

02-1624-CD  
SETH OWENS, et al. vs. RINGLER MOTORS, INC.

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

SETH OWENS and  
SANDRA L. OWENS,  
Plaintiffs

\*

-VS-

\*

RINGLER MOTORS INC.,  
Defendant

\*

Docket No. 02-1624-CD

Type of Pleading:  
COMPLAINT

Filed on Behalf of:  
PLAINTIFFS:  
Seth Owens and  
Sandra L. Owens

Counsel of Record for  
This Party:

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

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

**FILED**

OCT 17 2002

William A. Shaw  
Prothonotary

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

SETH OWENS and  
SANDRA L. OWENS,  
Plaintiffs

\*

\*

-VS-

\*

Docket No.

RINGLER MOTORS INC.,  
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 by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you within twenty (20) days. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any relief claimed in the complaint by the plaintiff.

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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

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

SETH OWENS and  
SANDRA L. OWENS,  
Plaintiffs

\*

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-vs-

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Docket No.

RINGLER MOTORS INC.,  
Defendant

\*

**COMPLAINT**

COMES NOW, Seth Owens and Sandra L. Owens ("Plaintiffs"), by and through their attorney, Dwight L. Koerber, Jr., Esquire, and file the within Complaint against Ringler Motors Inc. ("Defendant"). In support thereof, Plaintiffs aver and show as follows:

1. Plaintiffs are Seth Owens and Sandra L. Owens, who reside at 3543 Little Trout Run Road, Frenchville, Pennsylvania, 16836.
2. Defendant is Ringler Motors Inc., believed to be a Pennsylvania corporation, which has its principal place of business at 1555 Ferndale Avenue, Johnstown, Pennsylvania, 15905.
3. Defendant, a vendor of heavy duty trucks, operates a dealership for Western Star and Mitsubishi trucks, and pursuant to its commercial operations, holds itself out and advertises for business in Cambria County, and the surrounding counties, including Clearfield County where Plaintiffs reside.

4. On or about January 12, 2002, Plaintiffs purchased from Defendant a 1998 Western Star triaxel dump truck, VIN No. 2WLPCCCJOWK952965 ("Said Vehicle").

5. In conjunction with the sale and purchase of the Said Vehicle, Plaintiffs visited Defendant's offices in Johnstown, Pennsylvania, and then entered into negotiations over the phone, whereby the price was set at \$65,000.00, which price the Plaintiffs accepted from their residency in Clearfield County.

6. Attached hereto as Exhibit A is a true and correct copy of the January 12, 2002, sales invoice covering the transaction between the parties.

7. Defendant performed certain repair and detailing work on Said Vehicle, the net effect being that Said Vehicle was not actually delivered to Plaintiffs until approximately February 7, 2002.

8. When Defendant sold Said Vehicle to Plaintiffs, it did so with full awareness that Plaintiffs were going into business whereby Seth Owens would essentially operate a driver providing transportation services for the coal industry, with the reliability of Said Vehicle being a material factor for the plaintiffs.

9. On or about March 1, 2002, Seth Owens was operating the Said Vehicle on Interstate 80 in Centre County, approximately four miles east of the Clearfield County boundary line, wherein he was transporting coal for Junior Contracting, Inc., the customer that he was serving under a repeat hauling business relationship.

10. At the time that Seth Owens was operating the Said Vehicle on March 1, 2002, as described in paragraph 9 above, the axle housing broke on the Said

Vehicle, thereby causing the rear axle and wheels to come off the Said Vehicle. The rear end of the Said Vehicle collapsed onto the highway, as the rear axle and wheel bounded off the Said Vehicle and dangerously skidded across the highway onto the side of the road.

11. As a result of the rear axle breaking and the wheel falling off the Said Vehicle, the Plaintiffs incurred out of pocket expenses in the amount of \$6,331.88 in order to repair the Said Vehicle. Attached hereto as Exhibit B is a true and correct copy of the March 15, 2002, invoice of Cleveland Brothers, which performed the axle repair work at their facilities in Milesburg, Pennsylvania.

12. In addition to the damage incurred to the axle housing and related components of the Said Vehicle, Plaintiffs also incurred damages in the amount of \$732.99, covering the cost of a steering cylinder that was damaged as a result of the March 1, 2002 accident. Attached hereto as Exhibit C is a copy of the March 23, 2002, invoice from Cleveland Brothers covering the steering cylinder.

13. Plaintiffs also incurred consequential damage as a result of downtime which they experienced in being unable to provide transportation services through Said Vehicle during the time that it was being repaired at Cleveland Brothers.

14. Plaintiffs incurred a total of 11 days of downtime in order to have repairs made to the Said Vehicle at Cleveland Brothers.

15. The downtime amounts to a loss of \$500.00 per day in revenue, and when an allowance of \$100.00 per day of diesel fuel is deducted, the downtime loss per

day amounts to \$400.00 per day, thereby producing downtime damage in the amount of \$4,400.00.

16. The total damage claim of Plaintiffs, in the amount of \$11,464.81, was approximately and directly caused by the March 1, 2002 accident wherein the rear axle housing on the Said Vehicle broke causing the rear axle and wheels to come off the Said Vehicle as described herein.

**COUNT I**  
**FRAUDULENT MISREPRESENTATION**

Paragraphs 1-16 of the Complaint are hereby incorporated by reference as though set forth in full.

17. In conjunction with the discussions between the parties leading up to Plaintiffs' decision to purchase the Said Vehicle from Defendant, Defendant represented that all manufacturer warranties were in place for the Said Vehicle, including a warranty covering the rear end.

18. The representation which Defendant made, that there was a manufacturer's warranty covering the rear end, was a material factor that Plaintiffs took into account in making their decision in purchase the Said Vehicle.

19. The representation that the manufacturer's warranty was in place for the Said Vehicle was a false representation as repairs had been done on the said axle prior to the time it was sold to the Plaintiffs so as to void and disqualify the manufacturer's warranty from coverage.

20. The false representation that such warranty existed on the rear end of Said Vehicle was made with knowledge by the Defendant that it was a false representation, as they had guided and directed and overseen the repair work that had been previously done to Said Vehicle, so as to know that the manufacturer's warranty would not apply.

21. In the alternative, if Defendant did not intentionally make a false representation that the manufacturer's warranty was in effect, Defendant made such statement in a reckless fashion, without regard to the truth or falsity of the statement, because a reasonable prudent examination of the Said Vehicle would show that the nature of the repair work done on the rear end before Said Vehicle was sold to the Plaintiffs was such that it would void the manufacturer's warranty.

22. The representation made by Defendant concerning the existence of a manufacturer's warranty on the rear end of Said Vehicle sold to Plaintiffs was made with the intention of misleading the Plaintiffs so as to rely upon the existence of such a warranty.

23. The Plaintiffs in fact relied upon the existence of the manufacturer's warranty on the rear end when they purchased Said Vehicle, and were justified in doing so because Said Vehicle was sold at a top value price of \$65,000.00, and furthermore because the Said Vehicle appeared to be a relatively "new" 1998 model, and in all other respects would qualify for a continuation of the manufacturer's warranty.

24. When Plaintiffs took the Said Vehicle to Cleveland Brothers so as to have the repair work done on the damaged rear end and axle, Cleveland Brothers advised them that manufacturer's warranty coverage would not apply and could not apply because there was a defective weld that had been previously done on the rear end of Said Vehicle and that appropriate manufacturer warranty procedures had not been followed, thereby disqualifying manufacturer's warranty coverage from applying.

25. If manufacturer's warranty coverage had been in place, covering the rear end axle as represented, it is Plaintiffs' position that the full repair costs incurred through Cleveland Brothers, as set forth in Appendices B and C attached hereto, would have been covered by warranty.

26. In addition to the repair expenses the Plaintiffs have incurred as a result of the material misrepresentation made to them concerning the existence of a manufacturer's warranty, Plaintiffs have also incurred additional damages as follows:

- a. Plaintiffs have incurred downtime expenses, in the amount of \$4,400.00, as outlined in paragraphs 14 and 15 herein, as they would not have purchased the vehicle in question had they known about the prior work done on the rear end housing and axle to Said Vehicle which resulted in voiding the warranty.
- b. Plaintiffs have acquired a vehicle that they overpaid for, because they paid for one that would have had a properly functioning and non-defective rear end and axle, which was also covered by a manufacturer's warranty.
- c. There is a difference in value between a 1998 Western Star with a rear end manufacturer's warranty in place and 1998 Western Star without a rear end manufacturer's warranty in place. Plaintiffs would have only been willing to pay \$60,000.00 for the Said Vehicle, thereby showing that the difference in the value of the Said Vehicle,

which was purchased as a result of the material representation being \$5,000.00. The differential in value is in addition to the repairs and downtime that has occurred, as Plaintiffs would not have purchased Said Vehicle without making certain the repair work had been done properly on the rear end and axel housing.

27. The total damages that Plaintiffs have incurred as a result of the fraudulent misrepresentation made by the Defendant, where it alleged that the manufacturer's rear end warranty was in effect, is \$16,464.81.

WHEREFORE, Plaintiffs pray that judgment be entered in their favor and against Defendant in the amount of \$16,464.81, plus interest and costs. Plaintiffs also request that they be awarded reasonable attorneys fees.

**COUNT II**  
**NEGLIGENT MISREPRESENTATION**

Paragraphs 1-27 of this Complaint are incorporated herein as though set forth in full.

28. This count is set forth in the alternative, in the event the Court should determine that the requisite intent has not been established so as to show that there was an intentional fraudulent misrepresentation.

29. Plaintiffs hereby allege that Defendant's oversaw the nature of the repair work done and knew or should have known that the repair work on the vehicle would cause the manufacturer's warranty to be voided.

30. By making a statement to the Plaintiffs that the rear end warranty was in effect, without fully and completely examining the nature of the repair work done

and without first receiving confirmation of warranty coverage from the manufacturer of the rear end – Rockwell Manufacturing – Defendant acted in a negligent fashion, thereby giving rise to a negligent misrepresentation on its part.

31. As a direct result of the negligent misrepresentation of the Defendant, Plaintiffs have outlined the damages as outlined in Count I of this Complaint.

WHEREFORE, Plaintiffs pray that judgment be entered in their favor and against Defendant in the amount of \$16,464.81, plus costs and interests.

**COUNT III  
BREACH OF CONTRACT**

Paragraphs 1-31 of this Complaint are incorporated herein as though set forth in full.

32. The sale of the Said Vehicle by Defendant to Plaintiffs is a sale that is covered by the Uniform Commercial Code of Pennsylvania, 13 Pa.C.S. §2301, et seq. Under the Uniform Commercial Code, this transaction was covered by the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.

33. When the said rear end axle housing broke, through normal usage by Plaintiffs only a few days after it had been delivered to the Plaintiffs, this constituted a breach of the implied warranty of merchantability, as a merchantable truck is one that does not have its rear axle break on the highway and the wheel and axle fall off through normal usage.

34. The implied warranty of fitness for a particular purpose has also been breached, as such a warranty means that the truck would be fit for its normal and anticipated usage as a hauler of coal, as triaxle dump trucks are customarily and frequently used for such purposes in Clearfield County and the surrounding counties thereto.

35. Under the Uniform Commercial Code, Plaintiffs are entitled to recover their direct damages and the consequential damages that they incurred as a result of the breach of the implied warranties of fitness for a particular purpose and merchantability.

36. As outlined in greater detail in Count I, the damages which Plaintiffs have incurred as a result of the breach of warranty(ies) is \$16,464.81.

WHEREFORE, Plaintiffs pray that judgment be entered in their favor and against Defendant in the amount of \$16,464.81, plus interest and costs.

**COUNT IV**  
**CLAIM FOR PUNITIVE DAMAGES**

Paragraphs 1-36 of this Complaint are incorporated herein as though set forth in full.

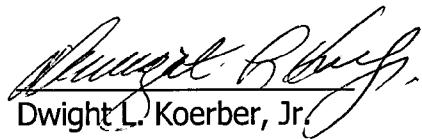
37. It is Plaintiffs' position that the facts they have alleged herein establish outrageous actions so as to warrant the imposition of punitive damages against Defendant.

38. The outrageous actions are based upon the fraudulent misrepresentation of the existence of a manufacturer's warranty; the negligent

misrepresentation of the manufacturer's warranty; the failure to disclose a material and important fact that prior work had been done on the axle and rear end of the Said Vehicle; and the sale of a heavy duty truck with a defective axle with full awareness that Said Vehicle would be operated over the highways in a fashion such that serious and potentially deadly harm could occur to users of the highway when the axle broke and the axle and rear wheel came off Said Vehicle and skidded into the public right of way.

WHEREFORE, Plaintiffs pray that they be awarded punitive damages against Defendant in an amount not in excess of \$20,000.00.

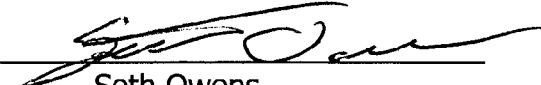
Respectfully Submitted,



Dwight L. Koerber, Jr.  
Attorney for PLAINTIFFS:  
Seth Owens and Sandra L. Owens

**VERIFICATION**

I certify that the statements made in the foregoing Complaint 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.

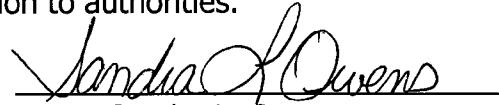


Seth Owens

Date: 01/10/02

**VERIFICATION**

I certify that the statements made in the foregoing Complaint 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.

  
\_\_\_\_\_  
Sandra L. Owens

Date: 10-9-02

**EXHIBIT A**

Attached hereto is a true and correct copy of the January 12, 2002 sales invoice covering the Said Vehicle.



# RINGLER MOTORS INC.

1555 Ferndale Avenue  
Johnstown, Pennsylvania 15905  
(814) 288-1577 1-800-736-0389 FAX (814) 288-1814



WESTERN STAR TRUCKS®

Seth & Sandra L. Owens

1-12-02

PURCHASER'S NAME RR#1 Box 375 CITY Frenchville STATE PA. ZIP 14834  
STREET ADDRESS 814-765-2913

BUSINESS PHONE

FAX NUMBER

VEHICLE BEING PURCHASED		CASH DELIVERD PRICE OF VEHICLE	\$ <u>65,000.00</u>
PLEASE ENTER MY ORDER FOR THE FOLLOWING		NEW <input type="checkbox"/> CAR <input type="checkbox"/> TRL USED <input checked="" type="checkbox"/> TRUCK	
YEAR <u>1998</u>	MAKE <u>Western Star</u>	OPTIONAL EQUIPMENT: Price includes	
MODEL OR SERIES <u>4964F</u>	GVW: <u>73,280</u>	New 14 inspection, coatcheck installed, P.M. service, oil, oil sample, All tires 50% or better, 411 leaks on engine, transmission, + gears repaired, All U Joints + spokes tight, Hoist repaired + not leaking, All gauges working, A/C checked & working, Tires - new worn best ones checked + repaired as necessary, New brakes on back, pt. black, Flaps off fixed repaired, Sync. Lubricator, muffler st. end fixed, + window crank fixed	
MILEAGE		CASH Price of Vehicle & Accessories	
TO BE DELIVERED ON OR ABOUT	<u>1-21-02</u>	\$ <u>65,000.00</u>	
SALESMAN <u>ERIK SCHRIEBER</u>		F E T	
USED VEHICLE TRADED IN AND/OR OTHER CREDITS			
MAKE OF TRADE-IN	<u>NONE</u>	STATE AND LOCAL TAXES	
YEAR	MODEL	Exempt	
V.I.N.		License, License Transfer, Title, Registration Fee	
MILEAGE		\$ <u>1,318.50</u>	
BODY		TOTAL PRICE OF UNIT	
BALANCE OWED TO		\$ <u>66,318.50</u>	
ADDRESS		TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN)	
USED TRADE-IN ALLOWANCE	\$ <u>500.00</u>	\$ <u>500.00</u>	
BALANCE OWED ON TRADE-IN		UNPAID CASH BALANCE DUE ON DELIVERY	
NET ALLOWANCE ON USED TRADE-IN	\$ <u>500.00</u>	\$ <u>65,818.50</u>	
DEPOSIT OR CREDIT BALANCE			
CASH WITH ORDER	<u>CK# 1954</u> \$ <u>500.00</u>		
TOTAL CREDIT (TRANSFER TO RIGHT COLUMN)	\$ <u>500.00</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 the face and reverse side of this Order and has received a copy of this Order. SLD (Purchaser's Initials)

PURCHASER'S SIGNATURE Seth & Sandra L. Owens TITLE Co-owners  
ACCEPTED BY Ringler Motors Inc. (DEALER)  
PER Ringler Motors Inc. (NAME AND TITLE)  
DATE 1-12-02

**EXHIBIT B**

Attached hereto is a true and correct copy the March 15, 2002 invoice of Cleveland Brothers, covering the repair of the axle of Said Vehicle.

**Cleveland Brothers**



MAIN OFFICE  
HARRISBURG, PA. 717-564-2121  
800-482-2378  
BRANCHES  
WILKES-BARRE 570-822-8141  
FRACKVILLE 570-874-3560  
PHILIPSBURG 614-342-4210  
TURBOTVILLE 570-538-2551  
MANSFIELD 570-662-7171  
STATE COLLEGE 814-237-8338  
LANCASTER 717-659-4905  
HGB. (ENGINE DIV) 717-526-2121  
MILESBURG 814-355-3500

**SOLD TO**

SETH OWENS  
RD 1, BOX 375  
FRENCHVILLE, PA 16836

**SHIP TO**

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE		
PSO	DOC. DATE	PC	LC	MC	SHIP VIA	10	T	43	4	1		
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING			MACH ID NO.			
AA	3406E	01LW00861			13	330092.0						
QUANTITY	ITEM	N/R	DESCRIPTION			UNIT PRICE	EXTENSION					
		*	PROFORMA INVOICE			*						
REPAIR DRIVE AXLE												
AXLE HSG BROKEN	1 5P-3321		ADHESIVE	S		19.87				19.87		
1 5P-3413			COMP PIPE	S		13.65				13.65		
2 9X-8873			BOLT	S		.67				1.34		
1 CM104436			HUB ASSEMBLY	N		194.16				194.16		
1 C5-3121K857S			AXLE HOUSING	N		2031.89				2031.89		
1 KMG14515Q			BRAKE SHOE KIT	N		59.84				59.84		
1 R002303			INNER NUT	N		5.84				5.84		
1 R002305			OUTER NUT	N		5.67				5.67		
1 3202Q8805			AXLE SHAFT	N		311.22				311.22		
1 3600AX			BRAKE DRUM	N		82.45				82.45		
2 47697			OIL SEAL	N		26.19				52.38		
1 572TRB			CUP/BEARING	N		12.24				12.24		
1 580TRB			CONE / BEARING	N		19.74				19.74		
1 592ATRB			CUP / BEARING	N		15.24				15.24		
1 594ATRB			CONE / BEARING	N		22.86				22.86		
1 B3200			BRAKE CLEAN	S		3.11				3.11		
1 7652695			GASKET SEALANT	N		17.99				17.99		
			TOTAL PARTS		SEG. 01					2869.49 *		
			TOTAL LABOR		SEG. 01					1530.00 *		

*Service charge of 1 1/2% per month on all delinquent accounts.*

ADDRESS ALL PAYMENTS AND CORRESPONDENCE  
REGARDING ACCOUNTS TO

BOX 2535 HARRISBURG, PA 17105  
PARTS NOT RETURNED WITHIN 10 DAYS  
FROM DATE OF INVOICE WILL BE  
CHARGED A RE-STOCKING CHARGE.

PAY THIS  
AMOUNT ►

CONT'D

AMOUNT  
CREDIT ►

TERMS: NET 30 DAYS  
UNLESS OTHERWISE STATED

ORIGINAL INVOICE - RETURN GREEN COPY WITH PAYMENT

**Cleveland Brothers**



MAIN OFFICE  
HARRISBURG, PA. 717-564-2121  
800-482-2378  
BRANCHES  
WILKES-BARRE 570-822-8141  
FRACKVILLE 570-874-3560  
PHILIPSBURG 814-342-4210  
TURBOTVILLE 570-538-2551  
MANSFIELD 570-662-7171  
STATE COLLEGE 814-237-8338  
LANCASTER 717-859-4905  
H.B.G. (ENGINE DIV) 717-526-2121  
MILESBURG 814-355-3500

**SOLD TO**

SETH OWENS  
RD 1, BOX 375  
FRENCHVILLE, PA 16836

**SHIP TO**

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
PSO	DOC. DATE	PC	LC	MC	SHIP VIA			
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING	MACH ID NO.	
AA	3406E	01LW00861			13	330092.0		
QUANTITY	ITEM	N/R	DESCRIPTION			UNIT PRICE	EXTENSION	
		*	PROFORMA INVOICE			*		
5.00			GAL SAE 80W140					
1.00	MB25409TS		ROADCALL/TOW					
1.00	MB25423TS		TIRES & REPAIRS					
1.00	MB25426TS		WELDING MANFIELD					
			TOTAL MIS-C CHGS			SEG.: 01	1487.90	
			SEGMENT 01 TOTAL				5887.39	
			CONSUMABLE SUPPL				86.08	
			STATE TAX				358.41	
THANK YOU AND WE APPRECIATE YOUR BUSINESS! TERMS: NET 30 DAYS UNLESS OTHERWISE STATED.								
		*	C O D			*	3-15-02	
			★ LANCASTER 4:00 PM				P.D.D 2,000.00 Auth#	
			Auth#				Check# 120	

*Service charge of 1 1/2% per month on all delinquent accounts.*

ADDRESS ALL PAYMENTS AND CORRESPONDENCE  
REGARDING ACCOUNTS TO

BOX 2535 HARRISBURG, PA 17105

PARTS NOT RETURNED WITHIN 10 DAYS  
FROM DATE OF INVOICE WILL BE  
CHARGED A RE-STOCKING CHARGE.

PAY THIS  
AMOUNT ► 6331.88

AMOUNT  
CREDIT ►

TERMS: NET 30 DAYS  
UNLESS OTHERWISE STATED

ORIGINAL INVOICE - RETURN GREEN COPY WITH PAYMENT

**EXHIBIT C**

Attached hereto is a true and correct copy of the March 23, 2002 invoice of Cleveland Brothers, covering the repair of steering cylinder of Said Vehicle.

**Cleveland Brothers**



MAIN OFFICE  
HARRISBURG, PA. 717-564-2121  
800-482-2378  
BRANCHES  
WILKES-BARRE 570 - 822-8141  
FRACKVILLE 570 - 874-3560  
PHILIPSBURG 814 - 342-4210  
TURBOTVILLE 570 - 538-2551  
MANSFIELD 570 - 662-7171  
STATE COLLEGE 814 - 237-8338  
LANCASTER 717 - 859-4905  
H&G. (ENGINE DIV) 717 - 526-2121  
MILESBURG 814 - 355-3500

SOLD TO  
SETH OWENS  
RD 1, BOX 375  
FRENCHVILLE, PA 16836

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		STORE	DIV	SALESMAN	TERMS	PAGE		
PSO	DOC. DATE	PC	LC	MC	SHIP VIA				INV SEQ NO.			
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING			MACH ID NO.			
AA	3406	01LW00861			13	1.0						
QUANTITY	ITEM	N/R	DESCRIPTION			UNIT PRICE	EXTENSION					
REPLACE	STEERING CYLINDER											
REPLACE	STEERING CYLINDER		CYLINDER ASSEMBLY N			579.60	579.60					
1	WW538923-3406		TOTAL PARTS			SEG. 01	579.60 *					
			TOTAL LABOR			SEG. 01	136.00 *					
			SEGMENT 01 TOTAL				715.60					
			CONSUMABLE SUPPL				17.39					
THANK YOU AND WE APPRECIATE YOUR BUSINESS!!! TERMS: NET 30 DAYS UNLESS OTHERWISE STATED.												

Service charge of 1 1/2% per month on all delinquent accounts.

ADDRESS ALL PAYMENTS AND CORRESPONDENCE  
REGARDING ACCOUNTS TO  
BOX 2535 HARRISBURG, PA 17105  
PARTS NOT RETURNED WITHIN 10 DAYS  
FROM DATE OF INVOICE WILL BE  
CHARGED A RE-STOCKING CHARGE.

PAY THIS  
AMOUNT ► 732.99

AMOUNT  
CREDIT ► 732.99

TERMS: NET 30 DAYS  
UNLESS OTHERWISE STATED

ORIGINAL INVOICE - RETURN GREEN COPY WITH PAYMENT

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

SETH OWENS and  
SANDRA L. OWENS,  
plaintiffs

-vs-

RINGLER MOTORS INC.,  
defendant

COMPLAINT  
Docket No.

FILED 3cc  
01-14781-Ang Koerber  
Oct 17 2002  
Awy pd. 80.00

William A. Shaw  
Prothonotary

Law Office

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

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

SETH OWENS and SANDRA OWENS,

CIVIL ACTION - LAW

Plaintiffs,

Number 02-1624 C.D.

vs.

Type of Case: Civil Division

RINGLER MOTORS, INC.,

Type of Pleading: Appearance

Defendant.

Filed on behalf of: Defendant

Counsel of Record for this Party:

John C. Dennison, II  
Supreme Court Number: 29408

DENNISON, DENNISON & HARPER  
293 Main Street  
Brookville, Pennsylvania 15825  
(814) 849-8316

FILED

12/07/2002

William A. Shaw  
Prothonotary

SETH OWENS and SANDRA OWENS,

Plaintiffs,

vs.

RINGLER MOTORS, INC.,

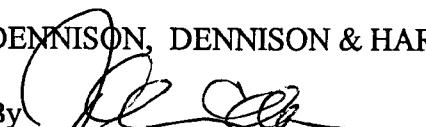
Defendant.

- \* In the Court of Common Pleas of
- \* Clearfield County, Pennsylvania
- \*
- \* Civil Action - Law
- \*
- \*
- \*
- \*
- \* Number 02-1624 C.D.

**APPEARANCE**

TO WILLIAM SHAW, PROTHONOTARY:

Enter our Appearance on behalf of the Defendant, Ringler Motors, Inc., in regard to the above entitled matter.

DENNISON, DENNISON & HARPER  
By   
John C. Dennison, II  
293 Main Street  
Brookville, PA 15825

FILED  
M 11:32 AM  
NOV 6 1962

William A. Shaw  
Prothonotary

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

SETH OWENS and  
SANDRA L. OWENS,

No. 1624 of 2002 C.D.

Plaintiffs,  
vs.

RINGLER MOTORS, INC.,

Defendant.

Type of Case: Civil

Type of Pleading: Answer and New  
Matter

Filed on Behalf of: Defendant

Counsel of Record for this Party:  
John C. Dennison, II, Esquire

Supreme Court No.: 29408

Dennison, Dennison & Harper  
293 Main Street  
Brookville, PA 15825

Phone: 814-849-8316

**FILED**

DEC 17 2002

William A. Shaw  
Prothonotary

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

SETH OWENS and  
SANDRA L. OWENS,

Plaintiffs,

vs.

No. 1624 of 2002 C.D.

RINGLER MOTORS INC.,

Defendant.

**NOTICE TO PLEAD**

**TO: PLAINTIFFS, SETH OWENS and SANDRA L. OWENS:**

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

DENNISON, DENNISON & HARPER

By



John C. Dennison, II  
Attorneys for the Defendant

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

SETH OWENS and  
SANDRA L. OWENS,

Plaintiffs,

vs.

: No. 1624 of 2002 C.D.

RINGLER MOTORS INC.,

Defendant.

ANSWER AND NEW MATTER

AND NOW, comes the Defendant, Ringler Motors, Inc., by its attorneys, Dennison, Dennison & Harper, who file the following Answer and New Matter to Plaintiffs' Complaint:

1. The averments of Paragraph 1 of Plaintiffs' Complaint are admitted.
2. The averments of Paragraph 2 of Plaintiffs' Complaint are admitted.
3. The averments of Paragraph 3 of Plaintiffs' Complaint are admitted.
4. The averments of Paragraph 4 of Plaintiffs' Complaint are admitted.
5. The averments of Paragraph 5 of Plaintiffs' Complaint are admitted.
6. The averments of Paragraph 6 of Plaintiffs' Complaint are denied. On the contrary, Exhibit A, which is attached hereto, represents the second page of the Purchase Agreement which was entered into by the parties, the first page of which is attached to Plaintiffs' Complaint as Exhibit A. In addition, the terms and conditions of an invoice which is attached hereto as Exhibit B, also contained terms and conditions regarding the sale of the vehicle to Plaintiffs, all of which are incorporated herein by reference thereto.

7. With respect to the averments of Paragraph 7 of Plaintiffs' Complaint, it is admitted that Defendant performed certain repair and detailing work on the vehicle after the Purchase Agreement was signed. However, the Defendant believes that the vehicle was delivered to Plaintiffs on February 11, 2002, and not on February 7, 2002.

8. The averments of Paragraph 8 of Plaintiffs' Complaint are admitted.

9. After reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 9 of Plaintiffs' Complaint, and said averments are denied.

10. After reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 10 of Plaintiffs' Complaint, and said averments are denied.

11. After reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 11 of Plaintiffs' Complaint, and said averments are denied. It is further averred that the prices set forth in the invoice are excessive and/or the work performed or parts replaced was unnecessary. In addition, the averments of Defendant's New Matter are incorporated herein by reference thereto.

12. After reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 12 of Plaintiffs' Complaint, and said averments are denied. It is further averred that the prices set forth in the invoice are excessive and/or the work performed or parts replaced was unnecessary. In addition, the averments of Defendant's New Matter are incorporated herein by reference thereto.

13. After reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 13 of Plaintiffs' Complaint, and said averments are denied. In addition, the averments of Defendant's New Matter are incorporated herein by reference thereto.

14. After reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 14 of Plaintiffs' Complaint, and said averments are denied. In addition, the averments of Defendant's New Matter are incorporated herein by reference thereto. The downtime is also excessive in relation to the type of repair which was required to be made. A downtime of three to four days should have been reasonable.

15. After reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 15 of Plaintiffs' Complaint, and said averments are denied. In addition, the averments of Defendant's New Matter are incorporated herein by reference thereto.

16. After reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 16 of Plaintiffs' Complaint, and said averments are denied. In addition, the averments of Paragraphs 11 through 15 of this Answer and the averments of Defendant's New Matter are incorporated herein by reference thereto.

WHEREFORE, Defendant demands judgment against the Plaintiffs.

**COUNT I**

**FRAUDULENT MISREPRESENTATION**

The averments of Paragraphs 1 through 16 of this Answer are incorporated

herein by reference thereto.

17. With respect to the averments of Paragraph 17 of Plaintiffs' Complaint, the terms and provisions of Paragraph 9 of the Purchase Agreement as set forth in Exhibit A which is attached hereto and the terms and conditions on Exhibit B speak for themselves and are incorporated herein by reference thereto.

18. After reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 18 of Plaintiffs' Complaint, and said averments are denied. In addition, the averments of Paragraph 17 of this Answer are incorporated herein by reference thereto. Furthermore, the averments of Paragraph 18 of Plaintiffs' Complaint are denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e).

19. With respect to the averments of Paragraph 19 of Plaintiffs' Complaint, it is admitted that repairs had been performed on the vehicle which disqualified the said warranty. In addition, the averments of Paragraph 17 of this Answer are incorporated herein by reference thereto.

20. The averments of Paragraph 20 of Plaintiffs' Complaint are denied, and the averments of Paragraphs 17 and 19 are incorporated herein by reference thereto. Furthermore, the averments of Paragraph 20 of Plaintiffs' Complaint are denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e).

21. The averments of Paragraph 21 of Plaintiffs' Complaint are denied, and the averments of Paragraphs 17 and 19 are incorporated herein by reference thereto. Furthermore, the averments of Paragraph 21 of Plaintiffs' Complaint are denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e).

22. The averments of Paragraph 22 of Plaintiffs' Complaint are denied and the averments of Paragraphs 17 and 19 are incorporated herein by reference thereto. Furthermore, the averments of Paragraph 22 of Plaintiffs' Complaint are denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e).

23. With respect to the averments of Paragraph 23 of Plaintiffs' Complaint, the vehicle was not new and the Plaintiffs were well aware of that fact. The sale price was fair and reasonable for the vehicle. In addition, the averments of Paragraphs 17 and 19 along with the averments of Defendant's New Matter are incorporated herein by reference thereto. Furthermore, the averments of Paragraph 23 of Plaintiffs' Complaint are denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e).

24. After reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 24 of Plaintiffs' Complaint, and said averments are denied. In addition, the averments of Paragraph 17 of this Answer are incorporated herein by reference thereto. Furthermore, the averments of Paragraph 24 of Plaintiffs' Complaint are denied pursuant to Pennsylvania Rule of Civil Procedure 1029(e).

25. The averments of Paragraph 25 of Plaintiffs' Complaint are denied. On the contrary, the Defendant believes and therefore avers that the costs set forth in the Exhibits attached to Plaintiffs' Complaint are excessive and/or were not warranted as a result of any failure alleged by Plaintiffs. The averments of Paragraph 25 of Plaintiffs' Complaint are also denied by Pennsylvania Rule of Civil Procedure 1029(e), and no further answer is required thereto.

26. The averments of Paragraph 26 of Plaintiffs' Complaint, including subparagraphs (a) through (c), are denied by Pennsylvania Rule of Civil Procedure 1029(e). In addition, the averments of Paragraphs 17, 19, 23 and 25 and the averments of Defendant's New Matter are incorporated herein by reference thereto.

27. The averments of Paragraph 27 of Plaintiffs' Complaint are denied by Pennsylvania Rule of Civil Procedure 1029(e). In addition, the averments of Paragraphs 17, 19, 23 and 25 and the averments of Defendant's New Matter are incorporated herein by reference thereto.

WHEREFORE, the Defendant demands judgment against the Plaintiffs.

**COUNT II**

**NEGLIGENT MISREPRESENTATION**

The averments of Paragraphs 1 through 27 are incorporated herein by reference thereto.

28. The averments of Paragraph 28 of Plaintiffs' Complaint are denied by Pennsylvania Rule of Civil Procedure 1029(e). In addition, the averments of Paragraphs 17, 19, 23 and 25 and the averments of Defendant's New Matter are incorporated herein by reference thereto.

29. The averments of Paragraph 29 of Plaintiffs' Complaint are denied by Pennsylvania Rule of Civil Procedure 1029(e). In addition, the averments of Paragraphs 17, 19, 23 and 25 and the averments of Defendant's New Matter are incorporated herein by reference thereto.

30. The averments of Paragraph 30 of Plaintiffs' Complaint are denied by Pennsylvania Rule of Civil Procedure 1029(e). In addition, the averments of

Paragraphs 17, 19, 23 and 25 and the averments of Defendant's New Matter are incorporated herein by reference thereto.

31. The averments of Paragraph 31 of Plaintiffs' Complaint are denied by Pennsylvania Rule of Civil Procedure 1029(e). In addition, the averments of Paragraphs 17, 19, 23 and 25 and the averments of Defendants' New Matter are incorporated herein by reference thereto.

WHEREFORE, Defendant demands judgment against the Plaintiffs.

**COUNT III**

**BREACH OF CONTRACT**

The averments of Paragraphs 1 through 31 of this Answer are incorporated herein by reference thereto as fully as the same are set forth above.

32. The averments of Paragraph 32 of Plaintiffs' Complaint are denied by Pennsylvania Rule of Civil Procedure 1029(e). In addition, any and all implied warranties were excluded in Paragraph 10 of the Purchase Agreement, the terms and conditions of which are incorporated herein by reference thereto. The averments of Paragraph 32 of Plaintiffs' Complaint are also conclusions of law, and no answer is required thereto.

33. The averments of Paragraph 33 of Plaintiffs' Complaint are denied by Pennsylvania Rule of Civil Procedure 1029(e). In addition, any and all implied warranties were excluded in Paragraph 10 of the Purchase Agreement, the terms and conditions of which are incorporated herein by reference thereto. The averments of Paragraph 33 of Plaintiffs' Complaint are also conclusions of law, and no answer is required thereto.

34. The averments of Paragraph 34 of Plaintiffs' Complaint are denied by Pennsylvania Rule of Civil Procedure 1029(e). In addition, any and all implied warranties were excluded in Paragraph 10 of the Purchase Agreement, the terms and conditions of which are incorporated herein by reference thereto. The averments of Paragraph 34 of Plaintiffs' Complaint are also conclusions of law, and no answer is required thereto.

35. The averments of Paragraph 35 of Plaintiffs' Complaint are denied by Pennsylvania Rule of Civil Procedure 1029(e). In addition, any and all implied warranties were excluded in Paragraph 10 of the Purchase Agreement as set forth in Exhibit A, the terms and conditions of which are incorporated herein by reference thereto. In addition, in Paragraph 9 of the Purchase Agreement, it was agreed that Defendant is not responsible for any loss of profits or for consequential damages. The averments of Paragraph 35 of Plaintiffs' Complaint are also conclusions of law, and no answer is required thereto.

36. The averments of Paragraph 36 of Plaintiffs' Complaint are denied by Pennsylvania Rule of Civil Procedure 1029(e). In addition, any and all implied warranties were excluded in Paragraph 10 of the Purchase Agreement, the terms and conditions of which are incorporated herein by reference thereto. In addition, in Paragraph 9 of the Purchase Agreement, it was agreed that Defendant is not responsible for any loss of profits or for consequential damages. The averments of Paragraph 36 of Plaintiffs' Complaint are also conclusions of law, and no answer is required thereto. In addition, the averments of Paragraphs 17, 19, 23 and 25 and the averments of Defendant's New Matter are incorporated herein by reference thereto.

WHEREFORE, Defendant demands judgment against the Plaintiffs.

**COUNT IV**

**CLAIM FOR PUNITIVE DAMAGES**

The averments of Paragraphs 1 through 36 of this Answer are incorporated herein by reference thereto as fully as the same are set forth herein.

37. The averments of Paragraph 37 are denied as the Defendant has acted in a fair and reasonable manner at all times material hereto. In addition, the averments of Paragraph 37 of Plaintiffs' Complaint are denied by Pennsylvania Rule of Procedure 1029(e), and no further answer is required hereto.

38. The averments of Paragraph 38 are denied as the Defendant has acted in a fair and reasonable manner at all times material hereto. In addition, the averments of Paragraph 38 of Plaintiffs' Complaint are denied by Pennsylvania Rule of Procedure 1029(e), and no further answer is required hereto.

**NEW MATTER**

In further answer to the averments of Plaintiff's Complaint, the Defendant avers the following New Matter:

39. The terms and provisions of Exhibit A, which is attached hereto and is made part hereof, formed a part of the Purchase Agreement for the vehicle described in Plaintiffs' Complaint.

40. As per Paragraphs 9 and 10 of Exhibit A, all implied warranties with respect to the sale of the vehicle set forth in Plaintiffs' Complaint are excluded.

41. As per Paragraph 9 of Exhibit A, all claims for anticipatory profits and for consequential damages are excluded.

42. As set forth in Exhibit B which is attached hereto and is made part hereof, the vehicle described in Plaintiffs' Complaint was sold pursuant to the following conditions:

Sold with remaining factory warranties otherwise sold as is, with no warranties express or implied with the exception of the following: 30 day 50/50 warranty on the transmission and rear drive axles. All work must be performed by Ringler Motors, Inc. in their shop. Towing is not included.

43. At all times material hereto, the Defendant remained ready and willing, at the very least, to abide by its warranty.

44. The Plaintiffs failed and refused to have the vehicle towed to the Defendant's facility so that an inspection could be performed on the vehicle and work could then be performed pursuant to the warranty set forth above in Paragraph 42.

45. Instead, the Plaintiffs have allegedly had the vehicle repaired by Cleveland Bros. thus voiding the warranty set forth above in Paragraph 42.

46. The Plaintiffs have failed to permit the Defendant to inspect the vehicle and the affirmative defense of spoliation is hereby raised as an affirmative defense to all claims and causes of action set forth in Plaintiffs' Complaint.

WHEREFORE, Defendant demands judgment against the Plaintiffs.

DENNISON, DENNISON & HARPER

By

  
John C. Dennison, II  
Attorneys for Defendant

## VERIFICATION

I verify that the averments made in the foregoing Answer and New Matter are true and correct to the best of my knowledge, information and belief. I understand that false statements herein made are subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

Dated: 12-13-02



Mike Ringler, President  
Ringler Motors, Inc.

1. As used in this Order, the terms (a) "Seller" shall mean the authorized Dealer to whom this order is addressed and who shall become a party hereto by its acceptance hereof (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Company that manufactured the vehicle or chassis and any components, attachments, accessories, and parts thereof, it being understood by Purchaser and Seller that Seller is in no respect the agent of manufacturer, that Seller and Purchaser are the sole parties to this Order and that reference to manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order, in which event if a used motor vehicle has been traded in as a part of the consideration for such new motor vehicle, such used motor vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and any expenses incurred for insuring, floorplaning, conditioning, repairing and advertising said used motor vehicle for sale. If such used motor vehicle has been previously sold by Dealer, the amount received therefor, less a selling commission of 15% and a reasonable charge for storage and any expenses incurred for insuring, floorplaning, conditioning, repairing and advertising said used motor vehicle for sale, shall be returned to Purchaser.

3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. Purchaser acknowledges that Purchaser is responsible for any damage or excessive wear to, or destruction of, the used motor vehicle which occurs after the initial appraisal and that a reduction in the allowance occasioned by such damage, wear or destruction shall not be the basis for a cancellation of this order. To secure the obligations of Purchaser hereunder, Purchaser grants to Dealer a security interest in the used motor vehicle and all additions, accessions, and proceeds thereof and agrees to execute and deliver a security agreement and any other documents deemed necessary by Dealer. Notwithstanding the foregoing, all risk of loss to the used motor vehicle shall be upon Purchaser until such time as the transaction represented by this Order is consummated.

4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the date of this Order and at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein. Purchaser further warrants that all taxes payable on or by reason of the use or registration of the used motor vehicle, including but not limited to sales taxes, highway use taxes and federal excise taxes have been paid and purchaser agrees to provide proof of payment in the form required by Dealer.

5. Unless this Order shall have been cancelled by Purchaser under and in accordance with the provisions of paragraph 2 above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder and to comply with the terms of this Order, to retain, as liquidated damages or on account of damages incurred or suffered by Dealer, any cash deposit made by Purchaser, and, in the event a used motor vehicle has been traded in as part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for the expenses specified in paragraph 2 above and for such other expenses, damages, and losses as Dealer may incur or suffer as a result of such failure or refusal by purchaser. The remedies reserved to Dealer herein shall be cumulative and in addition to all other and further remedies provided by law.

6. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at anytime without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's order. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.

7. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

8. Purchaser assumes and agrees to pay, unless prohibited by law, all taxes, including but not limited to Federal Excise taxes, sales taxes, use taxes or occupational taxes based upon sales volume, imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.

9. There are no warranties, express or implied, made by the Dealer herein on the vehicle or chassis described on the face hereof or on any components, attachments, accessories and parts thereof. There are no warranties other than those made by the manufacturer of the vehicle or chassis or any components, attachments, accessories and parts thereof and contained in the printed New Vehicle Warranty delivered to purchaser with such vehicle or chassis. Dealer makes no representations or warranties, express or implied, as to the quality, workmanship, design, merchantability, suitability or fitness for any particular purpose or any other representation or warranty. Dealer shall not under any circumstances be liable for loss of anticipatory profits or for consequential damages.

10. Any used motor vehicle sold to Purchaser or Dealer under this Order is sold at the time of delivery by Dealer without any guarantee or warranty, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part, components, attachments, and accessories thereof except as may be otherwise specifically provided in writing on the face of this Order. In the case of a used vehicle or chassis and any component, attachments, accessories and parts thereof, the applicability of an existing manufacturer's warranty thereof, if any, shall be determined solely by the terms of such warranty.



# RINGLER MOTORS, INC.

No 3089

1555 Ferndale Avenue, Johnstown, Pennsylvania 15905

Phone: 814/288-1577 1-800-736-0389



SOLD TO: Seth & Sandra L. Owens  
ADDRESS: RR 1, Box 375

DATE: February 11, 2002

MAKE	SALESMAN	MODEL	KEY ON USED	M.V. I / SERIAL NO.	KEY NO.	PRICE OF CAR OPTIONAL EQUIP. & ACCESS.	65,000.00
1998 Western Star	Eric Schriber	4964F	Used	2WLPCC00W952965			

INSURANCE COVERAGE INCLUDES:

FIRE AND THEFT  
 COLLISION - AMT. DEDUCT.  
 PUBLIC LIABILITY - AMT.  
 PROPERTY DAMAGE - AMT.

OPTIONAL EQUIPMENT AND ACCESSORIES

PRICE

SALES TAX  
 LICENSE AND TITLE  
 Notary & Clerical  
 TOTAL CASH PRICE

1,278.50  
40.00  
66,318.50

FINANCING  
INSURANCE

TOTAL TIME PRICE

66,318.50

SETTLEMENT:

DEPOSIT  
 CASH ON DELIVERY  
 TRADE-IN  
 LESS LIEN  
 PAYMENTS:  
  
 TOTAL  
 66,318.50

Sold with remaining factory warranties otherwise sold as is, with no warranties expressed or implied with the exception of the following: 30 day 50/50 warranty on the transmission and rear drive axles. All work must be performed by Ringler Motors, Inc. in their shop. Towing is not included.

FILED  
m1150-81  
DEC 17 2002  
cc

*E*  
William A. Shaw  
Secretary

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

SETH OWENS and  
SANDRA L. OWENS,

No. 1624 of 2002 C.D.

Plaintiffs,

vs.

RINGLER MOTORS, INC.,

Type of Case: Civil

Original Defendant,

Type of Pleading: Complaint to Join  
Additional Defendants

vs.

PENN PUBLIC TRUCK & EQUIPMENT,  
and PENN PUBLIC SERVICES, INC.

Counsel of Record for this Party:  
John C. Dennison, II, Esquire

Additional Defendants.

Supreme Court No.: 29408

Dennison, Dennison & Harper  
293 Main Street  
Brookville, PA 15825

Phone: 814-849-8316

**FILED**

DEC 17 2002

William A. Shaw  
Prothonotary

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

SETH OWENS and	:	
SANDRA L. OWENS,	:	
Plaintiffs,	:	
vs.	:	No. 1624 of 2002 C.D.
RINGLER MOTORS INC.,	:	
Original Defendant.	:	
	:	
PENN PUBLIC TRUCK & EQUIPMENT,	:	
and PENN PUBLIC SERVICES, INC.	:	
Additional Defendants.	:	

**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 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.**

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, ext. 5982

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

SETH OWENS and SANDRA L. OWENS,	:	
	:	
	:	
Plaintiffs,	:	
	:	
	:	
vs.	:	No. 1624 of 2002 C.D.
	:	
	:	
RINGLER MOTORS INC.,	:	
	:	
	:	
Original Defendant,	:	
	:	
	:	
PENN PUBLIC TRUCK & EQUIPMENT, and PENN PUBLIC SERVICES, INC.	:	
	:	
	:	
Additional Defendants.	:	
	:	
	:	

**COMPLAINT TO JOIN ADDITIONAL DEFENDANTS**

AND NOW, comes the Defendant, Ringler Motors, Inc., by its attorneys, Dennison, Dennison & Harper, who file the following Complaint to Join Additional Defendants.

1. The Plaintiffs are Seth Owens and Sandra L.Owens who reside at 3543 Little Trout Run Road, Frenchville, Pennsylvania.
2. The Original Defendant, Ringler Motors, Inc. is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with a post office address of 155 Ferndale Avenue, Johnstown, Pennsylvania.
3. The Additional Defendants are Penn Public Truck & Equipment, Inc. and Penn Public Services, Inc. which are corporations organized and existing under the

laws of the Commonwealth of Pennsylvania, with offices located at 714 Eleventh Street, Altoona, Pennsylvania.

4. The Plaintiffs initiated an action against the Original Defendant, Ringler Motors, Inc., at the above term and number. A true copy of the Plaintiffs' Complaint is attached hereto as Exhibit "A" and made a part hereof.

5. The Plaintiffs' Complaint alleges that on March 1, 2002, Seth Owens was operating a 1998 Western Star triaxel dump truck, VIN No. 2WLPCCCJOWK952965, on Interstate 80 in Centre County, Pennsylvania, when the axle housing broke, thereby causing the rear axle and wheels to come off.

6. The Plaintiffs claim damages against the Original Defendant as a result of this accident and, in particular, claim that the axle housing broke in a place which had been previously repaired by the Additional Defendants.

7. The Original Defendant denies and disclaims any responsibility or liability for the Plaintiffs' claims.

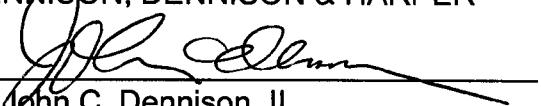
8. The Original Defendant avers that the Additional Defendants negligently repaired the axle housing by having it mig welded with a very small wire as set forth in a report by Cleveland Brothers Equipment which is attached hereto as Exhibit "B".

9. Therefore, the Additional Defendants are solely liable to the Plaintiffs or are liable over to the Original Defendant for contribution or indemnification for the damages set forth in Plaintiffs' Complaint.

WHEREFORE, the Original Defendant, Ringler Motors, Inc., hereby joins the Additional Defendants, Penn Public Truck & Equipment, Inc. and Penn Public Services,

Inc., as Additional Defendants for purposes of establishing claims that the Additional Defendants are solely liable to the Plaintiffs, or are liable over to the Original Defendant for contribution or in indemnity.

DENNISON, DENNISON & HARPER

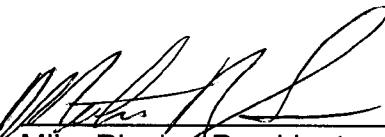
By 

John C. Dennison, II  
Attorneys for Original Defendant

## VERIFICATION

I verify that the averments made in the foregoing Complaint to Join Additional Defendants are true and correct to the best of my knowledge, information and belief. I understand that false statements herein made are subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

Dated: 12/13/02



---

Mike Ringler, President  
Ringler Motors, Inc.

PA CLAIMS 111 0 1 2000

420-8813

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

SETH OWENS and  
SANDRA L. OWENS,  
Plaintiffs

\*

\*

-vs-

\*

Docket No. 02-1624-CD

RINGLER MOTORS INC.,  
Defendant

\*

Type of Pleading:  
COMPLAINT

Filed on Behalf of:  
PLAINTIFFS:  
Seth Owens and  
Sandra L. Owens

Counsel of Record for  
This Party:

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

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

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

OCT 17 2002

Attest:

P. L. Mary/  
Courts

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

SETH OWENS and  
SANDRA L. OWENS,  
Plaintiffs

\*  
\*

-vs-

\* Docket No.

RINGLER MOTORS INC.,  
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 by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you within twenty (20) days. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any relief claimed in the complaint by the plaintiff.

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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

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

SETH OWENS and  
SANDRA L. OWENS,  
Plaintiffs

\*

\*

-vs-

\*

Docket No.

RINGLER MOTORS INC.,  
Defendant

\*

**COMPLAINT**

COMES NOW, Seth Owens and Sandra L. Owens ("Plaintiffs"), by and through their attorney, Dwight L. Koerber, Jr., Esquire, and file the within Complaint against Ringler Motors Inc. ("Defendant"). In support thereof, Plaintiffs aver and show as follows:

1. Plaintiffs are Seth Owens and Sandra L. Owens, who reside at 3543 Little Trout Run Road, Frenchville, Pennsylvania, 16836.

2. Defendant is Ringler Motors Inc., believed to be a Pennsylvania corporation, which has its principal place of business at 1555 Ferndale Avenue, Johnstown, Pennsylvania, 15905.

3. Defendant, a vendor of heavy duty trucks, operates a dealership for Western Star and Mitsubishi trucks, and pursuant to its commercial operations, holds itself out and advertises for business in Cambria County, and the surrounding counties, including Clearfield County where Plaintiffs reside.

4. On or about January 12, 2002, Plaintiffs purchased from Defendant a 1998 Western Star triaxel dump truck, VIN No. 2WLPCCCJOWK952965 ("Said Vehicle").

5. In conjunction with the sale and purchase of the Said Vehicle, Plaintiffs visited Defendant's offices in Johnstown, Pennsylvania, and then entered into negotiations over the phone, whereby the price was set at \$65,000.00, which price the Plaintiffs accepted from their residency in Clearfield County.

6. Attached hereto as Exhibit A is a true and correct copy of the January 12, 2002, sales invoice covering the transaction between the parties.

7. Defendant performed certain repair and detailing work on Said Vehicle, the net effect being that Said Vehicle was not actually delivered to Plaintiffs until approximately February 7, 2002.

8. When Defendant sold Said Vehicle to Plaintiffs, it did so with full awareness that Plaintiffs were going into business whereby Seth Owens would essentially operate a driver providing transportation services for the coal industry, with the reliability of Said Vehicle being a material factor for the plaintiffs.

9. On or about March 1, 2002, Seth Owens was operating the Said Vehicle on Interstate 80 in Centre County, approximately four miles east of the Clearfield County boundary line, wherein he was transporting coal for Junior Contracting, Inc., the customer that he was serving under a repeat hauling business relationship.

10. At the time that Seth Owens was operating the Said Vehicle on March 1, 2002, as described in paragraph 9 above, the axle housing broke on the Said

Vehicle, thereby causing the rear axle and wheels to come off the Said Vehicle. The rear end of the Said Vehicle collapsed onto the highway, as the rear axle and wheel bounded off the Said Vehicle and dangerously skidded across the highway onto the side of the road.

11. As a result of the rear axle breaking and the wheel falling off the Said Vehicle, the Plaintiffs incurred out of pocket expenses in the amount of \$6,331.88 in order to repair the Said Vehicle. Attached hereto as Exhibit B is a true and correct copy of the March 15, 2002, invoice of Cleveland Brothers, which performed the axle repair work at their facilities in Milesburg, Pennsylvania.

12. In addition to the damage incurred to the axle housing and related components of the Said Vehicle, Plaintiffs also incurred damages in the amount of \$732.99, covering the cost of a steering cylinder that was damaged as a result of the March 1, 2002 accident. Attached hereto as Exhibit C is a copy of the March 23, 2002, invoice from Cleveland Brothers covering the steering cylinder.

13. Plaintiffs also incurred consequential damage as a result of downtime which they experienced in being unable to provide transportation services through Said Vehicle during the time that it was being repaired at Cleveland Brothers.

14. Plaintiffs incurred a total of 11 days of downtime in order to have repairs made to the Said Vehicle at Cleveland Brothers.

15. The downtime amounts to a loss of \$500.00 per day in revenue, and when an allowance of \$100.00 per day of diesel fuel is deducted, the downtime loss per

day amounts to \$400.00 per day, thereby producing downtime damage in the amount of \$4,400.00.

16. The total damage claim of Plaintiffs, in the amount of \$11,464.81, was approximately and directly caused by the March 1, 2002 accident wherein the rear axle housing on the Said Vehicle broke causing the rear axle and wheels to come off the Said Vehicle as described herein.

**COUNT I**  
**FRAUDULENT MISREPRESENTATION**

Paragraphs 1-16 of the Complaint are hereby incorporated by reference as though set forth in full.

17. In conjunction with the discussions between the parties leading up to Plaintiffs' decision to purchase the Said Vehicle from Defendant, Defendant represented that all manufacturer warranties were in place for the Said Vehicle, including a warranty covering the rear end.

18. The representation which Defendant made, that there was a manufacturer's warranty covering the rear end, was a material factor that Plaintiffs took into account in making their decision in purchase the Said Vehicle.

19. The representation that the manufacturer's warranty was in place for the Said Vehicle was a false representation as repairs had been done on the said axle prior to the time it was sold to the Plaintiffs so as to void and disqualify the manufacturer's warranty from coverage.

20. The false representation that such warranty existed on the rear end of Said Vehicle was made with knowledge by the Defendant that it was a false representation, as they had guided and directed and overseen the repair work that had been previously done to Said Vehicle, so as to know that the manufacturer's warranty would not apply.

21. In the alternative, if Defendant did not intentionally make a false representation that the manufacturer's warranty was in effect, Defendant made such statement in a reckless fashion, without regard to the truth or falsity of the statement, because a reasonable prudent examination of the Said Vehicle would show that the nature of the repair work done on the rear end before Said Vehicle was sold to the Plaintiffs was such that it would void the manufacturer's warranty.

22. The representation made by Defendant concerning the existence of a manufacturer's warranty on the rear end of Said Vehicle sold to Plaintiffs was made with the intention of misleading the Plaintiffs so as to rely upon the existence of such a warranty.

23. The Plaintiffs in fact relied upon the existence of the manufacturer's warranty on the rear end when they purchased Said Vehicle, and were justified in doing so because Said Vehicle was sold at a top value price of \$65,000.00, and furthermore because the Said Vehicle appeared to be a relatively "new" 1998 model, and in all other respects would qualify for a continuation of the manufacturer's warranty.

24. When Plaintiffs took the Said Vehicle to Cleveland Brothers so as to have the repair work done on the damaged rear end and axle, Cleveland Brothers advised them that manufacturer's warranty coverage would not apply and could not apply because there was a defective weld that had been previously done on the rear end of Said Vehicle and that appropriate manufacturer warranty procedures had not been followed, thereby disqualifying manufacturer's warranty coverage from applying.

25. If manufacturer's warranty coverage had been in place, covering the rear end axle as represented, it is Plaintiffs' position that the full repair costs incurred through Cleveland Brothers, as set forth in Appendices B and C attached hereto, would have been covered by warranty.

26. In addition to the repair expenses the Plaintiffs have incurred as a result of the material misrepresentation made to them concerning the existence of a manufacturer's warranty, Plaintiffs have also incurred additional damages as follows:

- a. Plaintiffs have incurred downtime expenses, in the amount of \$4,400.00, as outlined in paragraphs 14 and 15 herein, as they would not have purchased the vehicle in question had they known about the prior work done on the rear end housing and axle to Said Vehicle which resulted in voiding the warranty.
- b. Plaintiffs have acquired a vehicle that they overpaid for, because they paid for one that would have had a properly functioning and non-defective rear end and axle, which was also covered by a manufacturer's warranty.
- c. There is a difference in value between a 1998 Western Star with a rear end manufacturer's warranty in place and 1998 Western Star without a rear end manufacturer's warranty in place. Plaintiffs would have only been willing to pay \$60,000.00 for the Said Vehicle, thereby showing that the difference in the value of the Said Vehicle,

which was purchased as a result of the material representation being \$5,000.00. The differential in value is in addition to the repairs and downtime that has occurred, as Plaintiffs would not have purchased Said Vehicle without making certain the repair work had been done properly on the rear end and axel housing.

27. The total damages that Plaintiffs have incurred as a result of the fraudulent misrepresentation made by the Defendant, where it alleged that the manufacturer's rear end warranty was in effect, is \$16,464.81.

WHEREFORE, Plaintiffs pray that judgment be entered in their favor and against Defendant in the amount of \$16,464.81, plus interest and costs. Plaintiffs also request that they be awarded reasonable attorneys fees.

**COUNT II  
NEGLIGENT MISREPRESENTATION**

Paragraphs 1-27 of this Complaint are incorporated herein as though set forth in full.

28. This count is set forth in the alternative, in the event the Court should determine that the requisite intent has not been established so as to show that there was an intentional fraudulent misrepresentation.

29. Plaintiffs hereby allege that Defendant's oversaw the nature of the repair work done and knew or should have known that the repair work on the vehicle would cause the manufacturer's warranty to be voided.

30. By making a statement to the Plaintiffs that the rear end warranty was in effect, without fully and completely examining the nature of the repair work done

and without first receiving confirmation of warranty coverage from the manufacturer of the rear end – Rockwell Manufacturing – Defendant acted in a negligent fashion, thereby giving rise to a negligent misrepresentation on its part.

31. As a direct result of the negligent misrepresentation of the Defendant, Plaintiffs have outlined the damages as outlined in Count I of this Complaint.

WHEREFORE, Plaintiffs pray that judgment be entered in their favor and against Defendant in the amount of \$16,464.81, plus costs and interests.

**COUNT III  
BREACH OF CONTRACT**

Paragraphs 1-31 of this Complaint are incorporated herein as though set forth in full.

32. The sale of the Said Vehicle by Defendant to Plaintiffs is a sale that is covered by the Uniform Commercial Code of Pennsylvania, 13 Pa.C.S. §2301, et seq. Under the Uniform Commercial Code, this transaction was covered by the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.

33. When the said rear end axle housing broke, through normal usage by Plaintiffs only a few days after it had been delivered to the Plaintiffs, this constituted a breach of the implied warranty of merchantability, as a merchantable truck is one that does not have its rear axle break on the highway and the wheel and axle fall off through normal usage.

34. The implied warranty of fitness for a particular purpose has also been breached, as such a warranty means that the truck would be fit for its normal and anticipated usage as a hauler of coal, as triaxle dump trucks are customarily and frequently used for such purposes in Clearfield County and the surrounding counties thereto.

35. Under the Uniform Commercial Code, Plaintiffs are entitled to recover their direct damages and the consequential damages that they incurred as a result of the breach of the implied warranties of fitness for a particular purpose and merchantability.

36. As outlined in greater detail in Count I, the damages which Plaintiffs have incurred as a result of the breach of warranty(ies) is \$16,464.81.

WHEREFORE, Plaintiffs pray that judgment be entered in their favor and against Defendant in the amount of \$16,464.81, plus interest and costs.

**COUNT IV**  
**CLAIM FOR PUNITIVE DAMAGES**

Paragraphs 1-36 of this Complaint are incorporated herein as though set forth in full.

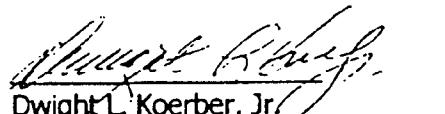
37. It is Plaintiffs' position that the facts they have alleged herein establish outrageous actions so as to warrant the imposition of punitive damages against Defendant.

38. The outrageous actions are based upon the fraudulent misrepresentation of the existence of a manufacturer's warranty; the negligent

misrepresentation of the manufacturer's warranty; the failure to disclose a material and important fact that prior work had been done on the axle and rear end of the Said Vehicle; and the sale of a heavy duty truck with a defective axle with full awareness that Said Vehicle would be operated over the highways in a fashion such that serious and potentially deadly harm could occur to users of the highway when the axle broke and the axle and rear wheel came off Said Vehicle and skidded into the public right of way.

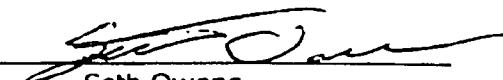
WHEREFORE, Plaintiffs pray that they be awarded punitive damages against Defendant in an amount not in excess of \$20,000.00.

Respectfully Submitted,

  
Dwight L. Koerber, Jr.  
Attorney for PLAINTIFFS:  
Seth Owens and Sandra L. Owens

**VERIFICATION**

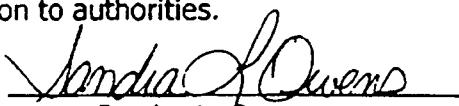
I certify that the statements made in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

  
Seth Owens

Date: 1/10/02

**VERIFICATION**

I certify that the statements made in the foregoing Complaint 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.

  
\_\_\_\_\_  
Sandra L. Owens

Date: 10-9-02

**EXHIBIT A**

Attached hereto is a true and correct copy of the January 12, 2002 sales invoice covering the Said Vehicle.



# RINGLER MOTORS INC.

1555 Ferndale Avenue  
Johnstown, Pennsylvania 15905  
(814) 288-1577 1-800-736-0389 FAX (814) 288-1814



WESTERN STAR TRUCKS

Edith + Sonja L. Gosselin

PURCHASER'S NAME

RR#1 Box 375 F. 14, 11c

DATE

STREET ADDRESS

814-765-2913

CITY

PA.

ZIP

BUSINESS PHONE

FAX NUMBER

## VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER  NEW  CAR  TRL  
FOR THE FOLLOWING  USED  TRUCK

CASH DELIVERD PRICE OF VEHICLE \$65,000.00

YEAR 1998 MAKE Western Star

OPTIONAL EQUIPMENT: *no air suspension, no*

MODEL OR 4914F GVW: 73,750

*no air suspension, no*

SERIES

COLOR Turquoise

*no air suspension, no*

V.I.N. 2WLPCCLJSWK 952965

*no air suspension, no*

MILEAGE

*no air suspension, no*

TO BE DELIVERED  
ON OR ABOUT 1-12-02

*no air suspension, no*

SALESMAN ERIC SCHIEBER

*no air suspension, no*

## USED VEHICLE TRADED IN AND/OR OTHER CREDITS

MAKE OF TRADE-IN NOVE

*no air suspension, no*

YEAR MODEL

*no air suspension, no*

V.I.N.

*no air suspension, no*

MILEAGE

*no air suspension, no*

BODY

*no air suspension, no*

BALANCE OWED TO

*no air suspension, no*

ADDRESS

*no air suspension, no*

USED TRADE-IN ALLOWANCE \$

*no air suspension, no*

BALANCE OWED ON TRADE-IN \$

*no air suspension, no*

NET ALLOWANCE ON USED TRADE-IN \$

*no air suspension, no*

DEPOSIT OR CREDIT BALANCE \$

*no air suspension, no*

CASH WITH ORDER CK# 1954 \$ 500.00

*no air suspension, no*

TOTAL CREDIT (TRANSFER TO RIGHT COLUMN) \$ 500.00

*no air suspension, no*

*no air suspension, no*

UNPAID CASH BALANCE DUE ON DELIVERY \$ 65,418.50

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

constitutes 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 the face and reverse side of this Order and has received a copy of this Order. *Edith Gosselin* (Purchaser's Initials)

PURCHASER'S SIGNATURE: *Edith Gosselin* *Edith Gosselin* TITLE: *Co-owner*

ACCEPTED BY: Ringler Motors Inc. DEALER

PER: *Eric Schieber* DATE: 1-12-02

NAME AND TITLE:

**EXHIBIT B**

Attached hereto is a true and correct copy the March 15, 2002 invoice of Cleveland Brothers, covering the repair of the axle of Said Vehicle.

MAIN OFFICE  
HARRISBURG, PA. 717-564-2121  
800-442-2378  
BRANCHES  
WILKES-BARRE 570-622-8141  
FRACKVILLE 570-574-3540  
PHILIPSBURG 814-342-4210  
TURBOTVILLE 810-536-2851  
MANSFIELD 870-662-7171  
STATE COLLEGE 814-237-8358  
LANCASTER 717-539-4905  
HQ. (ENGINE DIV) 717-536-2121  
MILESBURG 814-365-3500



SOLD TO

SETH OWENS  
RD 1, BOX 375  
FRENCHVILLE, PA 16836

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER			CUSTOMER ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE
MR10294	03-15-02	5805650						10	T	43	4	
PSO	DOC. DATE	PC	LC	MC			SHIP VIA					INV SEQ NO.
MB10334	03-01-02	12	10	10								
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER			METER READING			MACH ID NO.	
AA	3406E	01LW00861			13			330092.0				
QUANTITY	ITEM	N/R	DESCRIPTION					UNIT PRICE			EXTENSION	

\*\*\* PROFORMA INVOICE \*\*\*

REPAIR DRIVE AXLE

AXLE HSG BROKEN

1	5P-3321	ADHESIVE	S	19.87	19.87
1	5P-3413	COMP PIPE	S	13.65	13.65
2	9X-8873	BOLT	S	.67	1.34
1	CM104436	HUE ASSEMBLY	N	194.16	194.16
1	C5-3121K857S	AXLE HOUSING	N	2031.89	2031.89
1	KMG145150	BRAKE SHOE KIT	N	59.84	59.84
1	R002303	INNER NUT	N	5.84	5.84
1	R002305	OUTER NUT	N	5.67	5.67
1	320202805	AXLE SHAFT	N	311.22	311.22
1	3600AX	BRAKE DRUM	N	82.45	82.45
2	47647	OIL SEAL	N	26.19	52.38
1	572TRB	CUP/BEARING	N	12.24	12.24
1	580TRB	CONE / BEARING	N	19.74	19.74
1	592ATRE	CUP / BEARING	N	15.24	15.24
1	594ATRE	CONE / BEARING	N	22.86	22.86
1	B3200	BRAKE CLEAN	S	3.11	3.11
1	7652695	GASKET SEALANT	N	17.99	17.99
		TOTAL PARTS	SEG. 01	2869.49	

TOTAL LABOR	SEG. 01	1530.00
-------------	---------	---------

Service charge of 1 1/2% per month on all delinquent accounts.

ADDRESS ALL PAYMENTS AND CORRESPONDENCE  
REGARDING ACCOUNTS TO

BOX 2535 HARRISBURG, PA 17105

PARTS NOT RETURNED WITHIN 10 DAYS  
FROM DATE OF INVOICE WILL BE  
CHARGED A RE-STOCKING CHARGE.

PAY THIS  
AMOUNT ►

CONT'D

AMOUNT  
CREDIT ►

TERMS: NET 30 DAYS  
UNLESS OTHERWISE STATED

ORIGINAL INVOICE - RETURN GREEN COPY WITH PAYMENT



MAIN OFFICE  
HARRISBURG, PA. 171-564-2121  
800-482-2378  
BRANCHES  
WILKES-BARRE 570-622-6141  
FRACKVILLE 570-676-3586  
PHILIPSBURG 614-343-2310  
TURBOTVILLE 570-638-2551  
MANSFIELD 670-662-7171  
STATE COLLEGE 614-237-0330  
LANCASTER 717-656-4606  
MBC. (ENGINE DIV) 717-526-2121  
MILESBURG 614-388-3500

## SOLD TO

SETH DWENE  
P.O. 1. BOX 375  
FRENCHVILLE, PA 16836

## SHIP TO

1  
2  
3  
4  
5  
6  
7  
8

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
MB10394	03-15-02	5805650		10	T	43	4	
PSO	DOC. DATE	PC	LC	MC	SHIP VIA			BY SEQ NO.
MB10394	03-01-02	12	10	10				
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING			MACH ID NO.	
AA	3406E	01LW00861	13	330092.0				
QUANTITY	ITEM	N/R	DESCRIPTION	UNIT PRICE			EXTENSION	
			*** PROFORMA INVOICE ***					
5.00			GAL SAE 80W140	118.70				
1.00	MB25409TS		ROADCALL/TOW	390.20				
1.00	MB25423TS		TIRES & REPAIRS	914.00				
1.00	MB25426TS		WELDING	65.00				
			TOTAL - MISC CHGS	SEG. 01				1487.90
			SEGMENT 01 TOTAL					5887.39
			CONSUMABLE SUPPL					86.08
			STATE TAX					358.41
THANK YOU AND WE APPRECIATE YOUR BUSINESS! TERMS: NET 30 DAYS UNLESS OTHERWISE STATED.								
			C O D	3-15-02				
			4:00 PM					
			Auth#	P.D.D Q.000.00 Check# 120				

Service charge of 1 1/2% per month on all delinquent accounts.

ADDRESS ALL PAYMENTS AND CORRESPONDENCE  
REGARDING ACCOUNTS TO  
BOX 2535 HARRISBURG, PA 17105  
PARTS NOT RETURNED WITHIN 10 DAYS  
FROM DATE OF INVOICE WILL BE  
CHARGED A RE-STOCKING CHARGE.

PAY THIS AMOUNT ►	6331.88
AMOUNT CREDIT ►	

TERMS: NET 30 DAYS  
UNLESS OTHERWISE STATED

ORIGINAL INVOICE - RETURN GREEN COPY WITH PAYMENT

**EXHIBIT C**

Attached hereto is a true and correct copy of the March 23, 2002 invoice of Cleveland Brothers, covering the repair of steering cylinder of Said Vehicle.



HARRISBURG, PA. 717-564-2121  
800-432-2378  
BRANCHES  
WILKES-BARRE 579-622-4141  
FRACKVILLE 579-674-2560  
PHILIPSBURG 614-342-2310  
TURBOTVILLE 570-538-2651  
MANSFIELD 570-662-7171  
STATE COLLEGE 614-237-4338  
LANCASTER 717-659-5605  
HBO. (ENGINE DIV) 717-526-2121  
MILESBURG 614-343-3500

4200008813

SOLD TO  
SETH OWENS  
RD 1, BOX 375  
FRENCHVILLE, PA 16836

SHIP TO

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		STORE	DIV	SALESMAN	TERMS	PAGE		
SERVS174593	03-25-02	3805650				10	T	43	2			
PSO	DOC. DATE	PC	LC	MC	SHIP VIA					INV SEQ NO.		
MB10591	03-22-02	12	10	10						156036		
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING			MACH ID NO.			
AA	3406	01LW00861			13	1.0						
QUANTITY	ITEM	N/R	DESCRIPTION			UNIT PRICE	EXTENSION					
REPLACE STEERING CYLINDER												
REPLACE STEERING CYLINDER	1 WW538923-3406		CYLINDER ASSEMBLY N			579.60	579.60					
			TOTAL PARTS			SEG. 01	579.60					
			TOTAL LABOR			SEG. 01	136.00					
			SEGMENT 01 TOTAL				715.60					
			CONSUMABLE SUPPL				17.39					
THANK YOU AND WE APPRECIATE YOUR BUSINESS!!! TERMS: NET 30 DAYS UNLESS OTHERWISE STATED.												

Service charge of 1 1/2% per month on all delinquent accounts.

ADDRESS ALL PAYMENTS AND CORRESPONDENCE  
REGARDING ACCOUNTS TO  
BOX 2535 HARRISBURG, PA 17105  
PARTS NOT RETURNED WITHIN 10 DAYS  
FROM DATE OF INVOICE WILL BE  
CHARGED A RE-STOCKING CHARGE.

PAY THIS AMOUNT ►	732.99
AMOUNT CREDIT ►	732.99

TERMS: NET 30 DAYS  
UNLESS OTHERWISE STATED

ORIGINAL INVOICE - RETURN GREEN COPY WITH PAYMENT



May 15, 2002

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

Dear Mr. Dwight Koerber,

**SUBJECT: SANDY AND SETH OWENS VS. RINGLER MOTORS**

Regarding the rear differential housing that Cleveland Brothers Equipment, Milesburg replaced for Seth Owens. Seth had the unit (VIN #952965) towed into our Milesburg shop. The left rear wheel assembly had come off due to the rear differential housing tube breaking off. After doing failure analysis, it was determined that the housing had been broken before and was repaired by being mig welded with very small wire. This is not an acceptable repair procedure.

This failure was caused by a faulty repair procedure and not by a road hazard. We installed a Meritor C5-3121K18575 Housing. This is a 46,000lb housing. See attached model nomenclature copy. (2X23,000lb housings in tandem = 46,000lb rating) The housing was a build to order item that Meritor did not have in stock. This was the reason for the extended down time.

Regarding the steering cylinder, I cannot honestly say it was caused by the housing failure. I have been in the heavy duty truck field for 26 years as a technician, foreman and manager.

Sincerely,

A handwritten signature in black ink that reads 'Todd F. Perrine'.

Todd F. Perrine  
Manager  
Cleveland Brothers Equipment

Enclosure (1)

SL

P.O. BOX 8996  
MILESBURG, PA 16853

**EXHIBIT "B"**

FILED  
m 11:50 AM  
DEC 17 2002

2cc  
Sh ff  
*EWAS*

William A. Shaw  
Prosthemofary

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

SETH OWENS and SANDRA L. OWENS, \*  
Plaintiffs

\*

-VS-

DOCKET NO. 02-1624-CD

\*

RINGLER MOTORS, INC., \*  
Original Defendant

\*

-VS-

\*

PENN PUBLIC TRUCK & EQUIPMENT, \*  
and PENN PUBLIC SERVICES, INC.  
Additional Defendants \*

Type of Pleading:  
REPLY TO NEW MATTER

Filed on behalf of Plaintiffs:  
Seth Owens and Sandra L. Owens

Counsel of record for  
this party:

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

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

**FILED**

JAN 06 2003

William A. Shaw  
Prothonotary

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

SETH OWENS and SANDRA L. OWENS, Plaintiffs	*	
	*	
-VS-		DOCKET NO. 02-1624-CD
	*	
RINGLER MOTORS, INC., Original Defendant	*	
	*	
-VS-	*	
PENN PUBLIC TRUCK & EQUIPMENT, and PENN PUBLIC SERVICES, INC. Additional Defendants	*	
	*	

**REPLY TO NEW MATTER**

COME NOW, the Plaintiffs, Seth Owens and Sandra L. Owens, by and through their attorney, Dwight L. Koerber, Jr., Esquire, and file the within Reply to the New Matter that original Defendant Ringler Motors, Inc. has presented.

39. Admitted in part and denied in part. It is admitted that these paragraphs were included on the backside of the form in question. It is denied, however, that this language serves to protect the Defendant in its position herein, as there was a material misrepresentation in the sale of the truck and in the execution of the contract in question that precludes the Plaintiffs from now asserting the terms of the contract. That major misrepresentation was the failure to disclose that the manufacturer's warranty

covering the drive train and in particular the axle housing, were voided because of improper repairs made to the vehicle prior to the time that it was sold to Plaintiff.

40. Denied, legal conclusion. In further support of their position herein, Plaintiffs would adopt and incorporate by reference their answer to paragraph 39.

41. Denied, legal conclusion. In further support of their position herein, Plaintiffs would adopt and incorporate by reference their answer to paragraph 39.

42. This is the first time the Plaintiffs have seen the document in question. Plaintiffs would note that there is no signature portion to this document. Moreover, Plaintiffs would point out that the language in question reinforces their position rather than Defendant's position, because it makes specific reference to the remaining factory warranties. These warranties were specifically represented to Plaintiff as being the drive train warranty and the engine warranty. Plaintiffs underlying position in this case is that there was a material misrepresentation made by Defendant when it indicated that factory warranties were in place, as Defendant knew that the warranty for the drive train system had been negated because of unauthorized and improper work done on the axle housing.

43. Denied. To the contrary, when Plaintiff, Sandra L. Owens, called the day immediately following the night when the axle housing broke (which was the morning of March 1, 2002), the representative of Defendant stated that he did not want to hear about the problems and hung up on her. Defendant did not indicate in a timely fashion a willingness to perform the necessary work to get the said truck back on the road.

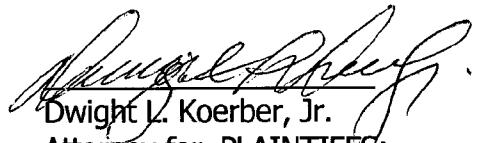
44. Denied. To the contrary, Defendant never unequivocally stated that it would be willing to perform the work necessary to get the Plaintiffs vehicle repaired. Indeed, Plaintiff, Sandra L. Owens, was met with a high level of courtesy when she called and spoke with Defendant's representatives on the morning of March 1, 2002, immediately after the incident occurred. Moreover, Defendant did not state how and when the repair work would be done. Based upon past delays and unresponsiveness on the part of Defendant in not fulfilling its commitment to make repairs or to have the truck available on an expedited basis for operation, Plaintiffs took the most responsible course of action they could take, which was to put the truck in for repairs and for immediate treatment, with this being done at Cleveland Brothers.

45. Admitted in part and denied in part. Plaintiffs readily admit that the vehicle was repaired by Cleveland Brothers. It is denied that this voided the warranty, because Defendants did not take reasonable action to make themselves available to perform the warranty work. Moreover, the warranty under the Uniform Commercial Code does not require that they bring their vehicle back to the Defendant's facilities to have the work done.

46. Denied. To the contrary, Plaintiffs know of no requests that have been made by the Defendant to have an opportunity to come to Plaintiffs' facilities and to review the damaged parts in question. Plaintiffs continue to have at their home the damaged axle and the improperly welded axle housing. There is no spoliation issue, as this evidence continues to be available for examination at the Plaintiffs' home.

WHEREFORE, Plaintiffs deny the New Matter asserted, and request that judgment be entered in their favor and against the Original Defendant Ringler Motors, Inc.

Respectfully Submitted,



Dwight L. Koerber, Jr.  
Attorney for PLAINTIFFS:  
Seth Owens and Sandra L. Owens

## **VERIFICATION**

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

  
Sandra L. Owens  
Sandra L. Owens

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

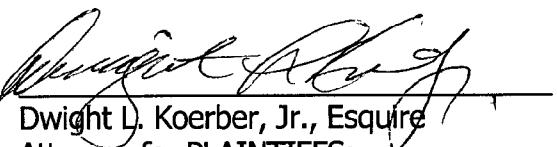
SETH OWENS and SANDRA L. OWENS,	*
Plaintiffs	*
-vs-	DOCKET NO. 02-1624-CD
RINGLER MOTORS, INC.,	*
Original Defendant	*
-vs-	*
PENN PUBLIC TRUCK & EQUIPMENT,	*
and PENN PUBLIC SERVICES, INC.	*
Additional Defendants	*

**CERTIFICATE OF SERVICE**

This is to certify that on the 6<sup>th</sup> day of January, 2003, the undersigned served a true and correct copy of the REPLY TO NEW MATTER in the above-captioned matter upon counsel for Defendant. Such documents were served via United States First Class Mail upon the following:

Darryl R. Slimak, Esquire  
MCQUAIDE, BLASKO, SCHWARTZ,  
FLEMING and FAULKNER, INC.  
811 University Drive  
State College, PA 16801-6699

John C. Dennison, II, Esquire  
DENNISON, DENNISON & HARPER  
293 Main Street  
Brookville, PA 15825

  
Dwight L. Koerber, Jr., Esquire  
Attorney for PLAINTIFFS:  
Seth Owens and Sandra L. Owens

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET NO. 02-1624-CD

Seth Owens and Sandra L. Owens

vs.

Ringler Motors, Inc.

vs.

Penn Public Truck & Equipment, and  
Penn Public Services, Inc.

REPLY TO NEW MATTER

10:37 AM  
4/20/02  
UCC  
Amy Koerber

*Law Office*

DWIGHT L. KOERBER, JR.

ATTORNEY-AT-LAW

110 NORTH SECOND STREET  
P. O. Box 1320  
CLEARFIELD, PENNSYLVANIA 16830

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

SETH OWENS and SANDRA L. OWENS, :  
Plaintiffs, : 1624 of 2002 C.D.  
vs. :  
RINGLER MOTORS, INC., : Defendant, : Type of Pleading  
vs. : : *Praecipe for Entry of*  
PENN PUBLIC TRUCK & EQUIPMENT and : : *Appearance*  
PENN PUBLIC SERVICES, INC., : Additional Defendants. :  
: :  
: : Filed on Behalf of Additional  
: : Defendant  
: : *Penn Public Truck & Equipment*  
: :  
: : Counsel for This Party  
: : *Darryl R. Slimak, Esquire*  
: : Pa. Supreme Court I.D. #41695  
: :  
: : *Richard K. Laws, Esquire*  
: : Pa. Supreme Court I.D. #82369  
: :  
: : McQuaide, Blasko, Schwartz,  
: : Fleming & Faulkner, Inc.  
: : 811 University Drive  
: : State College, PA 16801  
: : (814) 238-4926  
: : Fax: (814) 238-9624  
: :  
: :

FILED

JAN 13 2003

William A. Shaw  
Prothonotary

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

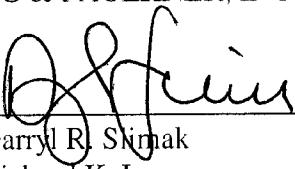
SETH OWENS and SANDRA L. OWENS, :  
Plaintiffs, : 1624 of 2002 C.D.  
vs. :  
RINGLE MOTOR, INC., :  
Defendant, :  
vs. :  
PENN PUBLIC TRUCK & EQUIPMENT and :  
PENN PUBLIC SERVICES, INC., :  
Additional Defendants. :  
:

**PRAECIPE FOR ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Please enter our appearance on behalf of the Additional Defendant PENN PUBLIC  
TRUCK & EQUIPMENT, in the above-captioned matter.

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: 

Darryl R. Slimak  
Richard K. Laws  
Attorneys for Additional Defendant  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

Dated: January 8, 2003

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

SETH OWENS and SANDRA L. OWENS, :  
Plaintiffs, : 1624 of 2002 C.D.  
vs. :  
RINGLER MOTORS, INC., :  
Defendant, :  
vs. :  
PENN PUBLIC TRUCK & EQUIPMENT and :  
PENN PUBLIC SERVICES, INC., :  
Additional Defendants. :  
:

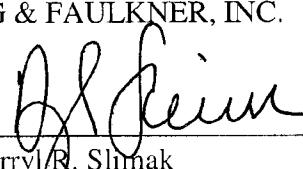
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Praeclipe for Entry of Appearance on Behalf of Additional Defendant Penn Public Truck & Equipment, in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this <sup>10</sup><sup>th</sup> day of January, 2003, to the attorney(s) of record:

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

John Dennison II, Esquire  
Dennison, Dennison & Harper  
293 Main Street  
Brookville, PA 15825

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: 

Darryl R. Slimak  
Richard K. Laws  
Attorneys for Additional Defendant  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

FILED  
M 13 55 AM  
JAN 13 1963  
cc  
[initials]

William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13183

OWENS, SETH & SANDRA L.

02-1624-CD

VS.  
RINGLER MOTORS INC

COMPLAINT

**SHERIFF RETURNS**

**NOW OCTOBER 18, 2002, BOB KOLAR, SHERIFF OF CAMBRIA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON RINGLER MOTORS INC., DEFENDANT.**

**NOW OCTOBER 23, 2002 SERVED THE WITHIN COMPLAINT ON RINGLER MOTORS INC., DEFENDANT BY DEPUTIZING THE SHERIFF OF CAMBRIA COUNTY. THE RETURN OF SHERIFF KOLAR IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED MICHAEL RINGLER, OWNER.**

---

Return Costs

Cost	Description
28.20	SHFF. HAWKINS PAID BY: ATTY.
39.25	SHFF. KOLAR PAID BY; ATTY.
10.00	SURCHARGE PAID BY: ATTY.
<u>77 45</u>	

**FILED**

**JAN 22 2003**

*9:00*  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

22<sup>nd</sup> Day Of January 2003



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

So Answers,



**Chester A. Hawkins**  
Sheriff

CASE # PLAINTIFF  
90320-02 OWENS, SETH & SANDRA  
DATE 10/23/02

DEFENDANT  
RINGLER MOTORS INC 02-1624

AT 13:30 HRS. SERVED THE COMPLAINT WITH NOTICE TO DEFEND UPON RINGLER MOTORS INC. BY HANDING A TRUE AND ATTESTED COPY THEREOF TO MICHAEL RINGLER, OWNER, HE BEING THE PERSON IN CHARGE AT 1555 FERNDALE AVE. JOHNSTOWN, CAMBRIA CO. PA. AND MAKING CONTENTS THEREOF KNOWN TO HIM. MY COSTS PAID BY ATTORNEY FOR PLAINTIFF.

SHERIFF COSTS 36.25  
PROTHONATARY 3.00  
TOTAL COSTS 39.25

SO ANSWERS,

*Bob Kolar*  
BOB KOLAR, SHERIFF

SWORN AND SUBSCRIBED TO BEFORE ME THIS 30TH DAY OF OCT. 02.

PROTHONATARY Patty Burkhal.

G A M B R I A C O U N T Y

S H E R I F F

10/29/02

DWIGHT KOERBER JR, ESQ.  
110 N. SECOND ST.

CLEARFIELD

PA 16830-0000

BOB KOLAR, SHERIFF  
CAMBRIA COUNTY  
PENNSYLVANIA

STATEMENT

BOB KOLAR, SHERIFF SHERIFF, CAMBRIA COUNTY, PA	CIVIL REC & DOCKETING & R	9.00
	CIVIL SERVICE	9.00
	GENERAL MILEAGE	18.25
	PROTHONOTARY NOTARY	3.00
OWENS, SETH & SANDRA 90320-02 COMPLAINT - OWENS VS. RINGLER MOTORS OWENS, SETH & SANDRA	REFUND ON DOCKET	60.75

V S  
RINGLER MOTORS INC 02-1624

DWIGHT KOERBER JR, ESQ.  
110 N. SECOND ST.

CLEARFIELD, PA 16830

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

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 13432

OWENS, SETH AND SANDRA L.

02-1624-CD

VS.

RINGLER MOTORS, INC. -vs- PENN PUBLIC TRUCK & EQUIPMENT a/

**COMPLAINT TO JOIN ADDITIONAL DEFENDANTS**

**SHERIFF RETURNS**

**NOW DECEMBER 19, 2002, LARRY FIELD, SHERIFF OF BLAIR COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHINCOMPLAINT TO JOIN ADDITIONAL DEFENDANTS ONPENN PUBLIC TRUCK & EQUIPMENT and PENN PUBLIC SERVICESINC, ADDL.DEFTS.**

**NOW DECEMBER 24, 2002 SERVED THE WITHIN COMPLAINT TO JOIN ADDITIONAL DEFENDANTS ON PENN PUBLIC TRUCK & EQUIPMENT and PENN PUBLIC SERVICES, INC., ADDL. DEFTS. BY DEPUTIZING THE SHERIFF OF BLAIR COUNTY. THE RETURN OF SHERIFF FIELD IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED BOTH COPIES ON ARLAN MILLER, SERVICE MGR.**

---

**Return Costs**

Cost	Description
35.95	SHFF. HAWKINS PAID BY: ATTY.
29.50	SHFF. FIELD PAID BY; ATTY.
20.00	SURCHARGE PAID BY; ATTY.

*8/54.5*

Sworn to Before Me This

5th Day Of Feb 2003  
William A. Shaw

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

**FILED**

FEB 05 2003

*CR*

So Answers,

*Chester A. Hawkins  
by Maury L. Harr*

Chester A. Hawkins  
Sheriff

**William A. Shaw  
Prothonotary**

DATE RECEIVED

DATE PROCESSED

1-2-

PICK UP  
12

## SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA  
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

6054607

SHERIFF SERVICE  
PROCESS RECEIPT, and AFFIDAVIT OF RETURN

## INSTRUCTIONS:

Print legibly, insuring readability of all copies.

Do not detach any copies. BCSD ENV. #

1. PLAINTIFF /S/

Sefn; Sandra Owens

2. COURT NUMBER

16240D 02

3. DEFENDANT /S/

Penn, Public Truck &amp; Equipment ET AL Complaint/Writ to join

SERVE

Penn Public Truck &amp; Equipment

4. TYPE OF WRIT OR COMPLAINT

AT

5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD.

714 11th St. Altoona, PA 16601

6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

7. INDICATE UNUSUAL SERVICE:

 PERSONAL  PERSON IN CHARGE  DEPUTIZE  CERT. MAIL  REGISTERED MAIL  POSTED  OTHER

NOW, \_\_\_\_\_, I, SHERIFF OF BLAIR COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

SHERIFF OF BLAIR COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriffs' sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of:

Dennison

 PLAINTIFF  
 DEFENDANT

10. TELEPHONE NUMBER

11. DATE

## SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

12. I acknowledge receipt of the writ or complaint as indicated above.

SIGNATURE of Authorized BCSD Deputy or Clerk and Title

13. Date Received

14. Expiration/Hearing date

12-23-02

1-22-03

15. I hereby CERTIFY and RETURN that I have personally served.  have served person in charge,  have legal evidence of service as shown in "Remarks" (on reverse)  have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by hand and/or Posting a TRUE and ATTESTED COPY thereof.16.  I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)

17. Name and title of individual served

ARHAN MAYER (SPR MGR)

18. A person of suitable age and discretion then residing in the defendant's usual place of abode. Read Order 

19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

SANE

20. Date of Service

21. Time

12-24-02

0935

22. ATTEMPTS Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int.

23. Advance Costs 24. 25. 26. 27. Total Costs 28. COST DUE OR REFUND

150.00 Rec'd 1059.08 25.50 4.00 0.00 29.50 120.50

30. REMARKS

SO ANSWER.

AFFIRMED and subscribed to before me this

26th

By (Sheriff/Dep. Sheriff) (Please Print or Type)

Sheriff T. Homan

Signature of Sheriff

Date

12-24-02

Date

SHERIFF OF BLAIR COUNTY

NOTARY PUBLIC

Carol Grieco, Notary Public  
Freedom Twp., PA, County

MY COMMISSION EXPIRES

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE  
OF AUTHORIZED ISSUING AUTHORITY AND TITLE

39. Date Received

## **SHERIFF'S RETURN OF SERVICE**

(1) The within \_\_\_\_\_ upon \_\_\_\_\_, the within named defendant by mailing to \_\_\_\_\_ by \_\_\_\_\_ mail, return receipt requested, postage prepaid \_\_\_\_\_ on the \_\_\_\_\_ a true and attested copy thereof at \_\_\_\_\_

The return receipt signed by \_\_\_\_\_ defendant on the \_\_\_\_\_ is hereto attached and made part of this return.

(2) Outside the Commonwealth, pursuant to Pa. R.C.P. 405 (c) (1) (2), by mailing a true and attested copy thereof at \_\_\_\_\_ in the following manner.

(a) To the defendant by ( ) registered ( ) certified mail, return receipt requested, postage prepaid, addressee only on the \_\_\_\_\_, said receipt being returned NOT signed by defendant, but with a notation by the Postal Authorities that defendant refused to accept the same. The returned receipt and envelope is attached hereto and made part of this return.

And thereafter:

(b) To the defendant by ordinary mail addressed to defendant at same address, with the return address of the Sheriff appearing thereon, on the \_\_\_\_\_

I further certify that after fifteen (15) days from the mailing date, I have not received said envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a proof of mailing.

(3) By publication in a daily publication of general circulation in the County of Blair Commonwealth of Pennsylvania, \_\_\_\_\_ time (s) with publication appearing \_\_\_\_\_

The affidavit from said publication is hereto attached.

(4) By mailing to \_\_\_\_\_ by \_\_\_\_\_ mail, return receipt requested, postage prepaid, on the \_\_\_\_\_ a true and attested copy thereof at \_\_\_\_\_

The \_\_\_\_\_ returned by the Postal Authorities marked \_\_\_\_\_ is hereto attached.

(5) Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2-2

## SHERIFF'S DEPARTMENT

BLAIR COUNTY, PENNSYLVANIA  
COURTHOUSE, HOLLIDAYSBURG, PA. 16648

60546T

SHERIFF SERVICE  
PROCESS RECEIPT, and AFFIDAVIT OF RETURN

## INSTRUCTIONS:

Print legibly, insuring readability of all copies.

Do not detach any copies. BCSD ENV.#

1. PLAINTIFF / S /

2. COURT NUMBER

2. DEFENDANT / S /

4. TYPE OF WRIT OR COMPLAINT

SERVE



5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD.

Penn Public Services Inc

6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

714 11th St. Altoona, PA 16601

7. INDICATE UNUSUAL SERVICE:  PERSONAL  PERSON IN CHARGE  DEPUTIZE  CERT. MAIL  REGISTERED MAIL  POSTED  OTHER

NOW, \_\_\_\_\_, I, SHERIFF OF BLAIR COUNTY, PA., do hereby depose the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

SHERIFF OF BLAIR COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN -- Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriffs' sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of:

 PLAINTIFF  
 DEFENDANT

10. TELEPHONE NUMBER

11. DATE

Dennison

SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

12. I acknowledge receipt of the writ or complaint as indicated above.

SIGNATURE of Authorized BCSD Deputy or Clerk and Title

13. Date Received

14. Expiration/Hearing date

15. I hereby CERTIFY and RETURN that  have personally served.  have served person in charge.  have legal evidence of service as shown in "Remarks" (on reverse)  have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by hand ing/or Posting a TRUE and ATTESTED COPY thereof.16.  I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)

17. Name and title of individual served

ARLAN IMMER SER. MGR

18. A person of suitable age and discretion then residing in the defendant's usual place of abode. Read Order 

19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

20. Date of Service

21. Time

12-24-02

0935

22. ATTEMPTS Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int. Date Miles Dep. Int.

23. Advance Costs 24. 25. 26. 27. Total Costs 28. COST DUE OR REFUND

30. REMARKS

SO ANSWER.

AFFIRMED and subscribed to before me this

26th

By (Sheriff/Dep. Sheriff) (Please Print or Type)

Date

day of

December, 2002

SHERIFF T. MARTIN

Date

Signature of Sheriff

SHERIFF OF BLAIR COUNTY

NOTARY PUBLIC  
Carol Grieco, Notary Public  
Freedom Twp., Blair CountyMY COMMISSION EXPIRES FEB 2008  
I ACKNOWLEDGE MY COMMISSION EXPIRES FEB 2008  
OF AUTHORITY ISSUED BY THE STATE OF PENNSYLVANIA  
Member, Pennsylvania Association of Notaries

39. Date Received

## **SHERIFF'S RETURN OF SERVICE**

(1) The within \_\_\_\_\_ upon \_\_\_\_\_, the within named defendant by mailing to \_\_\_\_\_ by \_\_\_\_\_ mail, return receipt requested, postage prepaid \_\_\_\_\_ on the \_\_\_\_\_ a true and attested copy thereof at \_\_\_\_\_

The return receipt signed by \_\_\_\_\_ defendant on the \_\_\_\_\_ is hereto attached and made part of this return.

(2) Outside the Commonwealth, pursuant to Pa. R.C.P. 405 (c) (1) (2), by mailing a true and attested copy thereof at \_\_\_\_\_ in the following manner.

(a) To the defendant by ( ) registered ( ) certified mail, return receipt requested, postage prepaid, addressee only on the \_\_\_\_\_, said receipt being returned NOT signed by defendant, but with a notation by the Postal Authorities that defendant refused to accept the same. The returned receipt and envelope is attached hereto and made part of this return.

And thereafter:

(b) To the defendant by ordinary mail addressed to defendant at same address, with the return address of the Sheriff appearing thereon, on the \_\_\_\_\_

I further certify that after fifteen (15) days from the mailing date, I have not received said envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a proof of mailing.

(3) By publication in a daily publication of general circulation in the County of Blair Commonwealth of Pennsylvania, \_\_\_\_\_ time (s) with publication appearing \_\_\_\_\_

The affidavit from said publication is hereto attached.

(4) By mailing to \_\_\_\_\_ by \_\_\_\_\_ mail, return receipt requested, postage prepaid, on the \_\_\_\_\_ a true and attested copy thereof at \_\_\_\_\_

The \_\_\_\_\_ returned by the Postal Authorities marked \_\_\_\_\_ is hereto attached.

(5) Other \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

SETH OWENS and SANDRA L. OWENS,

Plaintiffs,

1624 of 2002 C.D.

vs.

RINGLER MOTORS, INC.,

Defendant,

vs.

PENN PUBLIC TRUCK & EQUIPMENT and  
PENN PUBLIC SERVICES, INC.,

Additional Defendants.

Type of Pleading  
*Answer and New Matter of  
Additional Defendant Penn Public  
Truck & Equipment to Complaint to  
Join Additional Defendants*

Filed on Behalf of Additional  
Defendant  
*Penn Public Truck & Equipment*

Counsel for This Party  
*Darryl R. Slimak, Esquire*  
Pa. Supreme Court I.D. #41695

*Richard K. Laws, Esquire*  
Pa. Supreme Court I.D. #82369

McQuaide, Blasko, Schwartz,  
Fleming & Faulkner, Inc.  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

10/2/2002

10/2/2002

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

SETH OWENS and SANDRA L. OWENS, :  
Plaintiffs, : 1624 of 2002 C.D.  
vs. :  
RINGLER MOTORS, INC., :  
Defendant, :  
vs. :  
PENN PUBLIC TRUCK & EQUIPMENT and :  
PENN PUBLIC SERVICES, INC., :  
Additional Defendants. :  
:

**NOTICE TO PLEAD**

TO: RINGLER BROTHERS MOTORS, INC.  
c/o John Dennison, II, Esquire

SETH and SANDRA L. OWENS  
c/o Dwight L. Koerber, Jr., Esquire

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.

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:   
Darryl R. Sliwak  
Attorneys for Additional Defendant  
PENN PUBLIC TRUCK & EQUIPMENT  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

Dated: February 5<sup>th</sup>, 2003

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

SETH OWENS and SANDRA L. OWENS,	:	
	:	
Plaintiffs,	:	1624 of 2002 C.D.
vs.	:	
RINGLER MOTORS, INC.,	:	
Defendant,	:	
vs.	:	
PENN PUBLIC TRUCK & EQUIPMENT and	:	
PENN PUBLIC SERVICES, INC.,	:	
Additional Defendants.	:	

**ANSWER AND NEW MATTER OF ADDITIONAL  
DEFENDANT PENN PUBLIC TRUCK & EQUIPMENT, INC.  
TO COMPLAINT TO JOIN ADDITIONAL DEFENDANTS**

AND NOW comes Additional Defendant, PENN PUBLIC TRUCK & EQUIPMENT, INC., by and through its attorneys, McQuaide, Blasko, Schwartz, Fleming & Faulkner, Inc., and responds to the Complaint to Join Additional Defendants as follows:

1-2. The averments of Joinder Complaint paragraphs 1 and 2, inclusive, are denied in that after reasonable investigation, answering Defendant is without knowledge or information sufficient to form a belief as to the truth of same.

3. The averments of Joinder Complaint paragraph 3 are denied as stated. It is admitted only that Penn Public Truck & Equipment, Inc., is a corporation organized under the existing laws of the Commonwealth of Pennsylvania with offices located at 714 Eleventh Street, Altoona, Pennsylvania. There is no corporation doing business at that address as Penn Public Services, Inc. It is further believed and thus averred that as regards the allegations in the Complaint to Join Additional Defendants pertaining to welding of an axle housing, this may have

been performed by Penn Public Services, Inc., but was not performed by the wholly separate and unrelated corporation presently at said location, Penn Public Truck & Equipment, Inc.

4. Admitted that Plaintiffs initiated this action against original Defendant Ringler Brothers Motors, Inc. and a copy of the Complaint is attached. No further response thereto is believed to be required by this Additional Defendant under the Rules of Civil Procedure, such that said averments are deemed denied. By way of further response, it is averred that the allegations of Plaintiffs' Complaint against original Defendant Ringler Brothers Motors, Inc., pertain to fraudulent and/or negligent misrepresentation with regard to the manufacturer's warranties with regard to repair work on the vehicle in question and/or a breach of contract with claims for punitive damages which are separate and distinct from the claims of alleged negligence inappropriately directed against Additional Defendant Penn Public Truck & Equipment, Inc., in the Joinder Complaint.

5-6. Admitted that Plaintiffs' Complaint so alleges against original Defendant Ringler Brothers Motors, Inc., as more fully set forth in the Complaint filed against Ringler Brothers Motors, Inc. However, it is specifically denied that Additional Defendant Penn Public Truck & Equipment, Inc. was in any way involved in or responsible for any previous repair to the axle housing which allegedly broke and caused the property and other damages claimed by Plaintiffs.

7. The averments of Joinder Complaint paragraph 7 contain assertions of original Defendant Ringler Brothers Motors, Inc.'s legal position and/or legal conclusions to which no further nor more specific response is required under the Rules of Civil Procedure and which are therefore denied.

8. The averments of Joinder Complaint paragraph 8 are specifically denied. At no time did Additional Defendant Penn Public Truck & Equipment, Inc. negligently or otherwise

repair the axle housing. To the extent such work may have been performed as alleged, it is believed and thus averred that said work may have been performed by Penn Public Services, Inc., a separate and distinct corporation for which Penn Public Truck & Equipment, Inc. is not legally responsible.

9. The averments of Joinder Complaint paragraph 9 are denied as incorrect legal conclusions to which no further or more specific response is required under the Rules of Civil Procedure.

WHEREFORE, Additional Defendant Penn Public Truck & Equipment, Inc. demands entry of judgment in its favor and that all claims against it be dismissed, with prejudice.

**NEW MATTER**

10. As a matter of law and fact, Penn Public Truck & Equipment, Inc. is not and cannot be held legally responsible for the negligent or fraudulent misrepresentations or breach of contract by original Defendant Ringler Brothers Motors, Inc., as set forth in Plaintiffs' Complaint.

11. It is averred that Penn Public Truck & Equipment, Inc. and Penn Public Services, Inc. are separate, distinct corporations. Moreover, Penn Public Truck & Equipment, Inc. is not legally liable or responsible for any alleged negligence of Penn Public Services, Inc., to the extent same is alleged in the Joinder Complaint and/or might be established at the trial of this matter.

12. As a matter of well settled Pennsylvania law, just because there is some similarity in names between two corporations and that Penn Public Truck & Equipment, Inc. conducts its business at the address at which Penn Public Services, Inc. previously conducted its business activities, does not make Penn Public Truck & Equipment, Inc. liable for alleged negligence of Penn Public Services, Inc.

13. Furthermore, a contract for the sale of the assets of Penn Public Services, Inc., to Michael W. Ventre, dated December 29, 2000, is attached hereto as Exhibit "A." Said Michael W. Ventre subsequently organized and incorporated a new and independent corporation, Penn Public Truck & Equipment, Inc.

14. The aforesaid contract of sale between Penn Public Services, Inc. and Michael W. Ventre, specifically relates to a purchase of assets of Penn Public Services, Inc., and only those obligations of Penn Public Services, Inc. specified therein, none of which include liability for any negligence of Penn Public Services, Inc. as set forth in the Joinder Complaint in the within action.

15. Subsequently, Mr. Ventre incorporated Penn Public Truck & Equipment, Inc. and he now operates said business as its President, Secretary and Treasurer. There are no officers or stockholders of Penn Public Services, Inc. that have any ownership or business relationship to Penn Public Truck & Equipment, Inc. and Mr. Ventre never had and does not have any position with or interest in Penn Public Services, Inc.

16. Furthermore, at the time of the transaction between Penn Public Services, Inc. and Michael W. Ventre, Michael W. Ventre was not on notice of nor aware of any such alleged negligence by Penn Public Services, Inc., and indeed, the alleged break of the axle housing did not even occur until March 1, 2002, according to the Joinder Complaint, long after the asset sale by Penn Public Services, Inc. to Mr. Ventre was consummated.

17. Furthermore, there is no averment in the Complaint to Join Additional Defendants that would establish that Penn Public Truck & Equipment, Inc., is liable for any alleged negligence of Penn Public Services, Inc. As such, the Joinder Complaint fails to state a claim against Penn Public Truck & Equipment, Inc., upon which relief can be granted.

18. By way of further defense, and without waiving any and all defenses set forth hereinbefore, and/or which need not be pled under the Rules of Civil Procedure, in order to preserve the issue, based on our investigation to date, it is believed and thus averred that any work on the axle housing that may have been performed by Penn Public Services, Inc. was performed with reasonable care under the circumstances then and there existing, and was not negligent. Moreover, per the attached document obtained from Penn Public Services, Inc., Penn Public Services, Inc. performed certain work on said Western Start truck on or about November 16, 1999 as specifically noted therein on the documentation of the work performed. In said documentation, it is specifically provided that "**no adjustment or refunds after 30 days. . .**" See Exhibit "B" attached hereto. The document further reflects that said work was performed for customer Bill Krempasky, not for any of the parties to the within action and particularly, not for the alleged current owners of the truck in question, Plaintiffs Seth and Sandra Owens.

19. It is believed, based on information and belief, and thus averred, that after said repairs were made on the Krempasky vehicle, said vehicle was operated by Mr. Krempasky and/or his agents and employees, full time, with full loads, for as much as a year and a half (1½ ) without problems, and to the satisfaction of Mr. Krempasky.

20. Based on the fact that it appears that there is no privity of contract between Penn Public Services, Inc. and/or Penn Public Truck & Equipment, Inc., and Plaintiffs herein or Ringler Brothers Motors, Inc., and in view of the limited, thirty day time period for adjustment or refunds, as well as by reason of Mr. Krempasky's satisfaction with the work performed by Penn Public Services, Inc., the Joinder Complaint of Ringler Brothers Motors, Inc., fails as a matter of law to state a cause of action against Additional Defendants.

21. It is further believed and thus averred that the Complaint fails to state a claim against Penn Public Truck & Equipment, Inc., as Penn Public Truck & Equipment, Inc. would not be liable for any alleged failure of the axle housing under any valid legal theory, as a matter of law.

22. In order to preserve the issue pending further investigation and discovery, it is averred that Plaintiffs, Ringler Brothers Motors, Inc., and/or their predecessors in title/interest in the subject motor vehicle, and/or agents, servants, employees, and/or independent contractors they selected (and for which Penn Public Truck & Equipment, Inc. is not legally responsible), were negligent and/or otherwise acted tortiously as alleged within the original Complaint and/or in failing to properly inspect the vehicle to detect any problem as alleged in Plaintiffs' Complaint.

23. Pending further investigation, and so as to preserve the issue, it is averred that said vehicle was sold and/or transferred to Ringler Brothers Motors, Inc. by Mr. Krempasky as is/where is and without warranty or guarantee, and based on Ringler Brothers Motors' prior knowledge with regard to the work performed on said vehicle and/or the condition of same, which should not have been misrepresented to the Owens, if same is established at the trial of this matter. Moreover, any duty to disclose said prior repair, if any existed, was Ringler Brothers Motors' responsibility, and not that of Penn Public Services, Inc or Penn Public Truck & Equipment, Inc.

24. Pursuant to Pa. R.C.P. No. 2252(d), Additional Defendant Penn Public Truck & Equipment, Inc. hereby crossclaims against Ringler Brothers Motors, Inc. and Penn Public Services, Inc., on the bases set forth in the Plaintiffs' Complaint, the Joinder Complaint and/or hereinbefore, and alleges that if said allegations are established at the trial of this matter, Ringler

Brothers Motors, Inc. and/or Penn Public Services, Inc. are solely and/or jointly and severally liable to Plaintiffs and/or jointly and severally liable to Penn Public Truck & Equipment, Inc. for contribution or indemnity. The purpose for this cross claim is solely to have said other parties liability to Penn Public Truck & Equipment, Inc. for contribution or indemnification established in the instant proceedings, albeit all negligence of Penn Public Truck & Equipment, Inc. is expressly denied.

WHEREFORE, Additional Defendant Penn Public Truck & Equipment, Inc. demands entry of judgment in its favor and that all claims against it be dismissed, with prejudice.

Respectfully submitted,

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: \_\_\_\_\_

  
Darryl R. Slimak  
Attorneys for Additional Defendant  
PENN PUBLIC TRUCK & EQUIPMENT  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

Dated: February 5, 2003

*Owens v. Ringler Brothers Motors, Inc. v. Penn Public Truck & Equipment, et al*

**VERIFICATION**

The undersigned verifies that he/she is authorized to make this verification on behalf of  
PENN PUBLIC TRUCK & EQUIPMENT, INC.; and that the statements made in the foregoing  
**ANSWER AND NEW MATTER OF ADDITIONAL DEFENDANT PENN PUBLIC  
TRUCK & EQUIPMENT, INC. TO COMPLAINT TO JOIN ADDITIONAL  
DEFENDANTS** are true and correct to the best of his/her knowledge, information and belief. I  
understand that false statements herein are subject to the penalties of 18 Pa. C.S.A. §4904,  
related to unsworn falsification to authority.



\_\_\_\_\_  
Michael and/or Cathy Ventre

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

SETH OWENS and SANDRA L. OWENS, :  
Plaintiffs, : 1624 of 2002 C.D.  
vs. :  
RINGLER MOTORS, INC., :  
Defendant, :  
vs. :  
PENN PUBLIC TRUCK & EQUIPMENT and :  
PENN PUBLIC SERVICES, INC., :  
Additional Defendants. :  
:

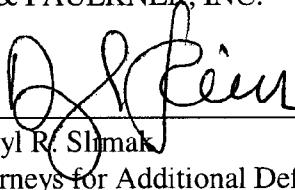
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Answer and New Matter of Additional Defendant Penn Public Truck & Equipment, Inc. to Complaint to Join Additional Defendants in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this 6<sup>th</sup> day of February, 2003, to the attorney(s) of record:

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

John Dennison, II, Esquire  
Dennison, Dennison & Harper  
293 Main Street  
Brookville, PA 15825

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: 

Darryl R. Slimak

Attorneys for Additional Defendant  
PENN PUBLIC TRUCK & EQUIPMENT  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

Exhibit A

## CONTRACT OF SALE

THIS CONTRACT is made this 29 day of 12, 2000, by **PENN PUBLIC SERVICES, INC.**, a Pennsylvania corporation with principal offices located in the City of Altoona, Blair County, Pennsylvania (hereinafter referred to as "Seller")

AND

**MICHAEL W. VENTRE**, of Altoona, Blair County, Pennsylvania (hereinafter referred to as "Buyer").

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer certain, but not all, assets, rights, property, real and personal, and accounts of the Seller relating to Seller's business which is engaged in the truck repair business.

NOW, THEREFORE, for and in consideration of the mutual promises and conditions contained in this Contract, **THE PARTIES AGREE AS FOLLOWS:**

1. Buyer shall purchase from Seller and Seller shall sell to Buyer all of Seller's assets described below which assets are hereinafter referred to as the "Purchased Assets" and consist of the following:
  - A. All usable and sellable inventory owned by the Seller as of December 31, 2000;
  - B. All accounts receivable owed to Seller as of December 31, 2000 and having a minimum balance of \$75,000;
  - C. Seller's interest under that certain Indenture of Installment Sales Agreement between Thelma Rittenhouse, now deceased, and Seller dated February 2, 1985 and recorded in Blair County Deed Book Volume 1112 Page 66;
  - D. All furniture, fixtures, machinery and equipment, including vehicles of Seller;
  - E. All cash and cash equivalents of the Seller as of December 31, 2000;
  - F. All rights and privileges of Seller under contracts and open order with customers, including, without limitation, customer lists and customer files and records;
  - G. All production records, purchasing records, inventory records, correspondence files and records, software, hardware and disk data files; and
  - H. Goodwill, including, without limitation, the telephone number and fax number of Seller.

The following assets, without limitation, are specifically not included in the purchase by Seller:

2. The purchase price payable by Buyer to Seller shall consist of the Buyer's assumption of the following obligations of Seller:

- A. Those arising under the following Agreements, Notes, Mortgages and Amendments thereto that Seller has executed with Thelma Rittenhouse:
  - Indenture of Installment Sales Agreement dated February 2, 1985 and the Amendment thereto dated January 29, 1999;
  - \$1,000,000 Note of Penn Public dated February 2, 1985 as amended January 29, 1999;
  - Mortgage dated February 2, 1985 and recorded in Blair County Mortgage Book Volume 878 Page 563;
  - Note dated November 24, 1999 in the amount of \$100,000;
  - Mortgage dated November 24, 1999 in the amount of \$100,000 and recorded in Blair County Mortgage Book Volume 1440 Page 56;
- B. The accounts payable of Seller as set forth on attached Exhibit "A";
- C. Note to Central Bank with an approximate balance due of \$37,500.00;
- D. Note to First American National Bank with an approximate balance due of \$13,300.00 and secured by two (2) trucks owned by Seller;

All of the above obligations assumed by Buyer shall be subject to modification as agreed upon by Buyer and the respective creditors with no further payment obligation to Seller for any difference.

Upon execution of this Contract by both parties, Buyer shall pay Seller a downpayment in the amount of \$1,000 which downpayment shall be applied at closing to Seller's obligations assumed hereunder by Buyer.

Buyer is reserved the right to allocate the purchase price to the assets being acquired prior to closing.

3. Closing shall be held on or before January 31, 2001 at the Law Office of Terrence E. Tomassetti, Attorney for Buyer. Time is of the essence. Notwithstanding the foregoing, Buyer shall have the right to extend the closing date to no later than February 28, 2001 in the event the required funding is not available for closing on or before January 31, 2001.

4. This Contract may be terminated by either party by written notice to the other if closing has not occurred on or before February 28, 2001.

5. At the closing, Seller shall deliver to Buyer all deeds, bills of sale, endorsements, assignments and other good and sufficient instruments of conveyance and transfer in form and content satisfactory to Buyer's counsel, containing full warranties of title as necessary and effective to vest in Buyer good, absolute and marketable title to the properties and assets being transferred by Seller, free and clear of all liens, charges, encumbrances and other restrictions. Before January 15, 2001 Seller shall apply for all Pennsylvania Department of Revenue Corporate Clearance Certificates, Tax Lien Certificates and Department of Labor & Industry Clearance Certificates.

6. The parties agree to deliver to each other both before and after closing any further documents or evidences of title and engage in any undertakings that may reasonably be required to effectuate this Contract and to carry out its intent and purpose.

7. Seller represents and warrants that Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Pennsylvania and has all requisite corporate power and authority to carry on its business as it is currently being conducted, to enter into this Contract and to carry out and perform the terms and provisions of this Contract. Seller shall deliver to Buyer an Opinion dated on or prior to the date as of the date of closing of Seller's legal counsel affirming these representations and shall likewise provide such corporate resolutions as are reasonably required by Buyer.

8. Seller has delivered to Buyer a Balance Sheet dated as of October 2000, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference. Seller represents and warrants that to the best of Seller's knowledge and belief this Balance Sheet was prepared in accordance with generally accepted accounting principles and fairly represents the financial condition of the Seller at the date of the Balance Sheet and discloses all of the debts, liabilities and obligations of the Seller arising out of transactions occurring or any state of facts existing, on or prior to the date of the Balance Sheet. Seller represents and warrants that between the date of the Balance Sheet and the date hereof that there have been no changes in the financial condition of the Seller that significantly affect the value of Seller's business. Seller also represents and warrants that to the best of Seller's knowledge there are no law suits or administrative proceedings pending or threatened against Seller or effecting any of its properties or rights being sold hereunder, other than the potential mortgage foreclosure and/or collection action being contemplated by the Estate of Thelma Rittenhouse under pursuant to the Notes, Mortgages and Indenture of Installment Sales Agreement referenced in paragraph 2 herein. Seller further warrants and represents that Seller is not in default under any law or ordinance or under any order of any court or federal, state, municipal or other governmental department, commission, board or agency, wherever located; that its operations are in compliance

with all applicable laws, permits and ordinances including, without limitation, any and all federal or state laws or local ordinances or other rules or regulations concerning hazardous, toxic, or dangerous substances, wastes or materials or related environmental matters.

9. The obligation of the Buyer to consummate this Contract is subject to and conditioned upon the satisfaction at or prior to closing of all of the terms and conditions of this Contract to be complied with and performed by Seller and subject to the following further conditions:

A. Execution of an Agreement with the Estate of Thelma Rittenhouse for the purchase of all assets including, all land, building and improvements being sold by Thelma Rittenhouse, now deceased, to Seller, under the aforesaid Indenture of Installment Sales Agreement, which Agreement between the Estate of Thelma Rittenhouse and Buyer must be in form and content, including, without limitation, price, agreeable to Buyer and closing on same at or before closing under this Contract;

B. Buyer must be approved for financing from the following lenders in the amounts set forth with collateral positions as required by each such lender and subject to the terms and conditions as otherwise required by each such lender:

• M & T Bank	\$ 165,000
• City of Altoona - Economic Development Loan Fund or North I-99 Enterprise Zone Fund	\$ 75,000
• Southern Alleghenies Planning and Development Commission	\$ 50,000

Buyer's performance hereunder is expressly conditioned upon obtaining the above financing, and subject further to Buyer obtaining interim financing for both of the last two (2) loans by M & T Bank at prevailing commercial rates and terms.

C. All environmental assessments or studies required by Buyer or any lender indicating that no "recognized environmental condition" affects the premises and that no remedial action is recommended or required to bring the premises into compliance with all federal, state and local environmental laws, ordinances, rules and regulations. Neither Seller nor Buyer shall have any obligation to perform any remedial work recommended or required as a result of said assessment or study.

10. Buyer shall be entitled to commence operation of his business enterprise at the premises on January 1, 2001. Buyer shall be entitled to all income generated from the operations of his business from that date forward and shall likewise be responsible for all business expense incurred or arising on or after the aforesaid date. In addition thereto, Buyer shall be entitled to receive all of Seller's accounts receivable paid on or after the aforesaid date which shall be applied in reduction of the assumed liabilities set forth in paragraph 2 herein, as determined by Buyer. Upon Buyer's commencement of business operation at the premises, Seller's business operation shall cease.

Risk of loss or damage by fire or other cause to the physical property or assets to be transferred hereunder shall be on Seller until closing. Upon the earlier of closing or commencement of Buyer's business operations at the premises, risk of loss shall pass to and be borne by the Buyer. For purposes of this Contract, the term premises shall include the real estate with improvements thereon described in Exhibit "A" of the 1985 Indenture of Installment Sales Agreement between Thelma Rittenhouse, now deceased, and Seller.

11. Buyer shall not assume or have any obligation, responsibility or liability of any nature with respect to the compensation of Seller's employees or any Pension Plan or other Benefit Plan for the benefit of said employees. On or prior to the closing date, Seller shall take all corporate and other action necessary to terminate such Plans and Benefits and notify the employees and all participants of the terminations of said Plan. Seller shall file any required notices of termination with any and all government and taxing authorities. In no event shall the employment of any of Seller's employees by Buyer after the closing date result in the accrual of any additional service credit under any Pension or other Benefit Plan. On or prior to the closing date, Seller shall also pay all taxes, assessments and charges imposed, levied or assessed upon Seller or its properties or its business or which it is required to withhold or pay over including, without limitation, all federal, state and local employment, income and business taxes.

12. Seller represents that the fixtures, equipment and other tangible assets of Seller being sold under this Contract are in good condition and repair, reasonable wear and tear excepted, with the exception, if any, of the following:

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13. All warranties, covenants and promises of the parties contained in this Contract shall survive closing.
14. The parties represent and warrant to each other that they have not employed or used any broker or agent with respect to the sale and purchase contemplated by this Contract.
15. The Seller's rights under this Contract shall not be assigned without the consent of Buyer. It is hereby acknowledged that Buyer is reserved the right to assign his interest under this Contract to any entity that he creates for the ownership and operation of his intended business and ownership of the real estate.

16. The laws of the Commonwealth of Pennsylvania shall govern the validity of this Contract, the construction of its terms and the interpretation of the rights and duties of the parties.

17. Any dispute arising under the Contract or relating to the sale and purchase relating to this Contract shall be resolved under the commercial arbitration rules of the American Arbitration Association.

18. All of the terms and provisions of this Contract shall be binding upon and inure to the benefit of, and be enforceable by, Seller and Buyer and their respective, heirs, successors and assigns.

19. This Contract constitutes the entire agreement between the parties and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth or provided for in this Contract.

IN WITNESS WHEREOF and intending to be legally bound thereby, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

John X. Lounsb (Ken)  
Secretary

PENN PUBLIC SERVICES, INC.  
By: Calvin Jackson  
President

Michael W. Ventre  
Michael W. Ventre

# EXHIBIT "A"

**ACCOUNTS PAYABLE    PENN PUBLIC SERVICES**

<b>ACCOUNTS</b>	<b>CURRENT NOVEMBER</b>	<b>PAST DUE</b>
ALLEGHENY MACK	198.57	0.00
ALLEGHENY HIGH LIFT	365.95	0.00
ALLEGHENY SUPPLY	101.42	0.00
ALLEGHENY TRUCKS	1084.19	0.00
ALTOONA CITY AUTHORITY	0.00	0.00
ALTOONA EMERGENCY	0.00	0.00
ALTOONA PIPE & STEEL	0.00	0.00
AMERICAN TOOL & EQUIPMENT	0.00	0.00
ANYTIME TRUCK & TIRE	0.00	0.00
A T & T	0.00	0.00
AUSTIN FIRE EQUIPMENT	0.00	0.00
AXLE SURGEONS	66.35	0.00
BRUMBAUGH BODY	405.00	0.00
CENTRAL HYDRAULICS	0.00	0.00
CENTRAL DISTRIBUTORS	0.00	0.00
COURTESY FORD	0.00	0.00
COURTESY MOTORS	0.00	0.00
CRESSON MOTORS	0.00	0.00
CRESSON RIDGE DIESEL	0.00	0.00
CUMMING MOTORS	0.00	0.00
DALLAS SPRING	0.00	3524.77
DALE OXYGEN	362.60	0.00
DAYTON PARTS	126.45	0.00
DO-ALL PITTSBURGH	0.00	0.00
DRIVELINE SERVICE	685.69	6643.78
WSI OF CENTRAL PA	136.50	0.00
E.M.S., INC.	0.00	0.00
ERIE BEARING	0.00	0.00
EZ TO US DIRECTORIES	0.00	1327.50
FIORE PONTIAC	0.00	0.00
FISHER AUTO PARTS	0.00	0.00
FLAGG	1202.48	0.00
GPU ENERGY	982.72	0.00
GTE DIRECTORIES	0.00	5251.79
HARVEY SUPPLY	397.32	0.00
HEAVY DUTY PARTS	630.30	1544.01
HOLLIDAYSBURG AUTO PARTS	0.00	0.00
INDUSTRIAL UNIFORM	475.48	0.00
INTERSTATE BATTERY	0.00	0.00
I.P.S.	0.00	800.00
IRON CITY SPRING	5547.44	6167.50
JACODAR	157.38	0.00
JOHN STUCKEY FORD	26.36	0.00
KAR PRODUCTS	407.54	0.00
KEYSTONE RADIATOR	75.00	0.00
KIMBALL MIDWEST	0.00	0.00
LAWRUK MACHINE	0.00	0.00
LINDY'S AUTOMOTIVE	1130.27	639.40

LUCENT TECHNOLOGIES	0.00	0.00
MARTIN OIL CO.	269.00	0.00
MCMASTER - CARR	0.00	0.00
MIKE'S TOOLS	0.00	0.00
M I SUPPLY	11.77	0.00
MCLANAHAN CORP.	0.00	0.00
MESSER	0.00	0.00
MORRAL BROTHERS	0.00	445.09
MOTORCAR PARTS	0.00	0.00
M.R.S., INC.	48.88	0.00
NAPA AUTO PARTS	0.00	0.00
NEFF ELECTRIC	0.00	308.44
NELSON BROTHERS	0.00	0.00
NITTANY ANCHOR	15.90	0.00
PATTERSON MAGHINE	0.00	0.00
PITT OHIO	0.00	0.00
PEOPLES NATURAL GAS	0.00	0.00
POINT SPRING	0.00	0.00
REDNECK TRAILER	72.40	0.00
RPM NITTANY PRINTING	0.00	0.00
SAFETY KLEEN	0.00	0.00
SAVILLE & COMPANY	0.00	0.00
SPECIALTY LIFT TRUCKS	0.00	0.00
SAVILLE & COMPANY	0.00	0.00
STEMPF AUTOMOTIVE	0.00	0.00
SUBURBAN PROPANE	0.00	0.00
TRIANGLE AUTO SPRING	0.00	0.00
TRUCK TRAILER PARTS	0.00	0.00
TW	0.00	0.00
TXU ENERGY	634.70	0.00
UPMC HEALTH SYSTEMS	4607.22	0.00
UPS	209.94	0.00
YOUNGSTOWN KENWORTH	0.00	0.00
VALLEY NATIONAL	73.76	0.00
WARD TRUCKING	100.33	0.00
ZEP MANUFACTURING	63.84	0.00
AFLAC	0.00	0.00
BELL ATLANTIC ( VERIZON)	1366.91	0.00
SPRINT YELLOW PAGES	0.00	6214.14
TRANS GENERAL	0.00	0.00
TRIAD FINANCIAL	0.00	6800.01
MILLERS AUTO PARTS	0.00	0.00
W.W. ENGINE	402.00	0.00
BEDFORD FORD	31.11	0.00
SIMONS FIRE & SAFETY	127.20	0.00
CONSOLIDATED STEEL	0.00	0.00
GAGE COMPANY	0.00	0.00
DIAMOND AUTO GLASS	120.92	0.00
FLEET PRIDE	170.83	0.00
PORTA'S TIRE	40.60	0.00
	<b>22940.32</b>	<b>39666.43</b>

# EXHIBIT “B”

PENN PUBLIC SERVICES, INC.  
 BALANCE SHEET  
 ASSETS

OCTOBER

**CURRENT ASSETS**

CASH IN BANK	18,863.14
PETTY CASH	350.00
TAX ACCOUNT	80.63
PAYROLL ACCOUNT	11,210.34
DEFERRED INCOME TAXES	32,600.00
DEFERRED TAXES VALUATION ALLOWANCE	(16,600.00)
INSURANCE SAVINGS ACCOUNT	6,375.69
ACCOUNTS RECEIVABLES	77,168.34
INVENTORY	79,816.69
PREPAID TAXES	4,430.56
<b>TOTAL CURRENT ASSETS</b>	<b>213,495.39</b>

**FIXED ASSETS**

LAND	98,888.00
BUILDING & IMPROVEMENTS	559,285.18
LESS: Depr. Bldg. & Impr.	487,348.07
MACHINERY & EQUIPMENT	444,138.74
LESS: Depr. Mach. & Equip.	443,423.88
TRUCKS	42,210.02
Less: Depr. Trucks	38,461.21
<b>TOTAL FIXED ASSETS</b>	<b>166,400.78</b>

**OTHER ASSETS**

GOODWILL	61,000.00
CASH VALUE SURRENDER - LIFE INS.	-
INTEREST DEFERRED TRUCKS	3,767.33
<b>TOTAL OTHER ASSETS</b>	<b>65,567.33</b>

**TOTAL ASSETS** 445,463.50

**PENN PUBLIC SERVICES, INC.**

**BALANCE SHEET  
LIABILITIES & NET WORTH**

**OCTOBER**

**CURRENT LIABILITIES**

ACCOUNTS PAYABLE	64221.23
NOTE PAYABLE - SHORT TERM	50000.00
ACCRUED TAXES, INSURANCE, ETC.	-14556.03
ACCRUED EXPENSES	0.00
ACCRUED INCOME TAXES	13662.00
ACCRUED PROFIT SHARING	0.00
<b>TOTAL CURRENT LIABILITIES</b>	<b>113327.20</b>

**LONG TERM LIABILITIES**

NOTE PAYABLE - THELMA RITTENHOUSE	484645.31
NOTE PAYABLE - CENTRAL BANK	37632.69
NOTE PAYABLE - FIRST AMERICAN NATIONAL BANK	14695.06
<b>TOTAL LONG TERM LIABILITIES</b>	<b>536973.06</b>

**TOTAL LIABILITIES**

**650300.26**

**NET WORTH**

CAPITAL STOCK	30000.00
LESS: TREASURES STOCK	-67384.60
RETAINED EARNINGS	-167532.16
<b>TOTAL NET WORTH</b>	<b>-204836.76</b>

**TOTAL LIABILITIES &**

**NET WORTH**

**445,463.50**

PENN PUBLIC SERVICES, INC.

BREAKDOWN OF SALES

	OCTOBER 2000	YEAR TO DATE 2000	YEAR TO DATE 1999
PARTS	755.44	10261.76	9129.26
NEW SPRINGS	4157.19	44689.14	60859.24
SPRINGS REPAIRED	14868.77	191893.52	236293.75
AXLE GRINDING WORK	0.00	2215.00	15603.5
FRONT AXLE WORK	2475.30	14305.61	0.00
MACHINE WORK	10533.39	119653.71	127205.24
DRIVE - LINES	3647.92	58116.03	55006.51
U - BOLTS	2981.09	30594.96	37233.33
BOOGIE ARM WORK	1769.72	24662.22	14033.09
FRAME WORK	15025.09	171749.87	133046.89
FRONT END ALIGNMENT	2991.10	33361.23	33803.56
FRONT END WORK	3133.64	45389.13	59062.30
SALE OF SCRAP	350.10	1147.50	1644.00
	62688.75	748039.68	783721.47

ADDENDUM

MADE this 12th day of April, 2001, between the **ESTATE OF THELMA RITTENHOUSE**, deceased (referred to in this Agreement as the "Seller"),

and

**MICHAEL W. VENTRE**, (referred to in this Agreement as the "Buyer").

**RECITALS**

A. Seller and Buyer entered into an Agreement dated January 31, 2001, to which it is intended that this Addendum be attached and be made a part thereof.

B. Seller and Buyer agree that the aforesaid agreement dated January 31, 2001, be in full force and effect, except to the extent that its terms are amended by the provisions herein contained.

**NOW THEREFORE**, the parties hereto, intending to be legally bound hereby, mutually covenant and agree as follows:

1.

The purchase price shall be amended to be the sum of **TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS** - in paragraph 2 of said Agreement.

2.

The settlement date shall be on or before May 15, 2001, at the office of the Buyer's Attorney - in paragraph 3 of said Agreement.

3.

Notwithstanding anything contained in the Agreement of January 31, 2001 to the contrary, Buyer, in consideration of the reduction of the purchase price set forth above, agrees to:

a. release the Seller from any and all liability that may arise out of the ownership of the real estate securing the mortgages assigned by the terms of this Agreement, which said liability may arise as a result of any underground storage tanks which were, at the time of ownership by the decedent, Thelma Rittenhouse, in existence on the premises; and

b. indemnify, defend and hold Seller harmless from, against and in respect of any and all liabilities, claims, damages, losses, costs and expenses, including reasonable attorney's fees arising out of, resulting from or relating to any environmental matter concerning the subject premises.

4.

In all other respects, the provisions of the Agreement of January 31, 2001 are ratified and confirmed if not inconsistent herewith.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

ESTATE OF THELMA RITTENHOUSE

M & T BANK

By: Harold M. DeGraaf, Trust Officer

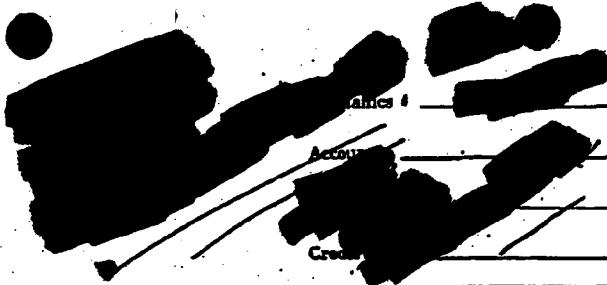
Harold E. Skonier  
Harold E. Skonier

Janet L. Skonier  
Janet L. Skonier

Michael W. Ventre  
Michael W. Ventre

Exhibit B

Bill Krempsky



## REPAIR ORDER

No. 18346

11-16 1000

CUSTOMER PURCHASE  
ORDER NO. 1

Above Space For Office Use Only

Name of Customer

Bill Krempsky

Phone

240-3202 or 472-7267

Make	Serial Number	Equipment No.	License No.	Mileage
Western Star	24LPCC50WKG5285		21-0997	258984

Description of Work

Left Rear Hub	Repaired	Failure	360.00
1 inner race			13.89
1 outer races			22.41
1 inner bearing			17.36
1 outer bearing			26.03
1 seal			40.49
1 new oil end			125.00
1 tube grease			2.50
4 cans Lube & Clean			24.50 18.00
			625.69
		Tax	37.54
			663.23

No adjustment or refunds after 30 days - Copy of this repair order must be presented

NOTICE - ALL U BOLTS SHOULD BE TORQUED TO ORIGINAL EQUIPMENT MANUFACTURER'S  
SPECIFICATIONS AFTER ONE THOUSAND MILES.

RECEIVED BY

Print 11-17-00

19

Delivered By

m/c

19

Shipped By

19

Invoice No. 76605

Data

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

SETH OWENS and  
SANDRA L. OWENS,  
Plaintiffs

\*

-vs-

\*

Docket No. 02-1624-CD

\*

RINGLER MOTORS, INC.,  
Defendant

\*

Type of Pleading:  
CERTIFICATE OF SERVICE

Filed on behalf of:  
Plaintiff:  
Seth Owens and Sandra L. Owens

Counsel of record for this party:

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

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

**FILED**

FEB 28 2003

William A. Shaw  
Prothonotary

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

SETH OWENS and  
SANDRA L. OWENS,  
Plaintiffs

\*

-vs-

\*

Docket No. 02-1624-CD

\*

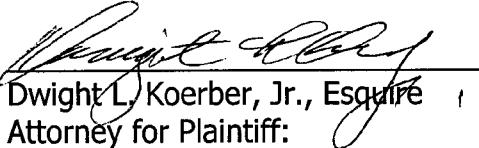
RINGLER MOTORS, INC.,  
Defendant

\*

**CERTIFICATE OF SERVICE**

This is to certify that on the 28<sup>th</sup> day of February, 2003, the undersigned served an original and two copies of the foregoing Set I Interrogatories and Request for Production of Documents Directed to Defendant in the above-captioned matter upon Counsel for Defendant. Such documents were served via United States First Class Mail upon the following:

John C. Dennison, II, Esquire  
DENNISON, DENNISON & HARPER  
293 Main Street  
Brookville, PA 15825

  
Dwight L. Koerber, Jr., Esquire  
Attorney for Plaintiff:  
Seth Owens and Sandra L. Owens

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
DOCKET NO. 02-1624-CI

Seth Owens and  
Sandra L. Owens

vs.

Ringler Motors, Inc.

CERTIFICATE OF SERVICE

FILED 4CC

1/24/03 AM  
FEB 28 2003

Atty Koerber  
FEB  
William A. Shaw  
Flemington

Law Office

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

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

SETH OWENS and  
SANDRA L. OWENS,  
Plaintiffs,  
vs.

RINGLER MOTORS, INC.,  
Original Defendant,

vs.

PENN PUBLIC TRUCK & EQUIPMENT,  
and PENN PUBLIC SERVICES, INC.  
Additional Defendants.

No. 1624 of 2002 C.D.

Type of Case: Civil

Type of Pleading: Notice of Intent to Serve  
Subpoena to Produce Documents and  
Things for Discovery Pursuant to  
Pa.R.C.P. 4009.21

Filed on Behalf of: Original Defendant

Counsel of Record for this Party:  
John C. Dennison, II, Esquire

Supreme Court No.: 29408

Dennison, Dennison & Harper  
293 Main Street  
Brookville, PA 15825

Phone: 814-849-8316

**FILED**

MAR 27 2003

*William A. Shaw  
Prothonotary*

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

SETH OWENS and SANDRA L. :  
OWENS, :  
Plaintiffs, :  
vs. : No. 1624 of 2002 C.D.  
: :  
RINGLER MOTORS INC., :  
: :  
Original Defendant. :  
: :  
vs. :  
: :  
PENN PUBLIC TRUCK & EQUIPMENT, :  
and PENN PUBLIC SERVICES, INC. :  
Additional Defendants. :  
:

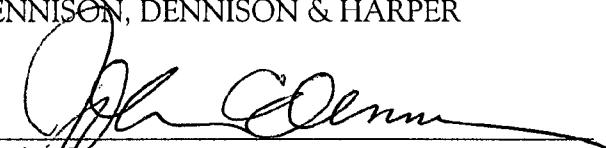
**NOTICE OF INTENT TO SERVE A SUBPOENA TO  
PRODUCE DOCUMENTS AND THINGS FOR  
DISCOVERY PURSUANT TO P.A.R.C.P. 4009.21**

**TO: CLEVELAND BROTHERS EQUIPMENT**

Ringler Motors, Inc., by and through its attorneys, Dennison, Dennison & Harper, intends to serve a Subpoena identical to the one that is attached to this Notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the Subpoena. If no objection is made, the Subpoena may be served.

DENNISON, DENNISON & HARPER

By

  
John C. Dennison, II  
Attorneys for Ringler Motors, Inc., Original  
Defendant

Dated: March 26, 2003

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

Seth Owens  
Sandra L. Owens  
Plaintiff(s)

Vs. \* No. 2002-01624-CD  
Ringler Motors, Inc. \*  
Vs.  
Penn Public Truck & Equipment  
Penn Public Services, Inc.  
Defendant(s)

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO  
RULE 4009.22

TO: Cleveland Brothers Equipment, P. O. Box 8996, Milesburg, PA 16853  
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things: See attached

to Dennison, Dennison & Harper, 293 Main Street, Brookville, PA 15825  
(Address)

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

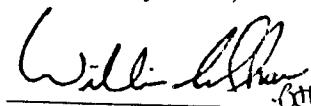
THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: John C. Dennison, II  
ADDRESS: 293 Main Street  
Brookville, PA 15825  
TELEPHONE: (814) 849-8316  
SUPREME COURT ID # 29408  
ATTORNEY FOR: Ringler Motors, Inc.,  
Defendant

BY THE COURT:

William A. Shaw

Prothonotary/Clerk, Civil Division



Deputy

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

DATE: Monday, March 24, 2003  
Seal of the Court

All invoices, bills, parts lists, and all other documents which were generated in any way relating to the repair of a 1998 Western Star Tractor, Model 4964F, VIN 952965, which was owned by Seth Owens and Sandra L. Owens in the calendar year 2002.

CERTIFICATE OF SERVICE

I certify that a certified copy of the foregoing Notice of Intent to Serve a Subpoena to Produce Documents and Things for Discovery Pursuant to Rule 4009.21 was served on the 26<sup>th</sup> day of March, 2003, by United States Mail, First Class, postage prepaid, addressed to the following:

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

Darryl R. Slimak, Esq.  
McQuaide, Blasko, Schwartz,  
Fleming and Faulkner, Inc.  
811 University Drive  
State College, PA 16801-6699

DENNISON, DENNISON & HARPER

By

  
John C. Dennison, II  
Attorneys for Ringler Motors, Inc., Original  
Defendant

FILED  
M 11:11 6/21  
MAR 27 2003  
cc

William A. Shaw  
Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

SETH OWENS and SANDRA L.  
OWENS,

Plaintiffs,

vs.

RINGLER MOTORS, INC.,

Original Defendant,

vs.

PENN PUBLIC TRUCK & EQUIPMENT  
and PENN PUBLIC SERVICES, INC.,  
Additional Defendants.

CIVIL ACTION - LAW

Number 2002 - 01624 - CD

Type of Case: Civil Division

Type of Pleading: Notice of Deposition for  
the Purpose of Copying Records Only

Filed on Behalf of: Original Defendant

Counsel of Record for this Party:  
John C. Dennison, II

Supreme Court Number: 29408

DENNISON, DENNISON & HARPER  
293 Main Street  
Brookville, Pennsylvania 15825

**FILED**

APR 23 2003

William A. Shaw  
Prothonotary

NOTICE OF DEPOSITION FOR THE PURPOSE  
OF COPYING RECORDS ONLY

TO: Cleveland Brothers Equipment  
P. O. Box 8966  
Milesburg, PA 16853

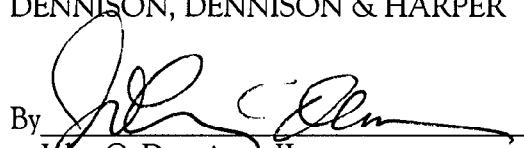
PLEASE TAKE NOTE that the Original Defendant, Ringler Motors, Inc., will take the deposition of Cleveland Brothers Equipment twenty (20) days from the service of this Notice and attached Subpoena upon the same, at the law offices of Dennison, Dennison & Harper, 293 Main Street, Brookville, Pennsylvania 15825.

There will be no interrogation of the witness at this deposition since the deposition is for the purpose of copying records only. No attorneys are expected to be present. Deponent is directed to bring to this deposition copies of any and all documents as set forth on the attached Subpoena.

DEPONENT IS ADVISED THAT IT IS SUFFICIENT TO PROVIDE THE MATERIAL REQUESTED BY MAIL OR HAND DELIVERY IN LIEU OF APPEARING IN PERSON FOR THIS DEPOSITION, PROVIDED THAT THE DEPONENT CERTIFIES THAT THE RECORDS WHICH HE SENDS ARE TRUE, ACCURATE AND COMPLETE COPIES OF ALL OF THE RECORDS REQUESTED BY THE ATTACHED SUBPOENA AND BY SIGNING THE CERTIFICATE OF COMPLIANCE ATTACHED HERETO AND RETURNING THE SAME WITH THE RECORDS.

DENNISON, DENNISON & HARPER

By



John C. Dennison, II

Attorneys for Original Defendant

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

Seth Owens

\*

Sandra L. Owens

Plaintiff(s)

Vs.

\*

No. 2002-01624-CD

Ringler Motors, Inc.

\*

Vs.

Penn Public Truck & Equipment

Penn Public Services, Inc.

Defendant(s)

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO  
RULE 4009.22

TO: Cleveland Brothers Equipment, P. O. Box 8996, Milesburg, PA 16853  
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things: See attached

---

to Dennison, Dennison & Harper, 293 Main Street, Brookville, PA 15825  
(Address)

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: John C. Dennison, II

ADDRESS: 293 Main Street  
Brookville, PA 15825

TELEPHONE: (814) 849-8316

SUPREME COURT ID # 29408

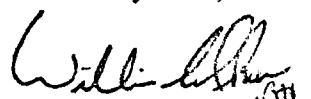
ATTORNEY FOR: Ringler Motors, Inc.,  
Defendant

BY THE COURT:

William A. Shaw

---

Prothonotary/Clerk, Civil Division



Deputy

WILLIAM A. SHAW

Prothonotary

My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

---

DATE: Monday, March 24, 2003

Seal of the Court

All invoices, bills, parts lists, and all other documents which were generated in any way relating to the repair of a 1998 Western Star Tractor, Model 4964F, VIN 952965, which was owned by Seth Owens and Sandra L. Owens in the calendar year 2002.

## CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Notice of Deposition was served on the 21<sup>st</sup> day of April, 2003, by United States Mail, First Class, postage prepaid, addressed to the following:

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

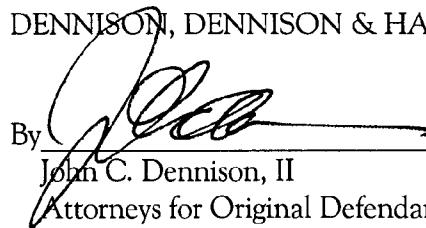
Darryl R. Slimak, Esq.  
McQuaide, Blasko, Schwartz,  
Fleming and Faulkner, Inc.  
811 University Drive  
State College, PA 16801-6699

and by Certified Mail, Return Receipt Requested, on the following:

Cleveland Brothers Equipment  
P. O. Box 8996  
Milesburg, PA 16853

DENNISON, DENNISON & HARPER

By

  
John C. Dennison, II  
Attorneys for Original Defendant

FILED  
APR 23 2003  
1:21-BK-600  
Clerk  
REO

William A. Shaw  
Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

SETH OWENS and SANDRA L.  
OWENS,

Plaintiffs,

vs.

RINGLER MOTORS, INC.,

Original Defendant,

vs.

PENN PUBLIC TRUCK & EQUIPMENT  
and PENN PUBLIC SERVICES, INC.,

Additional Defendants.

CIVIL ACTION - LAW

Number 2002 - 01624 - CD

Type of Case: Civil Division

Type of Pleading: Certificate Prerequisite  
to Service of a Subpoena Pursuant to  
Pa.R.C.P. 4009.22

Filed on Behalf of: Original Defendant

Counsel of Record for this Party:  
John C. Dennison, II

Supreme Court Number: 29408

DENNISON, DENNISON & HARPER  
293 Main Street  
Brookville, Pennsylvania 15825  
(814) 849-8316

**FILED**

APR 23 2003

William A. Shaw  
Prothonotary

SETH OWENS and SANDRA L. OWENS,	* In the Court of Common Pleas of
Plaintiffs,	* Clearfield County, Pennsylvania
	* Civil Action - Law
vs.	*
	*
	*
RINGLER MOTORS, INC.,	*
	*
Original Defendant,	*
	*
vs.	*
	*
	*
PENN PUBLIC TRUCK & EQUIPMENT	*
and PENN PUBLIC SERVICES, INC.,	*
Additional Defendants.	* Number 2002 - 01624 - CD

**CERTIFICATE PREREQUISITE TO SERVICE OF  
A SUBPOENA PURSUANT TO PA.R.C.P. 4009.22**

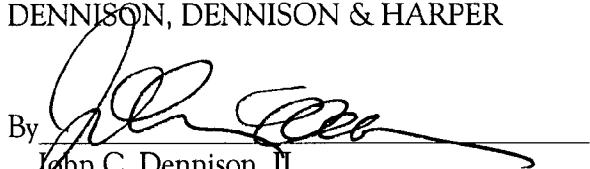
As a prerequisite to the Service of a Subpoena to Produce Documents and Things for Discovery Pursuant to Pa.R.C.P. 4009.21, the Original Defendant, Ringler Motors, Inc., through its counsel, Dennison, Dennison & Harper, certifies the following pursuant to Pa.R.C.P. 4009.22:

1. A Notice of Intent to Serve a Subpoena to Produce Documents and Things for Discovery Pursuant to Pa.R.C.P. 4009.21 with a copy of the Subpoena attached thereto was mailed or delivered to each party at least twenty (20) days prior to the date on which the Subpoena is sought to be served;
2. A copy of the aforementioned Notice, including the proposed Subpoena, is attached to this Certificate;
3. No objection to the Subpoena has been received;

4. The Subpoena which will be served is identical to the Subpoena which is attached to the aforementioned Notice.

DENNISON, DENNISON & HARPER

By



John C. Dennison, II

Attorneys for Original Defendant

Dated: April 21, 2003

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

SETH OWENS and  
SANDRA L. OWENS,  
Plaintiffs,  
vs.

RINGLER MOTORS, INC.,  
Original Defendant,

vs.

PENN PUBLIC TRUCK & EQUIPMENT,  
and PENN PUBLIC SERVICES, INC.  
Additional Defendants.

No. 1624 of 2002 C.D.

Type of Case: Civil

Type of Pleading: Notice of Intent to Serve  
Subpoena to Produce Documents and  
Things for Discovery Pursuant to  
Pa.R.C.P. 4009.21

Filed on Behalf of: Original Defendant

Counsel of Record for this Party:  
John C. Dennison, II, Esquire

Supreme Court No.: 29408

Dennison, Dennison & Harper  
293 Main Street  
Brookville, PA 15825

Phone: 814-849-8316

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

SETH OWENS and SANDRA L. :  
OWENS, :  
Plaintiffs, :  
vs. : No. 1624 of 2002 C.D.  
: :  
RINGLER MOTORS INC., :  
: :  
Original Defendant. :  
: :  
vs. :  
: :  
PENN PUBLIC TRUCK & EQUIPMENT, :  
and PENN PUBLIC SERVICES, INC. :  
Additional Defendants. :  
:

**NOTICE OF INTENT TO SERVE A SUBPOENA TO  
PRODUCE DOCUMENTS AND THINGS FOR  
DISCOVERY PURSUANT TO PA.R.C.P. 4009.21**

**TO: CLEVELAND BROTHERS EQUIPMENT**

Ringler Motors, Inc., by and through its attorneys, Dennison, Dennison & Harper, intends to serve a Subpoena identical to the one that is attached to this Notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the Subpoena. If no objection is made, the Subpoena may be served.

DENNISON, DENNISON & HARPER

By

  
John C. Dennison, II  
Attorneys for Ringler Motors, Inc., Original  
Defendant

Dated: March 26, 2003

## CERTIFICATE OF SERVICE

I certify that a certified copy of the foregoing Notice of Intent to Serve a Subpoena to Produce Documents and Things for Discovery Pursuant to Rule 4009.21 was served on the 26<sup>th</sup> day of March, 2003, by United States Mail, First Class, postage prepaid, addressed to the following:

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

Darryl R. Slimak, Esq.  
McQuaide, Blasko, Schwartz,  
Fleming and Faulkner, Inc.  
811 University Drive  
State College, PA 16801-6699

DENNISON, DENNISON & HARPER

By

  
John C. Dennison, II  
Attorneys for Ringler Motors, Inc., Original  
Defendant

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

Seth Owens  
Sandra L. Owens  
Plaintiff(s)

Vs.

\*

No. 2002-01624-CD

Ringler Motors, Inc.

\*

Vs.

Penn Public Truck & Equipment  
Penn Public Services, Inc.

Defendant(s)

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO  
RULE 4009.22

TO: Cleveland Brothers Equipment, P. O. Box 8996, Milesburg, PA 16853  
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things: See attached

---

to Dennison, Dennison & Harper, 293 Main Street, Brookville, PA 15825  
(Address)

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: John C. Dennison, II  
ADDRESS: 293 Main Street  
Brookville, PA 15825  
TELEPHONE: (814) 849-8316  
SUPREME COURT ID # 29408  
ATTORNEY FOR: Ringler Motors, Inc.,  
Defendant

BY THE COURT:

William A. Shaw

Prothonotary/Clerk, Civil Division



Deputy

WILLIAM A. SHAW

Prothonotary

My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

---

DATE: Monday, March 24, 2003  
Seal of the Court

All invoices, bills, parts lists, and all other documents which were generated in any way relating to the repair of a 1998 Western Star Tractor, Model 4964F, VIN 952965, which was owned by Seth Owens and Sandra L. Owens in the calendar year 2002.

## CERTIFICATE OF SERVICE

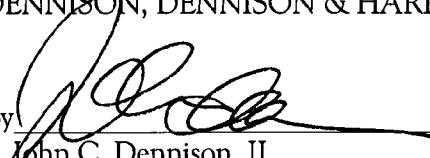
I certify that a true and correct copy of the foregoing Certificate Pursuant to Pa.R.C.P. 4009.22 was served on the 21<sup>st</sup> day of April, 2003, by United States Mail, First Class, postage prepaid, addressed to the following:

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

Darryl R. Slimak, Esq.  
McQuaide, Blasko, Schwartz,  
Fleming and Faulkner, Inc.  
811 University Drive  
State College, PA 16801-6699

DENNISON, DENNISON & HARPER

By

  
John C. Dennison, II  
Attorneys for Original Defendant

FILED  
MAY 21 2003  
APR 23 2003  
FEB

William A. Shaw  
Prothonotary

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

SETH OWENS and  
SANDRA L. OWENS,

Plaintiffs,

vs.

RINGLER MOTORS, INC.,

Original Defendant,

vs.

PENN PUBLIC TRUCK & EQUIPMENT,  
and PENN PUBLIC SERVICES, INC.

Additional Defendants.

No. 1624 of 2002 C.D.

Type of Case: Civil

Type of Pleading: Reply to New Matter  
of Additional Defendants

Filed on Behalf of: Original Defendant

Counsel of Record for this Party:  
John C. Dennison, II, Esquire

Supreme Court No.: 29408

293 Main Street  
Brookville, PA 15825

Phone: 814-849-8316

FILED

APR 25 2003

Wm. A. Shaw  
Folio Notary

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

**SETH OWENS and  
SANDRA L. OWENS,  
Plaintiffs,**

**vs.**

**No. 1624 of 2002 C.D.**

**RINGLER MOTORS INC.,  
Original Defendant.**

**PENN PUBLIC TRUCK & EQUIPMENT,  
and PENN PUBLIC SERVICES, INC.  
Additional Defendants.**

**REPLY TO NEW MATTER OF  
ADDITIONAL DEFENDANTS**

AND NOW, comes the Original Defendant, Ringler Motors, Inc., by its attorneys, Dennison, Dennison & Harper, who file the following Reply to the New Matter filed by the Additional Defendants:

10. The averments of Paragraph 10 of said New Matter are conclusions of law and are deemed to be denied, and no further answer is required thereto. In addition, the averments of the Original Defendant's Answer and Complaint to Join Additional Defendants are incorporated herein by reference thereto.

11. With respect to the averments of Paragraph 11 of said New Matter, it is admitted that the Additional Defendants are separate corporations. The remaining

averments of Paragraph 11 are conclusions of law and are deemed to be denied, and no further answer is required thereto.

12. The averments of Paragraph 12 of said New Matter are conclusions of law and are deemed to be denied, and no further answer is required thereto.

13. After reasonable investigation, the Original Defendant is without knowledge or information sufficient to form a belief to the truth of the averments of Paragraph 13 of said New Matter, and said averments are therefore denied.

14. After reasonable investigation, the Original Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 14 of said New Matter, and said averments are therefore denied.

15. After reasonable investigation, the Original Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 15 of said New Matter, and said averments are therefore denied.

16. After reasonable investigation, the Original Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph 16 of said New Matter, and said averments are therefore denied. In addition, the weld should never have been made initially if it was only a matter of time until it failed as the failure created a dangerous situation.

17. The averments of Paragraph 17 of said New Matter are conclusions of law and are deemed to be denied, and no further answer is required thereto.

18. With respect to the averments of Paragraph 18 of said New Matter, it is averred that the weld should not have failed if it had been performed in a good and proper matter. In addition, the weld should never have been made initially if it was only a matter of time until it failed as the failure created a dangerous situation.

With respect to the remaining averments of Paragraph 18 of said New Matter, after reasonable investigation, the Original Defendant is without knowledge or information sufficient to form a belief as to said averments, and said averments are therefore denied.

19. After reasonable investigation, the Original Defendant is without knowledge or information sufficient to form a belief as to the averments of Paragraph 19 of said New Matter, and said averments are therefore denied. In further answer thereto, the weld should never have been made initially if it was only a matter of time until it failed as the failure created a dangerous situation.

20. With respect to any factual averment of Paragraph 20 of said New Matter, after reasonable investigation, the Original Defendant is without knowledge or information sufficient to form a belief as to the averments of Paragraph 19 of said New Matter, and said averments are therefore denied. In further answer thereto, the weld should never have been made initially if it was only a matter of time until it failed as the failure created a dangerous situation. With respect to the remaining averments of Paragraph 20 of said New Matter, the same are conclusions of law and are deemed to be denied, and no further answer is required thereto.

21. The averments of Paragraph 20 are conclusions of law and are deemed to be denied, and no further answer is required thereto.

22. The averments of Paragraph 22 of said New Matter are denied. On the contrary, if the weld had been performed properly by the Additional Defendants or if the said vehicle had otherwise been repaired properly, the Plaintiffs would not have a cause of action against the Original Defendant.

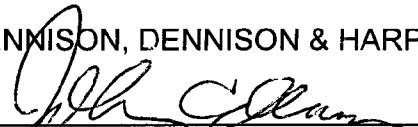
23. The averments of Paragraph 23 of said New Matter are denied, and the averments of Paragraph 22 of this Reply are incorporated herein by reference thereto. In addition, the averments of Paragraph 23 of said New Matter constitute conclusions of law and are deemed to be denied, and no further answer is required thereto.

24. The averments of Paragraph 24 of said New Matter are conclusions of law and are deemed to be denied, and no further answer is required thereto.

WHEREFORE, the Original Defendant demands judgment in its favor against all other parties.

DENNISON, DENNISON & HARPER

By

  
John C. Dennison, II

Attorneys for Original Defendant

## **VERIFICATION**

I verify that the averments made in the foregoing Reply to New Matter of the Additional Defendants are true and correct to the best of my knowledge, information and belief. I understand that false statements herein made are subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.



---

Mike Ringler, President  
Ringler Motors, Inc.

FILED NO  
CC

11/24/68  
FEB 25 1968  
FEB 25 1968

William A. Shaw  
Prothonotary

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

SETH OWENS and SANDRA L. OWENS, :  
Plaintiffs, : 1624 of 2002 C.D.  
vs. :  
RINGLER MOTORS, INC., :  
Defendant, : Type of Pleading  
vs. : *Additional Defendants'*  
PENN PUBLIC TRUCK & EQUIPMENT and : *Interrogatories and Request for*  
PENN PUBLIC SERVICES, INC., : *Production of Documents Directed*  
Additional Defendants. : *to Plaintiffs (Set One)*  
: Filed on Behalf of Additional  
: Defendant  
: *Penn Public Truck & Equipment*  
: Counsel for This Party  
: *Darryl R. Slimak, Esquire*  
: Pa. Supreme Court I.D. #41695  
: *Richard K. Laws, Esquire*  
: Pa. Supreme Court I.D. #82369  
: McQuaide, Blasko, Schwartz,  
: Fleming & Faulkner, Inc.  
: 811 University Drive  
: State College, PA 16801  
: (814) 238-4926  
: Fax: (814) 238-9624

FILED

MAY 05 2003

William A. Shaw  
Prathenetary

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

SETH OWENS and SANDRA L. OWENS,	:	
	:	
Plaintiffs,	:	1624 of 2002 C.D.
vs.	:	
RINGLER MOTORS, INC.,	:	
Defendant,	:	
vs.	:	
PENN PUBLIC TRUCK & EQUIPMENT and	:	
PENN PUBLIC SERVICES, INC.,	:	
Additional Defendants.	:	
	:	

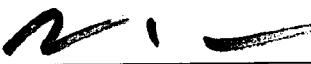
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Additional Defendants' Interrogatories and Request for Production of Documents Directed to Plaintiffs (Set One) in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this 2<sup>nd</sup> day of May, 2003, to the attorney(s) of record:

Dwight L. Korber, Jr., Esquire  
110 North Second Street  
PO Box 1320  
Clearfield, PA 16830

John Dennison II, Esquire  
Dennison, Dennison & Harper  
293 Main Street  
Brookville, PA 15825

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:   
Darryl R. Slimak  
Richard K. Laws  
Attorneys for Additional Defendant  
PENN PUBLIC TRUCK & EQUIPMENT  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

FILED NO  
MAY 15 2003 BY  
KAY 05 2003  
FEB

William A. Shaw  
Prothonotary

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

SETH OWENS and SANDRA L. OWENS, :  
Plaintiffs, : 1624 of 2002 C.D.  
vs. :  
RINGLER MOTORS, INC., :  
Defendant, : Type of Pleading  
vs. : *Additional Defendants' Second  
Request for Production of  
Documents and Tangible Things  
Directed to Plaintiffs*  
PENN PUBLIC TRUCK & EQUIPMENT and :  
PENN PUBLIC SERVICES, INC., :  
Additional Defendants. :  
: Filed on Behalf of Additional  
: Defendant  
: *Penn Public Truck & Equipment*  
: Counsel for This Party  
: *Darryl R. Slimak, Esquire*  
: Pa. Supreme Court I.D. #41695  
: *Richard K. Laws, Esquire*  
: Pa. Supreme Court I.D. #82369  
: McQuaide, Blasko, Schwartz,  
: Fleming & Faulkner, Inc.  
: 811 University Drive  
: State College, PA 16801  
: (814) 238-4926  
: Fax: (814) 238-9624

**FILED**

MAY 05 2003

William A. Shaw  
Prothonotary

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

SETH OWENS and SANDRA L. OWENS, :  
Plaintiffs, : 1624 of 2002 C.D.  
vs. :  
RINGLER MOTORS, INC., :  
Defendant, :  
vs. :  
PENN PUBLIC TRUCK & EQUIPMENT and :  
PENN PUBLIC SERVICES, INC., :  
Additional Defendants. :  
:

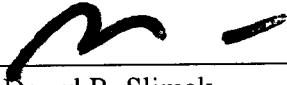
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Additional Defendant's Second Request for Production of Documents and Tangible Things Directed to Plaintiffs in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this 2<sup>nd</sup> day of May, 2003, to the attorney(s) of record:

Dwight L. Korber, Jr., Esquire  
110 North Second Street  
PO Box 1320  
Clearfield, PA 1630

John Dennison II, Esquire  
Dennison, Dennison & Harper  
293 Main Street  
Brookville, PA 15825

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: 

Darryl R. Slimak

Richard K. Laws

Attorneys for Additional Defendant  
PENN PUBLIC TRUCK & EQUIPMENT  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

FILED  
MAY 15 1964  
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S. S. C.

William A. Shaw  
Prothonotary

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

SETH OWENS and SANDRA L. OWENS, :  
Plaintiffs, : 1624 of 2002 C.D.  
vs. :  
RINGLER MOTORS, INC., :  
Defendant, : Type of Pleading  
vs. : *Additional Defendant's Expert*  
PENN PUBLIC TRUCK & EQUIPMENT and :  
PENN PUBLIC SERVICES, INC., : *Interrogatories Directed to Plaintiffs*  
Additional Defendants. :  
: Filed on Behalf of Additional  
: Defendant  
: *Penn Public Truck & Equipment*  
: Counsel for This Party  
: *Darryl R. Slimak, Esquire*  
: Pa. Supreme Court I.D. #41695  
: *Richard K. Laws, Esquire*  
: Pa. Supreme Court I.D. #82369  
: McQuaide, Blasko, Schwartz,  
: Fleming & Faulkner, Inc.  
: 811 University Drive  
: State College, PA 16801  
: (814) 238-4926  
: Fax: (814) 238-9624

FILED

MAY 05 2003

William A. Shaw  
Prothonotary

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

CHAD R. CAPRIO, Executor of the Estate :  
of John L. Caprio, deceased, :  
Plaintiff, : No. 2002 - 2898  
vs. :  
DEBRA LYNN HAVENS, :  
KATHRYN A. NUDGE and :  
KEPHART TRUCKING, INC. :  
Defendants. :  
:

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Additional Defendant's Expert  
Interrogatories Directed to Plaintiffs in the above-captioned matter was mailed by regular mail,  
postage prepaid, at the Post Office, State College, Pennsylvania, on this 2<sup>nd</sup> day of May, 2003, to  
the attorney(s) of record:

Dwight L. Korber, Jr., Esquire  
110 North Second Street  
PO Box 13320  
Clearfield, PA 16830

John Dennison II, Esquire  
Dennison, Dennison & Harper  
293 Main Street  
Brookville, PA 15825

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: 

Darryl R. Slimak

Richard K. Laws

Attorneys for Additional Defendant  
PENN PUBLIC TRUCK & EQUIPMENT  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

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William A. Shaw  
Prothonotary

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

SETH OWENS and SANDRA L. OWENS,

Plaintiffs,

: 1624 of 2002 C.D.

vs.

RINGLER MOTORS, INC.,

Defendant,

vs.

PENN PUBLIC TRUCK & EQUIPMENT and  
PENN PUBLIC SERVICES, INC.,

Additional Defendants.

: Type of Pleading  
*Additional Defendant's  
Interrogatories and Request for  
Production of Documents and  
Tangible Things Directed to  
Defendant Ringler Motors, Inc.*

: Filed on Behalf of Additional  
Defendant  
*Penn Public Truck & Equipment*

: Counsel for This Party  
*Darryl R. Slimak, Esquire*  
Pa. Supreme Court I.D. #41695

:  
*Richard K. Laws, Esquire*  
Pa. Supreme Court I.D. #82369

:  
McQuaide, Blasko, Schwartz,  
Fleming & Faulkner, Inc.  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

FILED

MAY 05 2003

William A. Shaw  
Prothonotary

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

SETH OWENS and SANDRA L. OWENS,	:	
	:	
Plaintiffs,	:	1624 of 2002 C.D.
vs.	:	
RINGLER MOTORS, INC.,	:	
	:	
Defendant,	:	
vs.	:	
PENN PUBLIC TRUCK & EQUIPMENT and	:	
PENN PUBLIC SERVICES, INC.,	:	
	:	
Additional Defendants.	:	
	:	

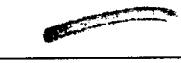
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Additional Defendant's Second Request for Production of Documents and Tangible Things Directed to Defendant Ringler Motors, Inc. in the above-captioned matter was mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this 2<sup>nd</sup> day of May, 2003, to the attorney(s) of record:

John Dennison, II, Esquire  
Dennison, Dennison & Harper  
293 Main Street  
Brookville, PA 15825

Dwight L. Korber, Jr., Esquire  
110 North Second Street  
PO Box 1320  
Clearfield, PA 16830

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By:  

Darryl R. Slimak  
Richard K. Laws  
Attorneys for Additional Defendants  
PENN PUBLIC TRUCK & EQUIPMENT  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

FILED NO  
MAY 15 2003

MAY 05 2003

William A. Shaw  
Prothonotary

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

SETH OWENS and SANDRA L. OWENS,

Plaintiffs,

1624 of 2002 C.D.

vs.

RINGLER MOTORS, INC.,

Defendant,

vs.

PENN PUBLIC TRUCK & EQUIPMENT and  
PENN PUBLIC SERVICES, INC.,

Additional Defendants.

Type of Pleading

*Additional Defendant's Expert  
Interrogatories Directed to  
Defendant Ringler Motors, Inc.*

Filed on Behalf of Additional

Defendant

*Penn Public Truck & Equipment*

Counsel for This Party

*Darryl R. Slimak, Esquire*

Pa. Supreme Court I.D. #41695

*Richard K. Laws, Esquire*

Pa. Supreme Court I.D. #82369

McQuaide, Blasko, Schwartz,

Fleming & Faulkner, Inc.

811 University Drive

State College, PA 16801

(814) 238-4926

Fax: (814) 238-9624

FILED

MAY 05 2003

William A. Shaw  
Prothonotary

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

SETH OWENS and SANDRA L. OWENS, :  
Plaintiffs, : 1624 of 2002 C.D.  
vs. :  
RINGLER MOTORS, INC., :  
Defendant, :  
vs. :  
PENN PUBLIC TRUCK & EQUIPMENT and :  
PENN PUBLIC SERVICES, INC., :  
Additional Defendants. :  
:

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Additional Defendant's Expert  
Interrogatories Directed to Defendant Ringler Motors, Inc. in the above-captioned matter was  
mailed by regular mail, postage prepaid, at the Post Office, State College, Pennsylvania, on this  
2<sup>nd</sup> day of May, 2003, to the attorney(s) of record:

John Dennison, II, Esquire  
Dennison, Dennison & Harper  
293 Main Street  
Brookville, PA 15825

Dwight L. Korber, Jr., Esquire  
110 North Second Street  
PO Box 1320  
Clearfield, PA 16830

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: 

Darryl R. Slimak  
Richard K. Laws  
Attorneys for Additional Defendant  
PENN PUBLIC TRUCK & EQUIPMENT  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

FILED NOCC

115 BX G-6  
MAY 05 2003

William A. Shaw  
Prothonotary

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

\*

SETH OWENS and  
SANDRA L. OWENS,  
Plaintiffs

\*

-vs-

\*

Docket No. 02-1624-CD

RINGLER MOTORS, INC.,  
Original Defendant

\*

-vs-

\*

PENN PUBLIC TRUCK & EQUIPMENT  
and PENN PUBLIC SERVICES, INC.,  
Additional Defendants

\*

Type of pleading:  
CERTIFICATE OF SERVICE

Filed on behalf of:  
PLAINTIFFS, Seth Owens  
and Sandra L. Owens

Counsel of record for  
this party:

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

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

FILED

MAY 27 2003

William A. Shaw  
Prothonotary

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

\*

SETH OWENS and \*  
SANDRA L. OWENS,  
Plaintiffs \*

-vs-\* Docket No. 02-1624-CD

RINGLER MOTORS, INC., \*  
Original Defendant \*

-vs-\*

PENN PUBLIC TRUCK & EQUIPMENT \*  
and PENN PUBLIC SERVICES, INC., \*  
Additional Defendants \*

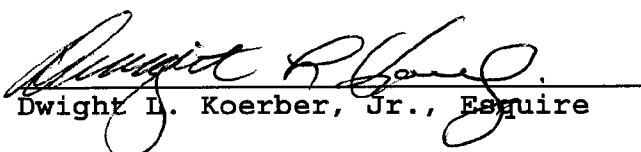
CERTIFICATE OF SERVICE

I hereby certify that on the 27<sup>th</sup> day of May, 2003, the original and two copies of Set I Interrogatories and Request for Production of Documents of Plaintiff Directed to Additional Defendants were served upon counsel for Additional Defendants at the following name and address:

Darryl R. Slimak, Esquire  
McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING AND FAULKNER, INC.  
811 University Drive  
State College, PA 16801-6699

In addition, a copy has been served upon counsel for Original Defendant, for his records, at the following name and address:

John C. Dennison, II, Esquire  
DENNISON, DENNISON & HARPER  
293 Main Street  
Brookville, PA 15825-1291

  
Dwight L. Koerber, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
Docket No. 02-1624-CD

SETH OWENS AND SANDRA L. OWENS,  
Plaintiffs

-vs-

RINGLER MOTORS, INC.,  
Original Defendant

PENN PUBLIC TRUCK & EQUIPMENT AND  
PENN PUBLIC SERVICES, INC.,  
Additional Defendants

-vs-

CERTIFICATE OF SERVICE

*12/10/2013*  
*CC*  
*Law Office*  
DWIGHT L. KOERBER, JR.  
ATTORNEY - AT - LAW  
110 NORTH SECOND STREET  
P. O. Box 1320  
CLEARFIELD, PENNSYLVANIA 16830

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

SETH OWENS and SANDRA L. OWENS,

Plaintiffs,

vs.

RINGLER MOTORS, INC.,

Defendant,

vs.

PENN PUBLIC TRUCK & EQUIPMENT and

PENN PUBLIC SERVICES, INC.,

Additional Defendants.

: 1624 of 2002 C.D.

:  
: Type of Pleading  
*Additional Defendant Penn  
Public Truck & Equipment's  
Answers to Plaintiffs' First  
Set of Interrogatories and  
Request for Production of  
Documents*

:  
: Filed on Behalf of Additional  
Defendant  
*Penn Public Truck & Equipment*

:  
: Counsel for This Party  
*Darryl R. Slimak, Esquire*  
Pa. Supreme Court I.D. #41695

:  
: *Richard K. Laws, Esquire*  
Pa. Supreme Court I.D. #82369

:  
: McQuaide, Blasko, Schwartz,  
Fleming & Faulkner, Inc.  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

JUN 07 2003

WILLARD A. SHAW  
PROTHONOTARY

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

SETH OWENS and SANDRA L. OWENS,

Plaintiffs,

1624 of 2002 C.D.

vs.

RINGLER MOTORS, INC.,

Defendant,

vs.

PENN PUBLIC TRUCK & EQUIPMENT and

PENN PUBLIC SERVICES, INC.,

Additional Defendants.

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Additional Defendant Penn Public  
Truck & Equipment's Answers to Plaintiffs' First Set of Interrogatories and Request for  
Production of Documents in the above-captioned matter was mailed by regular mail, postage  
prepaid, at the Post Office, State College, Pennsylvania, on this 4<sup>th</sup> day of June, 2003, to the  
attorney(s) of record:

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

John Dennison, II, Esquire  
Dennison, Dennison & Harper  
293 Main Street  
Brookville, PA 15825

McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.

By: D. R. Slimak

Darryl R. Slimak  
Attorneys for Additional Defendant  
PENN PUBLIC TRUCK & EQUIPMENT  
811 University Drive  
State College, PA 16801  
(814) 238-4926  
Fax: (814) 238-9624

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

SETH OWENS AND SANDY L. OWENS,  
Plaintiffs

\*

-vs-

\*

Docket No. 02-1624-CD

RINGLER MOTORS, INC.,  
Defendant

\*

-vs-

\*

PENN PUBLIC TRUCK & EQUIPMENT AND  
PENN PUBLIC SERVICES, INC.,  
Additional Defendants

\*

Type of pleading:  
CERTIFICATE OF SERVICE

Filed on behalf of:  
PLAINTIFFS, Seth Owens  
and Sandra L. Owens

Counsel of record for  
this party:

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

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

FILED

AUG 22 2003

William A. Shaw  
Prothonotary

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

SETH OWENS AND SANDY L. OWENS,  
Plaintiffs

-vs-

Docket No. 02-1624-CD

RINGLER MOTORS, INC.,  
Defendant

-vs-

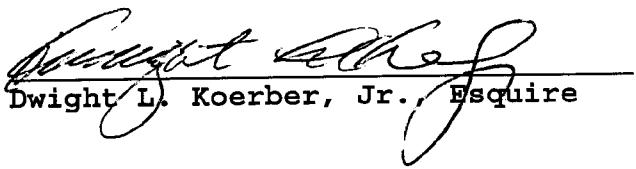
PENN PUBLIC TRUCK & EQUIPMENT AND  
PENN PUBLIC SERVICES, INC.,  
Additional Defendants

CERTIFICATE OF SERVICE

I certify that on this 22nd day of August, 2003, a copy of Answer of Plaintiffs to Additional Defendants' Interrogatories and Request for Production of Documents Directed to Plaintiffs (Set One) and a copy of the Answer of Plaintiffs to Additional Defendants' Second Request for Production of Documents and Tangible Things Directed to Plaintiffs were served by United States First Class Mail upon the following:

Darryl R. Slimak, Esquire  
McQUAIDE, BLASKO, SCHWARTZ,  
FLEMING & FAULKNER, INC.  
811 University Drive  
State College, PA 16801

John C. Dennison, II, Esquire  
DENNISON, DENNISON & HARPER  
293 Main Street  
Brookville, PA 15825-1291

  
Dwight L. Koerber, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
Docket No. 02-1624-CG

SETH OWENS AND SANDRA L. OWENS,  
Plaintiffs

-vs-

RINGLER MOTORS, INC.,  
Defendant

-vs-

PENN PUBLIC TRUCK & EQUIPMENT AND  
PENN PUBLIC SERVICES, INC.,  
Additional Defendants

CERTIFICATE OF SERVICE

FILED

AUG 22 2003

C / 2-357 P.M.

William A. Shaw

Prothonotary

cc

WAS

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

SETH OWENS and \*  
SANDRA L. OWENS,  
Plaintiffs \*

-VS- \* Docket No. 02-1624-CD

RINGLER MOTORS, INC., \*  
Defendant \*

-VS- \*

PENN PUBLIC TRUCK & EQUIPMENT, \*  
and PENN PUBLIC SERVICES, INC.  
Additional Defendants \*

Type of Pleading:  
PRAECIPE TO DISCONTINUE

Filed on Behalf of:  
Plaintiffs:  
Seth Owens and Sandra L. Owens

Counsel of Record for  
This Party:

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

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

**FILED**

JAN 02 2004

William A. Shaw  
Clearfield County Clerk of Courts

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

SETH OWENS and  
SANDRA L. OWENS,  
Plaintiffs

\*

-vs-

\* Docket No. 02-1624-CD

\*

RINGLER MOTORS, INC.,  
Defendant

\*

-vs-

\*

PENN PUBLIC TRUCK & EQUIPMENT,  
and PENN PUBLIC SERVICES, INC.  
Additional Defendants

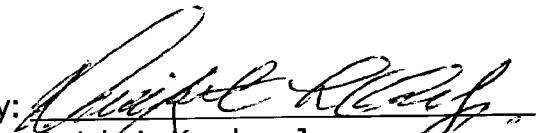
\*

**PRAECIPE TO DISCONTINUE**

TO: WILLIAM A. SHAW, PROTHONOTARY  
COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
1 North Second Street  
Clearfield, PA 16830

Please mark the docket in this proceeding as discontinued and settled with  
prejudice.

Respectfully submitted,

By:   
Dwight L. Koerber, Jr.,  
Attorney for Seth Owens and Sandra L. Owens

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

SETH OWENS and  
SANDRA L. OWENS,  
Plaintiffs

\*

-vs-

\*

Docket No. 02-1624-CD

\*

RINGLER MOTORS, INC.,  
Defendant

\*

-vs-

\*

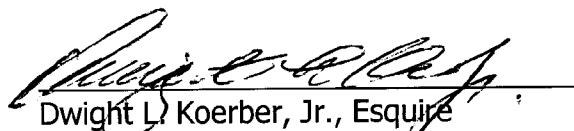
PENN PUBLIC TRUCK & EQUIPMENT, \*  
and PENN PUBLIC SERVICES, INC.  
Additional Defendants \*

**CERTIFICATE OF SERVICE**

This is to certify that on the 2<sup>nd</sup> day of January, 2004, the undersigned served the foregoing the Praecept to Discontinue in the above-captioned matter upon Counsel for Defendant. Such documents were served via United States First Class Mail upon the following:

John C. Dennison, II, Esquire  
DENNISON, DENNESON & HARPER  
293 Main Street  
Brookville, PA 15825

Darryl R. Slimak, Esquire  
MCQUAIDE, BLASKO, SCHWARTZ,  
FLEMING and FAULKNER, INC.  
811 University Drive  
State College, PA 16801-6699

  
Dwight L. Koerber, Jr., Esquire  
Attorney for Plaintiffs:  
Seth Owens and Sandra L. Owens

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
DOCKET NO: 02-1624-CD

Seth Owens and Sandra L. Owens

-vs-

Ringler Motors, Inc.

-vs-

Penn Public Truck & Equipment,  
and Penn Public Services, Inc.

PRAECLipe TO DISCONTINUE

5/13/02 JG, Officers of Disc  
Clerk to Amy Koerber  
Copies to Clerk to CLA

E. Koerber

LAW OFFICE

DWIGHT KOERBER, JR.

ATTORNEY-AT-LAW

110 NORTH SECOND STREET

P. O. BOX 1320

CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

**Seth Owens**  
**Sandra L. Owens**

vs.  
**Ringler Motors, Inc.**

**No. 2002-01624-CD**

vs.

**Penn Public Truck & Equipment  
and Penn Public Services, Inc.**

**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 January 2, 2004, marked:

Discontinued and Settled with Prejudice

Record costs in the sum of \$242.90 have been paid in full by Dwight L. Koerber, Jr., Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 2nd day of January A.D. 2004.

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