

04-62-CD  
DANIEL A. HOLLIDAY vs. MICHELLE BLOOM

**Daniel Holliday vs. Michele Bloom**  
**2004-62-CD**

Date: 05/26/2004

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 10:51 AM

ROA Report

Page 1 of 1

Case: 2004-00062-CD

Current Judge: Paul E. Cherry

Daniel A. Holliday vs. Michelle Bloom

District Justice Appeal

Date		Judge
01/14/2004	Filing: District Justice Appeals Paid by: Patberg Carmody & Ging Receipt number: 1872221 Dated: 01/14/2004 Amount: \$85.00 (Check) Copies to Attorney.	No Judge ✓
01/20/2004	Proof of Service, Defendant's Notice of Appeal and Rule to File Complaint upon Daniel A. Holliday. filed by, s/Sean J. Carmody, Esquire no cc	No Judge ✓
	Proof of Service, Defendant's Notice of Appeal and Rule to File Complaint upon District Justice Richard A. Ireland. filed by, s/Sean J. Carmody, Esquire no cc	No Judge ✓
01/30/2004	Transcript From Justice Ireland. filed.	No Judge ✓
03/15/2004	Preliminary Objections To Plaintiff's Complaint. filed by, s/Sean J. Carmody, Esquire 1cc Atty Carmady	No Judge ✓
05/12/2004	ORDER, AND NOW, this 12th day of May, 2004, re: Argument on Preliminary Objections scheduled for the 1st day of June, 2004, at 1:30 p.m. in Courtroom No. 2. by the Court, s/PEC, J. 2 cc w/service memo to Atty Carmody	Paul E. Cherry ✓

ARBITRATION BOARD

I, **William A. Shaw**, Prothonotary of the Courts of Clearfield County, hereby certify that:

CASE # \_\_\_\_\_

\_\_\_\_\_  
Chairman  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

are members of the Clearfield County Bar and have served as arbitrators on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, starting at \_\_\_\_\_ A.M./P.M. and ending at \_\_\_\_\_ A.M./P.M.

**COMPENSATION OF ARBITRATORS**

Each attorney shall receive an appearance fee of \$100.00 for appearing as a member of the Board of Arbitration on the day designated and shall receive additional fees as follows:

- a) an additional fee of \$50.00 in the event the attorney is required to hear cases until 10:00 A.M.
- b) an additional fee of \$50.00 if the attorney is required to be present between the hours of 10:00 A.M. and 12:00 noon
- c) an additional fee of \$100.00 if an attorney, after a normal lunch break, is required to return for arbitration after 1:00 P.M.

Said rule to be effective as of July 26, 1984

**ACKNOWLEDGEMENT OF ARBITRATORS**

**DATE**

\_\_\_\_\_  
Chairman  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVED**

\_\_\_\_\_  
Prothonotary

Clearfield County Commissioner's Office

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

Dan Halliday v. Michelle Bloom.

⇒ 3rd P. beneficiary

⇒

COURT OF COMMON PLEAS

Clearfield County

JUDICIAL DISTRICT

46-03-02

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

04-62-CD

## NOTICE OF APPEAL

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

NAME OF APPELLANT <u>Michelle Bloom</u>		MAG. DIST. NO. OR NAME OF D.J. <u>46-3-02</u>	
ADDRESS OF APPELLANT <u>1616 Washington Avenue, P.O. Box 451</u>		CITY <u>Hyde</u>	STATE <u>PA</u>
DATE OF JUDGMENT <u>12/22/03</u>		ZIP CODE <u>16843</u>	
IN THE CASE OF (Plaintiff) <u>Daniel A. Holliday</u>		(Defendant) <u>Michelle Bloom</u>	
CLAIM NO. <u>CV # 0000472-03</u> <u>LT 19</u>		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <u>[Signature]</u> <b>ESG.</b>	

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

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

\_\_\_\_\_  
Signature of Prothonotary or Deputy

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

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

Enter rule upon Daniel A. Holliday, appellee(s), to file a complaint in this appeal

\_\_\_\_\_  
Name of appellee(s)

(Common Pleas No. 04-62-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To Daniel A. Holliday, appellee(s)

\_\_\_\_\_  
Name of appellee(s)

\_\_\_\_\_  
Signature of appellant or his attorney or agent

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

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

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

Date: 1-14, 04

\_\_\_\_\_  
Signature of Prothonotary or Deputy

FILED

JAN 14 2004

William A. Shaw  
Prothonotary

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_; ss

**AFFIDAVIT:** I hereby swear or affirm that I served

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

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

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
*Signature of affiant*

\_\_\_\_\_  
*Signature of official before whom affidavit was made*

\_\_\_\_\_  
*Title of official*

My commission expires on \_\_\_\_\_, 19\_\_\_\_.

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:	<b>46-3-02</b>
DJ Name: Hon.	<b>RICHARD A. IRELAND</b>
Address:	<b>650 LEONARD STREET SUITE 133 CLEARFIELD, PA</b>
Telephone: (814) 765-5335	<b>16830</b>

**MICHELLE BLOOM**  
**1616 WASHINGTON AVE**  
**PO BOX 451**  
**HYDE, PA 16843**

## NOTICE OF JUDGMENT/TRANSCRIPT CIVIL CASE

PLAINTIFF: NAME and ADDRESS

**HOLLIDAY, DANIEL A.**  
**1618 ROBINSON AVE**  
**PO BOX 615**  
**HYDE, PA 16843**

VS.

DEFENDANT: NAME and ADDRESS

**BLOOM, MICHELLE**  
**1616 WASHINGTON AVE**  
**PO BOX 451**  
**HYDE, PA 16843**

Docket No.: **CV-0000472-03**  
Date Filed: **11/06/03**



### THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

☒ Judgment was entered for: (Name) HOLLIDAY, DANIEL A.

☒ Judgment was entered against: (Name) BLOOM, MICHELLE

in the amount of \$ 1,587.91 on: (Date of Judgment) 12/22/03

☐ Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

☐ Damages will be assessed on: \_\_\_\_\_

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ \_\_\_\_\_

☐ Portion of Judgment for physical damages arising out of residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <u>1,503.41</u>
Judgment Costs	\$ <u>84.50</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
<b>Total</b>	<b>\$ <u>1,587.91</u></b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	
<b>Certified Judgment Total</b>	<b>\$ _____</b>

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

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

DEC 22 2003 Date Richard Ireland, District Justice

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

\_\_\_\_\_, Date \_\_\_\_\_, District Justice

My commission expires first Monday of January, 2006.

SEAL

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

DANIEL A. HOLLIDAY,

Plaintiff,

v.

MICHELLE BLOOM,

Defendant

CIVIL DIVISION

NO.: 04-62-CD

TYPE OF PLEADING:

**PROOF OF SERVICE**

Filed on behalf of: Defendant

COUNSEL OF RECORD FOR THIS  
PARTY:

SEAN J. CARMODY, ESQUIRE  
PA I.D. NO. 58772

PATBERG, CARMODY, GING & FILIPPI  
527 Court Place  
Pittsburgh, PA 15219  
(412) 232-3500

**FILED**

**JAN 20 2004**

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
ORPHANS' COURT DIVISION

DANIEL A. HOLLIDAY,

Plaintiff,

v.

MICHELLE BLOOM,

Defendant.

)  
)  
) NO.:04-62-CD  
)  
)  
)  
)  
)  
)

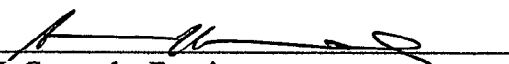
**PROOF OF SERVICE**

The undersigned counsel hereby attests that service of Defendant's Notice of Appeal and Rule to File Complaint was made upon Daniel A. Holliday by mailing the aforementioned Notice and Rule via Certified Mail on January 15, 2004. Attached hereto is the sender's receipt for Certified Mail.

RESPECTFULLY SUBMITTED:

PATBERG, CARMODY, GING & FILIPPI

DATE: 1/15/04

By   
Sean J. Carmody, Esquire  
PA I.D. No.: 58772

PATBERG, CARMODY, GING & FILIPPI  
527 Court Place  
Pittsburgh, PA 15219  
(412) 232-3500

Attorney for Defendant.

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

OFFICIAL USE  
HYDE PA 16843

Postage	\$ 40.37
	\$2.50
Certified Fee	\$1.75
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$
Total Postage & Fees	\$ 44.42



Sent To Daniel A. Holliday  
Street, Apt. No.,  
or PO Box No. 1618 Robinson Avenue  
City, State, ZIP+4 Hyde PA 16843

PS Form 3800, January 2001 See Reverse for Instructions

6910 1461 2000 0940 2002 0460 0002 1942

FILED

NO

JAN 20 2004

William A. Shaw

Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

DANIEL A. HOLLIDAY,

Plaintiff,

v.

MICHELLE BLOOM,

Defendant

CIVIL DIVISION

NO.: 04-62-CD

TYPE OF PLEADING:

**PROOF OF SERVICE**

Filed on behalf of: Defendant

COUNSEL OF RECORD FOR THIS  
PARTY:

SEAN J. CARMODY, ESQUIRE  
PA I.D. NO. 58772

PATBERG, CARMODY, GING & FILIPPI  
527 Court Place  
Pittsburgh, PA 15219  
(412) 232-3500

**FILED**

**JAN 20 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
ORPHANS' COURT DIVISION

DANIEL A. HOLLIDAY,

Plaintiff,

v.

MICHELLE BLOOM,

Defendant.

)  
)  
) NO.: 04-62-CD  
)  
)  
)  
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)  
)

**PROOF OF SERVICE**

The undersigned counsel hereby attests that service of Defendant's Notice of Appeal and Rule to File Complaint was made upon District Justice Richard A. Ireland by mailing the aforementioned Notice and Rule via Certified Mail on January 15, 2004. Attached hereto is the sender's receipt for Certified Mail.

RESPECTFULLY SUBMITTED:

PATBERG, CARMODY, GING & FILIPPI

DATE: 1/15/04

By 

Sean J. Carmody, Esquire  
PA I.D. No.: 58772

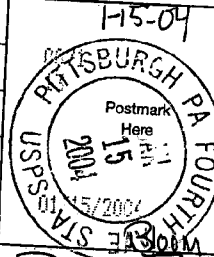
PATBERG, CARMODY, GING & FILIPPI  
527 Court Place  
Pittsburgh, PA 15219  
(412) 232-3500

Attorney for Defendant.

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

7002 0460 0002 1941 0176  
**OFFICIAL USE**  
CLEARFIELD PA 16830

Postage	\$ \$0.37
Certified Fee	\$2.50
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
<b>Total Postage &amp; Fees</b>	<b>\$ \$4.42</b>



Sent To  
District Justice Richard Ireland  
Street, Apt. No.,  
or PO Box No. 550 Leonard Street  
City, State, ZIP+4 Clearfield, PA 16830

PS Form 3800, January 2001 See Reverse for Instructions

FILED

JAN 20 2004

William A. Shaw

Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-02**  
DJ Name: Hon. **RICHARD A. IRELAND**  
Address: **650 LEONARD STREET**  
**SUITE 133**  
**CLEARFIELD, PA**  
Telephone: **(814) 765-5335** **16830**

**RICHARD A. IRELAND**  
**650 LEONARD STREET**  
**SUITE 133**  
**CLEARFIELD, PA 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT**  
**CIVIL CASE**

PLAINTIFF: **HOLLIDAY, DANIEL A.**  
1618 ROBINSON AVE  
PO BOX 615  
HYDE, PA 16843

VS.  
DEFENDANT: **BLOOM, MICHELLE**  
1616 WASHINGTON AVE  
PO BOX 451  
HYDE, PA 16843

Docket No.: **CV-0000472-03**  
Date Filed: **11/06/03**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR PLAINTIFF**

☒ Judgment was entered for: (Name) **HOLLIDAY, DANIEL A.**

☒ Judgment was entered against: (Name) **BLOOM, MICHELLE**

in the amount of \$ **1,587.91** on: (Date of Judgment) **12/22/03**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ \_\_\_\_\_

☐ Portion of Judgment for physical damages arising out of residential lease \$ \_\_\_\_\_

**FILED**

**JAN 30 2004**

William A. Shaver  
Prothonotary/Clerk of Courts

Amount of Judgment	\$ <b>1,503.41</b>
Judgment Costs	\$ <b>84.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>1,587.91</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	\$ _____

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**DEC 22 2003** Date **Richard Ireland**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.  
**JAN 21 2004** Date **[Signature]**, District Justice

My commission expires first Monday of January, **2006**.

SEAL



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

DANIEL HOLLIDAY

Plaintiff

v.

MICHELE L. BLOOM

Defendant

04-62-CD

: NO. 04-163 -CD

: Type of Pleading:  
: Complaint

: Filed on behalf of: Plaintiff,  
: Daniel Holliday

: Counsel of record for this party:

: GARY A. KNARESBORO, ESQUIRE  
: Supreme Court I. D. No. 52097  
: Sobel, Collins & Knaresboro  
: Attorneys at Law  
: 218 South Second Street  
: Clearfield, PA 16830  
: Phone: (814) 765-6555  
: Fax: (814) 765-6210

FILED

FEB 03 2004

0/12:05/11

William A. Shaw

Prothonotary/Clerk of Courts

3 cent to Ar

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

DANIEL HOLLIDAY

Plaintiff

v.

MICHELE L. BLOOM

Defendant

:  
:  
:  
:  
:  
:  
:  
:

NO. 04- -CD

**NOTICE TO DEFEND AND CLAIM RIGHTS**

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 the Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator's Office  
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

DANIEL HOLLIDAY  
Plaintiff

v.

MICHELE L. BLOOM  
Defendant

:  
:  
:  
: NO. 04- -CD  
:  
:  
:

**COMPLAINT**

AND NOW, comes the defendant, Daniel Holliday, by and through his attorney, Gary A. Knaresboro, Esquire, and sets forth the following:

1. That Daniel Holliday is an adult individual residing at 1618 Robison Avenue, P.O. Box 615, Hyde, Pennsylvania 16843.
2. That Michele Bloom is an adult individual residing at 1616 Washington Avenue, P.O. Box 451, Hyde, Pennsylvania 16843.
3. That on or about March 31, 2000, the plaintiff, through his parents, entered into an AGREEMENT OF SALE, with the defendant. A true and correct copy is attached hereto and marked as Attachment "A".
4. That the plaintiff was to receive \$6,712.00 from the defendant as exchange for a Skyline Mobile Home, Model #LTE0931-B.
5. That the defendant lived in the said Skyline Mobile home while making payments to the plaintiff.
6. That on or about August 18, 2003, the defendant stopped making payments.
7. That the defendant abandoned the said Skyline Mobile Trailer on or about October 8, 2003.
8. That the defendant caused excessive damage to the said Skyline Mobile Trailer, specifically:
  - a. Water damage to doorway into master bedroom.
  - b. Missing handle on bathroom sink.
  - c. Damage to the front door—allowing it to open the wrong way.
  - d. Damage to living room wall.

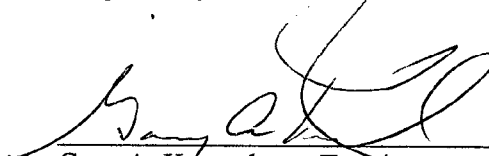
- e. Broken refrigerator shelf.
- f. Missing handle on kitchen sink
- g. Rust damage to kitchen sink.
- h. Water damage in master bedroom closet.
- i. Water damage in kitchen.
- j. Closet shelf pulled away from wall.
- k. Closet door and track damaged.
- l. Hole in skirting.
- m. Water damage on walls.
- n. Damage to bathtub and drain.
- o. Damage to bathroom floor.

9. That the defendant breached paragraph seven of the said AGREEMENT OF SALE by not keeping and maintaining the premises in good repair.

10. That the defendant breached paragraph nine of the said AGREEMENT OF SALE by not paying real estate taxes.

WHEREFORE, the plaintiff claims damages from the defendant in an amount not in excess of \$20,000.00, plus costs and legal interest.

Respectfully submitted,



Gary A. Knaresboro, Esquire

### VERIFICATION

Daniel Holliday hereby verifies that he is the plaintiff herein and as such verifies that the information contained in the foregoing complaint is true and correct to the best of his knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. Cons. Stat. § 4904 relating to unsworn falsification to authorities.

  
Daniel Holliday

COPY

**AGREEMENT OF SALE**

THIS AGREEMENT, made this 31st day of March, 2000, by and between  
GERALD C. BLOOM, SR. and SUSAN M. BLOOM, husband and wife, whose address  
is P.O. Box 307, Hyde, PA 16843, hereinafter referred to as the "Sellers",

A

N.

D

MICHELE L. BLOOM, single, whose address is P.O. Box 451, Hyde, PA 16843,  
hereinafter referred to as the "Buyer".

**WITNESSETH:**

Sellers hereby agree to sell and convey to Buyer, and Buyer hereby agrees to  
purchase, subject to all of the covenants, provisions, and conditions hereinafter set forth,  
Sellers' interest in all that certain property described as follows:

SKYLINE MOBILE HOME

MODEL #: LTE0391-B

IDENTIFICATION #: ZNI1-0965-I

**This Agreement shall be subject to the following terms and conditions:**

1) **Purchase Price.** The purchase price shall be SIX THOUSAND SEVEN  
HUNDRED TWELVE DOLLARS (\$6,712.00), which amount has been paid by Buyer  
on behalf of Sellers over the past year in the form of loan payments, lot rent and property

taxes. Buyer agrees to continue to make payments on the subject property and relieve Sellers of any obligation of payment with regard to the subject property.

2) **Possession.** The premises are currently in the possession of the Buyer.

3) **Transfer of title.** Sellers agree to transfer their interest in the subject property by signing the title over to Buyer at such time as shall be determined by the Buyer.

4) **Utilities.** Buyer has been responsible for and shall continue to pay for all utilities consumed on the premises from the date this Agreement is signed.

5) **Fire Insurance.** Buyer shall maintain fire insurance and extended insurance coverage upon the premises at her option. Upon signing this Agreement, Sellers shall have no obligation to insure the premises, nor any right to collect any insurance proceeds in the event the premises is damaged by fire.

6) **Liability Insurance.** Buyer shall carry and maintain liability insurance upon the subject premises at her option and, does hereby agree to indemnify and save harmless the Sellers from any and all actions, causes of action, claims, demands, judgments and/or obligations that may arise from the occupancy, ownership or maintenance of the subject premises and the personalty as contained therein.

7) **Repairs.** Upon signing this Agreement, Buyer shall be responsible for keeping and maintaining the premises and personal property in good repair.

8) **Improvements.** Upon signing this Agreement, Buyer may make repairs and cosmetic alterations, or improvements, to the real property at her option.

9) **Real Estate Taxes.** Upon signing this Agreement, Buyer shall be responsible for payment of all real estate taxes as levied on the real property.

10) **Assessments.** Upon signing this Agreement, Buyer shall be responsible for payment of all municipal assessments made and levied against the subject premises.

11) **Liens and Encumbrances.** Sellers warrant the property is free and clear of all liens, defects and encumbrances aside from the current mortgage on the premises being paid by the Buyer.

12) **Condemnation.** In the event that any municipal or other corporate body shall acquire the subject premises through the exercise of the power of eminent domain, in whole or in part, Buyer shall be considered as the owner of the subject premises and entitled to receipt of the proceeds from such condemnation and Sellers shall have no interest in said proceeds.

13) **Transfer Fees and taxes.** All transfer fees and taxes upon the within referred to conveyance shall be paid by Buyer.

14) **Warranty of Title.** Sellers warrant that they shall take no further action which will constitute a lien or encumbrance against the premises in question.

15) **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto and shall extend to and is binding upon their heirs, executors, and administrators.

16) **Assignment.** This Agreement is not assignable by the Buyer without the express written consent of the Sellers.

17) **As Is.** The property is sold by Sellers and purchased by Buyer in its "as is" condition. No covenants, warranties or representations are given by Sellers.

18) **Waiver of damages.** It is expressly understood and agreed between the parties hereto that FREDERICK M. NEISWENDER, ESQUIRE is acting as an agent



only and will in no case whatsoever be held liable to either party for the performance of any terms or covenants of this Agreement or for damages for the non-performance thereof.

IN WITNESS WHEREOF, the individual parties hereto have hereunto set their hands and seals, and the corporate parties hereto have caused these presents to be executed and the corporate seal to be attached by their proper officers thereunto duly authorized, the day and year first above written.

BUYER:

Donna W. Kerswender  
WITNESS

Michele L. Bloom (Seal)  
MICHELE L. BLOOM

SELLERS:

Donna W. Kerswender  
WITNESS

Gerald C. Bloom, Sr. (Seal)  
GERALD C. BLOOM, SR.

Donna W. Kerswender  
WITNESS

Susan M. Bloom (Seal)  
SUSAN M. BLOOM

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF CLEARFIELD :

ON THIS, the 31st day of March, 2000, before me, the undersigned officer, personally appeared MICHELE L. BLOOM, known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Notarial Seal  
Frederick M. Neiswender, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Apr. 8, 2002

*Frederick M. Neiswender*  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF CLEARFIELD :

ON THIS, the 31st day of March, 2000, before me, the undersigned officer, personally appeared GERALD C. BLOOM, SR. and SUSAN M. BLOOM, known to me, (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Notarial Seal  
Frederick M. Neiswender, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Apr. 8, 2002

*Frederick M. Neiswender*  
NOTARY PUBLIC

*Gary A. Trawesboro, Esquire*

33 BEAVER DRIVE, SUITE 2

DUBOIS, PA 15801

TELEPHONE (814) 375-2311

FAX (814) 375-2314

**FILED**

**FEB 03 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

DANIEL HOLLIDIAY

Plaintiff

v.

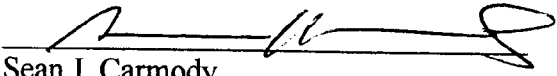
MICHELE L. BLOOM

Defendant

04-62-CD  
NO. 04-163-CD

**ACCEPTANCE OF SERVICE**

On behalf of Michele L. Bloom, I, Sean J. Carmody, Esquire, hereby accept service of  
the Complaint filed in the above-captioned matter.

  
Sean J. Carmody

Date

2/20/04

FILED

MAR 08 2004

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

30c

08:00 AM  
MAR 08 2004

~~2004~~

Atty. Maersboro

William A. Shaw  
Prothonotary & Clerk of Courts

*Gary A. Maersboro, Esquire*

33 BEAVER DRIVE, SUITE 2  
DUBOIS, PA 15801  
TELEPHONE (814) 375-2311  
FAX (814) 375-2314

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

DANIEL A. HOLLIDAY,

Plaintiff,

v.

MICHELLE BLOOM,

Defendant

CIVIL DIVISION

NO.: 04-62-CD

TYPE OF PLEADING:

**PRELIMINARY OBJECTIONS TO  
PLAINTIFF'S COMPLAINT**

Filed on behalf of: Defendant

COUNSEL OF RECORD FOR THIS  
PARTY:

SEAN J. CARMODY, ESQUIRE  
PA I.D. NO. 58772

PATBERG, CARMODY, GING & FILIPPI  
527 Court Place  
Pittsburgh, PA 15219  
(412) 232-3500

**FILED**

**MAR 15 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
ORPHANS' COURT DIVISION

DANIEL A. HOLLIDAY,	)	
	)	
Plaintiff,	)	NO.: 04-62-CD
	)	
v.	)	
	)	
MICHELLE BLOOM,	)	
	)	
Defendant.	)	

**PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT**

AND NOW, comes Defendant Michelle L. Bloom by and through her attorneys Patberg, Carmody, Ging & Filippi and Sean J. Carmody, Esquire and files the following Preliminary Objections to Plaintiff's Complaint and in support thereof avers as follows:

1. On or about February 3, 2004, Plaintiff Daniel Holliday filed a Complaint in Civil Action in the Court of Common Pleas of Clearfield County, Pennsylvania, Arbitration Division against Defendant, Michelle Bloom. (See attached Exhibit A.)

2. The Complaint sets forth a breach of contract claim against Defendant Michelle Bloom. (A copy of the contract is attached as Exhibit A to the Complaint.)

3. Plaintiff, Daniel Holliday was not a party to the contract.

4. There is no privity of contract between Daniel Holliday and Michelle Bloom.

5. The parties to the contract are Gerald C. Bloom, Sr., Defendant's father, and Susan M. Bloom, Defendant's stepmother.

6. Plaintiff Daniel Holliday lacks the capacity to sue for breach of contract.


7. Plaintiff Daniel A. Holliday has failed to set forth any facts in the Complaint which would give rise to a cause of action under the contract.

WHEREFORE, Defendant asks this Honorable Court to grant Defendant's Preliminary  
Objections and dismiss the Complaint with prejudice.

RESPECTFULLY SUBMITTED:

PATBERG, CARMODY, GING & FILIPPI

DATE: 3/12/04

By   
Sean J. Carmody, Esquire  
PA I.D. No.: 58772

PATBERG, CARMODY, GING & FILIPPI  
527 Court Place  
Pittsburgh, PA 15219  
(412) 232-3500

Attorney for Defendant.



**CERTIFICATE OF SERVICE**

I, Sean J. Carmody do hereby certify that a true and correct copy of the within Preliminary Objections to Plaintiff's Complaint was served upon the following parties this 12 day of March, 2004 via pre-paid U. S. Mail as follows:

Gary Knaresbaro, Esquire  
33 Beaver Drive  
Suite 2  
Dubois, PA 15801

  
Sean J. Carmody, Esquire

FILED  
MAR 15 2004  
Mr. Carney

William A. Shaw  
Prothonotary/Clerk of Courts

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

DANIEL A. HOLLIDAY

vs.

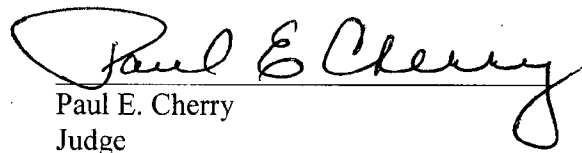
MICHELLE BLOOM

:  
:  
: No. 04-62-CD  
:  
:

**ORDER**

AND NOW, this 12<sup>th</sup> day of May, 2004, upon consideration of Defendant's Preliminary Objections to Plaintiff's Complaint, it is the ORDER of the Court that argument on said Preliminary Objections has been scheduled for the 1 day of June, 2004, at 1:30 P.M. in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
Paul E. Cherry  
Judge

**FILED**

**MAY 12 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

013:00 PM  
MAY 12 2004

William A. Shaw  
Prothonotary/Clerk of Courts

Doc w/ Service

memo to Atty General



Atty General

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

DANIEL A. HOLLIDAY,

Plaintiff,

v.

MICHELLE BLOOM,

Defendant.

CIVIL DIVISION

NO.: 04-62-CD

TYPE OF PLEADING:

**AFFIDAVIT OF SERVICE**

Filed on behalf of: Defendant

COUNSEL OF RECORD FOR THIS  
PARTY:

SEAN J. CARMODY, ESQUIRE  
PA I.D. NO. 58772

PATBERG, CARMODY, GING & FILIPPI  
527 Court Place  
Pittsburgh, PA 15219  
(412) 232-3500

**FILED**

**MAY 26 2004**

William A. Shew  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
ORPHANS' COURT DIVISION

DANIEL A. HOLLIDAY,

Plaintiff,

v.

MICHELLE BLOOM,

Defendant.

)  
)  
) NO.: 04-62-CD  
)  
)  
)  
)  
)

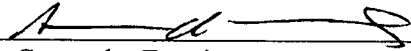
**AFFIDAVIT OF SERVICE**

I, Sean J. Carmody, Esquire, to hereby certify and attest that on May 24, 2004, I served a copy of the Court's Scheduling Order, scheduling preliminary argument on Preliminary Objections in the above-captioned matter to opposing counsel, Gary A. Knaresboro, Esquire, by regular mail and facsimile.

RESPECTFULLY SUBMITTED:

PATBERG, CARMODY, GING & FILIPPI

DATE: 5/24/04

By   
Sean J. Carmody, Esquire  
PA I.D. No.: 58772

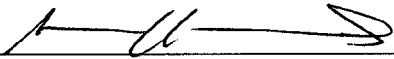
PATBERG, CARMODY, GING & FILIPPI  
527 Court Place  
Pittsburgh, PA 15219  
(412) 232-3500

Attorney for Defendant.

**CERTIFICATE OF SERVICE**

I, Sean J. Carmody do hereby certify that a true and correct copy of the within Affidavit of Service was served upon the following parties this 24 day of May, 2004 via pre-paid U. S. Mail and facsimile as follows:

Gary Knaresbaro, Esquire  
33 Beaver Drive  
Suite 2  
Dubois, PA 15801  
***Facsimile: 814-375-2314***

  
\_\_\_\_\_  
Sean J. Carmody, Esquire

FILED  
MAY 11 2004  
MAY 26 2004  
William A. Shaw  
Prothonotary/Clerk of Courts



CA

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

DANIEL A. HOLLIDAY

V.

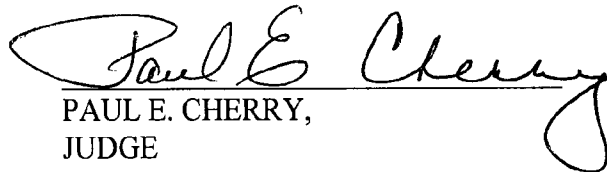
MICHELE L. BLOOM

NO. 04-62-C.D.

**ORDER**

AND NOW, this 28<sup>th</sup> day of May, 2004, the Court noting that Plaintiff, Daniel A. Holliday, filed a Complaint pursuant to an Appeal from a Judgment of a District Justice and said Complaint received a new Civil Docket Number; the Court noting the Complaint should have received Civil Docket No. 04-62-C.D. it is the ORDER of this Court that Civil Docket Nos. 04-62-C.D. and 04-163-C.D. shall be and are hereby consolidated. Any further filings by either party shall be to Civil Docket No. 04-62-C.D.. The Prothonotary is hereby directed to consolidate both files filed to the above civil docket number.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE

**FILED**

**MAY 28 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED  
03:00 PM  
MAY 28 2004  
100 Knoselboro  
100 Carmody

William A. Shaw  
Prothonotary/Clerk of Courts  
SPX

Date: 06/01/2004

Clearfield County Court of Common Pleas

User: BILLSHAW

Time: 10:23 AM

ROA Report

Page 1 of 1

Case: 2004-00163-CD

Current Judge: No Judge

Daniel A. Holliday vs. Michele L. Bloom

Civil Other

Date		Judge
02/03/2004	Filing: Civil Complaint Paid by: Knaresboro, Gary Receipt number: 1873075 Dated: 02/03/2004 Amount: \$85.00 (Check) 3 Cert. to Atty.	No Judge
03/08/2004	Acceptance of Service, On Behalf of Michele L. Bloom, I, Sean J. Carmody, Esquire hereby accept service of the Complaint filed in the above captioned matter. s/Sean J. Carmody, Esquire 3 cc Atty Knaresboro	No Judge

Date: 06/01/2004

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 12:47 PM

ROA Report

Page 1 of 1

Case: 2004-00062-CD

Current Judge: Paul E. Cherry

Daniel A. Holliday vs. Michelle Bloom

District Justice Appeal

Date		Judge
01/14/2004	Filing: District Justice Appeals Paid by: Patberg Carmody & Ging Receipt number: 1872221 Dated: 01/14/2004 Amount: \$85.00 (Check) Copies to Attorney.	No Judge
01/20/2004	Proof of Service, Defendant's Notice of Appeal and Rule to File Complaint upon Daniel A. Holliday. filed by, s/Sean J. Carmody, Esquire no cc	No Judge
	Proof of Service, Defendant's Notice of Appeal and Rule to File Complaint upon District Justice Richard A. Ireland. filed by, s/Sean J. Carmody, Esquire no cc	No Judge
01/30/2004	Transcript From Justice Ireland. filed.	No Judge
02/03/2004	Complaint, filed by s/Gary Knaresboro, Esq. Three CC Attorney Knaresboro	Paul E. Cherry
03/08/2004	Acceptance of Service, on behalf of Michele L. Bloom: I Sean Carmody, Esq. hereby accept service of the Complaint filed in the above captioned matter. s/Sean J. Carmody, Esq. Three CC Attorney Knaresboro	Paul E. Cherry
03/15/2004	Preliminary Objections To Plaintiff's Complaint. filed by, s/Sean J. Carmody, Esquire 1cc Atty Carmady	No Judge
05/12/2004	ORDER, AND NOW, this 12th day of May, 2004, re: Argument on Preliminary Objections scheduled for the 1st day of June, 2004, at 1:30 p.m. in Courtroom No. 2. by the Court, s/PEC, J. 2 cc w/service memo to Atty Carmody	Paul E. Cherry
05/26/2004	Affidavit of Service, Court's Scheduling Order, scheduling preliminary argument on Preliminary Objections, upon: Gary A. Knaresboro. by the Court, s/Sean J. Carmody, Esq. Certificate of Service no cc	Paul E. Cherry
05/28/2004	Order, AND NOW, this 28th day of May, 2004, the Court noting that Plaintiff, Daniel A. Holliday, filed a Complaint pursuant to an Appeal from a Judgment of a District Justice and said Complaint received a new Civil Docket Number; the Court noting the Complaint should have received Civil Docket Number 04-62-CD, it is the Order of this Court that Civil Docket Nos. 04-62-CD and 04-163-CD shall be and are hereby consolidated. Any further filings by either party shall be to Civil Docket No. 04-62-CD. The Prothonotary is hereby directed to consolidate both files filed to the above civil docket number. BY THE COURT: /s/Paul E. Cherry, Judge One CC Attorneys Knaresboro, Carmody	Paul E. Cherry

Date: 06/01/2004

Clearfield County Court of Common Pleas

User: BILLSHAW

Time: 10:23 AM

ROA Report

Page 1 of 1

Case: 2004-00062-CD

Prior

Current Judge: Paul E. Cherry

Daniel A. Holliday vs. Michelle Bloom

District Justice Appeal

Date		Judge
01/14/2004	Filing: District Justice Appeals Paid by: Patberg Carmody & Ging Receipt number: 1872221 Dated: 01/14/2004 Amount: \$85.00 (Check) Copies to Attorney.	No Judge
01/20/2004	Proof of Service, Defendant's Notice of Appeal and Rule to File Complaint upon Daniel A. Holliday. filed by, s/Sean J. Carmody, Esquire no cc	No Judge
	Proof of Service, Defendant's Notice of Appeal and Rule to File Complaint upon District Justice Richard A. Ireland. filed by, s/Sean J. Carmody, Esquire no cc	No Judge
01/30/2004	Transcript From Justice Ireland. filed.	No Judge
03/15/2004	Preliminary Objections To Plaintiff's Complaint. filed by, s/Sean J. Carmody, Esquire 1cc Atty Carmady	No Judge
05/12/2004	ORDER, AND NOW, this 12th day of May, 2004, re: Argument on Preliminary Objections scheduled for the 1st day of June, 2004, at 1:30 p.m. in Courtroom No. 2. by the Court, s/PEC, J. 2 cc w/service memo to Atty Carmody	Paul E. Cherry
05/26/2004	Affidavit of Service, Court's Scheduling Order, scheduling preliminary argument on Preliminary Objections, upon: Gary A. Knaresboro. by the Court, s/Sean J. Carmody, Esq. Certificate of Service no cc	Paul E. Cherry

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DANIEL A. HOLLIDAY

:

VS.

: NO. 04-62-CD

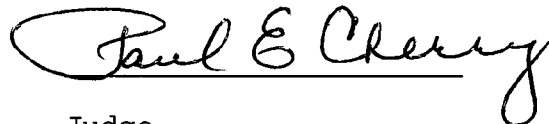
MICHELLE BLOOM

:

O R D E R

NOW, this 1st day of June, 2004, this being the date set for argument on Defendant's Preliminary Objections; following argument by counsel, it is the ORDER of this Court that Plaintiff file an Amended Complaint by no later than July 2, 2004.

BY THE COURT:



Judge

FILED

JUN 01 2004

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

*03:58*  
JUN 01 2004

William A. Shaw

Prothonotary/Clerk of Courts

*1cc Atty Knaesbord*

*1cc Atty Casmody*

*[Signature]*

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

DANIEL A. HOLLIDAY,

Plaintiff,

v.

MICHELLE BLOOM,

Defendant

CIVIL DIVISION

NO.: 04-62-CD

TYPE OF PLEADING:

**IMPORTANT TEN DAY NOTICE**

Filed on behalf of: Defendant

COUNSEL OF RECORD FOR THIS  
PARTY:

SEAN J. CARMODY, ESQUIRE  
PA I.D. NO. 58772

SEAN P. DUFF, ESQUIRE  
PA. I.D. NO.: 88853

PATBERG, CARMODY, GING & FILIPPI  
527 Court Place  
Pittsburgh, PA 15219  
(412) 232-3500

**FILED** *no cc*  
*m/11:58:01*  
JUL 12 2004 *ES*

William A. Shaw  
Prothonotary/Clerk of Courts



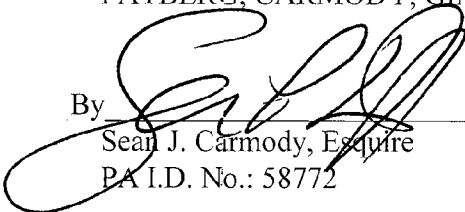
DATE:

7/9/04

RESPECTFULLY SUBMITTED:

PATBERG, CARMODY, GING & FILIPPI

By



Sean J. Carmody, Esquire  
PA I.D. No.: 58772

Sean P. Duff, Esquire  
PA. I.D. No.: 88853

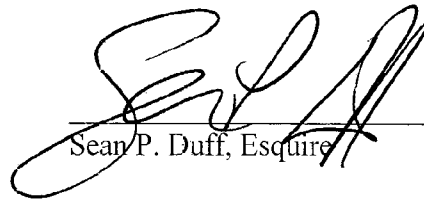
PATBERG, CARMODY, GING & FILIPPI  
527 Court Place  
Pittsburgh, PA 15219  
(412) 232-3500

Attorney for Defendant.

**CERTIFICATE OF SERVICE**

I, Sean P. Duff, Esquire, do hereby certify that a true and correct copy of the within Ten Day Notice was served upon the following parties this 7 day of July, 2004 via Certified Mail as follows:

Gary Knaresboro, Esquire  
33 Beaver Drive, Suite 2  
Dubois, PA 15801

  
Sean P. Duff, Esquire

**FILED**

**JUL 12 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

DANIEL HOLLIDAY

Plaintiff

v.

MICHELE L. BLOOM

Defendant

: NO. 04-<sup>422</sup>~~163~~-CD

: Type of Pleading:  
: Amended Complaint

: Filed on behalf of: Plaintiff,  
: Daniel Holliday

: Counsel of record for this party:

: GARY A. KNARESBORO, ESQUIRE  
: Supreme Court I. D. No. 52097  
: Sobel, Collins & Knaresboro  
: Attorneys at Law  
: 218 South Second Street  
: Clearfield, PA 16830  
: Phone: (814) 765-6555  
: Fax: (814) 765-6210

FILED

01952001  
JUL 02 2004

3cc  
Atty  
Knaresboro

William A. Shaw  
Prothonotary/Clerk of Courts

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

DANIEL HOLLIDAY

Plaintiff

v.

MICHELE L. BLOOM

Defendant

NO. 04-163-CD

**AMENDED COMPLAINT**

AND NOW comes the plaintiff, Daniel Holliday, and sets forth the following in support of this Amended Complaint:

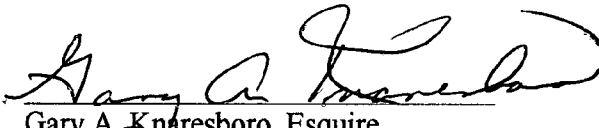
11. That paragraphs 1 through 10 from the Complaint are incorporated herein by reference thereto.

12. That the plaintiff is the owner of the said Skyline Mobile Home, model # LTE 0931-B that the defendant agreed to purchase.

13. That on or about January 9, 1996, the plaintiff purchased the said Skyline Mobile Home, model #LTE 0931-B from Family Mobile Homes, Inc. A true and correct copy of the Retail Installment Contract and Security Agreement is attached hereto and marked as Attachment "B".

WHEREFORE, the plaintiff claims damages from the defendant in an amount not in excess of \$20,000.00, plus costs of legal interest.

Respectfully submitted,

  
Gary A. Knatesboro, Esquire

### VERIFICATION

Daniel Holliday hereby verifies that he is the plaintiff herein and as such verifies that the information contained in the foregoing amended complaint is true and correct to the best of his knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. Cons. Stat. § 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Daniel Holliday

010-010-42-08144-844506

<b>RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT</b>	Seller <b>FAMILY MOBILE HOMES INC</b>	Buyer <b>BLOOM, SUSAN M.</b>
	Address <b>1683 E PLEASANT VALLEY BLVD</b>	Address <b>HOLLIDAY, DANIEL A.</b>
	<b>ALTOONA, PA 16602</b>	<b>DICKSON, STEPHANIE R.</b>
	"We" and "us" mean the Seller above, its successors and assigns.	"You" and "your" mean each Buyer above and guarantor, jointly and individually.

No. \_\_\_\_\_  
Date January 9, 1996

**SALE:** You agree to purchase from us, subject to the terms and conditions of this Contract and Security Agreement, the Vehicle in its present condition described below.

Year	Make	Model	Manufacturer's Serial Numbers	License No./Year
96	SKYLINE	LIMITED EDITION	2N11-0965T	

**OTHER DESCRIPTION:** Size: 14x68

Skirting, (2) 4 x 4 Decks and oil tank

**SECURITY:** You give us a security interest in the Vehicle described above. The Vehicle shall be complete with all accessions, attachments, accessories, equipment, and proceeds of the Vehicle. The delivery and acceptance of the Vehicle is acknowledged by you. Our security interest will not extend to consumer goods that are not installed in or affixed to the Vehicle more than 10 days after we enter into this Contract with you.

**PROMISE TO PAY AND PAYMENT TERMS:** You promise to pay us the principal amount of \$ 21726.00, plus finance charges accruing at the rate of 9.75 % per year until maturity. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES, and pay any additional amounts according to the terms and conditions of this Contract. After maturity, or after we have demanded payment of earned but unpaid

amounts, we will, instead, earn interest at 9.75 percent per year.

**DOWN PAYMENT:** You also agree to pay on or before today's date the down payment of any cash, rebate and net trade-in value described on page 2.

☐ **MINIMUM FINANCE CHARGE:** We may retain a minimum finance charge of \$ \_\_\_\_\_ if you pay off this Contract before we have earned that much interest.

#### TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of \$ <u>2415.00</u>
9.75 %	\$ 27730.80	\$ 21726.00	\$ 49456.80	\$ 51871.80

**Payment Schedule:** Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
240	\$ 206.07	8th of each month beginning February 19 96
	\$	and each month thereafter until paid.
	\$	

**Security:** You are giving a security interest in the Vehicle being purchased.

☒ **Late Charge:** You will be charged 2% per month on the amount of the payment in arrears by more than 10 days.

**Assumption:** Someone buying your home cannot assume the obligation on the original terms.

**Prepayment:** If you pay off this Contract early, you ☐ may ☒ will not have to pay a penalty. Filing Fees \$ 20.00

**Contract Provisions:** You can see your Contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

If you do not meet your Contract obligations, you may lose your house, the property that you bought with this loan, or household goods and furniture, your motor vehicle, or money in your account with us.

**CREDIT INSURANCE:** Credit life insurance and credit disability insurance are not required to obtain credit. Credit life insurance and credit disability insurance will not be provided unless you sign and agree to pay the additional cost.

<b>CREDIT LIFE:</b>	_____ For First Buyer
	_____ For Second Buyer
	_____ For Both Buyers
Premium: \$	_____
<b>CREDIT DISABILITY:</b>	_____ For First Buyer
	_____ For Second Buyer
	_____ For Both Buyers
Premium: \$	_____
Insurance Company Name and Home Office Address:	
I Want the Credit Insurance Specified Above:	
First Buyer	Second Buyer

**PROPERTY INSURANCE:** You are required by us to insure the Vehicle securing this Contract. You shall have the option of furnishing the required insurance either through existing policies of insurance owned or controlled by you or procuring and furnishing the equivalent insurance coverage through any insurance company authorized to transact business in Pennsylvania. Insurance covering risks of: 1) loss or liability related to the Vehicle, 2) the use of the Vehicle, 3) goods or services related to the Vehicle, 4) mechanical breakdowns, or a service contract or warranty is optional and not included unless checked and indicated below.

**LIABILITY INSURANCE:** Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated below.

If you get the insurance from or through us, you will pay \$ 1165.00 for 60 months of coverage.

The Vehicle insurance premium is calculated as follows:

- ☐ Fire-Theft and Combined Add'l. Coverage \$ \_\_\_\_\_
- ☐ \$ \_\_\_\_\_ Deductible Comprehensive Cov. \$ \_\_\_\_\_
- ☐ \$ \_\_\_\_\_ Deductible Collision Coverage \$ \_\_\_\_\_
- ☐ \_\_\_\_\_ \$ \_\_\_\_\_
- ☐ \_\_\_\_\_ \$ \_\_\_\_\_

☐ A charge for an Extended Service Contract is added to this Contract. The Extended Service Contract sold or provided by us is:

Coverage: \_\_\_\_\_ for Term: \_\_\_\_\_

**MODERN CREDIT PROTECTION POLICY:**

Premium \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

MV-1 (9-92)				I. TAX AND FEES	
VEHICLE DESCRIPTION	MAKE OF VEHICLE <b>Skyline</b>	VEHICLE IDENTIFICATION NUMBER (VIN), IF TRACING REQUIRED, TAPE SECURELY TO REVERSE OF THIS COPY <b>2N11-09651</b>		BODY TYPE (SDN, TK, BUS, ETC.) <b>MH</b>	MODEL YEAR <b>1996</b>
	GROSS VEHICLE WT. RATING <b>14,000</b>	DIN/MECHANIC #		AUTHORIZED NOTARY PUBLIC OR CERTIFIED INSPECTION MECHANIC (PRINT NAME)	
	FUEL <input type="checkbox"/> DIESEL <input type="checkbox"/> ELECTRIC	I certify that I have verified that a legible tracing cannot be secured and that the above VIN is correct.		SIGN HERE	
APPLICANT INFORMATION	LAST NAME (OR FULL BUSINESS NAME) <b>Holliday</b>		FIRST NAME <b>Daniel</b>	MIDDLE INITIAL <b>A. R.</b>	DEALER ID NUMBER (IF APPLICABLE)
	CO-PURCHASER <b>Bloom</b>		Gerald Susan		C. M.
	STREET <b>P.O. Box 307 Robinson Avenue</b>		CITY <b>Hyde</b>	STATE <b>PA</b>	ZIP <b>16843</b>
	NOTE: IF A CO-PURCHASER, OTHER THAN YOUR SPOUSE, IS LISTED ABOVE, CHECK ONE OF THESE BLOCKS. IF NO BLOCK IS CHECKED, TITLE WILL BE ISSUED AS "TENANTS IN COMMON". A. <input checked="" type="checkbox"/> JOINT TENANTS WITH RIGHT OF SURVIVORSHIP (ON DEATH OF ONE OWNER, TITLE GOES TO SURVIVING OWNER.) B. <input type="checkbox"/> TENANTS IN COMMON (ON DEATH OF ONE OWNER, INTEREST OF DECEASED OWNER GOES TO HIS OR HER HEIRS OR ESTATE.) NOTE: IF THE VEHICLE IS BEING LEASED, CHECK THIS BLOCK <input type="checkbox"/> IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-1L.				
MILEAGE INFORMATION	<input type="checkbox"/> ACTUAL MILEAGE DIFFERS FROM ODOMETER READING FOR REASONS OTHER THAN CALIBRATION ERROR AND ACTUAL MILEAGE IS UNKNOWN WARNING: AN INACCURATE ODOMETER STATEMENT MAY MAKE YOU LIABLE FOR DAMAGES TO YOUR TRANSFEREE PURSUANT TO §409A OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972.		<input type="checkbox"/> MILEAGE OVER 99,999		ODOMETER READING TENTHS <input checked="" type="checkbox"/>
	1ST LIEN DATE: <b>1-9-96</b> → IF NO LIEN, CHECK <input type="checkbox"/> 2ND LIEN DATE: → IF NO LIEN, CHECK <input type="checkbox"/>		1ST LIENHOLDER <b>Bank One Cincinnati NA</b> 2ND LIENHOLDER		
LIEN INFORMATION	STREET <b>8044 Montgomery Rd.</b>		STREET		
	CITY <b>Cincinnati</b> STATE <b>OH</b> ZIP <b>45236</b>		CITY STATE ZIP		
VEHICLE INFORMATION	MAKE OF VEHICLE		VIN		MODEL YEAR
	BODY TYPE (SDN, BUS, TK, ETC.)		CONDITION OF VEHICLE <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR		
ADDITIONAL VEHICLE INFORMATION	PASSENGER TAXI/BUS	PASSENGER <input type="checkbox"/> TAXI <input type="checkbox"/> LIMOUSINE <input type="checkbox"/> SCHOOL BUS <input type="checkbox"/> MASS TRANSIT <input type="checkbox"/> OTHER BUS <input type="checkbox"/>	SEATING CAPACITY		
	MOTORCYCLE	CYLINDER CAPACITY 50CC OR LESS <input type="checkbox"/> YES <input type="checkbox"/> NO	BRAKE HORSEPOWER <input type="checkbox"/> 1.5 OR LESS <input type="checkbox"/> 1.6 TO 5.0 <input type="checkbox"/> OVER 5.0		
	MOTOR DRIVEN CYCLE	OPERABLE PEDALS <input type="checkbox"/> YES <input type="checkbox"/> NO	MAX DESIGN SPEED 25 MPH OR LESS <input type="checkbox"/> YES <input type="checkbox"/> NO		
	MOPED	AUTOMATIC TRANSMISSION <input type="checkbox"/> YES <input type="checkbox"/> NO	DESIGNED/ALTERED FOR ROAD USE <input type="checkbox"/> YES <input type="checkbox"/> NO		
	MOTOR HOME	CHASSIS MFR:	BODY MAKE:		
	TRAILER & VEHICLES BELOW	NUMBER OF AXLES:	REQ. REGISTERED GROSS WT. (INCLUDING LOAD)		
	TRUCK	SUM OF GAWRS:	UNLADEN WT. (EMPTY)		
	TRUCK TRACTOR	REQ. REGISTERED GROSS COMBINATION WT.	GROSS COMBINATION WT. RATING		
APPLICATION FOR REGISTRATION	IMPLEMENT OF HUSBANDRY OR SPECIAL MOBILE EQUIPMENT <input type="checkbox"/> SELF-PROPELLED <input type="checkbox"/> NOT SELF-PROPELLED (IMPH ONLY)		HOW AND WHERE IS VEHICLE USED?		
	ORIGINAL PLATE <input checked="" type="checkbox"/> Check One		<input type="checkbox"/> TRANSFER OF PREVIOUSLY ISSUED PLATE		
	<input type="checkbox"/> PLATE TO BE ISSUED BY BUREAU (PROOF OF INSURANCE MUST BE ATTACHED.)		<input type="checkbox"/> TRANSFER & RENEWAL OF PLATE		
	<input type="checkbox"/> EXCHANGE PLATE TO BE ISSUED BY BUREAU		<input type="checkbox"/> TRANSFER OF PLATE & REPLACEMENT OF STICKER		
SIGNATURE AND SWORN	TEMPORARY PLATE ISSUED BY FULL AGENT		REASON FOR REPLACEMENT		
	EXPIRES Month Year		<input type="checkbox"/> LOST <input type="checkbox"/> STOLEN <input type="checkbox"/> DEFACED <input type="checkbox"/> NEVER REC'D (LOST IN MAIL)		
	TRANSFERRED FROM TITLE NO.		NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44.		
	SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT)		SIGN HERE		
SIGNATURE AND SWORN	INSURANCE COMPANY NAME:		POLICY NO. (OR ATTACH BINDER)		POLICY EFFECTIVE DATE
	ISSUING AGENT INFORMATION		ISSUING AGENT (PRINT NAME)		AGENT NO.
	I CERTIFY THAT ON MONTH DAY YEAR I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS.		ISSUING AGENT SIGNATURE		TELEPHONE NO.
	I/WE ACKNOWLEDGE THAT I/WE MAY LOSE MY/OUR OPERATING PRIVILEGE(S) OR VEHICLE REGISTRATION(S) FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY ON THE CURRENTLY REGISTERED VEHICLE FOR THE PERIOD OF REGISTRATION. I/WE FURTHER ACKNOWLEDGE THAT I/WE MAY BE SUBJECT TO A FINE NOT EXCEEDING \$5,000 AND IMPRISONMENT OF NOT MORE THAN TWO (2) YEARS FOR ANY FALSE STATEMENT THAT I/WE MAKE ON THIS FORM, AND I/WE CERTIFY THAT I/WE HAVE EXAMINED AND SIGNED THIS FORM AFTER ITS COMPLETION; AND, THAT, IF AN EXEMPTION FROM PAYMENT OF SALES TAX IS CLAIMED, I AM/WE ARE AUTHORIZED TO CLAIM THIS EXEMPTION. I/WE FURTHER CERTIFY THAT ALL STATEMENTS HEREIN ARE TRUE AND CORRECT AND MAKE APPLICATION FOR CERTIFICATE OF TITLE FOR THE VEHICLE DESCRIBED IN BLOCK A.		SIGNATURE OF INDIVIDUAL OR AUTHORIZED SIGNER		
SUBSCRIBED AND SWORN TO BEFORE ME: MO. 01 DAY 09 YEAR 96		SIGNATURE OF CO-OWNER/TITLE OF AUTHORIZED SIGNER			
SIGNATURE OF PERSON ADMINISTERING OATH		TELEPHONE NO. (814) 765-4467			
SIGN IN PRESENCE OF NOTARY		If your registration documents are not received within 60 days, please contact			
		MESSENGER NUMBER:			

ATTACHMENT "B"



FILED

JUL 02 2004

William A. Shaw  
Prothonotary/Clerk of Courts

*Gary A. Traversboro, Esquire*

33 BEAVER DRIVE, SUITE 2  
DUBOIS, PA 15801  
TELEPHONE (814) 375-2311  
FAX (814) 375-2314

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

DANIEL A. HOLLIDAY,

Plaintiff,

v.

MICHELLE BLOOM,

Defendant.

NO.: 04-62-CD

TYPE OF PLEADING:

**IMPORTANT TEN DAY NOTICE**

Filed on behalf of: Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

GARY A. KNARESBORO, ESQUIRE  
Supreme Court I.D. No. 52097  
33 Beaver Drive, Suite 2  
DuBois, PA 15801  
Phone: (814) 375-2311  
Fax: (814) 375-2314

FILED <sup>ELK</sup>  
02450A 306 to 044

OCT 12 2004

William A. Shaw  
Prothonotary

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

DANIEL A. HOLLIDAY,	)
	) NO.: 04-62-CD
Plaintiff,	)
	)
v.	)
	)
MICHELLE BLOOM,	)
	)
Defendant.	)

**IMPORTANT TEN DAY NOTICE OF DEFAULT**

TO: MICHELLE BLOOM, Defendant  
c/o PATBERG, CARMODY, GING & FILIPPI  
527 Court Place  
Pittsburgh, PA 15219

DATE OF NOTICE: October 12, 2004

**IMPORTANT NOTICE**


YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CAN NOT AFFORD ONE GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE  
PENNSYLVANIA BAR ASSOCIATION  
P.O BOX 186  
HARRISBURG, PA 17108  
(800) 692-7375

**CERTIFICATE OF SERVICE**

I, Gary A. Knaresboro, Esquire, do hereby certify that a true and correct copy of the within Ten Day Notice was served upon the following parties this 12 day of October, 2004 via Certified Mail as follows:

PATBERG, CARMODY, GING & FILIPPI  
527 Court Place  
Pittsburgh, PA 15219



Gary A. Knaresboro, Esquire

*Gary A. Tharesboro, Esquire*

33 BEAVER DRIVE, SUITE 2

DUBOIS, PA 15801

TELEPHONE (814) 375-2311

FAX (814) 375-2314

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DANIEL A. HOLLIDAY,

CIVIL DIVISION

Plaintiff,

NO.: 04-62-CD

v.

TYPE OF PLEADING:

MICHELLE BLOOM,

**ANSWER AND NEW MATTER TO  
PLAINTIFF'S COMPLAINT**

Defendant.

FILED ON BEHALF OF: DEFENDANTS

COUNSEL OF RECORD FOR THIS PARTY:

SEAN J. CARMODY, ESQUIRE  
PA I.D. NO. 58772

PATBERG, CARMODY, GING & FILIPPI  
527 Court Place  
Pittsburgh, PA 15219  
(412) 232-3500

**FILED**

MAY 16 2005 <sup>6K</sup>

m/12:30/12

William A. Shaw  
Prothonotary

1 SENT TO ATTY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DANIEL A. HOLLIDAY,	)	
	)	
Plaintiff,	)	NO.: 04-62-CD
	)	
v.	)	
	)	
MICHELLE BLOOM,	)	
	)	
Defendant.	)	

**ANSWER AND NEW MATTER TO PLAINTIFF'S COMPLAINT**

AND NOW, comes Defendant By and through her counsel Patberg, Carmody, Ging & Filippi and Sean J. Carmody, Esquire and files the following Answer to Plaintiff's Complaint, and in support thereof avers as follows:

1. After a reasonable investigation, Defendant is without knowledge sufficient to either admit or deny the averments of Paragraph 1. To the extent that a responsive pleading is required the averments of Paragraph 1 is specifically denied and strict proof thereof is demanded at the time of trial.
2. Admitted.
3. Denied. It is admitted that on or about March 31, 2000 the Defendant entered into an Agreement of Sale, however, the Agreement of Sale makes no reference to the Plaintiff. By way of further answer Defendant states that after a reasonable investigation Defendant is without sufficient knowledge to either admit or deny that the Plaintiff entered this contact "through his parents."

4. Denied. To the contrary, by terms of the contract itself \$6,712.00 was the amount that had been paid in the year prior to entering into the contract by the Defendant.

5. Denied. No payments were directed to Plaintiff.

6. Admitted.

7. Denied. It is denied that Plaintiff abandoned the mobile home. To the contrary, Plaintiff was told she would be evicted, and thus sought alternate housing.

8. Denied. It is specifically denied the Defendant caused any excessive damage to the Skyline Mobile Trailer.

a. Denied.

b. Denied.

c. Denied.

d. Denied.

e. Denied.

f. Denied.

g. Denied.

h. Denied.

i. Denied.

j. Denied.

k. Denied.

l. Denied.

m. Denied.

n. Denied.

o. Denied.



9. Denied. It is specifically denied that the Defendant breached any contract or any term of any contract between Plaintiff and Defendant.

10. Denied. It is specifically denied that the Defendant breached any contract or any term of any contract between Plaintiff and Defendant.

11. Paragraph 11 of Plaintiff's Amended Complaint in Civil Action is an incorporation paragraph to which no responsive pleading is required.

12. After a reasonable investigation Defendant is without sufficient knowledge to either admit or deny the averments of Paragraph 12 of the Plaintiff's Amended Complaint. To the extent that a responsive pleading is required the averments of Paragraph 12 is specifically denied and strict proof thereof is demanded at the time of trial.

13. Admitted in Part. It is admitted at pursuant to the sales installment contract that is attached to the Plaintiff's Amended Complaint Daniel Holliday is listed as a buyer as is Stephanie Dickson, Gerald and Susan Bloom. It is specifically denied that Plaintiff purchased this trailer on his own.

WHEREFORE, Defendant respectfully request this Honorable Court enter judgment in favor of Defendant and against the Plaintiff.

**NEW MATTER**

14. Defendant incorporates Paragraphs 1 through 13 of their Answer and New Matter as if set forth more fully at length herein.

15. Plaintiff's Civil Action against Defendant is barred, in whole or in part, by virtue of a lack of consideration between Plaintiff and Defendant.

16. Plaintiff's Civil Action against Defendant is barred, in whole or in part, as a result of lack of privity existing between Plaintiff and Defendant.

17. Plaintiff's Civil Action is barred, in whole or in part, by virtue of the statute of limitations.

WHEREFORE, Defendant respectfully request this Honorable Court enter judgment in favor of Defendant and against the Plaintiff.

RESPECTFULLY SUBMITTED:

PATBERG, CARMODY, GING & FILIPPI

DATE: 5/12/05

By 

Sean J. Carmody, Esquire  
PA I.D. No.: 58772

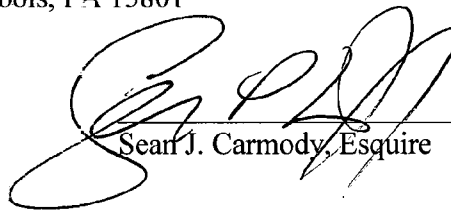
PATBERG, CARMODY, GING & FILIPPI  
527 Court Place  
Pittsburgh, PA 15219  
(412) 232-3500

Attorney for Defendant.

**CERTIFICATE OF SERVICE**

I, Sean J. Carmody do hereby certify that a true and correct copy of the within Answer to Plaintiff's Complaint was served upon the following parties this 12 day of May, 2005 via pre-paid U. S. Mail as follows:

Gary Knaresbaro, Esquire  
33 Beaver Drive  
Suite 2  
Dubois, PA 15801



Sean J. Carmody, Esquire

**FILED**

MAY 16 2005

William A. Shaw  
Prothonotary

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

DANIEL A. HOLLIDAY,

CIVIL DIVISION

Plaintiff,

NO.: 04-62-CD

v.

**VERIFICATION TO DEFENDANT'S  
ANSWER AND NEW MATTER TO  
AMENDED COMPLAINT**

MICHELLE BLOOM,

FILED ON BEHALF OF:

Defendant.

PLAINTIFF

**JURY TRIAL DEMANDED**

COUNSEL OF RECORD FOR THIS PARTY:

TERRENCE M. GING, ESQUIRE  
PA I.D. NO.: 65322

SEAN P. DUFF, ESQUIRE  
PA. I.D. NO. 88853

PATBERG, CARMODY, GING & FILIPPI  
504 STATE STREET, SUITE 200  
ERIE, PA. 16501

(814) 874-0558

**FILED**

MAY 26 2005 (62)

m/11:25/401

William A. Shaw  
Prothonotary

1 cent to Art

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

DANIEL A. HOLLIDAY,

Plaintiff,

v.

MICHELLE BLOOM,

Defendant.

) CIVIL DIVISION

) NO.: 04-62-CD

) **JURY TRIAL DEMANDED**

**VERIFICATION TO DEFENDANT'S ANSWER AND NEW MATTER TO  
AMENDED COMPLAINT**

AND NOW, comes Defendant, by and through her attorneys, Patberg, Carmody, Ging & Filippi, and Sean P. Duff, Esquire, and files the attached Verification Affidavit.

RESPECTFULLY SUBMITTED,

PATBERG, CARMODY, GING & FILIPPI

DATE: 5/23/05

BY: 

Sean P. Duff, Esquire  
Pa. I.D. No.: 88853

PATBERG, CARMODY, GING & FILIPPI  
504 State Street, Suite 200  
Erie, Pa. 16501  
(814) 874-0558

Attorney for Defendant.

VERIFICATION AFFIDAVIT

I verify that the statements made herein are true and correct to the best of my knowledge,  
information, and belief.

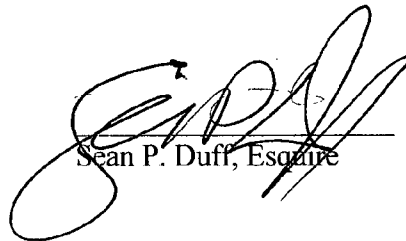
I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.,  
§4904, relating to unsworn falsifications to authorities.

Murphy D. B.

**CERTIFICATE OF SERVICE**

I, Sean P. Duff, Esquire hereby certify that a true and correct copy of the within Verification to Defendant's Answer and New Matter to Amended Complaint was served upon the following parties this 03 day of May, 2005 by U.S. First Class Mail as follows:

Gary Knaresboro, Esquire  
53 Beaver Drive, Suite 2  
Dubois, PA 15801



Sean P. Duff, Esquire



**FILED**

MAY 26 2005

William A. Shaw  
Prothonotary

2-1

## Notice of Proposed Termination of Court Case

January 22, 2010

RE: 2C04-0062-CD

Daniel A. Holliday  
Vs.  
Michelle Bloom

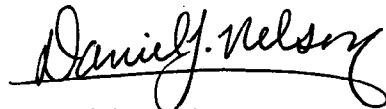
Dear Gary A. Knaresboro, Esq.

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **March 23, 2010**.

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

By the Court,



Daniel J. Nelson  
Court Administrator

5 FILED  
018:55311  
JAN 22 2010  
William A. Shaw  
Prothonotary/Clerk of Courts

## Notice of Proposed Termination of Court Case

January 22, 2010

RE: 2004-0062-CD

Daniel A. Holliday  
Vs.  
Michelle Bloom

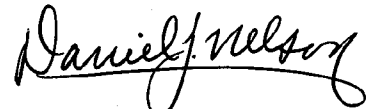
Dear Sean J. Carmody, Esq. and Sean P. Duff, Esq.

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **March 23, 2010**.

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

By the Court,

A handwritten signature in cursive script that reads "Daniel J. Nelson".

Daniel J. Nelson  
Court Administrator

## Notice of Proposed Termination of Court Case

February 1, 2012

RE: 2004-00062-CD

Daniel A. Holliday

Vs.

Michele L. Bloom

FILED  
FEB 01 2012  
William A. Shaw  
Prothonotary/Clerk of Courts

To All Parties and Counsel:

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **April 2, 2012**.

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

By the Court,

*F. Cortez Bell, III*  
F. Cortez Bell, III, Esq.  
Court Administrator

Carmody  
Knareboro

FILED

FEB 01 2012

William A. Shaw  
Prothonotary/Clerk of Courts

Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

FILED

JUL 27 2012  
William A. Shaw  
Prothonotary/Clerk of Courts

Daniel A. Holliday

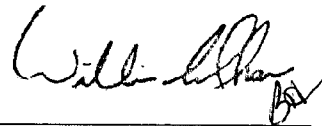
Vs.

2004-00062-CD

Michele L. Bloom

**Termination of Inactive Case**

This case is hereby terminated with prejudice this July  
27, 2012, as per Rule 230.2



William A. Shaw  
Prothonotary