

FILED ^{NO cc}
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FEB 26 2007 @

William A. Shaw
Prothonotary/Clerk of Courts

BURTON NEIL & ASSOCIATES, P.C.
Neil Sarker, Esquire ID. No. 203465
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

NEW PENN MOTOR EXPRESS
Plaintiff

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

v.

: NO. 06-2109-CD

W.W. ENGINE and SUPPLY, INC.

Defendant: CIVIL ACTION - LAW

Plaintiff's Answer to Defendant's Preliminary Objections

1. Admitted.
2. Denied. There are no facts set alleged in the averment to which a responsive pleading is required. The allegation is denied pursuant to Pa R.C.P. 1029(d).
3. Denied. The statement of account attached to the complaint summarized the freight bills sent to defendant. By way of further response, defendant is already in possession of freight bills sent by plaintiff, the contents of which should therefore be particularly within defendant's knowledge.
4. Denied. By virtue of defendant's participation in plaintiff's "discounted and/or special terms program" defendant is obligated to abide by the terms and provisions of Tariff NPME 100,

Burton Neil & Associates, P.C.
By: Neil Sarker, Esquire ID. NO. 203465
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

NEW PENN MOTOR EXPRESS : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA

v.


W.W. ENGINE and SUPPLY, INC. : NO. 2006-2109
Defendant : CIVIL ACTION - LAW

Certificate of Service

I, Neil Sarker, Esquire do hereby certify that I served a true and correct copy of the within Plaintiff's Answer to Defendant's Preliminary Objections on defendant's counsel, Dwight L. Koerber, Jr., Esquire at his/her address of record via first class mail, postage prepaid on the date set forth below.

Burton Neil & Associates, P.C.

Date: 2/23/07

By: 
Neil Sarker, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.
76695

NEW PENN MOTOR EXPRESS : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA

v.

: NO. 06-2109-CD

W.W. ENGINE and SUPPLY, INC.
Defendant : CIVIL ACTION - LAW

ORDER

AND NOW, this day of , 2007, it is hereby ORDERED that
defendant's preliminary objections are DENIED.

BY THE COURT:

J.

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

NEW PENN MOTOR EXPRESS,
Plaintiff

v.

W. W. ENGINE AND SUPPLY, INC.
Defendant

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Docket No. 06-2109-CD

Type of Pleading:
CERTIFICATE OF SERVICE

Filed on Behalf of:
DEFENDANT:
W.W. Engine & Supply, Inc.

Counsel of Record for
This Party:

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

LAW OFFICES OF
DWIGHT L. KOERBER, JR.

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

FILED *dec*
01/31/07
FEB 16 2007 *W. Koerber*
W
William A. Shaw
Prothonotary/Clerk of Courts

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

NEW PENN MOTOR EXPRESS,
Plaintiff

v.

W. W. ENGINE AND SUPPLY, INC.
Defendant

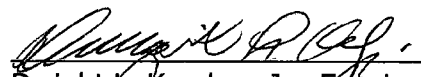
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Docket No. 06-2109-CD

CERTIFICATE OF SERVICE

I certify that on the 16th day of February, 2007, the undersigned served a certified copy of an Order dated February 14, 2007, in the above-captioned matter. Such document was served via United States first class mail upon the following:

Burton Neil, Esquire
LAW OFFICES OF BURTON NEIL & ASSOCIATES, P. C.
1060 Andrew Drive, Suite 170
West Chester, PA 19380


Dwight L. Koerber, Jr., Esquire
Attorney for Defendant
W. W. Engine and Supply, Inc.

Burton Neil & Associates, P.C.
By: Neil Sarker, Esquire ID. NO. 203465
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
Attorney for Plaintiff

NEW PENN MOTOR EXPRESS

Plaintiff

v.

W.W. ENGINE and SUPPLY, INC.

Defendant

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 2006-2109

: CIVIL ACTION - LAW

Entry of Appearance

To the Prothonotary:

Kindly enter my appearance on behalf of plaintiff, NEW PENN MOTOR EXPRESS , in connection with the above matter.

Burton Neil & Associates P.C.

By: 

Neil Sarker, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.

FILED NO CC
7/10:24/07
FEB 26 2007 (EK)

William A. Shaw
Prothonotary/Clerk of Courts

NEW PENN MOTOR EXPRESS
Plaintiff

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

v.

W.W. ENGINE and SUPPLY, INC.
Defendant

: NO. 2006-2109
: CIVIL ACTION - LAW

Affidavit of Service

COMMONWEALTH OF PENNSYLVANIA

:

SS

COUNTY OF CHESTER

:

Burton Neil, ESQUIRE, being duly sworn according to law, deposes and says:

1. That he is attorney for Plaintiff in the above captioned action in the Clearfield County Court of Common Pleas;
2. That on January 9, 2007 he served Plaintiff's complaint on Defendant by certified mail, return receipt requested;
3. That attached hereto marked Exhibit 1 and incorporated herein by reference is a true and correct copy of the return receipt card;
4. That this Affidavit is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

DATED: 01/23/07


Burton Neil, Esquire, Affiant

In making this communication, we advise that this office is a debt collector.

FILED

JAN 26 2007

m/1:25/2007

William A. Shaw

Prothonotary/Clerk of Courts

LAW OFFICES
BURTON NEIL & ASSOCIATES, P.C.
1060 ANDREW DRIVE, SUITE 170
WEST CHESTER, PENNSYLVANIA 19380
610-696-2120
Facsimile 610-696-4111
Email: Burton.neil@burt-law.com
January 22, 2007

Burton Neil
Edward J. O'Brien
Yale D. Weinstein
Derek C. Blasker
Brit J. Suttell
Neil Sarker

Refer to File #
76695

Clearfield County Prothonotary
1 North Second Street
Clearfield, PA 16830

RE: New Penn Motor Express v. W.W. Engine and Supply, Inc.
Docket No. 2006-2109

Filing Cover Sheet

Enclosed please find an original and one copy of Affidavit of Service in connection with the above matter.
Kindly file the original with the court and return the copy, time-stamped, to me in the envelope provided.

Thank you in advance for your cooperation.

Burton Neil & Associates, P.C.

Enclosure



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

NEW PENN MOTOR EXPRESS,
Plaintiff

-vs-

W. W. ENGINE & SUPPLY, INC.,
Defendant

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Docket No. 06-2109-CD

Type of pleading:
PRAECIPE TO ENTER
APPEARANCE

Filed on behalf of:
DEFENDANT, W. W. Engine
& Supply, Inc.

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 2CC
01/23/07 Atty Koerber
JAN 30 2007 (CR)

William A. Shaw
Prothonotary/Clerk of Courts

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

NEW PENN MOTOR EXPRESS,
Plaintiff

-vs-

W. W. ENGINE & SUPPLY, INC.,
Defendant

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Docket No. 06-2109-CD

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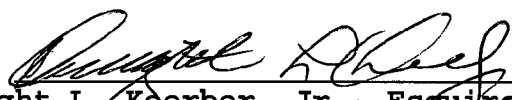
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PRAECIPE TO ENTER APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance on behalf of the defendant in the
above-captioned matter.


Respectfully submitted,

By: 
Dwight L. Koerber, Jr. Esquire
DATE: 1/30/07

CERTIFICATE OF SERVICE

I certify that on this 30th day of January, 2007, a copy of the foregoing Praecipe to Enter Appearance was served by facsimile transmission and U.S. First Class Mail upon counsel for plaintiff at the following name and address:

Burton Neil, Esquire
BURTON NEIL & ASSOCIATES, P.C.
1060 Andrew Drive, Suite 170
West Chester, PA 19380
Fax No.: 610-696-4111



Dwight L. Koerber, Jr., Esquire

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

New Penn Motor Express,
Plaintiff

vs.

W.W. Engine & Supply, Inc.,
Defendant

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Docket No. 06-2109-CD

Type of Pleading:
PRELIMINARY OBJECTIONS OF
DEFENDANT DIRECTED TO
COMPLAINT OF PLAINTIFF

Filed on behalf of Defendant:
W.W. ENGINE & SUPPLY, INC.

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

03:29:24
FEB 08 2007

3cc
Dwight L. Koerber

William A. Shaw
Prothonotary/Clerk of Courts

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

New Penn Motor Express,
Plaintiff

*

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vs.

Docket No. 06-2109-CD

*

W.W. Engine & Supply, Inc.,
Defendant

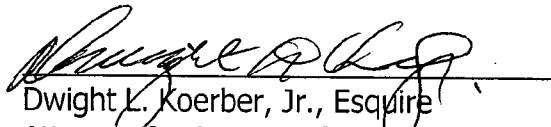
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CERTIFICATE OF SERVICE

I certify that on the 8th day of February 2007, the undersigned served a true and correct copy of the foregoing PRELIMINARY OBJECTIONS OF DEFENDANT DIRECTED TO COMPLAINT OF PLAINTIFF in the above-captioned matter by United States First Class Mail upon counsel for Plaintiff as follows:

Burton Neil, Esquire
BURTON NEIL & ASSOCIATES, P.C.
1060 Andrew Drive, Suite 170
West Chester, PA 19380

Respectfully submitted,



Dwight L. Koerber, Jr., Esquire
Attorney for Defendant:
W.W. Engine & Supply, Inc.

CA

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

New Penn Motor Express,
Plaintiff

vs.

W.W. Engine & Supply, Inc.,
Defendant

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Docket No. 06-2109-CD

ORDER

NOW, this 14th day of February 2007, upon the filing of the Preliminary
Objections Of Defendant W.W. Engine & Supply, Inc., it is the Order and Decree of this
Court that Oral Argument thereon shall be held on the 2nd day of April,
2007 at 11:00 (a.m.) p.m. in Courtroom Number 1 of the Clearfield County
Courthouse.

BY THE COURT:

Frederick J. Kummerman
, Judge

FILED

FEB 14 2007

3:40
William A. Shaw
Prothonotary/Clerk of Courts

3 SENT TO ATT

FILED

FEB 14 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2-14-06

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

Burton Neil & Associates, P.C.
By: Burton Neil, Esquire ID. NO. 11348
1060 Andrew Drive, Suite 170
West Chester, PA 19380
(610) 696-2120

Attorney for Plaintiff

NEW PENN MOTOR EXPRESS
PO Box 630, Lebanon, PA
Plaintiff

v.

W.W. ENGINE and SUPPLY, INC.
930 Old Route 53, Kylertown PA 16847
Defendant

FILED^{NO CC}
JAN 08 2006
(S)

William A. Shaw
Prothonotary/Clerk of Courts

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 2006-2109

: CIVIL ACTION - LAW

Complaint - Notice

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within (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 claim 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. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE AND INFORMATION SERVICE

David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telephone No. 814-765-2641 Ext. 5982

76695

Burton Neil & Associates, P.C.
Burton Neil, Esquire ID. NO. 11348
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
Attorney for: Plaintiff

NEW PENN MOTOR EXPRESS
PO Box 630, Lebanon, PA
Plaintiff

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

v.

W.W. ENGINE and SUPPLY, INC.
930 Old Route 53, Kylertown, PA
Defendant

: NO.
: CIVIL ACTION - LAW

Complaint

1. The plaintiff is New Penn Motor Express with place of business located at PO Box 630, Lebanon, Pennsylvania.
2. The defendant is W.W. Engine and Supply, Inc. with place of business located at 930 Old Route 53, Kylertown, Clearfield County, Pennsylvania.
3. At all times material and relevant hereto, plaintiff was engaged in interstate commerce as a common carrier pursuant to its tariffs published and filed in accordance with the Interstate Commerce Act.
4. Plaintiff provided transportation services for the defendant as more fully described in its freight bills to the defendant. The freight bills are summarized in the Statement of Account, a true and correct copy of which is attached hereto, made a part hereof and is marked Exhibit A.
5. On or about May 2004, defendant began participation in plaintiff's "discounted and/or special terms" program, a true and correct copy of the program is attached hereto, made a part hereof and is marked Exhibit B.
6. Pursuant to the Exhibit B discount program, defendant agreed to oblige by the terms and provisions of Tariff NPME 100, a true and correct copy of which is attached hereto, made a part hereof and is marked Exhibit C.
7. Defendant forfeited its participation in the discount program by failing to pay invoices within the required 30 day period. As a result and in accordance with plaintiff's tariffs, there is due plaintiff the sum of \$10,438.77 from the defendant for the transportation services plaintiff

provided.

8. Defendant made payments on the account totaling \$4,090.12, thereby reducing the balance to \$6,348.65.

9. Although demand was made by plaintiff upon defendant to pay plaintiff the just and owing sum of \$6,348.65, the defendant failed and refused to pay all or any part thereof.

10. Pursuant to the provisions of the Exhibit C tariff, plaintiff is entitled to attorney's fees in the sum of \$1,269.73.

11. Plaintiff is entitled to interest at 6% per annum from 30 days after freight bill date.

Wherefore, plaintiff demands judgment against defendant in the sum of \$6,348.65 together with attorney's fees in the sum of \$1,269.73, interest at 6% per annum from 30 days after invoice date and the costs of this action.

Burton Neil & Associates, P.C.

By: 

Burton Neil, Esquire
Attorney for Plaintiff

NEW PENN MOTOR EXPRESS INC

STATE OF ACCOUNT FOR W W ENGINE & SUPPLY ACCOUNT #'S 59302, 871, 878 & 63594

4/13/2006

DATE	INVOICE #	AMOUNT
11/28/2005	21422576	882.56
12/2/2005	21422996	569.22
12/9/2005	3388130	190.19
12/15/2005	21424139	1373.27
12/22/2005	16807446	353.00
12/27/2005	21424857	489.69
12/27/2005	21424864	1582.38
12/29/2005	21425125	191.54
1/18/2006	16809432	486.04
1/19/2006	21426650	280.55
1/19/2006	21426651	770.33
1/25/2006	3418331	185.35
2/6/2006	21428059	211.42
2/6/2006	21428037	984.68
2/16/2006	21429015	187.28
2/16/2006	21429016	179.42
2/22/2006	21429433	1321.63
3/23/2006	21432055	200.22
	\$10,438.77	TOTAL

CORPORATE OFFICE

P.O. Box 630
Lebanon, Pennsylvania 17042-0630
717-274-2521 • FAX 717-274-5593
www.newpenn.com

W W ENGINE & SUPPLY
930 OLD ROUTE 53
KYLERTOWN, PA 16847



Apr 8, 2004

LETTER NO: 1236/121

ACCT NO: 59302

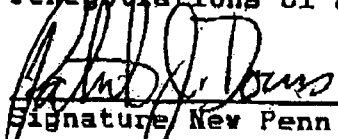
This letter will confirm that New Penn Motor Express has approved the following discount(s) and/or special terms that are shown in tariff NPME 609 subject to the provisions of tariff NPME 100. Participation will commence no later than 5 days after receipt of signature by both parties. Carrier's liability shall be limited to a maximum of \$25.00 per pound per injured article, subject to released values as provided in NMFC 100 Series and NPME 100 Series.

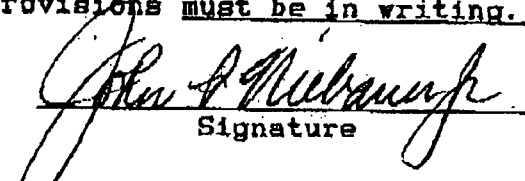
<u>ITEMS</u>	<u>DESCRIPTION</u>
570/405	70% discount on LTL inbound collect single line shipments.
570/401	70% discount to apply on minimum charges.
570/408	70% discount on LTL outbound prepaid & collect shipments.
570/401	70% discount to apply on minimum charges.
570/421	70% discount on LTL third party single line shipments and joint line shipments when NPME is the origin carrier.
570/401	70% discount to apply on minimum charges.

Applicable rates are published in NPME 572 S-7 & NPME 573 tariffs.

Note: Except as otherwise provided above, minimum charges for US domestic, US/Canada, Wash., DC. and NYC zip prefixes 100-104, 111-114 shall be subject to items 610-1 & 610-2 of the applicable NPME 572 & 573 tariffs.

The above provisions will be fixed and unchanged during participation in this tariff; however, either party may open renegotiations at any time. All renegotiations of above noted provisions must be in writing.


Signature New Penn Salesperson


Signature

11 May 04
Date

The provisions of this letter will expire in 45 days unless signed and returned to New Penn Motor Express.

Also Applies For:
EARTHMOVERS UNLIMITED

593025

Section 1 Rules

ITEM 686

PALLETS NOT FURNISHED

Rates in tariffs governed hereby will not include the furnishing of pallets by carrier.

ITEM 720

PAYMENT OF CHARGES - Maximum Credit Period

- (1) No shipment will be accepted when the line-haul transportation charge based on a through local or joint-line rate is partially prepaid or partially collect.
- (2) Allowances or discounts shall apply only when tariff charges are paid within the maximum credit period of 30 calendar days.
- (3) When a check is issued for payment of a carrier's freight bill and is returned unpaid due to insufficient funds, stop payments or closed account, an additional charge of \$30.00 will apply.

ITEM 720-10

PAYMENT OF CHARGES - Delinquent
(Principles and practices for the investigation and disposition of
failure to make payment of freight charges)

Failure to make payment of freight charges for services performed which subsequently results in legal action taken against the debtor, will be subject to the following:

- (1) Forfeiture of all discounts, allowances, commodity rates, brokerage agreements, incentives or any other rate reductions enjoyed by such debtor, if any, on all unpaid freight bills.
- (2) In addition to the above, debtor will be responsible for attorney fees and/or court costs associated with or as a result of suit.

ITEM 725

PAYMENT OF CHARGES
REGULATIONS GOVERNING THE PAYMENT OF CHARGES ON
INTERNATIONAL FREIGHT SHIPMENTS

All rates and charges provided herein are stated in money of the United States, 49 USC 10762 (a)(2), 49 CFR 1312.14(a). When charges are paid in equivalent Canadian currency, the rate of exchange that determines the amount of the equivalent payment shall be as follows:

1. The rate of exchange quoted for New York funds by the Bank of Montreal at noon in Montréal, on the last of each month will govern from the first to the fourteenth (inclusive) of the following month; similarly, such quotation at noon on the fourteenth will govern from the fifteenth to the last day (inclusive) of such month. Should the governing date fall on a Saturday, Sunday, or Canadian or United States legal holiday, the quotation at noon of the preceding day will govern.
2. Where the fluctuation in the rate of exchange during the periods outlined above is two or more percent, that new rate of exchange will apply.
3. The governing date for the application of the rate of exchange will be:

ALL TRAFFICDATE TO BE USED

On shipments from Canada to the United States..... Date of Bill of Lading
On shipments from the United States to Canada..... Date of Notice of Arrival

Verification

DEBRA A. PERLAKI is CREDIT MANAGER
(Name of authorized representative) (Title or Position)

for New Penn Motor Express the within Plaintiff in this action, and that the statements of fact made in the foregoing Complaint are true and correct to the best of the undersigned verifier's knowledge and belief. The undersigned understands that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 12-14-2006

✓ Debra A. Perlaki

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-03**

MDJ Name: Hon.
MICHAEL A. RUDELLA
Address: **131 ROLLING STONE ROAD**
PO BOX 210
KYLERTOWN, PA
Telephone: (814) **345-6789** **16847-0444**

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF: NAME and ADDRESS
NEW PENN MOTOR EXPRESS
1060 ANDREW DRIVE APT/STE 170
WEST CHESTER, PA 19380

VS.
DEFENDANT: NAME and ADDRESS
W.W. ENGINE & SUPPLY, INC.
930 OLD ROUTE 53
KYLERTOWN, PA 16847

Docket No.: **CV-0000485-06**
Date Filed: **10/06/06**



MICHAEL A. RUDELLA
131 ROLLING STONE ROAD
PO BOX 210
KYLERTOWN, PA 16847-0444

THIS IS TO NOTIFY YOU THAT:

Judgment: **DEFAULT JUDGMENT DEF.** (Date of Judgment) **11/20/06**

☒ Judgment was entered for: (Name) **W.W. ENGINE & SUPPLY, INC.**

☒ Judgment was entered against: (Name) **NEW PENN MOTOR EXPRESS**
in the amount of \$ **.00**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time _____

☐ 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	\$.00
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$.00
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

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 MAGISTERIAL DISTRICT JUDGES, 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 MAGISTERIAL DISTRICT JUDGE.

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 MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

FILED

DEC 27 2006

William A. Shaw
Prothonotary/Clerk of Courts

11-20-06 Date *MA Rudella*, Magisterial District Judge

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

12/11/06 Date *MA Rudella*, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Judicial District, County Of Clearfield

CLEARFIELD

NOTICE OF APPEAL

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 2006-2109-CQ

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 Magisterial District Judge on the date and in the case referenced below.

NAME OF APPELLANT New Penn Motor Express		MAG. DIST. NO. 46-3-03	NAME OF MDJ Michael Rudella	
ADDRESS OF APPELLANT PO Box 630		CITY Lebanon	STATE PA	ZIP CODE
DATE OF JUDGMENT 11/20/06	IN THE CASE OF (Plaintiff) New Penn Motor Express		(Defendant) W.W. Engine & Supply Inc.	
DOCKET No. CV-485-06		SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <i>Frederick M. Neiswander</i>		
This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. No. 1008B. This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6)) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.		
_____ Signature of Prothonotary or Deputy		<div style="text-align: right;"> FILED DEC 20 2006 <i>013:00/W</i> William A. Shaw Prothonotary/Clerk of Courts NOTICE OF APPEAL MAILED TO MDJ, RUDILLA + W.W. ENGINE 1 CASE TO ARRY NEISWANDER </div>		

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.D.J. No. 1001(7)) in action before Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.)

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal
 (Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or attorney or agent

RULE: To _____, appellee(s)

 Name of appellee(s)

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

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

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

Date: _____, 20____

Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-03**
MDJ Name: Hon. **MICHAEL A. RUDELLA**
Address: **131 ROLLING STONE ROAD**
PO BOX 210
KYLERTOWN, PA
Telephone: **(814) 345-6789** **16847-0444**

76695
**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS
NEW PENN MOTOR EXPRESS
1060 ANDREW DRIVE APT/STE 170
WEST CHESTER, PA 19380

VS.
DEFENDANT: NAME and ADDRESS
W.W. ENGINE & SUPPLY, INC.
930 OLD ROUTE 53
KYLERTOWN, PA 16847

% BURTON NEIL & ASSOCIATES, P.C.
1060 ANDREW DRIVE APT/STE 170
WEST CHESTER, PA 19380

Docket No.: **CV-0000485-06**
Date Filed: **10/06/06**



THIS IS TO NOTIFY YOU THAT:

Judgment: **DEFAULT JUDGMENT DEF.** (Date of Judgment) **11/20/06**

☒ Judgment was entered for: (Name) **W.W. ENGINE & SUPPLY, INC.**

☒ Judgment was entered against: (Name) **NEW PENN MOTOR EXPRESS**
in the amount of \$ **.00**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time _____

☐ 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	\$.00
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$.00
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

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 MAGISTERIAL DISTRICT JUDGES, 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 MAGISTERIAL DISTRICT JUDGE.

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 MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

11-20-06 Date *MA Rudella*, Magisterial District Judge

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

_____, Date _____, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-06

DATE PRINTED: 11/20/06 3:32:00 PM

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

NEW PENN MOTOR EXPRESS,
PLAINTIFF

v.

W.W. ENGINE & SUPPLY, INC.,
DEFENDANT

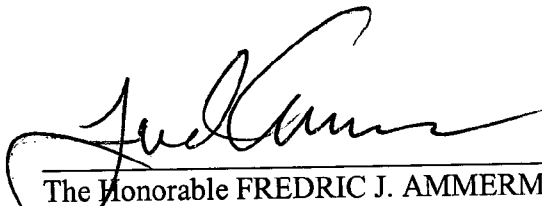
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No. 06-2109-CD

ORDER OF COURT

AND NOW, this 2nd day of April, 2007, following argument on preliminary objections filed on behalf of the Defendant, IT IS THE ORDER OF THIS COURT that the preliminary objections are hereby granted to the extent that the Plaintiff shall have no more than forty (40) days from this date in which to file with the record true and correct copies of the freight bills as apply to the Cause of Action. Upon the filing of the said freight bills, the Court will consider them to be part of the complaint filed by the Plaintiff. As such, the Defendant shall thereafter have no more than twenty (20) days in which to file preliminary objections or such other responsive pleading as the Defendant deems to be appropriate.

BY THE COURT:


The Honorable FREDRIC J. AMMERMAN,
Presiding

FILED

01/10/2007
APR 03 2007

William A. Shaw
Prothonotary/Clerk of Courts

cc: *cc: Mys:*
F. Neiswender
B. Neil
N. Sarker
D. Koerber
(GR)

FILED

APR 03 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/3/07

 You are responsible for serving all appropriate parties.

 X The Prothonotary's office has provided service to the following parties:

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

Burton Neil & Associates, P.C.
By: Neil Sarker, Esquire ID. NO. 203465
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

NEW PENN MOTOR EXPRESS
Plaintiff

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

v.

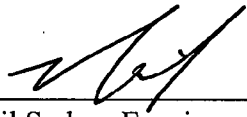
W.W. ENGINE & SUPPLY, INC.
Defendant

: NO. 2006-2109
: CIVIL ACTION - LAW

Plaintiff's Freight Bills Pursuant to Court Order Dated April 2, 2007

Respectfully Submitted,

By: _____


Neil Sarker, Esquire
Attorney for Plaintiff

FILED *no cc*
m/11:00AM
APR 16 2007 *(GK)*

William A. Shaw
Prothonotary/Clerk of Courts



REMIT TO



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WWW.NEWPENN.COM

525 S. Fifth Ave. (717) 274-2521
P.O. Box 630
LEBANON, PA 17042-0630

ORIGINAL FREIGHT INVOICE

NPME

CD#: 5

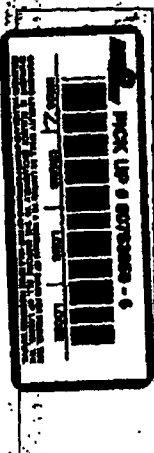
Date	11/28/2005	Bill	KPO	D/T	16	T/S	1	P/U Driver		P/U Trailer		Shipper Code	59302	Consignee Code	44018	Pro#/Freight Bill	21422576			
PENN DDA CORE MGR 21260 RTE 19 CRANBERRY TWP PA 16056								W W ENGINE & SUPPLY 930 OLD ROUTE 53 KYLERTOWN PA 16847												
PO No.								DT No. DETROIT CORES								PU No. 40743050				
Transfer From		AT		Adv C/L Pro. No.				Transfer To		At		Due Adv C/L		Due NPME		Due Div C/L				
PCS.	2	C85	SKD USED ENGINE PARTS RATED AS 724/776/3237										Accessorial Charges		Weight/Lbs		Rate		Charges	
													FUEL SUR CH		1795		4239		847.80	
													34.76		2000					
Discount																				
TOTALS																				

B
I
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T
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2

* Mark with "X" to designate hazardous materials as defined in the Department of Transportation Regulations



Signature: *[Signature]*
Date: 11/28/05
Time: 2:58

RECEIVED BY: *[Signature]*
DATE: 11/28/05
TIME: 2:58

AMOUNT: *1795*

C.O.D. PAYMENT: ☒ CASH ON DELIVERY

C.O.D. CHECK: ☐ CASH ON DELIVERY

C.O.D. CHECK NO.: *1795*

NAME: PENN DDA
STREET: 21260 ROUTE 19
CITY: CRANBERRY TWP
STATE: PA
ZIP: 16056

NAME: W.W. ENGINE
STREET: I-80 EXIT 133
CITY: KYLERTOWN
STATE: PA
ZIP: 16847

DATE: 11/28/05
TIME: 2:58



CARRIER: NEW PENN MOTOR EXPRESS, INC.
 CORPORATE OFFICE: PHONE (717) 274-2821 FAX (717) 274-2820
 P.O. BOX 630, LEBANON, PA 17060-0630

STRAIGHT BILL OF LADING - NOT NEGOTIABLE
 EQUAL OPPORTUNITY EMPLOYER

DATE: 1-DEC-05

NAME: W.W. ENGINE	NAME: W.W. ENGINE
STREET: 1055 N. CENTER AVE	STREET: I-80 @ EXIT 133
CITY: SOMERSET PA 15501	CITY: KYLERTOWN PA 16847
STATE: PA	STATE: PA
ZIP: 15501	ZIP: 16847
CONTACT: 814-445-9617	CONTACT: Cummins Co's
COMMENTS: CUMMINS CO'S	COMMENTS: bill to Account

STREET: 1	STREET: 1
CITY: 1	CITY: 1
STATE: 1	STATE: 1
ZIP: 1	ZIP: 1

QUANTITY: 2	QUANTITY: 2
UNIT: PALLET	UNIT: PALLET
DESCRIPTION: USED ENGINE PARTS	DESCRIPTION: USED ENGINE PARTS
WEIGHT: 1349	WEIGHT: 1349
CLAS: 70	CLAS: 70

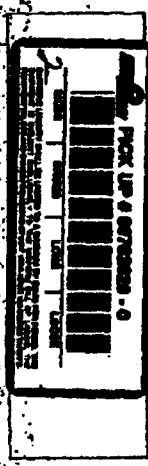
AMOUNT: 1349	AMOUNT: 1349
C.O.D. FREE: <input type="checkbox"/>	C.O.D. PAYMENT: <input type="checkbox"/>
PREPAID: <input type="checkbox"/>	COMPANY CHECK: <input type="checkbox"/>
COLLECT: <input type="checkbox"/>	CASH ON: <input type="checkbox"/>
	CREDITED CHECK: <input type="checkbox"/>
	CASH: <input type="checkbox"/>

NOTE: (1) - This bill is subject to the terms and conditions of the contract between the carrier and the shipper. The shipper agrees to pay the amount of the bill to the carrier within the time specified in the contract. (2) - The carrier is not responsible for the loss or damage to the goods in transit. (3) - The carrier is not responsible for the delay in delivery of the goods.

RECEIVED: 12/01/2005
 BY: [Signature]
 FOR: [Signature]

SHIPPER: W.W. ENGINE	SHIPPER: W.W. ENGINE
SHIPPER: 1055 N. CENTER AVE	SHIPPER: 1055 N. CENTER AVE
SHIPPER: SOMERSET PA 15501	SHIPPER: SOMERSET PA 15501
SHIPPER: 814-445-9617	SHIPPER: 814-445-9617

2



625 S. FIFTH AVE. (717) 274-2821 DELIVERY RECEIPT
 P.O. BOX 630
 LEBANON, PA 17042-0630
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NPME



DATE: 12/01/2005	BILLEN: RPA	DTY: 21	T/S: 1	PU DRIVER: 212105	SHIPPER CODE: 59302	CONSIGNEE CODE: 99999	FREIGHT BILL NO.: CD#15 21422996
WW ENGINE 1055 N CENTER AVE SOMERSET PA 15501				W W ENGINE & SUPPLY 930 OLD ROUTE 53 KYLERTOWN PA 16847			
P.O. NO. 60762628				PA NO. 60762628			
TRANSFER FROM: AT		ADV. OF PRO. NO.		TRANSFER TO: AT		DUE ADV. CL	
DUE N/PME		DUE DELV. CL		DUE ADV. CL		DUE N/PME	
PCS: 2	C70	SKD USED ENGINE PARTS RATED AS 814-445-9617 DN 21 *** OUTBOUND		ACCESSORIAL CHGB. WEIGHT/CLS. RATE		CHARGES	
				FUEL SUR CH 1960 2000			
				DISCOUNT			
TOTALS				C.O.D.		TOTAL 1960	
TERMS: COLLECT				SIGNATURE: [Signature]		PRINT NAME: [Name]	
RECEIVED IN GOOD CONDITION				DRIVER: [Name]		DEL. DATE: 12/2/05	
				TRK. NO.			



825 S. Fifth Ave. (717) 274-2521
P.O.Box 630
LEBANON, PA 17042-0630

NPME

CD#: 0

Date		Bill	D/T	T/S	PAU Driver	PAU Trailer	Shipper Code	Consignee Code	Pro#/Freight Bill		
12/15/2005		KPD	16	1			59302	44018	21424139		
PENN DETROIT DIESEL						W W ENGINE & SUPPLY 930 OLD ROUTE 53 KYLERTOWN PA 16847					
21260 RT 19 CRANBERRY TWP PA 16066											
P.O. No.						Bt No. COVES FOR DETROIT			Fru No. 60742487		
Transfer From		AT	Adv C/L Fro. No.		Transfer To		At	Due Adv C/L		Due NPME	Due Div C/L
PCS.	Description						Accessorial Charges	Weight/Lbs	Rate	Charges	
4	C85 SKD USED ENGINE PARTS 724/776/3237						FUEL SUR CH 54.09	3112	4239	1319.18	
							Discount				
GROSS		Taxes		PREPAYD		COD		3112	1319.18		

Bill

10

[illegible]



625 S. FIFTH AVE. (717) 274-2521 DELIVERY RECEIPT
P.O. BOX 630
LEBANON, PA 17042-0630
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NPME



E 2+4+6

DATE	BILLER	DY	T/S	P/U DRIVER	P/U TRAILER	SHIPPER CODE	CONSIGNEE CODE	PRIGHTY BILL NO.
12/15/2005	KPD	16	1	212084		59302	44018	CD#:0 21424139
PENN DETROIT DIESEL						W W ENGINE & SUPPLY		
21260 RT 19						930 OLD ROUTE 53		
CRANBERRY TWP PA 16066						KYLERTOWN PA 16847		
P.O. NO.						PU NO. 20762487		
TRANSFER FROM						TRANSFER TO		
ADV C/L PRO. NO.						ADV C/L		
DESCRIPTION						ACCESSORIAL CHGS. WEIGHT/LBS. RATE CHARGES		
4 C85 SKD USED ENGINE PARTS 724/776/3237						FUEL SUR CH 3112		
						DISCOUNT		
TOTALS						TOTAL 3112		
TERMS: PREPAID						C.D. 3112		
RECEIVED IN GOOD CONDITION						PRINT NAME		
DEALER						DEL DATE		
12/16/05						6223		

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P.O. Box 630
LEBANON, PA 17042-0630

NPME
CD#:6

Date	Biller	DY	T/S	P/U Driver	P/U Trailer	Shipper Code	Consignee Code	Pro#/Freight Bill
12/21/2005	TMC	21	1			44018	59302	16807446
W W ENGINE AND SUPPLY						PENN DETROIT ALLISON		
I 80 AND EXIT 21						11 PROGRESS AVE		
KYLERTOWN PA 16847						CRANBERRY TW PA 16066		
P.O. NO.						PU NO. 20762487		
TRANSFER FROM						TRANSFER TO		
ADV C/L PRO. NO.						ADV C/L		
DESCRIPTION						ACCESSORIAL CHARGES WEIGHT/LBS. RATE CHARGES		
1 C85 SKID W/ STL TRANS						FUEL SUR CH 448		
1 C85 LOOSE MISC PARTS						13.90 16		
RATED AS WEIGHT OF						500 6782 339.10		
*** INBOUND						Discount		
*** SINGLE SHIPMENT PICK-UP***								

032 P 618226C P 613860C
Shipper's No. P 618850

New Penn

Date **12 21 05**

FROM PENTACIT DIESEL ALLISON

[illegible]**W W Engine & Supply**

I 80 2 x1t 21

Kylertown Penna (16847)

Order # 14236

Background:

Route

Delivery Address[†] _____
(To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier

Car or Vehicle Initiate

No

No. Packages	★ H&M	Description of Articles, Special Marks, and Exceptions	Weight (Pds. to Car)	Class or Rate	Check Columns
1		Steel Skidded Trans.	448	25	
1		Loose Carts of Misc. Parts	16	35	
			664		

Signature of Consignor

Charges are to be prepaid, unless stamp here "To Be Prepaid"

Collect

PICK UP # 60960831 - 1

7 SEAS **1** DRMS **1** LOW **1** LOOSE

SHIPMENT MUST BE LOADED TO A VEHICLE OF THE FOLLOWING TYPE: ☒ TRUCK ☐ RAIL CAR ☐ AIR CARRIER ☐ TUG BOAT ☐ BARGE ☐ OTHER (Specify) _____

✓ C.O.D. SHIPMENT

²⁴ If the shipment consists of two parts by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.

*** C.O.D. SHIPMENT**

COO: Amt

Collection Fee.**Total Charges**

SPECIAL INSTRUCTIONS:

SPECIAL INSTRUCTIONS

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, pursuant to the applicable regulations of the Department of Transportation.

2117 T. J. [Signature]

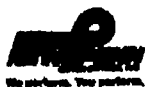
PENN DETROIT DIESEL ALLISON
21200 - Rt. 10, Canberry Twp., PA 16006

References

Pr

Permanent post-office address of shipper

* MARK WITH "X" TO DESIGNATE HAZARDOUS MATERIAL AS DEFINED IN TITLE 49 OF FEDERAL REGULATIONS.



825 S. FIFTH AVE. (717) 274-2621

P.O. BOX 630

LEBANON, PA 17042-0530

www.pewtrusts.com

DELIVERY RECEIPT

NPME



DATE	BILLER	QTY	T/W	PAU DRIVER	PAU TRAILER	SHIPPER CODE	CONSIGNEE CODE	FREIGHT BILL NO.
12/21/2005	TMC	21	1	167128		44018	59302	CD#16 16807446
WW ENGINE AND SUPPLY						PENN DETROIT ALLISON		
I 80 AND EXIT 21						11 PROGRESS AVE		
KYLERTOWN						CRANBERRY TW PA 16066		
PA 16847						R		
P.O. NO.						PAU NO. 60950681		
TRANSFER FROM						TRANSFER TO		
AT						DUE ADV. CA		
ADV CL. PRO. NO.						DUE NAME		
DESCRIPTION						DUE DLY. CA		
PCB	1 C85 SKID W/ STL TRANS					ACCESSORIAL CHGS.	WEIGHT/LBS.	RATE
	1 C85 LOOSE MISC PARTS					FUEL SUR CH	448	
	RATED AS WEIGHT OF						16	
	*** INBOUND ***						500	
	*** SINGLE SHIPMENT PICK-UP ***							
TOTALS						DISCOUNT		
TERMS COLLECT						TOTAL		
C.O.D. 664						PRINT NAME		
RECEIVED - INSURED - CONDITION						SIGNATURE		
DRIVER						DEL. DATE		
CLERK						TRL. NO.		

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ORIGINAL FREIGHT INVOICE



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825 S. Fifth Ave. (717) 274-2521
P.O. Box 630
LEBANON, PA 17042-0630

NPME
CD#: 7

date	2/27/2005	Bill	KPO	D/T	03	T/S	1	P/U Driver		P/U Trailer		Shipper Code	59302	Consignee Code	15483	Pro#/Freight Bill	21424857	
REMAC CENTER										W W ENGINE & SUPPLY 930 OLD ROUTE 53 KYLERTOWN PA 16847								
2800 COMMERCE DR TNPK IND PARK MIDDLETOWN PA 17057										P/U No. 60601465								
Transfer From		AT		Adv C/L Pro. No.		Transfer To		At		Due Adv C/L		Due NPME		Due Div C/L				
PCS.	Description										Accessorial Charges		Weight/Lbs		Rate		Charges	
2	C85 SKD USED ENGINE PARTS RATED AS 800/573/6225										FUEL SUR CH 19.29		880 1000		4704		470.40	
										Discount								
TOTAL										TOTAL		TOTAL		TOTAL		TOTAL		

3
1
0

STRAIGHT BILL OF LADING - NOT NEGOTIABLE
NPME EQUAL OPPORTUNITY EMPLOYER

DATE 27DEC01

DATE 27DEC01

NAME REMACK CENTER

STREET 2800 Commerce Drive Tnpk Ind Park

CITY MIDDLETOWN PA

STATE PA

ZIP 17057

PHONE 717-274-2521

FAX 717-274-2521

CONSIGNEE NAME W.W. ENGINE & SUPPLY

STREET I-80 @ Exit 133

CITY KYLERTOWN PA

STATE PA

ZIP 16847

PHONE 717-274-2521

FAX 717-274-2521

ITEMS	QUANTITY	UNIT	DESCRIPTION	AMOUNT
2		HM	SKD USED ENGINE PARTS	470.40
				470.40

AMOUNT

C.O.D. FEE

PREPAID

COLLECT

C.O.D. PAYMENT

PAID TO ORDER TO

DATE

NAME

STREET

CITY

STATE

ZIP

RECEIVED

DATE

NAME

STREET

CITY

STATE

ZIP

2

Mark with "X" to designate hazardous materials as defined in the Department of Transportation Regulations

DATE 27DEC01

NAME 27DEC01





625 S. FIFTH AVE. (717) 274-2521 DELIVERY RECEIPT
P.O. BOX 630
LEBANON, PA 17042-0630
www.newpenn.com

NPME



DATE	BILLER	DT	YR	PU DRIVER	PU TRAILER	SHIPPER CODE	CONSIGNEE CODE	FREIGHT BILL NO.
12/27/2005	KPO	03	1	212105	5525	59302	15483	CD#:7 21424857
REMACK CENTER						W W ENGINE & SUPPLY		
2800 COMMERCE DR TNPK IND PARK						930 OLD ROUTE 53		
MIDDLETOWN PA 17057						KYLERTOWN PA 16847		

P.O. NO.	TRANSFER FROM	AT	ADV C/L PRO. NO.	TRANSFER TO	AT	DUE ADV. C/L	DUE NPME	DUE DLV. C/L

PCS	DESCRIPTION	ACCESSORIAL CHGS	WEIGHT/LBS	RATE	CHARGES
2 C85	SKD USED ENGINE PARTS RATED AS 800/573/6225	FUEL SUR CH	880 1000		
		DISCOUNT			
2	TOTALS	TERMS: PREPAID	C.O.D. 1	880	TOTAL

RECEIVED
IN GOOD
CONDITION

SIGNATURE
B. B. Katernd
DRIVER
M. Helton
DATE
1-5

PRINT NAME
DEL. DATE
1-5
TAL. NO.
5525

REMIT TO

ORIGINAL FREIGHT INVOICE



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625 S. Fifth Ave. (717) 274-2521
P.O. Box 630
LEBANON, PA 17042-0630

NPME
CD#:8

Date	Biller	DT	YR	PU Driver	PU Trailer	Shipper Code	Consignee Code	Pro#/Freight Bill
12/29/2005	KPO	16	3			59302	92570	21425125
RISH EQUIPMENT WAYNE SAVILLE 100 HELIPORT LOOP BRIDGEPORT WV 26330						W W ENGINE & SUPPLY 930 OLD ROUTE 53 KYLERTOWN PA 16847		
P.O. NO.						P.O. NO.		
Transfer From		AT	Adv C/L Pro. No.		Transfer To	AT	Due Adv C/L	Due NPME
					1051871638			
					TRI STATE EX	15225		44.04
								36.50
PCS	Description	Accessorial Charges	Weight/Lbs	Rate	Charges			
1 C85	SKD USED ENGINE 304/842/3511	FUEL SUR CH 7.54	85	MIN	184.00			
		DISCOUNT						

REMIT TO

ORIGINAL FREIGHT INVOICE


 Shift to higher performance.
 WWW.NEWPENNCOM

 625 S. Fifth Ave. (717) 274-2521
 P.O.Box 630
 LEBANON, PA 17042-0630

 NPME
 CD#:4

Date	Bill	D/T	T/S	P/U Driver	P/U Trailer	Shipper Code	Consignee Code	Pro#/Freight Bill
01/17/2006	TMC	21	1			44018	59302	16809432
W W ENGINE AND SUPPLY					PENN DETROIT DIESEL ALL			
I 80 AND EXIT 21					21260 ROUTE 19			
KYLERTOWN PA 16847					CRANBERRY TOWNS PA 16066			
P.O. No. 4248480					P.O. No. 40352200			
Transfer From	AT	Adv C/L Pro. No.		Transfer To		At	Due Adv C/L	Due NPME
								Due Div C/L
PCS.	Description					Accessorial Charges	Weight/Lbs	Rate
1	C85	SKID W/ STEEL SKIDDED TRANS					FUEL SUR CH	444
		RATED AS WEIGHT OF					13.90	500
		***** REMIT COD CHECK TO: *****					COD FEE-COL	6782
		PENN DETROIT DIESEL ALLISON					133.04	339.10
		21260 RT 19 CRANBERRY TWP 16066						
		* * * COMPANY CHECK ACCEPTABLE. * * *						
		342823						
		* * * THIS IS A C. O. D. SHIPMENT * * *						
ADDITIONAL LINES TO FOLLOW								
DISCOUNT								

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REMIT TO

ORIGINAL FREIGHT INVOICE


 Shift to higher performance.
 WWW.NEWPENNCOM

 625 S. Fifth Ave. (717) 274-2521
 P.O.Box 630
 LEBANON, PA 17042-0630

 NPME
 CD#:4

Date	Bill	D/T	T/S	P/U Driver	P/U Trailer	Shipper Code	Consignee Code	Pro#/Freight Bill
01/17/2006	TMC	21	1			44018	59302	16809432
W W ENGINE AND SUPPLY					PENN DETROIT DIESEL ALL			
I 80 AND EXIT 21					21260 ROUTE 19			
KYLERTOWN PA 16847					CRANBERRY TOWNS PA 16066			
P.O. No. 4248480					P.O. No. 40352200			
Transfer From	AT	Adv C/L Pro. No.		Transfer To		At	Due Adv C/L	Due NPME
								Due Div C/L
PCS.	Description					Accessorial Charges	Weight/Lbs	Rate
	*** INBOUND ***							
	* * * SINGLE SHIPMENT PICK-UP * * *							
SEE PREVIOUS PAGES OF THIS BILL								
DISCOUNT								

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This Shipping Order must be highly filled in, in ink, in duplicate form, and retained by the Agent RECEIVED, subject to the classification and tariffs in effect on the date of the issue of this Shipping Order.

Shipper's No. 524848C

New Penn

(Name of Carrier) Carrier's No.

Cranberry Twp., PA 16066

Date 011706

From PENN DETROIT DIESEL ALLISON

At Cranberry Twp., PA 16066
 The property described herein is subject to the terms and conditions of the contract of carriage, including the terms and conditions of the contract of carriage, which are hereby accepted by the shipper and consignee. It is the duty of the shipper to provide accurate information and to pay the freight and charges. It is the duty of the consignee to receive the property and to pay the freight and charges. The shipper and consignee agree to hold each other harmless from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or from the transportation of the property herein described, whether or not such claims, damages, losses, and expenses are caused in whole or in part by the negligence of the shipper or consignee. The shipper and consignee agree to hold each other harmless from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or from the transportation of the property herein described, whether or not such claims, damages, losses, and expenses are caused in whole or in part by the negligence of the shipper or consignee. The shipper and consignee agree to hold each other harmless from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or from the transportation of the property herein described, whether or not such claims, damages, losses, and expenses are caused in whole or in part by the negligence of the shipper or consignee.

CONSIGNEE
 TO AND
 DESTINATION

W W Engin & Supply
 I 80 & Exit 21
 Mylertown Penna (16847)

Mail or street address
 of Consignee
 for purpose of
 notification only

CFC (ASC)
 CDD
 CMT
 CCA

Route

Delivery Address!
 (To be filled in only when shipper desires and governing tariffs provide for delivery thereat)

Delivering Carrier

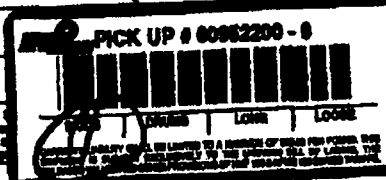
Car or Vehicle Initials

No.

No. Packages	Description of Articles, Special Marks, and Exceptions	Weight (Bul. to Cot.)	Class Rate	Check Column
1	Steel Skidded Trans.	444	85	
	C. O. D \$ 3,428.23			
	Company Check Accepted			
	Collect Freight & C. O. Amount			

Signature of Consignee
 If charges are to be prepaid, write or stamp here, "To Be Prepaid"
 Collect C. O. D.
 Received \$
 to apply in payment of the charges on the property described hereon.
 Agent or Carrier
 Per
 (The signature here acknowledges only the amount prepaid)
 Charges Advanced
 C.O.D. SHIPMENT
 C.O.D. Amt
 Collection Fee
 Total Charges

In the shipment moves between two ports by a carrier by water, the law requires the shipper to file a bill of lading. The bill of lading is a receipt for the goods and a contract of carriage. It is the duty of the shipper to provide accurate information and to pay the freight and charges. It is the duty of the consignee to receive the property and to pay the freight and charges. The shipper and consignee agree to hold each other harmless from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or from the transportation of the property herein described, whether or not such claims, damages, losses, and expenses are caused in whole or in part by the negligence of the shipper or consignee.



SPECIAL INSTRUCTIONS:

PENN DETROIT DIESEL ALLISON
 21200 - Rt. 19, Cranberry Twp., PA 16066

Shipper

Agent

Per

Per

MARK WITH "X" TO DESIGNATE HAZARDOUS MATERIAL AS DEFINED IN TITLE 46 OF FEDERAL REGULATIONS.



625 S. FIFTH AVE. (717) 274-2821
 P.O. BOX 630
 LEBANON, PA 17042-0630
 www.newpenn.com

DELIVERY RECEIPT

NPME



DATE 01/17/2006	BILLER TMC	DAY 21	TRAILER 162142	SHIPPER CODE 59302	CONSIGNEE CODE CD#14	FREIGHT BILL NO. 16809432
W W ENGINE AND SUPPLY				PENN DETROIT DIESEL ALLISON		
I 80 AND EXIT 21				21260 ROUTE 19		
KYLERTOWN				CRANBERRY TOWNSHIP PA 16066		
PA 16847				PU NO 60952200		
P.O. NO.	AT	ADV CL PRO. NO.	TRANSFER TO	AT	DUE ADV. CL	DUE NPME
<div style="display: flex; justify-content: space-between;"> <div> <p>***** * >>>>> DRIVER INSTRUCTIONS <<<<<< * ***** COLLECT CASH OR COMPANY CHECK MADE OUT TO SHIPPER FOR COD AMOUNT \$3428.23 * * * THIS IS A C. O. D. SHIPMENT * * * COD PAID CK NO 1817 SEE PREVIOUS PAGES OF THIS BILL</p> </div> <div> <p>COD</p> </div> </div>						
TOTALS				TERMS COLLECT		
C.O.D. \$3428.23				444 TOTAL		
RECEIVED IN GOOD CONDITION				SIGNATURE		
DRIVER				PRINT NAME		
DEL. DATE				TRL. NO.		



625 S. Fifth Ave. (717) 274-2521
P.O.Box 630
LEBANON, PA 17042-0630

NPME

CD#: 2

Date		Bill	D/T	T/S	P/U Driver	P/U Trailer	Shipper Code	Consignee Code	Pro#/Freight Bill	
01/19/2006		KPD	16	1			59302	44018	21426651	
PENN DETROIT DIESEL CORE MANAGER 21260 RTE 19 CRANBERRY TWP PA 16066						<div style="display: flex; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); border: 1px solid black; padding: 2px;">SHIPPER</div> <div> W W ENGINE & SUPPLY 930 OLD ROUTE 53 KYLERTOWN PA 16847 </div> </div>				
PO No.						SI No. DETROIT CORES			PU No. 61045954	
Transfer From		AT	Adv C/L Pro. No.		Transfer To		AI	Due Adv C/L		Due NPME
PCS.	Description						Accessorial Charges	Weight/Lbs	Rate	Charges
3	C05 SKD USED ENGINE PARTS 724/776/3237						FUEL SUR CH 30.34	1438	5146	739.99
							Discount			
TOTAL		AMOUNT DUE		TOTAL		TOTAL		TOTAL		TOTAL

FILE TO

2 ★ Mark and T


FOX UP 6 0100004-2

[illegible]

— *Source: Publicly available information.*

[illegible]

NAME	Core Maurice	MODEL	
TYPE	Penn Detroit Diesel	ENGINE	W.W. ENGINE
STREET	21200 Route 19	STREET	I-80 @ EXIT 133
CITY/STATE/ZIP	DETROIT, MI 48214	CITY/STATE/ZIP	KYLE RD MI 48147
COMPANY PHONE NO.	744-776-3237	COMPANY PHONE NO.	
COMPANY REFERENCE NO.		COMPANY REFERENCE NO.	
DATE		DATE	
STREET		STREET	
CITY/STATE/ZIP		CITY/STATE/ZIP	

 <p>EQUI-SEARCH EQUIPMENT SEARCH</p>	<p>CARRIER: NEW PSEN MOTOR EXPRESS, INC.</p> <p>CORPORATE OFFICE: PHONE (717) 214-2671</p> <p>FAX (717) 214-6635</p> <p>P.O. BOX 680, LEBANON, PA 17048-0680</p>	<p>STRAIGHT BILL OF LADING - NOT NEGOTIABLE</p> <p>NAME EQUI OPPORTUNITY EMPLOYER</p>	<p>RT. SHIPPER CODE</p> <p>DATE</p> <p>AO 384 06</p>
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NPME
 625 S. 10TH AVE. (717) 274-2521 DELIVERY RECEIPT
 P.O. BOX 630
 LEBANON, PA 17042-0830
 www.newpenn.com

NPME



E 2-4

DATE		BILLER		DT	T/S	PU DRIVER	PU TRAILER	SHIPPER CODE	CONSIGNEE CODE	FREIGHT BILL NO.
01/19/2006		KPD	16	1	212080			59302	44018	CD#:2 21426651
PENN DETROIT DIESEL CORE MANAGER 21260 RTE 19 CRANBERRY TWP PA 16066							W W ENGINE & SUPPLY 930 OLD ROUTE 53 KYLERTOWN PA 16847			
P.O. NO.							BL NO. DETROIT CORES		PU NO. 61065954	
TRANSFER FROM		AT	ADV C/L PRO. NO.		TRANSFER TO		AT	DUE ADV. C/L	DUE NPME	DUE DIV. C/L
PCS.	DESCRIPTION		ACCESSORIAL CHGS.		WEIGHT/LBS.	RATE	CHARGES			
3	C85	SKD USED ENGINE PARTS 724/776/3237	FUEL SUR CH		1438					
				DISCOUNT						
3	TOTALS		TERMS: PREPAID		C.O.D. \$	1438	TOTAL			
		RECEIVED IN GOOD CONDITION		SIGNATURE		PART NAME				
		DRIVER		DEL. DATE		TRAIL. NO.				
				1-20-06		13333				

REMIT TO

ORIGINAL FREIGHT INVOICE



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625 S. Fifth Ave. (717) 274-2521
 P.O. Box 630
 LEBANON, PA 17042-0830

NPME
 CD#:9

Date	Bill	DT	T/S	PU Driver	PU Trailer	Shipper Code	Consignee Code	Pro#/Freight Bill				
01/24/2006	KMO	21	1			20627	59302	03418331				
W W ENGINE & SUPPLY INC						SHEPPARD R H REMFG						
I 80 EXIT 133						447 E MIDDLE ST						
KYLERTOWN PA 16847						HANOVER PA 17331						
Transfer From						AT	Adv C/L Pro. No.	Transfer To	AT	Due Adv C/L	Due NPME	Due Div C/L
PCS.	Description		ACCESSORIAL CHARGES		WEIGHT/LBS.	RATE	CHARGES					
2	C85	BOX STEERING GEARS *** INBOUND	FUEL SUR CH		200	MIN	178.05					
				7.30								
				DISCOUNT								

STRAIGHT BILL OF LADING - SHORT FORM - ORIGINAL - NOT NEGOTIABLE

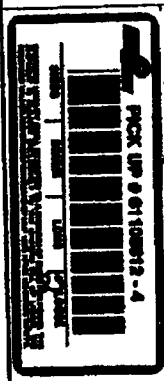
THIS BILL OF LADING IS ISSUED ON THE DATE OF ISSUE OF THIS ORIGINAL BILL OF LADING. IT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CARRIER'S TARIFF AND TO THE TARIFF OF THE PORT OF ORIGIN. IT IS NOT NEGOTIABLE. IT IS NOT VALID UNLESS IT IS SIGNED BY THE CARRIER OR ITS AGENT. IT IS NOT VALID UNLESS IT IS SIGNED BY THE CARRIER OR ITS AGENT. IT IS NOT VALID UNLESS IT IS SIGNED BY THE CARRIER OR ITS AGENT.

01/24/06 0610307
0610307
W.W. Engine & Supply Inc.
180 Exit 133
Kylertown PA 16847

Supplier code: 60165
B. H. Sheppard Co. Inc.
1447 E Middle St
Hanover, PA 17331-0877
Phone: 717-433-4166
FAX: 717-433-4127
ITEM: 06-300-8211

Freight Collect
Cubor J. Yparr

2	Box	Steering Gears	85	200.00
	Total weight:			200.00



B. H. Sheppard Co., Inc.
1447 E Middle St
Hanover, PA 17331-0877
Cubor J. Yparr
W.W. Engine & Supply Inc.
180 Exit 133
Kylertown PA 16847
THIS SHIPMENT IS CURRENTLY REPORTED
CORRECT WEIGHT IS _____ LBS

625 S. FIFTH AVE. (717) 874-2821 DELIVERY RECEIPT
P.O. BOX 830
LEBANON, PA 17042-0830
www.newpenn.com

NPME
6653

DATE: 01/24/2006
BILLER: KMD
BY: 21
T/S: 1
PRO DRIVER: 032065
SHIPPER CODE: 20627
CONSIGNEE CODE: 59302
FREIGHT BILL NO.: CD#: 9 03418331

W W ENGINE & SUPPLY INC
I 80 EXIT 133
KYLERTOWN PA 16847
SHEPPARD R H REMFG
1447 E MIDDLE ST
HANOVER PA 17331

P.O. NO. 14434
PU NO. 61105812
TRANSFER FROM: AT
ADV. OL. PRO. NO.: 0610307
TRANSFER TO: AT
DUE ADV. CL: DUE NPME: DUE OL. CL:

PCS.	DESCRIPTION	ACCESSORIAL CHGS.	WEIGHT/LBS.	RATE	CHARGES
2	CBS BOX STEERING GEARS *** INBOUND				
		FUEL SUR CH	200		
				DISCOUNT	
2	TOTALS	TERMS: COLLECT	G.O.S.	200	TOTAL

RECEIVED IN GOOD CONDITION
SIGNATURE: X [Signature]
DRIVER: Jim Hite
PRINT NAME: Linberg
DEL. DATE: 1-25
TRL. NO.: 12204

REMIT TO



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625 S. Fifth Ave. (717) 274-2521
P.O. Box 630
LEBANON, PA 17042-0630

ORIGINAL FREIGHT INVOICE

NPME
CD#: 6

Date	Bill	D/T T/S	P/U Driver	P/U Trailer	Shipper Code	Consignee Code	Pro#/Freight Bill																								
02/06/2006	RPA	16 3			59302	92570	21428059																								
RISH EQUIPMENT CO ANDY WEAVER 100 HELIPORT LOOP BRIDGEPORT WV 26330				W W ENGINE & SUPPLY 930 OLD ROUTE 53 KYLERTOWN PA 16847																											
<table border="1"> <tr> <td>Transfer From</td> <td>AT</td> <td>Adv C/L Pro. No.</td> <td>Transfer To</td> <td>At</td> <td>Due Adv C/L</td> <td>Due NPME</td> <td>Due Div C/L</td> </tr> <tr> <td></td> <td></td> <td></td> <td>1051864922</td> <td>15225</td> <td></td> <td>63.92</td> <td>36.50</td> </tr> <tr> <td colspan="3"></td> <td>TRI STATE EX</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>								Transfer From	AT	Adv C/L Pro. No.	Transfer To	At	Due Adv C/L	Due NPME	Due Div C/L				1051864922	15225		63.92	36.50				TRI STATE EX				
Transfer From	AT	Adv C/L Pro. No.	Transfer To	At	Due Adv C/L	Due NPME	Due Div C/L																								
			1051864922	15225		63.92	36.50																								
			TRI STATE EX																												
PCS.	Description				Accessorial Charges	Weight/Lbs	Rate	Charges																							
1	C85 SKD USED ENGINE PARTS 304-842-3511 *** OUTBOUND *** NONE CHANGED TO PPD PER ORIGINAL BL 3/8/06 ALF LORI-21 9339				SINGLE SHIM 19.88 FUEL SUR CH 7.54	175	MIN	184.00																							
					Discount																										

B-1

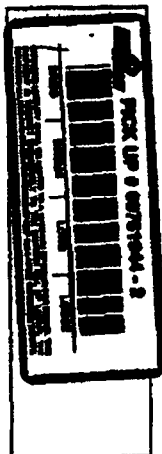
T O

REV. 11/00

* Mark with "X" to designate hazardous materials as defined in the Department of Transportation Regulations

Shipping Order

15X



NOTICE: Subject to the terms and conditions of the contract, the carrier shall be responsible for the delivery of the goods to the consignee. The carrier shall not be responsible for the delivery of the goods to the consignee if the consignee fails to provide the necessary information to the carrier. The carrier shall not be responsible for the delivery of the goods to the consignee if the consignee fails to provide the necessary information to the carrier.

0.00

AMOUNT

C.O.D. FEE

PREPAID

COLLECT

C.O.D. PAYMENT

RECEIVED BY

DATE

DATE	DESCRIPTION	AMOUNT
	100 Heliport Loop	
	W.W. Engine & Supply	
	PA 16847	
	WV 26330	
	304-842-3511	
	W.W. Engine & Supply	
	PA 16847	
	WV 26330	
	304-842-3511	

RECEIVED BY

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NEWPORT
 625 S. FIFTH AVE. (717) 274-2521 DELIVERY RECEIPT
 P.O. BOX 630
 LEBANON, PA 17042-0630
 www.newport.com

NPME



DATE	BILLER	DT	Y/S	PAU DRIVER	PAU TRAILER	SHIPPER CODE	CONSIGNEE CODE	FREIGHT BILL NO.	
02/06/2006	RPA	16	3	217135		59302	99999	CD#:6 21428059	
RISH EQUIPMENT CO ANDY WEAVER 100 HELIPORT LOOP BRIDGEPORT WV 26330						W W ENGINE & SUPPLY 930 OLD ROUTE 53 KYLERTOWN PA 16847			
P.O. NO.						PIU NO. 60761944			
TRANSFER FROM						TRANSFER TO			
TRI STATE EXPR						15225			
PCS.	DESCRIPTION					ACCESSORIAL CHG	WEIGHT/LBS	RATE	
1	C85	SKD USED ENGINE PARTS 304-842-3511 *** OUTBOUND					SINGLE SHIP	175	MIN
							19.88		
							FUEL SUR CH	184.00	
							7.54		
						27.42	DISCOUNT	111.00	
TOTALS						175	TOTAL	100.42	
TERMS: COLLECT						C.O.D. \$			
RECEIVED IN GOOD CONDITION						PRINT NAME			
SIGNATURE						DEL. DATE			
X DRIVER						TRL. NO.			
DRIVER									

REMIT TO

ORIGINAL FREIGHT INVOICE



NEWPORT
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625 S. Fifth Ave. (717) 274-2521
 P.O. Box 630
 LEBANON, PA 17042-0630

NPME
 CD#:7

Date	Biller	DT	Y/S	P/U Driver	P/U Trailer	Shipper Code	Consignee Code	Profit/Freight Bill
02/16/2006	KPO	10	1			59302	15513	21429015
MACK TRUCK INC P D C BALTIMORE 7101 TROY HILL DR ELK RIDGE MD 21075						W W ENGINE & SUPPLY 930 OLD ROUTE 53 KYLERTOWN PA 16847		
P.O. NO.						PIU NO. 61261406		
Transfer From						Transfer To		
AT						Due Adv C/L		
Adv C/L Pro. No.						Due NPME		
Description						Due Div C/L		
PCS.	Description					Accessorial Charges	Weight/Lbs	Rate
1	C85	SKD ENGINE PARTS /FPO NONE					FUEL SUR CH	80
							7.38	MIN
								179.90
FIRST P.O. #						Discount		

[illegible]

		828 S. FIFTH AVE. (717) 274-2521 P.O. BOX 830 LEBANON, PA 17042-0830 WWW.NPME.COM		DELIVERY RECEIPT 17 NPME 6846		37															
DATE		BILLER		CY		TIR		PAU DRIVER		PAU TRAILER		SHIPPER CODE		CONSIGNEE CODE		FREIGHT BILL NO.					
02/16/2006		KPO		10		1		217149				59302		15513		CD#17 21429015					
MACK TRUCK INC P D C BALTIMORE 7101 TROY HILL DR ELK RIDGE MD 21075										W W ENGINE & SUPPLY 930 OLD ROUTE 53 KYLERTOWN PA 16847											
P.O. NO.										BL NO. MACK PART RETURN										PAU NO. 61261406	
TRANSFER FROM				AT		ADV CL PRO. NO.				TRANSFER TO				AT		DUE ADV. CL		DUE NPME		DUE DLY. CL	
QCS		DESCRIPTION		RECEIVED		ACCESSORIAL CHGS		WEIGHT/LBS.		RATE		CHARGES									
1 C85		SKD ENGINE PARTS		SUBJECT TO INSPECTION MACK TRUCKS, INC. BPOC ELK RIDGE, MD 21075		FUEL SUR CH		80													
				FEB 17 2006 PER <i>[Signature]</i> MAIL P/B FOR PAYMENT TO: MACK TRUCKS, INC. C/O WILLIAMS & ASSOCIATES 405 EAST 76TH ST., BLOOMINGTON, MN 55420																	
1		TOTALS		TERMS: PREPAID		G.O.D. \$		80		TOTAL											
				RECEIVED IN GOOD CONDITION		SIGNATURE		PRINT NAME													
				X		DRIVER		DEL. DATE		TRL. NO.											
				<i>[Signature]</i>				2/17/06		6846											


 PICK UP 2 01291407 - 3
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 2 3 4 5 6 7 8 9 10
 3 4 5 6 7 8 9 10
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 6 7 8 9 10
 7 8 9 10
 8 9 10
 9 10
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825 S. FIFTH AVE. (717) 274-2521
P.O. BOX 630
LEBANON, PA 17042-0630
www.newpenrl.com

NPME



DATE	BILLER	D/T	T/S	P/U DRIVER	P/U TRAILER	SHIPPER CODE	CONSIGNEE CODE	FREIGHT BILL NO.
02/16/2006	RPA	21	1	217149		59302	99999	CD#15 21429016
W W ENGINE ANDY LAMPL 1055 N CENTER AVE SOMERSET PA 15501						W W ENGINE & SUPPLY 930 OLD ROUTE 53 KYLERTOWN PA 16847		
P.O. NO.						BL NO. CUMMINS CORES		PU NO. 61261407
TRANSFER FROM		AT	ADV CL PRO. NO.		TRANSFER TO	AT	DUE ADV. CL	DUE NPME
PCS.	DESCRIPTION					ACCESSORIAL CHGB.	WEIGHT/LBS.	RATE
2	C85 SKDS USED TRUCK PARTS 445-9617					FUEL SUR CH	310	
						DISCOUNT		
2	TOTALS					TERMS: PREPAID	C.O.D. \$	310 TOTAL
RECEIVED IN GOOD CONDITION						SIGNATURE		PRINT NAME
								Kevin McDaniel
						DRIVER	DEL. DATE	TTL. NO.
							2/17	13372

REMIT TO



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825 S. Fifth Ave. (717) 274-2521
P.O. Box 630
LEBANON, PA 17042-0630

ORIGINAL FREIGHT INVOICE

NPME

CD#: 2

Date	Biller	D/T	T/S	P/U Driver	P/U Trailer	Shipper Code	Consignee Code	Profit/Freight Bill
02/22/2006	KPO	16	1			59302	44018	21429433
PENN DDA CORE MANAGER 21260 RTE 19 CRANBERRY TWP PA 16066						W W ENGINE & SUPPLY 930 OLD ROUTE 53 KYLERTOWN PA 16847		
P.O. NO.						BL NO. DETROIT CORES		PU NO. 60741205
Transfer From		AT	Adv C/L Pro. No.		Transfer To	AT	Due Adv C/L	Due NPME
PCS.	Description					Accessorial Charges	Weight/Lbs	Rate
4	C85 SKD USED ENGINE PARTS 724/776/3237					FUEL SUR CH 52.05	2995	4239
								1269.58
						Discount		
4	TOTALS					TERMS: PREPAID	C.O.D. \$	2995 TOTAL

Equal Opportunity Employer
M/F/V
CARRIER NEW NEWS MOTOR ENGINES, INC.
CORPORATE OFFICE: PHONE (717) 274-8871
FAX (717) 274-8883
P.O. BOX 820, LEBANON, PA 17042-0820

STRAIGHT BILL OF LADING - NOT NEGOTIABLE

NAME _____

EQUAL OPPORTUNITY EMPLOYER

DATE 23 Feb 06




DATE 22 Feb 06

[illegible][illegible]

<p> <input type="checkbox"/> Emergency <input type="checkbox"/> Confidential </p> <p> This is to certify that the person named herein has properly fulfilled the requirements of the DXTI program and is eligible to receive the DXTI emergency response kit. </p> <p> Signature: <u>Devin</u> Date: <u>2/28/04</u> </p>	<p> <input type="checkbox"/> Emergency <input type="checkbox"/> Confidential </p> <p> Complete the following steps to ensure that the person named herein has the DXTI emergency response kit. </p> <p> Name: <u>Devin</u> Address: <u>4500</u> </p>
--	--

2. **NEOPLASMS**

[illegible]

		625 S. FIFTH AVE. (717) 274-2621 P.O. BOX 630 LEBANON, PA 17042-0630 www.newportnews.com		DELIVERY RECEIPT	
No perfumes. No perfumes.		NPME			
E 2-4-6					
DATE	BILLER	QTY	YR	PRO DRIVER	PRO TRAILER
02/22/2006	KPO	16	1	217117	
PENN DDA CORE MANAGER 21260 RTE 19 CRANBERRY TWP PA 16066		W W ENGINE & SUPPLY 930 OLD ROUTE 53 KYLERTOWN PA 16847		SHIPPER CODE 59302 COMBINE CODE 44018 FREIGHT BILL NO. CD#12 21429433	
P.O. NO.		BL NO. DETROIT CORES		PU NO. 60760206	
TRANSFER FROM	AT	ADV CL PRO. NO.	TRANSFER TO	AT	DUE ADV. CL
QTY	DESCRIPTION			ACCESSORIAL CHGS	WEIGHT/LBS
4	C85 8KD USED ENGINE PARTS 724/776/3237			FUEL SUR CH	2995
				DISCOUNT	
4	TOTALS			TERMS: PREPAID	G.O.D. \$ 2995 TOTAL
RECEIVED IN GOOD CONDITION				SIGNATURE 	
DRIVER Jim Eno				DEL. DATE 2-23	
TEL. NO. 5498					

EMIT TO



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P.O. Box 630
LEBANON, PA 17042-0630

ORIGINAL FREIGHT INVOICE

CD#: 8 NPME

Rate	Bill	D/T	T/S	P/U Driver	P/U Trailer	Shipper Code	Consignee Code	Pro#/Freight Bill								
13/23/2006	KPO	16	1			59302	44018	21432055								
PENN DETROIT DIESEL CORE MANAGER 21260 RTE 19 CRANBERRY TWP PA 16066						W W ENGINE & SUPPLY 930 OLD ROUTE 53 KYLERTOWN PA 16847										
<table border="1"> <tr> <td>Transfer From</td> <td>AT</td> <td>Adv C/L Pro. No.</td> <td>Transfer To</td> <td>AT</td> <td>Due Adv C/L</td> <td>Due NPME</td> <td>Due Div C/L</td> </tr> </table>									Transfer From	AT	Adv C/L Pro. No.	Transfer To	AT	Due Adv C/L	Due NPME	Due Div C/L
Transfer From	AT	Adv C/L Pro. No.	Transfer To	AT	Due Adv C/L	Due NPME	Due Div C/L									
PCS.	Description					Accessorial Charges	Weight/Lbs	Rate	Charges							
1	C85	SKD USED ENGINE PARTS 724/776/3237				FUEL SUR CH 9.72	276	MIN	190.50							
						Discount										

CORE MANAGER PENN DETROIT DIESEL 21260 ROUTE 19 CRANBERRY TWP PA 16066 724-776-3237		W.W. ENGINE I-80 E EXIT 133 KYLERTOWN PA 16847 DETROIT CORES much 06	
* Mark with "C" to designate "Customer" and "N" to designate "New". * Mark with "P" to designate "Previous" and "N" to designate "New". * Mark with "R" to designate "Return" and "N" to designate "New". * Mark with "S" to designate "Spare" and "N" to designate "New". * Mark with "T" to designate "Transfer" and "N" to designate "New". * Mark with "U" to designate "Used" and "N" to designate "New". * Mark with "V" to designate "Vintage" and "N" to designate "New". * Mark with "W" to designate "Warranty" and "N" to designate "New". * Mark with "X" to designate "X-ray" and "N" to designate "New". * Mark with "Y" to designate "Yield" and "N" to designate "New". * Mark with "Z" to designate "Zinc" and "N" to designate "New".		TO: SHIPPER CODE DATE 23 March 06	
C.O.D. AMOUNT C.O.D. FREE C.O.D. PAYMENT C.O.D. CHECK C.O.D. CASH C.O.D. CREDIT C.O.D. DEBIT C.O.D. OTHER		C.O.D. PAYMENT C.O.D. CHECK C.O.D. CASH C.O.D. CREDIT C.O.D. DEBIT C.O.D. OTHER	
C.O.D. AMOUNT C.O.D. FREE C.O.D. PAYMENT C.O.D. CHECK C.O.D. CASH C.O.D. CREDIT C.O.D. DEBIT C.O.D. OTHER		C.O.D. PAYMENT C.O.D. CHECK C.O.D. CASH C.O.D. CREDIT C.O.D. DEBIT C.O.D. OTHER	



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LEBANON, PA 17042-0630
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NPME



DATE	BILLER	QTY	TS	PU DRIVER	PU TRAILER	SHIPPER CODE	CONSIGNEE CODE	FREIGHT BILL NO.	
03/23/2006	KPD	16	1	217127		59302	44018	CD#18 21432055	
PENN DETROIT DIESEL CORE MANAGER 21260 RTE 19 CRANBERRY TWP PA 16066						W W ENGINE & SUPPLY 930 OLD ROUTE 53 KYLERTOWN PA 16847			
P.O. NO.						BL NO. DETROIT CORES MARCH 06			
TRANSFER FROM		AT	ADV CL PRO. NO.		TRANSFER TO	AT	DUE ADV. CL	DUE NAME	
PCS	DESCRIPTION					ACCESSORIAL CHGS.	WEIGHT/LBS.	RATE	
1	C85	SKD USED ENGINE PARTS 724/776/3237					FUEL SUR CH	276	
						DISCOUNT			
1	TOTALS					TERMS: PREPAID	C.O.D. \$	276	TOTAL
						SIGNATURE X Robert Lutsal		PRINT NAME	
						DRIVER M McCloskey		DEL. DATE	
								TPL NO. 29605	



625 S. FIFTH AVE. (717) 274-2521 DELIVERY RECEIPT
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www.npme.com

NPME



DATE	BILLER	QTY	TS	PU DRIVER	PU TRAILER	SHIPPER CODE	CONSIGNEE CODE	FREIGHT BILL NO.	
03/23/2006	KPD	16	1	217127		59302	44018	CD#18 21432055	
PENN DETROIT DIESEL CORE MANAGER 21260 RTE 19 CRANBERRY TWP PA 16066						W W ENGINE & SUPPLY 930 OLD ROUTE 53 KYLERTOWN PA 16847			
P.O. NO.						BL NO. DETROIT CORES MARCH 06			
TRANSFER FROM		AT	ADV CL PRO. NO.		TRANSFER TO	AT	DUE ADV. CL	DUE NAME	
PCS	DESCRIPTION					ACCESSORIAL CHGS.	WEIGHT/LBS.	RATE	
1	C85	SKD USED ENGINE PARTS 724/776/3237					FUEL SUR CH	276	
						DISCOUNT			
1	TOTALS					TERMS: PREPAID	C.O.D. \$	276	TOTAL
						SIGNATURE X		PRINT NAME	
						DRIVER		DEL. DATE	
								TPL NO.	

Dec. 13. 2006 2:37PM---NEW PENN Lebanon Pa 17042

No. 94752 P. 83

LEBANON, PA 17042-0830
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NPME



6829

DATE	EDITION	QTY	TS	PAU DRIVER	PAU TRAILER	SHIPPER CODE	CONSIGNEE CODE	FREIGHT BCL NO.
12/08/2005	EDI	21	2	033105		90100	00878	CD#11 03388130
W W ENGINE & BPLY A376						LIFE TIME FENDERS LLC		
TRACY DALE RD						430 WEST MAIN		
MILESBERG						CANFIELD OH 44406		
PA 16853								
P.O. NO.						INL NO. 25703		
TRANSFER FROM						PU NO. 54590801		
ALVAN MOTOR FRE 17011						CV882115		
DESCRIPTION						ADDITIONAL CHRG.		
2 CB5 BRACKETS - AUTO PARTS, NOI, IRON OR STEEL. IT 19160 SUB 2 (CL 85) +						FUEL SUR CH		
CSO PLATE OR SHEET, NOI, IRON OR STEEL, CORRUGATED. IT 106140 (CL 50) +						23		
						58		
						DISCOUNT		
2						81		
TOTALS						TOTAL		
TERMS COLLECT						81		
RECEIVED BY GOOD CONDITION						PRINT NAME		
X <i>[Signature]</i>						DEL. DATE		
12/9/05						TYPE NO.		

NPM

DATE		BILLER	SIT	DS	PID DRIVER	TU TRAILER	CARRIER CODE	CONSIGNEE CODE	PRESENT BILL NO.
12/27/2005		KPO	03	1	Z17112	SS25	00B71	15A83	CD#;3 Z1424964
REMARK CENTER						W W ENGINE & SUPPLY 2501 BEALE AVE ALTOONA PA 16601			
2800 COMMERCE DR TNPX IND PARK MIDDLETOWN PA 17057									
F.O. NO.		BL NO.			D.D. DATE			R	
		N N EN12/27/2005			PAI NO. 40740343				
TRANSFER FROM	AT	ADV CL. PROL. NO.	TRANSFER TO	AT	DUE ADV. CL.	DUE INPR.	DUE DEL. CL.		
P.C.E.	DESCRIPTION					AQUEDRUMAL CRIS.	WEIGHTAGE	RATE	CHARGE
5 CB5	SKD USED TRUCK PARTS DN 21					FUEL SUR CH	5195		
						DISCOUNT			
5	TOTALS				TERMS PREPATO	G.O.B.S	\$195	TOTAL	
REGISTERED BY G.O.B.S. OR DETENTION						SIGNATURE		PRINT NAME	
						[Signature]		[Name]	
						DRIVER		DEL. DATE	TOL. NO.
						[Driver Name]		1-5	5555

[illegible]



NEW PENN MOTOR EXPRESS, INC
625 S. FIFTH AVE.
LEBANON, PA 17042-0630

Invoice Mailing Address

W W ENGINE & SUPPLY
PO BOX 645
DUBOIS, PA 15801



Shipper 83584
W W ENGINE
4563 ROCKTON RD
DUBOIS, PA 15801

Consignee 90100
ARVIN MERITOR
849 WHITTAKER ROAD
PLAINFIELD, IN 46168

Detail of Charges

Phone	Description	Class	Weight	Rate	Charges
1	SED TRUCK PARTS -CARRIES	C85	1500	6306	945.90
	FUEL SUR CH				38.78
***** PAYMENT IS DUE ON THIS INVOICE BY: 03/08/2006					
Delivery Carrier: ALVAN MOTOR FTR Pro#: C8483161					
1	<--- Totals ---> Terms: PREPAID			1500 Total:	984.68

ORIGINAL INVOICE

Pickup No. 61069842 Freight Bill Number 21428037 (CK) 2 Amount Due \$984.68
US Dollars

Payment Due 03/08/06
Shipment Date 02/08/06

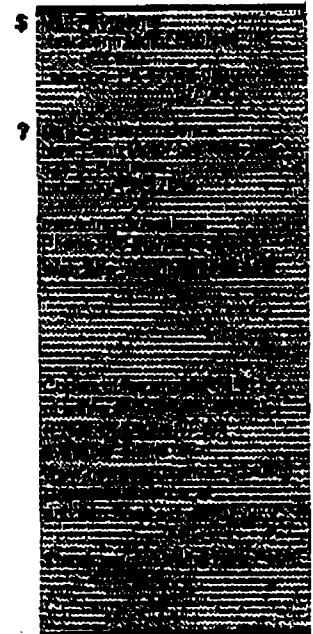
Charges Prepaid

Page 1 of 1

BOL Number
W W EN02/08/2006

Shipper Number
W W EN02/06/2006

P.O. Number



Docs Needed: BL

FED. TAXID#
22-2209533

X

Invoice Mailing Address
W W ENGINE & SUPPLY
PO BOX 645
DUBOIS, PA 15801

Mail this stub & your payment to



NEW PENN MOTOR EXPRESS, INC
P.O. BOX 630
LEBANON, PA 17042-0630

Payment Stub

Please detach and return this
portion with your payment.

ORIGINAL INVOICE

Pickup No. 61069842 Freight Bill Number 21428037 (CK) 2 Amount Due \$984.68
US Dollars

00000002142803700000984680

[illegible]

Burton Neil & Associates, P.C.
By: Neil Sarker, Esquire ID. NO. 203465
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

NEW PENN MOTOR EXPRESS : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA

v.

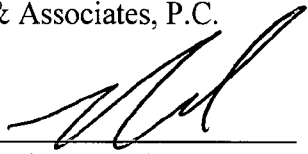
W.W. ENGINE & SUPPLY, INC. : NO. 2006-2109
Defendant : CIVIL ACTION - LAW

Certificate of Service

I, Neil Sarker, Esquire do hereby certify that I served a true and correct copy of the within Freight Bills on defendant's counsel, Dwight L. Koerber, Jr., Esquire at his/her address of record via first class mail, postage prepaid on the date set forth below.

Burton Neil & Associates, P.C.

Date: 4/13/07

By: 
Neil Sarker, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.
76695

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

NEW PENN MOTOR EXPRESS
P.O. Box 630
Lebanon, PA,
Plaintiff

-vs-

W. W. ENGINE AND SUPPLY, INC.
930 Old Route 53
Kylertown, PA 16847,
Defendant

Docket No. 2006-2109

Type of pleading:
ANSWER AND NEW MATTER

Filed on behalf of:
DEFENDANT, W. W. Engine and
Supply, Inc.

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 3cc
013133/51 Amy
MAY 08 2007 Koerber

William A. Shaw
Prothonotary/Clerk of Courts (CR)

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

NEW PENN MOTOR EXPRESS
P. O. Box 630
Lebanon, PA,
Plaintiff

-vs-

W. W. ENGINE AND SUPPLY, INC.
930 Old Route 53
Kylertown, PA 16847,
Defendant

Docket No. 2006-2109

NOTICE

If you wish to defend against the claims set forth in the following Answer and New Matter, you must file an answer with the court within twenty (20) days of service of this pleading. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you without further notice for any relief claimed.

You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

**Court Administrator
Clearfield County Courthouse
Second and Market Streets
Clearfield, PA 16830
(814) 765-2641**

By: Dwight L. Koerber, Jr., Esquire
Attorney for Defendant,
W. W. ENGINE AND SUPPLY, INC.

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

NEW PENN MOTOR EXPRESS
P. O. Box 630
Lebanon, PA,
Plaintiff

-vs-

W. W. ENGINE AND SUPPLY, INC.
930 Old Route 53
Kylertown, PA 16847,
Defendant

*

*

*

*

Docket No. 2006-2109

*

*

*

ANSWER AND NEW MATTER

COMES NOW, W. W. Engine and Supply, Inc., by and through its attorney,
Dwight L. Koerber, Jr., Esquire, and files the within Answer and New Matter to the
Complaint filed herein.

ANSWER

1. Admitted.
2. Admitted.
3. Denied, legal conclusion. Moreover, defendant would challenge whether all
of the underlying shipments involved interstate movements, and would point in
particular to those shipments that were made from Cranberry Township, Pennsylvania
to Kylertown, Pennsylvania, which are clearly intrastate in nature.

4. Admitted in part and denied in part. It is admitted that certain transportation services were provided. It is denied that a statement of account can be a proper means of collecting against the shipper or consignee, as only original freight bills can be the basis of collection. See 49 CFR 377.203(g), as well as New Matter. Furthermore, to the extent that the filing of "original" freight bills was made with the Prothonotary's office through Praecipe, following Order on Preliminary Objections, the documents filed are not truly original freight bills, but instead are recreated freight bills, totally different in their charges than the "original" freight bills addressed by the regulations.

5. Upon reasonable inquiry, defendant is unable to ascertain the correctness of the details set forth in this allegation and requires strict proof of same at trial. See New Matter.

6. Upon reasonable inquiry, defendant is unable to ascertain the correctness of the details set forth in this allegation and requires strict proof of same at trial. See New Matter.

7. Denied, legal conclusion. Furthermore, the forfeiture on its face, which plaintiff is seeking to collect, is a forfeiture of 255% times the original rate actually charged, thereby showing that this forfeiture is a penalty, and as such, is not collectible under Pennsylvania law.

8. Denied, legal conclusion. No amount is owed.

9. Denied, legal conclusion. No amount is owed. Furthermore, there is no legal theory or characterization that can properly be made to call a penalty provision of

255% a "just and owing sum".

10. Denied, legal conclusion. No attorney's fees are collectible, as the full amount of the alleged debt has been paid.

11. Denied.

NEW MATTER

In further support of its Answer herein, defendant offers the within New Matter.

12. Plaintiff is seeking to collect under a theory of contract law, and as such, is bound to apply Pennsylvania law. Under Pennsylvania law, it is abundantly clear that the additional charge which plaintiff is seeking to assess, which amounts to a penalty of 255%, is a forfeiture, and as such, is not collectible. See, e.g., Finkle v. Gulf & Western, 744 F.2d 1015 , 1021 (1984), and Miller, et al. v. Nissan Motor Acceptance Corporation, 2000 U.S. Dist. LEXIS 15645 (2000)(at page 38 of that decision).

13. The federal regulations which the plaintiff is obliged to follow as it relates to its tariff, are set forth, in pertinent part, at Part 377 of Title 49 of the Code of Federal Regulations. Attached hereto as Appendix A is a copy of those pertinent regulations, with subsection 377.203 being applicable here, as it pertains to the extension of credit to shippers (which is another way of describing the payment arrangement set forth herein). Plaintiff has failed to meet these requirements in the following aspects:

(a) Under subsection g(1), a carrier is permitted to assess only reasonable liquidated damages. The damages sought herein clearly are not reasonable, as plaintiff's figures themselves demonstrate that the new charges it is seeking to assess are \$10,438.77, whereas the

original amount charged, which defendant actually paid, was \$4090.12, thereby showing a penalty charge of 255%.

(b) In order to collect damages under the federal regulations, subsection g(2) (iii) requires that the plaintiff must collect under "original, separate and independent freight bills". The freight bills presented herein were not those originally issued, but were recreated freight bills, quite different from the original freight bills sent to defendant.

(c) The vast preponderance of the freight bills which the plaintiff presented pursuant to the Court's ruling on Preliminary Objections are shown as "prepaid", thereby on the face of the documents demonstrating that no additional charge is assessable against defendant.

14. The underlying requirements that had been promulgated by the Interstate Commerce Commission required that when a discount is to be forfeited, the terms of it must appear on the face of the freight certificate. This is established in the ruling in Ex Parte MC-1. No such notice appears on the actual freight bills that were issued, nor the reconstituted retroactive freight bills that plaintiff now relies upon. Thus, an effort to assess any type of penalty for late payment is not in harmony with federal regulations covering tariffs.

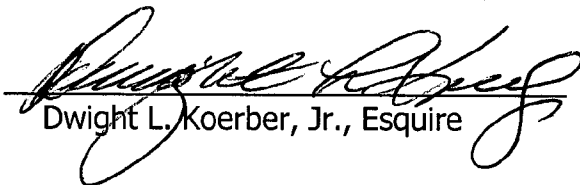
15. The circumstances under which defendant agreed to having transportation services furnished to it through the plaintiff herein were established as a result of a sales and solicitation call by a representative of plaintiff, who described the special "discount" rates, and at no time explained that there was a forfeiture of these rates if payment was not made within thirty days. Defendant's normal payment cycle is such that it would have never agreed to such a forfeiture clause, no matter how small, based

upon a thirty day payment cycle.

16. Defendant further submits that no payment is due for the transportation services in question, as defendant made payment for every single one of the original freight bills presented, exactly as shown on the freight bill, and while the payment was made several months after the original due date, the payment was accepted and credited without reservation, thereby showing that plaintiff should now be estopped from seeking to collect additional charges. The additional charges which plaintiff is now seeking were never disclosed to defendant until sometime after payment was made, further establishing grounds for equitable estoppel, so as to preclude further charges herein.

WHEREFORE, defendant W. W. Engine and Supply, Inc. requests that the Complaint filed by plaintiff be dismissed, and that judgment be entered in defendant's favor, showing a zero balance owed.

Respectfully submitted,

By: 
Dwight L. Koerber, Jr., Esquire

VERIFICATION

I verify 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 falsifications to authorities.

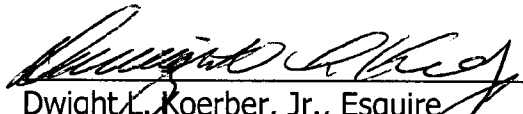
1 May 07
Date

John P. Niebauer, Jr.
John P. Niebauer, Jr.

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of May, 2007, a copy of the foregoing Answer and New Matter was served by United States First Class Mail upon the following:

Neil Sarker, Esquire
LAW OFFICES OF BURTON NEIL & ASSOCIATES, P.C.
1060 Andrew Drive, Suite 170
West Chester, PA 19380


Dwight L. Koerber, Jr., Esquire
Attorney for Defendant,
W. W. ENGINE AND SUPPLY, INC.

APPENDIX A

Attached hereto is a copy of the regulations which cover this matter.

PART 377 — PAYMENT OF TRANSPORTATION CHARGES

Subpart A — Handling of C.O.D. Shipments

- §377.101 Applicability.
- §377.103 Tariff requirements.
- §377.105 Collection and remittance.

Subpart B — Extension of Credit to Shippers by Motor Common Carriers, Water Common Carriers, and Household Goods Freight Forwarders

- §377.201 Scope.
- §377.203 Extension of credit to shippers.
- §377.205 Presentation of freight bills.
- §377.207 Effect of mailing freight bills or payments.
- §377.209 Additional charges.
- §377.211 Computation of time.
- §377.213 [Reserved]
- §377.215 [Removed and Reserved]
- §377.217 Interline settlement of revenues.

AUTHORITY: 49 U.S.C. 13101, 13301, 13701-13702, 13706, 13707, and 14101; 49 CFR 1.73.

Subpart A — Handling of C.O.D. Shipments

SOURCE: 32 FR 20050, Dec. 20, 1967, unless otherwise noted. Redesignated at 61 FR 54708, Oct. 21, 1996.

§377.101 Applicability.

The rules and regulations in this part apply to the transportation by motor vehicle of c.o.d. shipments by all common carriers of property subject to 49 U.S.C. 13702, except such transportation which is auxiliary to or supplemental of transportation by railroad and performed on railroad bills of lading, and except such transportation which is performed for freight forwarders and on freight forwarder bills of lading.

[32 FR 20050, Dec. 20, 1967. Redesignated at 61 FR 54708, Oct. 21, 1996, as amended at 62 FR 15424, Apr. 1, 1997]

§377.103 Tariff requirements.

No common carrier of property subject to the provisions of 49 U.S.C. 13702, except as otherwise provided in §377.101, shall render any c.o.d. service unless such carrier has published, posted and filed tariffs which contain the rates, charges and rules governing such service, which rules shall conform to the regulations in this part.

[32 FR 20050, Dec. 20, 1967. Redesignated at 61 FR 54708, Oct. 21, 1996, as amended at 62 FR 15424, Apr. 1, 1997]

§377.105 Collection and remittance.

Every common carrier of property subject to the 49 U.S.C. 13702, except as otherwise provided in §377.101, which chooses to provide c.o.d. service may publish and maintain, or cause to be published and maintained for its account, a tariff or tariffs which set forth nondiscriminatory rules governing c.o.d. service and the collection and remittance of c.o.d. funds. Alternatively, any carrier that provides c.o.d. service, but does not wish to publish and maintain, or cause to be published and maintained,

its own nondiscriminatory tariff, may adopt a rule requiring remittance of each c.o.d. collection directly to the consignor or other person designated by the consignor as payee within fifteen (15) days after delivery of the c.o.d. shipment to the consignee.

[52 FR 45966, Dec. 3, 1987, as amended at 62 FR 15424, Apr. 1, 1997]

Subpart B — Extension of Credit to Shippers by Motor Common Carriers, Water Common Carriers, and Household Goods Freight Forwarders

SOURCE: 50 FR 2290, Jan. 16, 1985, unless otherwise noted. Redesignated at 61 FR 54709, Oct. 21, 1996.

§377.201 Scope.

(a) **General.** These regulations apply to the extension of credit in the transportation of property under Federal Motor Carrier Safety Administration regulation by motor carriers and household goods freight forwarders, except as otherwise provided.

(b) **Exceptions.** These regulations do not apply to—

(1) Contract carriage operations.

(2) Transportation for—

(i) The United States or any department, bureau, or agency thereof,

(ii) Any State, or political subdivision thereof,

(iii) The District of Columbia.

(3) Property transportation incidental to passenger operations.

[50 FR 2290, Jan. 16, 1985, as amended at 51 FR 44297, Dec. 9, 1986; 62 FR 15424, Apr. 1, 1997]

§377.203 Extension of credit to shippers.

(a) **Authorization to extend credit.**

(1) A carrier that meets the requirements in paragraph (a)(2) of this section may—

(i) Relinquish possession of freight in advance of the payment of the tariff charges, and

(ii) Extend credit in the amount of such charges to those who undertake to pay them (such persons are called "shippers" in this part).

(2) For such authorization, the carrier shall take reasonable actions to assure payment of the tariff charges within the credit periods specified—

(i) In this part, or

(ii) In tariff provisions published pursuant to the regulations in paragraph (d) of this section.

(b) **When the credit period begins.** The credit period shall begin on the day following presentation of the freight bill.

(c) **Length of credit period.** Unless a different credit period has been established by tariff publication pursuant to paragraph (d) of this section, the credit period is 15 days. It includes Saturdays, Sundays, and legal holidays.

(d) **Carriers may establish different credit periods in tariff rules.** Carriers may publish tariff rules establishing credit periods different from those in para-

PART 356-379

graph (c) of this section. Such credit periods shall not be longer than 30 calendar days.

(e) **Service charges.**

(1) Service charges shall not apply when credit is extended and payments are made within the standard credit period. The term "standard credit period," as used in the preceding sentence, means—

(i) The credit period prescribed in paragraph (c) of this section, or

(ii) A substitute credit period published in a tariff rule pursuant to the authorization in paragraph (d) of this section.

(2) Carriers may, by tariff rule, extend credit for an additional time period, subject if they wish to a service charge for that additional time. The combined length of the carrier's standard credit period (as defined in paragraph (e)(1) of this section) and its additional credit period shall not exceed the 30-day maximum credit period prescribed in paragraph (d) of this section. When such a tariff rule is in effect, shippers may elect to postpone payment until the end of the extended credit period if, in consideration thereof, they include any published service charges when making their payment.

(3) Carriers may, by tariff rule, establish service charges for payments made after the expiration of an authorized credit period. Such a rule shall—

(i) Institute such charges on the day following the last day of an authorized credit period, and

(ii) Notify shippers—

(A) That its only purpose is to prevent a shipper who does not pay on time from having free use of funds due to the carrier,

(B) That it does not sanction payment delays, and

(C) That failure to pay within the authorized credit period will, despite this provision for such charges, continue to require the carrier, before again extending credit, to determine in good faith whether the shipper will comply with the credit regulations in the future.

(4) Tariff rules that establish charges pursuant to paragraphs (e) (2) or (3) of this section may establish minimum charges.

(f) **Discounts.** Carriers may, by tariff rule, authorize discounts for early freight bill payments when credit is extended.

(g)(1) **Collection expense charges.** Carriers may, by tariff rule, assess reasonable and certain liquidated damages for all costs incurred in the collection of overdue freight charges. Carriers may use one of two methods in their tariffs:

(i) The first method is to assess liquidated damages as a separate additional charge to the unpaid freight bill. In doing so, the tariff rule shall disclose the exact amount of the charges by stating either a dollar or specified percentage amount (or a combination of both) of the unpaid freight bill. The tariff shall further specify the time period (which shall at least allow for the authorized credit period) within which the shipper must pay to avoid such liquidated damages.

(ii) The second method is to require payment of the full, nondiscounted rate instead of the discounted rate

otherwise applicable. The difference between the discount and the full rate constitutes a carrier's liquidated damages for its collection effort. Under this method the tariff shall identify the discount rates that are subject to the condition precedent and which require the shipper to make payment by a date certain. The date certain may not be set to occur by the carrier until at least after the expiration of the carrier's authorized credit period.

(2) The damages, the timing of their applicability, and the conditions, if any, as provided by the tariff-rule methods allowed under paragraphs (g) (1) (i) and (ii) of this section also:

(i) Shall be clearly described in the tariff rule;

(ii) Shall be applied without unlawful prejudice and/or unjust discrimination between similarly situated shippers and/or consignees;

(iii) Shall be applied only to the nonpayment of original, separate and independent freight bills and shall not apply to aggregate "balance-due" claims sought for collection on past shipments by a bankruptcy trustee, or any other person or agent;

(iv) Shall not apply to instances of clear clerical or ministerial error such as non-receipt of a carrier's freight bill, or shipper's payment check lost in the mail, or carrier mailing of the freight bill to the wrong address;

(v) Shall not apply in any way to a charge for a transportation service if the carrier's bill of lading independently provides that the shipper is liable for fees incurred by the carrier in the collection of freight charges on that same transportation service;

(vi) Shall be applied only after the authorized credit period, and when the carrier has issued a revised freight bill or notice of imposition of collection expense charges for late payment within 90 days after expiration of the authorized credit period.

(3) As an alternative to the tariff-rule methods allowed under paragraphs (g)(1)(i) and (ii) of this section, a carrier may, wholly outside of its tariff, assess collection charges though contract terms in a bill of lading. By using the carrier and its bill of lading, the shipper accepts the bill of lading terms.

(h) **Discrimination prohibited.** Tariff rules published pursuant to paragraphs (d), (e), and (f) of this section shall not result in unreasonable discrimination among shippers.

[50 FR 2290, Jan 16, 1985, as amended at 53 FR 6991, Mar. 4, 1988; 54 FR 30748, July 24, 1989]

§377.205 Presentation of freight bills.

(a) **"To be prepaid" shipments.**

(1) On "to be prepaid" shipments, the carrier shall present its freight bill for all transportation charges within the time period prescribed in paragraphs (a)(2) of this section, except—

(i) As noted in paragraph (d) of this section, or

(ii) As otherwise excepted in this part.

(2) The time period for a carrier to present its freight bill for all transportation charges shall be 7 days, measured from the date the carrier received the shipment. This time period does not include Saturdays, Sundays, or legal holidays.

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(b) **"Collect" shipments.**

(1) On "collect" shipments, the carrier shall present its freight bill for all transportation charges within the time period prescribed in paragraph (b)(2) and of this section, except—

- (i) As noted in paragraph (d) of this section, or
- (ii) As otherwise excepted in this part.

(2) The time period for a carrier to present its freight bill for all transportation charges shall be 7 days, measured from the date the shipment was delivered at its destination. This time period does not include Saturdays, Sundays, or legal holidays.

(c) **Bills or accompanying written notices shall state penalties for late payment, credit time limits and service charge and/or collection expense charge and discount terms.** When credit is extended, freight bills or a separate written notice accompanying a freight bill or a group of freight bills presented at one time shall state that "failure timely to pay freight charges may be subject to tariff penalties" (or a statement of similar import). The bills or other notice shall also state the time by which payment must be made and any applicable service charge and/or collection expense charge and discount terms.

(d) **When the carrier lacks sufficient information to compute tariff charges.**

(1) When information sufficient to enable the carrier to compute the tariff charges is not then available to the carrier at its billing point, the carrier shall present its freight bill for payment within 7 days following the day upon which sufficient information becomes available at the billing point. This time period does not include Saturdays, Sundays, or legal holidays.

(2) A carrier shall not extend further credit to any shipper which fails to furnish sufficient information to allow the carrier to render a freight bill within a reasonable time after the shipment is tendered to the origin carrier.

(3) As used in this paragraph, the term "shipper" includes, but is not limited to, freight forwarders, and shippers' associations and shippers' agents.

[50 FR 2290, Jan 16, 1985, as amended at 54 FR 30748, July 24, 1989; 62 FR 15424, Apr. 1, 1997]

§377.207 Effect of mailing freight bills or payments.

(a) **Presentation of freight bills by mail.** When carriers present freight bills by mail, the time of mailing shall be deemed to be the time of presentation of the bills. The term "freight bills," as used in this paragraph, includes both paper documents and billing by use of electronic media such as computer tapes or disks, when the mails are used to transmit them.

(b) **Payment by mail.** When shippers mail acceptable checks, drafts, or money orders in payment of freight charges, the act of mailing them within the credit period shall be deemed to be the collection of the tariff charges within the credit period for the purposes of the regulations in this part.

(c) **Disputes as to date of mailing.** In case of dispute as to the date of mailing, the postmark shall be accepted as such date.

§377.209 Additional charges.

When a carrier—

(a) Has collected the amount of tariff charges represented in a freight bill presented by it as the total amount of such charges, and

(b) Thereafter presents to the shipper another freight bill for additional charges—the carrier may extend credit in the amount of such additional charges for a period of 30 calendar days from the date of the presentation of the freight bill for the additional charges.

§377.211 Computation of time.

Time periods involving calendar days shall be calculated pursuant to 49 CFR 386.32(a).

[50 FR 2290, Jan 16, 1985. Redesignated at 61 FR 54709, Oct. 21, 1996, as amended at 62 FR 15424, Apr. 1, 1997]

§377.213 [Reserved]

§377.215 [Removed and Reserved]

[50 FR 2290, Jan 16, 1985. Redesignated at 61 FR 54709, Oct. 21, 1996, as amended at 62 FR 15424, Apr. 1, 1997; 66 FR 49871, Oct. 1, 2001; 68 FR 35113, June 11, 2003]

§377.217 Interline settlement of revenues.

Nothing in this part shall be interpreted as affecting the interline settlement of revenues from traffic which is transported over through routes composed of lines of common carriers subject to The Secretary's jurisdiction under 49 U.S.C. Subtitle IV, part B.

[50 FR 2290, Jan 16, 1985. Redesignated at 61 FR 54709, Oct. 21, 1996, as amended at 62 FR 15424, Apr. 1, 1997]

PART 356-379

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William A. Shaw
Prothonotary/Clerk of Courts

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Attorney for Plaintiff

NEW PENN MOTOR EXPRESS
Plaintiff

v.

W.W. ENGINE and SUPPLY, INC.
Defendant

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

: NO. 2006-2109

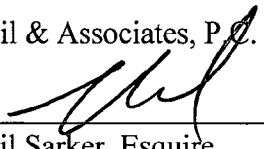
: CIVIL ACTION - LAW

Praeipce to Discontinue

To the Prothonotary:

Kindly discontinue the above-captioned action without prejudice.

Burton Neil & Associates, P.C.

By: 
Neil Sarker, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.

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

CIVIL DIVISION

New Penn Motor Express

Vs.

No. 2006-02109-CD

W. W. Engine & Supply 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 August 13, 2007, marked:

Discontinued

Record costs in the sum of \$85.00 have been paid in full by Courtney Kubista Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 13th day of August A.D. 2007.



William A. Shaw, Prothonotary