07-908-CD
David Nearhood vs Rider Ford Inc.

Civil Other-COUNT

Date		Judge
6/8/2007	New Case Filed.	No Judge
	Filing: Civil Complaint Paid by: Dave's Drywall Receipt number: 1919311 Dated: 6/8/2007 Amount: $85.00 (Check) 6 Cert. to Plaintiff.	No Judge
6/28/2007	Praecipe For Entry of Appearance, filed on behalf of Defendant, Rider Ford Inc., enter appearance of Susan E. Bardo, Esquire, and Jeffrey W. Stover, Esquire. Filed by s/ Susan E. Bardo, Esquire. no CC	No Judge
	Preliminary Objections, filed by s/ Susan E. Bardo, Esquire. No CC	No Judge
	Praecipe to Schedule Argument, filed by s/ Susan E. Bardo, Esquire. No CC	No Judge
7/5/2007	Preliminary Objections to Complaint, filed by s/James C. Warmbrodt, Esq. No CC	Fredric Joseph Ammerman
7/10/2007	Order, this 10th day of July, 2007, Argument on the Defendants' Preliminary Objections is scheduled for the 10th day of August, 2007 at 1:30 p.m. in Courtroom 1. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Stover	Fredric Joseph Ammerman
7/16/2007	Motion to Reschedule Argument, filed by s/ Susan E. Bardo Esq. 1CC Atty.	Fredric Joseph Ammerman
	Certificate of Service, filed. I hereby certify that I have this day caused the foregoing document to be served upon David L. Nearhood and Citizens Automobile Finance Corp., filed by s/ Susan E. Bardo Esq. 1CC Atty.	Fredric Joseph Ammerman
7/18/2007	Praecipe for Expedited Disposition of Motion, filed by Plaintiff 2 Cert. to Plaintiff	Fredric Joseph Ammerman
	Motion to Extend Time to File an Amended Pleading and Respone(s) to Preliminary Objections, filed by Plaintiff 2 Cert. to Plaintiff.	Fredric Joseph Ammerman
7/19/2007	Order, this 18th day of July, 2007, upon receipt of the Motion to Reschedule Argument filed on behalf of Defendant, Rider Ford, Inc., it is Ordered that argument on the Defendant's Preliminary Objection is rescheduled for the 12th day of Sept., 2007 at 3:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. ammerman, Pres. Judge. 1CC Atty. Bardo	Fredric Joseph Ammerman
8/7/2007	Certificate Prerequisite to Service of a Subpoena Pursuant to Pa.R.C.P. 4009.21, filed by Jeff L. Smith, Process Server for Plaintiff. 4 Cert. to Plaintiff.	Fredric Joseph Ammerman
8/13/2007	Praecipe to Schedule, filed by s/ James C. Warmbrodt, Esquire. No CC	Fredric Joseph Ammerman
8/21/2007	Order, this 20th day of August, 2007, it is Ordered that the Preliminary Objections To Complaint is scheduled for Sept. 12, 2007 at 3:00 p.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Warmbrodt	Fredric Joseph Ammerman
8/24/2007	Affidavit of Service of Order of Court, filed by s/ James C. Warmbrodt Esq. 1CC Atty.	Fredric Joseph Ammerman
9/6/2007	Notice of Documents or Things Received Via Subpoena For Discovery Pursuant to Rule 4009.23. Filed by s/ Jeff L. Smith, Process Server for Plaintiff. 1CC Jeff Smith	Fredric Joseph Ammerman
9/10/2007	Plaintiff's Petition For Leave to Amend New Matter - No. 1, filed by s/ David L. Nearhood, Plaintiff. 3CC Plff.	Fredric Joseph Ammerman
	Response to Preliminary Objection of Citizens Auto, filed by s/ David L. Nearhood, Plaintiff. 2CC Plff.	Fredric Joseph Ammerman
	Response to Preliminary Objection of Rider Ford, filed by s/ David L. Nearhood, Plaintiff. 2CC Plff.	Fredric Joseph Ammerman

Civil Other-COUNT

Date		Judge
9/17/2007	Order, this 12th day of Sept., 2007, following argument on Preliminary Objections filed on behalf of both Defendants, it is Ordered that counsel for Rider Ford file a brief with the Court along with a proposed Order within no more than 20 days from this date. (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Plff. 1223 Oak Grove Road, Morrisdale, PA 16858; 1CC Attys. Stover & Bardo, Warmbrodt	Fredric Joseph Ammerman
10/19/2007	Sheriff Return, June 11, 2007 at 8:55 am Served the within Complaint on Rider Ford Inc. by handing to Thomas Dry. June 14, 2007 Served the within Complaint on Citizens Automobile Finance Corp by certified mail. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Nearhood $67.23	Fredric Joseph Ammerman
	Order, this 19th day of Oct., 2007, Petition for Leave to Amend New Matter No. 1 is Dismissed. By The court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Plff. - 1223 Oak Grove Rd., Morrisdale, PA 16858; 1CC Attys: Stover, Bardo, Warmbrodt	Fredric Joseph Ammerman
10/22/2007	Order, this 19th day of Oct., 2007, after oral argument on Preliminary Objections filed on behalf of each Defendant, submission of briefs by Defendants and a Response to Preliminary Objections by Plaintiff, it is Ordered: (see original). By The court, /s/ Fredric J. Ammerman, Pres. Judge. CC to: Plaintiff; Attys Stover, Warmbrodt	Fredric Joseph Ammerman
11/13/2007	Affidavit of Service filed. That a copy of the Order of Court has been served the Plaintiff, David L. Nearhood, filed by s/ James C. Warmbrodt Esq. No CC.	Fredric Joseph Ammerman
11/28/2007	Answer and New Matter filed by s/ Susan E. Bardo, Esquire. No CC	Fredric Joseph Ammerman
12/12/2007	Order, this 11th day of Dec., 2007, it is Ordered that the Motion for an Extension to File an Answer filed by the Defendant, Citizens Auto Finance Corp., is Granted, and said Defendant is directed to file its Answer herein or or before Dec. 30, 2007. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Warmbrodt	Fredric Joseph Ammerman
12/19/2007	Application to Extend Time to File Plaintiff's Reply to Answer and Answer to New Matter, filed by Plff. 2 Cert. to Plaintiff.	Fredric Joseph Ammerman
	Plaintiff's Reply to Answer and Answer to New Matter, filed by Plaintiff 1 cert. to Plff.	Fredric Joseph Ammerman
	Notice and Demand for Jury Trial, filed by Plaintiff 3 Cert. to Plaintiff.	Fredric Joseph Ammerman
12/21/2007	Order, this 20th day of Dec., 2007, in consideration of the Plaintiff's Application to Extend Time to File Plaintiff's Reply to Answer And Answer to New Matter, it is Ordered that Plaintiff's Application/Motion is Granted, and the time is extended to Dec. 31st 2007, or until the day of filing of his Pleading if Plaintiff files it sooner than the deadline of the extended date given above. By the Court, /s/ Fredric J. Ammerman, Pres. Judge.	Fredric Joseph Ammerman
12/26/2007	Affidavit of Service filed. That a copy of the Order of Court has been served the Plaintiff, David L. Nearhood, filed by s/ James C. Warmbrodt Esq. 1CC atty	Fredric Joseph Ammerman
	Answer, New Matter, New Matter Pursuant to PA.R.C.P. 2252(d) and Counterclaim, filed by s/ James C. Warmbroadt Esq.. No CC.	Fredric Joseph Ammerman
1/8/2008	Plaintiff's Reply to Answer, And Answer to New Matter And New Matter Pursuant to PA.R.C.P., Rule 2252(D) And Counter-Reply to Counterclaim, filed by s/ David L. Nearhood, Plaintiff in propria persona. 3CC to Plaintiff	Fredric Joseph Ammerman

Civil Other-COUNT

Date		Judge
1/23/2008	Response to New Matter and New Matter pursuant to PA.R.C.P. 2252(d), filed by s/ Susan E. Bardo Esq. No CC.	Fredric Joseph Ammerman
11/10/2008	Motion For Sanctions and Motion for a Determined Ruling, filed by s/ David L. Nearhood, Plaintiff. 4CC to Plff.	Fredric Joseph Ammerman
11/13/2008	Rule, this 12th day of Nov, 2008, argument on Plaintiff's pro se Motion filed Nov. 10, 2008 shall be held on the 15th day of Dec., 2008 at 11:00 a.m. in Courtroom 1. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Plff - 1223 Oak Grove Rd., Morrisdale, PA 16858; 1CC Attys; Stover/Bardo, Warmbrodt	Fredric Joseph Ammerman
12/1/2008	Defendant's Answer to Plaintiff's Motion For Sanctions and Motion For Sanctions And Motion For Determined Ruling, and Motion to Withdraw or Amend Admissions, filed by s/ James C. Warmbrodt, Esquire. no CC	Fredric Joseph Ammerman
	Praecipe For Substitution of Verification, filed by s/ James C. Warmbrodt, Esquire. no CC	Fredric Joseph Ammerman
12/8/2008	Citizen's Auto Finance Corp.'s Motion For summary Judgment Against Plaintiff David L. Nearhood, filed by s/ James C. Warmbrodt, Esquire. No C	Fredric Joseph Ammerman
	Praecipe to Schedule, please schedule Plaintiff's Motion For Summary Judgment before a Judge for decision, filed by s/ James C. Warmbrodt, Esquire. No CC	Fredric Joseph Ammerman
12/11/2008	Order, this 11th day of Dec., 2008, it is Ordered that the hearing scheduled on Plaintiff's Motion for Sanctions and Motion for Determined Ruling for Dec 15, 2008 is continued to the 22nd day of Jan., 2009 at 1:30 p.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; Warmbrodt, Stover/Bardo; 1CC Plff - 1223 Oak Grove Road, Morrisdale, PA 16858	Fredric Joseph Ammerman
12/12/2008	Defendant's Motion to Continue Dec. 15, 2008 Hearing on Plaintiff's Motion, filed by s/ James C. Warmbrodt, Esquire. No CC	Fredric Joseph Ammerman
12/24/2008	Notice of Objection to Defendant's Praecpe for Substitution of Verification and Motion to Set Aside Praecipe, filed by Plaintiff 4 Cert. to Plaintiff.	Fredric Joseph Ammerman
12/26/2008	Application to Enlarge Time to File Plaintiff's Response in Opposition to Defendant's Motion For Summary Judgment, filed by s/ David L. Nearhood, Plaintiff. 4CC Plff.	Fredric Joseph Ammerman
12/29/2008	Scheduling Order, this 29th day of Dec., 2008, it is Ordered that argument on Plaintiff's Notice of Objection to Defendant's Praecipe for Substitution of Verification and Motion to Set Aside Praecipe shall be scheduled for Jan. 22 2009 at 1:30 p.m. in Courtroom 1. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Plff - 1223 Oak Grove Road, Morrisdale, PA 16858; 1CC Attys; Stover/Bardo, Warmbrodt	Fredric Joseph Ammerman
1/2/2009	Order, this 1st day of Jan., 2009, in consideration of the Plaintiff's Applicatio to Enlarge Time to File Plaintiff's Response and Brief in Opposition to Defendant's Motion For summary Judgment, it is Ordered that Plaintiff's Application/Motion is Granted; and the time is enlarged by a maximum of 15 days to Jan. 20, 2009 for Plaintiff to file a response to Defendant's Motion fo Summary Judgment, or until the day of filing of his Response and Brief in Opposition to Defendant's said Motion, if Plaintiff files his response documents soomer than the deadline of the enlarged date given above. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Plff - 1223 Oak Grove Road, Morrisdale, PA 16858	Fredric Joseph Ammerman
1/20/2009	Plaintiff's Response in Opposition to Defendant's Motion For Summary Judgment, filed by s/ David L. Nearhood, Plaintiff. 4CC Plff.	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas

ROA Report

Case: 2007-00908-CD

Current Judge: Fredric Joseph Ammerman

David L. Nearhoodvs.Rider Ford, Inc., et al

Civil Other-COUNT

Date		Judge
1/20/2009	Notice of and Supplemental Evidentiary Exhibits No. 1, filed by s/ David L. Nearhood, Plaintiff. 4CC Plff.	Fredric Joseph Ammerman
	Reply to Defendant's Answer to Plaintiff's Motion For Sanctions and Motion For Determined Ruling, and Motion to Withdraw or Amend Admissions, filed by s/ David L. Nearhood, Plff. 4CC Plff.	Fredric Joseph Ammerman
	Notice of Correction of Record and Amendment of Plaintiff's Complaint at Paragraph 24, Filed With Court Administrator Jan. 20, 2009, Due to Inadvertant Clerical Error and Mistake, filed by s/ David L. Nearhood, Plainti 4CC Plff.	Fredric Joseph Ammerman
1/28/2009	Notice of and Supplemental evidentiary Exhibits No. 2, filed by s/ David L. Nearhood, Plaintiff. 4CC Plff.	Fredric Joseph Ammerman
1/29/2009	Order, this 28th day of Jan., 2009, the parties have an additional 30 days to conduct discovery and to file the same with the record. Following receipt of this information the Court will render a decision on Defendant Citizens Automotive Finance Corporations's Motion for summary Judgment. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Plff. - 1223 Oak Grove Rd., Morrisdale, PA 16858; 1CC Attys: Stover/Bardo, Warmbrodt	Fredric Joseph Ammerman
2/17/2009	Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date, filed by s/ David L. Nearhood, Plaintiff. 4CC Plff	Fredric Joseph Ammerman
	Motion For Clarification on Prior Discovery Issues and for a Ruling on Prior Motions, filed by s/ David L. Nearhood, Plaintiff. 4CC Plff	Fredric Joseph Ammerman
	Notice of And Supplemental Evidentiary Exhibits No. 3, filed by s/ David L. Nearhood, Plaintiff. 4CC Plff.	Fredric Joseph Ammerman
	Notice of Correction of Record and Amendment of Plaintiff's Notice of Rescission and Revocation of Acceptance of Contract - Citizen's Auto finance Corp. - Served June 6, 2007. filed by s/ David L. Nearhood, Plaintiff 4CC Plff	Fredric Joseph Ammerman
	Plaintiff's Request For Admissions No. 2 to Defendant Citizen's Auto Financ Corp., filed by s/ David L. Nearhood, Plaintiff. 4CC Plff.	Fredric Joseph Ammerman
	Notice of Correction of Record and Amendment of Plaintiff's Notice of Rescission and Revocation of Acceptance of Contract - Rider Ford Inc. - Served June 6, 2007. Filed by s/ David L. Nearhood, Plaintiffl. 4CC Plff.	Fredric Joseph Ammerman
2/27/2009	Motion to Compel Compliance of Sufficient Answers to Discovery By Defendant Rider Ford, Inc., filed by s/ David L. Nearhood, Plaintiff. 3CC to Plff	Fredric Joseph Ammerman
3/3/2009	Order, this 2nd day of March, 2009, Plaintiff's Motion to Compel Compliance of Sufficient Answers to Discovery by Defendant Rider Ford, Inc. is DENIED By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Stover/Bardo, Warmbrodt; 1CC Plff. - 1223 Oak Grove Rd., Morrisdale, pa 16858	Fredric Joseph Ammerman

Civil Other-COUNT

Date		Judge
3/4/2009	Order, this 3rd day of march, 2009, 1. Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date is Denied as premature. 2. The Plaintiff's Motion for sanctions and Motion for A Determined Ruling filed Nov. 10, 2008 is Dismissed. 3. Plaintiff's Notice of objections to Defendant's Praecipe for Substitution of Verification filed Dec. 24, 2008 is Dismissed. 4. The Motion for Clarification on Prior Discovery Issues and for a Ruling or Prior Motions is Dismissed. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Stover/Bardo, Warmbrodt; 1CC Plff. - 1223 Oak Grove Rd., Morrisdale, PA 16858	Fredric Joseph Ammerman
3/24/2009	Motion For Leave of Court to Conduct Additional Discovery and Resubmit Requests and Remove Objections by Defendant Per Previous Reservation (rights by Plaintiff, filed by s/ David L. Nearhood, Plaintiff. 3CC Plff.	Fredric Joseph Ammerman
	Plaintiff's Request For Admissions No. 3 to Defendant Citizen's Auto Financ Corp., filed by s/ David L. Nearhood, Plaintiff. 3CC Plff.	Fredric Joseph Ammerman
3/25/2009	Order, this 25th day of March, 2009, it is Ordered that the Plaintiff's Motion for Leave of Court to Conduct Additional Discovery is DENIED. by The Cou /s/ Fredric J. Ammerman, Pres. Judge. 1CC Plff. - 1223 Oak Grove Rd., Morrisdale, PA 16858; 1CC Atty Stover/Bardo; 1CC Atty. Warmbrodt	Fredric Joseph Ammerman
4/3/2009	Motion to Reconsider Motion to Proceed forward to Trial and Set Jury Selection and Trial Date, filed by David L. Nearhood-plff. 3CC plff.	Fredric Joseph Ammerman
	Order, this 3rd day of April, 2009, Plaintiff's Motion to Reconsider to Proceed Forward to Trial and Set Jury Selection and Trial Date is Dismissed. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atts: Stover/Bardo, Warmbrodt; 1CC D. Nearhood, 1223 Oak Grove Rd., Morrisdale, PA 16858	Fredric Joseph Ammerman
4/13/2009	Defendant's Motion For Protective Order, filed by s/ James C. Warmbrodt, Esquire. no CC	Fredric Joseph Ammerman
4/14/2009	Order, this 13th day of April, 2009, Defendant's Motion For Protective Order is Granted. Defendant shall not be required to respond to Plaintiff's Requests for Admissions no. 3 filed March 24, 2009 and Plaintiff shall serve no additional requests for discovery on Defendant, Citizens Auto Finance Corp., without furthur Order of Court. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Plff. & Def Atty.	Fredric Joseph Ammerman
4/23/2009	Plaintiff's Response in Opposition to and Motion to Reconsider Court Order Granting Defendant's Motion for Protective Order and Motion for Sanctions, filed by Plaintiff 3 Cert. to Plaintiff.	Fredric Joseph Ammerman
	Motion for Leave of Court to Conduct Additional Discovery Requests for Admissions No. 4, filed by Plaintiff 3 Cert. to Plaintiff.	Fredric Joseph Ammerman
4/28/2009	Order, AND NOW, this 27th day of April, 2009, Court being in receipt of Plaintiff's Pro Se Motion for Leave of Court to Conduct Additional Discovery Requests for Admissions No. 4 and Motion to Reconsider Court Order Granting Defendant's Motion for Protective Order and Motion for Sanctions, Order that Motions are Denied. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Plaintiff One CC Attorneys Stover/Bardo and Warmbrodt	Fredric Joseph Ammerman

Civil Other-COUNT

Date		Judge
5/14/2009	Order AND NOW, this 14th day of May 2009, upon consideration of Defendant Citizens Auto Finance Corporation's Motion for Summary Judgment, it is the ORDER of this Court that it be and is hereby GRANTED IN PART and DENIED IN PART as follows: (see original for details) BY THE COURT: /S/Fredric J. Ammerman, P. Judge. 1CC Attys: Warmbrodt and Stover/Bardo and 1CC Plff @ 1223 Oak Grove Rd., Morrisdale, PA 16858.	Fredric Joseph Ammerman
5/26/2009	Motion to Reconsider Court Order Granting Defendant's Motion for Summar Judgment, (and Proceed Forward to Trial and Set Jury Selection and Trial Date) filed by David L. Nearhood-plff. 3CC plff.	Fredric Joseph Ammerman
6/2/2009	Order this 27th day of May 2009, the Court being in receipt of the Plaintiff's pro se Motion to Reconsider Court Granting Defendant's Motion for Summa Judgment, it is the ORDER of this Court that the said Motion be and is hereby DENIED. Additionally, it is the ORDER of this Court that a pre-trial conference with the Plaintiff and Defendant Rider Ford be and is hereby scheduled for the 2nd day of July 2009 at 9:000 in Chamber. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC plff @ 1223 Oak Grove Rd., Morrisdale, PA 16858 and 1CC Attys: Warmbrodt, Stover/Bardo.	Fredric Joseph Ammerman
7/7/2009	Order, this 2nd day of July, 2009, following pre-trial conference, it is Orderec Jury Selection will be held on July 23, 2009 at 9:00 a.m. in Courtroom 1. Jury Trial is scheduled for Nov. 16 and 17, 2009 at 9:00 a.m. in courtroom 1 (see original) By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Stover/Bardo, Warmbrodt; 1CC Plff - 1223 Oak Grove Rd., Morrisdale PA 16858	Fredric Joseph Ammerman
7/16/2009	Defendant's Motion to Bifurcate Action and to Schedule Trial Before a Panel of Arbitrators, filed by s/ James C. Warmbrodt, Esquire. No CC	Fredric Joseph Ammerman
	Defendant's Motion Pursuant to Pa. R. C. P. 1075.1 For The Issuance of a Writ of Seizure, filed by s/James C. Warmbrodt, Esquire. No CC	Fredric Joseph Ammerman
7/20/2009	Order of Court, AND NOW, this 20th day of July, 2009, Ordered that Defendant's Motion is Granted, Re: matter bifurcated and action referred for trial before panel of arbitrators. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorney Warmbrodt	Fredric Joseph Ammerman
	Order of Court, AND NOW, this 20th day of July, 2009, Ordered that Defendant's Motion Pursuant to Pa.R.C.P. 1075.1 for Issuance of a Writ of Seizure is Granted. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorney Warmbrodt	Fredric Joseph Ammerman
7/27/2009	Affidavit of Service filed. On or about July 23, 2009, defendant received a signed Order of Court and on or about July 24, 2009 defendant mailed the Order of Court to Plaintiff, filed by s/ James C. Warmbrodt Esq. No CC.	Fredric Joseph Ammerman
	Affidavit of Service filed. On or about July 23, 2009, defendant received a signed Order of Court and on or about July 24, 2009 defendant mailed the Order of Court to Plaintiff, filed by s/ James C. Warmbrodt Esq. No CC.	Fredric Joseph Ammerman
8/31/2009	Filing: Praecipe for Writ of Seizure Paid by: Weltman, Weinberg & Reis Co. L.P.A. Receipt number: 1930973 Dated: 8/31/2009 Amount: $20.00 (Check) For: Citizens Automobile Finance Corp. (defendant) 1 Cert. with Writ of Seizure to Sheriff.	Fredric Joseph Ammerman
	Expert Witness List, filed by s/ David L. Nearhood, Plaintiff. 3CC Plff	Fredric Joseph Ammerman
10/2/2009	Motion In Limine, filed by s/ Jeffrey W. Stover, Esquire. 3CC Atty. Kesner (on behalf of Atty. Stover)	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas

ROA Report

Case: 2007-00908-CD

Current Judge: Fredric Joseph Ammerman

David L. Nearhoodvs.Rider Ford, Inc., et al

Civil Other-COUNT

Date		Judge
10/8/2009	Rule, this 6th day of Oct., 2009, a Rule is granted on the Plaintiff. This Rule is returnable for hearing on the 19th of Oct., 2009, at 10:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Stover	Fredric Joseph Ammerman
10/14/2009	Motion to Reschedule, filed by Atty. Stover 1 Cert. to Atty.	Fredric Joseph Ammerman
	Order, this 14th day of Oct., 2009, Motion to Reschedule is GRANTED and argument on Defendant Rider Ford's Motion in Limine is rescheduled from Oct. 19, 2009 at 10:00 a.m. to the 27th of Oct. 2009 at 3:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Cert. to Atty.	Fredric Joseph Ammerman
10/16/2009	Plaintiff's Reply to Defendant's Motion in Limine, filed by s/David L. Nearhood, Plff. 3CC Plff.	Fredric Joseph Ammerman
	Rule, this 15th day of Oct., 2009, a Rule is granted on Plaintiff. Rule Returnable for hearing on the 27th day of Oct. 2009 at 3:00 P.M. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Bardo	Fredric Joseph Ammerman
10/28/2009	Order, this 27th day of Oct., 2009, following argument on the Defendant's Motion in Limine, it is Ordered: (see original). By the Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Nearhood, Stover, Warmbrodt	Fredric Joseph Ammerman
11/9/2009	Certificate of Service, filed. On Nov. 9, 2009. a copy of the attached Subpoena to Attend and Testify (for Mark Nearhood) by depositing a true ar correct copy in U.S. Mail to: Jeffrey W. Stover Esq. and James C. Warmbrodt Esq., filed by s/ David L. Nearhood. 2CC plff.	Fredric Joseph Ammerman
	Certificate of Service, filed. On Nov. 9, 2009 a copy of the attached Subpoena to Attend and Testify (for George Campbell) by depositing a true and correct copy in U.S. Mail to: Jeffrey W. Stover Esq. and James C. Warmbrodt Esq., filed by s/ David L. Nearhood. 2CC p.ff.	Fredric Joseph Ammerman

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL ACTION- (LAW) ~~(EQUITY)~~

No. 2007-908-CD

Type of Case: **BREACH OF CONTRACT**

Type of Pleading: **COMPLAINT**

Filed on Behalf of:
PLAINTIFF
(Plaintiff / ~~Defendant~~)

DAVID L. NEARHOOD
Plaintiff

VS.

RIDER FORD, INC.
Defendant

AND

CITIZENS AUTO FINANCE CORP.
Defendant

Counsel of Record for this Party:

David L. Nearhood, In Propria Persona
~~(Name of Attorney)~~

Supreme Court No.: **N / A**

(Firm Name, if any)

1223 Oak Grove Road
(Address 1)

Morrisdale, Pennsylvania 16858
(Address 2)

(814) 342-7464
(Phone)

Dated: June 8, 2007

David L. Nearhood
(Signature)

FILED
JUN 08 2007
0/8:35/nocc
William A. Shaw
Prothonotary/Clerk of Courts
6 CERT TO
PLAINTIFF

David L. Nearhood Plaintiff
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO. _____**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. 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.

Court Administrator
Clearfield County Courthouse
230 East Market & North Second Street
Clearfield, Pa 16830
(814) 765-2641, Ext. (5982)

David L. Nearhood Plaintiff
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO. _____**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

COMPLAINT

I. - FACTS, ISSUES, BASIS OF ACTION AND CLAIMS OF THE CASE

1. The Plaintiff is David L. Nearhood, a sovereign individual, with his home address located at 1223 Oak Grove Road, Morrisdale, Pennsylvania 16858 ("Plaintiff").
2. Defendant Number One is Rider Ford, Inc., a Ford truck dealer, also known as Rider Ford, and is a corporation with its offices and last known mailing address at 1001 Walton Street, Phillipsburg, Pennsylvania 16866 ("Defendant 1").

3. Defendant Number Two is Citizens Automobile Finance Corp., a finance credit company, also known as Citizens Auto Finance Corp, and is a banking corporation with its offices and last known mailing address at P.O. Box 255587, Sacramento, California 95865-5587 ("Defendant 2").

4. On or about December 30, 2006, the Plaintiff David L. Nearhood signed and executed a written sales contract agreement, entitled "Buyer's Order" (the "Contract"), with Defendant 1, Rider Ford, Inc., for the purchase, delivery and financing under certain terms and conditions Plaintiff specified, of a new 2006 Ford S-DTY F-250 truck in the original principal amount of $28, 602.50 with a cash downpayment of $6,500.00 that was made by Plaintiff, and the unpaid balance of $22, 102.50 that was agreed to be financed thereunder by Defendant 2, Citizen's Automobile Finance Corp. A true and correct copy of the Contract is attached hereto as **Exhibit A** and incorporated herein by reference.

5. On or about December 29, 2006, the previous day, the Plaintiff David L. Nearhood in the offices of Defendant 1, signed and executed a written financing agreement for the unpaid balance of $22, 102.50, and together with the total titling, license and Motor Vehicle registration fees of $93.50 that were paid by or for Plaintiff, entitled "Retail Installment Contract" (the "Finance Agreement"), and containing an attached "rider" clause entitled "Seller's Assignment", with Defendant 2, Citizens Automobile Finance Corp., to obtain the necessary credit for the purchase, delivery and financing under those certain terms and conditions Plaintiff specified, of a new 2006 Ford S-DTY F-250 truck. Neither Defendant 2 banking corporation nor any of its representatives were present that day in the offices of Defendant 1, but Defendant 1 filled out the Finance Agreement paperwork

on behalf of Defendant 2 and handed it to Plaintiff for him to sign. A true and correct copy of the Finance Agreement with the attached "rider" Seller's Assignment clause, is attached hereto as **Exhibit B** and incorporated herein by reference.

6. The Plaintiff hereby asserts a cause of action[38-39, 42-60] for breach of contract ex contractu for fraud, misrepresentation, deception, concealment, negligence, invalid contract, illegal contract, defacto contract, and unconscionable contract or *contra bonos mores*[41] [Latin: "against good morals"]; and the Defendants are hereby joined by mandatory joinder, and Plaintiff joins Defendant 1 and Defendant 2, both or any one of them as liable to the Plaintiff on and by reason of the breach of the contractual obligation[40] being sued upon, regardless of the capacities in which such Defendants are respectively liable, or whether they are primarily or secondarily or severably liable or whether their liabilities arise from the same or separate acts or undertakings.
7. Plaintiff hereby reserves all his rights in joiner of defendants and asserts that a series or sequence of transactions or occurrences in this matter gives rise to more than one cause of action heretofore asserted in assumpsit and trespass, against the same person, including causes of action in the alternative, and Defendants are therefore joined in separate counts in the action against each Defendant person.
8. Plaintiff hereby joins the Defendants as persons against whom the plaintiff asserts any right to relief jointly, severally, separately or in the alternative, in respect of or arising out of the same transaction, occurrence, or series of transactions or occurrences as there is a common question of law or fact affecting the liabilities of all such persons arising in this action.

9. As part of the certain oral terms and conditions in the Contract that Plaintiff specified with Defendant 1 and binding upon Defendant 2 for the purchase, delivery and financing of the truck, the dealer and seller Defendant 1 agreed and represented to Plaintiff, and by extension and by the doctrine of mutual implied assumpsit, Defendant 2 also therefore agreed, and told Plaintiff that they would sell, deliver and finance to him a new 2006 Ford S-DTY F-250 truck registered via the Pennsylvania DMV/DOT MV-1 Application for Title form, with the maximum Gross Vehicle Weight Rating ("GVWR") for this class of truck around 9500 lbs, or about 4.75 tons total load capacity so that Plaintiff could obtain a vehicle necessary in his livelihood and line of work or occupation to make money and to be able to legally haul net loads of at least around 2000 lbs., or about 1 ton or more net load capacity. Defendant 1 also willfully put down the wrong vehicle insurance info on the MV-1 Application for Title form even though the Plaintiff repeatedly told him it was wrong before he filled this info out on the form, saying and insisting that "it did not matter". A true and correct copy of the Application for Title MV-1 form is attached hereto as **Exhibit C** and incorporated herein by reference.

10. No gross vehicle weight rating was listed by the seller as required by and in compliance with the law by Defendant 1 on the MV-1 form under the "Vehicle Description" section of the GVWR, it was left blank and the MV-1 form was also not signed by the seller as required by law before filing with the PA DMV/DOT agency responsible for issuing titles and registration.

11. No gross vehicle weight rating was listed by the creditor/assignee as required by law by Defendant 2 under the gross vehicle weight section of the Financing Agreement form , it

was left blank and the Financing Agreement form was also not signed by the creditor as required by law, and, **as is Required to Validate Contract per Truth-in-Lending Disclosure Act (Regulation "Z") per Truth-in-Lending Disclosure Act (Regulation "Z") and Other Federal and State Laws Regarding Validation of Contract,** and the creditor/assignee Defendant 2 NEVER exercised due diligence by return of a signed copy of the Retail Installment Contract/Financing Agreement to the Plaintiff; wherefore the Finance Agreement contract is invalid on its face and thereby null and void *ab initio*, and the creditor/assignee NEVER exercised due diligence by seeing to it that the seller entered, adjusted or fixed the gross vehicle weight section of the Contract paperwork and that the seller met all covenants and conditions of the Contract per the assignee clause, wherefore there exists several additional grounds[30-37, 42-60] for the Court to declare the entire Contractual arrangement invalid and thereby null and void.

12. **The Sellers Assignment clause in the Financing Agreement and the terms of the Finance Agreement at the "Notice" section is very conspicuous** wherein it states in all bold caps, "ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OR GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR" it **both binds the seller (Defendant 1); and by the Doctrine of mandatory assumpsit, implied assumpsit, they also bind Defendant 2**; and Plaintiff hereby asserts in assumpsit and trespass doctrine, against both of said Defendants, for primary liability, joint liability, but including causes of action in the

alternative for secondary liability and implied mutual liability for Defendant 2.

13. The Plaintiff hereby asserts another cause of action[42-60] whereby the seller/dealer Defendant 1 in this action, Rider Ford, Inc., has apparently committed contract fraud and fraudulent concealment wherein he willfully failed or refused to sign the Odometer Disclosure Statement but falsely stated on the form that it read only 15 miles, in violation of both Federal and State law, even though the Plaintiff David L. Nearhood told Defendant 1 representative and salesman Thomas C. Dry that the Odometer had more than 15 miles on it. The Plaintiff also notes here in regards to the mileage statement, that on the Contract Form, **Exhibit A**, that the Defendant 1 and Mr. Thomas C. Dry filled out and did sign, it was stated and checked in the check box that the vehicle was being sold as a "New" vehicle. A true and correct copy of the Odometer Disclosure Statement is attached hereto **as Exhibit D** and incorporated herein by reference.

14. The applicant Plaintiff was also given a copy of a "PENNSYLVANIA NOTICE TO APPLICANT BUYER OPTIONAL PRODUCTS NOT REQUIRED TO OBTAIN FINANCING" for which no signature was provided by either the seller, Defendant 1, or the creditor, Defendant 2, **as is Required to Validate Finance Agreement per Truth-in-Lending Disclosure Act (Regulation "Z").** A true and correct copy of the Pennsylvania Notice to Applicant Buyer Optional Products Not Required to Obtain Financing is attached hereto as **Exhibit E** and incorporated herein by reference.

15. In addition, the Plaintiff hereby asserts and makes further statement and claim that when he took delivery of the truck, on December 30, 2006, Plaintiff noticed that Defendant 1, the dealer, had failed to put any gross vehicle weight rating on the Contract that the

Plaintiff and Defendant 1 had signed and mutually agreed upon previously as a condition of purchasing the truck, and when Plaintiff pointed this fact out to said defendant and repeated their previous mutual verbal agreement to raise the GVWR to the maximum 9500 lbs legally allowable rated, the dealer then refused to cooperate in any meaningful fashion over the next 3 weeks to rectify the problem except to raise the "registered" GVWR figure to 6400 lbs, and this was in spite of several attempts since delivery was taken up until the present time as of the date of this Complaint being filed.

16. On or around January 18, 2007, Defendant 1, after much prodding by Plaintiff, finally did a weight scale rating at Veoila Environmental Services Greentree Landfill, LLC., and had the gross vehicle weight rating registered only at just over 6,560 lbs, whereas the actual stored tare weight of the truck measured at 6,280 lbs, yielding only a paltry 280 lbs legal net weight load capacity. This tare weight of the truck is what registered on the scales when Plaintiff had in the truck approximately 1/2 tank of gas and a rubber bedmat, broom, nylon tow rope and running boards. The truck came with a full tank of gas when Plaintiff took delivery of the truck, and the tank's capacity is 39 gallons with gasoline weighing approximately 8 lbs per gallon. Therefore, the true tare weight on a full tank would be adjusted upwards by 156 lbs to 6436 lbs, about the same as Defendant 1 initially put the declared registration GVWR, which meant the absurdity that Plaintiff could legally haul almost nothing, barely 124 lbs. in net weight load. A true and correct copy of the Veoila Environmental Services Greentree Landfill, LLC Certified Tare Weight Ticket is attached hereto as **Exhibit F** and incorporated herein by reference.

17. On or about March 1, 2007, the day previous to receiving the new registration certificate

in the mail from the dealer's "efforts" as outlined in Paragraph 18, *infra*, the Plaintiff complained to the State of Pennsylvania Attorney General's Office in Harrisburg, and their reply was essentially that they would intervene with the creditor Citizens Automobile Finance Corp. to repair his credit and allow him to have the Sales Contract reinstated that Plaintiff made no payments on, since taking delivery of the truck. A true and correct copy of the Consumer Complaint Form that Plaintiff Filed with the Attorney General's Office is attached hereto as **Exhibit G** and incorporated herein by reference.

18. On or about February 28, 2007, after the Plaintiff complained again to Defendant 1 Rider Ford, Inc., in response from the Defendant, he received in the mail on or about March 7, 2007, a new registration certificate bumping the GVWR up only slightly a token amount to only 7000 lbs., still far below what Plaintiff told the Defendant 1, Rider Ford, Inc., what he needed, **and still far insufficient to Accommodate Plaintiff's Request to Assure He Could Haul Legal Loads for His Occupation at or near 1.5 Tons (3000 lbs) Net Load Weight** A true and correct copy of the 03/02/07 Registration Certificate showing registered GVWR at only 7000 lbs. is attached hereto as **Exhibit H** and incorporated herein by reference.

19. Plaintiff made no payments on the truck sales Contract he signed because it is his position and he therefore Claims that the Defendants' actions are and were fraudulent, that they effectively engaged in concealment, deception and misrepresentation from the beginning hitherto, and Plaintiff further hereby claims that therefore, the Contract and the associated Finance Agreement are both null and void ab initio, from the very beginning, and that Plaintiff had and has no obligation to perform on his end of the agreement

except to return the truck at no extra charge due from him (per 13 Pa.C.S. § 2601 - 2602; UCC § 2-602(2)(b), and per rescission, and revocation of acceptance of contract[61-62] due to fraud[42-60]) to the dealer or creditor if the Co-Defendants (Defendant 1 and Defendant 2) failed to specifically perform to their mutual obligations to Plaintiff in seeing that the vehicle was properly registered with the correct maximum gross vehicle weight rating GVWR of the truck, as he made known and was requested by Plaintiff in his original terms and conditions for buying the truck. Plaintiff has previously verbally notified Defendants or Defendant's agents by phone and by Certified Mail of his position regarding the fraud and concealment issues, and of the rescission and revocation of acceptance of contract. Plaintiff hereby notifies Defendants again in writing of the same, as of this date, of the filing of this Complaint.

20. Shortly after having received the new registration certificate in the mail increasing the GVWR only slightly a token amount upwards to 7000 lbs., the Plaintiff contacted and was spoken to by Pennsylvania State Police Trooper Michael Green of the Criminal Fraud Division of the Clearfield Barracks, and Trooper Green advised him that Plaintiff needed to file an application known as an MV-41, "APPLICATION FOR CORRECTION OF VEHICLE RECORD OR VERIFICATION OF VEHICLE IDENTIFICATION NUMBER". The Plaintiff was also told that he needed to get the GVWR changed on the title also. A true and correct copy of the MV-41 - APPLICATION FOR CORRECTION OF VEHICLE RECORD OR VERIFICATION OF VEHICLE IDENTIFICATION NUMBER, is attached hereto as **Exhibit I** and incorporated herein by reference.

21. Pennsylvania State Police Trooper Michael Green of the Clearfield Barracks, at Clearfield County, PA also conducted an official Civil and Criminal Fraud Investigation, and filed a State Police Fraud Investigation Report. The Plaintiff hereby gives Judicial Notice to the Court that he intends to subpoena state Trooper Green with a *Subpoena Duces Tecum* for his official State Police Fraud Investigation Report, along with all field notes he took, as evidence to be presented in and to help prove Plaintiff's case at trial.

22. Plaintiff at this point no longer desires to keep the truck and he desires to seek a ruling from this Honorable Court for a declaratory judgment releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the Defendants because it is his position and he therefore Claims that the Defendants' actions are and were fraudulent[42-60], that they effectively engaged in concealment, deception and misrepresentation from the beginning hitherto, and Plaintiff further hereby claims that therefore, the Contract and the associated Finance Agreement are both null and void ab initio, from the very beginning, and that Plaintiff had no obligation then and has no current obligation now to specifically perform on his end of the contract agreements except to return the truck to the dealer or creditor at no extra charge or cost to the Plaintiff to either of the Co-Defendants (Defendant 1 and Defendant 2) since they failed on their end to specifically perform to their mutual obligations to Plaintiff.

23. Furthermore, Plaintiff herein asserts and affirmatively makes claim that it is Defendant 1 who has liability to Defendant 2 and not the Plaintiff because of the Seller's Assignment clause in the Retail Installment Contract giving liability of the Seller for the expenses of

repossession of the vehicle to the Creditor in the event the Plaintiff Buyer / Debtor sues in a judicial proceeding for breach of contract of the defendant seller and the court finds for the Plaintiff Buyer / Debtor and either the Contract or the secured Finance Agreement or both are found null and void, see 13 Pa.C.S. § 9203(b)(1), and no enforceability of contract may be laid against Plaintiff in this case on grounds that value has not been given buyer/Plaintiff for what he bargained for[32], and 13 Pa.C.S. § 9404, in conjunction with the Finance Agreement assignment clause, which provides Plaintiff certain rights in laying claims or defenses against assignor that assignee must assume, pay or reimburse assignor or debtor[32]; and furthermore for the second reason that Defendant 2 Creditor failed to sign and give a signed copy to Plaintiff of his Finance Agreement, thereby an additional reason making the Retail Installment Contract null and void and releasing Plaintiff from any liability.

24. On or about May 9, 2007, the Plaintiff, in order to gain more evidence to the end of proving his claims in Paragraphs 1 thru 23, *supra*, of this Complaint, and to help prove his case that the dealer tampered with the weight results and gave him inaccurate ratings, took and hauled the truck to the Interstate Scales Kwik Fill Plaza in Kylertown, PA to get a certified reconstruction as near as possible of the true tare weight of the truck in the original weight and equipment configuration condition the truck was in with a full tank of gas when he originally took delivery of the vehicle from the dealer. A true and correct copy of the Interstate Scales Kwik Fill Plaza Certified Tare Weight Ticket is attached hereto as **Exhibit J** and incorporated herein by reference.

25. Plaintiff herein declares that this Complaint is not subject to and is not eligible for

arbitration and further certifies that neither the Contract nor the Finance Agreement contains an arbitration clause.

II. - DAMAGES AND RELIEF SOUGHT

26. The Plaintiff, David L. Nearhood, herein states and affirms that he has been financially damaged and Defendants have caused Plaintiff and his family great frustration and detrimental harm to his physical health and well-being, and mental and emotional upset, anguish, stress and considerable financial distress, injuries and damages have been brought and intentionally inflicted upon Plaintiff by Defendants to his mental and emotional state, and to his property rights, financial interests, and to his livelihood and to his earnings by the reckless, careless, negligent and fraudulent and deceptive concealment actions and omissions of the Co-Defendants (the "Defendants - Defendant 1, Rider Ford, Inc. and Defendant 2, Citizens Automobile Finance Corp.), whether acting alone, together, in-concert, jointly, separately or severably, or in the alternative, in respect of or arising out of the same transaction, occurrence, or series of transactions or occurrences as there is a common question of law or fact affecting the liabilities of all such persons arising in this action.

27. Plaintiff therefore, (1.) besides the relief sought in Paragraph 22 above seek a ruling from this Honorable Court for a declaratory judgment that the instruments he signed with the Defendants are null and void, releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the

Defendants; also (2.) seeks judgment against Defendants, jointly and severably, for award of damages plus reimbursement of costs and expenses together with accrued interest.

28. The outstanding amounts due Plaintiff that he seeks judgment via this Complaint are itemized as follows:

Return of Downpayment on Truck -	$2,000.00
Return of Rebate as Liquidated Damages -	$4,500.00
Expenses for Titling, Licensing and Registration -	$ 93.50
Expenses for Required Equipment Upgrades and Maintenance -	$ 496.29
Accrued Vehicle Insurance Costs thru June 3, 2007 @ $185/bi-monthly -	$ 740.00
Accrued Vehicle Storage Costs @ $50.00 per diem 12/30/06 - 06/03/07 -	$7,700.00
Accrued Interest at 8.49% APR Returned as Liquidated Damages -	$7,287.42
Legal Expenses for Typing Services, Copying, Printing Costs -	$ 382.00
Damages for Loss of Income, not having truck legal load capacity from January 1, 2007 forward to June 3, 2007 @ $500 per week -	$11,000.00
Punitive Damages for Fraud, Concealment and Misrepresentation -	$20,000.00
Mental Anguish, Stress, Emotional Distress, Suffering -	$5,000.00
Total Amount Due	**$59,199.21**

Interest continues to accrue under the Complaint from June 3,, 2007 forward at 8.49% per annum; $6.84 per diem.

29. The Plaintiff is also entitled to reimbursement for reasonable ongoing legal expenses and court costs incurred in this matter.

III. - MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF COMPLAINT

30. Pursuant to Title 10, Pennsylvania Code, at 10 Pa. Code § 13.11. (a), (c)(1), (c)(2), and (d)(2).: Limits on indebtedness of one customer - The truck loan of Plaintiff David L. Nearhood is excluded from any indebtedness he may have to which the indebtedness limitation applies.

31. The parameters of which the Defendants Rider Ford, Inc. and Citizens Automobile Finance Corp. and Plaintiff David L. Nearhood are all mutually bound is found in the Pennsylvania Uniform Commercial Code (the U.C.C.) definitions at 13 Pa.C.S. § 120. : **Agreement** - The bargain of all the Plaintiff and Defendant parties in fact as found in the language, *or by implication from other circumstances* including course of dealing or usage of trade or course of performance as provided in this title, which includes all the verbal agreements for Defendants to deliver the truck with a *properly registered maximum gross vehicle weight rating per customer's specific request*. **Contract** - The *total legal obligation which results from the aforesaid agreement of all the Plaintiff and Defendant parties*, as affected by this title, *with the contents in writing, and all verbal agreements to supply the truck with the max GVWR rating as requested by customer, and any other applicable rules of law*.

32. Division 9 provisions of 13 Pa.C.S. in the Pennsylvania U.C.C., relating to secured transactions, are relevant and apply in Plaintiff's case for the vehicle insurance required by the Contract and Finance Agreement as well as the truck transfer itself, and in particular, 13 Pa.C.S. § 9203(b)(1), provides that no enforceability of contract may be laid against Plaintiff in this case on grounds that value has not been given buyer/Plaintiff for what he bargained for since Defendants failed to deliver to Plaintiff possession and

title to the vehicle with a properly licensed GVWR on the truck, and 13 Pa.C.S. § 9404, in conjunction with the Finance Agreement assignment clause, which provides Plaintiff certain rights in laying claims or defenses against assignor that assignee must assume, pay or reimburse assignor or debtor[23].

33. The Plaintiff hereby positively affirms and lays claim or otherwise makes defense to any counterclaim of either of the Defendants that the Sales Contract Agreement (the "Contract") and the Retail Installment Contract (the "Finance Agreement") are BOTH defective and null and void *ab-initio* on grounds THAT (1.) they lack sufficiency of description, as required by 13 Pa.C.S. § 9108, or in the alternative, THAT (2.) they lack ALL the elements necessary to meet the requirements fully of sufficiency of description, again, as is required by 13 Pa.C.S. § 9108 .

34. In the Pennsylvania Motor Vehicle Sales Financing Act (the "Act") at 69 P.S. § 614(A), it states, "*Every installment sale contract shall state the full names and addresses of all the parties thereto, the date when signed by the buyer, and shall contain a description of the motor vehicle sold which shall be sufficient for accurate identification*". Plaintiff herein affirmatively lays claim and shows that the vehicle description is deficient and insufficient for identification purposes in that the MV-1 Form (**Exhibit C**) as part of the Buyer's Agreement (**Exhibit A**) dealer paperwork and the Finance Agreement or Retail Installment Contract (**Exhibit B**) each fails to state and disclose the body, type, gross vehicle weight rating, and major items of equipment sold, on the contract form agreements in the respective "Vehicle Description" or "Description of Vehicle" sections, where indicated they should be stated. Section 614(B) of the Act provides the following,

that "*Every installment sale contract shall set forth clearly and conspicuously in writing the following separate items as such and other information as applicable*". **Plaintiff positively asserts and herein states that for a truck, the gross vehicle weight rating is one of the applicable required "other information as applicable" items in the Vehicle Description section of the contract forms agreements.** And Section 614(C) requires that " *Every installment sale contract shall provide a description that reasonably identifies any collateral security in which a security interest is provided to secure the buyer's obligation pursuant to 13 Pa.C.S. § 9108 (relating to sufficiency of description), including the motor vehicle and any other collateral*". Plaintiff therefore affirms and states, THAT for a truck, and especially when the buyer had repeatedly requested it prior to signing, a sufficient and reasonable and applicable description must include, but not be limited to the listing of the (max) Gross Vehicle Weight Rating or GVWR of the truck.

35. The Defendants each, separately, severably, severally or jointly, violated Section 615 of the Act by the seller or dealer permitting or encouraging the Plaintiff to execute the installment sales contract (by proxy for the finance company) to be executed in blank i n one or more critical sections such as in the "Description of Vehicle" section , and the purchaser could not and cannot under 69 P.S. Section 632 waive said violations of Defendants by having driven or by continuing to drive the vehicle after all the financing terms had been disclosed. Berke v. Keystone Dodge, Inc., 14 Pa. D & C.3d 641 (1980).

36. The Defendants were each contributorily negligent and misrepresented and fraudulently and deceptively concealed their intent not to honor Plaintiff's reasonable request to include a max GVWR title registration upon delivery of the truck, when they stalled, put

off, omitted, delayed and otherwise failed to come through and perform their mutual obligation to Plaintiff, and the financing company or Dealer Rider Ford, Inc. is equally or mutually liable and obligated to Plaintiff as well as the finance company Citizens Automobile Finance Corp. *Under the Motor Vehicle Sales Finance Act, any defense a buyer of a motor vehicle may have against vehicle's seller is effective against financing agency.* 1971 Op.Atty.Gen. No. 65.

37. The Defendants each, individually, separately, severably, severally or jointly, were negligent and violated Section 617 and Section 632 of the Act by the seller or dealer failing to provide for or failed to otherwise offer the buyer an insurance policy for the dual protection of the buyer and of the seller, or subsequent holder, to the extent of his interest in the motor vehicle, and upon terms and conditions which are reasonable or appropriate considering the type and condition of the motor vehicle.

38. The Defendants also engaged in a series and a pattern of behavior of fraudulent transactions and active concealment and deception when they had initially promised but then failed to follow through and deliver on that promise to properly register and license the truck with an appropriate (max) GVWR listed on the title and registration receipts., but instead engaged in a pattern of fraudulent conspiratorial behavior towards Plaintiff when he attempted to get them to correct the problem of callousness, stalling, delaying, lying, failing to disclose their true intent not to cooperate with Plaintiff in getting GVWR properly registered, then making more false promises and representations that they would "fix" the problem but utterly and completely failed to follow through in any meaningful not token way and do so.

39. Some definitions from 69 P.S. § 543 and Purdon's Pennsylvania Statutes Annotated are appropriate and applicable in describing the concealment and fraudulent behavior and conduct that Defendants engaged in towards Plaintiff David L. Nearhood:

Fraudulent transactions. - Nothing herein shall validate a transaction within its provisions which is actively or constructively fraudulent. 1927, May 13, P.L. 984, § 3.

Conceal... - Restatement (second) of contracts § 160 cmt. a (1979).

Active concealment. - The concealment by words or acts of something that one has a duty to reveal. [cases: 16 Fraud 29A Pa.D.2d].

Fraudulent concealment. - The affirmative suppression or hiding, with the intent to deceive or defraud, of a material fact or circumstance that one is legally (or, sometimes, morally) bound to reveal. - Also termed *hidden fraud.* [cases: 16 Fraud 29A Pa.D.2d].

Illegal contract. - A promise that is prohibited because the performance, formation, or object or the agreement is against the law. ... [4 Contract].

Invalid Contract. - A contract that is either void or voidable. [4 Contract].

De facto contract of sale. - A contract purporting to pass property but defective in some element. [4 Contract].

40. Adhesion contract & fiduciary relationship. - The bank and finance company, Citizens Auto Finance Corp. had an adhesion contract and fiduciary relationship with Plaintiff David L. Nearhood for which they were mutually bound and morally and legally obligated to honor and perform, same as goes for the Dealer and Seller, Rider Ford, Inc.

41. *Contra bonos mores*. - [Latin "against good morals]. Offensive to the conscience and to a sense of justice. ... Contracts *contra bonos mores* are voidable.--- Also termed *contra*

bonos mores et decorum; adversus bonos mores. "Whatever is contra bonos mores et decorum, the principles of our law prohibit, and the King's Court, as the general censor and guardian of the public manners, is bound to restrain and punish." Jones v. Randall, 98 E.R. 706, 707 (1774) (per Mansfield, C.J.). **As Plaintiff previously stated at Paragraph 6 of his Complaint, *supra*, his sales Contract and the Finance Agreement (RETAIL Installment Contract) that he has or had with the Defendants are *contra bonos mores*, and they are therefore null and void.**

42. **E.D. Pa. 1998**. *Under Pennsylvania law, tort of fraudulent concealment permits finding of liability when vendors or their agents intentionally fail to disclose material information. Restatement (Second) of Torts § 550.* American Planned Communities, Inc. v. State Farm Ins. Co., 28 F.Supp.2d 964.

43. **E.D. Pa. 1998**. *Under Pennsylvania law, fraud can consist of anything calculated to deceive, whether by single act or combination or by suppression of truth or suggestion of what is false.* Smith v. The Equitable, 27 F.Supp.2d 565.

44. **E.D. Pa. 1998**. *To be actionable under Pennsylvania law, misrepresentation need not be in form of positive assertion; rather, it may be a concealment of that which should have been disclosed, which deceives or is intended to deceive another to act upon it to his detriment*[56]. Kerrigan v. Villei, 22 F.Supp.2d 419. In the instant case, Plaintiff David L. Nearhood lays affirmative claim and assertion herein that was mislead by Defendants and they misrepresented the material facts and lead him on to believe, via means of failure to disclose their true intent that they were not going to cooperate with him to get the GVWR properly titled and registered, and further via means of false inducement and false

promises to his detriment to sign the sales and finance contracts, alleging that he would get a new truck vehicle so that he could engage in his livelihood and occupation with said vehicle being registered with the maximum legal Gross Vehicle Weight Rating (GVWR) permissible for that class of vehicle of 9500 lbs.

45. The *caveat emptor* doctrine does not preclude and does not bar a debtor or purchaser from asserting fraudulent concealment on a claim. In re Joshua Hill, Inc., 199 B.R. 298, affirmed in part, reversed in part. Joshua Hill, Inc. v. Whitemarsh Tp. Authority, 151 F.3d 1025.

46. **E.D. Pa. 1996**. *Under Pennsylvania law, fiduciary duty may be breached by failing to disclose material fact.* 15 Pa.C.S.A. § 512. Resolution Trust Corp. v. Lutz, 914 F.Supp. 1163.

47. **E.D. Pa. 1994**. *False information for claim of fraudulent misrepresentation may be communicated directly, or indirectly by nondisclosure of material facts. Deliberate nondisclosure of material fact is equivalent of affirmation of falsity to support claim of fraudulent misrepresentation, and innocent misrepresentation is actionable if it pertains to matter material to transaction involved. Deliberate nondisclosure is equivalent for claim of fraudulent misrepresentation to intentionally affirming falsity.* Fort Washington Resources, Inc. v. Tannen, 858 F.Supp. 455, reconsideration denied.

48. **E.D. Pa. 1993; Bkrtcy. W.D. Pa. 1992; Bkrtcy. W.D. Pa. 1991; Pa. Super. 1977**. Under Maryland or Pennsylvania law, "fraud" consists of anything calculated to deceive, whether by single act or combination, whether by suppression of truth or suggestion of what is false, and whether by direct falsehood or by innuendo, speech, silence, word of

mouth, look, or gesture. Greenburg v. Tomlin, 816 F.Supp. 1039; In re Gillingham, 143 B.R. 55, affirmed 150 B.R. 907; In re Berringer, 125 B.R. 444, reversed, Huff v. Nationwide Ins. Co., 167 B.R. 53, affirmed 989 F.2d 487; Martin v. Hale Products, Inc., 699 A.2d 1283.

49. **E.D. Pa. 1992**. *Under Pennsylvania law, for purpose of negligent misrepresentation claim, false information may be communicated either directly or indirectly by nondisclosure of known material facts.* Temp-Way Corp. v. Continental Bank, 139 B.R. 299, affirmed 981 F.2d 1248.

50. **E.D. Pa. 1991**. *Failure to disclose material fact amounts to misrepresentation where disclosure would correct mistake as to basic assumption and nondisclosure amounts to failure to act in good faith and in accordance with fair dealing.* Derby & Co., Inc. v. Seaview Petroleum Co., 756 F. Supp. 868.

51. **M.D. Pa. 1994**. *Pennsylvania law recognizes that actionable claim of fraud may be based upon positive assertion as well as failure to disclose.* Piezo Crystal Co., a Div. of PPA Industries, Inc. v. Uddeholm Corp., 870 F.Supp. 589.

52. **M.D. Pa. 1984; Bkrtcy. M.D. Pa. 1998; Pa. 1991; Pa.Super. 1997.** Under Pennsylvania law, deliberate nondisclosure or concealment of material facts amounts to culpable misrepresentation no less than does intentional false statement or affirmation of material falsity. Allstate Ins. Co. v. A.M. Pugh Associates, Inc., 604 F.Supp. 85; Restatement (Second) of Torts § 551. In re Solfanelli, 221 B.R. 141; Moser v. DeSetta, 589 A.2d 679, 527 Pa. 157; Martin v. Hale Products, Inc., 699 A.2d 1283.

53. **Pa.Super. 1992**. *To be actionable as "fraud", defendant's concealment must be*

intentional and must be related to material information. Fraud may arise from the making of knowingly false representation of fact, from an intentional concealment of true facts which is calculated to deceive other party, or from nonprivileged failure to disclose facts to other party. Sevin v. Kelshaw, 611 A.2d 1232, 417 Pa.Super. 1.

54. **Pa.Super 1991**. *To be actionable, misrepresentation need not be in form of positive assertion, and may be any artifice by which person is deceived to his disadvantage; misrepresentation may be by false allegations or by concealment of that which should have been disclosed; which deceives or is intended to deceive person to act upon it to his detriment.* Wilson v. Donegal Mut. Ins. Co., 598 A.2d 1310, 410 Pa.Super. 31.

55. **Pa.Super 1989**. *Fraud arises where the misrepresentation made is knowingly false, where there is an intentional concealment calculated to deceive, or where there is a nonprivileged failure to disclose.* Smith v. Renault, 564 A.2d 188, 387 Pa.Super. 299.

56. **Pa.Super 1983**. *To be actionable as a fraud, a misrepresentation need not be in the form of a positive assertion but is any artifice by which a person is deceived to his disadvantage and may be by false or misleading allegations or by concealment of that which should have been disclosed, which deceives or is intended to deceive another to act upon it to his detriment*[44]. Delahanty v. First Pennsylvania Bank, N.A., 464 A.2d 1243, 318 Pa.Super. 90.

57. **Pa.Super 1977**. *Active concealment by a vendor of defects known to be material to the purchaser is legally equivalent to affirmative misrepresentation.* National Bldg. Leasing, Inc. v. Byler, 381 A.2d 963, 252 Pa.Super. 370. In the instant case, Plaintiff positively asserts and claims that the Defendants knew or reasonably should have known that

delivering truck to Plaintiff with the included (max) Gross Vehicle Weight Rating (GVWR) supplied on the title and registration was of material and paramount importance and should not have mislead the Plaintiff by active concealment and misrepresentation that they were going to provide such to purchaser when they had no intention of doing so or were fraudulently negligent in failing to do so.

58. **Pa.Com.Pl. 1963**. *While it is true that silence may, in some circumstances, constitute a representation, it cannot be such if there is no duty on the party to speak.* Snyder v. Greenwalt, 4 Adams L.J. 177. The Plaintiff herein in the instant case, positively asserts and lays claim against Defendants that they each individually, severally, separately and jointly were fiduciaries under the provisions of the sales Contract and under the terms of the Finance Agreement (Retail Installment Contract); and by the laws of commercial finance and banking. **each had a fiduciary duty and an obligation to speak out, even after the fact**, which they utterly failed to do in this case.

59. **D.Pa. 1985**. *In general, an omission is actionable as fraud only when there is an independent duty to disclose the omitted information; such an independent duty exists where the party who is alleged to be under an obligation to disclose stands in a fiduciary relationship to the party seeking disclosure.* City of Harrisburg v. Bradford Trust Co., 621 F.Supp. 463. In the instant case, the Plaintiff affirmatively declares and lays claim against Defendants that they stand in a fiduciary relationship to the Plaintiff and thus had a duty to speak and an obligation not to remain silent, as they each have or had a common security interest with the vehicle insurance, title, licensing and registration of the secured collateral property.

60. **Pa.Super 1974**. *Fraudulent misrepresentation, if innocently made, is actionable only if it relates to matter material to the transaction involved but, if the misrepresentation is knowingly made or involves a nonprivileged failure to disclose, materiality is not a requisite to an action for fraud and deceit in trespass..* Shane v. Hoffman, 324 A.2d 532, 227 Pa.Super.176. In this instant case, the Plaintiff affirmatively declares and lays claim against Defendants that they knowingly made a failure to disclose the facts concerning the GVWR issue, and in the alternative if they did not knowingly fail to do so, then the fact that omission of the facts concerning the GVWR issue is material matter to the transaction makes the misrepresentation still fraudulent even if innocently made.

61. **Pa.Ct Comm Pl. 1976.** Under the UCC, rescission or revocation of acceptance must take place within a reasonable time after the discovery of fraud or defect. Consistent with filing this suit for damages, the Plaintiff has done so and notified Defendants or Defendants' agents within a reasonable time after first attempting to work with the Dealer / Seller in good faith and determined that there was fraud and legal defect in the contracts. The Plaintiff is entitled to relief limited to and accruing from the damages flowing from the Defendants' misrepresentation, as outlined in Paragraphs 26 thru 29, *supra*. Underwood v. Monte Asti Buick Co., 20 UCC Rep Serv 657; 73 Pa. D&C2d 773 (Pa.Ct. Comm. Pl, 1976).

62. **Pa.Super. 1980**. *The contention that buyer failed to effectively reject a defective vehicle because he made no offer to return it to the seller was not only factually incorrect but legally erroneous. Section 2-602(2)(b) requires only that a buyer hold the goods with reasonable care to permit the seller to remove them and imposes no obligation to*

formally return the goods to the seller. Where the truck was parked in buyer's front yard for two months and was in that same position when it was repossessed, and buyer in no way sought to prevent seller from regaining possession of the truck, buyer complied with § 2-602. Yates v. Clifford Motors, Inc. v. Chrysler Corp., 30 UCC Rep Serv; 283 Pa.Super 293, 423 A2d 1262 (1980). The Plaintiff and Buyer, David L. Nearhood, intends to return the truck to the Seller or the Creditor in compliance with *13 Pa.C.S.* § 2601 - 2602, and per *UCC § 2-602(2)(b),* on fair and just terms *at no extra charge due from Plaintiff* once the court has reviewed the case and issued its declaratory judgments and orders.

WHEREFORE, for all the numerous and just causes as is outlined in Section I. - FACTS, ISSUES, BASIS OF ACTION AND CLAIMS OF THE CASE, Section II. - DAMAGES AND RELIEF SOUGHT, and Section III. - MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF COMPLAINT, of this Complaint, the Plaintiff, David L. Nearhood, prays that this Honorable Court grant and now thereby demands judgment against the Defendants, Rider Ford, Inc., a/k/a Rider Ford; and Citizens Automobile Finance Corp., a/k/a Citizens Auto Finance Corp.: in the amount of **$59,199.21**, together with interest at the rate of 8.49% per annum; $6.84 per diem from June 3, 2007 forward, - plus late fees, and reasonable ongoing legal expenses and court costs incurred in this matter; and for the Court's declaratory judgment that the instruments he signed with the Defendants are null and void, releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the Defendants.

Respectfully submitted,

Dated: June 8, 2007 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona

A

EXHIBIT A

SALES CONTRACT AGREEMENT

"BUYER'S ORDER"

1. **Contract with Dealer Rider Ford, Inc.**
2. **Dealer Put Signature "Thomas Dry" at Bottom**

BUYER'S ORDER

DEAL #:61852

Rider Auto Inc.
1703 West College Ave.
State College, PA 16801
Phone (814) 234-2888
RiderAuto.com

Rider Ford, Inc.
P.O. Box 96
Phillipsburg, PA 16866
Phone (814) 342-4520
RiderFord.com

Rider Motors, Inc.
dba Rider Chrysler Dodge Jeep
P.O. Box 588
Phillipsburg, PA 16866
Phone (814) 342-4060
RiderMotors.com

PLEASE ENTER MY ORDER FOR THE FOLLOWING
☒ NEW or ☐ USED ☐ DEMO ☐ CAR ☒ TRUCK PRIOR USE:

YR	MAKE	MODEL	TYPE
2006	FORD TRUCK	S-DTY F-250	REG CAB

COLOR	TRIM	MILEAGE
OXFORD WHT	TAN HD CLT	15

VIN: 1 F T N F 2 1 5 0 6 E B 6 3 0 2 6

STOCK NO.	SALESMAN	TO BE DELIVERED ON OR ABOUT
F63026	THOMAS C ORY	12/30/2006

DESCRIPTION OF TRADE IN

YR.	MAKE	MODEL	TYPE

COLOR	TRIM	MILEAGE

VIN:

TITLE NO.	PLATE NO.	EXP. DATE

OWNER	LOAN #

LIENHOLDER	PHONE

ADDRESS	SPOKE WITH

AMOUNT	GOOD TILL	VERIFIED BY

COLLISION COVERAGE

NAME OF AGENT	PHONE
CHARLES A JONES AGY	

ADDRESS: P O BOX 209 PHILIPSBURG PA 16858

POLICY NUMBER	COLLISION DEDUCTIBLE
979369293 101 1	

INSURANCE CO.	SPOKE WITH
TRAVELERS INS CO	

EFFECTIVE DATE	EXP. DATE	VERIFIED BY
04/06/2006	10/06/2006	

WARRANTY INFORMATION

☐ FACTORY WARRANTY - The manufacturer's warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

☐ USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document. You may obtain a full copy of any applicable warranty from us.

☐ AS IS - THIS MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECT THAT PRESENTLY EXISTS OR THAT MAY OCCUR IN THE VEHICLE.

PURCHASER'S SIGNATURE X

USED CAR BUYERS GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permitted by law, you shall, at our option, forfeit as damages the amount of $ N/A

PURCHASER'S SIGNATURE X _____

Purchaser hereby acknowledges to the above clause

NAME	DATE
DAVID L NEARHOOD	12/30/2006

STREET
1223 OAK GROVE ROAD

CITY	STATE	ZIP
MORRISDALE	PA	16858

PHONE RES.	PHONE BUS.
(814)342-7464	

SOC SEC. NO.	AGE	DATE OF BIRTH
	48	04/23/1958

PRICE OF VEHICLE	27150.00

LIENHOLDER:
CITIZENS AUTO FINANCE CORP.

EXTENDED WARRANTY TYPE _____ N/A
MONTHS MILES

Cash Price of Vehicle & Accessories	27150.00
Subtract Rebate for Tax Calculation	4500.00
Subtotal	22650.00
Sales Tax	1359.00
REGISTRATION N/A TITLE 22.50 TRANSFER 6.00 ENCUMBRANCE 5.00	33.50
Documentary Fee	55.00
Messenger Fee	N/A
Notary Fee	N/A
OTHER CHARGES — Correction of Rebate Adjustment	4500.00
OTHER CHARGES — TIRE TAX	5.00
Total Price	28602.50
TOTAL CREDIT — Trade-In	N/A
*Payoff Amount Is Subject To Verification — Less Payoff *	N/A
Net Trade In	N/A
Deposit	N/A
REBATE	4500.00
Cash on Delivery	2000.00
Down Payment	6500.00
Unpaid Balance of Total Price	22102.50

Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that he has read its terms and has received a true copy of this Agreement.

This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative. YOU, THE BUYER, MAY CANCEL

EXHIBIT A PAGE 1.30

SIGNATURE X _____ Unpaid Balance of Total Price 22102.50

Purchaser hereby acknowledges to the above clause.

Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that he has read its terms and has received a true copy of this Agreement.

This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative. YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THE AGREEMENT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF CANCELLATION TO DEALER.

☐ **BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE.**

BUYER HAS READ ALL PAGES OF THIS AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

BUYER SIGNS X David E Henderson **DATE** 12/30/2006

CO-BUYER SIGNS X _____ **DATE** _____

MANAGER'S APPROVAL _____ (Must Be Accepted By An Authorized Representative of the Dealer)

1. These definitions apply to this Agreement.

- "Dealer" "us" "our" and "we" mean or refer to the authorized Dealer named on the face of this Agreement and who becomes a party to this Agreement by accepting it.
- "Buyer" and "you" mean or refer to the party executing this Agreement as such.
- "Manufacturer" means the corporation that manufactured the Vehicle.
- "Vehicle" is the vehicle or chassis that is the subject of this Agreement.
- "Trade-in" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Dealer.

We are not the Manufacturer's agent. You and we are the sole parties to this Agreement. References in this Agreement to Manufacturer are for the purpose of describing certain contractual relationships between the Manufacturer and us relating to new vehicles.

2. The Manufacturer may change our price of new vehicles without notice. If that happens with regard to new vehicles of the series and body type of the Vehicle before we deliver it to you, we may change the cash delivered price of the Vehicle to you accordingly. If we do, you may cancel this Agreement. If you cancel, we shall return any Trade-in to you, unless we have sold it. You agree to pay reasonable storage and repair charges. If we have sold the Trade-in, we shall pay you the sales price, less a sales commission of 15% and any expense in storing, insuring, conditioning or advertising it for sale.

3. If you don't deliver your Trade-in to us until we deliver the Vehicle to you, we will reappraise the Trade-in at that time, subject to applicable law. The reappraised value will be the allowance for the Trade-in. If the reappraised value is lower than the amount shown in this Agreement, you may cancel this Agreement. You must exercise your right to cancel before we deliver the Vehicle to you and you surrender the Trade-in to us.

4. You agree to give us satisfactory evidence of title to any Trade-in when you deliver it to us. You warrant any Trade-in to be your property. You warrant that the Trade-in is free and clear of all liens and encumbrances unless otherwise noted in this Agreement, and that the Trade-in has never had a salvage or "branded" title. You represent that the Trade-in's mileage shown in this Agreement is the actual mileage on the Trade-in unless you have noted other mileage on this Agreement. You authorize us to rely on this representation in entering into this transaction. If you provide false information, you will repurchase the related trade-in from us for the full price allowed to you plus all costs we incur in resolving this matter including but not limited to reconditioning costs, legal fees, court and collection costs.

5. If you fail or refuse to accept delivery of the Vehicle or comply with this Agreement, we may keep as liquidated damages any cash deposit you made, to the extent not prohibited by law. We may reimburse ourselves for any expenses and losses we incur or suffer as a result of your failure or refusal. Such expenses and losses may include our reasonable attorneys' fees. This section doesn't apply if you cancel this Agreement under section 2 or 3.

6. The Manufacturer may change the design of any vehicle, chassis, accessories, or parts at any time without notice and without obligation. The Manufacturer may also make the same or any similar change upon any vehicle, chassis, accessories, or parts already bought by or shipped to us or being manufactured or sold in accordance with our orders. If the Manufacturer makes such a change, we have no obligation to you to make the same or any similar change in the Vehicle or its parts either before or after we deliver the Vehicle to you.

7. We aren't liable for failure to deliver or delay in delivering the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond our control or without our fault or negligence.

8. The Vehicle price includes reimbursement for Federal Excise taxes. The Vehicle price doesn't include sales taxes, use taxes or occupational taxes based on sales volume, (federal, state or local) unless expressly so stated. You agree to pay, unless prohibited by law, any such taxes imposed on or that apply to the transaction reflected by this Agreement, regardless of who has primary liability for the tax.

9. If this Agreement shows a charge for Credit Insurance, this paragraph applies. The Credit Insurance provisions in any retail installment contract you later sign related to this Agreement will apply. If such insurance is wholly or partly unavailable under the designated policy, we will deduct the applicable part of the Credit Insurance charge shown in this Agreement and the related finance charge from the Total Time Balance. If such insurance does not become effective, we will notify you of that fact. This Agreement and any related retail installment contract you sign shall otherwise remain fully effective, to the extent provided by applicable law.

10. You agree to sign such agreements or documents as we may require to effect the terms and conditions of payment shown in this Agreement.

11. Payoff information shown on the front of this Agreement is provided by you and/or your lienholder. Should the actual payoff(s) be less, we will refund the difference to you. If the payoff(s) is more, you agree to remit the difference to us within three business days of notification of the difference.

12. This Agreement is an agreement to buy the Vehicle. If there is an Unpaid Balance, your obligation to buy and our obligation to sell the Vehicle are expressly conditioned upon you obtaining financing for the Unpaid Balance. You have two business days from the date of this Agreement to obtain such financing. If you pay us with a check that is dishonored or unpaid for any reason, we may, at our sole option, declare this Agreement null and void and retake the Vehicle, or make claims against you on the check. In addition, to the extent permitted by law, we will charge you a $25 returned check charge.

13. If for any reason you and we do not complete the Vehicle sale and purchase, financing is not obtained, or this Agreement is declared void, this section applies. You will return the Vehicle to us. You will pay us on demand all reasonable charges and expenses for any damage to the Vehicle. You will pay us the greater of $.30 per mile or $20 per day for your use of the Vehicle. When you have paid us the amounts you owe under this Agreement, we will return the Trade-in. If you fail to return the vehicle within 24 hours of notice, you agree that we may, solely at our option, cancel the sale and retake immediate possession of the vehicle and, in addition to those charges specified above, you agree to pay us all reasonable expenses we incur in connection with retaking the vehicle, including attorneys' fees and other expenses to the extent permitted by applicable law.

14. If this Agreement shows that any part of the transaction is to be financed, we may assist in submitting credit applications to third parties. Unless we have committed to do so in writing, we will not lend you money or finance this transaction regardless of any notation to the contrary on any other document. No agent, employee or manager of ours can change this policy.

15. In the event that any of the terms and conditions of this Agreement are inconsistent with the terms and conditions of any retail installment sales agreement between Buyer and Seller, the terms of such retail installment sales agreement shall apply.

16. ARBITRATION CLAUSE. This arbitration clause applies if the box on the front of this Agreement is checked.

This Arbitration Clause significantly affects your rights in any dispute with us. Please read the Arbitration Clause carefully before you sign this Agreement.

- EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY A JURY TRIAL.
- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE INFORMATION YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arise out of or relate to this Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action.

Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose any one of the following arbitration organizations and its applicable rules: the American Arbitration Association, 355 Madison Ave., Floor 10, New York, New York 10017-4605 (www.adr.org), the National Arbitration Forum, Box 50191, Minneapolis, Minnesota 55405-0191 (www.arb-forum.com) or JAMS, 1920 Main Street, Suite 300 Irvine, California 92614 (www.jamsadr.com). You may get a copy of the rules of these organizations

15. In the event that any of the terms and conditions of this Agreement are inconsistent with the terms and conditions of any retail installment sales agreement between Buyer and Seller, the terms of such retail installment sales agreement shall apply.

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- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE INFORMATION YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arise out of or relate to this Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action.

Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose any one of the following arbitration organizations and its applicable rules: the American Arbitration Association, 335 Madison Ave., Floor 10, New York, New York 10017-4605 (www.adr.org), the National Arbitration Forum, Box 50191, Minneapolis, Minnesota 55405-0191 (www.arb-forum.com) or JAMS, 1920 Main Street, Suite 300 Irvine, California 92614 (www.jamsadr.com). You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside. We will pay that portion of your filing, administration, service or case management fee and your arbitrator or hearing fee that the arbitrator determines that we must pay in order to make this agreement to arbitrate enforceable. Each party shall be responsible for its own attorney, expert or other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties, except that the losing party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*) and not by any state law concerning arbitration.

You and we retain the right to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This clause shall survive any termination, payoff or transfer of this Agreement. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

B

EXHIBIT B

FINANCE AGREEMENT

"RETAIL INSTALLMENT CONTRACT"

1. **No Gross Vehicle Weight as Required to be Shown in GVWR Section**
2. **No Signature on Contract by Seller or Creditor as Required to Validate Contract per Truth-in-Lending Disclosure Act (Regulation "Z") per Truth-in-Lending Disclosure Act (Regulation "Z") and Other Federal and State Laws Regarding Validation of Contract**

Citizens
Automobile Finance Corp.

RETAIL INSTALLMENT CONTRACT

PA

Dealer Number _____ 12/30/2006

Buyer: DAVID L NEARHOOD 1223 OAK GROVE ROAD MORRISDALE PA 16858
(Print Full Name and Address of Principal Residence)

Co-Buyer: _____
(Print Full Name and Address of Principal Residence)

Creditor-Seller: RIDER FORD 1001 HALTON ST. PHILIPSBURG PA 16866
(Print Full Name and Address)

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee ("Assignee").

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW	2006	FORD TRUCK S-DTY F-250	REG CAB	1FTNF21506EB63026	

If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for ☒ personal, family or household, or ☐ business purposes.

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 6500.00
8.49%	$ 7287.42	$ 22102.50	$ 29389.92	$ 35889.92

PAYMENT SCHEDULE: Your payment schedule will be 84 monthly payments of $ 349.88 each, due on the same day of each month starting on 01/29/2007.

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased.

LATE FEE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price of Vehicle (including any accessories, installation, services, repairs, taxes and other permitted costs): $ 29509.00 (1)
2. Downpayment:
   A. Trade-in. Your Trade-in is a _____ (Year) _____ (Make) _____ (Model) _____ (VIN)
   Gross Allowance $ N/A less Amount Owing $ N/A equals Net Trade-in $ N/A
   (If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-in and enter excess as Prior Credit or Lease Balance in Item 4D)
   B. Cash Downpayment $ 2000.00
   C. Manufacturer's Rebate Applied to Downpayment $ 4500.00
   D. Total Downpayment (A plus B plus C) $ 6500.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2D): $ 22009.00 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf:
   A. Amounts Paid to Insurance Companies (Amounts paid to Insurance Companies as per insurance disclosures below)*:
      1. Optional Credit Life Insurance $ N/A
      2. Optional Credit Accident and Health Insurance $ N/A
   B. Amounts Paid to Public Officials:
      1. Government License and/or Registration Fees $ 6.00
      2. Certificate of Title Fees $ 22.50
      3. Lien Recording Fees $ 5.00
      4. UCC Filing Fees $ N/A
      5. Other (Specify) $ N/A
      6. Other (Specify) PA TIRE TAX $ 5.00
   C. Seller's Documentary Fee (not a governmental fee) $ 55.00
   D. Other Charges (Describe who will receive payment and purpose)
      1. To N/A For Prior Credit or Lease Balance $ N/A
      2. To N/A For N/A $ N/A
      3. To N/A

2. Certificate of Title Fees	$ 22.50
3. Lien Recording Fees	$ 5.00
4. UCC Filing Fees	$ N/A
5. Other (Specify)	$ N/A
6. Other (Specify) PA TIRE TAX	$ 5.00
C. Seller's Documentary Fee (not a governmental fee)	$ 50.00
D. Other Charges (Describe who will receive payment and purpose)	
1. To N/A For Prior Credit or Lease Balance	$ N/A
2. To N/A For N/A	$ N/A
5. Amount Financed / Unpaid Balance (3 plus 4E):	$ 93.50 (4)
6. Finance Charge	$ 22102.50 (5)
7. Time Balance	$ 1287.42 (6)
	$ 29389.92 (7)

8. Payment Schedule: One payment of $ 349.86 and 83 payments of $ 349.89 each, beginning 01/29/2007 and due on the dates shown in the PAYMENT SCHEDULE above.

*To the extent permitted by applicable law, we may be receiving a portion of these amounts.

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth In Lending Disclosures Box shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th (1/366th in a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is $1.00 or more) after you make your last payment; we will advise you of any additional amount owed (if it is $1.00 or more). There is a possibility that a supplemental payment of interest might be due if earlier payments were received after their due date.

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

N/A
(Street and Town)

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

☐ Life ( ) Buyer ( ) Co-Buyer (X) Both) at a premium of $ N/A for a term of N/A.
Credit life insurance will pay your debt on this Contract up to $ N/A.

☐ Disability, Accident and Health (Buyer Only) at a premium of $ N/A for a term of N/A.
Credit disability, accident and health insurance will pay your debt on this Contract up to $ N/A.
The name of the insurer is N/A of _____.
Name Home Office Address

Buyer Signature Date Co-Buyer Signature Date

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

DUE TO THE PASSAGE OF THE "USA PATRIOT ACT" WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING

VERIFICATION OF CUSTOMER IDENTITY - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. In all cases, the protection of our customer's identity and confidentiality is our pledge to you.

The Annual Percentage Rate may be negotiable with the Creditor-Seller. The Creditor-Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER.
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

12/30/2006

Buyer Signs X _____ Co-Buyer Signs _____

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND A COPY OF THE CITIZENS FINANCIAL GROUP, INC. PRIVACY NOTICE AT THE TIME YOU SIGN THE CONTRACT.

X _____ 12-29-06

Buyer's Signature Date (Co) Buyer's Signature Date

Creditor-Seller Signs X _____
Date

By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

OTHER IMPORTANT AGREEMENTS:

OWNERSHIP AND RISK OF LOSS: You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or missing. You agree not to sell, transfer, or remove the vehicle from the United States for more than 30 days without our written permission. You agree to maintain the vehicle in good condition and repair, except wear and tear caused by ordinary use. We may inspect the vehicle at any reasonable time. You will not expose the vehicle to misuse or confiscation or permit anyone to use the vehicle for any unlawful purpose. You will keep the vehicle free of any claims and seizures by any government authority. You will not rent the vehicle to others or carry passengers for hire. If we pay any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you will repay the amount when we ask for it. You will immediately notify us of any change in the address of your principal residence or the address where the vehicle is regularly located.

SECURITY INTEREST: You are giving us a security interest in: the vehicle being purchased; all proceeds of the vehicle; all accessions; and any attachments, accessories, or equipment affixed to the vehicle within ten days of this Contract. The security interest also covers: (1) insurance premiums returned to us: (2) proceeds of insurance policies on the vehicle, and (3) proceeds of any insurance policies on your life or health financed in this Contract. This security interest secures payment of all amounts you owe in this Contract and in any transfer, renewal, extension, modification, refinancing, or assignment of this Contract. It also secures your other agreements in this Contract. For purposes of this Contract, we agree to forego any security interest you may have given under another agreement which secures your obligation under this Contract. You will cause or cooperate in causing our security interest (lien) on the vehicle to be shown on the title. You will not allow any subordinate or other liens to be placed on the vehicle.

REQUIRED PHYSICAL DAMAGE INSURANCE: You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this Contract. You may obtain this insurance from any insurer you choose that is acceptable to us. You will make us loss payee and provide evidence of insurance. At any time during the term of this Contract, if you do not have physical damage insurance which covers both your and our interests in the vehicle, then we may buy it for you. If we do not buy physical damage insurance which covers both interests in the vehicle, we may, if we decide, buy insurance which covers only our interest, as permitted by applicable law.

We are under no obligation to buy any insurance, but may do so if we desire. If we buy either of these coverages, we will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a Finance Charge at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that we can use any insurance settlement either to repair the vehicle or to apply to your debt.

INSURANCE CHARGES RETURNED TO US: If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance covering only our interest in the vehicle. Any refund on optional insurance we obtain will be credited to your account or returned to you. Any insurance charges returned to us and credited to your account will be applied to as many of your installments as they will cover, beginning with the final installment.

SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT: You have the right to prepay this Contract in whole or in part at any time and you will not be charged a penalty for any such prepayment. If you are default, you may have the right to reinstate this Contract or if your property has been repossessed you may have the right under the law to receive back your property and to reinstate this Contract.

DEFAULT: You are in default if: (1) you fail to make a regularly scheduled installment payment when due; (2) any event occurs which substantially impairs the value of the vehicle; or (3) you breach any of your agreements or obligations under this Contract or if you die.

REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE: If you are in default, we can, upon written notice to you and subject to any right you may have to cure the default, demand that you pay all you owe on this Contract at once. If you fail to pay, you will be liable for interest at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law.

REPOSSESSION OF THE VEHICLE: Repossession means our taking the vehicle from you. If you are in default, we can repossess the vehicle upon written notice to you as required by law and subject to your rights to cure the default. To take the vehicle we can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal property in the vehicle, we will hold such property for the period required by law. If you fail to claim such personal property within such period, this property will be disposed of in the same manner as the vehicle. Any proceeds of such property will be applied to pay any amounts you still owe to us. Any accessories, equipment or replacement parts will remain with the vehicle.

GETTING THE VEHICLE BACK AFTER REPOSSESSION: If the vehicle has been repossessed, we may, but are not required to, allow you to reinstate this Contract and return the vehicle to you provided that you pay all past due installments, accrued late charges and agree with us on mutually satisfactory arrangements, and, if default at the time of repossession exceeded 15 days, also pay us expenses of retaking, repairing and storage authorized by law. If we do not allow you to reinstate this Contract, you may redeem the vehicle and end the Contract by payment of either of the following amounts, as applicable; (i) when default at the time of repossession was less than 15 days, the unpaid time balance plus any accrued default charges authorized by law plus any other amounts lawfully due under this Contract, excluding costs of retaking, repairing and storage; or (ii) when default at the time of repossession exceeded 15 days, the unpaid time balance, plus any accrued default charges authorized by law, plus costs of retaking, repairing, repossession and storing authorized by law, plus any other amount lawfully due under the Contract. Your right to redeem will end when the vehicle is sold.

SALE OF THE REPOSSESSED VEHICLE: We will send you a written notice of sale within the time period required by law before selling the vehicle. If you do not redeem the vehicle by the date on the notice, we can sell it at a public or private sale. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of sale will be figured this way: Any charges permitted by law for retaking, storing and repairing the vehicle, and any other charges permitted by law will be subtracted from the selling price. If you owe us more than the net proceeds of sale, you will pay us the deficiency. In any action we bring for a deficiency, you are entitled to have the reasonable value of the vehicle at the time of resale determined by the court, and if the value determined by the court is higher than the resale price, the higher value will be credited to the amounts you owe us.If you owe us less than the net proceeds of sale, we owe you the difference, unless someone else has an interest in the vehicle. For example, we may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, to the extent allowed by law you will pay us the difference between the net proceeds of sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to this Contract, until you do pay all you owe to us.

COLLECTION COSTS: If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorneys' reasonable fees and any court costs to the extent permitted by law.

LATE CHARGE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment. The late charge may be computed on the basis of a full calendar month for any fractional month period in excess of 10 days.

RETURNED CHECK FEE: To the extent permitted by law, you agree to pay those costs we actually incur and do not retain in connection with a check you give us that is returned for non-sufficient funds.

DELAY IN ENFORCING RIGHTS AND CHANGES OF THIS CONTRACT: We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, we can extend the time for making some payments without extending others. Any change in terms of this Contract must be in writing and signed by us. No oral changes are binding. If any provision of this Contract conflicts with applicable law, it will be considered modified to comply with that law and the remaining provisions shall continue.

WARRANTIES SELLER DISCLAIMS: You understand that the Seller is not offering any express warranties unless the Seller extends a written warranty. This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

RIGHT TO OFFSET: To the extent permitted by operation of law, if you are in default, we can subject to your right to cure the default, pay all or part of the amounts owed under this Contract from any deposits or funds that you have with us without telling you ahead of time.

CREDIT INFORMATION: You agree that we or our affiliate providing servicing or to whom this contract may be assigned may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application and any update, renewal, refinancing, modification or extension of this Contract. If you ask, you will be told the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify employment, pay, assets and debts. Anyone receiving a copy of this is authorized to provide us with such information. You agree that, to the extent permitted by law and as disclosed in our privacy notice, we, our assignee, any of our affiliates, and others may exchange credit, account and financial information about you.

NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

GOVERNING LAW: This Contract is governed by the law of Pennsylvania, and is the entire agreement between you and us.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of [illegible] ("Contract"), accept all provisions of the Contract and agree to pay all reasonable

WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of Buyer and Co-Buyer under the above Retail Installment Contract ("the Contract"), accept all provisions of the Contract and agree to pay all reasonable collection expenses and attorneys' reasonable fees incurred in enforcing this guaranty. Undersigned hereby waive demand for payment, notice of nonpayment and notice of acceptance of this guaranty and consent to extensions of time of payment and other indulgences, including, without limitation, release of any guarantor of the Contract or release of the vehicle which is collateral for performance of the obligations of Buyer and Co-Buyer, which may be granted to Buyer and Co-Buyer or any guarantor of the Contract without notice to undersigned and whether or not (and before or after) repossession has been made or undertaken and whether or not suit has been brought against Buyer or Co-Buyer or any guarantor of the Contract. Undersigned shall be primarily and jointly and severally liable with Buyer and Co-Buyer for full performance of Buyer's and Co-Buyer's obligations under the Contract.

SIGNATURES (Sign Full Name in Ink): Date:

Witness	Guarantor (Seal)	Address	
Witness	Guarantor (Seal)	Address	

SELLER'S ASSIGNMENT

Seller sells and assigns to the Assignee named below all of its right, title and interest in this Retail Installment Contract ("Contract").

Seller represents, warrants and covenants to Assignee that:(a)(i) no statements made or furnished to Assignee by Buyer or any Co-Buyer (collectively "Buyer"), Seller or any other person are untrue or incomplete; (ii) Buyer has not financed the down payment of the Vehicle described in the Contract ("the Vehicle"); (iii) Buyer is a bona fide applicant having legal capacity to enter into the Contract; (iv) the signature of the Buyer on all documents is genuine; and (v) the amount stated in the Contract to be due will in fact be due and payable at the time or times provided therein free of any claims, defenses, setoffs or counterclaims; (b) Seller has verified Buyer's identification; (c) The down payment for the Vehicle is paid in full with negotiable funds; (d) Seller has sold the Vehicle and the proceeds of the Contract are to be used to pay for such Vehicle and related items; (e) Seller had indefeasible title to the Vehicle immediately prior to the purchase by Buyer, and the right and authority to sell the Vehicle to Buyer, free and clear of all liens and encumbrances; (f) Seller warrants that the Vehicle is not a grey market or altered vehicle and is not salvaged, rebuilt or reconstructed from a total loss or otherwise materially impaired and the title to the Vehicle does not reflect such and the odometer statement executed by the Seller in connection with the Vehicle does not indicate true mileage unknown; (g) Seller has the authority to assign the Contract to Assignee free and clear of all liens and encumbrances; (h) Seller will secure and perfect for Assignee a security interest in the Vehicle free and clear of all liens or encumbrances, and deliver to Assignee evidence satisfactory to Assignee of such security interest within six months of the date of the Contract; (i) The description of the Vehicle is true and complete in the Contract and the Vehicle will be or has been duly delivered to and accepted without revocation by Buyer; (j) insurance or other coverage provided or arranged by Seller does not violate any applicable law or regulation and insurance documentation and rebates of unearned premiums, if any, will be delivered to Buyer within the time required by law; (k) The Vehicle is insured by a company acceptable to Assignee against fire, theft and collision, Assignee is loss payee and written evidence of such insurance has been or will promptly be provided to Assignee; (l) All optional credit insurance sold by Seller to Buyer is for the full term of the Contract and is limited to coverage of Buyer; (m) Seller has provided Buyer with a completed Contract and any other document as required by applicable law, and the information filled in thereon by Seller is accurate; (n) Seller is licensed to the extent required by law; (o) Seller has complied with all applicable transaction reporting requirements including, without limitation, the requirement under Section 6050I of the Internal Revenue Code as may be amended from time to time to report cash receipts of more than $10,000, and its implementing regulations; (p) Seller has complied with Assignee's procedures regarding the Fair Credit Reporting Act (FCRA) and Equal Credit Opportunity Act (ECOA) including, but not limited to, the following: (i) Seller has only submitted to Assignee credit information on Buyer after Buyer's signatures were first obtained on a credit application acceptable to Assignee ("Application"); (ii) Seller has not submitted any credit information on any individual whose signature does not appear on the application; (iii) Seller has advised Buyer that his/her Application has been submitted to Assignee at Assignee's current address; and (iv) Seller has advised Buyer that credit was approved by Assignee; (q) Seller has complied with all requirements of the FCRA and ECOA and all other federal, state and local laws, rules and regulations applicable to the extension of credit and consumer protection or otherwise applicable to the sale of the Vehicle including, without limitation, the requirements to provide Buyer with a foreign translation of the Contract; (r) Seller will promptly forward to the proper authorities all federal, state and local fees and taxes due in connection with the sale of the Vehicle; (s) Seller does not charge Buyer for filing fees or other costs paid by Seller to public officials to perfect Assignee's security interest in the Vehicle, except where allowed by law, nor does Seller make any type of charge, including documentary or processing charges, which Seller does not make in any other cash transaction; (t) Assignee shall have the right, but not the obligation, to inspect Seller's books, financial documents and other business records relating to this assignment or this Contract at Seller's place of business during Seller's normal business hours; and (u) upon request by Assignee, Seller shall promptly submit to Assignee signed financial statements of Seller's business, to include balance sheets, cash flow statements, profit and loss statements and such other information required by Assignee.

Each of these warranties, representations and covenants is material to Assignee's acceptance of this Contract. If any of them is breached or is erroneous, Seller unconditionally promises to accept reassignment of this Contract, without recourse against Assignee, and to pay Assignee, upon demand (1) the unpaid balance of the Contract as determined by Assignee, (2) all losses and expenses incurred by Assignee as a result of such breach or untruth, and (3) out-of-pocket expenses paid or incurred by Assignee in connection with the collection of any amount due under the Contract, including attorneys' fees and costs of litigation, whether by or against Assignee, and expenses with respect to repossessing, storing, repairing and selling the Vehicle. In addition, Seller agrees to indemnify Assignee in the manner and to the extent specified in the preceding sentence if the Assignee suffers a loss or expense in any judicial or administrative proceeding because of any claim or defense asserted against Assignee as a result of any act or omission on the part of Seller. If this Contract is rescinded by court order, Seller shall pay Assignee the amount specified above.

Seller shall be liable even if a waiver, compromise, settlement or variation of the terms of the Contract releases the Buyer.

The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. Seller waives notice of acceptance of this guarantee and assignment and notices of non-payment and non-performance.

This assignment is without recourse against Seller except as provided above and/or in another agreement, if any, between Seller and Assignee relating to the financing of retail installment contracts.

Assigned to: Citizens Automobile Finance Corp. ("Assignee")

EXHIBIT C

PENNSYLVANIA DMV/DOT MV-1 FORM

"APPLICATION FOR TITLE"

1. **As Supplied by Dealer Rider Ford, Inc. to Buyer David L. Nearhood**
2. **No Gross Weight Listed Here in GVWR Block under "Vehicle Description" Section as Required**
3. **No Signature on Form by Seller or Dealer as Required to Validate Form**
4. **Dealer or Seller Placed Wrong Insurance Info on this Form as Shown, Even Though Plaintiff Told Him the Correct Info before He Filled Out the Form, Insisting and Saying "It did not matter"**

No. 1257208

www.dmv.state.pa.us

MV - 1 (5-05)

I. TAX / FEES

A. VEHICLE DESCRIPTION

MAKE OF VEHICLE	VEHICLE IDENTIFICATION NUMBER (VIN). IF TRACING REQUIRED, TAPE SECURELY TO REVERSE OF THIS COPY	BODY TYPE (SDN, TK, BUS, ETC.)	MODEL YEAR
FORD TRUC	1FTRE21P66EB53071	REG	2006

GROSS VEHICLE WT. RATING	FUEL TYPE: ☐ GASOLINE ☐ DIESEL ☐ ELECTRIC ☐ PROPANE ☐ HYBRID ☐ OTHER	DIN/MECHANIC #	AUTHORIZED NOTARY PUBLIC OR CERTIFIED INSPECTION MECHANIC (PRINT NAME)

CHECK THE APPROPRIATE BLOCK IF THE VEHICLE IS TO BE USED OR WAS FORMERLY USED AS A TAXI ☐ OR A ☐ POLICE VEHICLE (IF APPLICABLE)

I certify that I have verified that a legible tracing cannot be secured and that the above VIN and vehicle weight information listed here and in Section F are correct.

SIGN HERE

PURCHASE PRICE	22650.00
LESS TRADE-IN	
TAXABLE AMOUNT	22650.00

B. APPLICANT INFORMATION

LAST NAME (OR FULL BUSINESS NAME)	FIRST NAME	MIDDLE INITIAL	DATE ACQUIRED/PURCHASED
NEARHOOD, DAVID L			12/30/2006

CO-PURCHASER

DEALER ID NUMBER (IF APPLICABLE): 05-9661

STREET	CITY	STATE	ZIP	COUNTY CODE
1223 OAK GROVE ROAD	NORRISDALE	PA	16855	

NOTE: If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE ☐. Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate.).

REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF YELLOW COPY

NOTE: IF THE VEHICLE IS TO BE USED AS A DAILY RENTAL OR LEASED VEHICLE, CHECK THIS BLOCK ☐. IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-8.

X 6% (06) SALES TAX *X 7% (07) (*See note on reverse)	1359.00
LESS TAX CREDIT	N/A
1. SALES TAX DUE	1359.00
1A. Exemption Reason Code (must be a number from 1 to 26 or 0)	
1B. EXEMPTION NO.	

C. MILEAGE INFORMATION

☐ REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS

☐ IS NOT THE ACTUAL MILEAGE WARNING: ODOMETER DISCREPANCY

WARNING: FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

ODOMETER READING: _____ TENTHS: 1 ☒

1C. (PTA) NO	
2. TITLE FEE	22.50

D. LIEN INFORMATION

1ST LIEN DATE: 12/30/2006 → IF NO LIEN, CHECK ☐	2ND LIEN DATE: → IF NO LIEN, CHECK ☐
1ST LIENHOLDER: CITIZENS AUTO FINANCE CORP	2ND LIENHOLDER
STREET: P.O. BOX 255587	STREET
CITY: SACRAMENTO STATE: CA ZIP: 95865	CITY: STATE: ZIP
FINANCIAL INSTITUTION NUMBER: 0115N12001	FINANCIAL INSTITUTION NUMBER
IF THIS IS AN ELT, CHECK HERE ☐ NOTE: FIN IS REQUIRED	IF THIS IS AN ELT, CHECK HERE ☐ NOTE: FIN IS REQUIRED

3. LIEN FEE	5.00
4. REGISTRATION OR PROCESSING FEE	N/A
Fee Exempt Number as assigned by the Bureau	

E. VEHICLE TYPE

MAKE OF VEHICLE	VIN	MODEL YEAR
BODY TYPE (SDN, BUS, TK, ETC.)	CONDITION OF VEHICLE ☐ GOOD ☐ FAIR ☐ POOR	

5. DUPLICATE REG. FEE NO. OF CARDS ____	N/A

F. ADDITIONAL VEHICLE INFORMATION

PASSENGER TAX/BUS	PASSENGER ☐ TAXI ☐ LIMOUSINE ☐ SCHOOL BUS ☐ MASS TRANSIT ☐ OTHER BUS ☐	SEATING CAPACITY	
MOTORCYCLE MOTOR DRIVEN CYCLE MOPED	CYLINDER CAPACITY 50CC OR LESS ☐ YES ☐ NO	BRAKE HORSEPOWER 1.5 OR LESS ☐ 1.6 TO 5.0 ☐ OVER 5.0 ☐	
	OPERABLE PEDALS ☐ YES ☐ NO	MAX DESIGN SPEED 25 MPH OR LESS ☐ YES ☐ NO	
	AUTOMATIC TRANSMISSION ☐ YES ☐ NO	DESIGNED/ALTERED FOR ROAD USE ☐ YES ☐ NO	
MOTOR HOME	CHASSIS MFR:	BODY MAKE:	
TRAILER & VEHICLES BELOW	NUMBER OF AXLES:	REG. REGISTERED GROSS WT. (INCLUDING LOAD)	
	SUM OF GAWR'S:	UNLADEN WT. (EMPTY)	
TRUCK TRUCK TRACTOR	REG. REGISTERED GROSS COMBINATION WT.	GROSS COMBINATION WT. RATING	

6. TRANSFER FEE	0.00
7. INCREASE FEE	N/A
8. REPLACEMENT FEE	N/A
9. TOTAL PAID (ADD 1 THRU 8) Send One Check In This Amount ⇒	1394.50

G. APPLICATION FOR REGISTRATION

ORIGINAL PLATE ✔ Check One

☐ PLATE TO BE ISSUED BY BUREAU (PROOF OF INSURANCE MUST BE ATTACHED.)

☐ EXCHANGE PLATE TO BE ISSUED BY BUREAU

☐ TEMPORARY PLATE ISSUED BY FULL AGENT (NOTE: THIS PLATE WILL EXPIRE 90 DAYS FROM DATE OF ISSUANCE.)

TEMP. PLATE NO.

☐ TRANSFER OF PREVIOUSLY ISSUED PLATE ☐ TRANSFER & RENEWAL OF PLATE

☐ TRANSFER & REPLACEMENT OF PLATE ☐ TRANSFER OF PLATE & REPLACEMENT OF STICKER

PLATE NO.: YPV1763

REASON FOR REPLACEMENT

EXPIRES: Month 04 Year 2007

☐ LOST ☐ STOLEN ☐ DEFACED ☐ NEVER RECD (LOST IN MAIL)

NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44.

TRANSFERRED FROM TITLE NO. | VIN

SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT): SIGN HERE | RELATIONSHIP TO APPLICANT

INSURANCE COMPANY NAME	NAIC NO.	POLICY NO. (OR ATTACH BINDER)	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
TRAVELERS INS CO		937936293 101 1	04/06/2006	10/06/20

ISSUING AGENT INFORMATION

I CERTIFY THAT ON MONTH 12 DAY 30 YEAR 2006 I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS.

ISSUING AGENT (PRINT NAME)	AGENT NO.
RIDEN FORD	05-9661
ISSUING AGENT SIGNATURE	TELEPHONE NO. (814) 342-4520

H. SEAL AND APPLICATION FOR TITLE

I/WE ACKNOWLEDGE THAT I/WE MAY LOSE MY/OUR OPERATING PRIVILEGE(S) OR VEHICLE REGISTRATION(S) FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY ON THE CURRENTLY REGISTERED VEHICLE FOR THE PERIOD OF REGISTRATION. I/WE FURTHER ACKNOWLEDGE THAT I/WE MAY BE SUBJECT TO A FINE NOT EXCEEDING $5,000 AND IMPRISONMENT OF NOT MORE THAN TWO (2) YEARS FOR ANY FALSE STATEMENT THAT I/WE MAKE ON THIS APPLICATION, AND I/WE CERTIFY THAT I/WE HAVE EXAMINED AND SIGNED THIS FORM AFTER ITS COMPLETION; AND, THAT, IF AN EXEMPTION FROM PAYMENT OF SALES TAX IS CLAIMED, I AM/WE ARE AUTHORIZED TO CLAIM THIS EXEMPTION. I/WE FURTHER CERTIFY THAT ALL STATEMENTS HEREIN ARE TRUE AND CORRECT AND MAKE APPLICATION FOR CERTIFICATE OF TITLE FOR THE VEHICLE DESCRIBED IN BLOCK A.

SUBSCRIBED AND SWORN TO BEFORE ME: MO. 12 DAY 30 YEAR 2006

SIGNATURE OF PERSON ADMINISTERING OATH

SIGNATURE OF INDIVIDUAL OR AUTHORIZED SIGNER | TELEPHONE NO. (814) 342-4304

SIGNATURE OF CO-OWNER/TITLE OF AUTHORIZED SIGNER

S E A L

SIGN IN PRESENCE OF NOTARY

If your registration documents are not received within 90 days, please contact PennDot.

3 APPLICANT'S COPY/TEMPORARY

EXHIBIT D

"ODOMETER DISCLOSURE STATEMENT"

D

1. **No Signature by Seller - Dealer Rider Ford, Inc. as Required to Certify Statement**
2. **Plaintiff / Buyer told Defendant 1 / Seller - Dealer that Truck had More than 15 Miles on Odometer Reading but the Seller - Dealer Certified it as 15 Miles Anyway, in Apparent Violation of Federal and State Laws**

DAVID L NEARHOOD — CUSTOMER'S NAME

F63026 — STOCK NO

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, RIDER FORD (transferor's name, print)

state that the odometer now reads 15 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
FORD TRUCK	S-DTY F-250	REG CAB SR
VEHICLE IDENTIFICATION NUMBER		YEAR
1FTNF21506EB63026		2006

X _____
TRANSFEROR'S SIGNATURE

RIDER FORD
PRINTED NAME

1001 WALTON ST.
TRANSFEROR'S ADDRESS (STREET)

PHILIPSBURG — PA — 16866
CITY — STATE — ZIP CODE

12/30/2006
DATE OF STATEMENT

X x David L Nearhood
TRANSFEREE'S SIGNATURE

PRINTED NAME
DAVID L NEARHOOD
TRANSFEREE'S NAME

1223 OAK GROVE ROAD
TRANSFEREE'S ADDRESS (STREET)

MORRISDALE — PA — 16858
CITY — STATE — ZIP CODE

FAR 103-1 — ADAMS II • (717) 697-6727 • (800) 232-6711

EXHIBIT E

PENNSYLVANIA NOTICE TO APPLICANT BUYER

"OPTIONAL PRODUCTS NOT REQUIRED TO OBTAIN FINANCING"

E

1. **No Signature by Seller or Creditor at Bottom as Required to Validate Finance Agreement per Truth-in-Lending Disclosure Act (Regulation "Z")**

CITIZENS AUTOMOBILE FINANCE CORP.

PENNSYLVANIA NOTICE TO APPLICANT BUYER
OPTIONAL PRODUCTS NOT REQUIRED TO OBTAIN FINANCING

Be advised as an applicant for motor vehicle financing that the purchase of specific items related to acquiring the motor vehicle, including any service contract, warranty, debt cancellation agreement, debt suspension agreement or optional insurance coverage IS VOLUNTARY AND IS NOT REQUIRED AS A CONDITION OF RECEIVING THE FINANCING FOR WHICH YOU ARE APPLYING. However, this notice does not apply to insurance for substantial risk of damage, destruction or theft of the motor vehicle which may be required by the retail installment seller under Pennsylvania law. This notice also does not apply to options and accessories physically attached to the motor vehicle.

By signing below, the Applicant Buyer(s) acknowledges receiving the above notice both orally and in writing prior to signing any motor vehicle retail installment sale contract.

Date: _____

X David L. Hazlewood
Applicant Buyer Signature

Name: _____

Address: _____

_____

X _____
Co-Applicant Buyer Signature

Name: _____

Address: _____

_____

White: Creditor Copy Canary: Buyer Copy Pink: Co-Buyer Copy Goldenrod: Dealer Copy

AMFC-018PA REV. 9/04

EXHIBIT F

JANUARY 18TH, 2007 CERTIFIED TARE WEIGHT TICKET

"VEOILA ENVIRONMENTAL SERVICES GREENTREE LANDFILL, LLC"

1. **The tare weight of the truck on this ticket is what registered on the scales when Plaintiff had in the truck approximately 1/2 tank of gas and a rubber bedmat, broom, nylon tow rope and running boards**
2. **The truck originally came with a full tank of gas on 12/30/2006 when Plaintiff took delivery of the truck**
3. **Ticket shows that Defendant 1 had only re-registered the gross vehicle weight rating up to 6,560 lbs. at time of weighing on 01-18-2007**

F

VEOLIA ENVIRONMENTAL SERVICES

Veolia ES Greentree Landfill, LLC
635 Toby Road, Kersey, PA 15846
Tel: (814) 265-1744 • Fax: (814) 265-8745

SITE	TICKET	GRID
01	520909	
	WEIGHMASTER	
	HT066286	
DATE IN	18 Jan 07	TIME IN 3:26 pm
DATE OUT	18 Jan 07	TIME OUT 3:41 pm
VEHICLE CASH1		ROLL OFF
REFERENCE	ORIGIN Clearfield,PA	

099000

C.O.D. CUSTOMERS
635 TOBY RD

KERSEY, PA 15843

Contract: CLEARFIELD DAVID NEARHOOD Inbound - ERL-CELLS

QTY	UNIT	DESCRIPTION	RATE	EXTENSION	TAX	TOTAL
0.14	TN	10 [C03] MSW	$42.32	$26.16 [T]	$0.86	$27.02
1.00	EA	EF [C03] ENVIRONMENTAL FEE	$3.00	$3.00	$0.00	$3.00
		00 Gross Weight 6,560.00 lb				
		Stored Tare Weight 6,280.00 lb				
		Net Weight 280.00 lb				

TICKET NOTES

000000
0000

WHITE COPY-CUSTOMER YELLOW COPY- RETAIN
PINK COPY-TRANSPORTER

$30.02
NET AMOUNT $0.00
TENDERED (-$30.02)
CHANGE 4892
CHECK NO

SIGNATURE David Nearhood

Exhibit F Page 1.46

EXHIBIT G

PENNSYLVANIA OFFICE OF ATTORNEY GENERAL

CONSUMER COMPLAINT FORM

1. **Copy that Plaintiff filed with the State Attorney General's Office on 03-01-07**

G

PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

TOM CORBETT
ATTORNEY GENERAL

CONSUMER COMPLAINT FORM

www.attorneygeneral.gov

Office Use Only Investigator:	Code 1	Code 2
Complaint #		

Bureau of Consumer Protection
Manor Building, 6th Floor
564 Forbes Avenue
Pittsburgh, PA 15219
(412) 565-5135

David Nearhood
YOUR NAME

1223 Oak Grove Rd
ADDRESS

Morrisdale | PA | 16858 | Clearfield
CITY | STATE | ZIP CODE | COUNTY

814-342-7464 | 814-[redacted]290-3091
HOME PHONE NUMBER | BEST NUMBER TO CALL DURING THE DAY

Rider Motors Inc.
NAME OF BUSINESS COMPLAINT IS AGAINST

NAME OF OWNER OR OTHER INDIVIDUAL TO WHOM YOU COMPLAINED
[redacted] Philipsburg
ADDRESS

PA | 16866 | Center
CITY | STATE | ZIP CODE | COUNTY

342-4060
PHONE

Your Age:
- ☐ 18-29
- ☐ 30-44
- ☐ 45-59
- ☐ 60 or older

How did you hear about us?
- ☐ Visited Office
- ☐ Attended Lawyer Referral Service Fair or Speaking Engagement
- ☐ State Government Agency
- ☐ News Story
- ☐ Internet
- ☐ Other Please Specify:

(This information will be used for Statistical & Enforcement Purposes Only)

PRODUCT(S) OR SERVICE(S) PURCHASED	DATE OF PURCHASE	PURCHASED PRICE
2006 F-250 XL Super Duty	12-29-07	$35,889.92

To what other agencies have you complained? Citizens Automobile Finance Corp.

What action was taken? They said they are going to sue me.

Have you retained an attorney? ☐ Yes ☐ No
If yes, please provide your attorney's name, address and telephone number

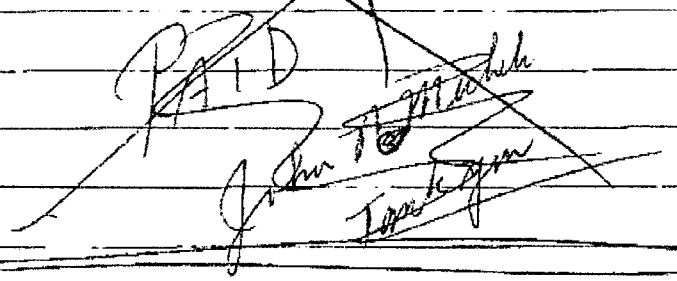
Have you filed a court action? ☐ Yes ☐ No
If yes, please state WHEN, WHERE and WHAT decision was made?

PLEASE COMPLETE THE REVERSE SIDE OF THE COMPLAINT FORM

1-800-441-2555

Please explain your complaint. You may use additional sheets if necessary. Please print or type clearly. Try to be brief, but be sure to tell **WHAT** happened, **WHEN** it happened and **WHERE** it happened. Be specific about any oral statements the business made to you, **ESPECIALLY** those that influenced you to deal with the company. Describe events in the order in which they happened. Attach **COPIES** of all contracts, letters, receipts, canceled checks (front & back), advertisements or any other papers that relate to your complaint.

I called as I got my case to Joe Penn Mallery Exchange 491 Old Stumptown Rte #190 Springfield Pa 19064 He has got me fast and I had a drunk driver hit him and was in the hospital



Look to attached Pages.

WHAT WOULD YOU LIKE THE BUSINESS TO DO TO SETTLE YOUR COMPLAINT?

Give my money back & repair my credit rating.

PLEASE READ CAREFULLY

The Attorney General cannot act as your private attorney. As a law enforcement agency, the primary function of the Office of Attorney General is to represent the public at large by enforcing laws prohibiting fraudulent or deceptive trade practices.

The information you provide will be used in an attempt to resolve your complaint and will be shared with the party complained against.

Through the Bureau of Consumer Protection, the Attorney General does provide as a service to consumers the Consumer Mediation Unit, where an attempt may be made to mediate individual consumer complaints. Your complaint will remain on file with our office and the information contained in it may be used to establish violations of Pennsylvania Law.

I certify that the information provided is true and correct to the best of my knowledge, information and belief.

David L. Nerbood — YOUR SIGNATURE

3-1-07 — DATE

REVISED JANUARY 2005

EXHIBIT H

REGISTRATION CERTIFICATE SHOWING REGISTERED GVWR AT ONLY 7000 LBS.

1. **Copy that Plaintiff Received from Defendant 1 Rider Ford, Inc. on 03-07-07 after Plaintiff Complained Again on 02-28-07 Requesting that He Bump Maximum GVWR up to the Maximum 9500 lbs Rating for the Truck**
2. **Certificate is Showing Defendant's Response to Plaintiff's Request that He Only Moved it up Slightly a token amount to 7000 lbs, still far insufficient to Accommodate Plaintiff's Request to Assure He Could Haul Legal Loads for His Occupation at or near 1.5 Tons (3000 lbs) Net Load Weight**

H

Detach Here 1 OF 1 Detach Here

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: APR 30, 2007 VALID: 03/02/07

PLATE: YPV1763 REG: GROSS WT: 07000
TITLE: 643142644O1 NE UNLADEN WEIGHT: 05737
VIN: 1FTNF21566EB63026 CLASS: 02
YR/MAKE: 2006 FORD
TYPE: TK
MID: 07036 0010 001674-001

SIGNATURE

I hereby acknowledge this day that I have received notice of the provisions of Section 3705 of the Vehicle Code

094021
DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA
16858

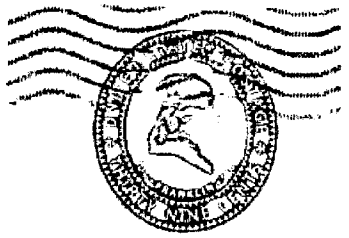
Change your address online at: www.state.pa.us Pa Keyword "DMV".

registration credential, you acknowledge that you have received notice of this provision.

TRI-COUNTY TAG SERVICE
253 BENNER PIKE
SUITE B
STATE COLLEGE, PA 16801

ALTOONA PA 166

06 MAR 2007 PM 2 L



094021
DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA
16858

Exhibit H Page 2.52

EXHIBIT I

PENNSYLVANIA DMV / DOT MV-41 FORM

"APPLICATION FOR CORRECTION OF VEHICLE RECORD OR VERIFICATION OF VEHICLE IDENTIFICATION NUMBER"

1. **Picked up at AAA Office in State College, PA to see what was Needed to Raise the Weight per Information Regarding the Form after Talking to State Police Trooper Michael Green of the Criminal Fraud Division at the PA State Police Barracks in Clearfield, PA**
2. **The Plaintiff was also told that he needed to get the GVWR Changed on the Title Also per Trooper Michael Green**

I

1-800-932-4600

MV-41 (11-06)

Commonwealth of Pennsylvania
Department of Transportation
Bureau of Motor Vehicles
Harrisburg, PA 17104-2516

APPLICATION FOR CORRECTION OF VEHICLE RECORD OR VERIFICATION OF VEHICLE IDENTIFICATION NUMBER

▲ FOR DEPARTMENT USE ONLY ▲

SEE INFORMATION ON REVERSE

Title Number	If your title is being held by a lienholder that participates in the Electronic Lien and Titling Program (ELT) check here: ☐	GVWR (if applicable)	Registration Plate Number

CHECK ✓ APPLICABLE BLOCK BELOW

1. ☐ Correction or Verification of Vehicle Identification Number. Complete Sections A, B and F.
2. ☐ Application for State Replacement Vehicle Identification Number Plate/Decal. Complete Sections A, C (MUST be completed by a Police Officer), and F.
3. ☐ Correction of body type, number of axles, or other corrections to the vehicle title or registration data. Complete sections A, D and F. (If the vehicle has been modified, such as the addition or removal of axles, or you are requesting a change to the manufacturer weight specifications, an MV-426B must be completed.)
4. ☐ Verification of Gross Vehicle Weight Rating (GVWR) or Gross Combination Weight Rating (GCWR) by Inspection Mechanic Only. Complete Sections A, E and F.

A VEHICLE OWNER INFORMATION

Last Name(s)/Company Name	First Name	Middle Initial	Jr., etc.
Co-Owner Last Name	First Name	Middle Initial	Jr., etc.
Current Street Address		City	
State	Zip Code	Please use the "County Codes" listing found on the back of this application and list the numerical code for the County of your residence.	County Code

B CORRECTION OR VERIFICATION OF VEHICLE IDENTIFICATION NUMBER

To be used only to correct typographical error of one digit, transposition of two digits, or if engine number has been erroneously recorded as the VIN OR for the purpose of VIN verification.

ATTACH TRACING HERE OR HAVE AUTHORIZED NOTARY PUBLIC EMPLOYED BY A FULL AGENT OR MOTOR VEHICLE DEALER, OR INSPECTION MECHANIC COMPLETE THE VERIFICATION INFORMATION BELOW.

Record Correct VIN	
Signature of Notary Public or Inspection Mechanic	DMV/Mechanic #

C APPLICATION FOR STATE REPLACEMENT VIN PLATE

Original Vehicle Identification Number (if known)

Reason for Replacement of VIN Plate

☐ Lost ☐ Stolen ☐ Defaced ☐ Never Received

☐ Other (Please Explain) _____

VERIFICATION BY POLICE OFFICER (Local or State Police)

Signature of Police Officer	Badge Number
Department Name	Telephone No.

D VEHICLE DATA THAT REQUIRES CORRECTION – Check only the block(s) and list the information that needs correcting due to an error in the title application or to a change in the use of the vehicle.

☐ Make of Vehicle — Correct to:	☐ Body Type — Correct to:	☐ Year — Correct to:	☐ Seating Capacity — Correct to:
☐ Odometer - See Instructions on Reverse side — Correct to:		☐ Other — Correct to:	
☐ Unladen Weight — Correct to:	☐ Registered Gross Vehicle Weight — Correct to:		☐ Registered Gross Combination Weight — Correct to:

[redacted] Mechanic Only) GVWR GCWR

Signature of Inspection Mechanic	Inspection Mechanic Number

☐ No. of Axles — Correct to:

Was additional axle installed? ☐ Yes ☐ No

NOTE: If additional axle was added, MV-426B must be completed.

F CERTIFICATION – I(We) hereby certify under penalty of law that all information given on this application is true and correct. (Date must be listed).

Signature of Owner or Authorized Person	Date
Signature of Co-Owner or Title of Authorized Person	Applicant's Telephone No.
	( )

THIS APPLICATION MAY BE PHOTOCOPIED

MESSENGER NO.

EXHIBIT J

MAY 9TH, 2007 CERTIFIED TARE WEIGHT TICKET

"INTERSTATE SCALES KWIK FILL PLAZA IN KYLERTOWN, PA"

1. **On May 9, 2007, the Plaintiff, in order to gain more evidence to the end of proving his claims in his Complaint, and to help prove his case that the dealer tampered with the weight results and gave him inaccurate ratings, got a certified reconstruction as near as possible of the true tare weight of the truck at Interstate Scales Kwik Fill Plaza in the original weight and equipment configuration condition the truck was in with a full tank of gas when he originally took delivery of the vehicle from the dealer**
2. **The tare weight of the truck on this ticket is what registered on the scales when Plaintiff had in the truck full tank of gas and a rubber bedmat, broom, nylon tow rope and running boards**
3. **The truck originally came with a full tank of gas on 12/30/2006 when Plaintiff took delivery of the truck minus the running boards which weigh approximately 35 lbs, and minus the rubber bedmat, broom and nylon tow rope, which weigh approximately another 25 lbs**

J

INTERSTATE SCALES

P.O. Box 6730, Evansville, IN 47719-0730
Ph. (812) 42[illegible]-8212 Fax: (812) 421-8325
www.interstatescales.com

No. 620241

☐ IF REWEIGH CHECK HERE
FIRST TICKET #

INTSCL

21:17:28 09 May 2007 11654

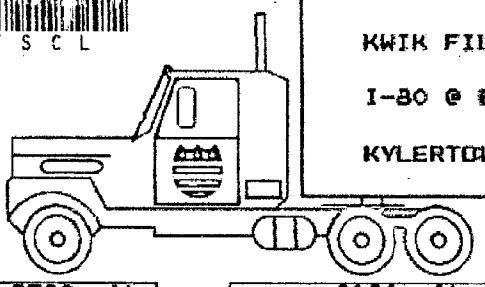
KWIK FILL PLAZA

I-80 @ EXIT 133

KYLERTOWN, PA

LICENSED PUBLIC WEIGHMASTER SEAL (IF APPLICABLE)

SM



FLEET COPY

3580 lb	2680 lb	00 lb
	6260 lb	

☑ CHECK HERE IF DRIVER IS NOT IN TRUCK DURING WEIGHING
THE GROSS WEIGHT IS THE CERTIFIED WEIGHT
ENTIRE TRUCK MUST BE ON SCALE TO BE CERTIFIED
MULTIPLE DRAFT WEIGHTS ARE NOT LEGAL FOR TRADE

Weigh $ 8.00

VIN#: 1FTN7215C67B63026

This is to certify that the following described merchandise was weighed, counted or measured by a public or deputy weighmaster, and when properly signed shall be prima facie evidence of the accuracy of the weight shown as prescribed by law.

Tractor # 1 Trailer # Company

#1 Driver Code	P.O.#	Trip #

Weighmaster

©Hargett Enterprises, Inc. 2002 All rights reserved. No part of this ticket may be reproduced without the express written consent of Interstate Scales.

INTERSTATE SCALES

Interstate Scales Guarantee

When you weigh on our certified scale and are shown to be legal then receive an overweight fine, we will pay the ticket if our scale is found to be inaccurate. If our scale is found to be correct, we will appear in court with the driver of the truck as an expert witness.

IF YOU RECEIVE AN OVERWEIGHT FINE DO THE FOLLOWING:

1. You should post a bond and request a court date.
2. Immediately notify Interstate Scales of the citation and location of the scale you weighed on prior to the fine
3. Send a copy of the weight ticket, citation, your name, company name, address and telephone number to Interstate Scales

Note: The gross weight is the certified weight. The entire truck must be on the scale to be certified. Overweight permit loads are not guaranteed.

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge and good faith belief, and that the documents attached as Exhibits to the Complaint are true and correct copies of the originals.

Respectfully submitted,

Dated: June 8, 2007 by David L. Nearhood

David L. Nearhood
Plaintiff

MAIL SERVICE LIST

Rider Ford, Inc.
Defendant 1
1001 Walton Street
Phillipsburg, Pennsylvania 16866
Phone: (814) 342-4620

Citizens Automobile Finance Corp.
Defendant 2
P.O. Box 255587
Sacramento, California 95865-5587

FILED
JUN 08 2007
William A. Shaw
Prothonotary/Clerk of Courts

ORIGINAL

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

DAVID L. NEARHOOD, Plaintiff,	:	Docket No. 07-908-CD
vs.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants.	:	

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter our appearance on behalf of Defendant, Rider Ford, Inc. in the above captioned case.

STOVER, McGLAUGHLIN, GERACE, WEYANDT & McCORMICK, P.C.

By: _____
Jeffrey W. Stover
PA No. 37652
Susan E. Bardo
PA No. 93738
122 East High Street
Bellefonte, PA 16823
(814) 355-8235

Date: June 27, 2007

FILED NO CC
m/11:28 BL
JUN 28 2007 GK
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD, Plaintiff,	:	Docket No. 07-908-CD
vs.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants.	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused the foregoing document to be served upon the person listed by depositing the same with the U.S. Postal Service, first class, postage prepaid, addressed as follows:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Date: June 27, 2007

By: Susan E. Bardo
Susan E. Bardo

ORIGINAL

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

DAVID L. NEARHOOD, Plaintiff,	:	Docket No. 07-908-CD
vs.	:	Type of Case: Breach of Contract
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants.	:	Type of Pleading: Preliminary Objections
	:	Filed on Behalf of: Defendant, Rider Ford, Inc.
	:	Counsel of Record for this Party: Jeffrey W. Stover PA No. 37652
	:	Susan E. Bardo PA No. 93738
	:	Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C. 122 East High Street Bellefonte, PA 16823 (814) 355-8235

Date: June 27, 2007

FILED NO CC
JUN 28 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD, Plaintiff,	:	Docket No. 07-908-CD
vs.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants.	:	

PRELIMINARY OBJECTIONS OF DEFENDANT RIDER FORD, INC.

COMES NOW Defendant Rider Ford, Inc., by and through its counsel, Stover, McGlaughlin, Gerace, Weyandt & McCormick and raises Preliminary Objections to Plaintiff's Complaint, a statement of which follows:

I. Motion to Strike Complaint for Failure to State a Claim upon which Relief can be Granted.

1. Plaintiff seeks a declaratory judgment releasing him from all liability on a contract for the purchase and financing of a truck, which Plaintiff purchased from Defendant Rider Ford. He also seeks monetary compensation in the form of reimbursement of money Plaintiff allegedly spent for purchase of the truck and related expenses, legal expenses, punitive damages and mental anguish and suffering.

2. Plaintiff filed his Complaint on June 8, 2007. The Complaint is not separated into individual counts. However, Plaintiff has alleged more than one cause of action.

3. Plaintiff's Complaint sounds in breach of contract.

4. Plaintiff alleges that he entered into a written sales contract agreement entitled "Buyer's Order" with Defendant Rider Ford for the purchase of a 2006 Ford S-DTY F-250 truck.

Plaintiff attached a copy of the agreement to his Complaint. A true and correct copy is attached as Exhibit "A".

5. Plaintiff alleges that he entered into a written retail installment contract with Defendant Citizens Automobile Finance Corp. to facilitate financing of the truck purchased from Defendant Rider Ford. Plaintiff attached a copy of the contract to his complaint. A true and correct copy is attached as Exhibit "B".

6. Plaintiff goes on to allege that oral terms and conditions existed as part of his agreement to purchase the truck. Said oral terms and conditions allegedly existed between Plaintiff and Defendant Rider Ford.

7. The agreement for sale of the truck contains a clause that provides "Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement."

8. Plaintiff fails to allege a breach of the written sales agreement.

9. Plaintiff's claim for breach of contract contained in his Complaint is legally deficient.

WHEREFORE, Defendant Rider Ford, Inc. prays this Honorable Court to dismiss and strike Plaintiff's count for Breach of Contract.

II. Motion to Strike Complaint for Failure to State a Claim upon which Relief can be Granted.

10. Paragraphs 1 through 9, above, are incorporated herein by reference.

11. Plaintiff sets forth a claim for damages based upon assertions of fraud in paragraph 13 of his complaint.

12. Plaintiff's complaint sounds in breach of contract. Plaintiff seeks recovery of damages for fraud and misrepresentation, which are torts.

13. Plaintiff's tort claims arise solely from his contractual relationship with Defendants.

14. The duties alleged by Plaintiff were grounded in the agreement for sale of the truck by Defendant Rider Ford.

15. Any potential liability stems from the agreement for sale of the truck.

16. Plaintiff's tort claim essentially duplicates his breach of contract claim.

17. Plaintiff's claims of fraud are barred by the gist of the action and economic loss doctrines.

WHEREFORE, Defendant Rider Ford, Inc. prays this Honorable Court to strike with prejudice Plaintiff's claims for damages based upon fraud, misrepresentation and concealment.

III. Motion to Strike Complaint for Failure to State a Claim upon which Relief can be Granted.

18. Paragraphs 1 through 17, above, are incorporated herein by reference.

19. Plaintiff seeks as part of his recovery, pain and suffering damages.

20. Plaintiff's Complaint sounds in breach of contract.

21. Pain and suffering damages are not a permitted recovery for a breach of contract claim.

WHEREFORE, Defendant Rider Ford, Inc. prays this Honorable Court to strike with prejudice Plaintiff's request for pain and suffering damages.

IV. Motion to Strike for Failure of a Pleading to Conform to Law or Rule of Court/Scadnalous or Impertinent Matter

22. Paragraphs 1 through 21, above, are incorporated herein by reference.

23. Plaintiff's Complaint contains numerous paragraphs containing a running narrative on actions allegedly taken or not taken by one or more of the parties.

24. Pa.R.C.P. 1022 sets forth that each paragraph shall contain only one material allegation.

25. Plaintiff's Complaint contains a voluminous number of factual allegations in violation of Pa.R.C.P. 1022.

26. Plaintiff's Complaint also contains averments which are scandalous and/or impertinent as they do not set forth facts supporting Plaintiff's allegations of breach of contract. The paragraphs containing these scandalous and/or impertinent averments are 17, 20, 21 and 24.

WHEREFORE, Defendant Rider Ford, Inc. prays this Honorable Court to strike with prejudice the Plaintiff's Complaint and/or the scandalous and impertinent matter contained therein.

Respectfully submitted,

STOVER, McGLAUGHLIN, GERACE,
WEYANDT & McCORMICK, P.C.

By: Susan E Bardo

Jeffrey W. Stover
PA No. 37652
Susan E. Bardo
PA No. 93738
122 E. High St.
Bellefonte, PA 16823
(814) 355-8235

Date: June 27, 2007

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

DAVID L. NEARHOOD, Plaintiff,	:	Docket No. 07-908-CD
vs.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants.	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused the foregoing document to be served upon the person listed by depositing the same with the U.S. Postal Service, first class, postage prepaid, addressed as follows:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Date: June 27, 2007

By: Susan E. Bardo
Susan E. Bardo

ORIGINAL

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

DAVID L. NEARHOOD, Plaintiff,	:	Docket No. 07-908-CD
vs.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants.	:	

PRAECIPE TO SCHEDULE ARGUMENT

TO THE COURT ADMINISTRATOR:

Kindly schedule a hearing date and time in the above captioned case for argument on the Defendant, Rider Ford, Inc.'s, preliminary objections which were filed today with the Clearfield County Prothonotary.

STOVER, McGLAUGHLIN, GERACE,
WEYANDT & McCORMICK, P.C.

By: Susan E. Bardo

Jeffrey W. Stover
PA No. 37652
Susan E. Bardo
PA No. 93738
122 E. High St.
Bellefonte, PA 16823
(814) 355-8235
Attorneys for Defendant,
Rider Ford, Inc.

Date: June 27, 2007

FILED 1cc
m/11:28/BA
JUN 28 2007
GK

William A. Shaw
Prothonotary/Clerk of Courts

D 4

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

DAVID L. NEARHOOD,	:	
Plaintiff,	:	Docket No. 07-908-CD
	:	
vs.	:	
	:	
RIDER FORD, INC. and CITIZENS	:	
AUTOMOBILE FINANCE CORP.,	:	
Defendants.	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused the foregoing document to be served upon the person listed by depositing the same with the U.S. Postal Service, first class, postage prepaid, addressed as follows:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Date: June 27, 2007

By: Susan E. Bardo
Susan E. Bardo

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

No. 2007-908-CD

TYPE OF PLEADING:

PRELIMINARY OBJECTIONS TO COMPLAINT

FILED ON BEHALF OF:
Citizens Auto Finance Corp.,
Defendant

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis Co.,
L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

FILED
JUL 05 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

PRELIMINARY OBJECTIONS TO COMPLAINT

AND NOW, comes the Defendant, CITIZENS AUTO FINANCE CORP., by and through its counsel, James C. Warmbrodt, Esquire and Weltman, Weinberg & Reis Co., L.P.A., and files the following Preliminary Objections:

1. Plaintiff initiated the within action on June 8, 2007 by the filing of a Complaint against the above-named Defendants. Attached hereto and designated as Exhibit "1" is a true and correct copy of Plaintiff's Complaint filed herein.
2. The within action stems from the Plaintiff's purchase of a motor vehicle from Defendant, Rider Ford, Inc. (hereinafter "Rider"), and Plaintiff's financing of said purchase by and through Defendant, Citizens Auto Finance Corp. (hereinafter "Citizens"), in or around December 30, 2006.

3. In his Complaint, Plaintiff seeks declaratory relief in the form of a determination that the agreements between the Plaintiff and the Defendants are null and void, as well as monetary damages in the sum of $59,199.21.

I. – FAILURE OF A PLEADING TO CONFORM TO LAW OR RULE OF COURT AND INSUFFICIENT SPECIFICITY IN A PLEADING

4. The averments contained in Paragraph 1 through 3, above, are incorporated herein by reference thereto as though herein set forth at length.

5. Plaintiff asserts a cause of action sounding in breach of contract, negligence and in fraud. See, Paragraph 6.

6. Plaintiff has failed to allege the specific manner in which any agreement between Plaintiff and Defendants has been breached, the date or dates when the alleged breach of contract occurred, nor the identity of the persons who allegedly breached the contracts on behalf of the Defendants.

7. Plaintiff has failed to set forth the specific facts in support of his allegation that Defendants have engaged in fraud, the date or dates when the alleged fraud occurred, nor the identity of the persons who allegedly engaged in fraud on behalf of the Defendants.

8. Plaintiff's cause of action is based, in part, on alleged oral agreements. See, Paragraph 9.

9. Plaintiff has failed to plead the date of the alleged oral agreement, the identity of the person or persons who allegedly entered into such oral agreements on behalf of the Defendants, or the specific terms of the alleged oral agreements.

10. Plaintiff seeks damages for the return of his down payment, for the amount of the manufacturer's rebate, for reimbursement of title, licensing and registration costs, for reimbursement of the costs of upgrades and maintenance, for reimbursement of car insurance premiums, for reimbursement of costs for storage, for interest at the rate of 8.49% APR, for reimbursement of the costs of typing, copying and printing, punitive damages and damages for mental anguish, stress, emotional distress and suffering.

11. Plaintiff has failed to state a legal or factual basis for the damages sought.

12. The material facts on which a cause of action or defense is based shall be stated in a concise and summary form. Pa. R.C.P. 1019(a).

13. Averments of fraud shall be averred with particularity. Pa.R.C.P. 1019(b).

14. Averments of time, place and special damages shall be specifically stated. Pa. R.C.P. 1019(f).

15. Plaintiff's Complaint fails to conform to law or rule of court. Pa. R.C.P. 1028(a)(2).

16. Plaintiff's Complaint lacks sufficient specificity. Pa. R.C.P. 1028(a)(3).

II –LEGAL INSUFFICIENCY OF A PLEADING (DEMURRER)

17. The averments contained in Paragraph 1 through 16, above, are incorporated herein by reference thereto as though herein set forth at length.

18. Plaintiff's cause of action for breach of contract relies on alleged oral agreements.

19. Both the purchase agreement (Exhibit "A") and the Retail Installment Agreement (Exhibit "B") attached to Plaintiff's Complaint are fully integrated

agreements which specifically state that the terms and conditions therein are not subject to modification by oral agreement.

20. Plaintiff has failed to state a legal or factual basis in support of a cause of action for breach of contract.

21. Plaintiff's Complaint alleges violations of various statutory provisions, but Plaintiff fails to set forth any statutory basis for either the recission of the agreements between the parties or for money damages.

22. Plaintiff has failed to state a legal or factual basis in support of a cause of action based upon fraud.

23. Plaintiff asserts a cause of action for intentional infliction of emotional distress.

24. Plaintiff has failed to set forth a legal or factual basis in support of his allegation that Defendants engaged in "outrageous or extreme conduct", or that Defendants' conduct has resulted in physical harm to the Plaintiff.

25. Plaintiff has failed to state a legal or factual basis in support of a cause of action for intentional infliction of emotional distress.

26. Plaintiff's Complaint fails to state a cause of action. Pa. R.C.P. 1028(a)(4).

WHEREFORE, Defendant, CITIZENS AUTO FINANCE CORP., respectfully requests that this Honorable Court enter an order sustaining its Preliminary Objections and dismissing Plaintiff's Complaint with prejudice.

Respectfully Submitted:

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: _____

James C. Warmbrodt, Esquire
PA I.D.# 42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL ACTION- (LAW) ~~(EQUITY)~~

No. 2007-908-CD

Type of Case: **BREACH OF CONTRACT**

DAVID L. NEARHOOD
Plaintiff

Type of Pleading: **COMPLAINT**

VS.

Filed on Behalf of:
PLAINTIFF
(Plaintiff / ~~Defendant~~)

RIDER FORD, INC.
Defendant

Counsel of Record for this Party:

AND

David L. Nearhood, In Propria Persona
~~(Name of Attorney)~~

CITIZENS AUTO FINANCE CORP.
Defendant

Supreme Court No.: _____

N / A
(Firm Name, if any)

1223 Oak Grove Road
(Address 1)

Morrisdale, Pennsylvania 16858
(Address 2)

(814) 342-7464
(Phone)

Dated: June 8, 2007

David L. Nearhood
(Signature)

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

JUN 08 2007

Attest. William L. Shaw
Prothonotary/
Clerk of Courts

EXHIBIT
1

David L. Nearhood Plaintiff
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO. _____**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. 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.

Court Administrator
Clearfield County Courthouse
230 East Market & North Second Street
Clearfield, Pa 16830
(814) 765-2641, Ext. (5982)

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	:
	:
RIDER FORD, INC., a/k/a RIDER FORD	:
	:
and	**: CASE NO. _____**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	:
	:
	:
Defendants	:

COMPLAINT

I. - FACTS, ISSUES, BASIS OF ACTION AND CLAIMS OF THE CASE

1. The Plaintiff is David L. Nearhood, a sovereign individual, with his home address located at 1223 Oak Grove Road, Morrisdale, Pennsylvania 16858 ("Plaintiff").
2. Defendant Number One is Rider Ford, Inc., a Ford truck dealer, also known as Rider Ford, and is a corporation with its offices and last known mailing address at 1001 Walton Street, Phillipsburg, Pennsylvania 16866 ("Defendant 1").

3. Defendant Number Two is Citizens Automobile Finance Corp., a finance credit company, also known as Citizens Auto Finance Corp, and is a banking corporation with its offices and last known mailing address at P.O. Box 255587, Sacramento, California 95865-5587 ("Defendant 2").

4. On or about December 30, 2006, the Plaintiff David L. Nearhood signed and executed a written sales contract agreement, entitled "Buyer's Order" (the "Contract"), with Defendant 1, Rider Ford, Inc., for the purchase, delivery and financing under certain terms and conditions Plaintiff specified, of a new 2006 Ford S-DTY F-250 truck in the original principal amount of $28, 602.50 with a cash downpayment of $6,500.00 that was made by Plaintiff, and the unpaid balance of $22, 102.50 that was agreed to be financed thereunder by Defendant 2, Citizen's Automobile Finance Corp. A true and correct copy of the Contract is attached hereto as **Exhibit A** and incorporated herein by reference.

5. On or about December 29, 2006, the previous day, the Plaintiff David L. Nearhood in the offices of Defendant 1, signed and executed a written financing agreement for the unpaid balance of $22, 102.50, and together with the total titling, license and Motor Vehicle registration fees of $93.50 that were paid by or for Plaintiff, entitled "Retail Installment Contract" (the "Finance Agreement"), and containing an attached "rider" clause entitled "Seller's Assignment", with Defendant 2, Citizens Automobile Finance Corp., to obtain the necessary credit for the purchase, delivery and financing under those certain terms and conditions Plaintiff specified, of a new 2006 Ford S-DTY F-250 truck. Neither Defendant 2 banking corporation nor any of its representatives were present that day in the offices of Defendant 1, but Defendant 1 filled out the Finance Agreement paperwork

on behalf of Defendant 2 and handed it to Plaintiff for him to sign. A true and correct copy of the Finance Agreement with the attached "rider" Seller's Assignment clause, is attached hereto as **Exhibit B** and incorporated herein by reference.

6. The Plaintiff hereby asserts a cause of action[38-39, 42-60] for breach of contract ex contractu for fraud, misrepresentation, deception, concealment, negligence, invalid contract, illegal contract, defacto contract, and unconscionable contract or *contra bonos mores*[41] [Latin: "against good morals"]; and the Defendants are hereby joined by mandatory joinder, and Plaintiff joins Defendant 1 and Defendant 2, both or any one of them as liable to the Plaintiff on and by reason of the breach of the contractual obligation[40] being sued upon, regardless of the capacities in which such Defendants are respectively liable, or whether they are primarily or secondarily or severably liable or whether their liabilities arise from the same or separate acts or undertakings.
7. Plaintiff hereby reserves all his rights in joiner of defendants and asserts that a series or sequence of transactions or occurrences in this matter gives rise to more than one cause of action heretofore asserted in assumpsit and trespass, against the same person, including causes of action in the alternative, and Defendants are therefore joined in separate counts in the action against each Defendant person.
8. Plaintiff hereby joins the Defendants as persons against whom the plaintiff asserts any right to relief jointly, severally, separately or in the alternative, in respect of or arising out of the same transaction, occurrence, or series of transactions or occurrences as there is a common question of law or fact affecting the liabilities of all such persons arising in this action.

9. As part of the certain oral terms and conditions in the Contract that Plaintiff specified with Defendant 1 and binding upon Defendant 2 for the purchase, delivery and financing of the truck, the dealer and seller Defendant 1 agreed and represented to Plaintiff, and by extension and by the doctrine of mutual implied assumpsit, Defendant 2 also therefore agreed, and told Plaintiff that they would sell, deliver and finance to him a new 2006 Ford S-DTY F-250 truck registered via the Pennsylvania DMV/DOT MV-1 Application for Title form, with the maximum Gross Vehicle Weight Rating ("GVWR") for this class of truck around 9500 lbs, or about 4.75 tons total load capacity so that Plaintiff could obtain a vehicle necessary in his livelihood and line of work or occupation to make money and to be able to legally haul net loads of at least around 2000 lbs., or about 1 ton or more net load capacity. Defendant 1 also willfully put down the wrong vehicle insurance info on the MV-1 Application for Title form even though the Plaintiff repeatedly told him it was wrong before he filled this info out on the form, saying and insisting that "it did not matter". A true and correct copy of the Application for Title MV-1 form is attached hereto as **Exhibit C** and incorporated herein by reference.

10. No gross vehicle weight rating was listed by the seller as required by and in compliance with the law by Defendant 1 on the MV-1 form under the "Vehicle Description" section of the GVWR, it was left blank and the MV-1 form was also not signed by the seller as required by law before filing with the PA DMV/DOT agency responsible for issuing titles and registration.

11. No gross vehicle weight rating was listed by the creditor/assignee as required by law by Defendant 2 under the gross vehicle weight section of the Financing Agreement form , it

was left blank and the Financing Agreement form was also not signed by the creditor as required by law, and, **as is Required to Validate Contract per Truth-in-Lending Disclosure Act (Regulation "Z") per Truth-in-Lending Disclosure Act (Regulation "Z") and Other Federal and State Laws Regarding Validation of Contract,** and the creditor/assignee Defendant 2 NEVER exercised due diligence by return of a signed copy of the Retail Installment Contract/Financing Agreement to the Plaintiff; wherefore the Finance Agreement contract is invalid on its face and thereby null and void *ab initio*, and the creditor/assignee NEVER exercised due diligence by seeing to it that the seller entered, adjusted or fixed the gross vehicle weight section of the Contract paperwork and that the seller met all covenants and conditions of the Contract per the assignee clause, wherefore there exists several additional grounds[30-37, 42-60] for the Court to declare the entire Contractual arrangement invalid and thereby null and void.

12. **The Sellers Assignment clause in the Financing Agreement and the terms of the Finance Agreement at the "Notice" section is very conspicuous** wherein it states in all bold caps, "ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OR GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR" it **both binds the seller (Defendant 1); and by the Doctrine of mandatory assumpsit, implied assumpsit, they also bind Defendant 2**; and Plaintiff hereby asserts in assumpsit and trespass doctrine, against both of said Defendants, for primary liability, joint liability, but including causes of action in the

alternative for secondary liability and implied mutual liability for Defendant 2.

13. The Plaintiff hereby asserts another cause of action[42-60] whereby the seller/dealer Defendant 1 in this action, Rider Ford, Inc., has apparently committed contract fraud and fraudulent concealment wherein he willfully failed or refused to sign the Odometer Disclosure Statement but falsely stated on the form that it read only 15 miles, in violation of both Federal and State law, even though the Plaintiff David L. Nearhood told Defendant 1 representative and salesman Thomas C. Dry that the Odometer had more than 15 miles on it. The Plaintiff also notes here in regards to the mileage statement, that on the Contract Form, **Exhibit A**, that the Defendant 1 and Mr. Thomas C. Dry filled out and did sign, it was stated and checked in the check box that the vehicle was being sold as a "New" vehicle. A true and correct copy of the Odometer Disclosure Statement is attached hereto as **Exhibit D** and incorporated herein by reference.

14. The applicant Plaintiff was also given a copy of a "PENNSYLVANIA NOTICE TO APPLICANT BUYER OPTIONAL PRODUCTS NOT REQUIRED TO OBTAIN FINANCING" for which no signature was provided by either the seller, Defendant 1, or the creditor, Defendant 2, **as is Required to Validate Finance Agreement per Truth-in-Lending Disclosure Act (Regulation "Z").** A true and correct copy of the Pennsylvania Notice to Applicant Buyer Optional Products Not Required to Obtain Financing is attached hereto as **Exhibit E** and incorporated herein by reference.

15. In addition, the Plaintiff hereby asserts and makes further statement and claim that when he took delivery of the truck, on December 30, 2006, Plaintiff noticed that Defendant 1, the dealer, had failed to put any gross vehicle weight rating on the Contract that the

Plaintiff and Defendant 1 had signed and mutually agreed upon previously as a condition of purchasing the truck, and when Plaintiff pointed this fact out to said defendant and repeated their previous mutual verbal agreement to raise the GVWR to the maximum 9500 lbs legally allowable rated, the dealer then refused to cooperate in any meaningful fashion over the next 3 weeks to rectify the problem except to raise the "registered" GVWR figure to 6400 lbs, and this was in spite of several attempts since delivery was taken up until the present time as of the date of this Complaint being filed.

16. On or around January 18, 2007, Defendant 1, after much prodding by Plaintiff, finally did a weight scale rating at Veoila Environmental Services Greentree Landfill, LLC., and had the gross vehicle weight rating registered only at just over 6,560 lbs, whereas the actual stored tare weight of the truck measured at 6,280 lbs, yielding only a paltry 280 lbs legal net weight load capacity. This tare weight of the truck is what registered on the scales when Plaintiff had in the truck approximately 1/2 tank of gas and a rubber bedmat, broom, nylon tow rope and running boards. The truck came with a full tank of gas when Plaintiff took delivery of the truck, and the tank's capacity is 39 gallons with gasoline weighing approximately 8 lbs per gallon. Therefore, the true tare weight on a full tank would be adjusted upwards by 156 lbs to 6436 lbs, about the same as Defendant 1 initially put the declared registration GVWR, which meant the absurdity that Plaintiff could legally haul almost nothing, barely 124 lbs. in net weight load. A true and correct copy of the Veoila Environmental Services Greentree Landfill, LLC Certified Tare Weight Ticket is attached hereto as **Exhibit F** and incorporated herein by reference.

17. On or about March 1, 2007, the day previous to receiving the new registration certificate

in the mail from the dealer's "efforts" as outlined in Paragraph 18, *infra*, the Plaintiff complained to the State of Pennsylvania Attorney General's Office in Harrisburg, and their reply was essentially that they would intervene with the creditor Citizens Automobile Finance Corp. to repair his credit and allow him to have the Sales Contract reinstated that Plaintiff made no payments on, since taking delivery of the truck. A true and correct copy of the Consumer Complaint Form that Plaintiff Filed with the Attorney General's Office is attached hereto as **Exhibit G** and incorporated herein by reference.

18. On or about February 28, 2007, after the Plaintiff complained again to Defendant 1 Rider Ford, Inc., in response from the Defendant, he received in the mail on or about March 7, 2007, a new registration certificate bumping the GVWR up only slightly a token amount to only 7000 lbs., still far below what Plaintiff told the Defendant 1, Rider Ford, Inc., what he needed, **and still far insufficient to Accommodate Plaintiff's Request to Assure He Could Haul Legal Loads for His Occupation at or near 1.5 Tons (3000 lbs) Net Load Weight** A true and correct copy of the 03/02/07 Registration Certificate showing registered GVWR at only 7000 lbs. is attached hereto as **Exhibit H** and incorporated herein by reference.

19. Plaintiff made no payments on the truck sales Contract he signed because it is his position and he therefore Claims that the Defendants' actions are and were fraudulent, that they effectively engaged in concealment, deception and misrepresentation from the beginning hitherto, and Plaintiff further hereby claims that therefore, the Contract and the associated Finance Agreement are both null and void ab initio, from the very beginning, and that Plaintiff had and has no obligation to perform on his end of the agreement

except to return the truck at no extra charge due from him (per 13 Pa.C.S. § 2601 - 2602; UCC § 2-602(2)(b), and per rescission, and revocation of acceptance of contract[61-62] due to fraud[42-60]) to the dealer or creditor if the Co-Defendants (Defendant 1 and Defendant 2) failed to specifically perform to their mutual obligations to Plaintiff in seeing that the vehicle was properly registered with the correct maximum gross vehicle weight rating GVWR of the truck, as he made known and was requested by Plaintiff in his original terms and conditions for buying the truck. Plaintiff has previously verbally notified Defendants or Defendant's agents by phone and by Certified Mail of his position regarding the fraud and concealment issues, and of the rescission and revocation of acceptance of contract. Plaintiff hereby notifies Defendants again in writing of the same, as of this date, of the filing of this Complaint.

20. Shortly after having received the new registration certificate in the mail increasing the GVWR only slightly a token amount upwards to 7000 lbs., the Plaintiff contacted and was spoken to by Pennsylvania State Police Trooper Michael Green of the Criminal Fraud Division of the Clearfield Barracks, and Trooper Green advised him that Plaintiff needed to file an application known as an MV-41, "APPLICATION FOR CORRECTION OF VEHICLE RECORD OR VERIFICATION OF VEHICLE IDENTIFICATION NUMBER". The Plaintiff was also told that he needed to get the GVWR changed on the title also. A true and correct copy of the MV-41 - APPLICATION FOR CORRECTION OF VEHICLE RECORD OR VERIFICATION OF VEHICLE IDENTIFICATION NUMBER. is attached hereto as **Exhibit I** and incorporated herein by reference.

21. Pennsylvania State Police Trooper Michael Green of the Clearfield Barracks, at Clearfield County, PA also conducted an official Civil and Criminal Fraud Investigation, and filed a State Police Fraud Investigation Report. The Plaintiff hereby gives Judicial Notice to the Court that he intends to subpoena state Trooper Green with a *Subpoena Duces Tecum* for his official State Police Fraud Investigation Report, along with all field notes he took, as evidence to be presented in and to help prove Plaintiff's case at trial.

22. Plaintiff at this point no longer desires to keep the truck and he desires to seek a ruling from this Honorable Court for a declaratory judgment releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the Defendants because it is his position and he therefore Claims that the Defendants' actions are and were fraudulent[42-60], that they effectively engaged in concealment, deception and misrepresentation from the beginning hitherto, and Plaintiff further hereby claims that therefore, the Contract and the associated Finance Agreement are both null and void ab initio, from the very beginning, and that Plaintiff had no obligation then and has no current obligation now to specifically perform on his end of the contract agreements except to return the truck to the dealer or creditor at no extra charge or cost to the Plaintiff to either of the Co-Defendants (Defendant 1 and Defendant 2) since they failed on their end to specifically perform to their mutual obligations to Plaintiff.

23. Furthermore, Plaintiff herein asserts and affirmatively makes claim that it is Defendant 1 who has liability to Defendant 2 and not the Plaintiff because of the Seller's Assignment clause in the Retail Installment Contract giving liability of the Seller for the expenses of

repossession of the vehicle to the Creditor in the event the Plaintiff Buyer / Debtor sues in a judicial proceeding for breach of contract of the defendant seller and the court finds for the Plaintiff Buyer / Debtor and either the Contract or the secured Finance Agreement or both are found null and void, see 13 Pa.C.S. § 9203(b)(1), and no enforceability of contract may be laid against Plaintiff in this case on grounds that value has not been given buyer/Plaintiff for what he bargained for[32], and 13 Pa.C.S. § 9404, in conjunction with the Finance Agreement assignment clause, which provides Plaintiff certain rights in laying claims or defenses against assignor that assignee must assume, pay or reimburse assignor or debtor[32]; and furthermore for the second reason that Defendant 2 Creditor failed to sign and give a signed copy to Plaintiff of his Finance Agreement, thereby an additional reason making the Retail Installment Contract null and void and releasing Plaintiff from any liability.

24. On or about May 9, 2007, the Plaintiff, in order to gain more evidence to the end of proving his claims in Paragraphs 1 thru 23, *supra*, of this Complaint, and to help prove his case that the dealer tampered with the weight results and gave him inaccurate ratings, took and hauled the truck to the Interstate Scales Kwik Fill Plaza in Kylertown, PA to get a certified reconstruction as near as possible of the true tare weight of the truck in the original weight and equipment configuration condition the truck was in with a full tank of gas when he originally took delivery of the vehicle from the dealer. A true and correct copy of the Interstate Scales Kwik Fill Plaza Certified Tare Weight Ticket is attached hereto as **Exhibit J** and incorporated herein by reference.

25. Plaintiff herein declares that this Complaint is not subject to and is not eligible for

arbitration and further certifies that neither the Contract nor the Finance Agreement contains an arbitration clause.

II. - DAMAGES AND RELIEF SOUGHT

26. The Plaintiff, David L. Nearhood, herein states and affirms that he has been financially damaged and Defendants have caused Plaintiff and his family great frustration and detrimental harm to his physical health and well-being, and mental and emotional upset, anguish, stress and considerable financial distress, injuries and damages have been brought and intentionally inflicted upon Plaintiff by Defendants to his mental and emotional state, and to his property rights, financial interests, and to his livelihood and to his earnings by the reckless, careless, negligent and fraudulent and deceptive concealment actions and omissions of the Co-Defendants (the "Defendants - Defendant 1, Rider Ford, Inc. and Defendant 2, Citizens Automobile Finance Corp.), whether acting alone, together, in-concert, jointly, separately or severably, or in the alternative, in respect of or arising out of the same transaction, occurrence, or series of transactions or occurrences as there is a common question of law or fact affecting the liabilities of all such persons arising in this action.

27. Plaintiff therefore, (1.) besides the relief sought in Paragraph 22 above seek a ruling from this Honorable Court for a declaratory judgment that the instruments he signed with the Defendants are null and void, releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the

Defendants; also (2.) seeks judgment against Defendants, jointly and severably, for award of damages plus reimbursement of costs and expenses together with accrued interest.

28. The outstanding amounts due Plaintiff that he seeks judgment via this Complaint are itemized as follows:

Return of Downpayment on Truck -	$2,000.00
Return of Rebate as Liquidated Damages -	$4,500.00
Expenses for Titling, Licensing and Registration -	$ 93.50
Expenses for Required Equipment Upgrades and Maintenance -	$ 496.29
Accrued Vehicle Insurance Costs thru June 3, 2007 @ $185/bi-monthly -	$ 740.00
Accrued Vehicle Storage Costs @ $50.00 per diem 12/30/06 - 06/03/07 -	$7,700.00
Accrued Interest at 8.49% APR Returned as Liquidated Damages -	$7,287.42
Legal Expenses for Typing Services, Copying, Printing Costs -	$ 382.00
Damages for Loss of Income, not having truck legal load capacity from January 1, 2007 forward to June 3, 2007 @ $500 per week -	$11,000.00
Punitive Damages for Fraud, Concealment and Misrepresentation -	$20,000.00
Mental Anguish, Stress, Emotional Distress, Suffering -	$5,000.00
Total Amount Due	**$59,199.21**

Interest continues to accrue under the Complaint from June 3,, 2007 forward at 8.49% per annum; $6.84 per diem.

29. The Plaintiff is also entitled to reimbursement for reasonable ongoing legal expenses and court costs incurred in this matter.

III. - MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF COMPLAINT

30. Pursuant to Title 10, Pennsylvania Code, at 10 Pa. Code § 13.11. (a), (c)(1), (c)(2), and (d)(2).: Limits on indebtedness of one customer - The truck loan of Plaintiff David L. Nearhood is excluded from any indebtedness he may have to which the indebtedness limitation applies.

31. The parameters of which the Defendants Rider Ford, Inc. and Citizens Automobile Finance Corp. and Plaintiff David L. Nearhood are all mutually bound is found in the Pennsylvania Uniform Commercial Code (the U.C.C.) definitions at 13 Pa.C.S. § 120. : **Agreement** - The bargain of all the Plaintiff and Defendant parties in fact as found in the language, *or by implication from other circumstances* including course of dealing or usage of trade or course of performance as provided in this title, which includes all the verbal agreements for Defendants to deliver the truck with a *properly registered maximum gross vehicle weight rating per customer's specific request*. **Contract** - The *total legal obligation which results from the aforesaid agreement of all the Plaintiff and Defendant parties*, as affected by this title, *with the contents in writing, and all verbal agreements to supply the truck with the max GVWR rating as requested by customer, and any other applicable rules of law*.

32. Division 9 provisions of 13 Pa.C.S. in the Pennsylvania U.C.C., relating to secured transactions, are relevant and apply in Plaintiff's case for the vehicle insurance required by the Contract and Finance Agreement as well as the truck transfer itself, and in particular, 13 Pa.C.S. § 9203(b)(1), provides that no enforceability of contract may be laid against Plaintiff in this case on grounds that value has not been given buyer/Plaintiff for what he bargained for since Defendants failed to deliver to Plaintiff possession and

title to the vehicle with a properly licensed GVWR on the truck, and 13 Pa.C.S. § 9404, in conjunction with the Finance Agreement assignment clause, which provides Plaintiff certain rights in laying claims or defenses against assignor that assignee must assume, pay or reimburse assignor or debtor[23].

33. The Plaintiff hereby positively affirms and lays claim or otherwise makes defense to any counterclaim of either of the Defendants that the Sales Contract Agreement (the "Contract") and the Retail Installment Contract (the "Finance Agreement") are BOTH defective and null and void *ab-initio* on grounds THAT (1.) they lack sufficiency of description, as required by 13 Pa.C.S. § 9108, or in the alternative, THAT (2.) they lack ALL the elements necessary to meet the requirements fully of sufficiency of description, again, as is required by 13 Pa.C.S. § 9108 .

34. In the Pennsylvania Motor Vehicle Sales Financing Act (the "Act") at 69 P.S. § 614(A), it states, "*Every installment sale contract shall state the full names and addresses of all the parties thereto, the date when signed by the buyer, and shall contain a description of the motor vehicle sold which shall be sufficient for accurate identification*". Plaintiff herein affirmatively lays claim and shows that the vehicle description is deficient and insufficient for identification purposes in that the MV-1 Form (**Exhibit C**) as part of the Buyer's Agreement (**Exhibit A**) dealer paperwork and the Finance Agreement or Retail Installment Contract (**Exhibit B**) each fails to state and disclose the body, type, gross vehicle weight rating, and major items of equipment sold, on the contract form agreements in the respective "Vehicle Description" or "Description of Vehicle" sections, where indicated they should be stated. Section 614(B) of the Act provides the following,

that "*Every installment sale contract shall set forth clearly and conspicuously in writing the following separate items as such and other information as applicable*". **Plaintiff positively asserts and herein states that for a truck, the gross vehicle weight rating is one of the applicable required "other information as applicable" items in the Vehicle Description section of the contract forms agreements.** And Section 614(C) requires that " *Every installment sale contract shall provide a description that reasonably identifies any collateral security in which a security interest is provided to secure the buyer's obligation pursuant to 13 Pa.C.S. § 9108 (relating to sufficiency of description), including the motor vehicle and any other collateral*". Plaintiff therefore affirms and states, THAT for a truck, and especially when the buyer had repeatedly requested it prior to signing, a sufficient and reasonable and applicable description must include, but not be limited to the listing of the (max) Gross Vehicle Weight Rating or GVWR of the truck.

35. The Defendants each, separately, severably, severally or jointly, violated Section 615 of the Act by the seller or dealer permitting or encouraging the Plaintiff to execute the installment sales contract (by proxy for the finance company) to be executed in blank i n one or more critical sections such as in the "Description of Vehicle" section , and the purchaser could not and cannot under 69 P.S. Section 632 waive said violations of Defendants by having driven or by continuing to drive the vehicle after all the financing terms had been disclosed. Berke v. Keystone Dodge, Inc., 14 Pa. D & C.3d 641 (1980).

36. The Defendants were each contributorily negligent and misrepresented and fraudulently and deceptively concealed their intent not to honor Plaintiff's reasonable request to include a max GVWR title registration upon delivery of the truck, when they stalled, put

off, omitted, delayed and otherwise failed to come through and perform their mutual obligation to Plaintiff, and the financing company or Dealer Rider Ford, Inc. is equally or mutually liable and obligated to Plaintiff as well as the finance company Citizens Automobile Finance Corp. *Under the Motor Vehicle Sales Finance Act, any defense a buyer of a motor vehicle may have against vehicle's seller is effective against financing agency.* 1971 Op.Atty.Gen. No. 65.

37. The Defendants each, individually, separately, severably, severally or jointly, were negligent and violated Section 617 and Section 632 of the Act by the seller or dealer failing to provide for or failed to otherwise offer the buyer an insurance policy for the dual protection of the buyer and of the seller, or subsequent holder, to the extent of his interest in the motor vehicle, and upon terms and conditions which are reasonable or appropriate considering the type and condition of the motor vehicle.

38. The Defendants also engaged in a series and a pattern of behavior of fraudulent transactions and active concealment and deception when they had initially promised but then failed to follow through and deliver on that promise to properly register and license the truck with an appropriate (max) GVWR listed on the title and registration receipts., but instead engaged in a pattern of fraudulent conspiratorial behavior towards Plaintiff when he attempted to get them to correct the problem of callousness, stalling, delaying, lying, failing to disclose their true intent not to cooperate with Plaintiff in getting GVWR properly registered, then making more false promises and representations that they would "fix" the problem but utterly and completely failed to follow through in any meaningful not token way and do so.

39. Some definitions from 69 P.S. § 543 and Purdon's Pennsylvania Statutes Annotated are appropriate and applicable in describing the concealment and fraudulent behavior and conduct that Defendants engaged in towards Plaintiff David L. Nearhood:

Fraudulent transactions. - Nothing herein shall validate a transaction within its provisions which is actively or constructively fraudulent. 1927, May 13, P.L. 984, § 3.

Conceal... - Restatement (second) of contracts § 160 cmt. a (1979).

Active concealment. - The concealment by words or acts of something that one has a duty to reveal. [cases: 16 Fraud 29A Pa.D.2d].

Fraudulent concealment. - The affirmative suppression or hiding, with the intent to deceive or defraud, of a material fact or circumstance that one is legally (or, sometimes, morally) bound to reveal. - Also termed *hidden fraud.* [cases: 16 Fraud 29A Pa.D.2d].

Illegal contract. - A promise that is prohibited because the performance, formation, or object or the agreement is against the law. ... [4 Contract].

Invalid Contract. - A contract that is either void or voidable. [4 Contract].

De facto contract of sale. - A contract purporting to pass property but defective in some element. [4 Contract].

40. Adhesion contract & fiduciary relationship. - The bank and finance company, Citizens Auto Finance Corp. had an adhesion contract and fiduciary relationship with Plaintiff David L. Nearhood for which they were mutually bound and morally and legally obligated to honor and perform, same as goes for the Dealer and Seller, Rider Ford, Inc.

41. *Contra bonos mores.* - [Latin "against good morals]. Offensive to the conscience and to a sense of justice. ... Contracts *contra bonos mores* are voidable.--- Also termed *contra*

bonos mores et decorum; adversus bonos mores. "Whatever is contra bonos mores et decorum, the principles of our law prohibit, and the King's Court, as the general censor and guardian of the public manners, is bound to restrain and punish." Jones v. Randall, 98 E.R. 706, 707 (1774) (per Mansfield, C.J.). **As Plaintiff previously stated at Paragraph 6 of his Complaint, *supra*, his sales Contract and the Finance Agreement (RETAIL Installment Contract) that he has or had with the Defendants are *contra bonos mores*, and they are therefore null and void.**

42. **E.D. Pa. 1998**. *Under Pennsylvania law, tort of fraudulent concealment permits finding of liability when vendors or their agents intentionally fail to disclose material information. Restatement (Second) of Torts § 550.* American Planned Communities, Inc. v. State Farm Ins. Co., 28 F.Supp.2d 964.

43. **E.D. Pa. 1998**. *Under Pennsylvania law, fraud can consist of anything calculated to deceive, whether by single act or combination or by suppression of truth or suggestion of what is false.* Smith v. The Equitable, 27 F.Supp.2d 565.

44. **E.D. Pa. 1998**. *To be actionable under Pennsylvania law, misrepresentation need not be in form of positive assertion; rather, it may be a concealment of that which should have been disclosed, which deceives or is intended to deceive another to act upon it to his detriment*[56]. Kerrigan v. Villei, 22 F.Supp.2d 419. In the instant case, Plaintiff David L. Nearhood lays affirmative claim and assertion herein that was mislead by Defendants and they misrepresented the material facts and lead him on to believe, via means of failure to disclose their true intent that they were not going to cooperate with him to get the GVWR properly titled and registered, and further via means of false inducement and false

promises to his detriment to sign the sales and finance contracts, alleging that he would get a new truck vehicle so that he could engage in his livelihood and occupation with said vehicle being registered with the maximum legal Gross Vehicle Weight Rating (GVWR) permissible for that class of vehicle of 9500 lbs.

45. The *caveat emptor* doctrine does not preclude and does not bar a debtor or purchaser from asserting fraudulent concealment on a claim. In re Joshua Hill, Inc., 199 B.R. 298, affirmed in part, reversed in part. Joshua Hill, Inc. v. Whitemarsh Tp. Authority, 151 F.3d 1025.

46. **E.D. Pa. 1996**. *Under Pennsylvania law, fiduciary duty may be breached by failing to disclose material fact.* 15 Pa.C.S.A. § 512. Resolution Trust Corp. v. Lutz, 914 F.Supp. 1163.

47. **E.D. Pa. 1994**. *False information for claim of fraudulent misrepresentation may be communicated directly, or indirectly by nondisclosure of material facts. Deliberate nondisclosure of material fact is equivalent of affirmation of falsity to support claim of fraudulent misrepresentation, and innocent misrepresentation is actionable if it pertains to matter material to transaction involved. Deliberate nondisclosure is equivalent for claim of fraudulent misrepresentation to intentionally affirming falsity.* Fort Washington Resources, Inc. v. Tannen, 858 F.Supp. 455, reconsideration denied.

48. **E.D. Pa. 1993; Bkrtcy. W.D. Pa. 1992; Bkrtcy. W.D. Pa. 1991; Pa. Super. 1977**. Under Maryland or Pennsylvania law, "fraud" consists of anything calculated to deceive, whether by single act or combination, whether by suppression of truth or suggestion of what is false, and whether by direct falsehood or by innuendo, speech, silence, word of

mouth, look, or gesture. Greenburg v. Tomlin, 816 F.Supp. 1039; In re Gillingham, 143 B.R. 55, affirmed 150 B.R. 907; In re Berringer, 125 B.R. 444, reversed, Huff v. Nationwide Ins. Co., 167 B.R. 53, affirmed 989 F.2d 487; Martin v. Hale Products, Inc., 699 A.2d 1283.

49. **E.D. Pa. 1992**. *Under Pennsylvania law, for purpose of negligent misrepresentation claim, false information may be communicated either directly or indirectly by nondisclosure of known material facts.* Temp-Way Corp. v. Continental Bank, 139 B.R. 299, affirmed 981 F.2d 1248.

50. **E.D. Pa. 1991**. *Failure to disclose material fact amounts to misrepresentation where disclosure would correct mistake as to basic assumption and nondisclosure amounts to failure to act in good faith and in accordance with fair dealing.* Derby & Co., Inc. v. Seaview Petroleum Co., 756 F. Supp. 868.

51. **M.D. Pa. 1994**. *Pennsylvania law recognizes that actionable claim of fraud may be based upon positive assertion as well as failure to disclose.* Piezo Crystal Co., a Div. of PPA Industries, Inc. v. Uddeholm Corp., 870 F.Supp. 589.

52. **M.D. Pa. 1984; Bkrtcy. M.D. Pa. 1998; Pa. 1991; Pa.Super. 1997.** Under Pennsylvania law, deliberate nondisclosure or concealment of material facts amounts to culpable misrepresentation no less than does intentional false statement or affirmation of material falsity. Allstate Ins. Co. v. A.M. Pugh Associates, Inc., 604 F.Supp. 85; Restatement (Second) of Torts § 551. In re Solfanelli, 221 B.R. 141; Moser v. DeSetta, 589 A.2d 679, 527 Pa. 157; Martin v. Hale Products, Inc., 699 A.2d 1283.

53. **Pa.Super. 1992**. *To be actionable as "fraud", defendant's concealment must be*

intentional and must be related to material information. Fraud may arise from the making of knowingly false representation of fact, from an intentional concealment of true facts which is calculated to deceive other party, or from nonprivileged failure to disclose facts to other party. Sevin v. Kelshaw, 611 A.2d 1232, 417 Pa.Super. 1.

54. **Pa.Super 1991**. *To be actionable, misrepresentation need not be in form of positive assertion, and may be any artifice by which person is deceived to his disadvantage; misrepresentation may be by false allegations or by concealment of that which should have been disclosed; which deceives or is intended to deceive person to act upon it to his detriment.* Wilson v. Donegal Mut. Ins. Co., 598 A.2d 1310, 410 Pa.Super. 31.

55. **Pa.Super 1989**. *Fraud arises where the misrepresentation made is knowingly false, where there is an intentional concealment calculated to deceive, or where there is a nonprivileged failure to disclose.* Smith v. Renault, 564 A.2d 188, 387 Pa.Super. 299.

56. **Pa.Super 1983**. *To be actionable as a fraud, a misrepresentation need not be in the form of a positive assertion but is any artifice by which a person is deceived to his disadvantage and may be by false or misleading allegations or by concealment of that which should have been disclosed, which deceives or is intended to deceive another to act upon it to his detriment*[44]. Delahanty v. First Pennsylvania Bank, N.A., 464 A.2d 1243, 318 Pa.Super. 90.

57. **Pa.Super 1977**. *Active concealment by a vendor of defects known to be material to the purchaser is legally equivalent to affirmative misrepresentation.* National Bldg. Leasing, Inc. v. Byler, 381 A.2d 963, 252 Pa.Super. 370. In the instant case, Plaintiff positively asserts and claims that the Defendants knew or reasonably should have known that

delivering truck to Plaintiff with the included (max) Gross Vehicle Weight Rating (GVWR) supplied on the title and registration was of material and paramount importance and should not have mislead the Plaintiff by active concealment and misrepresentation that they were going to provide such to purchaser when they had no intention of doing so or were fraudulently negligent in failing to do so.

58. **Pa.Com.Pl. 1963**. *While it is true that silence may, in some circumstances, constitute a representation, it cannot be such if there is no duty on the party to speak.* Snyder v. Greenwalt, 4 Adams L.J. 177. The Plaintiff herein in the instant case, positively asserts and lays claim against Defendants that they each individually, severally, separately and jointly were fiduciaries under the provisions of the sales Contract and under the terms of the Finance Agreement (Retail Installment Contract); and by the laws of commercial finance and banking. **each had a fiduciary duty and an obligation to speak out, even after the fact**, which they utterly failed to do in this case.

59. **D.Pa. 1985**. *In general, an omission is actionable as fraud only when there is an independent duty to disclose the omitted information; such an independent duty exists where the party who is alleged to be under an obligation to disclose stands in a fiduciary relationship to the party seeking disclosure.* City of Harrisburg v. Bradford Trust Co., 621 F.Supp. 463. In the instant case, the Plaintiff affirmatively declares and lays claim against Defendants that they stand in a fiduciary relationship to the Plaintiff and thus had a duty to speak and an obligation not to remain silent, as they each have or had a common security interest with the vehicle insurance, title, licensing and registration of the secured collateral property.

60. **Pa.Super 1974**. *Fraudulent misrepresentation, if innocently made, is actionable only if it relates to matter material to the transaction involved but, if the misrepresentation is knowingly made or involves a nonprivileged failure to disclose, materiality is not a requisite to an action for fraud and deceit in trespass..* Shane v. Hoffman, 324 A.2d 532, 227 Pa.Super.176. In this instant case, the Plaintiff affirmatively declares and lays claim against Defendants that they knowingly made a failure to disclose the facts concerning the GVWR issue, and in the alternative if they did not knowingly fail to do so, then the fact that omission of the facts concerning the GVWR issue is material matter to the transaction makes the misrepresentation still fraudulent even if innocently made.

61. **Pa.Ct Comm Pl. 1976.** Under the UCC, rescission or revocation of acceptance must take place within a reasonable time after the discovery of fraud or defect. Consistent with filing this suit for damages, the Plaintiff has done so and notified Defendants or Defendants' agents within a reasonable time after first attempting to work with the Dealer / Seller in good faith and determined that there was fraud and legal defect in the contracts. The Plaintiff is entitled to relief limited to and accruing from the damages flowing from the Defendants' misrepresentation, as outlined in Paragraphs 26 thru 29, *supra*. Underwood v. Monte Asti Buick Co., 20 UCC Rep Serv 657; 73 Pa. D&C2d 773 (Pa.Ct. Comm. Pl, 1976).

62. **Pa.Super. 1980**. *The contention that buyer failed to effectively reject a defective vehicle because he made no offer to return it to the seller was not only factually incorrect but legally erroneous. Section 2-602(2)(b) requires only that a buyer hold the goods with reasonable care to permit the seller to remove them and imposes no obligation to*

formally return the goods to the seller. Where the truck was parked in buyer's front yard for two months and was in that same position when it was repossessed, and buyer in no way sought to prevent seller from regaining possession of the truck, buyer complied with § 2-602. Yates v. Clifford Motors, Inc. v. Chrysler Corp., 30 UCC Rep Serv; 283 Pa.Super 293, 423 A2d 1262 (1980). The Plaintiff and Buyer, David L. Nearhood, intends to return the truck to the Seller or the Creditor in compliance with *13 Pa.C.S. §* 2601 - 2602, and per *UCC § 2-602(2)(b),* on fair and just terms *at no extra charge due from Plaintiff* once the court has reviewed the case and issued its declaratory judgments and orders.

WHEREFORE, for all the numerous and just causes as is outlined in Section I. - FACTS, ISSUES, BASIS OF ACTION AND CLAIMS OF THE CASE, Section II. - DAMAGES AND RELIEF SOUGHT, and Section III. - MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF COMPLAINT, of this Complaint, the Plaintiff, David L. Nearhood, prays that this Honorable Court grant and now thereby demands judgment against the Defendants, Rider Ford, Inc., a/k/a Rider Ford; and Citizens Automobile Finance Corp., a/k/a Citizens Auto Finance Corp.: in the amount of **$59,199.21**, together with interest at the rate of 8.49% per annum; $6.84 per diem from June 3, 2007 forward, - plus late fees, and reasonable ongoing legal expenses and court costs incurred in this matter; and for the Court's declaratory judgment that the instruments he signed with the Defendants are null and void, releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the Defendants.

Respectfully submitted,

Dated: June 8, 2007 by David L Nearhood

David L. Nearhood, Plaintiff
in propria persona

EXHIBIT A

SALES CONTRACT AGREEMENT

"BUYER'S ORDER"

1. **Contract with Dealer Rider Ford, Inc.**
2. **Dealer Put Signature "Thomas Dry" at Bottom**



BUYER'S ORDER

DEAL #:61852

Rider Auto Inc.
1703 West College Ave.
State College, PA 16801
Phone (814) 234-2886
RiderAuto.com

Rider Ford, Inc.
P.O. Box 98
Phillipsburg, PA 16866
Phone (814) 342-4620
RiderFord.com

Rider Motors, Inc.
dba Rider Chrysler Dodge Jeep
P.O. Box 588
Phillipsburg, PA 16866
Phone (814) 342-4060
RiderMotors.com

PLEASE ENTER MY ORDER FOR THE FOLLOWING

[X] NEW or [ ] USED [ ] DEMO [ ] CAR [ ] TRUCK PRIOR USE:

YR.	MAKE	MODEL	TYPE
2006	FORD TRUCK	S-DTY F-[illegible]0	REG CAB

COLOR	TRIM	MILEAGE
OXFORD WHT	TAN HD CLT	15

VIN: 1 F T N F 2 1 5 0 6 E B 6 3 0 2 6

STOCK NO.	SALESMAN	TO BE DELIVERED ON OR ABOUT
F63026	THOMAS C ORY	12/30/2006

DESCRIPTION OF TRADE IN

YR.	MAKE	MODEL	TYPE

COLOR	TRIM	MILEAGE

VIN

TITLE NO.	PLATE NO.	EXP. DATE

OWNER	LOAN #

LIENHOLDER	PHONE

ADDRESS	SPOKE WITH

AMOUNT	GOOD TILL	VERIFIED BY

COLLISION COVERAGE

NAME OF AGENT	PHONE
CHARLES A JONES AGY	

ADDRESS P O BOX 209 PHILIPSBURG PA 16859

POLICY NUMBER	COLLISION DEDUCTIBLE
979369293 101 1	

INSURANCE CO.	SPOKE WITH
TRAVELERS INS CO	

EFFECTIVE DATE	EXP. DATE	VERIFIED BY
04/06/2006	10/06/2006	

WARRANTY INFORMATION

[ ] FACTORY WARRANTY - The manufacturer's warranty constitutes all of the warranties with respect to the sale of this item/items. **The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose,** and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

[ ] USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document. You may obtain a full copy of any applicable warranty from us.

[ ] AS IS - THIS MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECT THAT PRESENTLY EXISTS OR THAT MAY OCCUR IN THE VEHICLE.

PURCHASER'S SIGNATURE X

USED CAR BUYERS GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACION QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permitted by law, you shall, at our option, forfeit as damages the amount of $ N/A

PURCHASER'S SIGNATURE X _____

Purchaser hereby acknowledges to the above clause

NAME: DAVID L NEARHOOD — DATE: 12/30/2006

STREET: 1223 OAK GROVE ROAD

CITY: MORRISDALE — STATE: PA — ZIP: 16858

PHONE RES.: (814)342-7464 — PHONE BUS.:

SOC. SEC. NO.: — AGE: 48 — DATE OF BIRTH: 04/23/1958

PRICE OF VEHICLE	27150.00

LIENHOLDER:
CITIZENS AUTO FINANCE CORP.

EXTENDED WARRANTY TYPE _____ N/A

MONTHS MILES

Cash Price of Vehicle & Accessories	27150.00
Subtract Rebate for Tax Calculation	4500.00
Subtotal	22650.00
Sales Tax	1359.00

REGISTRATION N/A TITLE 22.50 TRANSFER 6.00 ENCUMBRANCE 5.00 — 33.50

Documentary Fee	55.00
Messenger Fee	N/A
Notary Fee	N/A
Correction of Rebate Adjustment	4500.00
OTHER CHARGES: TIRE TAX	5.00
Total Price	28602.50
Trade-In	N/A
*Payoff Amount Is Subject To Verification — Less Payoff *	N/A
Net Trade In	N/A
Deposit	N/A
REBATE	4500.00
Cash on Delivery	2000.00
Down Payment	6500.00
Unpaid Balance of Total Price	22102.50

TOTAL CASH PRICE

Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that he has read its terms and has received a true copy of this Agreement.

This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative. YOU, THE BUYER, MAY CANCEL

SIGNATURE X _____ Unpaid Balance of Total Price 22102.50

Purchaser hereby acknowledges to the above clause

Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that he has read its terms and has received a true copy of this Agreement.

This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative. YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THE AGREEMENT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF CANCELLATION TO DEALER.

☐ **BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE.**

BUYER HAS READ ALL PAGES OF THIS AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

BUYER SIGNS X _____ **DATE** 12/30/2006

CO-BUYER SIGNS X _____ **DATE** _____

MANAGER'S APPROVAL _____ (Must Be Accepted By An Authorized Representative of the Dealer)

MUST BE SIGNED BY BUYER FIRST

1. These definitions apply to this Agreement.

- "Dealer" "us" "our" and "we" mean or refer to the authorized Dealer named on the face of this Agreement and who becomes a party to this Agreement by accepting it.
- "Buyer" and "you" mean or refer to the party executing this Agreement as such.
- "Manufacturer" means the corporation that manufactured the Vehicle.
- "Vehicle" is the vehicle or chassis that is the subject of this Agreement.
- "Trade-in" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Dealer.

We are not the Manufacturer's agent. You and we are the sole parties to this Agreement. References in this Agreement to Manufacturer are for the purpose of describing certain contractual relationships between the Manufacturer and us relating to new vehicles.

2. The Manufacturer may change our price of new vehicles without notice. If that happens with regard to new vehicles of the series and body type of the Vehicle before we deliver it to you, we may change the cash delivered price of the Vehicle to you accordingly. If we do, you may cancel this Agreement. If you cancel, we shall return any Trade-in to you, unless we have sold it. You agree to pay reasonable storage and repair charges. If we have sold the Trade-in, we shall pay you the sales price, less a sales commission of 15% and any expenses in storing, insuring, conditioning or advertising it for sale.

3. If you don't deliver your Trade-in to us until we deliver the Vehicle to you, we will reappraise the Trade-in at that time, subject to applicable law. The reappraised value will be the allowance for the Trade-in. If the reappraised value is lower than the amount shown in this Agreement, you may cancel this Agreement. You must exercise your right to cancel before we deliver the Vehicle to you and you surrender the Trade-in to us.

4. You agree to give us satisfactory evidence of title to any Trade-in when you deliver it to us. You warrant any Trade-in to be your property. You warrant that the Trade-in is free and clear of all liens and encumbrances unless otherwise noted in this Agreement, and that the Trade-in has never had a salvage or "branded" title. You represent that the Trade-in's mileage shown in this Agreement is the actual mileage on the Trade-in unless you have noted other mileage on this Agreement. You authorize us to rely on this representation in entering into this transaction. If you provide false information, you will repurchase the related trade-in from us for the full price allowed to you plus all costs we incur in resolving this matter including but not limited to reconditioning costs, legal fees, court and collection costs.

5. If you fail or refuse to accept delivery of the Vehicle or comply with this Agreement, we may keep as liquidated damages any cash deposit you made, to the extent not prohibited by law. We may reimburse ourselves for any expenses and losses we incur or suffer as a result of your failure or refusal. Such expenses and losses may include our reasonable attorneys' fees. This section doesn't apply if you cancel this Agreement under section 2 or 3.

6. The Manufacturer may change the design of any vehicle, chassis, accessories, or parts at any time without notice and without obligation. The Manufacturer may also make the same or any similar change upon any vehicle, chassis, accessories, or parts already bought by or shipped to us or being manufactured or sold in accordance with our orders. If the Manufacturer makes such a change, we have no obligation to you to make the same or any similar change in the Vehicle or its parts either before or after we deliver the Vehicle to you.

7. We aren't liable for failure to deliver or delay in delivering the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond our control or without our fault or negligence.

8. The Vehicle price includes reimbursement for Federal Excise taxes. The Vehicle price doesn't include sales taxes, use taxes or occupational taxes based on sales volume, (federal, state or local) unless expressly so stated. You agree to pay, unless prohibited by law, any such taxes imposed on or that apply to the transaction reflected by this Agreement, regardless of who has primary liability for the tax.

9. If this Agreement shows a charge for Credit Insurance, this paragraph applies. The Credit Insurance provisions in any retail installment contract you later sign related to this Agreement will apply. If such insurance is wholly or partly unavailable under the designated policy, we will deduct the applicable part of the Credit Insurance charge shown in this Agreement and the related finance charge from the Total Time Balance. If such insurance does not become effective, we will notify you of that fact. This Agreement and any related retail installment contract you sign shall otherwise remain fully effective, to the extent provided by applicable law.

10. You agree to sign such agreements or documents as we may require to effect the terms and conditions of payment shown in this Agreement.

11. Payoff information shown on the front of this Agreement is provided by you and/or your lienholder. If/should the actual payoff(s) be less, we will refund the difference to you. If the payoff(s) is more, you agree to remit the difference to us within three business days of notification of the difference.

12. This Agreement is an agreement to buy the Vehicle. If there is an Unpaid Balance, your obligation to buy and our obligation to sell the Vehicle are expressly conditioned upon you obtaining financing for the Unpaid Balance. You have two business days from the date of this Agreement to obtain such financing. If you pay us with a check that is dishonored or unpaid for any reason, we may, at our sole option, declare this Agreement null and void and retake the Vehicle, or make claims against you on the check. In addition, to the extent permitted by law, we will charge you a $25 returned check charge.

13. If for any reason you and we do not complete the Vehicle sale and purchase, financing is not obtained, or this Agreement is declared void, this section applies. You will return the Vehicle to us. You will pay us on demand all reasonable charges and expenses for any damage to the Vehicle. You will pay us the greater of $.30 per mile or $20 per day for your use of the Vehicle. When you have paid us the amounts you owe under this Agreement, we will return the Trade-in. If you fail to return the vehicle within 24 hours of notice, you agree that we may, solely at our option, cancel the sale and retake immediate possession of the vehicle and, in addition to those charges specified above, you agree to pay us all reasonable expenses we incur in connection with retaking the vehicle, including attorneys' fees and other expenses to the extent permitted by applicable law.

14. If this Agreement shows that any part of the transaction is to be financed, we may assist in submitting credit applications to third parties. Unless we have committed to do so in writing, we will not lend you money or finance this transaction regardless of any notation to the contrary on any other document. No agent, employee or manager of ours can change this policy.

15. In the event that any of the terms and conditions of this Agreement are inconsistent with the terms and conditions of any retail installment sales agreement between Buyer and Seller, the terms of such retail installment sales agreement shall apply.

16. ARBITRATION CLAUSE. This arbitration clause applies if the box on the front of this Agreement is checked.

This Arbitration Clause significantly affects your rights in any dispute with us. Please read the Arbitration Clause carefully before you sign this Agreement.

- EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY A JURY TRIAL.
- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE INFORMATION YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arise out of or relate to this Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action.

Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose any one of the following arbitration organizations and its applicable rules: the American Arbitration Association, 255 Madison Ave., Floor 10, New York, New York 10017-4605 (www.adr.org), the National Arbitration Forum, Box 50191, Minneapolis, Minnesota 55405-0191 (www.arb-forum.com) or JAMS, 1920 Main Street, Suite 300 Irvine, California 92614 (www.jamsadr.com). You may get a copy of the rules of these organizations

15. In the event that any of the terms and conditions of this Agreement are inconsistent with the terms and conditions of any retail installment sales agreement between Buyer and Seller, the terms of such retail installment sales agreement shall apply.

16. ARBITRATION CLAUSE. This arbitration clause applies if the box on the front of this Agreement is checked.

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- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE INFORMATION YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arise out of or relate to this Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action.

Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose any one of the following arbitration organizations and its applicable rules: the American Arbitration Association, 335 Madison Ave., Floor 10, New York, New York 10017-4605 (www.adr.org), the National Arbitration Forum, Box 50191, Minneapolis, Minnesota 55405-0191 (www.arb-forum.com) or JAMS, 1920 Main Street, Suite 300 Irvine, California 92614 (www.jamsadr.com). You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside. We will pay that portion of your filing, administration, service or case management fee and your arbitrator or hearing fee that the arbitrator determines that we must pay in order to make this agreement to arbitrate enforceable. Each party shall be responsible for its own attorney, expert or other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties, except that the losing party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*) and not by any state law concerning arbitration.

You and we retain the right to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This clause shall survive any termination, payoff or transfer of this Agreement. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

EXHIBIT B

FINANCE AGREEMENT

"RETAIL INSTALLMENT CONTRACT"

1. **No Gross Vehicle Weight as Required to be Shown in GVWR Section**
2. **No Signature on Contract by Seller or Creditor as Required to Validate Contract per Truth-in-Lending Disclosure Act (Regulation "Z") per Truth-in-Lending Disclosure Act (Regulation "Z") and Other Federal and State Laws Regarding Validation of Contract**

Citizens Automobile Finance Corp.

RETAIL INSTALLMENT CONTRACT

PA

Dealer Number: _____ 12/30/2006

Buyer: DAVID L NEARHOOD 1223 OAK GROVE ROAD MORRISDALE PA 16858
(Print Full Name and Address of Principal Residence)

Co-Buyer: _____
(Print Full Name and Address of Principal Residence)

Creditor-Seller: RIDER FORD 1001 WALTON ST. PHILIPSBURG PA 16866
(Print Full Name and Address)

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee ("Assignee").

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW	2006	FORD TRUCK S-DTY F-250	REG CAB	1FTNF21506EB63026	
If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment sold:					

The vehicle is being purchased primarily for (X) personal, family or household, or ( ) business purposes.

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 6500.00
8.49%	$ 7287.42	$ 22102.50	$ 29389.92	$ 35889.92

PAYMENT SCHEDULE: Your payment schedule will be 84 monthly payments of $ 349.88 each, due on the same day of each month starting on 01/29/2007.

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased.

LATE FEE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price of Vehicle (including any accessories, installation, services, repairs, taxes and other permitted costs): $ 28509.00 (1)
2. Downpayment:
   A. Trade-in. Your Trade-in is a _____ (Year) _____ (Make) _____ (Model) _____ (VIN)
   Gross Allowance $ N/A less Amount Owing $ N/A equals Net Trade-in $ N/A
   (If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-in and enter excess as Prior Credit or Lease Balance in Item 4D)
   B. Cash Downpayment $ 2000.00
   C. Manufacturer's Rebate Applied to Downpayment $ 4500.00
   D. Total Downpayment (A plus B plus C) $ 6500.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2D): $ 22009.00 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf:
   A. Amounts Paid to Insurance Companies (Amounts paid to Insurance Companies as per insurance disclosures below)*:
      1. Optional Credit Life Insurance $ N/A
      2. Optional Credit Accident and Health Insurance $ N/A
   B. Amounts Paid to Public Officials:
      1. Government License and/or Registration Fees $ 6.00
      2. Certificate of Title Fees $ 22.50
      3. Lien Recording Fees $ 5.00
      4. UCC Filing Fees $ N/A
      5. Other (Specify) $ N/A
      6. Other (Specify) PA TIRE TAX $ 5.00
   C. Seller's Documentary Fee (not a governmental fee) $ 55.00
   D. Other Charges (Describe who will receive payment and purpose)
      1. To N/A For Prior Credit or Lease Balance $ N/A
      2. To N/A For N/A $ N/A
      3. To N/A

2. Certificate of Title Fees	$	22.50
3. Lien Recording Fees	$	5.00
4. UCC Filing Fees	$	N/A
5. Other (Specify)	$	N/A
6. Other (Specify) PA TIRE TAX	$	5.00
C. Seller's Documentary Fee (not a governmental fee)	$	55.00
D. Other Charges (Describe who will receive payment and purpose)		
1. To N/A For Prior Credit or Lease Balance	$	N/A
2. To N/A For N/A	$	N/A
4. Total Downpayment = Trade-in Allowance (if any) minus Payoff (if any) plus Cash Downpayment	$	93.50 (4)
5. Amount Financed / Unpaid Balance (3 plus 4E):	$	22102.50 (5)
6. Finance Charge	$	7287.42 (6)
7. Time Balance	$	29389.92 (7)

8. Payment Schedule: One payment of $ 349.88 and 83 payments of $ 349.88 each, beginning 01/25/2007 and due on the dates shown in the PAYMENT SCHEDULE above.

*To the extent permitted by applicable law, we may be receiving a portion of these amounts.

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth In Lending Disclosures Box shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th (1/366th in a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you if it is $1.00 or more) after you make your last payment; we will advise you of any additional amount owed if it is $1.00 or more). There is a possibility that a supplemental payment of interest might be due if earlier payments were received after their due date.

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

N/A
(Street and Town)

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

( ) Life ( ) Buyer ( ) Co-Buyer ( ) Both) at a premium of $ N/A for a term of N/A

Credit life insurance will pay your debt on this Contract up to $ N/A

( ) Disability, Accident and Health (Buyer Only) at a premium of $ N/A for a term of N/A

Credit disability, accident and health insurance will pay your debt on this Contract up to $ N/A

The name of the insurer is N/A of
Name Home Office Address

Buyer Signature Date Co-Buyer Signature Date

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

DUE TO THE PASSAGE OF THE "USA PATRIOT ACT" WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING

VERIFICATION OF CUSTOMER IDENTITY - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. In all cases, the protection of our customer's identity and confidentiality is our pledge to you.

The Annual Percentage Rate may be negotiable with the Creditor-Seller. The Creditor-Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER.
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer Signs X [signature] 12/30/2006 Co-Buyer Signs

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND A COPY OF THE CITIZENS FINANCIAL GROUP, INC. PRIVACY NOTICE AT THE TIME YOU SIGN THE CONTRACT.

➡ X [signature] 12-30-06
Buyer's Signature Date

➡ (Co) Buyer's Signature Date

Creditor-Seller Signs Date

By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

OTHER IMPORTANT AGREEMENTS:

OWNERSHIP AND RISK OF LOSS: You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or missing. You agree not to sell, transfer, or remove the vehicle from the United States for more than 30 days without our written permission. You agree to maintain the vehicle in good condition and repair, except wear and tear caused by ordinary use. We may inspect the vehicle at any reasonable time. You will not expose the vehicle to misuse or confiscation or permit anyone to use the vehicle for any unlawful purpose. You will keep the vehicle free of any claims and seizures by any government authority. You will not rent the vehicle to others or carry passengers for hire. If we pay any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you will repay the amount when we ask for it. You will immediately notify us of any change in the address of your principal residence or the address where the vehicle is regularly located.

SECURITY INTEREST: You are giving us a security interest in: the vehicle being purchased; all proceeds of the vehicle; all accessions; and any attachments, accessories, or equipment affixed to the vehicle within ten days of this Contract. The security interest also covers: (1) insurance premiums returned to us; (2) proceeds of insurance policies on the vehicle, and (3) proceeds of any insurance policies on your life or health financed in this Contract. This security interest secures payment of all amounts you owe in this Contract and in any transfer, renewal, extension, modification, refinancing, or assignment of this Contract. It also secures your other agreements in this Contract. For purposes of this Contract, we agree to forego any security interest you may have given under another agreement which secures your obligation under this Contract. You will cause or cooperate in causing our security interest (lien) on the vehicle to be shown on the title. You will not allow any subordinate or other liens to be placed on the vehicle.

REQUIRED PHYSICAL DAMAGE INSURANCE: You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this Contract. You may obtain this insurance from any insurer you choose that is acceptable to us. You will make us loss payee and provide evidence of insurance. At any time during the term of this Contract, if you do not have physical damage insurance which covers both your and our interests in the vehicle, then we may buy it for you. If we do not buy physical damage insurance which covers both interests in the vehicle, we may, if we decide, buy insurance which covers only our interest, as permitted by applicable law.

We are under no obligation to buy any insurance, but may do so if we desire. If we buy either of these coverages, we will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a Finance Charge at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that we can use any insurance settlement either to repair the vehicle or to apply to your debt.

INSURANCE CHARGES RETURNED TO US: If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance covering only our interest in the vehicle. Any refund on optional insurance we obtain will be credited to your account or returned to you. Any insurance charges returned to us and credited to your account will be applied to as many of your installments as they will cover, beginning with the final installment.

SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT: You have the right to prepay this Contract in whole or in part at any time and you will not be charged a penalty for any such prepayment. If you are default, you may have the right to reinstate this Contract or if your property has been repossessed you may have the right under the law to receive back your property and to reinstate this Contract.

DEFAULT: You are in default if: (1) you fail to make a regularly scheduled installment payment when due; (2) any event occurs which substantially impairs the value of the vehicle; or (3) you breach any of your agreements or obligations under this Contract or if you die.

REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE: If you are in default, we can, upon written notice to you and subject to any right you may have to cure the default, demand that you pay all you owe on this Contract at once. If you fail to pay, you will be liable for interest at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law.

REPOSSESSION OF THE VEHICLE: Repossession means our taking the vehicle from you. If you are in default, we can repossess the vehicle upon written notice to you as required by law and subject to your rights to cure the default. To take the vehicle we can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal property in the vehicle, we will hold such property for the period required by law. If you fail to claim such personal property within such period, this property will be disposed of in the same manner as the vehicle. Any proceeds of such property will be applied to pay any amounts you still owe to us. Any accessories, equipment or replacement parts will remain with the vehicle.

GETTING THE VEHICLE BACK AFTER REPOSSESSION: If the vehicle has been repossessed, we may, but are not required to, allow you to reinstate this Contract and return the vehicle to you provided that you pay all past due installments, accrued late charges and agree with us on mutually satisfactory arrangements, and, if default at the time of repossession exceeded 15 days, also pay us expenses of retaking, repairing and storage authorized by law. If we do not allow you to reinstate this Contract, you may redeem the vehicle and end the Contract by payment of either of the following amounts, as applicable: (i) when default at the time of repossession was less than 15 days, the unpaid time balance plus any accrued default charges authorized by law plus any other amounts lawfully due under this Contract, excluding costs of retaking, repairing and storage; or (ii) when default at the time of repossession exceeded 15 days, the unpaid time balance, plus any accrued default charges authorized by law, plus costs of retaking, repairing, repossession and storing authorized by law, plus any other amount lawfully due under the Contract. Your right to redeem will end when the vehicle is sold.

SALE OF THE REPOSSESSED VEHICLE: We will send you a written notice of sale within the time period required by law before selling the vehicle. If you do not redeem the vehicle by the date on the notice, we can sell it at a public or private sale. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of sale will be figured this way: Any charges permitted by law for retaking, storing and repairing the vehicle, and any other charges permitted by law will be subtracted from the selling price. If you owe us more than the net proceeds of sale, you will pay us the deficiency. In any action we bring for a deficiency, you are entitled to have the reasonable value of the vehicle at the time of resale determined by the court, and if the value determined by the court is higher than the resale price, the higher value will be credited to the amounts you owe us. If you owe us less than the net proceeds of sale, we owe you the difference, unless someone else has an interest in the vehicle. For example, we may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, to the extent allowed by law you will pay us the difference between the net proceeds of sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to this Contract, until you do pay all you owe to us.

COLLECTION COSTS: If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorneys' reasonable fees and any court costs to the extent permitted by law.

LATE CHARGE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment. The late charge may be computed on the basis of a full calendar month for any fractional month period in excess of 10 days.

RETURNED CHECK FEE: To the extent permitted by law, you agree to pay those costs we actually incur and do not retain in connection with a check you give us that is returned for non-sufficient funds.

DELAY IN ENFORCING RIGHTS AND CHANGES OF THIS CONTRACT: We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, we can extend the time for making some payments without extending others. Any change in terms of this Contract must be in writing and signed by us. No oral changes are binding. If any provision of this Contract conflicts with applicable law, it will be considered modified to comply with that law and the remaining provisions shall continue.

WARRANTIES SELLER DISCLAIMS: You understand that the Seller is not offering any express warranties unless the Seller extends a written warranty. This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

RIGHT TO OFFSET: To the extent permitted by operation of law, if you are in default, we can subject to your right to cure the default, pay all or part of the amounts owed under this Contract from any deposits or funds that you have with us without telling you ahead of time.

CREDIT INFORMATION: You agree that we or our affiliate providing servicing or to whom this contract may be assigned may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application and any update, renewal, refinancing, modification or extension of this Contract. If you ask, you will be told the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify employment, pay, assets and debts. Anyone receiving a copy of this is authorized to provide us with such information. You agree that, to the extent permitted by law and as disclosed in our privacy notice, we, our assignee, any of our affiliates, and others may exchange credit, account and financial information about you.

NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

GOVERNING LAW: This Contract is governed by the law of Pennsylvania, and is the entire agreement between you and us.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of [illegible] accept all provisions of the Contract and agree to pay all reasonable

WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of Buyer and Co-Buyer under the above Retail Installment Contract ("the Contract"), accept all provisions of the Contract and agree to pay all reasonable collection expenses and attorneys' reasonable fees incurred in enforcing this guaranty. Undersigned hereby waive demand for payment, notice of nonpayment and notice of acceptance of this guaranty and consent to extensions of time of payment and other indulgences, including, without limitation, release of any guarantor of the Contract or release of the vehicle which is collateral for performance of the obligations of Buyer and Co-Buyer, which may be granted to Buyer and Co-Buyer or any guarantor of the Contract without notice to undersigned and whether or not (and before or after) repossession has been made or undertaken and whether or not suit has been brought against Buyer or Co-Buyer or any guarantor of the Contract. Undersigned shall be primarily and jointly and severally liable with Buyer and Co-Buyer for full performance of Buyer's and Co-Buyer's obligations under the Contract.

SIGNATURES (Sign Full Name in Ink): Date:

Witness	Guarantor	(Seal) Address	
Witness	Guarantor	(Seal) Address	

SELLER'S ASSIGNMENT

Seller sells and assigns to the Assignee named below all of its right, title and interest in this Retail Installment Contract ("Contract").

Seller represents, warrants and covenants to Assignee that: (a)(i) no statements made or furnished to Assignee by Buyer or any Co-Buyer (collectively "Buyer"), Seller or any other person are untrue or incomplete; (ii) Buyer has not financed the down payment of the Vehicle described in the Contract ("the Vehicle"); (iii) Buyer is a bona fide applicant having legal capacity to enter into the Contract; (iv) the signature of the Buyer on all documents is genuine; and (v) the amount stated in the Contract to be due will in fact be due and payable at the time or times provided therein free of any claims, defenses, setoffs or counterclaims; (b) Seller has verified Buyer's identification; (c) The down payment for the Vehicle is paid in full with negotiable funds; (d) Seller has sold the Vehicle and the proceeds of the Contract are to be used to pay for such Vehicle and related items; (e) Seller had indefeasible title to the Vehicle immediately prior to the purchase by Buyer, and the right and authority to sell the Vehicle to Buyer, free and clear of all liens and encumbrances; (f) Seller warrants that the Vehicle is not a grey market or altered vehicle and is not salvaged, rebuilt or reconstructed from a total loss or otherwise materially impaired and the title to the Vehicle does not reflect such and the odometer statement executed by the Seller in connection with the Vehicle does not indicate true mileage unknown; (g) Seller has the authority to assign the Contract to Assignee free and clear of all liens and encumbrances; (h) Seller will secure and perfect for Assignee a security interest in the Vehicle free and clear of all liens or encumbrances, and deliver to Assignee evidence satisfactory to Assignee of such security interest within six months of the date of the Contract; (i) The description of the Vehicle is true and complete in the Contract and the Vehicle will be or has been duly delivered to and accepted without revocation by Buyer; (j) insurance or other coverage provided or arranged by Seller does not violate any applicable law or regulation and insurance documentation and rebates of unearned premiums, if any, will be delivered to Buyer within the time required by law; (k) The Vehicle is insured by a company acceptable to Assignee against fire, theft and collision, Assignee is loss payee and written evidence of such insurance has been or will promptly be provided to Assignee; (l) All optional credit insurance sold by Seller to Buyer is for the full term of the Contract and is limited to coverage of Buyer; (m) Seller has provided Buyer with a completed Contract and any other document as required by applicable law, and the information filled in thereon by Seller is accurate; (n) Seller is licensed to the extent required by law; (o) Seller has complied with all applicable transaction reporting requirements including, without limitation, the requirement under Section 6050I of the Internal Revenue Code as may be amended from time to time to report cash receipts of more than $10,000, and its implementing regulations; (p) Seller has complied with Assignee's procedures regarding the Fair Credit Reporting Act (FCRA) and Equal Credit Opportunity Act (ECOA) including, but not limited to, the following: (i) Seller has only submitted to Assignee credit information on Buyer after Buyer's signatures were first obtained on a credit application acceptable to Assignee ("Application"); (ii) Seller has not submitted any credit information on any individual whose signature does not appear on the application; (iii) Seller has advised Buyer that his/her Application has been submitted to Assignee at Assignee's current address; and (iv) Seller has advised Buyer that credit was approved by Assignee; (q) Seller has complied with all requirements of the FCRA and ECOA and all other federal, state and local laws, rules and regulations applicable to the extension of credit and consumer protection or otherwise applicable to the sale of the Vehicle including, without limitation, the requirements to provide Buyer with a foreign translation of the Contract; (r) Seller will promptly forward to the proper authorities all federal, state and local fees and taxes due in connection with the sale of the Vehicle; (s) Seller does not charge Buyer for filing fees or other costs paid by Seller to public officials to perfect Assignee's security interest in the Vehicle, except where allowed by law, nor does Seller make any type of charge, including documentary or processing charges, which Seller does not make in any other cash transaction; (t) Assignee shall have the right, but not the obligation, to inspect Seller's books, financial documents and other business records relating to this assignment or this Contract at Seller's place of business during Seller's normal business hours; and (u) upon request by Assignee, Seller shall promptly submit to Assignee signed financial statements of Seller's business, to include balance sheets, cash flow statements, profit and loss statements and such other information required by Assignee.

Each of these warranties, representations and covenants is material to Assignee's acceptance of this Contract. If any of them is breached or is erroneous, Seller unconditionally promises to accept reassignment of this Contract, without recourse against Assignee, and to pay Assignee, upon demand (1) the unpaid balance of the Contract as determined by Assignee, (2) all losses and expenses incurred by Assignee as a result of such breach or untruth, and (3) out-of-pocket expenses paid or incurred by Assignee in connection with the collection of any amount due under the Contract, including attorneys' fees and costs of litigation, whether by or against Assignee, and expenses with respect to repossessing, storing, repairing and selling the Vehicle. In addition, Seller agrees to indemnify Assignee in the manner and to the extent specified in the preceding sentence if the Assignee suffers a loss or expense in any judicial or administrative proceeding because of any claim or defense asserted against Assignee as a result of any act or omission on the part of Seller. If this Contract is rescinded by court order, Seller shall pay Assignee the amount specified above.

Seller shall be liable even if a waiver, compromise, settlement or variation of the terms of the Contract releases the Buyer.

The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. Seller waives notice of acceptance of this guarantee and assignment and notices of non-payment and non-performance.

This assignment is without recourse against Seller except as provided above and/or in another agreement, if any, between Seller and Assignee relating to the financing of retail installment contracts.

Assigned to: Citizens Automobile Finance Corp. ("Assignee")

EXHIBIT C

PENNSYLVANIA DMV/DOT MV-1 FORM

"APPLICATION FOR TITLE"

1. **As Supplied by Dealer Rider Ford, Inc. to Buyer David L. Nearhood**
2. **No Gross Weight Listed Here in GVWR Block under "Vehicle Description" Section as Required**
3. **No Signature on Form by Seller or Dealer as Required to Validate Form**
4. **Dealer or Seller Placed Wrong Insurance Info on this Form as Shown, Even Though Plaintiff Told Him the Correct Info before He Filled Out the Form, Insisting and Saying "It did not matter"**

No. 1257208

www.dmv.state.pa.us

MV - 1 (5-05)

A. VEHICLE DESCRIPTION

MAKE OF VEHICLE	VEHICLE IDENTIFICATION NUMBER (VIN) IF TRADED REQUIRED, TAPE SECURELY TO REVERSE OF THIS COPY	BODY TYPE (SDN, TK, BUS, ETC.)	MODEL YEAR
FORD TRUCK	1FTRF21W06NB30[illegible]	REG	2006

GROSS VEHICLE WT. RATING	FUEL TYPE: ☐ GASOLINE ☐ DIESEL ☐ ELECTRIC ☐ PROPANE ☐ HYBRID ☐ OTHER	DIN/MECHANIC #	AUTHORIZED NOTARY PUBLIC OR CERTIFIED INSPECTION MECHANIC (PRINT NAME)

CHECK THE APPROPRIATE BLOCK IF THE VEHICLE IS TO BE USED OR WAS FORMERLY USED AS A TAXI ☐ OR A POLICE VEHICLE ☐ IF APPLICABLE

I certify that I have verified that a legible mileage odometer reading was read and is stated in Section B on reverse.

SIGN HERE

B. APPLICANT INFORMATION

LAST NAME (OR FULL BUSINESS NAME)	FIRST NAME	MIDDLE INITIAL	DATE ACQUIRED/ PURCHASED
NEARHOOD DAVID L			12/30/2006

CO-PURCHASER

DEALER ID NUMBER (IF APPLICABLE) 20-9661

STREET	CITY	STATE	ZIP	COUNTY CODE
1223 OAK GROVE ROAD	HORNSDALE	PA	16238	

NOTE: If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE ☐. Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate.).

REFER TO COUNTY CODES LISTED ON REVERSE SIDE OF YELLOW COPY

NOTE: IF THIS VEHICLE IS TO BE USED AS A DAILY RENTAL OR LEASED VEHICLE, CHECK THIS BLOCK ☐. IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-1.

C. MILEAGE INFORMATION

☐ REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS

☐ IS NOT THE ACTUAL MILEAGE. WARNING: ODOMETER DISCREPANCY

ODOMETER READING _____ TENTHS 1 ☒

WARNING: FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

D. LIEN INFORMATION

1ST LIEN DATE	12/30/2006	IF NO LIEN, CHECK ☐	2ND LIEN DATE:	IF NO LIEN, CHECK ☒
1ST LIENHOLDER	CITIZENS AUTO FINANCE [illegible]		2ND LIENHOLDER	
STREET	P.O. BOX 255587		STREET	
CITY	SACRAMENTO	STATE CA ZIP 9586[illegible]	CITY	STATE ZIP
FINANCIAL INSTITUTION NUMBER	011500120[illegible]		FINANCIAL INSTITUTION NUMBER	

IF THIS IS AN ELT, CHECK HERE ☐ NOTE: EIN IS REQUIRED

IF THIS IS AN ELT, CHECK HERE ☐ NOTE: EIN IS REQUIRED

E. ADDITIONAL VEHICLE INFORMATION

MAKE OF VEHICLE	VIN	MODEL YEAR

BODY TYPE (SDN, BUS, TK, ETC.) | CONDITION OF VEHICLE ☐ GOOD ☐ FAIR ☐ POOR

PASSENGER TAXI/BUS	PASSENGER ☐ TAXI ☐ LIMOUSINE ☐ SCHOOL BUS ☐ MASS TRANSIT ☐ OTHER BUS ☐				SEATING CAPACITY
MOTORCYCLE MOTOR DRIVEN CYCLE MOPED	CYLINDER CAPACITY 50CC OR LESS ☐ YES ☐ NO	BRAKE HORSEPOWER 1.5 OR LESS ☐ 1.6 TO 5.0 ☐ OVER 5.0 ☐			
	OPERABLE PEDALS ☐ YES ☐ NO	MAX DESIGN SPEED 25 MPH OR LESS ☐ YES ☐ NO			
	AUTOMATIC TRANSMISSION ☐ YES ☐ NO	DESIGNED/ALTERED FOR ROAD USE ☐ YES ☐ NO			
MOTOR HOME	CHASSIS MFR:	BODY MAKE:			
TRAILER & VEHICLES TOWED BELOW	NUMBER OF AXLES:	REG. REGISTERED GROSS WT. (INCLUDING LOAD)			
	SUM OF GVWRS:	UNLADEN WT. (EMPTY)			
TRUCK TRUCK TRACTOR	REG. REGISTERED GROSS COMBINATION WT.	GROSS COMBINATION WT. RATING			

F. APPLICATION FOR REGISTRATION

ORIGINAL PLATE (✓ Check One)

☐ TRANSFER OF PREVIOUSLY ISSUED PLATE ☐ TRANSFER & RENEWAL OF PLATE

☐ TRANSFER & REPLACEMENT OF PLATE ☐ TRANSFER OF PLATE & REPLACEMENT OF STICKER

☐ PLATE TO BE ISSUED BY BUREAU (PROOF OF INSURANCE MUST BE ATTACHED.)

☐ EXCHANGE PLATE TO BE ISSUED BY BUREAU

PLATE NO. [illegible]

REASON FOR REPLACEMENT

☐ TEMPORARY PLATE ISSUED BY FULL AGENT (NOTE: THIS PLATE WILL EXPIRE 90 DAYS FROM DATE OF ISSUANCE.)

EXPIRES Month 04 Year 2007

☐ LOST ☐ STOLEN ☐ DEFACED ☐ NEVER RECEIVED (LOST IN MAIL)

NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44.

TRANSFERRED FROM TITLE NO | VIN

TEMP. PLATE NO.

SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT): SIGN HERE | RELATIONSHIP TO APPLICANT

INSURANCE COMPANY NAME	NAIC NO.	POLICY NO. (OR ATTACH BINDER)	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
TRAVELERS INS CO		979305291 101	04/06/2006	10/06/20

ISSUING AGENT INFORMATION

I CERTIFY THAT ON MONTH ___ DAY ___ YEAR ___ I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS.

ISSUING AGENT (PRINT NAME): KIBLER FORD | AGENT NO: 05-5661

ISSUING AGENT SIGNATURE | TELEPHONE NO.: (814) 942-4620

G. SIGN AND APPLICATION FOR TITLE

WE ACKNOWLEDGE THAT WE MAY LOSE MY/OUR OPERATING PRIVILEGE(S) OR VEHICLE REGISTRATION(S) FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY OR THE CURRENTLY REGISTERED VEHICLE FOR THE PERIOD OF REGISTRATION. WE FURTHER ACKNOWLEDGE THAT WE MAY BE SUBJECT TO A FINE NOT EXCEEDING $5,000 AND IMPRISONMENT OF NOT MORE THAN TWO (2) YEARS FOR ANY FALSE STATEMENT THAT WE MAKE ON THIS APPLICATION. AND WE CERTIFY THAT WE HAVE EXAMINED AND SIGNED THIS FORM AFTER ITS COMPLETION AND, THAT, IF AN EXEMPTION FROM PAYMENT OF SALES TAX IS CLAIMED, I AM/WE ARE AUTHORIZED TO CLAIM THIS EXEMPTION. WE FURTHER CERTIFY THAT ALL STATEMENTS HEREIN ARE TRUE AND CORRECT AND MAKE APPLICATION FOR CERTIFICATE OF TITLE FOR THE VEHICLE DESCRIBED IN BLOCK A.

SUBSCRIBED AND SWORN TO BEFORE ME: MO ___ DAY ___ YEAR 2006

SIGNATURE OF PERSON ADMINISTERING OATH

SIGNATURE OF INDIVIDUAL OR AUTHORIZED SIGNER | TELEPHONE NO.: (814) 942-[illegible]

SIGNATURE OF CO-OWNER/TITLE OF AUTHORIZED SIGNER

SEAL

SIGN IN PRESENCE OF NOTARY

I. TAX / FEES

PURCHASE PRICE	22650.00
LESS TRADE-IN	
TAXABLE AMOUNT	22650.00
X 6% (.06) SALES TAX *X 7% (.07) *(See note on reverse)	1359.00
LESS TAX CREDIT	N/A
1. SALES TAX DUE	1359.00
1A. Exemption Reason Code (must be a number from 1 to 26 or 0)	
1B. EXEMPTION NO.	
1C. (PTA) NO	
2. TITLE FEE	22.50
3. LIEN FEE	5.00
4. REGISTRATION OR PROCESSING FEE	N/A
Fee Exempt Number as assigned by the Bureau	
5. DUPLICATE REG. FEE NO. OF CARDS ___	N/A
6. TRANSFER FEE	6.00
7. INCREASE FEE	N/A
8. REPLACEMENT FEE	N/A
9. TOTAL PAID (ADD 1 THRU 8) Same One Check In This Amount ➡	1392.50

If your registration documents are not received within 90 days, please contact PennDot.

3. APPLICANT'S COPY/TEMPORARY

EXHIBIT D

"ODOMETER DISCLOSURE STATEMENT"

1. **No Signature by Seller - Dealer Rider Ford, Inc. as Required to Certify Statement**
2. **Plaintiff / Buyer told Defendant 1 / Seller - Dealer that Truck had More than 15 Miles on Odometer Reading but the Seller - Dealer Certified it as 15 Miles Anyway, in Apparent Violation of Federal and State Laws**

DAVID L NEARHOOD — CUSTOMER'S NAME

F63026 — STOCK NO

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, RIDER FORD (transferor's name, print)

state that the odometer now reads 15 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
FORD TRUCK	S-DTY F-250	REG CAB SR

VEHICLE IDENTIFICATION NUMBER	YEAR
1FTNF21506EB63026	2006

X _____
TRANSFEROR'S SIGNATURE

RIDER FORD
PRINTED NAME

3001 WALTON ST
TRANSFEROR'S ADDRESS (STREET)

PHILIPSBURG — PA — 16866
CITY — STATE — ZIP CODE

12/30/2006
DATE OF STATEMENT

X David L Nearhood
TRANSFEREE'S SIGNATURE

DAVID L NEARHOOD
PRINTED NAME

1223 OAK GROVE ROAD
TRANSFEREE'S ADDRESS (STREET)

MORRISDALE — PA — 16858
CITY — STATE — ZIP CODE

ADAMS II

EXHIBIT E

PENNSYLVANIA NOTICE TO APPLICANT BUYER

"OPTIONAL PRODUCTS NOT REQUIRED TO OBTAIN FINANCING"

1. **No Signature by Seller or Creditor at Bottom as Required to Validate Finance Agreement per Truth-in-Lending Disclosure Act (Regulation "Z")**

CITIZENS AUTOMOBILE FINANCE CORP.

PENNSYLVANIA NOTICE TO APPLICANT BUYER OPTIONAL PRODUCTS NOT REQUIRED TO OBTAIN FINANCING

Be advised as an applicant for motor vehicle financing that the purchase of specific items related to acquiring the motor vehicle, including any service contract, warranty, debt cancellation agreement, debt suspension agreement or optional insurance coverage IS VOLUNTARY AND IS NOT REQUIRED AS A CONDITION OF RECEIVING THE FINANCING FOR WHICH YOU ARE APPLYING. However, this notice does not apply to insurance for substantial risk of damage, destruction or theft of the motor vehicle which may be required by the retail installment seller under Pennsylvania law. This notice also does not apply to options and accessories physically attached to the motor vehicle.

By signing below, the Applicant Buyer(s) acknowledges receiving the above notice both orally and in writing prior to signing any motor vehicle retail installment sale contract.

Date: _____

x David L. Hazelwood
Applicant Buyer Signature

Name: _____

Address: _____

x _____
Co-Applicant Buyer Signature

Name: _____

Address: _____

White: Creditor Copy Canary: Buyer Copy Pink: Co-Buyer Copy Goldenrod: Dealer Copy

AMFC:018PA REV 9/04

Exhibit E Page 1.44

EXHIBIT F

JANUARY 18TH, 2007 CERTIFIED TARE WEIGHT TICKET

"VEOILA ENVIRONMENTAL SERVICES GREENTREE LANDFILL, LLC"

1. **The tare weight of the truck on this ticket is what registered on the scales when Plaintiff had in the truck approximately 1/2 tank of gas and a rubber bedmat, broom, nylon tow rope and running boards**
2. **The truck originally came with a full tank of gas on 12/30/2006 when Plaintiff took delivery of the truck**
3. **Ticket shows that Defendant 1 had only re-registered the gross vehicle weight rating up to 6,560 lbs. at time of weighing on 01-18-2007**

VEOLIA ENVIRONMENTAL SERVICES

Veolia ES Greentree Landfill, LLC
635 Toby Road, Kersey, PA 15846
Tel: (814) 265-1744 • Fax: (814) 265-8745

099000

C.O.D. CUSTOMERS
635 TOBY RD

KERSEY, PA 15843

SITE	TICKET	GRID
01	520909	
WEIGHMASTER	HT066206	
DATE IN	18 Jan 07	TIME IN 3:26 pm
DATE OUT	18 Jan 07	TIME OUT 3:41 pm
VEHICLE	CASH1	ROLL OFF
REFERENCE	ORIGIN	Clearfield,PA

Contract: CLEARFIELD DAVID NEARHOOD Inbound - ENL-CELLS

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	TAX	TOTAL
0.14	TN	10 CC03 MSW	$42.32	$26.16 CR	$0.86	$27.02
1.00	EA	EF CC03 ENVIRONMENTAL FEE	$3.00	$3.00	$0.00	$3.00
		00 Gross Weight 6,560.00 lb				
		Stored Tare Weight 6,280.00 lb				
		Net Weight 280.00 lb				

TICKET NOTES

000000
0000

WHITE COPY-CUSTOMER YELLOW COPY- RETAIN
PINK COPY-TRANSPORTER

~~$30.00~~
NET AMOUNT
$0.00
~~($30.00)~~
TENDERED
40.92
CHANGE
CHECK NO

SIGNATURE David Nearhood

Exhibit F Page 1.46

EXHIBIT G

PENNSYLVANIA OFFICE OF ATTORNEY GENERAL

CONSUMER COMPLAINT FORM

1. **Copy that Plaintiff filed with the State Attorney General's Office on 03-01-07**

PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

TOM CORBETT
ATTORNEY GENERAL

CONSUMER COMPLAINT FORM

www.attorneygeneral.gov

Office Use Only Investigator: Code 1 Code 2
Complaint #

Bureau of Consumer Protection
Manor Building, 6th Floor
564 Forbes Avenue
Pittsburgh, PA 15219
(412) 565-5135

David Nearhood
YOUR NAME

1223 Oak Grove Rd
ADDRESS

Morrisdale PA 16858 Clearfield
CITY STATE ZIP CODE COUNTY

814-342-7464 814-[redacted]290-3091
HOME PHONE NUMBER BEST NUMBER TO CALL DURING THE DAY

Your Age:
☐ 18-29
☐ 30-44
☐ 45-59
☐ 60 or older

How did you find out about us?
☐ Yellow Pages
☐ Attorney General Consumer Fair or Speaking Engagement
☐ State Legislator or Agency
☐ News Story
☐ Internet
☐ Other

Rider Motors Inc
NAME OF BUSINESS COMPLAINT IS AGAINST

NAME OF OWNER OR OTHER INDIVIDUAL TO WHOM YOU COMPLAINED

[redacted] Philipsburg
ADDRESS

PA 16866 Center
CITY STATE ZIP CODE COUNTY

342-4060
PHONE

PRODUCT(S) OR SERVICE(S) PURCHASED	DATE OF PURCHASE	PURCHASED PRICE
2006 F-250 xL Super Duty	12-29-07	$35,589.92

(This information will be used for Statistical & Enforcement Purposes)

To what other agencies have you complained? Citizens Automobile Finance Corp.

What action was taken? They said they are going to sue me.

Have you retained an attorney? ☐ Yes ☐ No
If yes, please provide your attorney's name, address and telephone number

Have you filed a court action? ☐ Yes ☐ No
If yes, please state WHEN, WHERE and WHAT decision was made?

PLEASE COMPLETE THE REVERSE SIDE OF THE COMPLAINT FORM

Please explain your complaint. You may use additional sheets if necessary. Please print or type clearly. Try to be brief, but be sure to tell WHAT happened, WHEN it happened and WHERE it happened. Be specific about any oral statements the business made to you, ESPECIALLY those that influenced you to deal with the company. Describe events in the order in which they happened. Attach COPIES of all contracts, letters, receipts, canceled checks (front & back), advertisements or any other papers that relate to your complaint.

I called on I got my cars to Joe Penn Valley
Exchange 721 Baltimore Pike 610 Springfield Pa 19064
He has part of that and I have a truck down but
Ken and me on the hook

Look to attached Pages.

WHAT WOULD YOU LIKE THE BUSINESS TO DO TO SETTLE YOUR COMPLAINT?

Give my money back & repair my credit
rating.

PLEASE READ CAREFULLY

The Attorney General cannot act as your private attorney. As a law enforcement agency, the primary function of the Office of Attorney General is to represent the public at large by enforcing laws prohibiting fraudulent or deceptive trade practices.

The information you provide will be used in an attempt to resolve your complaint and will be shared with the party complained against.

Through the Bureau of Consumer Protection, the Attorney General does provide as a service to consumers the Consumer Mediation Unit, where an attempt may be made to mediate individual consumer complaints. Your complaint will remain on file with our office and the information contained in it may be used to establish violations of Pennsylvania Law.

I certify that the information provided is true and correct to the best of my knowledge, information and belief.

David L. Rinehart — 3-1-07

YOUR SIGNATURE — DATE

REVISED JANUARY 2005

EXHIBIT H

REGISTRATION CERTIFICATE SHOWING REGISTERED GVWR AT ONLY 7000 LBS.

1. **Copy that Plaintiff Received from Defendant 1 Rider Ford, Inc. on 03-07-07 after Plaintiff Complained Again on 02-28-07 Requesting that He Bump Maximum GVWR up to the Maximum 9500 lbs Rating for the Truck**
2. **Certificate is Showing Defendant's Response to Plaintiff's Request that He Only Moved it up Slightly a token amount to 7000 lbs, still far insufficient to Accommodate Plaintiff's Request to Assure He Could Haul Legal Loads for His Occupation at or near 1.5 Tons (3000 lbs) Net Load Weight**

Detach Here 1 OF 1

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: APR 30, 2007 VALID: 03/02/07

PLATE: YFV1763 REG. GROSS WT: 07000
TITLE: 6631926646Q1 NE
VIN: 1FTNF21506EB63026 UNLADEN WEIGHT: 05757
YR/MAKE: 2006 FORD CLASS: 08
TYPE: TK
MID: 07036 0010 001674-001

094021
DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA
16858

Change your address online at: www.state.pa.us Pa Keyword "DMV".

N V Detach Here

SIGNATURE

I hereby acknowledge this day that I have received notice of the provision of Section 3707 of the Vehicle Code

registration credential, you acknowledge that you have received notice of this provision.

TRI-COUNTY TAG SERVICE
253 BENNER PIKE
SUITE B
STATE COLLEGE, PA 16801

ALTOONA PA 165
06 MAR 2007 PM 2 L

094021
DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA
16858

EXHIBIT I

PENNSYLVANIA DMV / DOT MV-41 FORM

"APPLICATION FOR CORRECTION OF VEHICLE RECORD OR VERIFICATION OF VEHICLE IDENTIFICATION NUMBER"

1. **Picked up at AAA Office in State College, PA to see what was Needed to Raise the Weight per Information Regarding the Form after Talking to State Police Trooper Michael Green of the Criminal Fraud Division at the PA State Police Barracks in Clearfield, PA**
2. **The Plaintiff was also told that he needed to get the GVWR Changed on the Title Also per Trooper Michael Green**

1-800-932-4600

MV-41 (11-06)

Commonwealth of Pennsylvania
Department of Transportation
Bureau of Motor Vehicles
Harrisburg, PA 17104-2516

APPLICATION FOR CORRECTION OF VEHICLE RECORD OR VERIFICATION OF VEHICLE IDENTIFICATION NUMBER

▲ FOR DEPARTMENT USE ONLY ▲

SEE INFORMATION ON REVERSE

Title Number	If your title is being held by a lienholder that participates in the Electronic Lien and Titling Program (ELT), check here: ☐	GVWR (if applicable)	Registration Plate Number

CHECK ✓ APPLICABLE BLOCK BELOW

1. ☐ Correction or Verification of Vehicle Identification Number. Complete Sections A, B and F.
2. ☐ Application for State Replacement Vehicle Identification Number Plate/Decal. Complete Sections A, C (MUST be completed by a Police Officer), and F.
3. ☐ Correction of body type, number of axles, or other corrections to the vehicle title or registration data. Complete sections A, D and F. (If the vehicle has been modified, such as the addition or removal of axles, or you are requesting a change to the manufacturer weight specifications, an MV-426B must be completed.)
4. ☐ Verification of Gross Vehicle Weight Rating (GVWR) or Gross Combination Weight Rating (GCWR) by Inspection Mechanic Only. Complete Sections A, E and F.

A VEHICLE OWNER INFORMATION

Last Name(s)/Company Name	First Name	Middle Initial	Jr., etc.
Co-Owner Last Name	First Name	Middle Initial	Jr., etc.
Current Street Address		City	
State	Zip Code	***Please use the "County Codes" listing found on the back of this application and list the numerical code for the County of your residence.***	County Code

B CORRECTION OR VERIFICATION OF VEHICLE IDENTIFICATION NUMBER

To be used only to correct typographical error of one digit, transposition of two digits, or if engine number has been erroneously recorded as the VIN OR for the purpose of VIN verification.

ATTACH TRACING HERE OR **HAVE AUTHORIZED NOTARY PUBLIC EMPLOYED BY A FULL AGENT OR MOTOR VEHICLE DEALER, OR INSPECTION MECHANIC COMPLETE THE VERIFICATION INFORMATION BELOW.**

Record Correct VIN

Signature of Notary Public or Inspection Mechanic | DIN/Mechanic #

C APPLICATION FOR STATE REPLACEMENT VIN PLATE

Original Vehicle Identification Number (if known)

Reason for Replacement of VIN Plate

☐ Lost ☐ Stolen ☐ Defaced ☐ Never Received

☐ Other (Please Explain) _____

VERIFICATION BY POLICE OFFICER (Local or State Police)

Signature of Police Officer	Badge Number
Department Name	Telephone No.

D VEHICLE DATA THAT REQUIRES CORRECTION - Check only the block(s) and list the information that needs correcting due to an error in the title application or to a change in the use of the vehicle.

☐ Make of Vehicle	☐ Body Type	☐ Year	☐ Seating Capacity
Correct to:	Correct to:	Correct to:	Correct to:

☐ Odometer - See instructions on Reverse side	☐ Other
Correct to:	Correct to:

☐ Unladen Weight	☐ Registered Gross Vehicle Weight	☐ Registered Gross Combination Weight
Correct to:	Correct to:	Correct to:

[redacted] Mechanic Only) | GVWR | GCWR

Signature of Inspection Mechanic | Inspection Mechanic Number

☐ No. of Axles	Was additional axle installed? ☐ Yes ☐ No	NOTE: If additional axle was added, MV-426B must be completed.
Correct to:		

F CERTIFICATION - I(We) hereby certify under penalty of law that all information given on this application is true and correct. (Date must be listed).

Signature of Owner or Authorized Person	Date
Signature of Co-Owner or Title of Authorized Person	Applicant's Telephone No.
	( )

THIS APPLICATION MAY BE PHOTOCOPIED

MESSENGER NO.

EXHIBIT J

MAY 9TH, 2007 CERTIFIED TARE WEIGHT TICKET

"INTERSTATE SCALES KWIK FILL PLAZA IN KYLERTOWN, PA"

1. **On May 9, 2007, the Plaintiff, in order to gain more evidence to the end of proving his claims in his Complaint, and to help prove his case that the dealer tampered with the weight results and gave him inaccurate ratings, got a certified reconstruction as near as possible of the true tare weight of the truck at Interstate Scales Kwik Fill Plaza in the original weight and equipment configuration condition the truck was in with a full tank of gas when he originally took delivery of the vehicle from the dealer**
2. **The tare weight of the truck on this ticket is what registered on the scales when Plaintiff had in the truck full tank of gas and a rubber bedmat, broom, nylon tow rope and running boards**
3. **The truck originally came with a full tank of gas on 12/30/2006 when Plaintiff took delivery of the truck minus the running boards which weigh approximately 35 lbs, and minus the rubber bedmat, broom and nylon tow rope, which weigh approximately another 25 lbs**

INTERSTATE SCALES®

P.O. Box 6730, Evansville, IN 47719-0730
Ph. (812) 421-9212 Fax: (812) 421-6325
www.interstatescales.com

No. 620241

☐ IF REWEIGH CHECK HERE
FIRST TICKET #

21:17:28 09 May 2007 11654

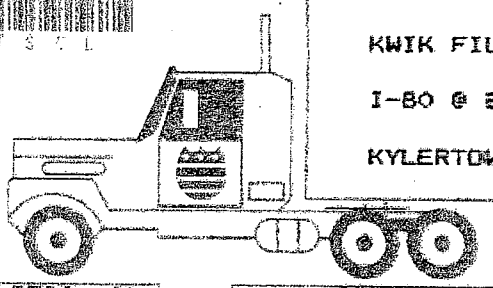
KWIK FILL PLAZA

I-80 @ EXIT 133

KYLERTOWN, PA

LICENSED PUBLIC WEIGHMASTER SEAL (IF APPLICABLE)

SM



FLEET COPY

3580 lb	2680 lb	00 lb
	6260 lb	

☑ CHECK HERE IF DRIVER IS NOT IN TRUCK DURING WEIGHING
THE GROSS WEIGHT IS THE CERTIFIED WEIGHT
ENTIRE TRUCK MUST BE ON SCALE TO BE CERTIFIED
MULTIPLE DRAFT WEIGHTS ARE NOT LEGAL FOR TRADE

Weigh $ 8.00

VIN#: 1FTN7215067863076

This is to certify that the following described merchandise was weighed, counted or measured by a public or deputy weighmaster, and when properly sealed and stated shall be prima facie evidence of the accuracy of the weight shown as prescribed by law.

Tractor # 1 Trailer # Company

#1 Driver Code	P.O.#	Trip #

Weighmaster

©Hergatt Enterprises, Inc. 2002 All rights reserved. No part of this ticket may be reproduced without the express written consent of Interstate Scales.

INTERSTATE SCALES®

Interstate Scales Guarantee

When you weigh on our certified scale and are shown to be legal, then receive an overweight fine, we will pay the ticket if our scale is found to be inaccurate. If our scale is found to be correct, we will appear in court with the driver of the truck as an expert witness.

IF YOU RECEIVE AN OVERWEIGHT FINE DO THE FOLLOWING:

1. You should post a bond and request a court date.
2. Immediately notify Interstate Scales of the citation and location of the scale you weighed on prior to the fine.
3. Send a copy of the weight ticket, citation, your name, company name, address and telephone number to Interstate Scales.

Note: The gross weight is the certified weight. The entire truck must be on the scale to be certified. Overweight permit loads are not guaranteed.

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge and good faith belief, and that the documents attached as Exhibits to the Complaint are true and correct copies of the originals.

Respectfully submitted,

Dated: June 8, 2007 by David L. Nearhood

David L. Nearhood
Plaintiff

MAIL SERVICE LIST

Rider Ford, Inc.
Defendant 1
1001 Walton Street
Phillipsburg, Pennsylvania 16866
Phone: (814) 342-4620

Citizens Automobile Finance Corp.
Defendant 2
P.O. Box 255587
Sacramento, California 95865-5587

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

ORDER OF COURT

AND NOW, this _____ day of _____, 2007, it is ORDERED, ADJUDGED and DECREED that the Defendant's Preliminary Objections filed herein be and hereby are sustained, and it is further ORDERED, ADJUDGED and DECREED that Plaintiff's Complaint be and hereby is dismissed with prejudice.

By the Court,

_____ J.

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of Preliminary Objections to Complaint by First Class Mail, Postage Pre-Paid, on the 3rd day of July, 2007, upon the following:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

By: _____
James C. Warmbrodt, Esquire

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

DAVID L. NEARHOOD,	*	
Plaintiff	*	
vs.	*	NO. 07-908-CD
RIDER FORD, INC. and CITIZENS	*	
AUTOMOBILE FINANCE CORP.,	*	
Defendants	*	

ORDER

NOW, this 10th day of July, 2007, upon receipt of the Preliminary Objections filed on behalf of the Defendants by Attorney Jeffrey W. Stover, it is the ORDER of this Court that argument on the Defendants' Preliminary Objections is scheduled for the 10th day of August, 2007 at 1:30 p.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, PA 16830.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

FILED 3cc
014:00/01 Atty Stover
JUL 10 2007
GK

William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUL 10 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/10/07

X 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:

ORIGINAL

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

DAVID L. NEARHOOD, Plaintiff,	:	Docket No. 07-908-CD
vs.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants.	:	

FILED 1 cc Atty
m/ 11:50 cm
JUL 16 2007

William A. Shaw
Prothonotary/Clerk of Courts

MOTION TO RESCHEDULE ARGUMENT

COMES NOW, Defendant Rider Ford, Inc. by and through its attorneys, Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C., and files this Motion to Reschedule Argument, a statement of which follows:

1. Plaintiff filed his Complaint in the above referenced action on June 8, 2007.

2. Defendant Rider Ford, Inc. filed preliminary objections to the Complaint as well as a Praecipe to Schedule Argument on June 28, 2007.

3. By Court Order dated July 10, 2007, argument on the preliminary objections has been scheduled for August 10, 2007 at 1:30 p.m.

4. Attorneys for Defendant Rider Ford, Inc. each have a schedule conflict with the argument date and time.

5. Attorney Jeffrey W. Stover is scheduled to be out of the office on August 10, 2007.

6. Attorney Susan E. Bardo is scheduled to be in a hearing in Clinton County at 1:00 p.m. on August 10, 2007.

WHEREFORE, Defendant Rider Ford, Inc., prays this Honorable Court to reschedule argument on its preliminary objections to a later date.

Respectfully submitted:

STOVER, McGLAUGHLIN, GERACE,
WEYANDT & McCORMICK, P.C.

By: _____

Susan E. Bardo
PA No. 93738
Jeffrey W. Stover
PA No. 37652
122 East High Street
Bellefonte, PA 16823
(814) 355-8235
(814) 355-1304 facsimile
Attorneys for Defendant,
Rider Ford, Inc.

Date: July 13, 2007

D. Q

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

DAVID L. NEARHOOD, Plaintiff,	:	Docket No. 07-908-CD
vs.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants.	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused the foregoing document to be served upon the person(s) listed by depositing the same with the U.S. Postal Service, first class, postage prepaid, addressed as follows:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Citizens Automobile Finance Corp.
P.O. Box 255587
Sacramento, CA 95865-5587

Date: July 13, 2007

By: Susan E. Bardo
Susan E. Bardo

ORIGINAL

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

DAVID L. NEARHOOD, Plaintiff	*	
vs.	*	NO. 07-908-CD
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants	*	

ORDER

NOW, this 10th day of July, 2007, upon receipt of the Preliminary Objections filed on behalf of the Defendants by Attorney Jeffrey W. Stover, it is the ORDER of this Court that argument on the Defendants' Preliminary Objections is scheduled for the 10th day of August, 2007 at 1:30 p.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, PA 16830.

BY THE COURT,

/S/ Fredric J Ammerman
FREDRIC J. AMMERMAN
President Judge

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

JUL 10 2007

Attest. William L. Ammerman
Prothonotary/
Clerk of Courts

ORIGINAL

FILED

JUL 16 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD, Plaintiff,	:	Docket No. 07-908-CD
vs.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants.	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused the foregoing document to be served upon the person(s) listed by depositing the same with the U.S. Postal Service, first class, postage prepaid, addressed as follows:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Citizens Automobile Finance Corp.
P.O. Box 255587
Sacramento, CA 95865-5587

FILED ICC AAA
m/11:45 cm
JUL 16 2007
William A. Shaw
Prothonotary/Clerk of Courts

Date: July 12, 2007

By: Susan E. Bardo
Susan E. Bardo

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	: CIVIL ACTION – LAW
Plaintiff	: BREACH OF CONTRACT : ACTION - EX CONTRACTU
vs	:
RIDER FORD, INC., a/k/a RIDER FORD	:
and	: CASE NO.: 2007-00908-CD
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	: RULE 248 - MODIFICATION : OF TIME
Defendants	:

ORDER

AND NOW, this _____ day of _____, _____, upon consideration of the foregoing motion, it is hereby ordered that:

1. a rule is issued upon the respondent to show cause why the moving party is not entitled to the relief requested;
2. the respondent shall file an answer to the motion within _____ days of this date;
3. the motion shall be decided under Pa.R.C.P. 206.7;
4. depositions and all other discovery shall be completed within _____ day of this date;
5. an evidentiary hearing on disputed issues of material fact shall be held on _____, in the Clearfield County Courthouse, Clearfield, Pennsylvania, in Courtroom No. _____;
6. argument shall be held on _____ , in Courtroom No. ____ of the Clearfield County Courthouse; and
7. notice of the entry of this order shall be provided to all parties by the moving party.

BY THE COURT,

_____
Fredric Joseph Ammerman, President Judge

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION - LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**: RULE 248 - MODIFICATION : OF TIME**
	:
Defendants	**:**

FILED
JUL 18 2007
William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE FOR EXPEDITED DISPOSITION OF MOTION

TO THE COURT ADMINISTRATOR:

Expedited Disposition of the attached motion is requested for the following reasons:

1. The 20-day deadline to respond to Defendant Rider Ford's Preliminary Objections and to file an Amended Complaint on his objections is today, July 18, 2007, and Plaintiff needs an expedited ruling on his Motion to avoid losing his Right to respond to Defendant's oobjections and to file an Amended Complaint within the time limits as modified by the court as requested by Plaintiff.
2. The Plaintiff likewise needs an appropriate expedited ruling on his motion to modify and extend the 20 day deadline to respond to Defendant Citizens Auto Finance Corp. because the deadline to respond is July 25, 2007, to avoid running past the time limit, and since Plaintiff has been and will be unable to respond timely to file his response here either due to a number of factors impacting negatively his schedule.
3. The Motion to Modify and Extend Time to file Amended Pleadings and respond to Preliminary Objections is simple, not complex or controversial, and can be quickly

disposed of as such and though it needs expedited consideration due to time limits running out, it can be ruled upon the merits and can be GRANTED upon initial consideration without the necessity of oral arguments, complex discovery or new subpoena proceedings, filing briefs or setting additional hearings, issuing rules and procedures normally required of praecipes, etc.

Respectfully submitted,

Dated: 7-18-07 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**: RULE 248 - MODIFICATION**
	: OF TIME
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I caused to be served on 1-18-07, a copy of the attached **PRAECIPE FOR EXPEDITED DISPOSITION OF MOTION** and the **PROPOSED ORDER,** to be served upon the parties listed, pursuant to Pa.R.C.p., Rule 440, and by depositing a true and correct copy in the U.S. Mail, 1st class postage prepaid, to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: 7-18-07 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**: RULE 248 - MODIFICATION : OF TIME**
	:
Defendants	**:**

ORDER TO EXTEND TIME TO FILE AN AMENDED PLEADING AND RESPONSE(S) TO PRELIMINARY OBJECTION(S)

AND NOW, this _____ day of July, 2007, in consideration of the Plaintiff's Motion to Extend Time to File an Amended Pleading and Response(s) to Preliminary Objections filed by Defendants against him, the Motion is GRANTED, and THEREFORE, pursuant to 231 Pa. Code, Rule 248 and 231 Pa. Code, Rule 1003,

IT IS ORDERED that a modification and extension of the tolling of the 20-day time clock or period to plead and file an Amended Pleading is extended out until _____, 2007, and the time to plead and file responses to the Preliminary Objections of Defendants is extended out until _____, 2007, in effect until further Notice and Order from this Court for the filing deadline of the pleadings, pending the outcome of the pending rescheduled hearing currently set for August 10, 2007, on the Defendant's Motion to Reschedule Argument.

By the Court,

_____

Fredric Joseph Ammerman, President Judge
In the Court of Common Pleas,
Clearfield County, Pennsylvania

FILED
JUL 18 2007
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	:
RIDER FORD, INC., a/k/a RIDER FORD	:
and	**: CASE NO.: 2007-00908-CD**
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**: RULE 248 - MODIFICATION : OF TIME**
Defendants	:

MOTION TO EXTEND TIME TO FILE AN AMENDED PLEADING AND RESPONSE(S) TO PRELIMINARY OBJECTION(S)

COMES NOW the Plaintiff in this action, David L. Nearhood, with his emergency Motion to extend time to file (1) an amended pleading as a matter of course and (2) his responses to the Preliminary Objections filed by Defendants against him, namely Rider Ford, Inc. on June 28, 2007, and Citizens Auto Finance Corp. on July 5, 2007, respectively, pursuant to 231 Pa. Code, Rule 248 and 231 Pa. Code, Rule 1003, and hereby moves this Honorable Court to GRANT a modification and extension of the tolling of the 20-day time clock or period to plead and file an Amended Pleading and to file an Answer or Response to the Preliminary Objections under 231 Pa. Code, Rule 1028 and Local Rule 1028(c), **until further Notice from this Court pending the outcome of the pending rescheduled hearing, currently set on August 10. 2007 for preliminary objections, or within twenty days after notice of the order or within such other time as the court shall fix for the filing deadline of the pleadings or Argument,** or make such other order as shall be appropriate for the disposition of the matter., on Defendant's

Rider Ford's Motion to Continue Hearing and Reschedule Argument. on Preliminary Objections, and, on the other Defendant's Citizens Auto Finance Corp.'s Preliminary Objections., and in support thereof, avers as follows:

1. Defendant Rider Ford, Inc. has served Plaintiff as of June 28, 2007 his Preliminary Objections to Plaintiff's Complaint.
2. Defendant Citizen's Auto Finance Corp. has served Plaintiff as of July 5, 2007 his Preliminary Objections to Plaintiff's Complaint.
3. The 20-day deadline to respond to Defendant Rider Ford's Preliminary Objections and to file an Amended Complaint on his objections is today, July 18, 2007.
4. The 20-day deadline to respond to Defendant Citizens Auto Finance Corp.'s Preliminary Objections and to file an Amended Complaint on his objections is July 25, 2007.
5. The Plaintiff has an Emergency and otherwise needs an appropriate expedited ruling on his motion to modify and extend the 20 day deadline to respond to Defendant Rider Ford because the deadline to respond is today, July 18, 2007, and since Plaintiff has been and will be unable to respond timely to file his response due to a number of factors impacting negatively his schedule.
6. The Plaintiff likewise needs an appropriate expedited ruling on his motion to modify and extend the 20 day deadline to respond to Defendant Citizens Auto Finance Corp. because the deadline to respond is July 25, 2007, and since Plaintiff has been and will be unable to respond timely to file his response here either due to a number of factors impacting negatively his schedule.
7. The Plaintiff is required to operate pro se, and is therefore under legal hardship and handicap, and as a pro se litigant, lacks the finances to hire adequate assistance of counsel

and to have adequate time to do all the necessary paperwork and law library research timely in a very complex legal case.

8. The Plaintiff's work schedule on business with his clients has been unusually heavy the last several weeks and has impacted his time.

9. The Plaintiff is also a single parent and this obligation and commitment to his young children has also taken away from his time.

10. Plaintiff is awaiting the answer of Defendant parties on Notice of Intent to serve a *subpoena duces tecum*, and then subsequently to await the return of documents from service of the subpoena on Pennsylvania State Trooper Michael P. Green for legal evidence and arguments that Plaintiff must evaluate and develop vital in helping Plaintiff to prove his case at trial, and this process is expected to take up to 40 - 50 days or longer from issuance of subpoena on July 13, 2007.

11. The Plaintiff has a right as a matter of course to file an Amended Complaint and his responses to the Preliminary Objections filed by Defendants against him, and especially when there are material issues of fact and law in dispute.

12. Each Defendant has filed a Preliminary Objection alleging facts not of record and/or of facts in dispute arising from the Preliminary Objections and answers thereto, or containing new matter and issues they raised in their pleadings.

13. As a consequence of Paragraph 12 above, the Plaintiff needs more time to properly respond to these allegations or facts in dispute with Defendants, at least 2/each, or possibly 4 more pleadings, a response to their objections and amended pleadings for each Defendant party's objection, which is unduly burdening Plaintiff's schedule for even more time, in the circumstances he is laboring under currently.

14. The Motion to Modify and Extend Time to file Amended Pleadings and respond to Preliminary Objections is simple, not complex or controversial, and can be quickly disposed of as such and though it needs expedited consideration due to time limits running out, it can be ruled upon the merits and can be GRANTED upon initial consideration without the necessity of oral arguments, complex discovery or new subpoena proceedings, filing briefs or setting additional hearings, issuing rules and procedures normally required of praecipes, etc.

15. As per the provisions of the Pennsylvania Code of Civil Procedure as codified at Title 231, 231 Pa. Code, Rule 248, *Modification of Time*, and 231 Pa. Code, Rule 1003, *Waiver of Rules. Extension of Time*, both provide that the time prescribed by any rule of civil procedure for the doing of any act or for the time within which pleadings shall be filed, may be extended by Order of Court.

16. 231 Pa. Code, Rule 1026, *Time for Filing. Notice to Plead*, provides 20 days after service of the complaint, answer or preliminary objection to file an Pleading in Response, Answer or Reply to the complaint, answer or preliminary objection.

17. I, the Plaintiff party, David L. Nearhood, hereby certifiy that concurrence in this matter has been sought from all opposing counsel by telephone on 7/18/2007, and concurrence has been granted by Susan Bardo, the Attorney from Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C. law firm on behalf of Defendant Rider Ford, Inc.; and concurrence has been sought but has not been granted as of the time of filing of this Motion because of unavailability from James Warmbrodt, the Attorney from Weltman, Weinberg & Reis Co., L.P.A. law firm on behalf of Defendant Citizens Auto Finance Corp.

18. I, the Plaintiff party, David L. Nearhood, hereby further certify that prior notice of the contents of the Motion and Order has been given to all the opposing counsel, and that counsel for Plaintiff David L. Nearhood, intends to present the motion and order to the Court for action.

19. I, the Plaintiff party, David L. Nearhood, hereby further certify that opposing counsel has been served on 07/18/2007 by fax notification of the Motion to their business offices, as well as having been served a copy of the original hardcopy Motion filed in Court via 1st class U.S. Mail, deposited in the U.S. Mail, postage prepaid

20. Plaintiff is and intends to be actively opposing the Defendant(s) in this action, but is and was unable to file his First Responsive or Amended pleading timely by the 20 day deadline (July18, 2007 on Defendant Rider Ford, Inc.); or will be unable to file a Second Responsive or Amended pleading on Defendant Citizen's Auto Finance Corp. by July 25, 2007 within 20 days from the second (2nd) service date of July 5, 2007 denoted above, and will be unable to file any Answer, Response, Reply or Amended Complaint at any time very soon thereafter from July 18, 2007 thru July 25, 2007, due to the reasons delineated above, and as summarized in this Paragraph, including but not limited to (1.) The need to obtain the return of the *subpoena duces tecum* documents for the investigative reports from the state police produced from the state trooper party so that Plaintiff may have the time to obtain and evaluate the evidence needed within them to help prove his case at trial, which will not occur prior to the expiration of the 20-day deadlines, and (2.) Legal hardship of lack of assistance of counsel and having to operate as a Pro Se litigant due to financial constraints, and (3.) Unavoidable business and parental obligations.

WHEREFORE, in the interests of Justice, the Plaintiff in this action, David L. Nearhood, respectfully requests this Honorable Court to GRANT a modification and extension of the tolling of the 20-day time clock or period to plead and file an Amended Pleading and to file an Answer, Reply or Response to the Preliminary Objections under 231 Pa. Code, Rule 1028 and Local Rule 1028(c), **until further Notice from this Court pending the outcome of the pending rescheduled hearing, currently set on August 10. 2007 for preliminary objections, or within twenty days after notice of the order or within such other time as the court shall fix for the filing deadline of the pleadings, or make such other order as shall be appropriate for the disposition of the matter,** on Defendant's Rider Ford's Motion to Continue Hearing and Reschedule Argument. on Preliminary Objections, and, on the other Defendant's Citizens Auto Finance Corp.'s Preliminary Objections.

Verification:

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts and statements set forth in the foregoing Motion are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: 7-18-07 by David L Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**: RULE 248 - MODIFICATION : OF TIME**
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I caused to be served on 7-18-07, a copy of the attached **MOTION TO EXTEND TIME TO FILE AN AMENDED PLEADING AND RESPONSE(S) TO PRELIMINARY OBJECTION(S)**, and the **PROPOSED ORDER**, to be served upon the parties listed, by fax, and by depositing a true and correct copy in the U.S. Mail, 1st class postage prepaid, to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: 7-18-07 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

UA

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

DAVID L. NEARHOOD, Plaintiff,	:	Docket No. 07-908-CD
vs.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants.	:	

ORDER

NOW, this 18th day of July, 2007, upon receipt of the Motion to Reschedule Argument filed on behalf of Defendant, Rider Ford, Inc., it is the ORDER of this Court that argument on the Defendant's Preliminary Objections is rescheduled for the 12th day of September, 2007 at 3:00 P m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, PA 16830.

BY THE COURT:

Fredric J. Ammerman, P.J.

FILED
09:32 BA ICC Atty
JUL 19 2007 Bardo
William A. Shaw
Prothonotary/Clerk of Courts (GR)

FILED

JUL 19 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/19/07

X 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:

FILED
AUG 07 2007
0/8:45/lw
William A. Shaw
Prothonotary/Clerk of Courts
4 CERT TO PLAINTIFF

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	:
RIDER FORD, INC., a/k/a RIDER FORD	:
and	**: CASE NO.: 2007-00908-CD**
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	:
Defendants	:

CERTIFICATE PREREQUISITE TO SERVICE OF A SUBPOENA PURSUANT TO RULE 4009.22

As a prerequisite to service of a subpoena for documents and things pursuant to Rule 4009.22, **Jeff L. Smith, (Process Server Party)** for David L. Nearhood, Plaintiff, certifies that

1. a notice of intent to serve the subpoena with a copy of the subpoena attached thereto was mailed or delivered to each party at least twenty days prior to the date on which the subpoena is sought to be served,
2. a copy of the notice of intent, including the proposed subpoena, is attached to this certificate,
3. no objection to the subpoena has been received, and
4. the subpoena which will be served is identical to the subpoena which is attached to the notice of intent to serve the subpoena.

Date: 08/07/2007

Jeff L. Smith
Process Server for Plaintiff
1108 Lincoln Avenue
Nanticoke, PA 18634-3424

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

NOTICE OF INTENT TO SERVE A SUBPOENA TO PRODUCE DOCUMENTS AND THINGS FOR DISCOVERY PURSUANT TO RULE 4009.21

Jeff L. Smith, (Process Server Party) for David L. Nearhood, Plaintiff, intends to serve a subpoena identical to the one that is attached to this notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the subpoena. If no objection is made, the subpoena may be served.

Date: 07/16/2007

Jeff L. Smith
Process Server for Plaintiff
1108 Lincoln Avenue
Nanticoke, PA 18634-3424

Process Server for: David L. Nearhood, Plaintiff

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

David L. Nearhood *
Plaintiff(s)

Vs. * No. 2007-00908-CD

Rider Ford, Inc. *
Citizens Automobile Finance Corp.
Defendant(s)

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

TC: Commissioner Jeffrey B. Miller, Custodian of Records, Pennsylvania State Police
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things: Copy of complete State Police fraud investigation report, plus copies of all typewritten or handwritten field investigative notes produced by Trooper Michael P. Green of the Clearfield County State Police Barracks in Woodland, PA for the Plaintiff David L. Nearhood regarding above Defendants.

Deliver to: (Address)
Jeff L. Smith, 1108 Lincoln Avenue, Nanticoke, PA 18634

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

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

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

NAME: Jeff L. Smith
ADDRESS: 1108 Lincoln Avenue
Nanticoke, PA 18634
TELEPHONE: (570) 735-3602
SUPREME COURT ID # N/A
~~ATTORNEY~~ FOR: David L. Nearhood
Process Server

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

DATE: Friday, July 13, 2007
Seal of the Court

Deputy

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs.	:
	:
RIDER FORD, INC., a/k/a RIDER FORD	:
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	:
	:
	:
Defendants	:

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, Jeff L. Smith, hereby certify that I am not less than 18 years of age and not a party to the above matter concerning which service of process was made, and that I caused to be served on 07/16/2007, by depositing a true and correct copy in the U.S. Mail, via Certified Mail, Return Receipt Requested, Restricted Delivery, to each of the following parties on the attached Mail Service List, a copy of the attached **NOTICE OF INTENT TO SERVE A SUBPOENA TO PRODUCE DOCUMENTS AND THINGS FOR DISCOVERY PURSUANT TO RULE 4009.21**, and a copy of the **PROPOSED SUBPOENA.**

Date: 07/16/2007

Jeff L. Smith
Process Server for Plaintiff
1108 Lincoln Avenue
Nanticoke, PA 18634-3424

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

MAIL SERVICE LIST

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Certified Mail No.: 7007 0220 0002 4200 8028

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517
Certified Mail No.: 7007 0220 0002 4200 8042

David L. Nearhood
Plaintiff
1223 Oak Grove Road
Morrisdale, PA 16858-8207
Certified Mail No.: 7006 2760 0004 2335 6229

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, Jeff L. Smith, hereby certify that I am not less than 18 years of age and not a party to the above matter concerning which service of process was made, and that I caused to be served on 08/07/2007, by depositing a true and correct copy in the U.S. Mail, via Regular 1st Class Mail, to each of the following parties shown on the attached Mail Service List, a copy of the attached **CERTIFICATE PREREQUISITE TO SERVICE OF A SUBPOENA PURSUANT TO RULE 4009.22,** and a copy of the **NOTICE OF INTENT TO SERVE A SUBPOENA TO PRODUCE DOCUMENTS AND THINGS FOR DISCOVERY PURSUANT TO RULE 4009.21.**

Date: 08/07/2007

Jeff L. Smith
Process Server for Plaintiff
1108 Lincoln Avenue
Nanticoke, PA 18634-3424

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

MAIL SERVICE LIST

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517

David L. Nearhood
Plaintiff
1223 Oak Grove Road
Morrisdale, PA 16858-8207

FILED
AUG 07 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendant.

Case No.: 2007-908-CD

TYPE OF PLEADING:

PRAECIPE TO SCHEDULE

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED NO CC
m/1:33(6)
AUG 13 2007
William A. Shaw
Prothonotary/Clerk of Courts

WWR No. 06101364

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

DAVID L. NEARHOOD,

Plaintiff,

Case No.: 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendant.

PRAECIPE TO SCHEDULE

TO THE PROTHONOTARY:

Please schedule Defendant's Preliminary Objections To Complaint before a Judge for decision.

REQUESTING --SEPTEMBER 12, 2007 AT 3:00P.M.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

By: _____
James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR No. 06101364

CERTIFICATE OF SERVICE

A true and correct copy of the Praecipe to Schedule has been served by First Class Mail, postage pre-paid, on 8th day of August, 2007 upon the following:

David L Nearhood
1223 Oak Grove Road
Morrisdale,Pa 16858

By: _____
James C. Wambrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR No. 06101364

FILED
AUG 13 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD

Plaintiff

No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.
Defendant

ORDER OF COURT

AND NOW, to wit, this 20 day of August, 2007, upon consideration of the record, it is HEREBY, ORDERED, ADJUDGED AND DECREED that the Preliminary Objections To Complaint on the above captioned matter is scheduled for September 12, 2007 at 3:00 a.m. p.m.

BY THE COURT:

J.

FILED 1cc
0/10:10/2007 Atty
AUG 21 2007 Warmbrodt
William A. Shaw
Prothonotary/Clerk of Courts

WWR No. 06101364

DATE: 8/21/07

X 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:

FILED

AUG 21 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD

Plaintiff

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.

Defendants

No. 2007-908-CD

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06101364

FILED ICC Atty.
m/10:35 cm
AUG 24 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD

Plaintiff

vs.

No. 2007-908-CD

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.

Defendant

AFFIDAVIT OF SERVICE OF ORDER OF COURT

BEFORE ME, the undersigned authority, personally appeared James C. Warmbrodt, Esquire, who according to law deposes and says that a copy of the Order of Court has been served on the Plaintiff, David L. Nearhood.

1. On or about August 22, 2007, Defendant received a signed Order of Court for a scheduled hearing on the Preliminary Objections to Complaint. Said Order of Court is attached as Exhibit "1".

2. On or about August 23, 2007, Defendant mailed the Order of Court to 1223 Oak Grove Road, Morrisdale, PA. 16858.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06101364

Sworn to and subscribed
before me this 23
day of August 2007.

Wayne A. Jones
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wayne A. Jones, Notary
City of Pittsburgh, Allegh
My Commission Expires Jun 25, 2010
Member, Pennsylvania Association of Notaries

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

DAVID L. NEARHOOD

Plaintiff

No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.
Defendant

ORDER OF COURT

AND NOW, to wit, this 20 day of August, 2007, upon consideration of the record, it is HEREBY, ORDERED, ADJUDGED AND DECREED that the Preliminary Objections To Complaint on the above captioned matter is scheduled for September 12, 2007 at 3:00 a.m./p.m.

BY THE COURT:

J.

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

AUG 21 2007

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

EXHIBIT
"1"

WWR No. 06101364

FILED 1cc
m/11:23/30
SEP 06 2007 Jeff Smith
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

NOTICE OF DOCUMENTS OR THINGS RECEIVED VIA SUBPOENA FOR DISCOVERY PURSUANT TO RULE 4009.23

I, **Jeff L. Smith, (Process Server Party)** for David L. Nearhood, Plaintiff, certify that I am in receipt of documents pursuant to the *subpoena duces tecum* for discovery and hereby give notice of receipt to every other party to the action in the above captioned case, and upon the payment of reasonable cost shall

1. furnish a legible copy of each document to any other party who requests a copy and
2. the "reasonable costs" of reproduction and postage for mailing a copy of the documents is $12.95, payable by Check or Money Order to S.L. Jones & Assoc., at $.25 per page for 3 pages, plus round trip mileage costs to Post Office and print shop of $.32 per mile at 22.5 miles total round trip, plus Priority Mail postage and handling of $5.00.

Date: 09/01/2007

Jeff L. Smith
Process Server for Plaintiff
1108 Lincoln Avenue
Nanticoke, PA 18634-3424

IN THE COURT OF COMMON PLEAS

CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, Jeff L. Smith, hereby certify that I am not less than 18 years of age and not a party to the above matter concerning which service of process was made, and that I caused to be served on 09/01/2007, by depositing a true and correct copy in the U.S. Mail, via Regular 1st Class Mail, to each of the following parties shown on the attached Mail Service List, a copy of the attached **NOTICE OF DOCUMENTS OR THINGS RECEIVED VIA SUBPOENA FOR DISCOVERY PURSUANT TO RULE 4009.23.**

Date: 09/01/2007

Jeff L. Smith

Jeff L. Smith
Process Server for Plaintiff
1108 Lincoln Avenue
Nanticoke, PA 18634-3424

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

MAIL SERVICE LIST

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517

David L. Nearhood
Plaintiff
1223 Oak Grove road
Morrisdale, PA 16858-8207

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

PLAINTIFF'S PETITION FOR LEAVE TO AMEND NEW MATTER - NO. 1

Plaintiff in this action, David L. Nearhood, *in pro per*, petitions this Court under Pa.R.C.P., Rule 1033 for leave to file amended new matter, and in support thereof, represents the following:

1. In his previous Complaint filed on June 8, 2007, Plaintiff outlined and detailed in Section II - Damages and Relief Sought, the facts, basis, and total amount of Damages sought against Defendants in his claim.
2. Plaintiff tabulated and itemized the outstanding amounts due him in his Claim for Damages at Paragraph 28 of his Complaint that he seeks judgment from this Court for.
3. The figures in the Claim for Damages are outdated and not current and up to date.
4. Plaintiff accordingly wishes to amend his new matter in order to update the figures in the Complaint. A copy of Defendant's proposed amended new matter is attached hereto as Exhibit "A".

FILED 3cc Atty
02:12 PM
SEP 10 2007
William A. Shaw
Prothonotary/Clerk of Courts

5. The Defendants will not be unduly prejudiced or surprised by this Amendment, especially since the need to amend was occasioned by the updated figures, and the Plaintiff's need for them due to the upcoming scheduled Hearing date of September 12, 2007 for Defendants' Preliminary Objections to Plaintiffs Complaint.
6. Manifest injustice to the Defendants will not result if the Amendment is allowed.

WHEREFORE, Plaintiff David L. Nearhood, requests that this Court enter an Order allowing Plaintiff to amend its new matter as aforesaid.

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing PLAINTIFF'S PETITION FOR LEAVE TO AMEND NEW MATTER - NO. 1. are true and correct to the best of my knowledge and good faith belief, and that the documents attached as Exhibits to the Response, if any, are true and correct copies of the originals.

Respectfully submitted,

Dated: Sept. 10, 2007 by David L. Nearhood
David L. Nearhood
Plaintiff

EXHIBIT A

AMENDED COMPLAINT

PARAGRAPH 28

Claim for Damages

28. The outstanding amounts due Plaintiff that he seeks judgment via this Complaint are itemized as follows:

Return of Downpayment on Truck -	$2,000.00
Return of Rebate as Liquidated Damages -	$4,500.00
Expenses for Titling, Licensing and Registration -	$ 93.50
Expenses for Required Equipment Upgrades and Maintenance -	$ 496.29
Accrued Vehicle Insurance Costs thru Sept 10, 2007 at $185/bi-monthly -	$ 1017.50
Accrued Vehicle Storage Costs @ $50.00 per diem 12/30/06 - 09/10/07 -	$12,650.00
Accrued Interest at 8.49% APR Returned as Liquidated Damages -	$7,287.42
Legal Expenses for Typing Services, Copying, Printing Costs -	$ 382.00
Damages for Loss of Income, not having truck legal load capacity from January 1, 2007 forward to Sept 10, 2007 @ $500 per week -	$18,000.00
Punitive Damages for Fraud, Concealment and Misrepresentation -	$20,000.00
Mental Anguish, Stress, Emotional Distress, Suffering -	$5,000.00
Total Amount Due	**$71,426.71**

Interest continues to accrue under the Complaint from June 3,, 2007 forward at 8.49% per annum; $6.84 per diem

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I caused to be served on Sept. 10, 2007 a copy of the attached PLAINTIFF'S PETITION FOR LEAVE TO AMEND NEW MATTER - NO. 1., by certified overnight U.S. express mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Sept. 10, 2007 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

ORDER

AND NOW, this _____ day of _____, 2007, upon consideration of Plaintiff's Petition for Leave to Amend and Defendant's response thereto, it is hereby ORDERED that the said Petition is GRANTED and leave is given for Plaintiff to amend his new matter to aver the updated Claim for Damages in the Complaint.

BY THE COURT,

_____
Fredric Joseph Ammerman, President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL ACTION- (LAW) ~~(EQUITY)~~

No. **CASE NO.: 2007-00908-CD**

Type of Case: **BREACH OF CONTRACT**

Type of Pleading: **Response to Preliminary Objection of Citizens Auto**

Filed on Behalf of: **PLAINTIFF**
(Plaintiff / ~~Defendant~~)

DAVID L. NEARHOOD
Plaintiff

VS.

RIDER FORD, INC.
Defendant

AND

CITIZENS AUTO FINANCE CORP.
Defendant

Counsel of Record for this Party:

David L. Nearhood, In Propria Persona
~~(Name of Attorney)~~

Supreme Court No.: **N / A**
(Firm Name, if any)

1223 Oak Grove Road
(Address 1)

Morrisdale, Pennsylvania 16858
(Address 2)

(814) 342-7464
(Phone)

Dated: Sept. 10, 2007

David L. Nearhood
(Signature)

FILED 2cc Pltf
SEP 10 2007
William A. Shaw
Prothonotary/Clerk of Courts

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	:
	:
Defendants	**:**

RESPONSE TO PRELIMINARY OBJECTIONS OF DEFENDANT CITIZENS AUTO FINANCE CORP.

COMES NOW the Plaintiff in this action, David L. Nearhood, with his Response to the Preliminary Objections of Defendant Citizens Auto Finance Corp., and his admissions, denials, replies or further arguments against Defendant's stance or in further support of Plaintiff's position herein as follows:

I. Response to Defendant's Statement of the Issues

1. Denied. Plaintiff Denies Defendant Citizens Auto Finance Corp claim that the Complaint lacks specificity and should therefore be stricken. Plaintiff herein makes affirmative assertion quite the contrary that the Complaint does indeed have sufficient specificity to be sustained, as will be elaborated upon below.
2. Denied. Plaintiff Denis Defendant Citizens Auto Finance Corp claim that the Complaint fails to state a cause of action and should therefore be stricken. Plaintiff herein makes affirmative assertion quite the contrary that the Complaint does indeed assert not one but

several sufficient causes of action to be sustained, as will be elaborated upon below.

II. Response to Defendant's Statement of the Law and Argument

1. Plaintiff herein specifically and with particularity Denies each and every one and all of Defendant's claims in his Preliminary Objections that the Complaint [allegedly] lacks specificity. Defendant, contrary to his claims that there is no mention in the written agreements between the parties that the subject vehicle would be fit for a particular purpose, is bound to both the Plaintiff and the Defendant Rider Ford, Inc. to specifically perform to whatever the Dealer and Buyer agree to in consummating a vehicle purchase and in executing the Buyer's Order, ***in the form and in the nature of an Adhesion Contract*** and the doctrine of ***mandatory assumpsit and mutual implied assumpsit***. And further, that the Defendant had a fiduciary relationship with Plaintiff by the very terms of his Retail Installment Contract agreement between the parties itself, as was mentioned in the Complaint regarding the Assignee clause at Paragraphs 5, 11 and 12, and at Paragraphs 40, 58 and 59; and therefore the Defendant also had an oversight responsibility to exercise due diligence over Defendant Rider Ford to assure he met all terms and conditions and that all paperwork was done properly. Defendant in his objections, inferred that Plaintiff used the vehicle, however, per the Complaint at Paragraph 35, the Plaintiff could not and did not waive violations of Defendants (*of Dealer encouraging Plaintiff to sign and ignore blanks as unimportant and Defendant's attempt of executing the Contracts in blank*), by Plaintiff's having driven or by continuing to drive the vehicle after all the financing terms had been disclosed; and in any event, any such use ceased shortly after delivery when Plaintiff discovered that it was illegal to haul any loads in his vehicle unless the weight classification were increased.

And furthermore, contrary to Defendant's assertions that there is no clear specific cause of action (COA), *the Plaintiff has asserted a very clear prima facie case* Cause of Action for Breach of Contract in his original Complaint as outlined in Paragraphs 1-12, et seq. and in this Response, supra, Arising from the Bank's (Citizens Auto Finance Corp) to Act in Good Faith. ***First***, there was the existence of a contract between the parties, *ibid*, Exhibit B, Complaint. ***Second*** there was the presence in the contract, express or implied, a term obligating the Defendant to act in good faith, namely the terms of the Installment notes payable and the Assignee clause contained within the Contract, establishing the fiduciary relationship of creditor to buyer. ***Third***, the Defendant failed to act in good faith firsthand and was negligent in that he was absent at signing of Buyer's Order by Dealer and Plaintiff, and was not available either shortly before or even thereafter to exercise fiduciary responsibility, and never signed his contract himself, and failed to exercise his fiduciary responsibilities towards Plaintiff or Defendant Rider Ford in oversight of the contract to assure execution of same was completed to fix omissions of weight info and blanks on contract forms including his own Retail Installment Contract throughout the duration of time since the signing between Dealer and Buyer. ***Fourth***, there were clear damages to the Plaintiff, as he originally outlined in his Complaint as a result. ***Fifth***, a causal relationship existed between the Defendant Citizens Auto Finance Corp.'s breach and the Plaintiff damages, wherein the damages of loss of investment monies and expenses outlaid in purchasing the truck, as well as loss of income to Plaintiff and the emotional and mental stress and anguish of suffering, all occurred and ensued, in that Plaintiff, as a result, was not legally able to drive the truck and haul loads in his business or occupation due to Defendant's failure to exercise his oversight responsibilities

in due diligence over the Dealer via the financing agreement and see to it that all proper and required paperwork was filled out correctly with a usable weight classification for the truck per manufacturer's specifications and state and federal legal requirements. Plaintiff, as he asserted in the Complaint at Paragraphs 11-12, et al, established this prima facie case against Defendant Citizen's Auto Finance Corp. by elaboration of the facts and circumstances that applied.

2. Plaintiff herein specifically and with particularity Denies each and every one and all of Defendant's claims in his Preliminary Objections that the Complaint [allegedly] lacks specificity, or that Plaintiff has failed to allege the specific manner in which any agreement between Plaintiff and Defendant has been breached, [*see Section II, Paragraph 1 above, ibid*]. Plaintiff further specifically denies Defendant's claim as false that Plaintiff has failed to plead the date of the alleged oral agreements, (see Complaint, Paragraphs 4-5, 15 for dates, Paragraphs 6-12 for factual narrative wherein Plaintiff states that initial breach of verbal and oral agreements occurred at signing dates of contracts on or about December 29, 2006 and December 30, 2006; and at Paragraphs 16-18 for further continuing breaches Defendants committed of the oral contract after the signing of written agreement on Dates of January 18, February 28, March 1 and March 7, 2007. Furthermore, Plaintiff has shown that each Defendants breaches of the agreement were continual due to violation of fiduciary responsibility as outlined above, throughout the period every day up until the filing of the Complaint on June 8, 2007. Plaintiff denies as a false allegation by Defendant that he failed to identify the person or persons who entered into the oral agreements initially on behalf of both of the Defendants (see Paragraph 13 of the Complaint - Mr. Thomas C. Dry was identified as the initial

responsible party, although Plaintiff intends to identify others later at hearing or trial as the names or identities become available through discovery or other means. Plaintiff denies as another false allegation by Defendant that he failed to specify the terms of the alleged oral agreement, as quite the contrary they were very specific and clear as he outlined that were made between Defendants and Plaintiff at Complaint, Paragraphs 4, 9-10, and 15. Plaintiff further denies as all false allegations by Defendant, as there are not facts of record that are either absent or appear in the original Complaint to support these allegations of Defendant (1) that Plaintiff has [allegedly] failed to set forth the specific facts in support of the allegations that Defendants have engaged in fraud, *see Complaint Paragraphs 9, 10, 11*, 13, or (2) that Plaintiff [allegedly] has failed to state with specificity the dates when the alleged fraud occurred, see Complaint Paragraphs 4-5, 16-18, or (3) that Plaintiff has [allegedly] failed to identify the persons who allegedly engaged in fraud on behalf of the Defendants, *see Complaint Paragraph 13, 15*, or (4) that Plaintiff has [allegedly] failed to set forth facts which would indicate a duty on the part of the Defendants to the Plaintiff, or a breach of duty supporting an action for negligence, *see Complaint Paragraphs 5, 11, 12, 40, 58 and 59*, or (5) that Plaintiff has [allegedly] failed to specify the nature or extent of its alleged damages, *see Complaint Paragraphs 26-29*, or (6) that Plaintiff has [allegedly] failed to set forth a basis in law or fact for the damages claimed, *see Complaint Paragraphs 30-62*. To the contrary of Defendant's false claims here, Plaintiff has extensively documented or supplied information in his original Complaint all of the alleged deficiencies of information, facts or legal arguments in support of his Claims. A person of ordinary intelligence may easily ascertain them from a complete reading of the complaint. The facts supporting the

specific dates and time frame of fraud, when and what fraud occurred, the nature and type and extent of damages, and the memorandum of law and additional facts of case supporting the Complaint's basis are all there. Likewise, as mentioned above and in the Complaint as described above, the Plaintiff also furthermore mentioned the fiduciary relationship and basis for establishing a duty on the part of Defendants towards Plaintiff, and the detailed nature of the breach thereof they committed.

WHEREFORE, Plaintiff would move this Honorable Court to Deny as unfounded, Defendant's Motion to Dismiss Plaintiff's Complaint for its [alleged] lack of sufficient specificity and for its [alleged] failure to conform to law or rule of court.

3. Plaintiff herein specifically and with particularity Denies each and every one and all of Defendant's claims in his Preliminary Objections that the Complaint [allegedly] fails to state a cause of action for breach of contract, or that the Complaint fails to state a cause of action for fraud. Furthermore, Plaintiff specifically denies each and every allegation that Defendant makes that Plaintiff [allegedly] failed to state a relevant representation or misrepresentation and material facts to support his Complaint that Defendants knowingly, intentionally or recklessly or carelessly or with intent to mislead or deceive defrauded the Plaintiff and that Plaintiff relied upon such representations in his decision to purchase the truck. Additionally, Plaintiff specifically denies as a false claim of Defendant that he [allegedly] failed to establish the necessary elements for an action based in fraud, or that the oral agreements Plaintiff reached with Defendant Rider Ford were not valid or binding upon Defendants.

   The Complaint is divided into three sections, a facts, issues and basis of claims section, a damages and relief sought section, and a legal memorandum of law and facts in support

of and as they apply to the case. Plaintiff has stated multiple causes of action within the first section, unlike and contrary to Defendant Citizens Auto finance Corp that Plaintiff has [allegedly] asserted no (sufficient) COA. The Defendant has alleged that Plaintiff's material facts have [allegedly] not been stated in a concise and summary form, and that Plaintiff has [allegedly] not averred fraud, time, place and special damages with sufficient specificity or particularity.

The Pennsylvania Rules of Civil Procedure as well as Pennsylvania and Federal Case Law (and other states too) specify that the rules of court or procedure for a party, and especially an *in pro per* (*pro se*) litigant, are to be given a liberal construction of intent, Pa.R.C.P., Rule 126, as far as is possible so as to "secure the just, speedy and inexpensive determination of every action or proceeding" and to assure that the "substantial rights of the parties" are upheld. The Plaintiff is a pro per litigant, and **not held to the same stringent standards** as licensed attorneys, as long as the court can reasonably read the pleadings and use common sense in the relief being sought, despite failure to cite proper legal authority, poor syntax and sentence construction, confusion of legal theories, and unfamiliarity with pleading requirements. **Haines v. Kerner,** 404 U.S. 519, 92 S.Ct. 594, 30 L.Ed.2d 652 (1972); **Boag v. MacDougall,** 454 U.S. 364, 102 S.Ct. 700, 70 L.Ed.2d 551 (1982).

Furthermore, the Defendant has alleged that Plaintiff's oral agreement is not valid because the Contracts are integrated and contain a no-modification clause. However, such no-modification clauses are invalid and an oral agreement is valid when there exists fraud, as the Plaintiff would now show this Honorable court. The Plaintiff herein submits the following legal arguments coupled with the facts of the instant case and Responds to

the Defendant Citizens Auto Finance Corp.'s numerous Preliminary Objections. Although a representative of Citizen's Auto Finance Corp. was not available or personally present throughout Plaintiff's dealings with Rider Ford, Inc., Plaintiff has previously shown that Defendant Citizens Auto Finance Corp. can be and is equally held to liability as a joint or severable or separate Defendant for fraud, negligence or otherwise when it is established that said Defendant had a fiduciary responsibility or relationship to the other Defendant and to the Plaintiff via its contract with the other parties and failed to act in good faith as shown in the above "Failure of Bank" to COA. Plaintiff has also shown that Defendant Citizens Auto Finance Corp. also had a contract with Plaintiff and the other Defendant in the nature of an adhesion contract, which obligated it to also specifically perform in its admitted "fully integrated" contract to see that Plaintiff's weight specifications were filled in on his Retail Installment Contract, which Defendant implicitly and ipso defacto admittedly failed to do by its admission that its Contract as found at Complaint Exhibit B was a true and correct copy of the original, blanks and all. Therefore, Plaintiff's references in the following legal discussion and arguments as applied to Defendant Rider Ford, can and are also equally applied to Defendant Citizens Auto Finance Corp. **Firstly,** Plaintiff replies to Defendant's objection here that such oral terms and representations and promises of specific performance were invalid, by averring that such terms actually existed between Plaintiff and Defendant both before and after the written agreement was signed and that such representations and promises by Defendant is what induced Plaintiff to sign written agreement without waiver of same issues, and that Plaintiff has previously documented such contacts in his Complaint at numerous Paragraphs which Defendant has not denied did in fact occur as stated by Plaintiff,

between Defendant and Plaintiff to get Defendant to perform upon his end of the bargain. Furthermore, the Plaintiff intends to supply proof and argument of such contacts and agreements with Defendant at the Preliminary Hearing or at Trial, including but not limited to proof of such oral agreements existing indicating that Dealer would resolve the weight classification and registration issue from a copy of the State Agency Investigation report obtained by *Subpoena Duces Tecum* from Pennsylvania State Police Trooper Michael P. Greene, to be introduced as evidence for Trial, attached as **Exhibit A** to this Response.

Secondly, Plaintiff Denies that Defendant Citizens Auto Finance Corp.'s quotation of the "oral agreements are canceled and superceded" (via no modification) clause of the Buyer's Agreement is applicable in this case and Defendant's implication therein that it somehow negates the substantiative terms of agreement of performance both **before and after** the signing of the agreement, and the acknowledged efforts that both Plaintiff made and Defendant allegedly made to attempt getting it fulfilled **after** the Buyer's Agreement was signed and executed. The Defendant waived this no oral agreements clause by implication and by express defacto agreement when he promised and agreed **after** signing the agreement with Plaintiff to attempt to continue to fix the problem with the weight classification of the truck which he never actually did and failed to follow through on specific performance of his promise in spite of his claims to the contrary. "The party asserting waiver of a provision prohibiting oral modification must prove not only the existence of an oral modification or other modification that does not comply with the contract's terms, but must also prove that it relied on the alleged waiver, thus preventing one party to the contract from using self-serving testimony to prove that the other party

waived right under contract." *Shared Imaging, Inc. v. Campbell Clinic, Inc*, 994 F. Supp. 919 (W.D. Tenn. 1998), aff'd, 173 F.3d 856 (6th Cir. 1999). In this case, Plaintiff relied upon in good faith Defendant's continuing assertions to his detriment that he would fix the problem both before the contract was signed and as inducement to sign, as well as his continuing assertions afterwards to Plaintiff's detriment to his interests and livelihood in not being able to legally drive and haul loads in his business. Defendant's waiver may be inferred and implied by not only its conduct in continuing to allege agreement with Plaintiff after signing of contract, but also by its conversations indicating agreement to fix violation and problem as confirmed by State Police Trooper Greene. "Circumstantial evidence may be used to show an oral contract." *Tilt-Up Concrete, Inc. v. Star City/Federal, Inc.*, 255 Neb. 138, 582 N.W. 2d 604 (1998). See evidentiary **Exhibit A**, State Agency Investigation report, attached to this response. Even State Police Trooper Greene stated that there was a violation of the required paperwork which he stated that Dealer had agreed with him and promised that they would fix with Mr. Nearhood, the Plaintiff, and of which the Defendant had a duty to do and fix the weight class, as discussed by Plaintiff and Defendant **prior** to the signing of the contract, and of which the Defendant failed to do. "Consent to the modification of a written contract by a subsequent oral contract may be either express or implied from acts and conduct; however, proof of a claimed oral contract must come from more than loose and random conversations. A written contract may be modified by a subsequent oral contract that has the essential elements of a binding contract." *Passehl Estate v. Passehl, 712 N.W. 2d 408 (Iowa 2006). CMC Enterprise, Inc. v. Ken Lowe Management Co., 206 W. Va. 414, 525 S.E. 2d 295 (1999).* The Defendant had something much more substantial that just "loose

and random conversations" not just once, but several times over months of time with both the Plaintiff and with PSP Officer Michael P. Greene indicating they agreed and would make efforts to fix the problem, but never did so satisfactorily. "Under common law, a contract clause prohibiting oral modification is essentially unenforceable because the clause itself is subject to oral modification." *Pacific Northwest Group A. v. Pizza Blends, Inc.*, 90 Wash. App. 273, 951 P.2d 826 (Div. 1, 1998). "Whether the parties become bound by an oral agreement or only upon the execution of a writing is a question largely dependent upon the intention of the parties, and the intent of the parties is to be determined by the surrounding facts and circumstances." *Thomson v. Pike*, 122 Idaho 690, 838 P. 2d 293 (1992); *Young v. Hobbs*, 936, 916 P. 2d 485 (Alaska 1996). "It may always be shown by parol evidence that a writing, however complete on its face, was never executed or delivered as a contract." *Hall v. Humphrey-Lake Corp.*, 29 Ill. App. 3d 956, 331 N.E.2d 194 (1965). In the instant case, as Plaintiff has asserted in his Complaint, material facts were left out of the contract agreement forms with both Defendants, i.e., the weight of the truck, which means that the contract was never completely executed or delivered as a contract, and for which PSP Trooper Greene said that was a violation of law. As provided by both Pennsylvania State and U.S. Federal law, "there is no binding written agreement unless and until it is (completely) executed by the parties." *Com. v. Ridall*, 280 Pa. Super. 316, 421 A.2d 740 (1980); and it has been universally held that the execution of a contract has includes three acts: signing, unconditional delivery by the promisor, and acceptance by the promisee. Additionally, each of the Defendants left substantial material matters or facts as blanks in writing on each of their respective contract forms. "A writing is incomplete as an agreement where

blanks as to essential matters are left in it, *Malevich v. Hakola*, 278 N.W..2d 541 (Minn. 1979); unless they can be supplied from other parts of the writing itself, (**of which they could not be in this instant case**), *Damon Alarm Corp. v. Economic Development Corp.*, 555 S.W.2d 694 Mo. Ct. App. 1977); or unless and until such blanks are lawfully filled, (**the blanks were never filled in at any time or otherwise supplied**); *Kerner v. Hughes Tool Co.*, 56 Cal. App. 3d 924, 128 Cal. Rptr. 839 (2d Dist. 1976); *Fed. Deposit Ins. Corp. v. Herald Square Fabrics Corp.*, 81 A.D..2d 168, 439 N.Y.S.2d 944, 32 U.C.C. Rep. Serv. (CBC) 558 (2d Dep't 1981), appeal dismissed, 55 N.Y.2d 602, 447 N.Y.S.2d 1025, 431 N.E.2d 643 (1981). "Blanks in instruments may be rejected as surplusage if the parties so intended, *Boyd v. Haritidis*, 239 A.D..2d 820, 657 N.Y.S.2d 463 (3d Dep't 1997); *Cessna Finance Corp. v. Meyer*, 575 P.2d 1048, 233 U.C.C. Rep. Serv. (CBC) 837 (Utah 1978); and the intent must be gathered as an inference of fact from the whole setting of the transaction.", *Pine Valley Apartments Ltd. Partnership v. First State Bank*, 143 Ga. App. 242, 237 S.E.2d 716 (1977). In this instant case, the blanks were not intended on the part of Plaintiff David L. Nearhood, and Plaintiff when purchasing vehicle, did in fact ask Mr. Thomas Dry of Defendant Rider Ford several times to verify weight and put max load capacity of truck on paperwork, and after this prodding, he did go out to get the weight off the door, so the weight of the truck cannot be construed as surplusage. Therefore, in light of all the evidence and the totality of the circumstances, the oral agreement is valid and is a part of the contract of which Defendant failed to specifically perform to his end to finish the execution of it, as he did not after the signing, fulfill his part of the unconditional delivery by the promisor, and thus failed to attain the consequent acceptance by the promisee. The text of *U.C.C. Section 2-207* and as found

at *13 Pa.C.S., Section 2207*, states "(1) A definite and seasonable expression of acceptance or a written confirmation which is *sent within a reasonable time operates as an acceptance even though it states terms additional to or different from those offered or agreed upon*, unless acceptance is expressly made conditional on assent to the additional or different terms." See also ***24 COA 575, Section 7, Acceptance-Divergent Terms***. In this case, Plaintiff constantly notified Defendant Rider Ford, Inc. not only before the signing of the contract, but for up to two or three months afterwards until his patience and legal forbearance was exhausted, that he DID NOT ACCEPT the contract agreement UNTIL Defendant fulfilled and performed all his oral and verbal obligations thereunder to supply Plaintiff with the proper maximum weight classification registration that he the Defendant had agreed to do prior to the signing. Plaintiff accepted the contract conditionally ONLY upon the terms he gave Defendant to fix the weight registration problem to which Defendant agreed and assented and accepted as to the fulfilling of his part of the unconditional delivery and performance by the promisor of and to supply the required maximum weight class information to him and on the registration certificate, but to which he subsequently defaulted and breached that agreement. It was discussed more than once, but Mr. Thomas Dry of Rider Ford, Inc. failed to and did not put it in writing in the contract where it was applicable and was required, saying only to and promising Plaintiff verbally that he would take care of it.

Plaintiff Denies Defendant's allegation as false that he failed to allege in his Complaint a breach of the written sales agreement. See Paragraphs, *ibid*, above in this response. In point of fact, Plaintiff as a whole made it very clear all throughout the Complaint paragraphs as to what the breach of contract was, and why the oral agreement was valid

and binding due to the totality of circumstances and evidence as effectively and virtually part of the written agreement. Therefore, Plaintiff's Complaint effectively alleged a breach of the written sales contract and stated that it was invalid for failure to perform and execute all the terms by Defendant and several other grounds, and Plaintiff therefore finds it incredulous that Defendant would allege otherwise.

Plaintiff further Denies Defendant's claims that he stated no [sufficient] causes of action (COA's) and Declares and clarifies for the Court Record his claim for damages in Paragraph 13 of his Complaint were based upon assertions of fraud, and as Plaintiff qualifies with further argument that his Paragraph 13 was based upon a separate count or Cause of Action (COA) for violation of odometer disclosure requirements of Motor Vehicle Information and Cost Savings Act, different from his Paragraph 6 COA statement, of Odometer Disclosure Statement fraud and fraudulent concealment relative to the odometer statement count only found in Paragraph 13. As stated in the Complaint, the Dealer provided incorrect mileage information and acted with intent to defraud as stated in Complaint, Plaintiff informed him several times at purchase of vehicle, that the stated mileage of 15 miles was incorrect and that vehicle had more mileage on it than that, but that Defendant failed to correct statement. This is the gist of Paragraph 13 in the Complaint. Whereas, Paragraph 6 COA's in the Complaint which also charges fraudulent concealment is a different set of multiple counts on multiple occasions before and after signing of contract with respect to COA of Intent to Deceive and Induce Reliance, and the COA of Reliance on False Representation or Failure to Disclose, and each of these multiple COA's in turn is based upon misrepresentation, deception, fraudulent concealment, and of bad faith intent, negligence of stated intent and invalid contract

based upon this conduct and actions of Defendant in violating oral agreement attached and made effectively part of contract and failure to perform to stated intent of those terms to supply Plaintiff with proper max gross vehicle weight rating per manufacturer vehicle specs available in Dealer's showroom and manufacturer literature. Plaintiff hereby declares and made(makes) claim that the Oral Agreement was valid as part of the written contract agreement, in that the weight classification was not disclosed and left blank on the contract forms, this was a violation as declared by PSP Trooper Michael P. Greene, and that Defendant Rider Ford, Inc. had promised and agreed to fix it on numerous occasions both before and after the contract signing and supply Plaintiff with the proper weight classification on his registration card that he needed and requested from Defendant for his business, and that this was an inducement for Plaintiff to sign contract in good faith anyway based upon Defendant's promises to fix it at signing but Defendant failed in bad faith to follow through adequately and perform to his agreement to fix problem. As Plaintiff sees it and hereby declares and makes argument, the information was not disclosed or supplied to the proper forms, the nondisclosure of the max gross vehicle weight designation and other information on the forms makes the Oral Contract that Dealer agreed to do to fix it valid, and that is where the fraud lies. The law may say in other areas or instances that there can be no fraud on an oral contract, but in this case, the Defendant agreed both before and after the signing to fix the problem and that constituted a waiver by Defendant of the "written agreements constituting the entire agreement clause" and thereby made the oral agreements a part of the written contract, but Defendant breached the contract and failed to follow through and consummate it and complete the execution via specific performance based upon his promises, but didn't and

the nondisclosure remained. And nondisclosure is fraud. If Defendant had made known to Plaintiff that he could not haul anything legally in the truck and if Defendant had disclosed to Plaintiff that he was not going to give the Plaintiff the maximum allowable gross vehicle weight rating for his model truck per manufacturer's specifications, (around 9500 lbs), the Plaintiff would not have bought it.

As stated throughout the Complaint and in Paragraphs through 12 above, Plaintiff's multiple COA's arise from COA of Odometer Disclosure Statement Fraud, the COA of Intent to Deceive and Induce Reliance on question of good faith intent in willful failure to provide proper max gross vehicle weight registration paperwork in Defendant's conduct of intent to deceive Plaintiff and induce reliance on the deception and nondisclosure of required information, *Buechin v. Ogden Chrysler-Plymouth Inc.*, 159 Ill App.3d 237, 111 Ill Dec. 35, 511 N.E.2d 1330 (1987), *37 AM Jur 2d Section 217*; and the COA of Plaintiff's Reliance on False Representation or Failure to Disclose, and the Plaintiff in turn being induced and being caused to rely on said inducements and oral agreements and verbal representations of Defendant, to sign a contract and purchase the vehicle which Plaintiff, absent the misrepresentations, would have never otherwise have signed and decided to purchase the vehicle. By *17 COA 2d 263* and obligation and parol evidence rules and parol contract, *31, 238(2). C.J.S.* @ contracts *Sections 68, 412-414*; a real contract is an obligation arising from the possession or transfer of a res. (interest - res). The Plaintiff, David L. Nearhood, was owed what he had an interest in, which was the properly supplied and registered maximum gross vehicle weight rating as he supplied these requirements to Defendants from the beginning hitherto. In addition, Plaintiff, cited a separate COA separate from any of the above alleged lack of COA's by Defendant in

his Preliminary Objection, for Violation of Truth in Lending Disclosure Act and of State Deceptive Trade Practices or Violation of Consumer Protection Statutes in Connection with the Sale and Financing of a Motor Vehicle. These statutes and others at both Federal and State level, are applicable to the transaction for purchase of a motor vehicle and the parties, and Defendant's conduct constituted an unfair or deceptive act or practice by the Defendant which was pointed out by the Plaintiff in his Complaint and which caused a loss (loss of income and loss of expenses and cash in purchasing vehicle, among other things) to the Plaintiff. Evidence of the Defendant's deceptive acts or practices in the Complaint was shown by the Defendant's willfully omitting information and leaving blank several areas on the forms and his failure to disclose information about the vehicle and his failure to supply the required missing information and update the forms for the proper weight registration Plaintiff required, even after being prodded several times to do so. In addition to affirmative misrepresentation, a violation of a deceptive trade practices or consumer protection statute may be established by evidence of the sellers failure to disclose material information about a vehicle to a buyer, e.g., *Gour v. Daray Motor Co.*, 373 So.2d 571 (La App. 1979) cert gtd,. 376 So.2d 1270 (La 1979) cert dism, 377 So.2d 1033 (La 1979) cert gtd, 376 So.2d 1270 (La 1979).

Plaintiff Denies Defendant's allegation that his Duties were or would solely be grounded in the written agreement for sale of the truck. As Plaintiff has established in his Complaint and in the Response Paragraphs above, Defendant also had duties as to carrying out the terms and conditions of his oral agreement and verbal representations that Defendant made to Plaintiff both before and after the signing of the contract, and which were effectively made by implication and otherwise by waiver of provision, an

integral part of the written agreement that also tied in Defendant Citizens Auto finance Corp.

Plaintiff also Denies Defendant's inference that potential liability stems solely from the written agreement for sale of the truck by Defendant. As was established by Plaintiff in his Complaint and in this Response in the Response Paragraphs above, Defendant duties and obligations to Plaintiff were also bound to him in the oral agreement and verbal representations that Defendant made to Plaintiff both before and after the signing of the contract effectively made part of the written agreement.

Furthermore, Plaintiff Denies Defendant's claim that he has failed to allege any facts that indicate how Defendant allegedly caused Plaintiff to suffer mental anguish, stress, emotional distress and suffering. As has been previously discussed above at ***Section II, Paragraph 1, ibid***, the Plaintiff claimed no physical pain and suffering or any pain damages caused from physical injury by Defendant at all. The damages that Plaintiff claimed here were strictly limited to mental anguish, stress and emotional distress brought on by Defendant's actions in stalling, bad faith and diversionary token actions causing loss of income, and the waste of time and loss of monetary resources of Plaintiff which all added up and took a toll on Plaintiff's body and his mental and emotional state, in Defendant's failing to timely correct and remedy problem and of frustrating Plaintiff for months by giving bad faith verbal reassurances and false promises, but then stalling, making excuses, making only token insufficient efforts to upgrade vehicle registration to maximum gross legal weight classification, and refusing and failing to correct problem and thereby depriving Plaintiff of a vehicle for the purposes he bought it for in the first place that he could legally use in his business, as he told Defendant timely he needed

when purchasing, in spite of Plaintiff's many efforts at resolution.

As this relates to the Defendant Citizens Auto Finance Corp. more specifically, to reiterate, and, contrary to Defendant's assertions that there is no clear specific cause of action (COA), and from **Section II, Paragraph 1 above**: "*the Plaintiff has asserted a very clear prima facie case* Cause of Action for Breach of Contract in his original Complaint as outlined in Paragraphs 1-12, et seq. and in this Response, *supra*, Arising from the Bank's (Citizens Auto Finance Corp) to Act in Good Faith. ***First***, there was the existence of a contract between the parties, *ibid*, Exhibit B, Complaint. ***Second*** there was the presence in the contract, express or implied, a term obligating the Defendant to act in good faith, namely the terms of the Installment notes payable and the Assignee clause contained within the Contract, establishing the fiduciary relationship of creditor to buyer. ***Third***, the Defendant failed to act in good faith firsthand and was negligent in that he was absent at signing of Buyer's Order by Dealer and Plaintiff, and was not available either shortly before or even thereafter to exercise fiduciary responsibility, and never signed his contract himself, and failed to exercise his fiduciary responsibilities towards Plaintiff or Defendant Rider Ford in oversight of the contract to assure execution of same was completed to fix omissions of weight info and blanks on contract forms including his own Retail Installment Contract throughout the duration of time since the signing between Dealer and Buyer. ***Fourth***, there were clear damages to the Plaintiff, as he originally outlined in his Complaint as a result. ***Fifth***, a causal relationship existed between the Defendant Citizens Auto Finance Corp.'s breach and the Plaintiff damages, wherein the damages of loss of investment monies and expenses outlaid in purchasing the truck, as well as loss of income to Plaintiff and the emotional and mental stress and anguish of

suffering, all occurred and ensued, in that Plaintiff, as a result, was not legally able to drive the truck and haul loads in his business or occupation due to Defendant's failure to exercise his oversight responsibilities in due diligence over the Dealer via the financing agreement and see to it that all proper and required paperwork was filled out correctly with a usable weight classification for the truck per manufacturer's specifications and state and federal legal requirements. Plaintiff, as he asserted in the Complaint at Paragraphs 11-12, et al, established this prima facie case against Defendant Citizen's Auto Finance Corp. by elaboration of the facts and circumstances that applied."

It is clear from this COA citation above regarding the Defendant Citizens Auto Finance Corp.'s (the Bank's) failure to act in good faith, that "egregious or outrageous physical conduct resulting in physical injury to Plaintiff in the case he cited DOES NOT APPLY and is not necessary in order for Plaintiff to prevail. See *23 COA 521*.

WHEREFORE, Plaintiff David L. Nearhood hereby moves this Honorable Court to deny the motion of Defendant to sustain his Preliminary Objections to Plaintiff's claims for damages based upon fraud, misrepresentation and concealment, and for the Court to deny the motion of Defendant to sustain his Preliminary Objections to Plaintiff's claims and request for [mental and emotional anguish, distress, stress, anguish] pain and suffering damages.

AND WHEREFORE FURTHER to deny his Preliminary Objections in their entirety and order that the Defendant should file an Answer to the Complaint and that the case shall then thenceforth and forthwith proceed to trial.

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing RESPONSE TO PRELIMINARY OBJECTIONS OF DEFENDANT CITIZENS AUTO FINANCE CORP. are true and correct to the best of my knowledge and good faith belief, and that the documents attached as Exhibits to the Response, if any, are true and correct copies of the originals.

Respectfully submitted,

Dated: Sept. 10, 2007 by David L. Nearhood

David L. Nearhood
Plaintiff

EXHIBIT A

PENNSYLVANIA STATE POLICE

STATE AGENCY INVESTIGATION

OFFICIAL INVESTIGATIVE REPORT

ON RIDER FORD, INC.

by PSP Trooper Michael P. Greene

Criminal Fraud Division

Date of Report: 04/27-07

Incident No. C03-0901087

SP 7-0022 (4-99)

PENNSYLVANIA STATE POLICE

STATE AGENCY INVESTIGATION

1. STATION	CODE	2. INCIDENT NO.
Clearfield	1330	C03-0901087
3. DATE SUBMITTED		4. COUNTY
04/27/07		Clearfield

5. REQUESTED BY
☐ MOTOR VEHICLES - PENNDOT
☐ DRIVER LICENSING - PENNDOT
☐ OTHER (SPECIFY) David L. NEARHOOD, Consumer Complaint

6. NAME OF SUBJECT: David L. NEARHOOD
ADDRESS: 1223 Oak Grove Road, Morrisdale, PA 16858 814-342-7464

7. DEALER/STATION/MESSENGER (NAME AND ADDRESS)
RIDER Ford
1001 Walton Street
Philipsburg, PA 16866 814-342-4620

8. HOME ADDRESS (DEALER – CORPORATE OFFICER – STATION OWNER)
Maryann MILLER - AMATO
821 Shamrock Avenue
State College, PA 16801

9. CORRECTION OF NAME
CORRECTION OF ADDRESS

10. CHANGE NAME TO
☐ NEW OLN REQUESTED

11. NATURE OF INVESTIGATION

☐ ONE AND THE SAME	DRIVER NO.	☐ MISUSE OF REGISTRATION	PLATE NO.
☐ ALTERED/MISUSE OF DRIVER'S LICENSE	DRIVER NO.	☐ SPECIAL HAULING PERMIT VIOLATION	PERMIT NO.
☐ TITLE VIOLATION	TITLE NO.	☐ OTHER (SPECIFY)	
☒ DEALER INVESTIGATION	85-9661 DIN	☐ INSPECTION STATION INVESTIGATION	STATION NO.
☐ FULL AGENT/MESSENGER INVESTIGATION	DIN/ID NUMBER	☐ MISCELLANEOUS MOTOR VEHICLE BUSINESS INVESTIGATION	DIN

12. REMARKS

On 04/16/07, this officer was contacted by the above listed complainant (NEARHOOD). He related that he was having a problem with a vehicle that he had purchased at the above listed dealership. On 04/16/07, this officer responded to the residence and interviewed Mr. NEARHOOD, at approx. 1010 hrs. He related that he had purchased a 2006, F-250 Ford truck, VIN# 1FTNF21506EB63026, on 12/30/2006. He went onto relate that he did not receive his registration for quite awhile and when it arrived the truck was registered at the wrong class. He insisted that he told the salesman that he wante the vehicle registered at it's maximum allowable weight. However when the registration came back it was only registered a 7,000 lbs., instead of the maximum allowable for that vehicle 9,000 lbs. He related that this was the reason he had purchased the bigger truck, because he was a small contractor and he was hoping to be able to use the vehicle for his business. He also related that the vehicle was missing an owner's manual, however that issue was resolved prior to this officer's involvement. He then produced his copy of the MV-1 (pink slip) and this officer observed several blocks with incomplete information. NEARHOOD then related that he had been contacted by Citizen's Bank which had financed the vehicle, relative to not receiving payment for the vehicle. He told them that he was not paying for a vehicle that he could nc use. At this time this officer advised Mr. NEARHOOD that just because he had an issue with the dealership, did not precluc his responsibility to his lender. Upon asking the complainant what he thought was a fair resolution, he replied for the dealership to take the vehicle back, even though he had already used the vehicle to haul trash.

On 04/16/07, this officer proceeded to RIDER Ford and spoke with Thomas DRY, Sales Manager. He related that he h sold Mr. NEARHOOD the vehicle. Mr. NEARHOOD had contacted him shortly after the sale and advised that he did not have an owner's manual, at which time he ordered one for him. He also offered to give Mr. NEARHOOD a 2007 owner's manual which was very similar in content, however NEARHOOD refused. He went onto relate that Mr. NEARHOOD contacted him saying the vehicle registration was not correct, again he offered to have Mr. NEARHOOD come in to resolve the problem, and NEARHOOD refused. At this time this officer advised Mr. DRY that the paperwork for the vehicle had no been fully completed prior to supplying the purchaser with his copy, and this was a violation. However due to the fact that missing information was not detrimental to the purchaser, in this incident, this officer felt that it did not rise to the level to require a citation. The dealership was advised that future violations of this sort would result in possible prosecution.

13. VIOLATIONS INDICATED
Incomplete MV-1 (Warning)

14. REPORT TRANSFERRED TO TROOP	DATE	15. SIGNATURE-INVESTIGATOR	BADGE NO.	16. SUPV. INT.	BADGE NO.
			5873		5966

SP 7-0001 (rev. 2004)

PENNSYLVANIA STATE POLICE

CONTINUATION SHEET ☒
SUPPLEMENTAL INVESTIGATION REPORT ☐

REPORT TYPE
☐ INCIDENT
☒ OTHER STATE AGENCY

DATE(S)/DAY(S) OF INCIDENT: 04/16/07 / Mon

TIME(S) OF INCIDENT: 0800 - 2000 hours

JUVENILE ☐

DOMESTIC VIOLENCE ☐

INC. NO. C03-0901087

ATTACHMENTS:
☐ MISSING PERSON CHECKLIST
☐ FELONY CRIMES AGAINST THE PERSON
☐ STATEMENT FORM(S)
☐ VICTIM/WITNESS ASSISTANCE GUIDE RECEIPT
☐ RIGHTS WARNING AND WAIVER
☐ PROPERTY RECORD
☒ OTHER COPY OF MV-1

DISP.: ☐ CLEARED BY ARREST ☐ UNFOUNDED ☐ EXCEPTIONALLY CLEARED-
A ☐ DEATH OF ACTOR
D ☐ VICTIM REFUSED TO COOPERATE
B ☐ PROSECUTION DECLINED
E ☐ JUVENILE/NO CUSTODY
C ☐ EXTRADITION DENIED
N ☐ NOT APPLICABLE
☐ MULTIPLE CLEAR-UP

1. ORI/STATION: PAPSP1300 / CLEARFIELD

2. DATE OF REPORT: 04/27/07

3. OFFENSE: Consumer Complaint

4. VICTIM: David L. NEARHOOD

5. NARRATIVE

This officer then proceeded to RIDER Jeep and spoke with General Manager Maryann AMATO. After advising her of the situation, she related that she would address the problem with the completion of paperwork, and she related that the dealership would contact Mr. NEARHOOD and attempt to resolve the issue of the weight registration. On 04/25/07, I was recontacted by Ms. AMATO and she related that she contacted Mr. NEARHOOD and offered that the dealership would pay for his registration for next year including the increase for the additional weight class. She related that she felt there was a misunderstanding. However at this tme Mr. NEARHOOD advised her that he did not wish to discuss this anymore and that they would receive corrspondence in the near future on how he wishes to prooceed with this matter. At thast time she advised him that she was sorry he felt that way and the conversation ended.

On 04/27/07, I contacted Timothy SHIREY (Attorney General's Office). He related that he had previously dealt with Mr. NEARHOOD and advised him that the dealership was willing to resolve the issue with the weight class, however there office found no violations which would warrant the dealership taking the vehicle back. He also advised Mr. NEARHOOD that his case was being closed.

Based on the above information this officer also does not believe that there is any violation which rises to the level that the dealership should be compelled to take the vehicle back. Although as previously stated there was a minor violatiion in completing the paperwork, this was not detrimental to the buyer, nor was it misleading. Based on these facts the complainant will be advised that the dealership was warned for the paperwork violation, and that no futher action will be taken in this matter. If the complainant wishes to persue this matter he may do so civilly.

No further follow up is required relative to this incident.

6. OFFICER'S NAME/SIGNATURE/BADGE NO.: Tpr. Michael P. GREENE/5873

7. INVEST. RECM. ☐ CONT. ☒ TERM

8. SUPV. INIT./BADGE NO.: 5364

9. ☐ CONCUR ☐ NONCONCUR

10. PAGE 2

STATION

MV-1 (5-05)

FORD TRUCK

REG. 2006

NEARHOOD DAVID L

12/30/2006

1220 OAK GROVE ROAD HOPEWELL PA 16650

12/30/2006

P O BOX 25308 SACRAMENTO CA 95865-2308

07/15/2001

TRAVELERS INS CO

12 30 2006

RIDER FORD1

814 342-7464

If your registration documents are not received within 90 days, please contact PennDOT.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I caused to be served on Sept. 10, 2007, a copy of the attached RESPONSE TO PRELIMINARY OBJECTIONS OF DEFENDANT CITIZENS AUTO FINANCE CORP., by certified overnight U.S. express mail to:

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Sept. 10, 2007 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL ACTION- (LAW) ~~(EQUITY)~~

No. **CASE NO.: 2007-00908-CD**

Type of Case: **BREACH OF CONTRACT**

Type of Pleading: **Response to Preliminary Objection of Rider Ford**

Filed on Behalf of: **PLAINTIFF**
(Plaintiff / ~~Defendant~~)

DAVID L. NEARHOOD
Plaintiff

VS.

RIDER FORD, INC.
Defendant

AND

CITIZENS AUTO FINANCE CORP.
Defendant

Counsel of Record for this Party:

David L. Nearhood, In Propria Persona
~~(Name of Attorney)~~

Supreme Court No.: **N / A**
(Firm Name, if any)

1223 Oak Grove Road
(Address 1)

Morrisdale, Pennsylvania 16858
(Address 2)

(814) 342-7464
(Phone)

Dated: Sept. 10, 2007

David L. Nearhood
(Signature)

FILED 2cc Plff
SEP 10 2007
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

RESPONSE TO PRELIMINARY OBJECTIONS OF DEFENDANT RIDER FORD, INC.

COMES NOW the Plaintiff in this action, David L. Nearhood, with his Response to the Preliminary Objections of Defendant Rider Ford, Inc., and his admissions, denials, replies or further arguments against Defendant's stance or in further support of Plaintiff's position herein as follows:

I. Defendant's Motion to Strike Complaint for Failure to State a Claim upon which Relief can be Granted.

1. Admitted.

2. Partially Admitted and partly Denied, with the stipulation that the Complaint is divided into three sections, a facts, issues and basis of claims section, a damages and relief sought section, and a legal memorandum of law and facts in support of and as they apply to the case. Plaintiff has stated multiple causes of action within the first section, and not just a mere two or three causes as Defendant claims or infers. Furthermore, as to Defendants objection that the Complaint is not separated into individual counts, the Plaintiff would

point out to the Court that style or format in layout of a Complaint, is fairly minor of an issue and that the Pennsylvania Rules of Civil Procedure as well as Pennsylvania and Federal Case Law (and other states too) specify that the rules of court or procedure for a party, and especially an *in pro per* (*pro se*) litigant, are to be given a liberal construction of intent, Pa.R.C.P., Rule 126, as far as is possible so as to "secure the just, speedy and inexpensive determination of every action or proceeding" and to assure that the "substantial rights of the parties" are upheld. The Plaintiff is a pro per litigant, and **not held to the same stringent standards** as licensed attorneys, as long as the court can reasonably read the pleadings and use common sense in the relief being sought, despite failure to cite proper legal authority, poor syntax and sentence construction, confusion of legal theories, and unfamiliarity with pleading requirements. **Haines v. Kerner,** 404 U.S. 519, 92 S.Ct. 594, 30 L.Ed.2d 652 (1972); **Boag v. MacDougall,** 454 U.S. 364, 102 S.Ct. 700, 70 L.Ed.2d 551 (1982).

3. Admitted, with the stipulation that Plaintiff has stated multiple causes of action within his Complaint and not just a mere breach of contract.
4. Admitted.
5. Admitted.
6. Plaintiff Denies Defendant's characterization or description of "alleged oral terms and conditions allegedly existing between Plaintiff and Defendant" and replies to Defendant's objection here that such oral terms and representations and promises of specific performance actually existed between Plaintiff and Defendant both before and after the written agreement was signed and that such representations and promises by Defendant is what induced Plaintiff to sign written agreement without waiver of same issues, and that

Plaintiff has previously documented such contacts in his Complaint at numerous Paragraphs which Defendant has not denied did in fact occur as stated by Plaintiff, between Defendant and Plaintiff to get Defendant to perform upon his end of the bargain. Furthermore, the Plaintiff intends to supply proof and argument of such contacts and agreements with Defendant at the Preliminary Hearing or at Trial, including but not limited to proof of such oral agreements existing indicating that Dealer would resolve the weight classification and registration issue from a copy of the State Agency Investigation report obtained by *Subpoena Duces Tecum* from Pennsylvania State Police Trooper Michael P. Greene, to be introduced as evidence for Trial, attached as **Exhibit A** to this Response.

7. Plaintiff Denies that Defendant's quotation of the "oral agreements are canceled and superceded" clause of the Buyer's Agreement is applicable in this case and Defendant's implication therein that it somehow negates the substantiative terms of agreement of performance both **before and after** the signing of the agreement, and the acknowledged efforts that both Plaintiff made and Defendant allegedly made to attempt getting it fulfilled **after** the Buyer's Agreement was signed and executed. The Defendant waived this no oral agreements clause by implication and by express defacto agreement when he promised and agreed **after** signing the agreement with Plaintiff to attempt to continue to fix the problem with the weight classification of the truck which he never actually did and failed to follow through on specific performance of his promise in spite of his claims to the contrary. "The party asserting waiver of a provision prohibiting oral modification must prove not only the existence of an oral modification or other modification that does not comply with the contract's terms, but must also prove that it relied on the alleged

waiver, thus preventing one party to the contract from using self-serving testimony to prove that the other party waived right under contract." *Shared Imaging, Inc. v. Campbell Clinic, Inc*, 994 F. Supp. 919 (W.D. Tenn. 1998), aff'd, 173 F.3d 856 (6th Cir. 1999). In this case, Plaintiff relied upon in good faith Defendant's continuing assertions to his detriment that he would fix the problem both before the contract was signed and as inducement to sign, as well as his continuing assertions afterwards to Plaintiff's detriment to his interests and livelihood in not being able to legally drive and haul loads in his business. Defendant's waiver may be inferred and implied by not only its conduct in continuing to allege agreement with Plaintiff after signing of contract, but also by its conversations indicating agreement to fix violation and problem as confirmed by State Police Trooper Greene. "Circumstantial evidence may be used to show an oral contract." *Tilt-Up Concrete, Inc. v. Star City/Federal, Inc.*, 255 Neb. 138, 582 N.W. 2d 604 (1998). See evidentiary **Exhibit A**, State Agency Investigation report, attached to this response. Even State Police Trooper Greene stated that there was a violation of the required paperwork which he stated that Dealer had agreed with him and promised that they would fix with Mr. Nearhood, the Plaintiff, and of which the Defendant had a duty to do and fix the weight class, as discussed by Plaintiff and Defendant **prior** to the signing of the contract, and of which the Defendant failed to do. "Consent to the modification of a written contract by a subsequent oral contract may be either express or implied from acts and conduct; however, proof of a claimed oral contract must come from more than loose and random conversations. A written contract may be modified by a subsequent oral contract that has the essential elements of a binding contract." *Passehl Estate v. Passehl, 712 N.W. 2d 408 (Iowa 2006). CMC Enterprise, Inc. v. Ken Lowe Management Co., 206*

W. Va. 414, 525 S.E. 2d 295 (1999). The Defendant had something much more substantial that just "loose and random conversations" not just once, but several times over months of time with both the Plaintiff and with PSP Officer Michael P. Greene indicating they agreed and would make efforts to fix the problem, but never did so satisfactorily. "Under common law, a contract clause prohibiting oral modification is essentially unenforceable because the clause itself is subject to oral modification." *Pacific Northwest Group A. v. Pizza Blends, Inc.*, 90 Wash. App. 273, 951 P.2d 826 (Div. 1, 1998). "Whether the parties become bound by an oral agreement or only upon the execution of a writing is a question largely dependent upon the intention of the parties, and the intent of the parties is to be determined by the surrounding facts and circumstances." *Thomson v. Pike*, 122 Idaho 690, 838 P. 2d 293 (1992); *Young v. Hobbs*, 936, 916 P. 2d 485 (Alaska 1996). "It may always be shown by parol evidence that a writing, however complete on its face, was never executed or delivered as a contract." *Hall v. Humphrey-Lake Corp.*, 29 Ill. App. 3d 956, 331 N.E.2d 194 (1965). In the instant case, as Plaintiff has asserted in his Complaint, material facts were left out of the contract agreement forms with both Defendants, i.e., the weight of the truck, which means that the contract was never completely executed or delivered as a contract, and for which PSP Trooper Greene said that was a violation of law. As provided by both Pennsylvania State and U.S. Federal law, "there is no binding written agreement unless and until it is (completely) executed by the parties." *Com. v. Ridall*, 280 Pa. Super. 316, 421 A.2d 740 (1980); and it has been universally held that the execution of a contract has includes three acts: signing, unconditional delivery by the promisor, and acceptance by the promisee. Additionally, each of the Defendants left substantial material matters or

facts as blanks in writing on each of their respective contract forms. "A writing is incomplete as an agreement where blanks as to essential matters are left in it, *Malevich v. Hakola*, 278 N.W..2d 541 (Minn. 1979); unless they can be supplied from other parts of the writing itself, (**of which they could not be in this instant case**), *Damon Alarm Corp. v. Economic Development Corp.*, 555 S.W.2d 694 Mo. Ct. App. 1977); or unless and until such blanks are lawfully filled, (**the blanks were never filled in at any time or otherwise supplied**); *Kerner v. Hughes Tool Co.*, 56 Cal. App. 3d 924, 128 Cal. Rptr. 839 (2d Dist. 1976); *Fed. Deposit Ins. Corp. v. Herald Square Fabrics Corp.*, 81 A.D..2d 168, 439 N.Y.S.2d 944, 32 U.C.C. Rep. Serv. (CBC) 558 (2d Dep't 1981), appeal dismissed, 55 N.Y.2d 602, 447 N.Y.S.2d 1025, 431 N.E.2d 643 (1981). "Blanks in instruments may be rejected as surplusage if the parties so intended, *Boyd v. Haritidis*, 239 A.D..2d 820, 657 N.Y.S.2d 463 (3d Dep't 1997); *Cessna Finance Corp. v. Meyer*, 575 P.2d 1048, 233 U.C.C. Rep. Serv. (CBC) 837 (Utah 1978); and the intent must be gathered as an inference of fact from the whole setting of the transaction.", *Pine Valley Apartments Ltd. Partnership v. First State Bank*, 143 Ga. App. 242, 237 S.E.2d 716 (1977). In this instant case, the blanks were not intended on the part of Plaintiff David L. Nearhood, and Plaintiff when purchasing vehicle, did in fact ask Mr. Thomas Dry of Defendant Rider Ford several times to verify weight and put max load capacity of truck on paperwork, and after this prodding, he did go out to get the weight off the door, so the weight of the truck cannot be construed as surplusage. Therefore, in light of all the evidence and the totality of the circumstances, the oral agreement is valid and is a part of the contract of which Defendant failed to specifically perform to his end to finish the execution of it, as he did not after the signing, fulfill his part of the unconditional delivery

by the promisor, and thus failed to attain the consequent acceptance by the promisee. The text of *U.C.C. Section 2-207* and as found at *13 Pa.C.S., Section 2207*, states "(1) A definite and seasonable expression of acceptance or a written confirmation which is *sent within a reasonable time operates as an acceptance even though it states terms additional to or different from those offered or agreed upon*, unless acceptance is expressly made conditional on assent to the additional or different terms." See also ***24 COA 575, Section 7, Acceptance-Divergent Terms***. In this case, Plaintiff constantly notified Defendant Rider Ford, Inc. not only before the signing of the contract, but for up to two or three months afterwards until his patience and legal forbearance was exhausted, that he DID NOT ACCEPT the contract agreement UNTIL Defendant fulfilled and performed all his oral and verbal obligations thereunder to supply Plaintiff with the proper maximum weight classification registration that he the Defendant had agreed to do prior to the signing. Plaintiff accepted the contract conditionally ONLY upon the terms he gave Defendant to fix the weight registration problem to which Defendant agreed and assented and accepted as to the fulfilling of his part of the unconditional delivery and performance by the promisor of and to supply the required maximum weight class information to him and on the registration certificate, but to which he subsequently defaulted and breached that agreement. It was discussed more than once, but Mr. Thomas Dry of Rider Ford, Inc. failed to and did not put it in writing in the contract where it was applicable and was required, saying only to and promising Plaintiff verbally that he would take care of it.

8. Plaintiff Denies Defendant's allegation as false that he failed to allege in his Complaint a breach of the written sales agreement. See Paragraphs 6-7, *ibid*, above in this response.

In point of fact, Plaintiff as a whole made it very clear all throughout the Complaint paragraphs as to what the breach of contract was, and why the oral agreement was valid and binding due to the totality of circumstances and evidence as effectively and virtually part of the written agreement. Therefore, Plaintiff's Complaint effectively alleged a breach of the written sales contract and stated that it was invalid for failure to perform and execute all the terms by Defendant and several other grounds, and Plaintiff therefore finds it incredulous that Defendant would allege otherwise.

9. Plaintiff Denies Defendant's assertion that Plaintiff's claim for breach of contract contained in his complaint is legally deficient on the grounds he has stated in his preliminary objections.

WHEREFORE, Plaintiff David L. Nearhood hereby moves this Honorable Court to deny the motion of Defendant to dismiss and strike Plaintiff's count for Breach of Contract.

II. Defendant's Motion to Strike Complaint for Failure to State a Claim upon which Relief can be Granted.

10. Plaintiff herein incorporates by reference, Paragraphs 1 through 9 above.

11. Plaintiff Admits Defendant's statement that Plaintiff's claim for damages in Paragraph 13 of his Complaint were based upon assertions of fraud, as partially true and correct, as Plaintiff qualifies with further argument that his Paragraph 13 was based upon a separate count or Cause of Action (COA) for violation of odometer disclosure requirements of Motor Vehicle Information and Cost Savings Act, different from his Paragraph 6 COA statement, of Odometer Disclosure Statement fraud and fraudulent concealment relative to the odometer statement count only found in Paragraph 13. As stated in the Complaint, the Dealer provided incorrect mileage information and acted with intent to defraud as

stated in Complaint, Plaintiff informed him several times at purchase of vehicle, that the stated mileage of 15 miles was incorrect and that vehicle had more mileage on it than that, but that Defendant failed to correct statement. This is the gist of Paragraph 13 in the Complaint that Defendant objects to in his Paragraphs 10 through 17 of his Preliminary Objections. Whereas, Paragraph 6 COA's in the Complaint which also charges fraudulent concealment is a different set of multiple counts on multiple occasions before and after signing of contract with respect to COA of Intent to Deceive and Induce Reliance, and the COA of Reliance on False Representation or Failure to Disclose, and each of these multiple COA's in turn is based upon misrepresentation, deception, fraudulent concealment, and of bad faith intent, negligence of stated intent and invalid contract based upon this conduct and actions of Defendant in violating oral agreement attached and made effectively part of contract and failure to perform to stated intent of those terms to supply Plaintiff with proper max gross vehicle weight rating per manufacturer vehicle specs available in Dealer's showroom and manufacturer literature. Plaintiff hereby declares and made(makes) claim that the Oral Agreement was valid as part of the written contract agreement, in that the weight classification was not disclosed and left blank on the contract forms, this was a violation as declared by PSP Trooper Michael P. Greene, and that Defendant Rider Ford, Inc. had promised and agreed to fix it on numerous occasions both before and after the contract signing and supply Plaintiff with the proper weight classification on his registration card that he needed and requested from Defendant for his business, and that this was an inducement for Plaintiff to sign contract in good faith anyway based upon Defendant's promises to fix it at signing but Defendant failed in bad faith to follow through adequately and perform to his agreement

to fix problem. As Plaintiff sees it and hereby declares and makes argument, the information was not disclosed or supplied to the proper forms, the nondisclosure of the max gross vehicle weight designation and other information on the forms makes the Oral Contract that Dealer agreed to do to fix it valid, and that is where the fraud lies. The law may say in other areas or instances that there can be no fraud on an oral contract, but in this case, the Defendant agreed both before and after the signing to fix the problem and that constituted a waiver by Defendant of the "written agreements constituting the entire agreement clause" and thereby made the oral agreements a part of the written contract, but Defendant breached the contract and failed to follow through and consummate it and complete the execution via specific performance based upon his promises, but didn't and the nondisclosure remained. And nondisclosure is fraud. If Defendant had made known to Plaintiff that he could not haul anything legally in the truck and if Defendant had disclosed to Plaintiff that he was not going to give the Plaintiff the maximum allowable gross vehicle weight rating for his model truck per manufacturer's specifications, (around 9500 lbs), the Plaintiff would not have bought it.

12. Admitted, with the stipulation that Plaintiff has stated multiple causes of action within his Complaint and not just a mere breach of contract.

13. Plaintiff Denies Defendant"s allegation that Plaintiff's tort claims arise solely from his contractual relationship with Defendants. As stated throughout the Complaint and in Paragraphs through 12 above, Plaintiff's multiple COA's arise from COA of Odometer Disclosure Statement Fraud, the COA of Intent to Deceive and Induce Reliance on question of good faith intent in willful failure to provide proper max gross vehicle weight registration paperwork in Defendant's conduct of intent to deceive Plaintiff and induce

reliance on the deception and nondisclosure of required information, *Buechin v. Ogden Chrysler-Plymouth Inc.*, 159 Ill App.3d 237, 111 Ill Dec. 35, 511 N.E.2d 1330 (1987), *37 AM Jur 2d Section 217*; and the COA of Plaintiff's Reliance on False Representation or Failure to Disclose, and the Plaintiff in turn being induced and being caused to rely on said inducements and oral agreements and verbal representations of Defendant, to sign a contract and purchase the vehicle which Plaintiff, absent the misrepresentations, would have never otherwise have signed and decided to purchase the vehicle. By *17 COA 2d 263* and obligation and parol evidence rules and parol contract, *31, 238(2). C.J.S.* @ contracts *Sections 68, 412-414*; a real contract is an obligation arising from the possession or transfer of a res. (interest - res). The Plaintiff, David L. Nearhood, was owed what he had an interest in, which was the properly supplied and registered maximum gross vehicle weight rating as he supplied these requirements to Defendants from the beginning hitherto. In addition, Plaintiff, contrary to Defendant's assertions in his Preliminary Objections, cited a Cause of Action (COA) in Paragraph 11 and 12 of his Complaint separate from any of the above alleged by Defendant in his Preliminary Objection, for Violation of Truth in Lending Disclosure Act and of State Deceptive Trade Practices or Violation of Consumer Protection Statutes in Connection with the Sale and Financing of a Motor Vehicle. These statutes and others at both Federal and State level, are applicable to the transaction for purchase of a motor vehicle and the parties, and Defendant's conduct constituted an unfair or deceptive act or practice by the Defendant which was pointed out by the Plaintiff in his Complaint and which cause a loss (loss of income and loss of expenses and cash in purchasing vehicle, among other things) to the Plaintiff. Evidence of the Defendant's deceptive acts or practices in the Complaint was

shown by the Defendant's willfully omitting information and leaving blank several areas on the forms and his failure to disclose information about the vehicle and his failure to supply the required missing information and update the forms for the proper weight registration Plaintiff required, even after being prodded several times to do so. In addition to affirmative misrepresentation, a violation of a deceptive trade practices or consumer protection statute may be established by evidence of the sellers failure to disclose material information about a vehicle to a buyer, e.g., *Gour v. Daray Motor Co.*, 373 So.2d 571 (La App. 1979) cert gtd,. 376 So.2d 1270 (La 1979) cert dism, 377 So.2d 1033 (La 1979) cert gtd, 376 So.2d 1270 (La 1979).

14. Plaintiff Denies Defendant's allegation that his Duties were or would solely be grounded in the agreement for sale of the truck. As Plaintiff has established in his Complaint and in Paragraphs 1 through 13 above, Defendant also had duties as to carrying out the terms and conditions of his oral agreement and verbal representations that Defendant made to Plaintiff both before and after the signing of the contract, and which were effectively made by implication and otherwise by waiver of provision, an integral part of the written agreement.

15. Plaintiff Denies Defendant's statement that potential liability stems solely from the agreement for sale of the truck by Defendant. As was established by Plaintiff in his Complaint and in this Response in Paragraphs 1 through 13 above, Defendant duties and obligations to Plaintiff were also bound to him in the oral agreement and verbal representations that Defendant made to Plaintiff both before and after the signing of the contract effectively made part of the written agreement.

16. Plaintiff Denies Defendant's claim that Plaintiff's tort claim essentially duplicates his

breach of contract claim, as Plaintiff has shown clearly in his Complaint and in this Response in Paragraphs 1 through 13 above, that he has multiple causes of action (COA's) that he clearly outlined and defined, and that the Claim outlined in Paragraph 13 as incorrectly alleged by Defendant for Odometer disclosure Statement Violations and DOES NOT duplicate at all the rest of Plaintiff's breach of contract or fraud and concealment claims as found in Paragraphs 1 through 12, and Particularly Paragraphs 6 and 11-12 above as Plaintiff elaborated previously upon.

17. Plaintiff Denies that his substantiative multiple COA's claims of fraud, as elaborated upon in great detail above, are barred by the gist of the action and economic loss doctrine. On the contrary, they are quite pertinent and meet the indicia, criteria and eligibility factors substantially in all their elements to qualify in establishing a prima facie case of fraudulent concealment, misrepresentation and deception, as described above in Paragraphs 1 through 16, *supra.* Furthermore, contrary to Defendant's assertion that Plaintiff's fraud claims are barred by the gist of the action, the Plaintiff besides common law remedies, has private rights of remedy as well as of statutory remedy in both Pennsylvania and in Federal law to pursue them to the fullest extent.

WHEREFORE, Plaintiff David L. Nearhood hereby moves this Honorable Court to deny the motion of Defendant to strike with prejudice Plaintiff's claims for damages based upon fraud, misrepresentation and concealment.

III. Defendant's Motion to Strike Complaint for Failure to State a Claim upon which Relief can be Granted.

18. Plaintiff herein incorporates by reference, Paragraphs 1 through 17 above.

19. Plaintiff Denies Defendant's implication that he has claimed physical pain and suffering or any pain damages caused from physical injury by Defendant at all. The damages that

Plaintiff claimed here were strictly limited to mental anguish, stress and emotional distress brought on by Defendant's actions in stalling, bad faith and diversionary token actions causing loss of income, and the waste of time and loss of monetary resources of Plaintiff which all added up and took a toll on Plaintiff's body and his mental and emotional state, in Defendant's failing to timely correct and remedy problem and of frustrating Plaintiff for months by giving bad faith verbal reassurances and false promises, but then stalling, making excuses, making only token insufficient efforts to upgrade vehicle registration to maximum gross legal weight classification, and refusing and failing to correct problem and thereby depriving Plaintiff of a vehicle for the purposes he bought it for in the first place that he could legally use in his business, as he told Defendant timely he needed when purchasing, in spite of Plaintiff's many efforts at resolution.

20. Admitted, with the stipulation that Plaintiff has stated multiple causes of action within his Complaint and not just a mere breach of contract.

21. Plaintiff Denies and would refer the Court to his Paragraph 19 above, in determining what damages for the Mental and Emotional Stress and Distress that Defendant caused Plaintiff in the light of the entire body of the Complaint's facts and the totality of the circumstances. Plaintiff has asked only a small fraction at $5000.00 for this type of damage as compared to and in view of the entire amount of the damage claim at over $59K.

WHEREFORE, Plaintiff David L. Nearhood hereby moves this Honorable Court to deny the motion of Defendant to strike with prejudice Plaintiff's request for pain and suffering damages.

IV. Defendant's Motion to Strike for Failure of a Pleading to Conform to Law or Rule of Court/Scandalous or Impertinent Matter.

22. Plaintiff herein incorporates by reference, Paragraphs 1 through 21 above.

23. Plaintiff admits, on stipulation and further qualification that as far as was practicable and practical, Plaintiff had a detailed factual but complex narrative of what had happened or not happened for each incident or that Defendant had a duty to do or not do, as was minimally necessary to establish the basis or baseline to the Court as to the gist of the conduct of Defendant of what was being complained of and as outlined in the multiple COA's (causes of action) detailed in the Complaint.

24. Plaintiff Admits, but would also point out what Defendant failed to mention in his Paragraph 24 of his preliminary objection here, is that the statute, Pa.R.C.P. 1022 also provides that each paragraph shall contain only one material allegation, ***as far as practicable.***

25. As Plaintiff has previously pointed out in Paragraph 3 of his Response above, the Pennsylvania Rules of Civil Procedure as well as Pennsylvania and Federal Case Law (and other states too) specify that the rules of court or procedure for a party, and especially an *in pro per* (*pro se*) litigant, are to be given a liberal construction of intent, and the Court "may disregard any error or defect of procedure which does not affect the substantial rights of the parties", Pa.R.C.P., Rule 126, as far as is possible so as to "secure the just, speedy and inexpensive determination of every action or proceeding" and to assure that the "substantial rights of the parties" are upheld. The Plaintiff is a pro per litigant, and **not held to the same stringent standards** as licensed attorneys, as long as the court can reasonably read the pleadings and use common sense in the relief being sought, despite failure to cite proper legal authority, poor syntax and sentence

construction, confusion of legal theories, ***and unfamiliarity with pleading requirements***. **Haines v. Kerner,** 404 U.S. 519, 92 S.Ct. 594, 30 L.Ed.2d 652 (1972); **Boag v. MacDougall,** 454 U.S. 364, 102 S.Ct. 700, 70 L.Ed.2d 551 (1982). The Court should not strike a party's Complaint for failure to precisely follow or for merely being in unintentional technical violation of a rule, if there are substantative issues of right and of the rights of parties to seek justice and redress, especially if the court can follow the intent clearly of the pro-se litigant. In the instant case, the substantial rights of the party Defendant Rider Ford, Inc. would not be affected by any relatively minor error or defect of procedure in the wording of the sentences in the Paragraphs in the Plaintiff's Complaint as compared to the weight of Plaintiff's substantiative rights and arguments, and especially since the narrative of facts, though voluminous, is clear, concise and straight to the point and vital in helping to establish Plaintiff's case via elaboration of facts on each incident date of the matter.

26. Plaintiff Denies that his Complaint contains any scandalous and/or impertinent matter, as the Paragraphs 17, 20, 21 and 24 complained of merely are comments as to Plaintiff's efforts in seeking subpoena material or other relevant subject matter and documentary evidence or documentation of the actual or anticipated contact thereof that has already occurred and been introduced or is to to be introduced into evidence, to bolster the proof in Plaintiff's Complaint. The facts set forth supporting Plaintiff's allegations of breach of contract are contained within or supported by the evidence itself already introduced or to be introduced into evidence. Furthermore, Defendant has failed to show or identify with any specificity what he believes is scandalous, impertinent, libelous, defamatory or "rude" material other than his obvious attempts to label Plaintiff's whole case that he

makes for civil fraud, deception and concealment, etc., as such. The statements that Defendant makes that Plaintiff has allegedly made scandalous or impertinent averments are without foundation or merit and is merely an inappropriate attempt on his part to suppress relevant evidence Plaintiff is entitled to discuss or have admitted into the case to help prove it.

WHEREFORE, Plaintiff David L. Nearhood hereby moves this Honorable Court to deny the motion of Defendant to strike with prejudice Plaintiff's Complaint and/or the scandalous and impertinent matter contained therein.

AND WHEREFORE FURTHER to deny his Preliminary Objections in their entirety and order that the Defendant should file an Answer to the Complaint and that the case shall then thenceforth and forthwith proceed to trial.

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing RESPONSE TO PRELIMINARY OBJECTIONS OF DEFENDANT RIDER FORD, INC. are true and correct to the best of my knowledge and good faith belief, and that the documents attached as Exhibits to the Response, if any, are true and correct copies of the originals.

Respectfully submitted,

Dated: Sept. 10, 2007 by David L. Nearhood
David L. Nearhood
Plaintiff

EXHIBIT A

PENNSYLVANIA STATE POLICE

STATE AGENCY INVESTIGATION

OFFICIAL INVESTIGATIVE REPORT

ON RIDER FORD, INC.

by PSP Trooper Michael P. Greene

Criminal Fraud Division

Date of Report: 04/27-07

Incident No. C03-0901087

SP 7-0022 (4-99)

PENNSYLVANIA STATE POLICE

STATE AGENCY INVESTIGATION

1. STATION	CODE	2. INCIDENT NO.
Clearfield	1330	C03-0901087
3. DATE SUBMITTED		4. COUNTY
04/27/07		Clearfield

5. REQUESTED BY
☐ MOTOR VEHICLES - PENNDOT
☐ DRIVER LICENSING - PENNDOT
☐ OTHER (SPECIFY) David L. NEARHOOD, Consumer Complaint

6. NAME OF SUBJECT: David L. NEARHOOD
ADDRESS: 1223 Oak Grove Road, Morrisdale, PA 16858 814-342-7464

7. DEALER/STATION/MESSENGER (NAME AND ADDRESS)
RIDER Ford
1001 Walton Street
Philipsburg, PA 16866 814-342-4620

8. HOME ADDRESS (DEALER – CORPORATE OFFICER – STATION OWNER)
Maryann MILLER - AMATO
821 Shamrock Avenue
State College, PA 16801

9. CORRECTION OF NAME
CORRECTION OF ADDRESS

10. CHANGE NAME TO
☐ NEW OLN REQUESTED

11. NATURE OF INVESTIGATION

☐ ONE AND THE SAME	DRIVER NO.	☐ MISUSE OF REGISTRATION	PLATE NO.
☐ ALTERED/MISUSE OF DRIVER'S LICENSE	DRIVER NO.	☐ SPECIAL HAULING PERMIT VIOLATION	PERMIT NO.
☐ TITLE VIOLATION	TITLE NO.	☐ OTHER (SPECIFY)	
☒ DEALER INVESTIGATION	85-9661 DIN	☐ INSPECTION STATION INVESTIGATION	STATION NO.
☐ FULL AGENT/MESSENGER INVESTIGATION	DIN/ID NUMBER	☐ MISCELLANEOUS MOTOR VEHICLE BUSINESS INVESTIGATION	DIN

12. REMARKS

On 04/16/07, this officer was contacted by the above listed complainant (NEARHOOD). He related that he was having a problem with a vehicle that he had purchased at the above listed dealership. On 04/16/07, this officer responded to the residence and interviewed Mr. NEARHOOD, at approx. 1010 hrs. He related that he had purchased a 2006, F-250 Ford truck, VIN# 1FTNF21506EB63026, on 12/30/2006. He went onto relate that he did not receive his registration for quite awhile and when it arrived the truck was registered at the wrong class. He insisted that he told the salesman that he wante the vehicle registered at it's maximum allowable weight. However when the registration came back it was only registered a 7,000 lbs., instead of the maximum allowable for that vehicle 9,000 lbs. He related that this was the reason he had purchased the bigger truck, because he was a small contractor and he was hoping to be able to use the vehicle for his business. He also related that the vehicle was missing an owner's manual, however that issue was resolved prior to this officer's involvement. He then produced his copy of the MV-1 (pink slip) and this officer observed several blocks with incomplete information. NEARHOOD then related that he had been contacted by Citizen's Bank which had financed the vehicle, relative to not receiving payment for the vehicle. He told them that he was not paying for a vehicle that he could nc use. At this time this officer advised Mr. NEARHOOD that just because he had an issue with the dealership, did not preclu his responsibility to his lender. Upon asking the complainant what he thought was a fair resolution, he replied for the dealership to take the vehicle back, even though he had already used the vehicle to haul trash.

On 04/16/07, this officer proceeded to RIDER Ford and spoke with Thomas DRY, Sales Manager. He related that he h sold Mr. NEARHOOD the vehicle. Mr. NEARHOOD had contacted him shortly after the sale and advised that he did not have an owner's manual, at which time he ordered one for him. He also offered to give Mr. NEARHOOD a 2007 owner's manual which was very similar in content, however NEARHOOD refused. He went onto relate that Mr. NEARHOOD contacted him saying the vehicle registration was not correct, again he offered to have Mr. NEARHOOD come in to resolve the problem, and NEARHOOD refused. At this time this officer advised Mr. DRY that the paperwork for the vehicle had no been fully completed prior to supplying the purchaser with his copy, and this was a violation. However due to the fact that missing information was not detrimental to the purchaser, in this incident, this officer felt that it did not rise to the level to require a citation. The dealership was advised that future violations of this sort would result in possible prosecution.

13. VIOLATIONS INDICATED
Incomplete MV-1 (Warning)

14. REPORT TRANSFERRED TO TROOP	DATE	15. SIGNATURE-INVESTIGATOR	BADGE NO.	16. SUPV. INT.	BADGE NO
			5873		5966

PENNSYLVANIA STATE POLICE
CONTINUATION SHEET ☒
SUPPLEMENTAL INVESTIGATION REPORT ☐

REPORT TYPE
☐ INCIDENT
☒ OTHER STATE AGENCY

DATE(S)/DAY(S) OF INCIDENT: 04/16/07 / Mon
TIME(S) OF INCIDENT: 0800 - 2000 hours
JUVENILE: ☐
DOMESTIC VIOLENCE: ☐
OR NO.: C03-0901087

ATTACHMENTS:
☐ MISSING PERSON CHECKLIST
☐ FELONY CRIMES AGAINST THE PERSON
☐ STATEMENT FORM(S)
☐ VICTIM/WITNESS ASSISTANCE GUIDE RECEIPT
☐ RIGHTS WARNING AND WAIVER
☐ PROPERTY RECORD
☒ OTHER COPY OF MV-1

DISP.: ☐ CLEARED BY ARREST ☐ UNFOUNDED ☐ EXCEPTIONALLY CLEARED
A ☐ DEATH OF ACTOR
B ☐ PROSECUTION DECLINED
C ☐ EXTRADITION DENIED
D ☐ VICTIM REFUSED TO COOPERATE
E ☐ JUVENILE/NO CUSTODY
N ☐ NOT APPLICABLE
☐ MULTIPLE CLEAR-UP

1. ORI/STATION: PAPSP1300 / CLEARFIELD
2. DATE OF REPORT: 04/27/07
3. OFFENSE: Consumer Complaint
4. VICTIM: David L. NEARHOOD

5. NARRATIVE

This officer then proceeded to RIDER Jeep and spoke with General Manager Maryann AMATO. After advising her of the situation, she related that she would address the problem with the completion of paperwork, and she related that the dealership would contact Mr. NEARHOOD and attempt to resolve the issue of the weight registration. On 04/25/07, I was recontacted by Ms. AMATO and she related that she contacted Mr. NEARHOOD and offered that the dealership would pay for his registration for next year including the increase for the additional weight class. She related that she felt there was a misunderstanding. However at this tme Mr. NEARHOOD advised her that he did not wish to discuss this anymore and that they would receive correspondence in the near future on how he wishes to prooceed with this matter. At thast time she advised him that she was sorry he felt that way and the conversation ended.

On 04/27/07, I contacted Timothy SHIREY (Attorney General's Office). He related that he had previously dealt with Mr. NEARHOOD and advised him that the dealership was willing to resolve the issue with the weight class, however there office found no violations which would warrant the dealership taking the vehicle back. He also advised Mr. NEARHOOD that his case was being closed.

Based on the above information this officer also does not believe that there is any violation which rises to the level that the dealership should be compelled to take the vehicle back. Although as previously stated there was a minor violatiion in completing the paperwork, this was not detrimental to the buyer, nor was it misleading. Based on these facts the complainant will be advised that the dealership was warned for the paperwork violation, and that no futher action will be taken in this matter. If the complainant wishes to persue this matter he may do so civilly.

No further follow up is required relative to this incident.

6. OFFICER'S NAME/SIGNATURE/BADGE NO.: Tpr. Michael P. GREENE/5873
7. INVEST. RECM. ☐ CONT. ☒ TERM
8. SUPV. INIT./BADGE NO.: 5764
9. ☐ CONCUR ☐ NONCONCUR
10. PAGE: 2

STATION

MV-1(6-05)

REG. 2006

FORD TRUCK

FIRST NAME

NEARHOOD DAVID L

12/30/2006

85-9961

1359

122 OAK GROVE ROAD DUBOIS PA 15850

1ST REV. DATE 12/30/2006

SACRAMENTO CA

FINANCIAL INSTITUTION NUMBER

1359

TRAVELERS INS CO

12 30 2006

RIDER FORD

814 342-7464

If your registration documents are not received within 90 days, please contact PennDOT.

ACCOUNTS COPY TEMP

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I caused to be served on Sept. 10, 2007, a copy of the attached RESPONSE TO PRELIMINARY OBJECTIONS OF DEFENDANT RIDER FORD, INC., by certified overnight U.S. express mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Respectfully submitted,

Dated: Sept. 10, 2007

by David L. Nearhood
David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DAVID L. NEARHOOD	:	
	:	
-vs-	:	No. 07-908-CD
	:	
RIDER FORD, INC., and CITIZENS AUTOMOBILE FINANCE, CORP.	:	

O R D E R

AND NOW, this 12th day of September, 2007, following argument on Preliminary Objections filed on behalf of both Defendants, it is the ORDER of this Court that counsel for Rider Ford file a brief with the Court along with a proposed Order within no more than twenty (20) days from this date. Counsel for Citizens Automobile Finance has previously submitted a brief to the Court and does not need to submit any further documents. The Plaintiff, David L. Nearhood, may, if he chooses to do so, also submit any brief to the Court. Although, the Court notes that Mr. Nearhood has already filed extensive responses to the Preliminary Objections, and in the event that he would believe the same to be sufficient, he need not supply the Court with any further brief.

BY THE COURT,

Fredric J. Ammerman

President Judge

FILED
01:22 PM
SEP 17 2007

William A. Shaw
Prothonotary/Clerk of Courts

cc Plff
1223 Oak Grove Road
Morrisdale, PA 16858

cc Attys Stover & Bardo
Warmbrodt

FILED

SEP 17 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/17/07

____ You are responsible for serving all appropriate parties.

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

__X__ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other

____ Defendant(s) __X__ Defendant(s) Attorney

____ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102877
NO: 07-908-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: DAVID L. NEARHOOD
vs.
DEFENDANT: RIDER FORD, INC. and CITIZENS AUTO FINANCE CORP.

FILED
013:03BK
OCT 19 2007
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURN

NOW, June 11, 2007 AT 8:55 AM SERVED THE WITHIN COMPLAINT ON RIDER FORD, INC. DEFENDANT AT 1001 WALTON ST., PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO THOMAS DRY, SALES MANAGER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102877
NO: 07-908-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: DAVID L. NEARHOOD
vs.
DEFENDANT: RIDER FORD, INC. and CITIZENS AUTO FINANCE CORP.

SHERIFF RETURN

NOW, June 14, 2007 SERVED THE WITHIN COMPLAINT ON CITIZENS AUTOMOBILE FINANCE CORP. DEFENDANT AT P.O. BOX 255587, SACRAMENTO, CA, 95865-5587 BY CERTIFIED MAIL # 7006 0810 0001 4507 2360. THE RETURN RECEIPT IS HERETO ATTACHED ENDORSED BY BYRON MIRACLE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102877
NO: 07-908-CD
SERVICES 2
COMPLAINT

PLAINTIFF: DAVID L. NEARHOOD
vs.
DEFENDANT: RIDER FORD, INC. and CITIZENS AUTO FINANCE CORP.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	NEARHOOD	5044	20.00
SHERIFF HAWKINS	NEARHOOD	5044	47.23

Sworn to Before Me This

_____ Day of _____ 2007

_____

So Answers,

Chester A. Hawkins
Sheriff

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

DAVID L. NEARHOOD,	*	
Plaintiff	*	
vs.	*	NO. 07-908-CD
RIDER FORD, INC. and CITIZENS	*	
AUTOMOBILE FINANCE CORP.,	*	
Defendants	*	

ORDER

NOW, this 19th day of October, 2007, the Court being in receipt of the Plaintiff's "Petition for Leave to Amend New Matter – No. 1" filed on September 10, 2007; pursuant to the Pennsylvania Rules of Civil Procedure only a defendant in a civil proceeding may include "new matter" in an answer to a plaintiff's complaint; there being no "new matter" in Plaintiff's *pro se* Complaint filed June 8, 2007; accordingly, it is the ORDER of this Court that the Petition for Leave to Amend New Matter – No. 1 be and is hereby DISMISSED.

BY THE COURT,

Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge

FILED
01 10:48 VGH
OCT 19 2007

William A. Shaw
Prothonotary/Clerk of Courts

cc Piff- 1223 Oak Grove Rd. Morrisdale, PA 16858

cc Attys: Stover/Bardo Wasmbrodt

GK

FILED

OCT 19 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/19/07

____ You are responsible for serving all appropriate parties.

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

__X__ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other

____ Defendant(s) __X__ Defendant(s) Attorney

____ Special Instructions:

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

DAVID L. NEARHOOD,	*	
Plaintiff	*	
vs.	*	NO. 07-908-CD
RIDER FORD, INC. and CITIZENS	*	
AUTOMOBILE FINANCE CORP.,	*	
Defendants	*	

FILED
OCT 22 2007
0/9:00/W
William A. Shaw
Prothonotary/Clerk of Courts
PLAINTIFF,
ATTY'S J. STOVER
& J. WARMBRODT.

ORDER

NOW, this 19th day of October, 2007, after oral argument on Preliminary Objections filed on behalf of each Defendant, submission of briefs by Defendants and a Response to Preliminary Objections by Plaintiff, it is hereby ORDERED and DECREED as follows:

1. Defendant's Preliminary Objections requesting Plaintiff's cause of action for breach of contract and contract fraud/misrepresentation be dismissed are hereby denied;
2. All other causes of action set forth by the Plaintiff including but not limited to deception, concealment, invalid contract, illegal contract, defacto contract, unconscionable contract, contributory negligence and negligence are dismissed pursuant to the gist of the action doctrine;
3. Paragraphs 17, 20 and 21 of Plaintiff's Complaint are stricken because they contain impertinent matter; and
4. Plaintiff's demand for damages for pain and suffering, intentional infliction of emotional distress, return to him of rebate and legal fees are dismissed;

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

FILED

OCT 22 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10-22-07

___ You are responsible for serving all appropriate parties.

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

X Plaintiff(s) ___ Plaintiff(s) Attorney ___ Other

___ Defendant(s) X Defendant(s) Attorney STOVER, D

___ Special Instructions: WARNBRO DT

1223 OAK GROVE ROAD
MONROEVILLE, PA 16858

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

DAVID L. NEARHOOD
Plaintiff

vs.

RIDER FORD, INC. and CITIZENS AUTOMOBBILE FINANCE CORP.,

Defendants

No. 07-908-CD

AFFIDAVIT OF SERVICE OF ORDER OF COURT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06101364

FILED NOCC
m/1:57/cm
NOV 13 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD

Plaintiff
vs.

No. 07-908-CD

RIDER FORD, INC. and CITIZENS AUTOMOBBILE FINANCE CORP.,

Defendant

AFFIDAVIT OF SERVICE OF ORDER OF COURT

BEFORE ME, the undersigned authority, personally appeared James C. Warmbrodt, Esquire, who according to law deposes and says that a copy of the Order of Court has been served on the Plaintiff, David L. Nearhood.

1. On or about November 08, 2007, Defendant received a signed Order of Court dismissing the Plaintiff's Petition for Leave to Amend New Matter. Said Order of Court is attached as Exhibit "1".

2. On or about November 09, 2007, Defendant mailed the Order of Court to 1223 Oak Grove Road, Morrisdale, PA. 16858.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06101364

Sworn to and subscribed
before me this 9
day of November, 2007.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wendy A. Jones, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires November 29, 2010
Member, Pennsylvania Association of Notaries

6001364

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

DAVID L. NEARHOOD, Plaintiff	*	
vs.	*	NO. 07-908-CD
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants	*	

ORDER

NOW, this 19th day of October, 2007, the Court being in receipt of the Plaintiff's "Petition for Leave to Amend New Matter – No. 1" filed on September 10, 2007; pursuant to the Pennsylvania Rules of Civil Procedure only a defendant in a civil proceeding may include "new matter" in an answer to a plaintiff's complaint; there being no "new matter" in Plaintiff's *pro se* Complaint filed June 8, 2007; accordingly, it is the ORDER of this Court that the Petition for Leave to Amend New Matter – No. 1 be and is hereby DISMISSED.

BY THE COURT,
/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

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

EXHIBIT "1"

OCT 19 2007

Attest.

William L. Ammerman
Prothonotary/
Clerk of Courts

ORIGINAL

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

DAVID L. NEARHOOD,
Plaintiff,

vs.

RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP.,
Defendants.

Docket No. 07-908-CD

Type of Case: Breach of Contract

Type of Pleading: Answer and New Matter

Filed on Behalf of: Defendant, Rider Ford, Inc.

Counsel of Record for this Party:
Jeffrey W. Stover
PA No. 37652

Susan E. Bardo
PA No. 93738

Stover, McGlaughlin, Gerace,
Weyandt & McCormick, P.C.
122 East High Street
Bellefonte, PA 16823
(814) 355-8235

ORIGINAL

FILED NO CC
10:56 BCL
NOV 28 2007 GK
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD, Plaintiff,	:	Docket No. 07-908-CD
vs.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants.	:	

NOTICE TO PLEAD

TO THE ABOVE-NAMED PLAINTIFF:

You are hereby notified to plead to the within New Matter within twenty (20) days from service hereof. Failure to respond may cause judgment by default to be entered against you.

STOVER, McGLAUGHLIN, GERACE,
WEYANDT & McCORMICK, P.C.

By: _____

Jeffrey W. Stover
PA No. 37652
Susan E. Bardo
PA No. 93738
122 East High Street
Bellefonte, PA 16823
(814) 355-8235
(814) 355-1304 facsimile
Attorneys for Defendant,
Rider Ford, Inc.

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

DAVID L. NEARHOOD, Plaintiff,	:	Docket No. 07-908-CD
vs.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants.	:	

DEFENDANT, RIDER FORD, INC.'s, ANSWER AND NEW MATTER

AND NOW, comes Defendant, Rider Ford, Inc., by and through its attorneys, Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C. and files this Answer in response to Plaintiff's Complaint, a statement of which follows:

1. Admit.

2. Admit. By way of further response, it is admitted that Defendant Rider Ford, Inc. is a Pennsylvania corporation with its principal place of business being located at 1001 Walton Street, Philipsburg, Pennsylvania. Defendant Rider Ford, Inc.'s headquarters are located at 1703 West College Avenue, State College, Pennsylvania.

3. The averments contained in paragraph 3 relate to a party other than Answering Defendant and therefore require no response from Defendant Rider Ford, Inc.

4. Admitted in part and denied in part. It is admitted that on or about December 30, 2006, the Plaintiff and Defendant Rider Ford, Inc. executed a written contract entitled "Buyer's Order" for the purchase of a new 2006 S-DTY F-250 truck. It is admitted that the total purchase price for the new 2006 truck was $28,602.50. It is denied that the written contract contained any terms or conditions not expressly contained therein. It is further denied that Plaintiff made a

cash down payment in the amount of $6,500.00. To the contrary, Plaintiff made a cash down payment in the amount of $2,000.00. A rebate in the amount of $4,500.00 was applied to the purchase price to make up the remainder of the down payment.

5. Admitted in part and denied in part. It is admitted that on or about December 29, 2006, Plaintiff and Defendant Rider Ford, Inc. executed a written finance agreement entitled "Retail Installment Contract" for the financing of $22,102.50, which included the unpaid balance of the cash price of the truck and the titling and registration fees. It is admitted that the finance agreement was executed at Defendant Rider Ford's principal place of business and that no representative of Defendant Citizens Auto Finance Corp. was present. By way of further response, Defendant Rider Ford was authorized to sign the finance agreement as the Creditor-Seller. It is denied that the written finance agreement contained any terms or conditions other than those expressly contained therein.

6. Denied. The averments contained in paragraph 6 call for conclusions of law that require no response. To the extent a response is deemed to be required, the averments are denied.

7. Denied. The averments contained in paragraph 7 call for conclusions of law that require no response. To the extent a response is deemed to be required, the averments are denied.

8. Denied. The averments contained in paragraph 8 call for conclusions of law that require no response. To the extent a response is deemed to be required, the averments are denied.

9. Admitted in part and denied in part. It is admitted that Defendant, Rider Ford represented to Plaintiff that it would sell to Plaintiff a new 2006 Ford S-DTY F-250 truck registered in Pennsylvania. It is denied that Defendant expressed to Plaintiff that the Gross Vehicle Weight Rating (hereinafter "GVWR") would be a specific number to allow Plaintiff to haul loads necessary in his occupation. It is denied that the GVWR for the class of truck sold in

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

CITIZENS AUTO FINANCE CORP.
P.O. BOX 255587
Sacramento, CA. 95865-5587

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Byron Miracle ☐ Agent ☐ Addressee

B. Received by (Printed Name) Byron Miracle
C. Date of Delivery JUN 7 2007

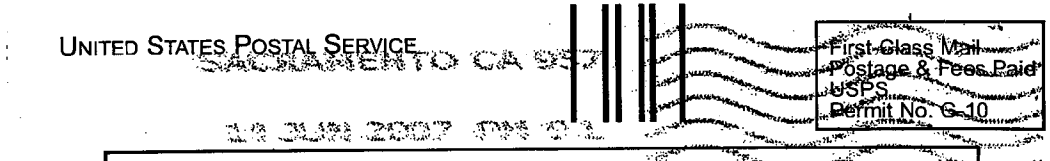
D. Is delivery address different from item 1? ☑ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7006 0810 0001 4507 2360

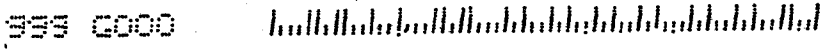
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540



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

CHESTER A. HAWKINS
SHERIFF OF CLEARFIELD COUNTY
1 N. 2nd ST., SUITE 116
CLEARFIELD, PA. 16830

102877



7006 0810 0001 4507 2360

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JUN 28 2007
USPS

Sent To	CITIZENS AUTO FINANCE CORP.
Street, Apt. No.; or PO Box No.	P.O. Box 255587
City, State, ZIP+4	Sacramento, CA 95865-5587

PS Form 3800, June 2002 See Reverse for Instructions

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- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
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- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
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PS Form 3800, June 2002 (Reverse)

10 2877

this case is 9500lbs. It is further denied that Defendant Rider Ford willfully completed the MV-1 form incorrectly. By way of further response, Plaintiff indicated to Defendant Rider Ford that the plate on his old truck should be transferred to the new one and that the weight should remain the same. It is denied that any terms to the contract existed except for those contained in the aforementioned writings.

10. Denied. The averments contained in paragraph 10 call for conclusions of law that require no response. To the extent a response is deemed to be required, the averments are denied.

11. The averments contained in paragraph 11 relate to a party other than Answering Defendant and therefore require no response from Defendant Rider Ford, Inc.

12. Denied. The averments contained in paragraph 12 call for conclusions of law that require no response. To the extent a response is deemed to be required, the averments are denied.

13. Admitted in part and denied in part. It is admitted that Defendant Rider Ford sold to Plaintiff a new 2006 vehicle. It is denied that Defendant willfully failed or refused to sign the Odometer Disclosure Statement. It is further denied that Defendant willfully completed the Odometer Disclosure Statement falsely by inserting an incorrect mileage amount. By way of further response, the averments contained in paragraph 13 call for conclusions of law that require no response. To the extent a response is deemed to be required, the averments are denied.

14. Admitted in part and denied in part. It is admitted that Defendant Rider Ford did not execute the "Pennsylvania Notice to Applicant Buyer Optional Products not Required to Obtain Financing." It is denied that Defendant Rider Ford was required to execute such notice.

By way of further response, the averments contained in paragraph 14 call for conclusions of law that require no response. To the extent a response is deemed to be required, the averments are denied.

15. Admitted in part and denied in part. It is admitted that Plaintiff took possession of the truck on December 30, 2006. It is admitted that no GVWR was listed in the written contract that was executed by Plaintiff and Defendant Rider Ford. It is denied that Plaintiff and Defendant Rider Ford entered into any contract other than the written contract which was executed by both parties. It is denied that Plaintiff requested a specific GVWR. To the contrary, Plaintiff indicated that the weight should remain the same as was listed on his old truck. It is denied that Defendant Rider Ford refused to cooperate with Plaintiff regarding any aspect of the purchase and delivery of Plaintiff's truck. After reasonable investigation, Defendant Rider Ford lacks knowledge or information sufficient to form a belief as to the truth or veracity of what Plaintiff did or did not notice when he took delivery of the truck or how many attempts Plaintiff made to have the GVWR raised, and strict proof thereof is demanded.

16. Admitted in part and denied in part. It is admitted that the gross weight as listed on the Certified Tare Weight Ticket is 6,560 lbs., the stored tare weight is 6,280 lbs. and the net weight is 280 lbs. After reasonable investigation, Defendant Rider Ford lacks knowledge or information sufficient to form a belief as to the truth or veracity of what Plaintiff had in the truck or how much gasoline was in the truck's tank at the time the truck was weighed, and strict proof thereof is demanded. After reasonable investigation, Defendant Rider Ford lacks knowledge or information sufficient to form a belief as to the truth or veracity of the weight of gasoline or of the "true" tare weight of the truck, and strict proof thereof is demanded.

17. Paragraph 17 requires no response as it was struck from the Complaint by the Court's Order dated October 19, 2007.

18. Admitted in part and denied in part. It is admitted that the registration copy attached to Plaintiff's Complaint has a gross weight of 7000 lbs. After reasonable investigation, Defendant Rider Ford lacks knowledge or information sufficient to form a belief as to the truth or veracity of when Plaintiff received the registration or how much weight Plaintiff needed to be able to haul for his occupation, and strict proof thereof is demanded. It is denied that Plaintiff and Defendant Rider Ford came to any agreement other than the written agreement that both parties executed.

19. Denied. By way of further response, the averments contained in paragraph 19 call for conclusions of law that require no response. To the extent a response is deemed to be required, the averments are denied. It is specifically denied that Plaintiff made any verbal contact to express his position regarding the purchase of the truck or the rescission and revocation of the contract, and strict proof thereof is demanded. Plaintiff made written contact regarding rescission and revocation of the contract in a letter Plaintiff sent to Defendant Rider Ford on June 6, 2007. Additionally, any and all averments regarding causes of action other than breach of contract or contract fraud/misrepresentation require no response as they were dismissed from the Complaint by the Court's Order dated October 19, 2007.

20. Paragraph 20 requires no response as it was struck from the Complaint by the Court's Order dated October 19, 2007.

21. Paragraph 21 requires no response as it was struck from the Complaint by the Court's Order dated October 19, 2007.

22. Denied. By way of further response, the averments contained in paragraph 22 call for conclusions of law that require no response. To the extent a response is deemed to be required, the averments are denied. Additionally, any and all averments regarding causes of action other than breach of contract or contract fraud/misrepresentation require no response as they were dismissed from the Complaint by the Court's Order dated October 19, 2007.

23. Denied. By way of further response, the averments contained in paragraph 22 call for conclusions of law that require no response. To the extent a response is deemed to be required, the averments are denied.

24. Denied. After reasonable investigation, Defendant Rider Ford lacks knowledge or information sufficient to form a belief as to the truth or veracity of what actions Plaintiff took to gain evidence to prove his claims or of the equipment configuration, condition of the truck or amount of gasoline in the truck as of May 9, 2007 and strict proof thereof is demanded.

25. Denied. By way of further response, the averments contained in paragraph 25 call for conclusions of law that require no response. To the extent a response is deemed to be required, the averments are denied.

26. Denied. After reasonable investigation, Defendant Rider Ford lacks knowledge or information sufficient to form a belief as to the truth or veracity of what damages Plaintiff has or has not incurred, and strict proof thereof is demanded.

27. Denied. By way of further response, the averments contained in paragraph 27 call for conclusions of law that require no response. To the extent a response is deemed to be required, the averments are denied.

28. Denied. After reasonable investigation, Defendant Rider Ford lacks knowledge or information sufficient to form a belief as to the truth or veracity of what damages Plaintiff has or

has not incurred, and strict proof thereof is demanded. By way of further response, all damages alleged by Plaintiff for pain and suffering, intentional infliction of emotional distress, legal fees and return of the rebate require no response as those damages were dismissed by the Court's Order dated October 19, 2007.

29. Paragraph 29 requires no response as Plaintiff's demand for legal fees was dismissed by the Court's Order dated October 19, 2007.

30. – 62. Denied. By way of further response, the averments contained in paragraphs 30 - 62 call for conclusions of law that require no response. To the extent a response is deemed to be required, the averments are denied.

WHEREFORE, Defendant Rider Ford, Inc., requests this Honorable Court to enforce the parties' written contract for sale/purchase of the 2006 Ford S-DTY F-250 truck.

NEW MATTER

63. Paragraphs 1-62 are incorporated herein by reference.

64. In January 2007, Plaintiff contacted Thomas Dry, Sales Manager for Defendant Rider Ford, and indicated that the vehicle he purchased did not have an owner's manual.

65. Mr. Dry indicated that he would order one through the Parts Department and that it would take approximately four weeks for it to arrive at the dealership.

66. Mr. Dry offered to give Plaintiff a 2007 owner's manual, which is very similar to the 2006 manual. Plaintiff refused the manual.

67. Defendant's Parts Department did have an owner's manual ordered for Plaintiff for the 2006 truck. Plaintiff did receive that manual.

68. Plaintiff contacted Mr. Dry in February 2007 to let him know that the vehicle registration was not correct.

69. Mr. Dry indicated to Plaintiff that he should come to the dealership so that the paperwork could be corrected. Plaintiff refused.

70. In mid-April 2007, Defendant's General Manager, MaryAnn Amato, became aware that Plaintiff was having a problem with the GVWR on the vehicle registration.

71. Ms. Amato contacted Plaintiff via telephone in an attempt to alleviate Plaintiff's problem. Ms. Amato offered for Defendant to pay Plaintiff's registration and increase in GVWR. Plaintiff refused this offer.

72. Plaintiff subsequently filed his Complaint on June 8, 2007.

STATUTE OF FRAUDS

73. Paragraphs 1-72 are hereby incorporated by reference.

74. In December 2006, Plaintiff and Defendant Rider Ford entered into a written sales agreement and a written financing agreement in order to effectuate the purchase/sale of a 2006 Ford S-DTY F-250 truck.

75. The sales agreement contains an integration clause, which provides that the sales agreement along with any retail installment sale contract comprise the complete and exclusive statement of the terms of the agreement relating to the sale/purchase of the truck.

76. Plaintiff alleges that the GVWR was omitted from the paperwork for the purchase of the truck as a result of Defendant Rider Ford's fraud and/or misrepresentation.

77. Plaintiff alleges that his reason for buying the truck was that Defendant Rider Ford indicated that it could be registered with a GVWR high enough to allow Plaintiff to haul loads sufficient to operate his business.

78. Plaintiff alleges fraud in the inducement of the contract for purchase of the truck.

79. As Plaintiff alleges fraud in the inducement, parol evidence is not admissible to vary a writing which was meant to be the parties' entire contract.

WHEREFORE, Defendant Rider Ford respectfully requests this Honorable Court to enforce the parties' agreement including the sales agreement and the retail financing agreement as they are written.

FAILURE TO MITIGATE DAMAGES

80. Paragraphs 1-79 are hereby incorporated by reference.

81. In February 2007, when Sales Manager for Defendant Rider Ford, Thomas Dry, became aware that Plaintiff had a problem with his registration, Mr. Dry offered to have Plaintiff come to the dealership so that the registration could be corrected.

82. Plaintiff refused to go to the dealership to have the necessary paperwork corrected.

83. In mid-April 2007, when General Manager for Defendant Rider Ford, MaryAnn Amato, became aware that Plaintiff had a problem with the GVWR, she offered to correct the registration and pay for the registration and increase in GVWR.

84. Plaintiff refused Defendant's offer to correct Plaintiff's registration problem.

85. Plaintiff at all times relevant, failed to contact PENNDOT to inquire as to the procedure for increasing the GVWR.

86. Plaintiff at all times relevant, failed to complete and submit the proper paperwork to PENNDOT to have his registration and title corrected to the required GVWR.

87. Plaintiff at all times relevant, has refused the offers of Defendant Rider Ford to correct the GVWR so that the truck could be used as Plaintiff desires.

88. Plaintiff at all times relevant, has failed and refused to mitigate damages that he alleges are still accruing.

WHEREFORE, Defendant Rider Ford respectfully requests this Honorable Court to ban all damages requested in this case. In the alternative, Defendant requests this Honorable Court to limit any damages to those that can actually be proven by Plaintiff to have been sustained in January and February of 2006.

Respectfully submitted:

STOVER, McGLAUGHLIN, GERACE,
WEYANDT & McCORMICK, P.C.

By: _____

Jeffrey W. Stover
PA No. 37652
Susan E. Bardo
PA No. 93738
122 East High Street
Bellefonte, PA 16823
(814) 355-8235
(814) 355-1304 facsimile
Attorneys for Defendant,
Rider Ford, Inc.

Date: 26 Nov. 2007

VERIFICATION

I, DON HARRIS, state that the facts set forth in the foregoing document are true upon my personal knowledge, information, and belief. I understand that my statements are made subject to 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Don Harris, CFO
Rider Ford, Inc.

Dated: 11-09-07

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

DAVID L. NEARHOOD, Plaintiff,	:	Docket No. 07-908-CD
vs.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants.	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused the foregoing document to be served upon the person(s) listed by depositing the same with the U.S. Postal Service, first class, postage prepaid, addressed as follows:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

James C. Warmbrodt, Esquire
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517

Date: 26. Nov. 2007

By: Susan E. Bardo
Susan E. Bardo

CA

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

ORDER OF COURT

AND NOW, this 11 day of Dec, 2007, it is ORDERED, ADJUDGED and DECREED that the Motion for an Extension to File an Answer filed by the Defendant, Citizens Auto Finance Corp., be and hereby is GRANTED, and said Defendant is hereby directed to file its Answer herein on or before December 30, 2007.

By the Court:

Fredric Ammerman J.

FILED ICC
01:19 BK
DEC 12 2007
Atty Warmbrodt
6K

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/12/07

X 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:

FILED

DEC 12 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

No. 2007-908-CD

TYPE OF PLEADING:
DEFENDANT'S MOTION FOR AN EXTENSION TO FILE AN ANSWER

FILED ON BEHALF OF:
Defendants.
Citizens Auto Finance Corp.,
Defendant

COUNSEL OF RECORD OF THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. # 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

FILED NO CC
DEC 12 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

DEFENDANT'S MOTION FOR AN EXTENSION TO FILE AN ANSWER

AND NOW, comes the Defendant, Citizens Auto Finance Corp., by and through its counsel, James C. Warmbrodt, Esquire and Weltman, Weinberg & Reis Co., L.P.A., and in support of its Motion herein respectfully represents as follows:

1. By Order entered October 22, 2007, Defendant's preliminary objections were sustained in part and denied in part.
2. Defendant's undersigned counsel received a copy of the aforesaid Order on November 20, 2007.
3. Defendant's undersigned counsel has drafted an Answer in the within matter, which has been forwarded to the Defendant for review and for verification.
4. Defendant's undersigned counsel attempted to contact the unrepresented Plaintiff by telephone on December 7, 2007 and on December 10, 2007 to request his consent to an extension to file an answer.

5. Defendant's undersigned counsel has been unable to speak with the Plaintiff to secure an extension to file its Answer.

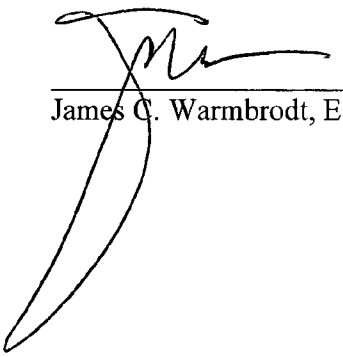
WHEREFORE, Defendant humbly requests that this Honorable Court enter an order granting Defendant an extension until December 30, 2007 to file its Answer in the within matter, together with any further relief which this Honorable Court deems appropriate.

Respectfully submitted,

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis, Co., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
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WWR# 6101364

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is an attorney for the Plaintiff herein and makes this Verification based upon the facts as supplied to him by the Plaintiff because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.



James C. Warmbrodt, Esquire

CERTIFICATE OF SERVICE

A true and correct copy of the within DEFENDANT'S MOTION FOR AN EXTENSION TO FILE AN ANSWER has been served by U.S. Mail, Postage Pre-Paid, on 16 of Dec, 2007 upon the following:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Susan E. Bardo, Esquire
Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
122 East High Street
Bellefonte, PA 16823

BY: _____
James C. Warmbrodt, Esquire

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

Plaintiff

FILED
DEC 19 2007
01 3:50
William A. Shaw
Prothonotary/Clerk of Courts
2 cert to Pltf

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	:
	:
RIDER FORD, INC., a/k/a RIDER FORD	:
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**: Pa.R.C.P. Rule 1003, Rule 248**
	:
	:
Defendants	:

APPLICATION TO EXTEND TIME TO FILE PLAINTIFF'S REPLY TO ANSWER AND ANSWER TO NEW MATTER

COMES NOW, the Plaintiff David L. Nearhood, pursuant to and under Pa.R.C.P., Rule 1003, and Rule 248, and hereby files this Application to Extend or Enlarge Time to File his Plaintiff's Reply to Answer and Answer to New Matter of Defendant Rider Ford, due Monday December 17, 2007, on grounds that he was delayed and unable to timely get out of house and travel the roads without great difficulty on Monday due to inclement weather of snow and ice storms from the weekend thru Monday these conditions making the roads hazardous and difficult to travel for any business purposes necessary on Monday and Tuesday, and, this has caused about 2 days delay to get his Reply and Answer pleading filed with the Court until today Wednesday December 19, 2007. Plaintiff contacted Attorney for Rider Ford, Susan Bardo on Monday afternoon to seek concurrence for a couple of days extension , and concurrence was granted and agreement was reached for Plaintiff to have about 2 extra days to file his pleading. Plaintiff also

cites *Allison v. Merris*, 342 Pa. Super. 571, 493 A.2d 738 (1985) and *Slott v. Triad Distributors, Inc.*, 230 Pa. Super. 543, 327 A.2d 151 (1974) in support of his application.

Plaintiff hereby certifies that he is not filing this Application / Motion for any undue or frivolous purposes of delay, other than the causes for what he has stated here in this pleading.

WHEREFORE, the Plaintiff, due to the unavoidable delays in filing his Plaintiff's Reply to Answer and Answer to New Matter of Defendant Rider Ford these past 2 days and due to Defendant's having granted Plaintiff time and having waived time to file said Pleading by agreement of parties for about 2 days as requested, Plaintiff hereby humbly petitions and makes application to this Honorable Court for a short extension of time within which to file his aforesaid Pleading.

Respectfully submitted,

Dated: Dec. 19, 2007 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in this foregoing **APPLICATION TO EXTEND TIME TO FILE PLAINTIFF'S REPLY TO ANSWER AND ANSWER TO NEW MATTER**, are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Dec. 19, 2007 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**: Pa.R.C.P. Rule 1003, Rule 248**
	:
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Dec. 19, 2007, a copy of the attached **APPLICATION TO EXTEND TIME TO FILE PLAINTIFF'S REPLY TO ANSWER AND ANSWER TO NEW MATTER**, by depositing a true and correct copy in the U.S. Mail, 1st class postage prepaid, to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Dated: Dec. 19, 2007 by David L. Nearhood

David L. Nearhood
Plaintiff, *in propria persona,*
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
Telephone: (814) 342-7464

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

FILED
DEC 19 2007
03:55(w)
William A. Shaw
Prothonotary/Clerk of Courts
1 cert to Plff

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	:
	:
RIDER FORD, INC., a/k/a RIDER FORD	:
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**: Pa.R.C.P. Rule 1017(a)(2)**
	:
	:
Defendants	:

PLAINTIFF'S REPLY TO ANSWER AND ANSWER TO NEW MATTER

COMES NOW the Plaintiff pursuant to Pa.R.C.P., Rule 1017(a)(2), with his Reply to Defendant's Answer to Complaint and his Answer to New Matter, and hereby avers as follows:

PLAINTIFF'S REPLY TO ANSWER

1. Admitted. Plaintiff admits as no further reply to this paragraph is necessary.
2. Admitted. Plaintiff admits as no further reply to this paragraph is necessary.
3. Admitted. Plaintiff admits as no further reply to this paragraph is necessary.
4. Admitted in part and Denied in Part. Plaintiff specifically denies Defendant's averment that the written contract contained any terms or conditions not expressly contained

therein. To the contrary of Defendant's assertion here, the Defendant's written terms of his contract agreement with Plaintiff REQUIRED him by state and federal law to fill in the blanks in the contract that he left for the vehicle gross vehicle weight registration (GVWR) and for the Odometer Mileage in order for him to have a valid contract, both of which he left blank. Plaintiff further avers that, and as testified by Trooper Michael Greene in his investigative report, that there were paperwork violations and which was subpoenaed by Plaintiff and attached and submitted into evidence with this Court, that it was a violation of state law to leave blanks in the contract and paperwork regarding the GVWR and the Odometer Mileage Statement, and Plaintiff further avers that this is relevant civil evidence that it has caused him civil damages by Defendant in this action for civil fraud, omission, accident or mistake due to Defendant's actions, regardless of Defendant's objections which are not relevant here of whether or not Trooper Greene is a criminal fraud investigator or whether or not Trooper Greene did a criminal fraud investigation, because the DMV and Pennsylvania State Police are the exclusive state agencies having exclusive and sole jurisdiction over the state regulations and enforcement procedures providing the Plaintiff his exclusive and sole administrative remedy regarding motor vehicle sales contracts for motor vehicle registration, insurance and licensing, as was advised Plaintiff by Trooper Greene and the PA Attorney General's office. Plaintiff further avers and hereby charges Defendant as he has charged him in the original Complaint, of fraud (or accident, mistake or omission) in the execution of a contract, of having intentionally, negligently and by breach of contract and/or by fraud, knowingly left those areas blank in the contract as stated in Count 1 of the Complaint, which the Court will note for the record, has upheld this Count against Defendant's

preliminary objections. Plaintiff hereby further avers and will have the Court note for the record (1). as shown in his Original Complaint at Paragraphs 6, 26, 36, 38-39, 60, 42-60, whereat Plaintiff discussed matters in the Complaint, and which were not 'conclusions of law' as erroneously alleged by Defendant in his Answer throughout, regarding the omissions in the written terms of the contract by fraud, accident or mistake of the GVWR and the Odometer Mileage Statements where the signature was left blank, and that he justifiably relied upon Defendant's representations at time of signing of contract that Defendant would supply these missing WRITTEN terms of the agreement which was Defendant's duty and by professional ethical and legal standards of practice for a professional auto and truck dealership such as the Defendant Rider Ford, and by social policy and by law, these missing terms were a required written part of the contract with Plaintiff; and (2). also at Plaintiff's Response to Preliminary Objections at Paragraph 7, bottom of Page 7, and Paragraph 7 end at Page 8 regarding blanks in contract forms deliberately left by Thomas Dry where he mislead Plaintiff prior to signing of Contract, and Plaintiff's Conditional Acceptance of Contract regarding the omissions by fraud, accident or mistake, discussed therein and later, which also support this COA which this Court has upheld; and (3). in his Reply Brief to Defendant Rider Ford, Inc.'s Brief in Support of Preliminary Objections at Paragraph 1 of Procedural History and Paragraph 1 of the Statement of Issues section of the Reply , as filed with the Court Administrator on October 22, 2007. As also stated in the Reply brief, the Court should review the Plaintiff's Response to Preliminary Objections at Paragraph 7 Page 7, where Plaintiff averred and now herein reconfirms in this Reply and Answer to Defendant's pleading, that Mr. Thomas Dry was asked by Plaintiff to go out and get max GVWR off of the

truck door before signing the contract and the Defendant did, but OUTRIGHT LIED and then falsely misrepresented himself to Plaintiff with an lying evasive answer by saying "Yes, you can trust me", in reply to and when asked by Plaintiff prior to signing the contract that he (Plaintiff) wasn't going to read it all there right then except for the 1st page summary, *[for numerous reasons, very small print, length of contract, a lack of time (due to Plaintiff's having a prior commitment to attend Sabbath worship services), and the fact that Mr. Dry was busy evading the answer to question, and was not signing and did not sign the contract at all, by Mr. Dry just putting a line on it, and where he seemed very nervous at the time and was talking to Plaintiff's brother Mark, instead]*, but Plaintiff instead asked if he could he trust the Dealer on this that if he had included it or would he include it (the max GVWR) in there in the contract, and if he had or was going to put max GVWR on contract form, to which Defendant Rep. Mr. Thomas Dry responded as above,"Yes, you can trust me", to which Plaintiff justifiably relied on Mr. Thomas Dry's misrepresentation and lying answer and then, Plaintiff, unfortunately to his detriment believing and trusting Defendant in good faith, signed the contract with blanks still on the form believing mistakenly that Mr. Dry had either filled in the blanks or was going to do so shortly afterwards, but not knowing and Plaintiff was unaware then until later after he left the dealership, that Defendant had actually left the blanks in the forms or was otherwise not going to do so and had not filled them in right afterwards of the signing. *Plaintiff further avers and did in fact allege in his original Complaint that this misrepresentation by Mr. Thomas Dry to Plaintiff that he would put the max GVWR into the contract was instead fraudulently (or otherwise by accident or mistake) omitted from the parties' written contract, and Plaintiff hereby avers and charges Defendsant that this*

constitutes fraud (or accident or mistake) in the execution of a contract which invalidates the contract and makes it null and void and unenforceable and that it should not be enforced. **This allegation was in addition to the allegation that Defendant fraudulently induced Plaintiff to sign the contract**. Plaintiff further objects, charges and avers that Defendant has known of this additional allegation in the Complaint, besides the oral agreements Defendant made both before and after the signing of the contract, and as a part of its requirements for execution of the contract in fulfillment of its obligations to Plaintiff, of the omission and blanks of the GVWR in the forms as a part of the written agreement, but Defendant has continued to conveniently and consistently ignore this issue as if it didn't exist at all and Defendant has failed to answer to this part of the Complaint. Plaintiff admits the balance of Defendant's averments in his Paragraph 4 of his Answer.

5. Denied. Plaintiff, after reasonable investigation, is unable to determine the truth or veracity of and specifically denies Defendant's allegation that it was an authorized signer for the finance agreement as the Creditor-Seller, and strict proof thereof is hereby demanded. By way of further reply, Plaintiff hereby avers and affirms that even if these allegations of Defendant were true, that Defendant then NEVER followed through and NEVER signed and executed and NEVER delivered a copy of the completed signed executed finance agreement as the Creditor-Seller to the Plaintiff-Buyer, thereby making the finance agreement null and void ab initio, and strict proof of execution of finance agreement and strict proof of timely delivery of said executed finance agreement to Plaintiff is hereby otherwise demanded. Plaintiff further Denies and Objects and takes exception to Defendant's denial of and allegation therein that "the written finance

agreement [allegedly did not]sic contained any terms or conditions other than those expressly contained therein". By way of further reply, the Plaintiff hereby incorporates his response in Paragraph 4 of this Reply, *ibid*, above, as though cited in its entirety, in reply to Defendant's answer that "the written finance agreement [allegedly did not]sic contained any terms or conditions other than those expressly contained therein". The Plaintiff also refers the Court by Judicial Notice to **Exhibit B** in Plaintiff's Complaint, and to the attached "rider" Seller's Assignment clause and its specific written contents, that is attached thereto and contained therein, and incorporated herein this Paragraph by reference. These two pieces of evidence speak for themselves as to what is contained or should be contained in the blanks in their writings of the written agreements.

6. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law" that he has given without corroborating and supporting evidence to back his assertions in this paragraph of Defendant's Answer and hereby gives judicial notice to the Court that these types of answers and denials, without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Plaintiff to Defendant's allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action and denies that they are 'conclusions of law'.

7. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law" that he has given without corroborating and supporting evidence to back his assertions in this paragraph of Defendant's Answer and hereby gives judicial

notice to the Court that these types of answers and denials, without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Plaintiff to Defendant's allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action and denies that they are 'conclusions of law'.

8. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law" that he has given without corroborating and supporting evidence to back his assertions in this paragraph of Defendant's Answer and hereby gives judicial notice to the Court that these types of answers and denials, without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Plaintiff to Defendant's allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action and denies that they are 'conclusions of law'.

9. Denied. Plaintiff specifically denies Defendant's response and denial here as false and misleading and a prevarication and distortion of fact to the Court where he states that he denies that Plaintiff expressed to the Defendant that the gross vehicle weight rating (GVWR) would be a specific number to allow the Plaintiff to haul loads necessary in his occupation. Plaintiff hereby avers, to the contrary of Defendant's assertion here that he **actually** expressed to the Defendant that he wanted the **maximum allowable GVWR** for

this class of truck which would allow him to haul at least 3/4 ton to 1 ton net load capacity, and which to Defendant's certain knowledge then as a allegedly competent professional in the sale and trade of autos and trucks when he sold truck to Plaintiff and as Plaintiff estimated later and was later confirmed by Trooper Greene, the Max GVWR would have been around 9000 to 9500 pounds. Plaintiff hereby further avers, to the contrary of Defendant's assertion in his Answer in this paragraph and Plaintiff specifically denies Defendant's response and denial therein as false and misleading and a prevarication and distortion of fact to the Court where he states that he denies that Plaintiff repeatedly told him the insurance info was wrong on the MV-1 form. Plaintiff hereby further avers and objects that Defendant's denial of fact and his statement that Plaintiff allegedly told him to put the same GVWR or that the weight should remain the same [on the MV-1 form] as his old truck had is an OUTRIGHT LIE, and this lie goes directly to the very substance and heart of the matter. Plaintiff's Complaint is largely and directly regarding the subject matter that Plaintiff DID in fact, as supported by all the evidence, told the Defendant there at the signing clearly and unequivocally that he wanted him to put the Maximum GVWR into the Contract agreement, of which Defendant Rider Ford and Mr. Thomas Dry, then REPRESENTED and AGREED that they would, but they failed to follow through and do so as AGREED, and this act and/or omission of acts of a term in the agreement is where the fraud and the breach of contract lie. Plaintiff hereby incorporates his response in Paragraph 4 and Paragraph 5 of this Reply, *ibid*, above, as though cited in their entirety, in reply to Defendant's answer and denials as given above and further as to his answer and denials that "any terms to the contract existed except for those contained in the aforementioned writings". The Plaintiff

also refers the Court by Judicial Notice to **Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E** in Plaintiff's Complaint, and their specific written contents or lack thereof, that is attached thereto and contained therein, and incorporated herein this Paragraph by reference. These pieces of evidence speak for themselves as to what is contained or should be contained and what is omitted but should be contained in the blanks in their writings of the written agreements.

10. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law" that he has given without corroborating and supporting evidence to back his assertions in this paragraph of Defendant's Answer and hereby gives judicial notice to the Court that these types of answers and denials, without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Plaintiff to Defendant's allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action and denies that they are 'conclusions of law'.

11. Denied. Plaintiff hereby incorporates his response in Paragraphs 1-10 above and in particular, Paragraph 4 and Paragraph 5 of this Reply, *ibid*, above, as though cited in their entirety, Plaintiff specifically denies Defendant's answer here that he is not required to answer because the averments allegedly relate only to another party, i.e., Citizens Auto Finance Corp., other than Rider Ford. Plaintiff avers that on the contrary, Defendant Rider Ford was a related party required to answer and willfully or otherwise failed to answer to Plaintiff's Complaint and to the related allegations here as was thus required,

and Plaintiff further avers these allegations were thus related, since Defendant admitted and alleged in Paragraph 5 of his Answer that he and it was an authorized signer for the finance agreement as the Creditor-Seller, and as such authorized person, Defendant was acting as an agent of the Creditor and therefore Defendant was a related party in an integrated contract agreement required to answer to the related allegations of Plaintiff.

12. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law" that he has given without corroborating and supporting evidence to back his assertions in this paragraph of Defendant's Answer and hereby gives judicial notice to the Court that these types of answers and denials, without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Plaintiff to Defendant's allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action and denies that they are 'conclusions of law'.

13. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law" that he has given without corroborating and supporting evidence to back his assertions in this paragraph of Defendant's Answer and hereby gives judicial notice to the Court that these types of answers and denials, without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Plaintiff to Defendant's allegations, contentions, averments and his statements of the case or fact in the applicable

paragraphs. By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action and denies that they are 'conclusions of law'. By way of further reply, Plaintiff avers in respect to Defendant's denials on the Odometer Disclosure Statement forms, that the documents speak for themselves as to the legal requirements to fill them out and as to the blanks and omissions left in the forms in Plaintiff's **Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E** of his complaint.

14. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law" that he has given without corroborating and supporting evidence to back his assertions in this paragraph of Defendant's Answer and hereby gives judicial notice to the Court that these types of answers and denials, without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Plaintiff to Defendant's allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action and for the applicable law for the Court and the jury to consider, and denies that they are 'conclusions of law' as such. By way of further Reply, Plaintiff herein further avers that consumer protection laws such as the Federal Truth-in-Lending Disclosure Act (Regulation Z) as he mentioned in his Complaint at Paragraph 14, and the Pennsylvania state Pennsylvania Unfair Trade Practices and Consumer Protection Law, or the UTPCPL, would apply to this consumer lending retail installment contract and the Buyer's agreement of the Defendant(s) relative to required disclosures of all terms of agreement and obligation of seller/creditor to perform to all terms of

agreement which would include the supplying of missing or blank sections of data or information such as the GVWR, or the contract is otherwise null and void.

15. Denied. Plaintiff herein avers that he specifically denies and objects to certain statements and denials of Defendant in his answer. The Plaintiff herein also avers that the Defendant has admitted to the basic cause of action against him where he admits that no GVWR was listed in the written contract that was executed by Plaintiff and Defendant Rider Ford. Plaintiff hereby incorporates his response in Paragraphs 1-14 above and in particular, Paragraph 4, Paragraph 5 and Paragraph 9 of this Reply, *ibid*, above, as though cited in their entirety. By way of further reply, Plaintiff specifically, *where Defendant has denied that Plaintiff and Defendant Rider Ford entered into any contract other than the written contract which was executed by both parties and where he alleges and has repeated the SPECIFIC OUTRIGHT LIE as he did and made in Paragraph 9 of his Answer as discussed above in this Reply, ibid, that Plaintiff allegedly told him to register the same weight on the new truck as what was on his old one, and where he denies that he refused to cooperate with Plaintiff in any substantial meaningful way to resolve the problem*, incorporates his response in Paragraph 9, above, to this Paragraph, as though cited in its entirety. Plaintiff, more specifically, avers that as indicated above, he told Defendant that he wanted the Maximum legally allowable GVWR available for the new registration on the truck he was purchasing, and Plaintiff and Defendant agreed to that term that it would be in the written agreement BEFORE it was signed, but Defendant as is apparent in this Complaint prima facie, on its face, refused and/or failed to follow through and perform and live up to his agreement with Plaintiff and place it (the Max GVWR) in the written agreement paperwork, but Defendant lied to, deceived, and misrepresented to Plaintiff

and Plaintiff justifiably relied upon and trusted the Defendant, though it was misplaced trust and confidence, that he honorably had already done so in the contract or that he would shortly thereafter do so and honorably supply the missing information and fill in the blanks in the contract as to the GVWR. As to Defendant's assertion that he allegedly lacks knowledge or information sufficient to form a belief as to the truth or veracity of what Plaintiff did or did not notice when he took delivery of the truck or how many attempts Plaintiff made to have the GVWR raised, the Plaintiff hereby avers that Defendant's explanation lacks credibility, and the Plaintiff hereby incorporates his response in Paragraphs 1-14, and particularly Paragraphs 4 and 5 and 9 of this Reply, *ibid*, above, as though cited in its entirety, in reply to Defendant's answer and denials as given above and further as to the the available evidence of what Plaintiff noticed and when, and as to the numerous times he first sought to get problem rectified in good faith with Defendant of his raising the GVWR to the maximum allowable by law before Defendant exhausted Plaintiff's considerable patience and forbearance and efforts of 3 or more months to work matters out with Defendant. The Plaintiff also refers the Court by Judicial Notice to **Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E** in Plaintiff's Complaint and including witnesses as they become available to Plaintiff and including the witness of Trooper Greene's subpoenaed testimony in his investigative report that was attached as **Exhibit A** as evidence in the Court record filed in Plaintiff's Response to Defendant's Preliminary Objections, and their specific written contents or lack thereof, that is attached thereto and contained therein into those pleadings of Plaintiff, and incorporated herein into this Paragraph 15 in this Reply by reference as though cited in their entirety. These pieces of evidence or witnesses and other evidence

that Plaintiff has available or will have available at jury trial speak volumes for themselves as to Plaintiff's efforts to resolve problems with Defendant and Defendant's conduct, and as to what is contained or should be contained and what is omitted but should be contained in the blanks in their writings of the Defendant's written agreements with the Plaintiff.

16. Denied. Plaintiff herein avers that he specifically denies and objects to certain statements and denials of Defendant in his answer. As to Defendant's assertion that he allegedly lacks knowledge or information sufficient to form a belief as to the truth or veracity of what Plaintiff had in the truck or how much gasoline was in the truck, Plaintiff herein avers that Defendant's answer lacks credibility as the standard weight of gasoline is commonly available from automotive industrial sources and manufacturer's data or from petrochemical tables and standard factory auto industrial reference books available in any town library or automotive dealership that Defendant as a professional auto and truck dealer, would have common access to in order to enable one to make reliable estimates and calculations as to parameters such as true tare weight of a vehicle based upon its contents and equipment added to a vehicle. The Plaintiff in any event can supply this evidence and data, including standard industrial tables, and Plaintiff's **Exhibit F** in his Complaint at jury trial for any reasonable jury to be able ascertain the facts of a reconstructed true tare weight of the vehicle based upon the verified cross examined non-hearsay direct testimony of Plaintiff of what equipment Plaintiff had on the truck, how much it weighed, and of the evidence available of what the truck would have weighed at the time it left the dealership with a full tank of gas that Rider Ford supplied Plaintiff with, and the Plaintiff hereby avers that this denial and objection of Defendant is spurious

and frivolous, since this data is commonly available and is further, easily proved at trial.

17. Admits. Plaintiff admits that Paragraph 17 was struck from the Complaint by the Court's order dated October 19. 2007 and absent any further matters on these issues being brought up, hereby avers that no further reply from Plaintiff is required at this time.

18. Denied. Plaintiff herein avers that he specifically denies and objects to certain statements and denials of Defendant in his answer. As to Defendant's assertion that he allegedly lacks knowledge or information sufficient to form a belief as to the truth or veracity of when Plaintiff received the registration or how much weight Plaintiff needed to be able to haul for his occupation, and that he demands strict proof, Plaintiff herein avers that Defendant's answer lacks credibility as Plaintiff's evidentiary **Exhibit H**, Page 1, of his Complaint shows prima facie not only the date 03/02/2007 of its issuance, but the mailing envelope it came in as part of **Exhibit H**, Page 2 of his complaint, also clearly shows prima facie that the postmark of when it was mailed to Defendant was on 06 MAR 2007. The Plaintiff in any event can resupply this evidence and data, including Plaintiff's **Exhibit H** in his Complaint at jury trial for any reasonable jury to be able ascertain the true facts of when Plaintiff received in the mail the following day the registration form, as well as the Plaintiff's verified complaint of the Plaintiff's verified cross examined non-hearsay direct testimony of Plaintiff and/or any other available witnesses of what weight Plaintiff said he needed and told Defendant he needed to be able to haul for his occupation, at least 3/4 to 1 ton as shown at Plaintiff's verified Complaint, Paragraph 9 and in this Reply at Paragraph 9, *supra, ibid,* and the Plaintiff hereby avers that this denial and objection of Defendant is spurious and frivolous and rebuttable, since this information was common knowledge to Mr. Dry and others from the day the contract was

signed, including the Plaintiff's brother who was present at the contract signing, available if necessary as a witness, and is further, easily proved at trial. **By way of further Reply, Plaintiff also herein avers and positively affirms that the Defendant also did not register the vehicle at all for about 3 months until March 2, 2007 (See Plaintiff's Complaint, Exhibit H) into Plaintiff's name, and it is uncertain the title is even lawfully in his name to this date, which constitutes a tort or fraud on Defendant's part, and Defendant fraudulently and willingly allowed Plaintiff to Drive around illegally until he discovered it. The Plaintiff supplied Defendant with the registration plate from the old truck on December 30, 2006 at the contract signing, and the Defendant for almost 3 months, prior to March 2, 2007, then misrepresented to Plaintiff that the registration was now on the new truck when in fact it was still, from documents Plaintiff received, on the old truck. Plaintiff further avers that this resulted in harm and civil damages to Plaintiff and unknowingly created unnecessary risk to him, and Plaintiff further avers that this is not acceptable professional practice for any auto or truck dealership and in violation of acceptable social policy for one engaging in contractual sales and trading of motor vehicles.**

19. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law" that he has given without corroborating and supporting evidence to back his assertions in this paragraph of Defendant's Answer and hereby gives judicial notice to the Court that these types of answers and denials, without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Plaintiff to Defendant's

allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action and for the applicable law for the Court and the jury to consider, and denies that they are 'conclusions of law' as such. Plaintiff hereby avers that to the contrary of Defendant's denial that Plaintiff made any verbal contact to express his position regarding the purchase of the truck or the rescission and revocation of acceptance of the contract, and demanding strict proof thereof, Plaintiff hereby does positively affirm and aver that he made verbal contact with Rider Ford by calling Defendant's Office for Mr. Thomas Dry on the day he mailed the certified letter, as testified to by Plaintiff in his Complaint at Paragraph 19, to speak to Mr. Dry about the rescission and revocation, and Plaintiff was told by a receptionist or secretary or other spokesperson that Mr. Dry was not in and was unavailable upon which Plaintiff left the person he spoke to a detailed message regarding the same and told the person to pass the message on to Mr. Dry and have him call the Plaintiff back, and the spokesperson said that they would, but Defendant Rider Ford NEVER returned the call.

20. Admits. Plaintiff admits that Paragraph 20 was struck from the Complaint by the Court's Order dated October 19. 2007 and absent any further matters on these issues being brought up, hereby avers that no further reply from Plaintiff is required at this time.

21. Admits. Plaintiff admits that Paragraph 21 was struck from the Complaint by the Court's Order dated October 19. 2007 and absent any further matters on these issues being brought up, hereby avers that no further reply from Plaintiff is required at this time.

22. Partly Admitted and partly Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law" that he has given without corroborating and

supporting evidence to back his assertions in this paragraph of Defendant's Answer and hereby gives judicial notice to the Court that these types of answers and denials, without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Plaintiff to Defendant's allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action and for the applicable law for the Court and the jury to consider, and denies that they are 'conclusions of law' as such. Plaintiff admits that the averments specifically of concealment and the averments regarding causes of action other than breach of contract and contract fraud and and misrepresentation (or deception related to same fraud and misrepresentation or breach) were struck from the Complaint by the Court's Order dated October 19, 2007 and absent any further matters on these issues being brought up, hereby avers that no further reply from Plaintiff is required at this time.

23. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law" that he has given without corroborating and supporting evidence to back his assertions in this paragraph of Defendant's Answer and hereby gives judicial notice to the Court that these types of answers and denials, without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Plaintiff to Defendant's allegations, contentions, averments and his statements of the case or fact in the applicable

paragraphs. By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action and for the applicable law for the Court and the jury to consider, and denies that they are 'conclusions of law' as such.

24. Denied. Plaintiff herein avers that he specifically denies and objects to certain statements and denials of Defendant in his answer. As to Defendant's assertion that he allegedly lacks knowledge or information sufficient to form a belief as to the truth or veracity of what Plaintiff had in the truck or how much gasoline was in the truck, Plaintiff herein avers that Defendant's answer lacks credibility as the standard weight of gasoline per gallon is commonly available from automotive industrial sources and manufacturer's data or from petrochemical tables and standard factory auto industrial reference books available in any town library or automotive dealership that Defendant as a professional auto and truck dealer, would have common access to in order to enable one to make reliable estimates and calculations as to parameters such as true tare weight of a vehicle based upon its contents and equipment added to a vehicle. The Plaintiff in any event can supply this evidence and data, including standard industrial tables, and Plaintiff's **Exhibit J** in his Complaint at jury trial for any reasonable jury to be able ascertain the facts of a reconstructed true tare weight of the vehicle based upon the verified cross examined non-hearsay direct testimony of Plaintiff of what equipment Plaintiff had on the truck, how much it weighed, and of the evidence available of what the truck would have weighed at the time it left the dealership with a full tank of gas that Rider Ford supplied Plaintiff with, and the Plaintiff hereby avers that this denial and objection of Defendant is spurious and frivolous, since this data is commonly available and is further, easily proved at trial.

25. Denied. Plaintiff specifically denies Defendant's generic non-specific response of

"conclusions of law" that he has given without corroborating and supporting evidence to back his assertions in this paragraph of Defendant's Answer and hereby gives judicial notice to the Court that these types of answers and denials, without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Plaintiff to Defendant's allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action and for the applicable law for the Court and the jury to consider, and denies that they are 'conclusions of law' as such. By way of further reply, Plaintiff herein objects to Defendant's general denials without corroborating proof and avers that the Buyer's Contract documents and the consumer finance Retail Installment Agreement documents, constitute evidentiary exhibits as attached to Plaintiff's Complaint as **Exhibit A** and **Exhibit B**, speak for themselves and the Plaintiff hereby gives judicial notice that the Court is directed to examine this evidence where it can determine that indeed there is no arbitration clause and that the contract is not subject to arbitration by an arbiter outside of this Court.

26. Denied. Plaintiff further specifically denies and avers that as to Defendant's assertion that he allegedly lacks knowledge or information sufficient to form a belief as to the truth or veracity of what Plaintiff had in damages, Plaintiff herein avers that Defendant's answer and said claim there of lacks credibility, but that Plaintiff in any event can, intends to and will supply this evidence and data, on damages that Plaintiff has suffered in his Complaint at pre-trial conference, at deposition and at jury trial for any reasonable jury to

be able to ascertain and decide the facts of damages that Plaintiff has suffered and accrued, based upon the verified cross examined non-hearsay direct testimony of Plaintiff and the documentary evidence that Plaintiff intends to submit shortly concerning the same. Plaintiff herein further avers that this evidence would be too detailed and lengthy to attach here now to this Reply and Answer to New Matter of Defendant that Plaintiff is answering to in this pleading.

27. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law" that he has given without corroborating and supporting evidence to back his assertions in this paragraph of Defendant's Answer and hereby gives judicial notice to the Court that these types of answers and denials, without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Plaintiff to Defendant's allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action and for the applicable law for the Court and the jury to consider, and denies that they are 'conclusions of law' as such.

28. Partly Admitted and partly Denied. Plaintiff further specifically denies and avers that as to Defendant's assertion that he allegedly lacks knowledge or information sufficient to form a belief as to the truth or veracity of what Plaintiff had in damages, Plaintiff herein avers that Defendant's answer and said claim thereof lacks credibility, but that Plaintiff in any event can, intends to and will supply this evidence and data, on damages that Plaintiff has suffered in his Complaint at pre-trial conference, at deposition and at jury trial for any

reasonable jury to be able to ascertain and decide the facts of damages that Plaintiff has suffered and accrued, based upon the verified cross examined non-hearsay direct testimony of Plaintiff and the documentary evidence that Plaintiff intends to submit shortly concerning the same. Plaintiff herein further avers that this evidence would be too detailed and lengthy to attach here now to this Reply and Answer to New Matter of Defendant that Plaintiff is answering to in this pleading. By way of further reply, Plaintiff specifically admits that all damages alleged by Plaintiff for pain and suffering, intentional infliction of emotional distress, legal fees and return of the rebate were struck from the Complaint by the Court's Order dated October 19, 2007 and absent any further matters on these issues being brought up, hereby avers that no further reply from Plaintiff is required at this time.

29. Admits. By way of further reply, Plaintiff specifically admits that all damages alleged by Plaintiff for legal fees were struck from the Complaint by the Court's Order dated October 19, 2007 and absent any further matters on these issues being brought up, hereby avers that no further reply from Plaintiff is required at this time.

30-62. Partly Admitted and partly Denied. Plaintiff avers and admits that he attached a memorandum of law and facts to his complaint in support thereof at Paragraphs 30-62. However, excluding the pure sections of legal memorandum, there is a large number of factual paragraphs and parts and whole sections within paragraphs that support Plaintiff"s case with statements of facts and factual issues specific to the case, and these paragraphs are but continuations of Plaintiff's argument and laying out of his case and cause of action that Plaintiff began and initiated in Paragraphs 1-29. Plaintiff herein incorporates Paragraphs 1-29 of this Reply herein as though cited in their entirety. By way of further

reply, Plaintiff specifically incorporates Paragraph 4 of this Reply, and specifically the part where it states "*Plaintiff hereby further avers and will have the Court note for the record (1). as shown in his Original Complaint at **Paragraphs 6, 26, 36, 38-39, 60, 42-60**, whereat Plaintiff discussed matters in the Complaint, and which were not 'conclusions of law' as erroneously alleged by Defendant in his Answer throughout, regarding the omissions in the written terms of the contract by fraud, accident or mistake of the GVWR and the Odometer Mileage Statements where the signature was left blank, and that he justifiably relied upon Defendant's representations at time of signing of contract that Defendant would supply these missing WRITTEN terms of the agreement which was Defendant's duty and by professional ethical and legal standards of practice for a professional auto and truck dealership such as the Defendant Rider Ford, and by social policy and by law, these missing terms were a required written part of the contract with Plaintiff*". As shown above, **Plaintiff gives judicial notice and directs the Court's attention to Paragraph 6 and *Paragraphs 26, 36, 38-39, 60, 42-60* of Plaintiff's Complaint, where therein the Court may clearly see that the Plaintiff discussed specific evidence and arguments of facts of the case and factual issues regarding Count 1 of the Complaint where the Plaintiff built upon his case and the COA of mistake, accident and fraud of omissions of terms of the written agreement that Plaintiff and Defendant had, and that the Court has upheld regarding breach of contract, contract fraud/misrepresentation with respect to the omissions of the GVWR as a term of the agreement from the documents.** The Defendant has clearly "jumped the gun' in attempting to summarily and prematurely dismiss Paragraphs 30-62 of Plaintiff's Complaint, when it has factual matter that goes right directly to the heart of

the Complaint. Plaintiff furthermore, specifically denies Defendant's generic non-specific response of "conclusions of law" with respect to these applicable Paragraphs of at least ***Paragraphs 26, 36, 38-39, 60, 42-60*** in Plaintiff's Complaint that Defendant has given short shrift to as "conclusions of law" without corroborating and supporting evidence to back his assertions in this paragraph of Defendant's Answer and hereby gives judicial notice to the Court that these types of answers and denials, without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Plaintiff to Defendant's allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action and for the applicable law for the Court and the jury to consider, and denies that they are 'conclusions of law' as such.

WHEREFORE, the Plaintiff, David L. Nearhood, hereby requests this Honorable Court for a jury of his peers to be convened for trial to decide on the matter to set aside the parties' written contract for sale/purchase of the 2006 Ford S-DTY F-250 truck, and for a declaratory judgment that the instruments he signed with the Defendants are null and void, releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the Defendants, and also that the Plaintiff seeks judgment against Defendants, jointly and severably, for award of damages plus reimbursement of costs and expenses together with accrued interest.

PLAINTIFF'S ANSWER TO NEW MATTER

63. Plaintiff herein incorporates Paragraphs 1-62 of this Reply herein as though cited in their entirety.

64. Partly Admits and partly Denies. Plaintiff admits that he contacted Mr. Dry sometime in January 2007 and told him he did not have an owner's manual, but this was just one of many contacts Plaintiff had with Defendant, and the main issue was not the owner's manual, but rather the GVWR. By way of further reply, Plaintiff herein denies the drift of the Defendant's statements that the owner's manuals were somehow an important relevant issue, and Plaintiff avers contrariwise that the real issue is that Defendant willfully or otherwise failed to honor and violated and breached the terms via fraud and misrepresentation to Plaintiff of both a written agreement and an oral one to supply Plaintiff with a proper Max GVWR that he could use in his business occupation to operate the truck for hauling loads.

65. Partly Admits and partly Denies. Plaintiff admits that Mr. Dry indicated he would order a owner's manual through the parts department and that it would take 4-6 weeks for it to arrive at the dealership, but this was just one of many contacts Plaintiff had with Defendant, and the main issue was not the owner's manual, but rather the GVWR. By way of further reply, Plaintiff herein denies the drift of the Defendant's statements that the owner's manuals were somehow an important relevant issue, and Plaintiff avers contrariwise the real issue is that Defendant willfully or otherwise failed to honor and violated and breached the terms via fraud and misrepresentation to Plaintiff of both a written agreement and an oral one to supply Plaintiff with a proper Max GVWR that he could use in his business occupation to operate the truck for hauling loads.

66. Partly Admits and partly Denies. Plaintiff admits that Mr. Dry offered to give Plaintiff a

2007 owner's manual and that he told him it was very similar to the 2006 Manual, and Plaintiff admits he refused the offer of the 2007 manual because he wanted a 2006 manual instead that would exactly fit the description of his 2006 model truck, but this was just one of many contacts Plaintiff had with Defendant, and the main issue was not the owner's manual, but rather the GVWR. By way of further reply, Plaintiff herein denies the drift of the Defendant's statements that the owner's manuals were somehow an important relevant issue, and Plaintiff avers contrariwise that the issue of the owner's manual is irrelevant to the Complaint as the Defendant did satisfy Plaintiff's request and provide a copy to Plaintiff. Plaintiff avers that the real issue is that Defendant willfully or otherwise failed to honor and violated and breached the terms via fraud and misrepresentation to Plaintiff of both a written agreement and an oral one to supply Plaintiff with a proper Max GVWR that he could use in his business occupation to operate the truck for hauling loads.

67. Denied. Plaintiff denies Defendant's averments that parts department did have an owner's manual ordered for Plaintiff for the 2006 truck and Plaintiff denies that he did receive the manual from the defendants, but this was just one of many contacts Plaintiff had with Defendant, and the main issue was not the owner's manual, but rather the GVWR. By way of further reply, Plaintiff herein denies the drift of the Defendant's statements that the owner's manuals were somehow an important relevant issue, but Plaintiff avers that the issue of the owner's manual is relevant to the Complaint as the Defendant did not satisfy Plaintiff's request and provide a copy to Plaintiff. Plaintiff avers that the real issue is that Defendant willfully or otherwise failed to honor and violated and breached the terms via fraud and misrepresentation to Plaintiff of both a

written agreement and an oral one to supply Plaintiff with a proper Max GVWR that he could use in his business occupation to operate the truck for hauling loads.

68. Partly Admitted and partly Denied. Plaintiff admits that he spoke with Mr. Dry or came by the Dealership one or more times in February 2007 to let him know that there was still a problem with the GVWR on the registration being incorrect and that the promised Max GVWR on the registration was still not present or delivered upon, however Plaintiff denies as untrue and incorrect that this was the first time in February 2007 that he had let Defendant and Mr. Dry in particular know that there was a problem with the vehicle registration being incorrect and in particular that Plaintiff's promised Max GVWR on the registration was still not present or delivered as agreed upon. To the contrary of Defendant's assertions here, Plaintiff avers and positively affirms he had first come by the dealership as early as January 18, 2007 (See Paragraph 16, **Exhibit F**, Plaintiff's Complaint) in response to Defendant's agreement after much prodding by Plaintiff to Mr. Dry, to weigh the vehicle and fix the registration problem, after Plaintiff had not yet received the promised registration in the mail but had first discovered the missing blanks within a few days of having taken delivery of the truck on December 30, 2007, in the contract agreement paperwork of the GVWR being absent.

69. Partly Admitted and partly Denied. Plaintiff admits that Mr. Dry indicated to Plaintiff that he should come to the dealership so that the paperwork could be corrected, but this process began as early as January 18, 2007 as indicated in Paragraph 68 above, and not in February 2007 as Defendant has falsely insinuated. Plaintiff Denies Defendant's allegation as stated as an OUTRIGHT DISTORTION AND OMISSION, IMPLICATION AND INSINUATION that he [willfully] sic refused in bad faith an invitation in late-

February 2007 to come to the Dealership so that Rider Ford could fix the paperwork and supply the proper Max GVWR as agreed. Plaintiff herein replies that Mr. Dry, in late-February, requested that Plaintiff come to the dealership to sign the title, and to pay him to correct the registration, so as to complete the transaction that was past due. Plaintiff politely declined Mr. Dry's ridiculous "offer" for Plaintiff to pay for Defendant's mistake, especially after all the misrepresentations Mr. Dry had made since the contract signing in December 2006 and due to all the extra expenses that Defendant caused that Plaintiff was forced to be running up to pay for insurance on a vehicle he couldn't use and for the substantial loss of income that Plaintiff had suffered to that date in late-February. Plaintiff avers that because of Defendant's actions and breach of contract and fraudulent misrepresentations, he had to buy a van at auction so as not to be put out of business entirely. Plaintiff further avers and replies that he did not refuse and decline Mr. Dry's "offer" in bad faith, but because the "offer" was ridiculous and absurd that Plaintiff should have to pay for Defendant's mistakes and misrepresentations especially when Plaintiff had already incurred thousands of dollars in extra costs and losses by that time in late-February when the "offer" was made, and Plaintiff reasonably believes that the "offer" was made in bad faith, given the circumstances. To the contrary and on the other hand, it has been Defendant who has refused to cooperate in bad faith with Plaintiff for 3 months until after mid-March 2007, when he finally received on or about March 7, 2007, after 3 months, a new registration, dated March 2, 2007, at an unsatisfactory amount of only 7000 pounds, (whereas Plaintiff had requested 9000 pounds on the registration form, as the Max. GVWR of the Manufacturer that Plaintiff had discovered since the contract signing), until Plaintiff finally grew tired and his patience was exhausted of the

Defendant's obfuscations, prevarications and delaying and stalling tactics through several contacts with Plaintiff during that 3 month time period, that finally prompted Plaintiff to begin preparations to file his Complaint in May-June 2007 after having first contacted the state police and DMV in mid-April 2007 to investigate.

70. Denied. Plaintiff specifically denies Defendant's allegation that General Manager Mary Ann Amato only became aware that Plaintiff was having a problem with the GVWR on the vehicle registration in mid -April 2007 because Plaintiff lacks specific knowledge or proof to confirm the truth or veracity of Defendant's claim, and Plaintiff demands strict proof thereof as to exactly when she first became aware. By way of further reply, Plaintiff herein avers and positively affirms that he contacted the Pennsylvania State Police on or about April 16, 2007, after having been advised by the state Attorney General's office sometime in early-March-April 2006 that they could not and would not help him on his Consumer Complaint against Defendant that he had filed on March 1, 2007, (See Plaintiff Complaint, **Exhibit G**) and only after they had told Plaintiff and advised him that the Pennsylvania State Police was the only agency with exclusive state jurisdiction to handle vehicle registration problems with a auto dealership that could help him. Plaintiff would note, for the Court record, that if Defendant's claim is true that Defendant's Management only became aware of the problem in mid-April 2007, and not from any earlier contact with Mr. Dry's office or the Attorney General's office, it was because the State Police had contacted and visited them on April 16, 2007 at their offices to talk to Ms. Amato (See Plaintiff's Response to Preliminary Objections of Defendant Rider Ford, Inc., **Exhibit A** - Official Investigative Report).

71. Admitted with stipulations and provisions. Plaintiff specifically admits the allegations of

Defendant in Paragraph 71 of his Answer - New Matters response to Plaintiff's Complaint, with stipulations and provisions in his reply, that Ms. Amato contacted Plaintiff via telephone in sometime in late-April with her offer for Defendant to pay Plaintiff's registration and increase in GVWR and that Plaintiff politely refused her offer. By way of further reply, Plaintiff avers and positively affirms that he refused this offer as woefully inadequate because Plaintiff's costs, hassles, expenses, losses and damages at that time far exceeded the value of Defendant's pathetic offer to pay the token amount of the cost of the GVWR fee increase of around $200.00, from Defendant's refusal and unwillingness to cooperate with Plaintiff for 3 months with Mr. Dry's office until ONLY AFTER the State Police had paid the Dealership and Ms. Amato and Mr. Dry. a visit and urged them to correct the paperwork violations in the vehicle registration, (see Plaintiff's Response to Preliminary Objections of Defendant Rider Ford, Inc., **Exhibit A** - Official Investigative Report). Plaintiff further avers and positively affirms that Defendant began to allege to other parties that they were or had been "cooperating" OR would then begin to "cooperate" with Plaintiff to allegedly attempt to resolve the weight classification issue ONLY AFTER they were contacted by Mr. Timothy Shirey and the Attorney General's office in early-March - April 2007 and ONLY AFTER they were paid a visit by the State Police on April 16, 2007, and ONLY AFTER substantial damage had already been done to Plaintiff causing him great losses, time and extra expenses, and even then ONLY AFTER they had stonewalled Plaintiff for over 3 months and had failed to cooperate with Plaintiff in any meaningful way to timely resolve the issue during this period BEFORE Plaintiff's losses and damages began to accrue to ever larger amounts, and Plaintiff STILL EVEN THEN had no valid and adequate registration to legally haul loads, and

STILL EVEN AFTER ALL THAT, Defendant's "Best Offer" was to merely offer or agree to pay Plaintiff's registration fee for a token amount of $200.00 or so to "fix the problem" too late, without their offering to compensate him for his other substantial far larger costs or losses he incurred as a direct result of Defendant's actions, (see Response to Preliminary Objections, Investigative Report, **Exhibit A**, *ibid*). Plaintiff further avers, positively affirms and replies that at that point in time, Plaintiff did not want any more dealings with the Defendants and particularly also Rider Ford, Inc, since he realized any further efforts would be futile to be able to attempt to recover his costs and losses from Defendant for Defendant's bad faith actions and stonewalling in this whole matter without filing a civil lawsuit. Furthermore, Plaintiff avers and positively affirms that he was then in the midst of preparing his legal response in the Civil Action and was awaiting the results of the State Police Trooper Michael A. Greene in his official State Agency Investigation, after having been advised by Trooper Greene that he could also proceed civilly. Furthermore, Plaintiff avers and positively affirms that the truck was purchased on December 30, 2006, so Defendant's pitiful and token attempts to deliver the owner's manual and the proper weight rating and to complete the paperwork and considering Defendant's offer to compensate Plaintiff only $200.00 or so to pay for the weight increase only, and considering after Defendant's having stonewalled Plaintiff for 3 months and having substantially driven up his costs, losses and expenses due to Defendant's bad faith conduct, and considering Plaintiff's losses of income and other damages, and considering the Defendant having misrepresented the registration transfer and having allowed Plaintiff to drive around illegally until Plaintiff discovered the vehicle was not legally registered or the title transferred until March 2, 2007, the

Defendant's offer was woefully inadequate and no longer acceptable, and the Plaintiff rightfully refused the Defendant's offer, and then filed Civil suit against Defendant in the Court of Common Pleas for damages.

72. Admitted. Plaintiff admits he filed his Complaint on June 8, 2007.

PLAINTIFF'S ANSWER TO DEFENDANT'S CITATION OF STATUTE OF FRAUDS

73. Plaintiff herein incorporates Paragraphs 1-72 of this Reply herein, and in particular, Paragraphs 4, Paragraph 5 and Paragraph 9, as though cited in their entirety.

74. Admitted.

75. Admitted with stipulations and provisions. Plaintiff specifically admits the allegations of Defendant in Paragraph 75 of his Answer - New Matters/Statute of Frauds response to Plaintiff's Complaint, with averments and positive affirmation of stipulations and provisions in his reply, that the writings as described by Defendant in his Answer as "*The sales agreement contains an integration clause, which provides that the sales agreement along with any retail installment sale contract comprise the complete and exclusive statement of the terms of the agreement relating to the sale/purchase of the truck*", are not complete and not exclusive.

Plaintiff herein refers to and incorporates herein, as though cited in their entirety, his responses and answers and legal arguments and numerous case law citations as he gave them to the Court record, in his previously filed Response to Preliminary Objections of Defendant Rider Ford, Inc., as previously filed with the Prothonotary's Office, and in his Reply Brief to Defendant Rider Ford, Inc.'s Brief in Support of Preliminary Objections, as previously filed with the Court Administrator's Office. Plaintiff therein, cited numerous case law authority that the Court will take mandatory judicial notice of,

especially at Paragraph 7 of his Response to Preliminary Objections of Defendant, and at Section III, Argument, Pages 5-8 of his Reply Brief to Defendant Rider Ford, Inc.'s Brief in Support of Preliminary Objections, as well as having laid out numerous facts and circumstances in the instant case in his Complaint, and at Paragraphs 4, 5 and 9, *ibid*, of this Plaintiff's Reply to Answer and Answer to New Matter; to show not only that (1). Defendant had agreed before the signing not only to place in writing a Max GVWR into the contract but then he fraudulently misrepresented to Plaintiff that he had done so before Plaintiff signed the agreements, or would do so shortly after signing the agreement, yet Defendant had committed breach and/or fraud in the execution of the contract by omitting that very term of agreement of the GVWR information by fraud, accident or mistake; but also to show that (2). Defendant and Plaintiff had a clear oral agreement and verbal representations had existed both before and after the signing of the written contract where Defendant had agreed to make his now admittedly "token" efforts and promises to continue working to fulfill their part of the bargain they made with Defendant during the 3 months after the contracts were signed to allegedly in good faith "attempt" to resolve Plaintiff's vehicle weight registration problem.

Furthermore, Defendant admitted to Timothy Shirey, *ibid*, of the State Attorney General's Office and Trooper Michael A. Greene, *ibid*, of the Pennsylvania State Police that they had [allegedly] agreed to work with Plaintiff, and were doing so and that they had been and were "cooperating" and were willing to "cooperate" with Plaintiff after the signing to do so and follow up and specifically perform on their part of the agreement they made at signing with Plaintiff and fix the GVWR problem. Furthermore, Plaintiff argued and cited numerous case law authority, *ibid*, in his previous filings with the Court

that Defendant's continuing alleged admittedly deficient "efforts" and promises to fulfill their part of the bargain they made prior to signing for 3 months afterwards until Plaintiff decided to file a Complaint, constituted a waiver by Defendant of the integration clause in the written agreement, and that the said oral agreements to supply the missing Max GVWR blanks in the contract were thus effectively a part of and should be a part of the written agreement, due to the fact of Defendant's admissions that there was such an agreement and that they said they would and then [allegedly] continued to work on that agreement after the contract signing to allegedly attempt to fulfill their part of the bargain, deficient though the effort was and might be. Defendant has also admitted or at least alleged that he cooperated fully at all times with Plaintiff to get the Max GVWR raised during the 3 month period after signing of the contract, via denial in the negative that he refused to cooperate with Plaintiff regarding any aspect of the purchase and delivery of Plaintiff's truck, in his Answer, Paragraph 15.

Furthermore, Plaintiff cited the case law authority in his Response to Preliminary Objections, among others, of *Com. v. Ridall*, 280 Pa. Super. 316, 421 A.2d 740 (1980); as provided by both Pennsylvania State and U.S. Federal law, stating "there is no binding written agreement unless and until it is (completely) executed by the parties."; and "it has been universally held that the execution of a contract has and includes three acts: signing, unconditional delivery by the promisor, and acceptance by the promisee". Subsequently and additionally, each of the Defendants or Defendants' agents left substantial material matters or facts as omissions or blanks in writing of what were part of the terms of the agreement Plaintiff and Defendant agreed to and had, on each of their respective contract forms, whether by fraud, accident or mistake, and the Defendant never completed his part

of the bargain, therefore Plaintiff herein avers and positively affirms that the execution of the contracts is incomplete, as "a writing is incomplete as an agreement", and null and void ab initio, "where blanks as to essential matters are left in it". "And, further, in light of all the evidence and the totality of the circumstances, the oral agreement is valid and is a part of the contract of which Defendant failed to specifically perform to his end to finish the execution of it, as he did not after the signing, fulfill his part of the unconditional delivery by the promisor, and thus failed to attain the consequent acceptance by the promisee. See *13 Pa.C.S., Section 2207*". Plaintiff, though he may have had a "noncomplying" oral modification to Defendant's written agreement, is nevertheless permitted to have that noncomplying oral modification of a written agreement operate as a waiver of the Statute of Frauds under UCC 2-209, not only to a contract term, but to the very requirement of the writing itself, and where Plaintiff had a detrimental but justifiable reliance on representations of Defendant. See *13 Pa.C.S., Section 2209(4)*; and *Cf.C.I.T. Corp. v. Jonnet*, 419 Pa. 435, 214 A.2d 620, 3 UCC 968 (1965); *Double-E Sportswear Corp. v. Girard Trust Bank*, 488 F.2d 292, 13 UCC 577 (3d Cir. 1973).

The Plaintiff, furthermore avers and positively affirms and replies that he showed in his Complaint, in his Response to Preliminary Objections, in his Reply Brief to Defendant Rider Ford, Inc.'s Brief in Support of Preliminary Objections, and in this Plaintiff's Reply to Answer and Answer to New Matter, and particularly at Paragraphs 4, 5 and 9 herein of this pleading, that it is a rebuttable presumption that Defendant's integrated contract is the complete writing, when there was evidence and circumstances, as was demonstrated by Plaintiff, to show that there was not only fraud by Defendant

against Plaintiff in the inducement of the contract, but that Defendant also committed fraud in the execution of the contract, or in other words, that Defendant committed an effective breach of the written agreement against Plaintiff, via omission of a written term of the agreement, whether by fraud, accident or mistake, that is the Max. GVWR term as requested by Plaintiff and agreed to by Defendant, to be placed into the written agreement that was omitted, as well as the demonstration by Plaintiff of parol evidence of other oral agreements existing between Defendant and Plaintiff that should have been incorporated but for the fraud, omission, accident or mistake into the writing.

Plaintiff herein further avers and replies that, in particular in addition to other arguments, in his Reply Brief to Defendant Rider Ford, Inc.'s Brief in Support of Preliminary Objections, the Plaintiff, in support of his case, cited excerpts from the "Toy" case as follows: "We stated that "while parol evidence may be introduced based on a party's claim that there was fraud in the execution of a contract, *i.e.*, that a term was fraudulently omitted from the contract, parol evidence may not be admitted based on a claim that there was fraud in the inducement of the contract, *i.e.*, that an opposing party made false representations that induced the complaining party to agree to the contract." *Id.* n.26 (citing *HCB Contractors v. Liberty Place Hotel Associates*, 652 A.2d 1278, 1279 (Pa. 1995), and *Bardwell*, 100 A.2d at 104). **In *Bardwell*, the Pennsylvania Supreme Court announced its decision to deny the fraud exception to a party who only alleges that he was induced by fraud into entering into an agreement, but to allow it to a party who also alleges that a misrepresentation was fraudulently omitted from the parties' written contract.** The Plaintiff herein avers that he has met his burden of proof here, where he has alleged and proven by a preponderance of the evidence, that he was

not only defrauded by inducement into signing the contract by the verbal and oral agreement promises of Defendant, but also that such fraud and misrepresentation subsequently resulted from fraud (or accident or mistake) in the written signing or execution of the contract by misrepresentation and fraudulent omission of a substantial and material written term of agreement of Plaintiff and Defendant from the written agreement, that but for the fraud (or accident or mistake) was not entered but should have been entered by the Defendant into the agreement.

Plaintiff previously cited, moreover, a "Yocca" case excerpt as follows: "To bring a private cause of action under the UTPCPL, a plaintiff must show that he justifiably relied on the defendant's wrongful conduct or representation and that he suffered harm as a result of that reliance. See *Weinberg v. Sun Co.*, 777 A.2d 442, 446 (Pa. 2001)"; In addition, as Plaintiff previously cited, the "Toy" case actually established and reaffirmed 2 other principles favorable to Plaintiff in the instant case: "(1) a plaintiff whose Consumer Protection Law claims set forth a fraud in the execution of a contract claim is not precluded as a matter of law from establishing the element of justifiable reliance; and that (2) such a plaintiff is not under a duty to read the contract in order to allege and prove the element of justifiable reliance."

Again, as Plaintiff herein avers and has previously shown, he has met his burden of proof for a valid COA against the Defendant by the preponderance of the evidence, that (1). Plaintiff justifiably relied upon the representations or misrepresentations of Defendant to be caused to believe that Defendant had placed or was going to shortly place into the written agreement the terms of the Max. GVWR into the written contract at the time or shortly after the time of signing the agreement, and (2). Defendant breached

the terms of that written contract agreement and failed to follow through on his promises and reassurances and representations to Plaintiff that he justifiably relied upon Defendant due to misplaced trust and confidence, to put the Max. GVWR into the contract forms and into the state MV-1 title and registration forms, even after going out at Plaintiff's request to get the Max. GVWR off the door of the truck, thus Defendant also committed a tort or fraud in the execution of the contract agreement against Plaintiff by misrepresentation and deception in deliberately or otherwise omitting a substantial material term of the contract agreement from the written agreement, or otherwise omitted it by accident or mistake from the terms of the written agreement, that but for the fraud (or accident or mistake) was not entered but should have been entered by the Defendant into the agreement, and (3). Plaintiff, as he has established elsewhere and herein, has suffered great harm and damages as a result of that reliance, and (4). Plaintiff's Consumer Protection Law claims here sets forth a fraud in the execution of a contract claim herein and is not precluded as a matter of law from establishing the element of justifiable reliance, and (5). The Plaintiff was not under a duty to read the contract in order to allege and prove the element of justifiable reliance, but explains here that Plaintiff did not completely read the entire contract then except for the 1st page summary where he explained to Defendant that he wasn't going to read it all there right then except for the 1st page summary because he had a prior commitment and lack of time to read it all then, and that Plaintiff thus had to leave fast, *[for numerous reasons, very small print, length of contract, a lack of time (due to Plaintiff's having a prior commitment to attend Sabbath worship services),* and where Mr. Thomas Dry was asked by Plaintiff before signing the contract if he (Plaintiff) could trust Defendant to do so and had he put or

would he put all the required information including the GVWR into the blanks in the written contract agreement, and the Defendant, after having gone out and gotten the weight, replied to the effect "Yes, You can trust me", but he had OUTRIGHT LIED and then falsely misrepresented himself to Plaintiff by failing to follow through and put the information into the agreements *and the fact that Mr. Dry was busy evading the answer to Plaintiff's question, and was not signing and did not sign the contract at all, by Mr. Dry just putting a line on it, and where he seemed very nervous at the time and was talking to Plaintiff's brother Mark,* and then, Plaintiff, unfortunately to his detriment due to misplaced trust and confidence and thus believing and trusting Defendant in good faith, signed the contract unknowingly with blanks still on the form believing mistakenly that Mr. Dry had either filled in the blanks or was going to do so shortly afterwards and give Plaintiff a completed copy before he left, but not knowing, and Plaintiff was unaware then until later after he left the dealership, that Defendant had, in violation of his agreement with Plaintiff, actually left the blanks in the forms or was otherwise not going to do so and had not filled them in right afterwards of the signing, and (6). Plaintiff was was also defrauded by inducement into signing the contract by the verbal and oral agreement promises and misrepresentations of Defendant, and (7). The actions of and circumstances of Defendant's conduct with Plaintiff of his admissions and his continuing alleged ongoing efforts for 3 months after signing the agreement to allegedly make good on his oral agreement promises constituted a waiver by Defendant of the Integration Clause of the written agreement and made the oral agreements an effective part of the written agreement as the "complete and entire agreement", and (8). Defendant's actions and his failure to actually effectively and substantially follow through and perform in a

timely manner with his part of the agreement and bargain with the Plaintiff also constituted a failure of completion of execution of the contract by Defendant and the subsequent conditionally required acceptance of the contract by Plaintiff, based upon Defendant's performance and execution, which would release Plaintiff from liability for Defendant's failure to perform and execute his part of the agreement.

76. Admitted. By way of further reply, Plaintiff avers and positively affirms that the Maximum GVWR that Plaintiff requested and Defendant agreed to supply Plaintiff with in the agreement, was indeed omitted from the paperwork for the purchase of the truck and was indeed as a result of Defendant Rider Ford's fraud and/or misrepresentation. Plaintiff herein incorporates into this paragraph, Paragraph 75, *supra*, of this pleading, as though cited in its entirety. Plaintiff furthermore replies, avers and positively affirms that Defendant Rider Ford's fraud and misrepresentation was due to all the causes as outlined and laid out in Plaintiff's Paragraph 75, *ibid*, of this pleading, above, of fraud in the inducement of a contract, as well also as fraud in the execution of a contract.

77. Admitted with stipulations and provisions. Plaintiff specifically admits the allegations of Defendant in Paragraph 77 of his Answer - New Matters/Statute of Frauds response to Plaintiff's Complaint, with averments and positive affirmation of stipulations and provisions in his reply, that the averment as described by Defendant in his Answer as "*Plaintiff alleges that the his reason for buying the truck was that Defendant Rider Ford indicated that it could be registered with a GVWR high enough to allow Plaintiff to haul loads sufficient to operate his business*", is not a complete answer or response to the matter by Defendant and is only a half truth. By way of further reply, Plaintiff, paraphrasing, avers that, while Defendant indeed stated to Plaintiff that it <u>could</u> register

or be registered with a GVWR high enough to allow Plaintiff to haul loads sufficient to operate his business, as indicated in Paragraph 9 of his Complaint, Rider Ford also represented (as it turned out, falsely) to Plaintiff that it would register it with a "GVWR high enough" so that Plaintiff could haul loads "sufficient to operate his business", and Defendant has turned this statement around and omitted the other half of the truth here. Plaintiff by way of further reply, avers that it was the other way around and that AFTER Plaintiff told Defendant Rider Ford that he wanted Defendant to register the truck with a "GVWR high enough to allow Plaintiff to haul loads sufficient to operate his business" as his reason for buying the truck in the first and only place, as indicated in Paragraphs 36, 38, 44, 57 and 60 of his Complaint, that Defendant ONLY THEN indicated and represented and promised that it *not only* could but would do so and "register the vehicle with a GVWR high enough to allow Plaintiff to haul loads sufficient to operate his business", which turned out to be a false promise and false representation by Defendant. Plaintiff further replies and avers that he indeed did buy the truck for his work and needed the Max GVWR he could get.

78. Admitted with stipulations and provisions. Plaintiff specifically admits the allegations of Defendant in Paragraph 78 of his Answer - New Matters/Statute of Frauds response to Plaintiff's Complaint, with averments and positive affirmation of stipulations and provisions in his reply, that the averment as described by Defendant in his Answer as "*Plaintiff alleges fraud in the inducement of the contract for purchase of the truck*", is not a complete answer or response to the matter by Defendant and is only a half truth that Defendant has prevaricated or distorted by way of omission of certain facts. Plaintiff herein incorporates into this paragraph, Paragraph 75, *supra*, of this pleading, as though

cited in its entirety. By way of further reply, Plaintiff avers that, while he indeed alleges fraud in the inducement of the contract for purchase of the truck, this is only a half-truth and a prevarication and distortion of Defendant, because, as Plaintiff furthermore replies, avers and positively affirms, Defendant Rider Ford's fraud and misrepresentation was due to all the causes as outlined and laid out in Plaintiff's Paragraph 75, *ibid*, of this pleading, above, of ***not just*** **fraud in the inducement of a contract**, ***but also as well***, **fraud in the execution of a contract**.

79. Denied. Plaintiff specifically Denies and objects to as stated and with stipulations and provisions. Plaintiff specifically Denies and objects to as stated the allegations of Defendant in Paragraph 79 of his Answer - New Matters/Statute of Frauds response to Plaintiff's Complaint, with averments and positive affirmation of stipulations and provisions in his reply, that the averment as described by Defendant in his Answer as "*As Plaintiff alleges fraud in the inducement, parol evidence is not admissible to vary a writing which was meant to be the parties' entire contract.*", is not a complete answer or response to the matter by Defendant and is only a half truth that Defendant has prevaricated or distorted by way of omission of certain facts. Plaintiff herein incorporates into this paragraph, Paragraph 75, *supra*, of this pleading, as though cited in its entirety. By way of further reply, Plaintiff avers that, while he indeed alleges fraud in the inducement of the contract for purchase of the truck, this is only a half-truth and a prevarication and distortion of Defendant, because, as Plaintiff furthermore replies, avers and positively affirms, Defendant Rider Ford's fraud and misrepresentation was due to all the causes as outlined and laid out in Plaintiff's Paragraph 75, *ibid*, of this pleading, above, of ***not just*** **fraud in the inducement of a contract**, ***but also as well***, **fraud in the**

execution of a contract. By way of further reply, Plaintiff herein Denies and Objects to Defendant's allegation as stated, because the Defendant's writing, as it appears now and presented in Plaintiff's Complaint at **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D** and **Exhibit E**, ***was not*** the entire contract, since, as Plaintiff has previously shown in Paragraph 75, *supra*, *ibid*, of this pleading, the contract agreement had, not only (1). an oral agreement to supply the omitted GVWR between Plaintiff and Defendant which was waived by Defendant and effectively became a part of the written agreement, in spite of the fraud in the inducement of the contract that resulted from Defendant's oral and verbal misrepresentations that he would perform his part of the bargain to induce Plaintiff to sign the agreement, but also (2). an agreement for an omitted term to be placed in the written agreement, between Plaintiff and Defendant, for Defendant to supply and insert the missing and blank GVWR into the written agreement as part of his obligation that Defendant agreed to do, which Defendant failed willfully or otherwise to insert, by fraud, accident or mistake, and misrepresentation of the term that was fraudulently omitted regarding said GVWR (and other data), as a substantial and material term from the written agreement, thereby resulting in Defendant's fraud (or otherwise accident or mistake) in the execution of the contract; as well as the demonstration by Plaintiff of parol evidence of other oral agreements existing between Defendant and Plaintiff that should have been incorporated but for the fraud, omission, accident or mistake into the writing. Plaintiff further Denies and Objects that the writing, as described and alleged by Defendant in his Answer at Paragraph 79 , was meant to be the parties' entire contract. To the contrary, the Plaintiff avers and positively affirms that the "entire contract" between Plaintiff and Defendant was as described in Plaintiff's Reply at Paragraphs 75,

supra, and this Paragraph 79, of this pleading. Plaintiff , by way of further reply, specifically Denies that the parol evidence in the instant case is not admissible to vary the writing, because as Plaintiff has shown, he has met the criteria for the exception to parol evidence being allowed and admissible when there is also an allegation that a misrepresentation (of a term of the agreement, namely the GVWR in the instant case) was fraudulently omitted from the parties' written contract, as Plaintiff has done.

WHEREFORE, the Plaintiff, David L. Nearhood, hereby requests this Honorable Court to deny Defendant Rider Ford's request for the Court to "*enforce the parties' agreement including the sales agreement and the retail financing agreement as they are written*", and for the Court instead to Order for Plaintiff a jury of his peers to be convened for trial to decide on the matter to set aside the parties' written contract for sale/purchase of the 2006 Ford S-DTY F-250 truck, and for a declaratory judgment that the instruments he signed with the Defendants are null and void, releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the Defendants.

PLAINTIFF'S ANSWER TO DEFENDANT'S ALLEGATION

OF FAILURE TO MITIGATE DAMAGES

80. Plaintiff herein incorporates Paragraphs 1-79 of this Reply herein, as though cited in their entirety.

81. Partly Admitted and partly Denied. Plaintiff herein incorporates and references particularly, Paragraphs 68-69 of this Reply herein, and hereby particularly Admits and Denies as cited in Paragraphs 68-69, *supra*. Plaintiff admits that he spoke with Mr. Dry or came by the Dealership one or more times in February 2007 to let him know that there

was still a problem with the GVWR on the registration being incorrect and that the promised Max GVWR on the registration was still not present or delivered upon, however Plaintiff denies as untrue and incorrect that this was the first time in February 2007 that he had let Defendant and Mr. Dry in particular know that there was a problem with the vehicle registration being incorrect and in particular that Plaintiff's promised Max GVWR on the registration was still not present or delivered as agreed upon. To the contrary of Defendant's assertions here, Plaintiff avers and positively affirms he had first came to the dealership as early as January 18, 2007 (See Paragraph 16, **Exhibit F**, Plaintiff's Complaint) in response to Defendant's agreement after much prodding by Plaintiff to Mr. Dry, to weigh the vehicle and fix the registration problem, after Plaintiff had not yet received the promised registration in the mail but had first discovered the missing blanks within a few days of having taken delivery of the truck on December 30, 2007, in the contract agreement paperwork of the GVWR being absent.

By way of further reply, Plaintiff admits that Mr. Dry indicated to Plaintiff that he should come to the dealership so that the registration could be corrected, but this process began as early as January 18, 2007 as indicated in this Paragraph above, and not in February 2007 as Defendant has falsely insinuated. Plaintiff Denies Defendant's allegation as an OUTRIGHT DISTORTION AND OMISSION, IMPLICATION AND INSINUATION that he [willfully] sic refused in bad faith an invitation in late-February 2007 to come to the Dealership so that Rider Ford could fix the paperwork and supply the proper Max GVWR as agreed. Plaintiff herein replies that Mr. Dry, in late-February, requested that Plaintiff come to the dealership to sign the title, and to pay him to correct the registration, so as to complete the transaction that was past due. Plaintiff politely

declined Mr. Dry's ridiculous "offer" for Plaintiff to pay for Defendant's mistake, especially after all the misrepresentations Mr. Dry had made since the contract signing in December 2006 and due to all the extra expenses that Defendant caused that Plaintiff was forced to be running up to pay for insurance on a vehicle he couldn't use and for the substantial loss of income that Plaintiff had suffered to that date in late-February. Plaintiff avers that because of Defendant's actions and breach of contract and fraudulent misrepresentations, he had to buy a van at auction so as not to be put out of business entirely. Plaintiff further avers and replies that he did not refuse and decline Mr. Dry's "offer" in bad faith, but because the "offer" was ridiculous and absurd that Plaintiff should have to pay for Defendant's mistakes and misrepresentations especially when Plaintiff had already incurred thousands of dollars in extra costs and losses by that time in late-February when the "offer" was made, and Plaintiff reasonably believes that the "offer" was made in bad faith, given the circumstances. To the contrary and on the other hand, it has been Defendant who has refused to cooperate in bad faith with Plaintiff for 3 months until after mid-March 2007, when he finally received on or about March 7, 2007, after 3 months, a new registration, dated March 2, 2007, at an unsatisfactory amount of only 7000 pounds, (whereas Plaintiff had requested 9000 pounds on the registration form, as the Max. GVWR of the Manufacturer that Plaintiff had discovered since the contract signing), until Plaintiff finally grew tired and his patience was exhausted of the Defendant's obfuscations, prevarications and delaying and stalling tactics through several contacts with Plaintiff during that 3 month time period, that finally prompted Plaintiff to begin preparations to file his Complaint in May-June 2007 after having first contacted the state police and DMV in mid-April 2007 to investigate.

82. Denied as stated. By way of further reply, Plaintiff herein incorporates and references particularly, Paragraphs 81 of this Reply above, and hereby particularly Admits and Denies as cited in Paragraphs 81, *supra*. Plaintiff Denies Defendant's allegation as an OUTRIGHT DISTORTION AND OMISSION, IMPLICATION AND INSINUATION that he [willfully] sic refused in bad faith an invitation in late-February 2007 to go to the Dealership to have the necessary paperwork corrected. By way of further reply, Plaintiff avers and positively affirms that he had no desire to further the relationship with the Defendant at that point in time after 2-3 months, given their bad faith conduct towards the Plaintiff, and given that the Defendant wore down Plaintiff's patience and forbearance until after 3 months, Plaintiff finally grew tired and his patience was exhausted due to the Defendant's obfuscations, prevarications and delaying and stalling tactics that lasted through several contacts with Plaintiff during that 3 month time period, and that finally prompted Plaintiff to begin preparations to file his Complaint in May-June 2007 after having first contacted the state police and DMV in mid-April 2007 to investigate.

83. Partly Denied and partly Admitted with stipulations and provisions. Plaintiff herein incorporates and references particularly, Paragraphs 70-71 of this Reply herein, and hereby particularly Admits and Denies as cited in Paragraphs 70-71, *supra*. Plaintiff specifically denies Defendant's allegation that General Manager Mary Ann Amato only became aware that Plaintiff was having a problem with the GVWR on the vehicle registration in mid-April 2007 because Plaintiff lacks specific knowledge or proof to confirm the truth or veracity of Defendant's claim, and Plaintiff demands strict proof thereof as to exactly when she first became aware. By way of further reply, Plaintiff herein avers and positively affirms that he contacted the Pennsylvania State Police on or

about April 16, 2007, after having been advised by the state Attorney General's office sometime in early-March - April 2006 that they could not and would not help him on his Consumer Complaint against Defendant that he had filed on March 1, 2007, (See Plaintiff Complaint, **Exhibit G**) and only after they had told Plaintiff and advised him that the Pennsylvania State Police was the only agency with exclusive state jurisdiction to handle vehicle registration problems with a auto dealership that could help him. Plaintiff would note, for the Court record, that if Defendant's claim is true that Defendant's Management only became aware of the problem in mid-April 2007, and not from any earlier contact with Mr. Dry's office or the Attorney General's office, it was because the State Police had contacted and visited them on April 16, 2007 at their offices to talk to Ms. Amato (See Plaintiff's Response to Preliminary Objections of Defendant Rider Ford, Inc., **Exhibit A** - Official Investigative Report). By way of further reply, Plaintiff admits that in April, the Defendant decided that they would again try to succor the sale or attempt to legitimize it by paying for the transaction correction of their mistake, themselves, IN APRIL, over 4 months AFTER Plaintiff purchased and took delivery of the truck, instead of demanding as they previously did before, that Plaintiff pay for it, (See Paragraph 81, supra, of this Reply).

Plaintiff specifically admits the allegations of Defendant in Paragraph 83 of his Answer - New Matters response to Plaintiff's Complaint, with stipulations and provisions in his reply, that Ms. Amato contacted Plaintiff via telephone in sometime in late-April with her offer for Defendant to correct the registration and pay for the registration and increase in GVWR and that Plaintiff politely refused her offer. By way of further reply, Plaintiff avers and positively affirms that he refused this offer as woefully inadequate

because Plaintiff's costs, hassles, expenses, losses and damages at that time far exceeded the value of Defendant's pathetic offer to pay the token amount of the cost of the GVWR fee increase of around $200.00, from Defendant's refusal and unwillingness to cooperate with Plaintiff for 3 months with Mr. Dry's office until ONLY AFTER the State Police had paid the Dealership and Ms. Amato and Mr. Dry. a visit and urged them to correct the paperwork violations in the vehicle registration, (see Plaintiff's Response to Preliminary Objections of Defendant Rider Ford, Inc., **Exhibit A** - Official Investigative Report). Plaintiff further avers and positively affirms that Defendant began to allege to other parties that they were or had been "cooperating" OR would then begin to "cooperate" with Plaintiff to allegedly attempt to resolve the weight classification issue ONLY AFTER they were contacted by Mr. Timothy Shirey and the Attorney General's office in early-March -April 2007 and ONLY AFTER they were paid a visit by the State Police on April 16, 2007, and ONLY AFTER substantial damage had already been done to Plaintiff causing him great losses, time and extra expenses, and even then ONLY AFTER they had stonewalled Plaintiff for over 3 months and had failed to cooperate with Plaintiff in any meaningful way to timely resolve the issue during this period BEFORE Plaintiff's losses and damages began to accrue to ever larger amounts, and Plaintiff STILL EVEN THEN had no valid and adequate registration to legally haul loads, and STILL EVEN AFTER ALL THAT, Defendant's "Best Offer" was to merely offer or agree to pay Plaintiff's registration fee for a token amount of $200.00 or so to "fix the problem" too late, without their offering to compensate him for his other substantial far larger costs or losses he incurred as a direct result of Defendant's actions, (see Response to Preliminary Objections, Investigative Report, **Exhibit A**, *ibid*). Plaintiff further avers, positively

affirms and replies that at that point in time, Plaintiff did not want any more dealings with the Defendants and particularly also Rider Ford, Inc, since he realized any further efforts would be futile to be able to attempt to recover his costs and losses from Defendant for Defendant's bad faith actions and stonewalling in this whole matter without filing a civil lawsuit. Furthermore, Plaintiff avers and positively affirms that he was then in the midst of preparing his legal response in the Civil Action and was awaiting the results of the State Police Trooper Michael A. Greene in his official State Agency Investigation, after having been advised by Trooper Greene that he could also proceed civilly. Furthermore, Plaintiff avers and positively affirms that the truck was purchased on December 30, 2006, so Defendant's pitiful and token attempts to deliver the owner's manual and the proper weight rating and to complete the paperwork and considering Defendant's offer to compensate Plaintiff only $200.00 or so to pay for the weight increase only, and considering after Defendant's having stonewalled Plaintiff for 3 months and having substantially driven up his costs, losses and expenses due to Defendant's bad faith conduct, and considering Plaintiff's losses of income and other damages, and considering the Defendant having misrepresented the registration transfer and having allowed Plaintiff to drive around illegally until Plaintiff discovered the vehicle was not legally registered or the title transferred until March 2, 2007, the Defendant's offer was woefully inadequate and no longer acceptable, and the Plaintiff rightfully refused the Defendant's offer, and then filed Civil suit against Defendant in the Court of Common Pleas for damages.

84. Denied as stated. Plaintiff Denies Defendant's allegation as stated as an OUTRIGHT DISTORTION AND OMISSION, IMPLICATION AND INSINUATION that he

[willfully] sic refused in bad faith an invitation in late-February 2007 to come to the Dealership so that Rider Ford could fix the paperwork and supply the proper Max GVWR as agreed. Plaintiff herein replies that Mr. Dry, in late-February, requested that Plaintiff come to the dealership to sign the title, and to pay him to correct the registration, so as to complete the transaction that was past due. Plaintiff politely declined Mr. Dry's ridiculous "offer" for Plaintiff to pay for Defendant's mistake, especially after all the misrepresentations Mr. Dry had made since the contract signing in December 2006 and due to all the extra expenses that Defendant caused that Plaintiff was forced to be running up to pay for insurance on a vehicle he couldn't use and for the substantial loss of income that Plaintiff had suffered to that date in late-February. Plaintiff avers that because of Defendant's actions and breach of contract and fraudulent misrepresentations, he had to buy a van at auction so as not to be put out of business entirely. Plaintiff further avers and replies that he did not refuse and decline Mr. Dry's "offer" in bad faith, but because the "offer" was ridiculous and absurd that Plaintiff should have to pay for Defendant's mistakes and misrepresentations especially when Plaintiff had already incurred thousands of dollars in extra costs and losses by that time in late-February when the "offer" was made, and Plaintiff reasonably believes that the "offer" was made in bad faith, given the circumstances. To the contrary and on the other hand, it has been Defendant who has refused to cooperate in bad faith with Plaintiff for 3 months until after mid-March 2007, when he finally received on or about March 7, 2007, after 3 months, a new registration, dated March 2, 2007, at an unsatisfactory amount of only 7000 pounds, (whereas Plaintiff had requested 9000 pounds on the registration form, as the Max. GVWR of the Manufacturer that Plaintiff had discovered since the contract signing), until Plaintiff

finally grew tired and his patience was exhausted of the Defendant's obfuscations, prevarications and delaying and stalling tactics through several contacts with Plaintiff during that 3 month time period, that finally prompted Plaintiff to begin preparations to file his Complaint in May-June 2007 after having first contacted the state police and DMV in mid-April 2007 to investigate. By way of further reply, Plaintiff avers that he was done with the Defendant's bad faith dealings at this point because Plaintiff was unable to get resolution of the problem for 3 months with Defendant and Plaintiff had further determined that his only option was to file a Civil lawsuit after having been advised by Trooper Michael A. Greene of the situation and his options in mid-April 2007.

85. Denied. Plaintiff specifically denies Defendant's allegation as an OUTRIGHT DISTORTION AND PREVARICATION OF DEFENDANT that Plaintiff at all times relevant, failed to contact PENNDOT to inquire as to the procedure for increasing the GVWR. By way of further reply, Plaintiff avers and positively affirms that Plaintiff did ask about the procedure to correct the GVWR and was told that it had to be done on both an MV-41 Form for the vehicle registration as well as on the title also, which he would not receive free and clear for 8 years, and that it was ONLY the registered titleholder (i.e., the lien holder) of the vehicle who could do this on the title, who was and is the Defendant Rider Ford, per information Plaintiff received from Trooper Michael A. Greene. By way of further reply, Plaintiff gives mandatory judicial notice to this Court and avers that this information that Plaintiff obtained, which Defendant is aware of but who has conveniently and deliberately ignored this information in its bad faith accusations of Plaintiff's actions herein at his Paragraph 85 in his Answer, is actually found at Plaintiff's Complaint, **Exhibit I**, and at Paragraph 20, which Defendant

succeeded in having struck from the Complaint.

86. Denied. Plaintiff specifically denies Defendant's as baseless an frivolous, his allegations in its Answer at Paragraph 86 that Plaintiff at all times relevant, failed to complete and submit the proper paperwork to PENNDOT to have his registration and title corrected to the required GVWR. By way of further reply, Plaintiff has shown in his Complaint and in this Pleading, that it was not up to the Plaintiff to correct the Defendant's errors in the GVWR on the Plaintiff's registration and title, since it was at all times relevant, his sole responsibility to do so, due to his breach of contract and contract fraud and misrepresentation with respect to his willful or otherwise failure via fraud, accident or mistake of terms in having omitted to perform to his obligations, promises and agreement with Plaintiff to insert and supply the missing GVWR term and to have timely fixed the registration subsequently. Plaintiff hereby further avers and positively asserts that it contrariwise, was the Defendant at all times relevant, who had the responsibility to, but who failed to timely complete within 2-3 months of purchase, and who also failed to timely submit the proper paperwork to PENNDOT to have Plaintiff's registration and title transferred to Plaintiff until March 2, 2007, and who also failed to have it be timely corrected to the required GVWR beforehand, per his agreement and obligation to Plaintiff to do so. Plaintiff furthermore avers and replies that Plaintiff is NOT a professional auto trader who has the ability to do what only the Defendant Rider Ford who is a professional auto trader and the lienholder, could do, and who should have timely done what he was required and obligated and responsible for to do, and have timely supplied the Max. GVWR term for Plaintiff via his agreement with him.

87. Denied as stated. Plaintiff specifically denies Defendant's allegations herein that Plaintiff

at all times relevant, has refused the offers of Defendant Rider Ford to correct the GVWR so that the truck could be used as Plaintiff desires. Plaintiff herein incorporates Paragraphs 70 and 71 and Paragraphs 83 and 84 of this Reply herein, as though cited in their entirety. By way of further reply, Plaintiff hereby avers and positively affirms that due to the Defendant's bad faith conduct as described throughout in this Pleading and in Plaintiff's Complaint, and particularly due also to the averments of Plaintiff in Paragraphs 70 and 71 and Paragraphs 83 and 84 of this Reply herein, and where Plaintiff also described his good faith efforts to actually attempt to work with Defendant for at least 2-3 months to get the problem of the GVWR resolved to no avail; the Plaintiff then declined Defendant's "offers" for just cause, as outlined in the above paragraphs that one offer was unjustly having Plaintiff pay for Defendant's fraud or mistakes, and the second offer was woefully inadequate in that it fell far short in compensating Plaintiff's losses for Defendant's token offer to only pay the $200 or so cost of the upgraded registration; and Plaintiff therefore reluctantly, thus no longer desired to do any business with the Defendants, but had no choice, and at that point, had no longer any obligation to do so with any such business with Defendants, and due to Defendants' breach of contract and fraud and misrepresentations, which invitiates the contract and its obligations upon Plaintiff in any event.

88. Denied as described. Plaintiff specifically denies that he has "failed" as Defendant has described Plaintiff actions in his alleged failure and refusal to "mitigate damages that he alleges are still accruing". Plaintiff herein incorporates his Answers in in Paragraphs 1-87 and in particular Paragraphs 80-87 of this Reply, as though cited in their entirety. By way of further reply, Plaintiff herein avers and positively affirms that Plaintiff in good faith

attempted to work with Defendant for almost 3 months to alleviate problem but that Defendant failed to do so, and to the contrary, he acted in bad faith, as has been outlined and established in this pleading, As a result, Plaintiff in his last motion, said he is ready to proceed to trial and to let a jury decide the damages rather than the self-serving pronouncements of Defendant.

WHEREFORE, the Plaintiff, David L. Nearhood, hereby requests this Honorable Court to deny Defendant Rider Ford's request for the Court to "'*ban all damages requested in this case' and 'In the alternative, to deny Defendant's request to limit any damages to those that can actually be proven by Plaintiff to have been sustained in January and February of 2006*'", and for the Court instead to Order for Plaintiff a jury of his peers to be convened for trial to decide on the matter that the Plaintiff seeks judgment against Defendants, jointly and severably, for award of damages plus reimbursement of costs and expenses together with accrued interest.

Respectfully submitted,

Dated: Dec. 19, 2007 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing PLAINTIFF'S REPLY TO ANSWER AND ANSWER TO NEW MATTER are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Dec. 19, 2007 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**: Pa.R.C.P. Rule 1017(a)(2)**
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Dec. 19, 2007, a copy of the attached **PLAINTIFF'S REPLY TO ANSWER AND ANSWER TO NEW MATTER** by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Dec. 19, 2007 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

Plaintiff

FILED
DEC 19 2007
0/3:55(w
William A. Shaw
Prothonotary/Clerk of Courts
3 CERT TO PLFF

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**: JURY TRIAL DEMAND**
	: Pa.R.C.P., Rule 1007.1 (a)
	:
Defendants	**:**

NOTICE AND DEMAND FOR JURY TRIAL

COMES NOW the Plaintiff in this action, David L. Nearhood, and hereby gives and makes written notice and demand and declaration with his **NOTICE AND DEMAND FOR JURY TRIAL pursuant to Pa.R.C.P., Rule 1007.1 (a), that he is reserving all Rights to a Trial by Jury, and waives none, and whenever and in whatever capacity, venue and jurisdiction this case comes up for trial, the Plaintiff is hereby demanding a Trial by Jury.**

Respectfully submitted,

Dated: 12-19-07 by David L. Nearhood
David L. Nearhood
Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**: JURY TRIAL DEMAND**
	: Pa.R.C.P., Rule 1007.1 (a)
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Dec. 19, 2007, a copy of the attached **NOTICE AND DEMAND FOR JURY TRIAL** by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Dec. 19, 2007 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
Plaintiff	**: BREACH OF CONTRACT : ACTION - EX CONTRACTU**
vs	**:**
RIDER FORD, INC., a/k/a RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**: Pa.R.C.P. Rule 1003, Rule 248**
Defendants	**:**

ORDER

AND NOW, this 20 day of December, 2007, in due consideration of the Plaintiff's APPLICATION TO EXTEND TIME TO FILE PLAINTIFF'S REPLY TO ANSWER AND ANSWER TO NEW MATTER,

IT IS ORDERED that Plaintiff's Application / Motion is hereby GRANTED; and the time is hereby extended ~~by a maximum of~~ ~~days~~ to Dec 31ST, 2007, or until the day of filing of his Pleading if Plaintiff files it sooner than the deadline of the extended date given above.

By the Court,

_____,J
Fredric J. Ammerman

FILED
DEC 21 2007
William A. Shaw
Prothonotary/Clerk of Courts

12-21-07

Counsel 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:

FILED

DEC 21 2007

William A. Shaw
Prothonotary/Clerk of Courts

FILED
DEC 26 2007
11:45
William A. Shaw
Prothonotary/Clerk of Courts
1 cert to Atty

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

DAVID L. NEARHOOD
Plaintiff

vs.

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORP.,

Defendants

No. 2007-908-CD

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06101364

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

CACV OF COLORADO, LLC

Plaintiff

vs.

No. 2007-908-CD

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORP.,

Defendants

AFFIDAVIT OF SERVICE OF ORDER OF COURT

BEFORE ME, the undersigned authority, personally appeared James C. Warmbrodt, Esquire, who according to law deposes and says that a copy of the Order of Court has been served on the Plaintiff, David L. Nearhood.

1. On or about December 13, 2007, Defendant received a signed Order of Court granting Defendant, Citizens Auto Finance Corp., the Motion for an Extension to File an Answer before December 30, 2007. Said Order of Court is attached as Exhibit "1".

2. On or about December 14, 2007, Defendant mailed the Order of Court to 1223 Oak Grove Road, Morrisdale, PA. 16858.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06101364

Sworn to and subscribed
before me this 18
day of December, 2007.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wayne A. Jones, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires June 29, 2010
Member, Pennsylvania Association of Notaries

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

ORDER OF COURT

AND NOW, this 11 day of Dec., 2007, it is ORDERED, ADJUDGED and DECREED that the Motion for an Extension to File an Answer filed by the Defendant, Citizens Auto Finance Corp., be and hereby is GRANTED, and said Defendant is hereby directed to file its Answer herein on or before December 30, 2007.

By the Court:

/S/ Fredric J Ammerman

_____J.

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

DEC 12 2007

Attest. William L. Shaw
Prothonotary/
Clerk of Courts

EXHIBIT
"1"

06101364
JLW

FILED

DEC 26 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

FILED
DEC 26 2007
m/8:45/cc
William A. Shaw
Prothonotary/Clerk of Courts
No c/c

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

ANSWER, NEW MATTER, NEW MATTER PURSUANT TO PA.R.C.P. 2252(d) AND COUNTERCLAIM

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

FILED ON BEHALF OF
Citizens Auto Finance Corp.,
Defendant

COUNSEL OF RECORD OF THIS PARTY:

JAMES C. WARMBRODT, ESQUIRE
PA I.D.#42524
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR# 6101364

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

DAVID L NEARHOOD

Plaintiff

vs. Civil Action No. 2007-908-CD

RIDER FORD, INC AND
CITIZENS AUTO FINANCE CORP

Defendant

COMPLAINT AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

NOTICE TO PLEAD

To: DAVID L. NEARHOOD and RIDER FORD, INC.:

You are hereby notified to file a written response to the within Answer, New Matter and New Matter Pursuant to Pa.R.C.P. 2252(d) within twenty (20) days from service hereof or a judgment may be entered against you.

JAMES C. WARMBRODT,
ESQUIRE
PA I.D.47437
Weltman, Weinberg & Reis Co.,
L.P.A.
2718 Koppers Building
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

ANSWER, NEW MATTER, NEW MATTER PURSUANT TO PA.R.C.P. 2252(d) AND COUNTERCLAIM

AND NOW, comes the Plaintiff, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and in support of its Answer, New Matter, New Matter Pursuant to Pa.R.C.P. 2252(d) and Counterclaim represents as follows:

1. Admitted.
2. Admitted.
3. Denied as stated. The correct designation of this Defendant is "Citizens Automobile Finance Inc.", and the correct address for this Defendant is 480 Jefferson Blvd., RJE 350, Warwick, RI 02886.
4. It is admitted that Plaintiff signed the "Buyer's Order" that is attached to the Complaint as Exhibit "A". The remaining averments refer to a document, which document speaks for itself, and therefore no further response is required. To the extent that a response may be required, it is denied that Plaintiff made a cash

downpayment in the amount of $6,500.00. In fact, as averred by Plaintiff in Paragraph 28 of his Complaint, the amount of Plaintiff's downpayment was $2,000.00.

5. It is admitted that Plaintiff signed the Retail Installment Contract that is attached to the Complaint as Exhibit "B". It is admitted that no officer or employee of this Defendant was present at the signing of the Retail Installment Contract by the Plaintiff. The remaining averments refer to a document, which document speaks for itself, and therefore no further response is required. To the extent that a response may be required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments, as those averments are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial.
6. Denied as conclusions of law.
7. Denied as conclusions of law.
8. Denied as conclusions of law.
9. It is admitted that Exhibit "C" attached to the Complaint is the Application for Title for the vehicle in question, which document speaks for itself. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

10. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. To the extent that a response may be required, Plaintiff's averments are denied as conclusions of law.

11. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. To the extent that a response may be required, Plaintiff's averments are denied as conclusions of law.

12. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. To the extent that a response may be required, Plaintiff's averments are denied as conclusions of law.

13. It is admitted that Exhibit "D" attached to the Complaint is the Odometer Disclosure Statement for the vehicle in question, which document speaks for itself. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial.

14. It is admitted that Exhibit "E" attached to the Complaint is the Pennsylvania Notice To Applicant Buyer Optional Products Not Required To Obtain Financing that was received by Plaintiff, which document speaks for itself. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

15. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

16. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

17. No response is required, pursuant to this Honorable Court's order of October 19, 2007.

18. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

19. It is admitted that Plaintiff has made no payments to Defendant as required under the Contract. The remainder of Plaintiff's averments are denied as conclusions of law.

20. No response is required, pursuant to this Honorable Court's order of October 19, 2007.

21. No response is required, pursuant to this Honorable Court's order of October 19, 2007.

22. To the extent that Plaintiff is consenting to the surrender of the vehicle to Defendant, Defendant wishes to recover possession of its collateral. The remainder of Plaintiff's averments are denied as conclusions of law.

23. Denied as conclusions of law.

24. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments, as the matters averred are within the knowledge, custody and control of parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

25. Denied as conclusions of law.

26. Denied as conclusions of law.

27. Denied as conclusions of law.

28. Denied as conclusions of law. To the extent that a response may be required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments, as the matters averred are within the knowledge, custody and control of parties other than this Defendant, and strict proof thereof is demanded at the time of trial.

29. Denied as conclusions of law.

30. The averments contained in Paragraphs 30 through 62 are denied as conclusions of law.

WHEREFORE, Defendant demands that judgment be entered in favor of the Defendant and against the Plaintiff.

NEW MATTER

31. The averments contained in Paragraph 1 through 30, above, are incorporated herein by reference thereto as though herein set forth at length.

32. Plaintiff's Complaint fails to state a cause of action.

33. Plaintiff's Complaint is barred by the statute of limitations.

34. Plaintiff's Complaint is barred by the statute of frauds.

35. Plaintiff's Complaint is barred by the doctrine of laches.

36. Plaintiff's Complaint is barred by his failure to mitigate damages.

37. Plaintiff's Complaint is barred by the doctrine of estoppel.

WHEREFORE, Defendant demands that judgment be entered in favor of the Defendant and against the Plaintiff.

NEW MATTER PURSUANT TO PA.R.C.P. 2252(d)

38. The averments contained in Paragraph 1 through 37, above, are incorporated herein by reference thereto as though herein set forth at length.

39. To the extent that judgment is entered in favor of the Plaintiff, the entitlement to which judgment is specifically denied, Defendant, Rider Ford, Inc. is alone liable to the Plaintiff, or is liable over to this Defendant, or is jointly or severally liable with this Defendant.

WHEREFORE, Defendant demands that judgment be entered in favor of the Defendant and against the Plaintiff.

COUNTERCLAIM

COUNT I – IN REPLEVIN

CITIZENS AUTOMOBILE FINANCE, INC. V. DAVID L. NEARHOOD

40. The averments contained in Paragraph 1 through 39, above, are incorporated herein by reference thereto as though herein set forth at length.
41. Defendant is the holder of a Retail Installment Contract and Security Agreement secured by a vehicle, duly executed and delivered by Plaintiff in favor of Rider Ford, Inc., on or about December 30, 2006. A true and correct copy of the Retail Installment Contract is attached hereto, marked as Exhibit "1" and made a part hereof.
42. Pursuant to the Retail Installment Contract, Defendant took possession of the vehicle, more particularly described in the Retail Installment Contract as a 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026.
43. Rider Ford, Inc., subsequently assigned its right, title and interest in the Retail Installment Contract to this Defendant.
44. Pursuant to the Retail Installment Contract, Plaintiff was to make eighty-four (84) consecutive monthly payments of $349.88 beginning January 29, 2007.

45. Defendant maintains a first lien on the aforesaid vehicle by virtue of the Certificate of Title issued by the Commonwealth of Pennsylvania Department of Transportation, a true and correct copy of which is attached hereto, marked as Exhibit "2" and made a part hereof.

46. Plaintiff is in default of the terms and conditions of the Contract because Plaintiff has failed to make the required monthly payments.

47. Defendant is entitled to immediate possession of said vehicle to which Defendant holds a security interest and any proceeds of the vehicle, including insurance proceeds, by virtue of Plaintiff's default.

48. The total unpaid principal amount due by Plaintiff to Defendant under the Retail Installment Contract as of May 31, 2007 was $22,922.21.

49. Defendant avers that the Retail Installment Contract provides for finance charges at the rate of 8.49% per annum.

50. Defendant has performed all conditions precedent as holder of all right, title and interest in the collateral, but Plaintiff wrongfully remains in possession of the vehicle.

WHEREFORE, Defendant prays for judgment in its favor and against the Plaintiff, David L. Nearhood, in Count I for possession of the vehicle, more particularly identified as a 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026.

COUNT II– IN CONTRACT FOR IN PERSONAM DAMAGES

CITIZENS AUTOMOBILE FINANCE, INC. V. DAVID L. NEARHOOD

51. The averments contained in Paragraph 1 through 50, above, are incorporated herein by reference thereto as though herein set forth at length.

52. In the alternative to Count I, Defendant pleads an action in contract as the result of Plaintiff's default under the Retail Installment Contract for the accelerated balance due under the Retail Installment Contract of $22,922.21, plus additional finance charges at the rate of 8.49% per annum from May 31, 2007.

53. Pursuant to the Retail Installment Contract, Plaintiff has agreed to pay to Defendant its reasonable attorneys' fees and costs of retaking possession of the collateral.

54. Defendant avers that such attorneys' fees amount to $1,500.00 to date.

WHEREFORE, Defendant prays for judgment in its favor and against the Plaintiff, David L. Nearhood, in Count II in the amount of $22,922.21, plus additional finance charges at the rate of 8.49% per annum from May 31, 2007, plus reimbursement of the expenses for retaking possession of the collateral, plus attorneys' fees of $1,500.00 plus costs.

Respectfully submitted,

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:_____

JAMES C. WARMBRODT, ESQUIRE
PA I.D. 47437
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building

Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

HGF 10/04

Citizens Automobile Finance Corp.

RETAIL INSTALLMENT CONTRACT

PA

Dealer Number _____ 12/30/2006

Buyer: DAVID L NEARHOOD 1223 OAK GROVE ROAD MORRISDALE PA 16858
(Print Full Name and Address of Principal Residence)

Co-Buyer: _____
(Print Full Name and Address of Principal Residence)

Creditor-Seller: RIDER FORD 1001 WALTON ST PHILIPSBURG PA 16866
(Print Full Name and Address)

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee ("Assignee").

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW	2006	FORD TRUCK S-DTY F-250	REG CAB	S 1FTNF21506EB63026	

If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for ☐ personal, family or household, or ☐ business purposes

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 6500.00
8.49%	$ 7287.42	$ 22102.50	$ 29389.92	$ 35889.92

PAYMENT SCHEDULE: Your payment schedule will be 84 monthly payments of $ 349.88 each, due on the same day of each month starting on 01/29/2007

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased

LATE FEE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price of Vehicle (including any accessories, installation, services, repairs, taxes and other permitted costs):		$ 28509.00 (1)
2. Downpayment:		
A. Trade-in. Your Trade-in is a _____ Year Make Model VIN		
Gross Allowance $ N/A less Amount Owing $ N/A equals Net Trade-in $ N/A		
(If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-in and enter excess as Prior Credit or Lease Balance in Item 4D)		
B. Cash Downpayment	$ 2000.00	
C. Manufacturer's Rebate Applied to Downpayment	$ 4500.00	
D. Total Downpayment (A plus B plus C)		$ 6500.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2D):		$ 22009.00 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf:		
A. Amounts Paid to Insurance Companies (Amounts paid to Insurance Companies as per insurance disclosures below)*:		
1. Optional Credit Life Insurance	$ N/A	
2. Optional Credit Accident and Health Insurance	$ N/A	
B. Amounts Paid to Public Officials:		
1. Government License and/or Registration Fees	$ 6.00	
2. Certificate of Title Fees	$ 22.50	
3. Lien Recording Fees	$ 5.00	
4. UCC Filing Fees	$ N/A	
5. Other (Specify)	$ N/A	
6. Other (Specify) PA TIRE TAX	$ 9.00	
C. Seller's Documentary Fee (not a governmental fee)	$ 55.00	
D. Other Charges (Describe who will receive payment and purpose)		
1. To N/A For Prior Credit or Lease Balance	$ N/A	

EXHIBIT

2. To N/A For N/A $ N/A

3. To N/A For N/A $ N/A

4. To N/A For N/A $ N/A

E. Total Other Charges and Amounts Paid to Others on Your Behalf (A plus B plus C plus D) $ 93.50 (4)

5. Amount Financed / Unpaid Balance (3 plus 4E): $ 22102.50 (5)

6. Finance Charge $ 7287.42 (6)

7. Time Balance $ 29389.92 (7)

8. Payment Schedule: One payment of $ 349.88 and 83 payments of $ 349.00 each, beginning 01/29/2007 and due on the dates shown in the PAYMENT SCHEDULE above.

*To the extent permitted by applicable law, we may be receiving a portion of these amounts.

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth In Lending Disclosures Box shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th (1/366th in a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is $1.00 or more) after you make your last payment; we will advise you of any additional amount owed (if it is $1.00 or more). There is a possibility that a supplemental payment of interest might be due if earlier payments were received after their due date.

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

N/A
(Street and Town)

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

☐ Life (☐ Buyer ☐ Co-Buyer ☐ Both) at a premium of $ N/A for a term of N/A.

Credit life insurance will pay your debt on this Contract up to $ N/A.

☐ Disability, Accident and Health (Buyer Only) at a premium of $ N/A for a term of N/A.

Credit disability, accident and health insurance will pay your debt on this Contract up to $ N/A.

The name of the insurer is N/A (Name) of (Home Office Address).

Buyer Signature Date Co-Buyer Signature Date

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

DUE TO THE PASSAGE OF THE "USA PATRIOT ACT" WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING

VERIFICATION OF CUSTOMER IDENTITY - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. In all cases, the protection of our customer's identity and confidentiality is our pledge to you

The Annual Percentage Rate may be negotiable with the Creditor-Seller. The Creditor-Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER.
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer Signs X David L Nearhood 12/30/2006 Co-Buyer Signs _____

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND A COPY OF THE CITIZENS FINANCIAL GROUP, INC. PRIVACY NOTICE AT THE TIME YOU SIGN THE CONTRACT.

➡ X David L Nearhood 12-29-06 ➡ _____

Buyer's Signature Date (Co) Buyer's Signature Date

Creditor-Seller Signs _____ Date

By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

ORIGINAL

CC216300 (1004)

You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or

OTHER IMPORTANT AGREEMENTS:

OWNERSHIP AND RISK OF LOSS: You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or missing. You agree not to sell, transfer, or remove the vehicle from the United States for more than 30 days without our written permission. You agree to maintain the vehicle in good condition and repair, except wear and tear caused by ordinary use. We may inspect the vehicle at any reasonable time. You will not expose the vehicle to misuse or confiscation or permit anyone to use the vehicle for any unlawful purpose. You will keep the vehicle free of any claims and seizures by any government authority. You will not rent the vehicle to others or carry passengers for hire. If we pay any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you will repay the amount when we ask for it. You will immediately notify us of any change in the address of your principal residence or the address where the vehicle is regularly located.

SECURITY INTEREST: You are giving us a security interest in: the vehicle being purchased; all proceeds of the vehicle; all accessions; and any attachments, accessories, or equipment affixed to the vehicle within ten days of this Contract. The security interest also covers: (1) insurance premiums returned to us; (2) proceeds of insurance policies on the vehicle, and (3) proceeds of any insurance policies on your life or health financed in this Contract. This security interest secures payment of all amounts you owe in this Contract and in any transfer, renewal, extension, modification, refinancing, or assignment of this Contract. It also secures your other agreements in this Contract. For purposes of this Contract, we agree to forego any security interest you may have given under another agreement which secures your obligation under this Contract. You will cause or cooperate in causing our security interest (lien) on the vehicle to be shown on the title. You will not allow any subordinate or other liens to be placed on the vehicle.

REQUIRED PHYSICAL DAMAGE INSURANCE: You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this Contract. You may obtain this insurance from any insurer you choose that is acceptable to us. You will make us loss payee and provide evidence of insurance. At any time during the term of this Contract, if you do not have physical damage insurance which covers both your and our interests in the vehicle, then we may buy it for you. If we do not buy physical damage insurance which covers both interests in the vehicle, we may, if we decide, buy insurance which covers only our interest, as permitted by applicable law.

We are under no obligation to buy any insurance, but may do so if we desire. If we buy either of these coverages, we will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a Finance Charge at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that we can use any insurance settlement either to repair the vehicle or to apply to your debt.

INSURANCE CHARGES RETURNED TO US: If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance covering only our interest in the vehicle. Any refund on optional insurance we obtain will be credited to your account or returned to you. Any insurance charges returned to us and credited to your account will be applied to as many of your installments as they will cover, beginning with the final installment.

SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT: You have the right to prepay this Contract in whole or in part at any time and you will not be charged a penalty for any such prepayment. If you are default, you may have the right to reinstate this Contract or if your property has been repossessed you may have the right under the law to receive back your property and to reinstate this Contract.

DEFAULT: You are in default if: (1) you fail to make a regularly scheduled installment payment when due; (2) any event occurs which substantially impairs the value of the vehicle; or (3) you breach any of your agreements or obligations under this Contract or if you die.

REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE: If you are in default, we can, upon written notice to you and subject to any right you may have to cure the default, demand that you pay all you owe on this Contract at once. If you fail to pay, you will be liable for interest at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law.

REPOSSESSION OF THE VEHICLE: Repossession means our taking the vehicle from you. If you are in default, we can repossess the vehicle upon written notice to you as required by law and subject to your rights to cure the default. To take the vehicle we can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal property in the vehicle, we will hold such property for the period required by law. If you fail to claim such personal property within such period, this property will be disposed of in the same manner as the vehicle. Any proceeds of such property will be applied to pay any amounts you still owe to us. Any accessories, equipment or replacement parts will remain with the vehicle.

GETTING THE VEHICLE BACK AFTER REPOSSESSION: If the vehicle has been repossessed, we may, but are not required to, allow you to reinstate this Contract and return the vehicle to you provided that you pay all past due installments, accrued late charges and agree with us on mutually satisfactory arrangements, and, if default at the time of repossession exceeded 15 days, also pay us expenses of retaking, repairing and storage authorized by law. If we do not allow you to reinstate this Contract, you may redeem the vehicle and end the Contract by payment of either of the following amounts, as applicable; (i) when default at the time of repossession was less than 15 days, the unpaid time balance plus any accrued default charges authorized by law plus any other amounts lawfully due under this Contract, excluding costs of retaking, repairing and storage; or (ii) when default at the time of repossession exceeded 15 days, the unpaid time balance, plus any accrued default charges authorized by law, plus costs of retaking, repairing, repossession and storing authorized by law, plus any other amount lawfully due under the Contract. Your right to redeem will end when the vehicle is sold.

SALE OF THE REPOSSESSED VEHICLE: We will send you a written notice of sale within the time period required by law before selling the vehicle. If you do not redeem the vehicle by the date on the notice, we can sell it at a public or private sale. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of sale will be figured this way: Any charges permitted by law for retaking, storing and repairing the vehicle, and any other charges permitted by law will be subtracted from the selling price. If you owe us more than the net proceeds of sale, you will pay us the deficiency. In any action we bring for a deficiency, you are entitled to have the reasonable value of the vehicle at the time of resale determined by the court, and if the value determined by the court is higher than the resale price, the higher value will be credited to the amounts you owe us. If you owe us less than the net proceeds of sale, we owe you the difference, unless someone else has an interest in the vehicle. For example, we may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, to the extent allowed by law you will pay us the difference between the net proceeds of sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to this Contract, until you do pay all you owe to us.

COLLECTION COSTS: If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorneys' reasonable fees and any court costs to the extent permitted by law.

LATE CHARGE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment. The late charge may be computed on the basis of a full calendar month for any fractional month period in excess of 10 days.

RETURNED CHECK FEE: To the extent permitted by law, you agree to pay those costs we actually incur and do not retain in connection with a check you give us that is returned for non-sufficient funds.

DELAY IN ENFORCING RIGHTS AND CHANGES OF THIS CONTRACT: We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, we can extend the time for making some payments without extending others. Any change in terms of this Contract must be in writing and signed by us. No oral changes are binding. If any provision of this Contract conflicts with applicable law, it will be considered modified to comply with that law and the remaining provisions shall continue.

WARRANTIES SELLER DISCLAIMS: You understand that the Seller is not offering any express warranties unless the Seller extends a written warranty. This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

RIGHT TO OFFSET: To the extent permitted by operation of law, if you are in default, we can subject to your right to cure the default, pay all or part of the amounts owed under this Contract from any deposits or funds that you have with us without telling you ahead of time.

CREDIT INFORMATION: You agree that we or our affiliate providing servicing or to whom this contract may be assigned may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application, and any, update, renewal, refinancing, modification or extension of this Contract. If you ask, you will be told the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify employment, pay, assets and debts. Anyone receiving a copy of this is authorized to provide us with such information. You agree that, to the extent permitted by law and as disclosed in our privacy notice, we, our assignee, any of our affiliates, and others may exchange credit, account and financial information about you.

NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

GOVERNING LAW: This Contract is governed by the law of Pennsylvania, and is the entire agreement between you and us.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of Buyer and Co-Buyer under the above Retail Installment Contract ("the Contract"), accept all provisions of the Contract and waive notice of

has been made or undertaken and whether or not suit has been brought against Buyer or Co-Buyer or any guarantor of the Contract. Undersigned shall be primarily and jointly and severally liable with Buyer and Co-Buyer for full performance of Buyer's and Co-Buyer's obligations under the Contract.

SIGNATURES (Sign Full Name in Ink): Date:

(1) (Seal)

Witness Guarantor Address

(Seal)

Witness Guarantor Address

SELLER'S ASSIGNMENT

Seller sells and assigns to the Assignee named below all of its right, title and interest in this Retail Installment Contract ("Contract"). Seller represents, warrants and covenants to Assignee that:(a)(i) no statements made or furnished to Assignee by Buyer or any Co-Buyer (collectively "Buyer"), Seller or any other person are untrue or incomplete; (ii) Buyer has not financed the down payment of the Vehicle described in the Contract ("the Vehicle"); (iii) Buyer is a bona fide applicant having legal capacity to enter into the Contract; (iv) the signature of the Buyer on all documents is genuine; and (v) the amount stated in the Contract to be due will in fact be due and payable at the time or times provided therein free of any claims, defenses, setoffs or counterclaims; (b) Seller has verified Buyer's identification; (c) The down payment for the Vehicle is paid in full with negotiable funds; (d) Seller has sold the Vehicle and the proceeds of the Contract are to be used to pay for such Vehicle and related items; (e) Seller had indefeasible title to the Vehicle immediately prior to the purchase by Buyer, and the right and authority to sell the Vehicle to Buyer, free and clear of all liens and encumbrances; (f) Seller warrants that the Vehicle is not a grey market or altered vehicle and is not salvaged, rebuilt or reconstructed from a total loss or otherwise materially impaired and the title to the Vehicle does not reflect such and the odometer statement executed by the Seller in connection with the Vehicle does not indicate true mileage unknown; (g) Seller has the authority to assign the Contract to Assignee free and clear of all liens and encumbrances; (h) Seller will secure and perfect for Assignee a security interest in the Vehicle free and clear of all liens or encumbrances, and deliver to Assignee evidence satisfactory to Assignee of such security interest within six months of the date of the Contract; (i) The description of the Vehicle is true and complete in the Contract and the Vehicle will be or has been duly delivered to and accepted without revocation by Buyer; (j) Insurance or other coverage provided or arranged by Seller does not violate any applicable law or regulation and insurance documentation and rebates of unearned premiums, if any, will be delivered to Buyer within the time required by law; (k) The Vehicle is insured by a company acceptable to Assignee against fire, theft and collision. Assignee is loss payee and written evidence of such insurance has been or will promptly be provided to Assignee; (l) All optional credit insurance sold by Seller to Buyer is for the full term of the Contract and is limited to coverage of Buyer; (m) Seller has provided Buyer with a completed Contract and any other document as required by applicable law, and the information filled in thereon by Seller is accurate; (n) Seller is licensed to the extent required by law; (o) Seller has complied with all applicable transaction reporting requirements including, without limitation, the requirement under Section 6050I of the Internal Revenue Code as may be amended from time to time to report cash receipts of more than $10,000, and its implementing regulations; (p) Seller has complied with Assignee's procedures regarding the Fair Credit Reporting Act (FCRA) and Equal Credit Opportunity Act (ECOA) including, but not limited to, the following: (i) Seller has only submitted to Assignee credit information on Buyer after Buyer's signatures were first obtained on a credit application acceptable to Assignee ("Application"); (ii) Seller has not submitted any credit information on any individual whose signature does not appear on the application; (iii) Seller has advised Buyer that his/her Application has been submitted to Assignee at Assignee's current address; and (iv) Seller has advised Buyer that credit was approved by Assignee; (q) Seller has complied with all requirements of the FCRA and ECOA and all other federal, state and local laws, rules and regulations applicable to the extension of credit and consumer protection or otherwise applicable to the sale of the Vehicle including, without limitation, the requirements to provide Buyer with a foreign translation of the Contract; (r) Seller will promptly forward to the proper authorities all federal, state and local fees and taxes due in connection with the sale of the Vehicle; (s) Seller does not charge Buyer for filing fees or other costs paid by Seller to public officials to perfect Assignee's security interest in the Vehicle, except where allowed by law, nor does Seller make any type of charge, including documentary or processing charges, which Seller does not make in any other cash transaction; (t) Assignee shall have the right, but not the obligation, to inspect Seller's books, financial documents and other business records relating to this assignment or this Contract at Seller's place of business during Seller's normal business hours; and (u) upon request by Assignee, Seller shall promptly submit to Assignee signed financial statements of Seller's business, to include balance sheets, cash flow statements, profit and loss statements and such other information required by Assignee.

Each of these warranties, representations and covenants is material to Assignee's acceptance of this Contract. If any of them is breached or is erroneous, Seller unconditionally promises to accept reassignment of this Contract, without recourse against Assignee, and to pay Assignee, upon demand (1) the unpaid balance of the Contract as determined by Assignee, (2) all losses and expenses incurred by Assignee as a result of such breach or untruth, and (3) out-of-pocket expenses paid or incurred by Assignee in connection with the collection of any amount due under the Contract, including attorneys' fees and costs of litigation, whether by or against Assignee, and expenses with respect to repossessing, storing, repairing and selling the Vehicle. In addition, Seller agrees to indemnify Assignee in the manner and to the extent specified in the preceding sentence if the Assignee suffers a loss or expense in any judicial or administrative proceeding because of any claim or defense asserted against Assignee as a result of any act or omission on the part of Seller. If this Contract is rescinded by court order, Seller shall pay Assignee the amount specified above.

Seller shall be liable even if a waiver, compromise, settlement or variation of the terms of the Contract releases the Buyer.

The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. Seller waives notice of acceptance of this guarantee and assignment and notices of non-payment and non-performance.

This assignment is without recourse against Seller except as provided above and/or in another agreement, if any, between Seller and Assignee relating to the financing of retail installment contracts.

Assigned to: Citizens Automobile Finance Corp. ("Assignee")

CCS1039U (10-04)

Citizens Automobile Finance Corp. RETAIL INSTALLMENT CONTRACT PA

Dealer Number 12/30/2006

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

666

071159999003429-001

1FTNF21506EB63026	2006	FORD		643142644401 NE		
TK	0			3/02/07	000015	0
3/02/07	3/02/07	5,737	9,000			

DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 16858

CITIZENS AUTOMOBILE
FINANCE CORP

CITIZENS AUTOMOBILE
FINANCE CORP
P.O. BOX 255587
SACRAMENTO CA 95865

ALLEN D BIEHLER

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SEAL

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATERMARK

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

2459400

EXHIBIT 2

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsifications to authorities, that he/~~she~~ is MICHAEL HECHT (Name), LEGAL SPECIALIST (Title) of CITIZENS AUTOMOBILE FINANCE INC (Company), plaintiff herein, that he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing ANSWER, NEW MATTER, NEW MATTER PURSUANT TO PA.R.C.P. 2252(d) AND COUNTERCLAIM are true and correct to the best of his/her knowledge, information and belief.

Michael Hecht
(Signature)

WWR# 6101364

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the within Plaintiff's Reply to Counterclaim and New Matter was served on the 20th day of December 2007 by first class, U.S. Mail, postage-prepaid, addressed as follows:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Susan E. Bardo, Esquire
Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
122 East High Street
Bellefonte, PA 16823

James C. Warmbrodt

FILED
JAN 08 2008
0/2:35(cm
William A. Shaw
Prothonotary/Clerk of Courts
3 cent to Plan (GK)

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464 Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**: Pa.R.C.P. Rule 1017(a)(2)(3)**
	:
	:
Defendants	**:**

PLAINTIFF'S REPLY TO ANSWER, AND ANSWER TO NEW MATTER AND NEW MATTER PURSUANT TO PA.R.C.P., RULE 2252(D) AND COUNTER-REPLY TO COUNTERCLAIM

COMES NOW the Plaintiff pursuant to Pa.R.C.P., Rule 1017(a)(2)(3), with his Reply to Answer, and Answer to New Matter and New Matter Pursuant to Pa.R.C.P., Rule 2252(d) and Counter-Reply to Counterclaim, and hereby avers as follows:

PLAINTIFF'S REPLY TO ANSWER

1. Admitted. Plaintiff admits as no further reply to this paragraph is necessary.

2. Admitted. Plaintiff admits as no further reply to this paragraph is necessary.

3. Denied. After reasonable investigation, Plaintiff is without knowledge or information

sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of Defendant's Answer, and same are therefore denied, and strict proof thereof is demanded at the time of jury trial.

4. Admitted. Plaintiff admits as no further reply to this paragraph is necessary.

5. Admitted. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc.

6. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'.

7. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'.

8. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'.

9. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'. **By way of further reply, Plaintiff hereby avers, that he**

actually expressed to the Defendants that he wanted the **maximum allowable GVWR** for this class of truck which would allow him to haul at least 3/4 ton to 1 ton net load capacity, and which to the Defendants' certain knowledge then as a allegedly competent professional in the financing, sale or trade of autos and trucks when the truck was sold to Plaintiff and as Plaintiff estimated later and was later confirmed by Trooper Greene, the Max GVWR would have been around 9000 to 9500 pounds. Plaintiff hereby further avers the very substance and heart and one of the causes of action of the matter of Plaintiff's Complaint is largely and directly regarding the subject matter that Plaintiff DID in fact, as supported by all the evidence, inform the Defendant or Defendant's representative there at the signing clearly and unequivocally that he wanted the Maximum GVWR put into the Contract agreement, of which Defendant Rider Ford and Mr. Thomas Dry, the self-admitted representative of the Defendant Citizen's Auto Finance Corp., then REPRESENTED and AGREED that they would, but each of the Defendants, jointly and severably, failed to follow through and do so as AGREED, and this act and/or omission of acts of a term in the integrated agreements is where the fraud and the breach of contract lie.

10. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'.

11. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that

they are 'conclusions of law'. By way of further reply, Defendant admitted and alleged in Paragraph 5 of his Answer that he and it was an authorized signer for the finance agreement as the Creditor-Seller, and as such authorized person, Defendant was thus acting as an agent of the Creditor, and furthermore , Plaintiff avers that to the contrary of the Defendant Citizen's Auto assertion that Plaintiff's statements in Paragraph 11 of his Complaint were 'conclusions of law', they were in fact statement of another cause of action against the bank and financing company, the Defendant Citizen's Auto, for its (the finance company's/the bank's) failure to act in good faith and perform its fiduciary duties to Plaintiff.

12. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'.

13. Denied. By way of further reply, Plaintiff avers in respect to Defendant's admissions on the Odometer Disclosure Statement forms, that the documents speak for themselves as to the legal requirements to fill them out and as to the blanks and omissions left in the forms in Plaintiff's **Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E** of his complaint.

14. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'. By way of further reply, Defendant did not execute the Pennsylvania Notice to Applicant Buyer Optional Products Not Required to Obtain

Financing. **By way of further Reply, Plaintiff herein further avers that consumer protection laws such as the Federal Truth-in-Lending Disclosure Act (Regulation Z) as he mentioned in his Complaint at Paragraph 14, and the Pennsylvania state** Pennsylvania Unfair Trade Practices and Consumer Protection Law, or the UTPCPL, would apply to this consumer lending retail installment contract and the Buyer's agreement of the Defendant(s) relative to required disclosures of all terms of agreement and obligation of seller/creditor to perform to all terms of agreement which would include the supplying of missing or blank sections of data or information such as the GVWR, or the contract is otherwise null and void.

15. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'. The Plaintiff herein also avers that the Defendant Citizen's Auto, by way of its avowed representative, Rider Ford, Inc., has admitted to the basic cause of action against him where he admits that no GVWR was listed in the written contract that was signed by Plaintiff and Defendant Rider Ford. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc. By way of further reply, Defendant Citizen's Auto Finance Corp. is a fiduciary that had a fiduciary duty to both the Defendant Rider Ford, Inc. and to the Plaintiff to see to it that all the terms of the contract were specifically and satisfactorily performed, but failed to do so.

16. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and

argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'.

17. Admits. Plaintiff admits that Paragraph 17 was struck from the Complaint by the Court's order dated October 19, 2007 and absent any further matters on these issues being brought up, hereby avers that no further reply from Plaintiff is required at this time.

18. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'. By way of further Reply, Plaintiff also herein avers and positively affirms that the Defendant Rider Ford, Inc. also did not register the vehicle at all for about 3 months until March 2, 2007 (See Plaintiff's Complaint, Exhibit H) into Plaintiff's name, and it is uncertain the title is even lawfully in his name to this date, which constitutes a tort or fraud on each Defendant's part by joint and fiduciary liability, and Defendants fraudulently and willingly allowed Plaintiff to Drive around illegally until Plaintiff discovered it. The Plaintiff supplied Defendant or Defendant's rep. with the registration plate from the old truck on December 30, 2006 at the contract signing, and for almost 3 months, prior to March 2, 2007, it was misrepresented to Plaintiff that the registration was now on the new truck when in fact it was still, from documents Plaintiff received, on the old truck. Plaintiff further avers that this resulted in harm and civil damages to Plaintiff and unknowingly created unnecessary risk to him, and Plaintiff further avers that this is not acceptable professional practice for any auto or truck dealership, or for any financing company for that matter, and in violation of acceptable social policy for one engaging in contractual sales, trading and financing of motor

vehicles. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc. By way of further reply, Defendant Citizen's Auto Finance Corp. is a fiduciary that had a fiduciary duty to both the Defendant Rider Ford, Inc. and to the Plaintiff to see to it that all the terms of the contract were specifically and satisfactorily performed, but failed to do so.

19. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc. By way of further reply, Defendant Citizen's Auto Finance Corp. is a fiduciary that had a fiduciary duty to both the Defendant Rider Ford, Inc. and to the Plaintiff to see to it that all the terms of the contract were specifically and satisfactorily performed, but failed to do so. By way of further reply, Plaintiff rescinded and revoked his acceptance of the integrated Buyer's Agreement and Retail Installment Contract for failure of the Defendants to perform in good faith to uphold their respective ends of the agreement.

20. Admits. Plaintiff admits that Paragraph 20 was struck from the Complaint by the Court's Order dated October 19. 2007 and absent any further matters on these issues being brought up, hereby avers that no further reply from Plaintiff is required at this time.

21. Admits. Plaintiff admits that Paragraph 21 was struck from the Complaint by the Court's Order dated October 19. 2007 and absent any further matters on these issues being

brought up, hereby avers that no further reply from Plaintiff is required at this time.

22. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'.

23. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'.

24. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'.

25. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'. By way of further reply, Plaintiff avers that these types of answers and denials of 'conclusions of law', without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Defendant to Plaintiff's allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff herein objects to Defendant's general denials without corroborating

proof and avers that the Buyer's Contract documents and the consumer finance Retail Installment Agreement documents, constitute evidentiary exhibits as attached to Plaintiff's Complaint as **Exhibit A** and **Exhibit B**, speak for themselves and the Plaintiff hereby gives judicial notice that the Court is directed to examine this evidence where it can determine that indeed there is no arbitration clause and that the contract is not subject to arbitration by an arbiter outside of this Court.

26. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'. By way of further reply, Plaintiff avers that these types of answers and denials of 'conclusions of law', without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Defendant to Plaintiff's allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff further specifically denies and avers that as to Defendant's assertion that these are 'conclusions of law' relative to what Plaintiff had in damages, Plaintiff herein avers that Defendant's answer and said claim thereof lacks credibility, but that Plaintiff in any event can, intends to and will supply this evidence and data, on damages that Plaintiff has suffered in his Complaint at pre-trial conference, at deposition and at jury trial for any reasonable jury to be able to ascertain and decide the facts of damages that Plaintiff has suffered and accrued, based upon the verified cross examined non-hearsay direct testimony of Plaintiff and the documentary evidence that Plaintiff

Plaintiff intends to submit shortly concerning the same. Plaintiff herein further avers that this evidence would be too detailed and lengthy to attach here now to this Reply and Answer to New Matter of Defendant that Plaintiff is answering to in this pleading.

27. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'. By way of further reply, Plaintiff avers that these types of answers and denials of 'conclusions of law', without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Defendant to Plaintiff's allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff further specifically denies and avers that as to Defendant's assertion that these are 'conclusions of law' relative to what Plaintiff has in causes of action against the Defendants, and, Plaintiff herein avers that Defendant's answer and said claim thereof lacks credibility, but that Plaintiff in any event can, intends to and will supply this evidence and data, on causes of action and remedies under law requested for relief, that Plaintiff has requested in his Complaint at pre-trial conference, at deposition and at jury trial for any reasonable jury to be able to ascertain and decide the facts of relief that Plaintiff is entitled to, based upon the verified cross examined non-hearsay direct testimony of Plaintiff and the documentary evidence that Plaintiff intends to submit shortly concerning the same. Plaintiff herein further avers that this evidence would be too detailed and lengthy to attach here now to this Reply in this pleading.

28. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'. By way of further reply, Plaintiff avers that these types of answers and denials of 'conclusions of law', without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Defendant to Plaintiff's allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff further specifically denies and avers that as to Defendant's assertion that these are 'conclusions of law' relative to what Plaintiff has in damages against the Defendants, and, Plaintiff herein avers that Defendant's answer and said claim thereof lacks credibility, but that Plaintiff in any event can, intends to and will supply this evidence and data, on damages that Plaintiff has suffered in his Complaint at pre-trial conference, at deposition and at jury trial for any reasonable jury to be able to ascertain and decide the facts of damages that Plaintiff has suffered and accrued, based upon the verified cross examined non-hearsay direct testimony of Plaintiff and the documentary evidence that Plaintiff intends to submit shortly concerning the same. Plaintiff herein further avers that this evidence would be too detailed and lengthy to attach here now to this Reply and Answer to New Matter of Defendant that Plaintiff is answering to in this pleading.

29. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and

argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'. By way of further reply, Plaintiff avers that he is entitled to recover his court costs of this action from Defendants.

30. The Defendant's averments as to Paragraphs 30-62: Partly Admitted and partly Denied. Plaintiff avers and admits that he attached a memorandum of law and facts to his complaint in support thereof at Paragraphs 30-62. However, excluding the pure sections of legal memorandum, there is a large number of factual paragraphs and parts and whole sections within paragraphs that support Plaintiff"s case with statements of facts and factual issues specific to the case, and these paragraphs are but continuations of Plaintiff's argument and laying out of his case and cause of action that Plaintiff began and initiated in Paragraphs 1-29. Plaintiff herein incorporates Paragraphs 1-29 of this Reply herein as though cited in their entirety. By way of further reply, Plaintiff specifically hereby further avers and will have the Court note for the record (1). as shown in his Original Complaint at Paragraphs 6, 9, 11, 13, 26, 36, 38-39, 60, 42-60, whereat Plaintiff discussed matters in the Complaint, and which were not 'conclusions of law' as erroneously alleged by Defendant in his Answer throughout, regarding the omissions in the written terms of the contract by fraud, accident or mistake of the GVWR and the Odometer Mileage Statements where the signature was left blank, and that he justifiably relied upon Defendants' representations at time of signing of contract that the Defendants, via the integrated contract terms, would supply these missing WRITTEN terms of the agreement which was Defendants' fiduciary duty and by professional ethical and legal standards of practice for a professional auto and truck dealership such as the Defendant Rider Ford, as well as for a professional finance company or bank such as the Defendant

Citizen's Auto, and by social policy and by law, these missing terms were a required written part of the contract with Plaintiff". As shown above, **Plaintiff gives judicial notice and directs the Court's attention to Paragraph 6, 9, 11, 13 and *Paragraphs 26, 36, 38-39, 60, 42-60* of Plaintiff's Complaint, where therein the Court may clearly see that the Plaintiff discussed specific evidence and arguments of facts of the case and factual issues regarding Count 1 of the Complaint where the Plaintiff built upon his case and the COA of mistake, accident and fraud of omissions of terms of the written agreement that Plaintiff and Defendant had, and that the Court has upheld regarding breach of contract, contract fraud/misrepresentation with respect to the omissions of the GVWR as a term of the agreement from the documents and the COA referenced above in Paragraphs 9 and 11 of this Reply, of the finance company's/the bank's failure to act in good faith.** The Defendant has clearly "jumped the gun' in attempting to summarily and prematurely dismiss Paragraphs 30-62 of Plaintiff's Complaint as mere 'conclusions of law', when it has factual matter that goes right directly to the heart of the Complaint. Plaintiff furthermore, specifically denies Defendant's generic non-specific response of "conclusions of law" with respect to these applicable Paragraphs of at least ***Paragraphs 26, 36, 38-39, 60, 42-60*** in Plaintiff's Complaint that Defendant has given short shrift to as "conclusions of law" without corroborating and supporting evidence to back his assertions in this paragraph of Defendant's Answer and hereby gives judicial notice to the Court that these types of answers and denials, without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as

Admissions by Defendant to Plaintiff's allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action and for the applicable law for the Court and the jury to consider, and denies that they are 'conclusions of law' as such.

WHEREFORE, the Plaintiff, David L. Nearhood, would move that Defendant's demand that judgment in favor of the Defendant and against Plaintiff be denied; and that this Honorable Court convene a jury of Plaintiff's peers to be convened for trial to decide on the matter to set aside the parties' written contract for sale/purchase of the 2006 Ford S-DTY F-250 truck, and for a declaratory judgment that the instruments he signed with the Defendants are null and void, releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the Defendants, and also that the Plaintiff seeks judgment against Defendants, jointly and severably, for award of damages plus reimbursement of costs and expenses together with accrued interest.

PLAINTIFF'S ANSWER TO NEW MATTER

31. Plaintiff herein incorporates Paragraphs 1-62 of this Reply herein as though cited in their entirety.

32. Denied as conclusions of law. By way of further reply, Plaintiff specifically denies that his complaint fails to state a cause of action. By way of further reply, the Complaint speaks for itself and Plaintiff refers the Court to Paragraphs 6, 9, 11, 13, 26, 36, 38-39, 60, 42-60, of the Complaint and Paragraphs 9, 11 and 13, ibid, of this Reply, whereat Plaintiff discussed matters in the Complaint related to stated causes of action against

Defendants.

33. Denied as conclusions of law. By way of further reply, Plaintiff specifically denies that his complaint is barred by the statute of limitations. By way of further reply, Plaintiff affirmatively states and declares positively that he promptly and in good faith acted to obtain resolution of his dispute via the Dealer and via the Defendant finance company's avowed representative and when he failed to obtain resolution of the problem via the Defendants, the Plaintiff promptly filed his Complaint within 6 months of the signing of the contracts on June 8, 2007 which was well within any applicable statute of limitation.

34. Denied as conclusions of law. By way of further reply, Plaintiff specifically denies that his complaint is barred by the statute of frauds. By way of further reply, Plaintiff avers that not only did he state a cause of action for fraud in the inducement of the contract via oral agreement, but also for fraud in the execution of the contract by fraud, mistake, accident in omission of the material term of the GVWR from the terms of the agreement Plaintiff and Defendant made, and that Plaintiff justifiably relied upon Defendants fraudulent misrepresentations that the omitted term of agreement would be and/or was supplied in the contract signed and the registration paperwork submitted, when in fact it was not done. Plaintiff avers that the real issue, besides Defendant's leaving blanks in the contract agreement forms on the GVWR, and his failure to supply Plaintiff with a proper 2006 owner's manual as required by law, is that Defendant willfully or otherwise failed to honor and violated and breached the terms of agreement via fraud and misrepresentation to Plaintiff of both a written agreement and an oral one to supply Plaintiff with a proper Max GVWR that he could use in his business occupation to operate the truck for hauling loads, and delayed supplying title and any legal registration for almost 3 months. Further,

it is a rebuttable presumption that Defendant's integrated contract is the complete writing, when there was evidence and circumstances, as was demonstrated by Plaintiff, to show that there was not only fraud by Defendant against Plaintiff in the inducement of the contract, but that Defendant also committed fraud in the execution of the contract, or in other words, that Defendant committed an effective breach of the written agreement against Plaintiff, via omission of a written term of the agreement, whether by fraud, accident or mistake, that is the Max. GVWR term as requested by Plaintiff and agreed to by Defendant, to be placed into the written agreement that was omitted, as well as the demonstration by Plaintiff of parol evidence of other oral agreements existing between Defendant and Plaintiff that should have been incorporated but for the fraud, omission, accident or mistake into the writing.

35. Denied as conclusions of law. By way of further reply, Plaintiff specifically denies that his Complaint is barred by the doctrine of laches. By way of further reply, Plaintiff avers that not only was there no unreasonable lapse of time in Plaintiff filing his Complaint and timely informing the Defendant via certified mail of his actions to rescind and revoke the contract with an agreement to return the vehicle provided Defendant agrees no additional charges would be due, but also the Plaintiff did not neglect to timely assert his rights to such nor fail to timely assert his causes of actions or claims against Defendant as outlined above and in the Complaint, and Plaintiff hereby declares that he acted completely in good faith in so informing Defendant of his claims and actions, and denies that he acted in any way to the detriment of another as Plaintiff clearly stated his remedy to Defendant in order for him to recover possession of the vehicle. Therefore, the Doctrine of Laches should not act and Plaintiff denies that it is applicable as a bar in court in this instant case.

36. Denied as conclusions of law. By way of further reply, Plaintiff specifically denies that his Complaint is barred by his alleged failure to mitigate damages. The Plaintiff hereby incorporates his Reply in his Response to Rider Ford's Answer to Complaint found at Paragraphs 80-88 therein, as though cited in their entirety. By way of further reply, Plaintiff specifically denies that he has "failed" as Defendant has described Plaintiff actions in his alleged failure or refusal to "mitigate damages". Plaintiff herein avers and positively affirms that Plaintiff in good faith attempted to work with Defendant Rider Ford and by extension, the Defendant Creditor Citizen's Auto by way of its agent rep. Rider Ford, for almost 3 months to alleviate problem but that Defendants failed to do so, and to the contrary, they acted in bad faith, as has been outlined and established in this pleading and in the Reply to Rider Ford's Answer, ibid. As a result, Plaintiff in his last motion, said he is ready to proceed to trial and to let a jury decide the damages rather than the self-serving pronouncements of the Defendant.

37. Denied as conclusions of law. By way of further reply, Plaintiff specifically denies that his Complaint is barred by the doctrine of estoppel. By way of further reply, Plaintiff avers that Defendant was timely informed in Plaintiff exercising his Rights in filing his complaint, the complaint was timely filed in good faith only after Plaintiff had not been able to get satisfactory resolution with Defendants, that Defendants had failed to compensate Plaintiff for his expenses and loss, that there was a breach of contract and fraud, that Plaintiff in exercising his Rights, had fairly rescinded and revoked his acceptance of the contract under the U.C.C. due to said breach and fraud, and that Plaintiff fairly and timely informed Defendant that he would return truck under fair and just terms and for fair and just damages or recompense to compensate his expenses and

losses as determined by a court of law.

WHEREFORE, the Plaintiff, David L. Nearhood, would move that Defendant's demand that judgment in favor of the Defendant and against Plaintiff be denied; and that this Honorable Court convene a jury of Plaintiff's peers to be convened for trial to decide on the matter to set aside the parties' written contract for sale/purchase of the 2006 Ford S-DTY F-250 truck, and for a declaratory judgment that the instruments he signed with the Defendants are null and void, releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the Defendants, and also that the Plaintiff seeks judgment against Defendants, jointly and severably, for award of damages plus reimbursement of costs and expenses together with accrued interest.

PLAINTIFF'S ANSWER TO NEW MATTER PURSUANT TO PA.R.C.P., RULE 2252(D)

38. Plaintiff herein incorporates Paragraphs 1-37 of this Reply herein as though cited in their entirety.

39. Denied as conclusions of law. Furthermore, Rule 2252(d) of the Pennsylvania Rules of Civil Procedure, according to the latest version of the Pa. Code on the Internet, has been rescinded as of March 2007, and Plaintiff therefore denies it is applicable to this matter. By way of further reply, Plaintiff avers that to the contrary, that Defendant Rider Ford and Defendant Citizens Auto, are, to the extent judgment is entered in favor of Plaintiff, liable jointly or severally liable over to this Plaintiff.

WHEREFORE, Plaintiff, David L. Nearhood, would move that Defendant's demand that judgment in favor of the Defendant and against Plaintiff be denied; and that this Honorable Court convene a jury of Plaintiff's peers to be convened for trial to decide on the matter to set aside the

parties' written contract for sale/purchase of the 2006 Ford S-DTY F-250 truck, and for a declaratory judgment that the instruments he signed with the Defendants are null and void, releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the Defendants, and also that the Plaintiff seeks judgment against Defendants, jointly and severably, for award of damages plus reimbursement of costs and expenses together with accrued interest.

PLAINTIFF'S COUNTER-REPLY TO COUNTERCLAIM

COUNT I - IN REPLEVIN

CITIZENS AUTOMOBILE FINANCE, INC. V. DAVID L. NEARHOOD

40. Plaintiff herein incorporates Paragraphs 1-39 of this Reply herein, as though cited in their entirety.

41. Admitted. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc.

42. Denied. Plaintiff specifically denies as he lacks knowledge or information sufficient to form a belief as to the truth or veracity of the Defendant's allegations therein, and strict proof is thereof demanded at the time of trial. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc.

43. Denied. Plaintiff specifically denies as he lacks knowledge or information sufficient to form a belief as to the truth or veracity of the Defendant's allegations therein, and strict proof is thereof demanded at the time of trial. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto

Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc.

44. Admitted. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc.

45. Denied. Plaintiff specifically denies as he lacks knowledge or information sufficient to form a belief as to the truth or veracity of the Defendant's allegations therein, and strict proof is thereof demanded at the time of trial. Plaintiff further avers that due to the Defendants' breach of contract and fraud, and their intransigence in failure to provide a title and registration for almost 3 months, it is unclear to Plaintiff as to what the title status or lien holder status is as to the title. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc.

46. Denied. Plaintiff specifically denies he is in default of the terms and conditions of the Contract. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc. Furthermore, since the Retail Installment Contract was not executed by Defendant nor by its agent and rep, the co-Defendant Rider Ford, Inc., the Contract is null and void ab-initio. Furthermore the contract is null and void ab-initio since the Defendant's committed a breach of the contract terms and fraud at the initial outset of the contract in their failure to supply the Plaintiff with a usable GVWR for the truck as agreed, and since the Plaintiff timely exercised his Rights under the U.C.C. to rescind and revoke his acceptance of the contract due to the said breach and fraud of the Defendants.

47. Denied as stated. Plaintiff specifically denies that Defendant is entitled to an immediate possession of the vehicle until a judgment or fair and equitable settlement on Plaintiff's claim against Defendant can be reached and until the Defendant drops his claim for repossession charges against Plaintiff due to a null and void contract, and since the Plaintiff timely exercised his Rights under the U.C.C. to rescind and revoke his acceptance of the contract due to the said breach and fraud of the Defendants. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc.

48. Denied. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc. Furthermore, since the Retail Installment Contract was not executed by Defendant nor by its agent and rep, the co-Defendant Rider Ford, Inc., the Contract is null and void ab-initio. Furthermore the contract is null and void ab-initio since the Defendant's committed a breach of the contract terms and fraud at the initial outset of the contract in their failure to supply the Plaintiff with a usable GVWR for the truck as agreed, and since the Plaintiff timely exercised his Rights under the U.C.C. to rescind and revoke his acceptance of the contract due to the said breach and fraud of the Defendants.

49. Admitted. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc.

50. Denied. Plaintiff specifically denies that Defendant has performed all conditions

precedent as holder of all right, title and interest in the collateral, and Plaintiff further denies that he wrongfully remains in possession of the vehicle pending a just settlement with Defendant on fair and just terms as stated above to recompense Plaintiff for his losses by the Defendants' acts and omissions and since Defendant Citizen's Auto is a fiduciary holder in due course jointly or severably liable to Plaintiff. Plaintiff denies that he is liable to Defendant for any sums of money. Plaintiff is merely rightfully holding the vehicle in storage as a surety in trust with vehicle insurance being maintained by Plaintiff until Defendant Citizen's Auto settles with Plaintiff. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc. Furthermore the contract is null and void ab-initio since the Defendant's committed a breach of the contract terms and fraud at the initial outset of the contract in their failure to supply the Plaintiff with a usable GVWR for the truck as agreed, and since the Plaintiff timely exercised his Rights under the U.C.C. to rescind and revoke his acceptance of the contract due to the said breach and fraud of the Defendants.

WHEREFORE, the Plaintiff, David L. Nearhood, hereby requests this Honorable Court to deny Defendant Citizen's Auto prayer to the Court for "*judgment in its favor and against the Plaintiff, David L. Nearhood, in Count 1 for possession of the vehicle, more particularly identified as a 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026*", and for the Court instead to Order for Plaintiff a jury of his peers to be convened for trial to decide on the matter to set aside the parties' written contract for sale/purchase of the 2006 Ford S-DTY F-250 truck, and for a declaratory judgment that the

instruments he signed with the Defendants are null and void, releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the Defendants.

PLAINTIFF'S COUNTER-REPLY TO COUNTERCLAIM

COUNT II - IN CONTRACT FOR IN PERSONAM DAMAGES

CITIZENS AUTOMOBILE FINANCE, INC. V. DAVID L. NEARHOOD

51. Plaintiff herein incorporates Paragraphs 1-50 of this Reply herein, as though cited in their entirety.

52. Denied. Plaintiff specifically denies that he has defaulted under the Retail Installment Contract. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc. By way of further reply, Plaintiff avers that, furthermore, since the Retail Installment Contract was not executed by Defendant nor by its agent and rep, the co-Defendant Rider Ford, Inc., the Contract is null and void ab-initio. Furthermore the contract is null and void ab-initio since the Defendant's committed a breach of the contract terms and fraud at the initial outset of the contract in their failure to supply the Plaintiff with a usable GVWR for the truck as agreed, and since the Plaintiff timely exercised his Rights under the U.C.C. to rescind and revoke his acceptance of the contract due to the said breach and fraud of the Defendants.

53. Denied as stated. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc. Plaintiff therefore denies that he is liable for any attorney's fees nor for any costs of retaking possession of the vehicle, nor any other costs

whatsoever. By way of further reply, Plaintiff avers that, furthermore, since the Retail Installment Contract was not executed by Defendant nor by its agent and rep, the co-Defendant Rider Ford, Inc., the Contract is null and void ab-initio. Furthermore the contract is null and void ab-initio since the Defendant's committed a breach of the contract terms and fraud at the initial outset of the contract in their failure to supply the Plaintiff with a usable GVWR for the truck as agreed, and since the Plaintiff timely exercised his Rights under the U.C.C. to rescind and revoke his acceptance of the contract due to the said breach and fraud of the Defendants.

54. Denied. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc. By way of further reply, Plaintiff avers that, furthermore, since the Retail Installment Contract was not executed by Defendant nor by its agent and rep, the co-Defendant Rider Ford, Inc., the Contract is null and void ab-initio. Furthermore the contract is null and void ab-initio since the Defendant's committed a breach of the contract terms and fraud at the initial outset of the contract in their failure to supply the Plaintiff with a usable GVWR for the truck as agreed, and since the Plaintiff timely exercised his Rights under the U.C.C. to rescind and revoke his acceptance of the contract due to the said breach and fraud of the Defendants. Furthermore, Plaintiff specifically denies the Defendant's allegation that such attorney's fees amount to $1500.00 to date, as he lacks knowledge or information sufficient to form a belief as to the truth or veracity of the Defendant's allegations therein, and strict proof is thereof demanded at the time of trial. Irregardless, in any event, Plaintiff specifically denies that he is liable for any attorney's fees.

WHEREFORE, the Plaintiff, David L. Nearhood, hereby requests this Honorable Court to deny Defendant Citizen's Auto prayer to the Court for "*judgment in its favor and against the Plaintiff, David L. Nearhood, in Count II in the amount of $22,922.21, plus additional finance charges at the rate of 8.49% per annum from May 31, 2007, plus reimbursement of the expenses for retaking possession of the collateral, plus attorneys' fees of $1500.00 plus costs*", and for the Court instead to Order for Plaintiff a jury of his peers to be convened for trial to decide on the matter to set aside the parties' written contract for sale/purchase of the 2006 Ford S-DTY F-250 truck, and for a declaratory judgment that the instruments he signed with the Defendants are null and void, releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the Defendants, and for a jury trial to decide on the matter that the Plaintiff seeks judgment against Defendants, jointly and severably, for award of damages plus reimbursement of costs and expenses together with accrued interest.

Respectfully submitted,

Dated: Jan. 8, 2008 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing PLAINTIFF'S REPLY TO ANSWER, AND ANSWER TO NEW MATTER AND NEW MATTER PURSUANT TO PA.R.C.P., RULE 2252(D) AND COUNTER-REPLY TO COUNTERCLAIM are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Jan. 8, 2008 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	: Pa.R.C.P. Rule 1017(a)(2)(3)
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Jan. 8, 2008, a copy of the attached PLAINTIFF'S REPLY TO ANSWER, AND ANSWER TO NEW MATTER AND NEW MATTER PURSUANT TO PA.R.C.P., RULE 2252(D) AND COUNTER-REPLY TO COUNTERCLAIM by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Jan. 8, 2008 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

ORIGINAL

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

DAVID L. NEARHOOD,
Plaintiff,

vs.

RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP.,
Defendants.

Docket No. 07-908-CD

Type of Case: Breach of Contract

Type of Pleading: Response to New Matter and New Matter Pursuant to PA.R.C.P. 2252(d)

Filed on Behalf of: Defendant, Rider Ford, Inc.

Counsel of Record for this Party:
Jeffrey W. Stover
PA No. 37652

Susan E. Bardo
PA No. 93738

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
122 East High Street
Bellefonte, PA 16823
(814) 355-8235

FILED
M 10:53 No CC
JAN 23 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD, Plaintiff,	:	Docket No. 07-908-CD
vs.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants.	:	

DEFENDANT, RIDER FORD, INC.'s, RESPONSE TO NEW MATTER AND NEW MATTER PURSUANT TO PA.R.C.P. 2252(d)

AND NOW comes Defendant, Rider Ford, Inc., by and through its attorneys, Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C. and files this Response to New Matter and New Matter Pursuant to PA.R.C.P. 2252(d) of Defendant, Citizens Automobile Finance Corp., a statement of which follows:

RESPONSE TO NEW MATTER

31. Paragraph 31 requires no response.

32. Admit.

33. Admit.

34. Admit.

35. Admit.

36. Admit.

37. Admit.

WHEREFORE, Defendant Rider Ford, requests this Honorable Court to enter judgment in its favor and against Plaintiff.

RESPONSE TO NEW MATTER PURSUANT TO PA.R.C.P. 2252(d)

38. Paragraph 38 requires no response.

39. Denied. By way of further response, the averments contained in paragraph 39 call for conclusions of law that require no response. To the extent a response is deemed to be required, the averments are denied.

WHEREFORE, Defendant Rider Ford, requests this Honorable Court to enter judgment in its favor and against Plaintiff.

Respectfully submitted:

STOVER, McGLAUGHLIN, GERACE,
WEYANDT & McCORMICK, P.C.

By: _____

Jeffrey W. Stover
PA No. 37652
Susan E. Bardo
PA No. 93738
122 East High Street
Bellefonte, PA 16823
(814) 355-8235
(814) 355-1304 facsimile
Attorneys for Defendant,
Rider Ford, Inc.

Date: Jan. 21, 2008

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

DAVID L. NEARHOOD, Plaintiff,	:	Docket No. 07-908-CD
vs.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants.	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused the foregoing document to be served upon the person(s) listed by depositing the same with the U.S. Postal Service, first class, postage prepaid, addressed as follows:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

James C. Warmbrodt, Esquire
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517

Date: Jan 21, 2008

By: Susan E. Bardo
Susan E. Bardo

FILED
NOV 10 2008
09:45/cw
William A. Shaw
Prothonotary/Clerk of Courts
4 CERT TO PLFF.

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**: Pa.R.C.P., Rule 4006(a)(2)**
CITIZENS AUTO FINANCE CORP.	**: Pa.R.C.P., Rule 4014(b)**
	: Fed.R.C.P., Rule 36(a)(3)
Defendants	**:**

MOTION FOR SANCTIONS AND MOTION FOR A DETERMINED RULING THAT PLAINTIFF'S REQUEST FOR ADMISSIONS TO DEFENDANT CITIZEN'S AUTO FINANCE CORP. BE AND IS HEREBY DEEMED TO BE ADMITTED IN THEIR ENTIRETY DUE TO FAILURE OF DEFENDANT CITIZEN'S AUTO TO TIMELY ANSWER PLAINTIFF'S REQUEST FOR ADMISSIONS /INTERROGATORIES IN ACCORDANCE WITH THE PENNSYLVANIA AND THE FEDERAL RULES OF CIVIL PROCEDURE

COMES NOW the Plaintiff pursuant to Pa.R.C.P., Rule 4006(a)(2), Pa.R.C.P., Rule 4014(b), and to the Federal Rules of Civil Procedure - Fed.R.C.P., Rule 36(a)(3), with his **Motion for Sanctions and Motion for a Determined Ruling that Plaintiff's Request for Admissions to Defendant Citizen's Auto Finance Corp. be and is Hereby Deemed to be Admitted in their Entirety Due to Failure of Defendant Citizen's Auto to Timely Answer**

Plaintiff's Request for Admissions/Interrogatories in Accordance with the Pennsylvania and the Federal Rules of Civil Procedure; and in support of these Motions for Sanctions and a Determined Ruling, hereby avers as follows:

1. Fair Warning and Notice was given the Defendant Citizen's Auto Finance Corp. in **Plaintiff's Request for Admissions to Defendant Citizen's Auto Finance Corp.** (see attached **Exhibit 1**, to these Motions) at Paragraphs 1 and 3, demanding and requiring Defendant to answer within 30 days, as therein succinctly stated: "*1. These requests are made under Pennsylvania Rules of Civil Procedure 4001, et seq., and each of these matters of which an admission is requested shall be be deemed admitted unless your sworn statement in compliance with such Rules is timely made.*"; and, "*3. Your answer, signed and properly verified, must be delivered to the undersigned party of record, the Plaintiff, within thirty (30) days after delivery hereof.*"
2. The **Plaintiff's Request for Admissions to Defendant Citizen's Auto Finance Corp.**, (see attached **Exhibit 1**, to these Motions), was served upon the Defendant Citizen's Auto Finance Corp. on August 26, 2008 and was received by the Defendant via U.S. Certified Mail on August 28, 2008, (see attached **Exhibit 2**, to these Motions).
3. The Defendant Citizen's Auto Finance Corp., did not timely supply his answers to Plaintiff's Request for Admissions as demanded and required of the Defendant within the 30 days notice succinctly stated therein.
4. On October 16, 2008, the Plaintiff, David L. Nearhood, after having not timely received Defendant's answers as required, contacted the Defendant's Attorney, James C. Warmbrodt, by a very brief telephone conversation to inform him that Plaintiff had not received Defendant's answers timely within the required 30 day period and to determine

by asking him if he had a problem with the questions and if the reason for his failure to timely answer was because Defendant was refusing to cooperate on the discovery.

5. In response to Plaintiff's inquiries in Paragraph 4, above, the Defendant's attorney James C. Warmbrodt, before swiftly terminating the phone conversation and hanging up, stated only that, no he was not refusing to cooperate with the discovery and that he would send out the answers to the Plaintiff's Request for Admissions the same day.

6. On October 17, 2008, the Defendant Citizen's Auto Finance Corp. via its attorney James C. Warmbrodt, served an late untimely Defendant's Answers and Objections to Plaintiff's Requests for Admissions, (see attached **Exhibit 3**, to these Motions).

7. The Defendant Citizen's Auto Finance Corp. served his Answers and/or objections **over and at fifty two (52) days later than the original date of service of the Request for Admissions on August 26, 2008, in violation of** Pa.R.C.P., Rule 4006(a)(2), Pa.R.C.P., Rule 4014(b), and to the Federal Rules of Civil Procedure - Fed.R.C.P., Rule 36(a)(3), the latter of which the cited Pennsylvania Amended Rules of Civil Procedure for Discovery, has been amended and revised to follow and conform to the Federal Rule of Civil Procedure, Rule 36, as to time to respond to the Request for Admissions and/or to make objections.

8. During the entire course of the telephone conversation with attorney James C. Warmbrodt, the Plaintiff David L. Nearhood, NEVER at any time waived the 30 day time limit for the Defendant to Answer, NOR did Plaintiff consent or stipulate to any extension of time for the Defendant to answer the Request for Admissions, NOR did the topic of any such waiver or stipulation to extension of time ever come up with either party during the course of the telephone conversation.

9. The Defendant, Citizen's Auto Finance Corp., has NEVER at any time or timely, within the time limit allowed, sought an Order from the Court to lengthen the time required to serve an Answer or Objections upon the Plaintiff, and this Honorable Court has NOT EVER issued such an Order.

10. Pa.R.C.P., Rule 4006(a)(2), Pa.R.C.P., Rule 4014(b), and the Federal Rules of Civil Procedure - Fed.R.C.P., Rule 36(a)(3), all specify and require respectively, that "*The answering party shall serve a copy of the answers, and objections if any, **within thirty days** after the service of the interrogatories*"; and that "*The matter is admitted unless, **within thirty days** after service of the request, or within such shorter or longer time as the court may allow, the party to whom the request is directed serves upon the party requesting the admission an answer verified by the party or an objection, signed by the party or by the party's attorney...*"; and, "*A matter is admitted unless, within 30 days after being served, the party to whom the request is directed serves on the requesting party a written answer or objection addressed to the matter and signed by the party or its attorney...*"

11. At fifty two (52) days, the Defendant has far exceeded the time limit of 30 days allowed to serve an written answer and/or objection to the request for admissions under the above cited statutes.

12. Pa.R.C.P., Rule 4014(b), also specifies that "*...but, unless the court shortens the time, a defendant shall not be required to serve answers or objections before the expiration of forty-five days after service of the original process upon him or her.*"

13. The Court HAS NOT shortened, or lengthened for that matter, the time; AND the Defendant HAS NOT served answers or objections before the expiration of forty five

(45) days after service of the original process upon himself by the Plaintiff.

14. At fifty two (52) days, the Defendant has also exceeded the time limit of 45 days allowed to be required to serve an written answer and/or objection to the request for admissions under the above cited statute at Pa.R.C.P., Rule 4014(b).

15. The Plaintiff hereby objects to the late service by Defendant of his answers and/or objections over or at fifty two (52) days after service of the original process of Plaintiff's Request for Admissions since he NEVER waived or stipulated to any extension of time to answer by Defendant over and above the 30 days that was originally given.

16. The Plaintiff also objects to service by Defendant under Rule 4005, et al, of his answers and/or objections on the grounds that many of his answers were evasive, his denials did not fairly meet the substance of the requested admission on many of the answers, and on grounds that Defendants answers were insufficient on several questions or counts set forth in the request, or that Defendant's objections were invalid respective to statements or opinions or contention that relates to a fact or of the application of law to fact, and that the information sought is reasonably calculated to lead to the discovery of admissible evidence; and Plaintiff therefore gives mandatory judicial notice that he herein reserves the Right to appeal or to alternatively file a separate motion for sanctions or to compel discovery if these present Motions before the Court for a Determined Ruling that Plaintiff's Request for Admissions be deemed admitted by Defendant are denied.

17. The Plaintiff further objects to service by Defendant of his answers and objections on the grounds that his Verification, as well as the entire set of answers and objections is legally defective, invalid and void ab initio, in that the Verification incorrectly and improperly identifies James C. Warmbrodt as the Attorney for the Plaintiff and that the Plaintiff

himself is outside the jurisdiction of this Court in this action. Plaintiff David L. Nearhood categorically rejects the ridiculous false assertion by attorney Warmbrodt that his party is the Plaintiff in this action, and that he is allegedly the attorney for said Plaintiff (David L. Nearhood), and that Plaintiff is outside the Court's jurisdiction in this matter. Quite clearly, the Defendant is wrong here in identifying himself as the Plaintiff party and Plaintiff's attorney, and as also the Court does indeed have jurisdiction over the Defendant and over this Complaint as filed by the actual Plaintiff, and it (the Court) has full jurisdiction and authority and venue to bring this it to trial and a verdict/declaratory judgment for Plaintiff's rights to be upheld to receive justice in the matter.

18. Furthermore, even if the Defendant were somehow correct in saying that he is the Plaintiff, or even if the Defendant were allowed to amend his pleading by this Court to say that he is the Defendant, it is still absurd for the Defendant to claim that the Plaintiff's (or, more correctly, the Defendant's) Verification cannot be or could not be obtained within the time allowed for the filing of this pleading.

19. Since, even if it were true that the Defendant (or Plaintiff) was somehow out of the jurisdiction of the court for some reason; presumably by such as there was going to be a lack of availability and/or the responsible company officers were going to be or that there was a state of their being out of town and out of the area on business or etc., etc., and that therefore his (the Defendant's) verification could not be timely obtained before the deadline, it was still incumbent upon the said Defendant and his Attorney and it behooved them to timely notify the Plaintiff David L. Nearhood of the situation within the 30 days after service of the original process to seek a waiver, concurrence or extension of the time allowed from the Plaintiff to answer or object to the Plaintiff's Request for Admissions, or

alternatively, to otherwise timely within the 30 days after service of the original process, to seek a court Order to lengthen the time to respond to Plaintiff's Request for Admissions; **yet NEITHER the Defendant NOR the Defendant's Attorney James C. Warmbrodt, bothered to do so and timely notify said Plaintiff or otherwise timely obtain said court Order within the time allowed.**

20. Moreover, the Defendant therein at his Verification at Page 9 of his Defendant's Answers and Objections to Plaintiff's Requests for Admissions, (see attached **Exhibit 3**, to these Motions), has openly admitted that "the Plaintiff's[sic] (or, more correctly, the Defendant's)[sic] Verification cannot be obtained ***within the time allowed for the filing of this pleading***".

WHEREFORE the Plaintiff for all the above reasons, and in the interests of Justice, hereby respectfully requests this Honorable Court for a Ruling and a Court Order GRANTING the ***Motion for Sanctions,*** and the ***Motion for a Determined Ruling,*** namely, viz, ***THAT Plaintiff's Request for Admissions to Defendant Citizen's Auto Finance Corp. be and is Hereby Deemed to be Admitted in their Entirety Due to Failure of Defendant Citizen's Auto to Timely Answer Plaintiff's Request for Admissions/Interrogatories in Accordance with the Pennsylvania and the Federal Rules of Civil Procedure***.

Respectfully submitted,

Dated: Oct. 10, 2008 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **Motion for Sanctions and Motion for a Determined Ruling that Plaintiff's Request for Admissions to Defendant Citizen's Auto Finance Corp. be and is Hereby Deemed to be Admitted in their Entirety Due to Failure of Defendant Citizen's Auto to Timely Answer Plaintiff's Request for Admissions/Interrogatories in Accordance with the Pennsylvania and the Federal Rules of Civil Procedure**, are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Oct. 10, 2008

by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

EXHIBIT 1

PLAINTIFF'S REQUEST FOR ADMISSIONS TO DEFENDANT CITIZEN'S AUTO FINANCE CORP

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

Plaintiff

August 26, 2008

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517

RE: DAVID L. NEARHOOD, Plaintiff vs RIDER FORD, INC., a/k/a RIDER FORD and CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.

DOCKET NO.: 2007-00908-CD

Dear James C. Warmbrodt:

Enclosed please find Plaintiff's Requests for Admissions to Defendant Citizen's Auto Finance Corp. relative to the above captioned matter. Please provide responses to these requests within thirty (30) days of receipt of the same.

Thank you for your prompt attention to this matter.

Very truly yours,

David L. Nearhood

David L. Nearhood

DLN
Enclosure

David L. Nearhood Plaintiff
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	:
	:
RIDER FORD, INC., a/k/a	:
RIDER FORD	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	:
CITIZENS AUTO FINANCE CORP.	:
	:
Defendants	:

PLAINTIFF'S REQUEST FOR ADMISSIONS TO DEFENDANT CITIZEN'S AUTO FINANCE CORP.

Plaintiff demands that Defendant 2, Citizen's Auto Finance Corp., answers and respond to the following Request for Admissions pursuant to Pa. Rules of Civil Procedure, Rule 4014.

You are requested to admit the truth of each of the statements of fact hereinafter stated. You are instructed that:

1. These requests are made under Pennsylvania Rules of Civil Procedure 4001, et seq., and each of these matters of which an admission is requested shall be be deemed admitted unless your sworn statement in compliance with such Rules is timely made.

2. If you do not admit each of such statements, you must specifically deny each one not admitted or set forth in detail the reasons why you cannot truthfully either admit or deny each such matter.

3. Your answer, signed and properly verified, must be delivered to the undersigned party of record, the Plaintiff, within thirty (30) days after delivery hereof.

4. If you fail or refuse to admit the truth of any such statement of fact and the Plaintiff thereafter proves the truth thereof, you may be required to pay the reasonable expenses incurred in making such proof, including attorney's fees, Plaintiff's costs, witness

expenses, etc.

5. If, in response to any of the following statements of fact, it is your position that the statement is true in part or as to some items, but not true in full or as to all items, then answer separately as to each part or item.

6. If you have been sued in more than one capacity or if your answers would be different if answered in any different capacity, such as partner, agent, corporate officer or director or the like, then you are requested to answer separately in each such capacity. Failure to do so constitutes an admission in any such capacity.

7. In these Requests for Admissions:

   A. The word "persons" means all entities, and, without limiting the generality of the foregoing, includes natural persons, joint owners, associations, companies, partnerships, joint ventures, trusts, and estates;

   B. The word "documents" means all written, printed, recorded, graphic, or photographic matter, or, sound reproductions, however produced or reproduced, pertaining to any matter to the subject matter indicated;

   C. The word "identity", "identify", "identification", when used with respect to a person(s) means to state the full name and present or last known address and business address of such person(s) and, if an actual person, his present or last known job title, and the name and address of his present or last known employers;

   D. The word "identity", "identify", "identification", when used with respect to a date, subject matter, name(s) or person(s) that wrote, signed, initialed, dictated or otherwise participated in the creation of the same, means the name(s) of the addressee or the addresses if any and the name(s) and address(es) of each person who have possession, custody, and control of said document(s). If any such document was, but is no longer in your possession, custody; or control, or in existence, state the date and manner of its disposition; and

   E. The word "identify", when used with respect to a act (including an alleged offense), occurrence, statement, or conduct (hereinafter collectively called "act"), means to (1) describe the substance of the event or events constituting such an act, and to state the date when such act occurred; (2) identify each and every person(s) participating in such an act; (3) identify all other person(s) (if any) present when such act occurred; (4) state whether any minutes, notes, memoranda, or other record of such act was made; (5) state whether such record now exists; and (6) identify the person(s) presently having possession, custody or control of such record.

8. Unless otherwise indicated, all Requests herein relate to those certain events, persons, and period of time more fully described in the pleading in this case.

9. These requests are of a continuous nature.

REQUEST FOR ADMISSION NO. 1:

1) The Defendant Citizen's Auto Finance Corp. is the Holder in Due Course or the Holder of a Integrated Consumer Credit Contract and Buyer's Order (agreement) between itself, the Plaintiff (David L. Nearhood), and the Defendant Rider Ford, Inc.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 1 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial, and please identify the Holder in Due Course or the Holder of the Contract, if any.

REQUEST FOR ADMISSION NO. 2:

2) The Defendant Citizen's Auto Finance Corp. considers the Plaintiff David L. Nearhood as the Debtor in this Integrated Consumer Credit Contract and Buyer's Order (agreement) between itself, the Plaintiff (David L. Nearhood), and the Defendant Rider Ford, Inc.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 2 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 3:
3) The Defendant Citizen's Auto Finance Corp. considers the Defendant Rider Ford, Inc. as the Seller in this Integrated Consumer Credit and Buyer's Order (agreement) Contract between itself, the Plaintiff (David L. Nearhood), and the Defendant Rider Ford, Inc.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 3 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 4:
4) The Defendant Citizen's Auto Finance Corp., as the Holder in Due Course or the Holder, considers itself subject to any and all claims or defenses which the Debtor could assert against the Seller.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 4 is "DENIED", then please explain your facts and legal basis as to why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 5:

5) The Defendant Citizen's Auto Finance Corp. is the "Assignee" of a Integrated Consumer Credit Contract and Buyer's Order (agreement) between itself, the Plaintiff (David L. Nearhood), and the Defendant Rider Ford, Inc.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 5 is "DENIED", then please explain your facts and legal basis as to why it is denied, and please supply written documentation supporting the denial. If your answer is "DENIED", then please identify the Assignee of the Contract, if any.

REQUEST FOR ADMISSION NO. 6:

6) (i) The Defendant Citizen's Auto Finance Corp., as a Holder in Due Course or the Holder, stands in a fiduciary relationship to the Plaintiff

(a). in regards to having a common security interest with the vehicle insurance, title, licensing and registration of the secured collateral property, and

(ii) In regards to being the "Assignee" party in the Integrated Consumer Credit Contract and Buyer's Order (agreement), the Defendant Citizen's Auto Finance Corp. stands in a fiduciary interest and relationship and is obligated or at least has a general responsibility or duty either legally or morally,

(b). to look out for its mutual best interests with Plaintiff (David L. Nearhood) as to any warranties, representations or covenants, and

(c). with respect to a duty, whether specific or general in law, to disclose to the Plaintiff (David L. Nearhood) any untruths, incomplete or inaccurate contract forms, or material breach of contract, etc., by Seller or between Seller and Buyer.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 6 is "DENIED" for any or all parts of your answer above, then please identify which parts are admitted and which parts are denied, and for each part denied, please explain your facts and legal basis separately for each particular item (i) and (ii) and (a) - (c), as identified above, as to why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 7:

7) (a). The Seller's Assignment clause in its respective individual Sections (a) through (u) and contained within the Integrated Consumer Credit Contract and Buyer's Order (agreement), obligates the Defendant Citizen's Auto Finance Corp. and creates a responsibility or independent duty to the Assignee, legally or morally or otherwise in law, to exercise a fiduciary interest and oversight over the Seller, and

(b). it generates at least a general responsibility of the Assignee to see that the Seller adheres to all its requirements and provisions, warranties, representations and covenants, and

(c). Assignee's acceptance of the covenant/contract is contingent upon and material to said adherence by the Seller to all its requirements and provisions, warranties, representations and covenants, in its respective individual Sections (a) through (u), and contained therein within the Integrated Consumer Credit Contract and Buyer's Order (agreement).

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 7 is "DENIED" for any or all parts of your answer above, then please identify which parts are admitted and which parts are denied, and for each part denied, please explain your facts and legal basis separately for each particular item and principle in (a) - (c), as identified above and in the Seller's Assignment clause respective to individual Sections (a) through (u), as to why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 8:
8) The Defendant Citizen's Auto Finance Corp. in their Installment and Finance Agreement, did not properly adhere to the Seller's Assignment clause in all its legal requirements.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 8 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 9:
9) The Defendant Citizen's Auto Finance Corp., as the Holder in Due Course or the Holder, in their Installment and Finance Agreement and/or the Integrated Consumer Credit Contract and Buyer's Order (agreement), failed with respect to a duty, whether specific or general in law, to disclose to the Plaintiff (David L. Nearhood) any untruths, incomplete or inaccurate contract forms, or material breach of contract, etc., by Seller and/or Holder, and/or between Seller or Holder and Buyer.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 9 is "DENIED" for any or all parts of your answer above, then please identify which parts are admitted and which parts are denied, and for each part denied, please explain your facts and legal basis separately for each particular item and principle, as identified above, as to why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 10:
10) The Defendant Citizen's Auto Finance Corp. was duty bound to watch out for the best interest of the Plaintiff (David L. Nearhood).

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 10 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 11:
11) The Defendant Citizen's Auto Finance Corp. breached their fiduciary duty by failing to disclose any material facts of violations of the Integrated Consumer Credit Contract and Buyer's Order (agreement) by the Seller to the Plaintiff David L. Nearhood.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 11 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 12:
12) The Defendant Citizen's Auto Finance Corp. did not fulfill their fiduciary duty.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 12 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied and please explain in what way Citizen's Auto Finance Corp. fulfilled their fiduciary duty, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 13:
13) A representative of the Defendant Citizen's Auto Finance Corp. did not sign the finance agreement contract.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 13 is "DENIED", then please give details as to identify who is it (the representative) that signed the finance agreement contract, and please explain your facts and legal basis as to why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 14:
14) Thomas Dry is the representative for the Defendant Citizen's Auto Finance Corp. that signed the finance agreement contract, but there is no delegation of legal authority available that can be shown authorizing this.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 14 is "DENIED", for any or all parts of your answer above, then please identify which parts are admitted and which parts are denied, then please give details as to identify the person or persons who signed on behalf of the Defendant, if any, and please show and supply the written delegation of legal authority for said person(s) that can be shown authorizing their signature on behalf of the Defendant.

REQUEST FOR ADMISSION NO. 15:
15) The Defendant Citizen's Auto Finance Corp. never returned a signed copy of the finance agreement to the Plaintiff.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 15 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, and please explain how and by what mode a signed copy of the finance agreement was returned to the Plaintiff, and please identify the person(s) who signed a copy of the finance agreement, and please supply written documentation supporting the denial. If the answer is "ADMITTED", then please give reasons for why the finance agreement was not signed nor ever returned to the Plaintiff.

REQUEST FOR ADMISSION NO. 16:
16) The Defendant Citizen's Auto Finance Corp. changed the purchase agreement dates to May 31, 2007, as indicated in the Defendant's pleading served 12/20/2007, and entitled "Answer, New Matter, New Matter Pursuant to Pa.R.C.P. 2252(d) and Counterclaim", at Counterclaim Count I - In Replevin, Paragraph 48; and Counterclaim Count II - In Contract for In Personam Damages, Paragraphs 52 and 54; therein.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 16 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 17:
17) The Defendant Citizen's Auto Finance Corp. received a rescission and revocation of the acceptance of the contract(s) in a timely manner.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 17 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 18:

18) (a). The legal documents received from Defendant Rider Ford are complete in all details as required.

(b). They are complete with no blanks.

(c). They are all notarized where required.

(d). They all have legible signatures where required.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 18 is "DENIED" for any or all parts of your answer above, then please give details and identify which parts are admitted and which parts are denied, and for each part denied, please explain your facts and legal basis separately for each particular item and principle in (a) - (d), as identified above, as to why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 19:
19) The Citizen's Auto Finance Corp. Installment and Finance Agreement properly adhered to the Buyers Order in all its legal requirements.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 19 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, and as to why and where and how it does not properly adhere to the Buyers Order in all its legal requirements, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 20:
20) There is no paperwork or electronic information generated from Defendant Rider Ford to the Defendant Citizen's Auto Finance Corp. different from what the Plaintiff has made known to the courts.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 20 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, please identify what they are and supply copies of all such paperwork or electronic information different from what the Plaintiff has made known to the courts, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 21:
21) There is no paperwork or electronically generated information sent or received , from or to the Defendant Citizen's Auto Finance Corp. and Defendant Rider Ford.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 21 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, please identify what it is and supply copies of all such paperwork or electronically generated information sent or received , from or to the Defendant Citizen's Auto Finance Corp. and Defendant Rider Ford, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 22:
22) The Defendant Citizen's Auto Finance Corp. is not aware of any laws or legal rules or breach of the Seller's Assignment clause that have been broken by Defendant Rider Ford, or any violations of the rules and regulations that are required.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 22 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, please identify what laws or legal rules or breach of the Seller's Assignment clause you are aware have been broken by Defendant Rider Ford, or any violations of the rules and regulations that are required., and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 23:
23) The Defendant Citizen's Auto Finance Corp. was not aware that the GVWR requirement to be listed and specified on all the contract forms was left blank by Defendant Rider Ford.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 23 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, please identify when did the Defendant Citizen's Auto Finance Corp. first become aware of this material omission of a legal term of the contract, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 24:
24) The Defendant Citizen's Auto Finance Corp. did something about the missing GVWR on the contract forms and took action to enforce the Seller's Assignment Clause with Defendant Rider Ford.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 24 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, please explain why no action was ever taken by the Defendant Citizen's Auto Finance Corp., and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 25:
25) The Defendant Citizen's Auto Finance Corp. was not aware that no notarization was done in the presence of the Plaintiff.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 25 is "DENIED"and Defendant Citizen's Auto Finance Corp. was aware that no notarization was done in the presence of the Plaintiff, then please give details and explain your facts and legal basis as to why it is denied and why the Defendant Citizen's Auto Finance Corp. accepted the contract without notarization being done in the Presence of the Plaintiff, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 26:
26) The Defendant Citizen's Auto Finance Corp. is not aware of any laws or legal rules that where violated and were not adhered to?.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 26 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, please identify what laws or legal rules the Defendant Citizen's Auto Finance Corp. is aware of that where violated and were not adhered to, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 27:
27) The Defendant Citizen's Auto Finance Corp. is not aware of any altering of information on the Buyers Order or the Installment / Finance Agreement.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 27 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, please identify what altering of information the Defendant Citizen's Auto Finance Corp. is aware of on the Buyers Order or the Installment / Finance Agreement, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 28:
28) The Defendant Citizen's Auto Finance Corp. was aware that the Plaintiff never took legal possession, (registered), of the vehicle till May 2, 2007.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 28 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, please identify when the Defendant Citizen's Auto Finance Corp. did become aware that the Plaintiff never took legal possession, (registered), of the vehicle till May 2, 2007, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 29:
29) The date that the Defendant Citizen's Auto Finance Corp. received title in the Plaintiff's, (David L. Nearhood), name was May 2, 2007.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 29 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, please identify when was the correct date that the Defendant Citizen's Auto Finance Corp. received title in the Plaintiff's (David L. Nearhood), name, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 30:
30) The Defendant Citizen's Auto Finance Corp. cannot recognize the Transferor's signature on the Odometer Disclosure Statement.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 30 is "DENIED" and the Defendant Citizen's Auto Finance Corp. can recognize the Transferor's signature on the Odometer Disclosure Statement, then please give details and explain your facts and legal basis as to why it is denied, please identify the Transferor, and please supply written documentation supporting the denial. If the answer is "ADMITTED", then please give reasons for why the Defendant Citizen's Auto Finance Corp. cannot recognize the Transferor's signature on the Odometer Disclosure Statement.

REQUEST FOR ADMISSION NO. 31:

31) The Defendant Citizen's Auto Finance Corp. never did anything about any other violation or breach of the Seller's Assignment clause, or any other laws or legal rules broken by Defendant Rider Ford and take action to enforce the Seller's Assignment Clause with Defendant Rider Ford.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 31 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, and please explain what action was taken by the Defendant Citizen's Auto Finance Corp. in reference to the aforesaid violations or breach of the Seller's Assignment clause, or any other laws or legal rules broken by Defendant Rider Ford to enforce the Seller's Assignment Clause with Defendant Rider Ford, and please supply written documentation supporting the denial. If the answer is "ADMITTED", then please give reasons for why no action was ever taken by the Defendant Citizen's Auto Finance Corp..

Respectfully submitted,

Dated: August 26, 2008 by David L. Nearhood

David L. Nearhood, *in propria persona*
Plaintiff

VERIFICATION

I, _____, in the Title-Capacity of (please print) _____ for the Defendant Citizen's Auto Finance Corp., under penalties of perjury and subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, verify that the foregoing Responses are true and correct to the best of my knowledge, information and belief.

Dated: _____ by _____
Signature / Title - Capacity for Defendant

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on August 26, 2008, a copy of the attached PLAINTIFF'S REQUEST FOR ADMISSIONS TO DEFENDANT CITIZEN'S AUTO FINANCE CORP. by depositing a true and correct copy in the U.S. Mail to:

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

with a copy to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Respectfully submitted,

Dated: August 26, 2008 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

EXHIBIT 2

U.S. CERTIFIED MAIL RECIEPT

SENT AUGUST 26, 2008

RECEIVED AUGUST 28, 2008

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

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

David L. Nearhood
1223 Oak Grove Rd
Morrisdale, PA 16858

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Ave.
Pitt. PA 15219-9517

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Alexander A Gilloske B. Date of Delivery 8-28-08

C. Signature
X [signature] ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label) 7099 3220 0007 8474 4165

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952

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

Article Sent To:
PITTSBURGH PA 15219

Postage	$	$1.51
Certified Fee		$2.70
Return Receipt Fee (Endorsement Required)		$2.20
Restricted Delivery Fee (Endorsement Required)		$0.00
Total Postage & Fees	$	$6.41

0651
MORRISDALE PA 16858
Postmark Here
08/26/2008

Name (Please Print Clearly) (To be completed by mailer)
Weltman, Weinberg & Reis Co., L.P.A.
Street, Apt. No.; or PO Box No.
2718 Koppers Bldg.
436 Seventh Ave
City, State, ZIP+4
Pittsburgh, PA 15219-9517

PS Form 3800, July 1999 See Reverse for Instructions

7099 3220 0007 8474 4165

EXHIBIT 3

DEFENDANT'S ANSWERS AND OBJECTIONS TO PLAINTIFF'S REQUEST FOR ADMISSIONS

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

No. 2007-908-CD

TYPE OF PLEADING:
DEFENDANT'S ANSWERS AND OBJECTIONS TO PLAINTIFF'S REQUEST FOR ADMISSIONS

FILED ON BEHALF OF
Plaintiff:

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis, Co., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7995
WWR# 6101364

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

DEFENDANT'S ANSWERS AND OBJECTIONS TO PLAINTIFF'S REQUESTS FOR ADMISSIONS

AND NOW, comes the Defendant, Citizens Auto Finance Corp., by and through its attorneys, Weltman, Weinberg & Reis Co., L.P.A. and files the within Answers and Objections:

Defendant objects to Plaintiff's Requests to the extent that they seek (a) information and/or materials that are outside the scope of the applicable rules of civil procedure; (b) irrelevant information not reasonably calculated to lead to the discovery of admissible evidence; (c) information that constitutes confidential, proprietary and/or trade secret information; (d) information protected by the attorney-client privilege, the consulting expert witness privilege, the attorney work product doctrine, and/or any other applicable privilege or immunity. Defendant specifically objects to the instructions contained in the Requests to the extent that they seek to require Defendant to provide responses for persons or entities other than this Defendant. Defendant reserves the right to supplement its responses.

1. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms. By way of further response, and without waiving its objections hereto, it is admitted that the Retail Installment Contract was assigned to this Defendant. It is denied that this Defendant was a party to the Buyer's Order.

2. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms. By way of further response, and without waiving its objections hereto, it is admitted that Plaintiff is identified as the "Buyer" in the Retail Installment Contract and in the Buyer's Order.

3. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms. By way of further response, and without waiving its objections hereto, it is admitted that Rider Ford is identified as the "Creditor-Seller" in the Retail Installment Contract and as the "Dealer" in the Buyer's Order.

4. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms. By way of further response, and without waiving its objections hereto, Defendant incorporates its responses in Paragraphs 1 and 2, above, by reference thereto as though herein set forth at length.

5. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms. By way of further response, and without waiving its objections hereto, Defendant incorporates

its responses in Paragraph 1, above, by reference thereto as though herein set forth at length.

6. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms. Defendant objects to the format of the request, which is compound in nature, and would require Defendant to assume the truth of matters objected to as legal conclusions.

7. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms. Defendant objects to the format of the request, which is compound in nature, and would require Defendant to assume the truth of matters objected to as legal conclusions.

8. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms.

9. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms. Defendant objects to the format of the request, which is compound in nature, and would require Defendant to assume the truth of matters objected to as legal conclusions.

10. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms.

11. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms.

12. Plaintiff's request is objected to as calling for a legal conclusion.

13. It is admitted that no officer or employee of this Defendant signed the Retail Installment Contract.

14. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms. Defendant objects to the format of the request, which is compound in nature, and would require Defendant to assume the truth of matters objected to as legal conclusions. By way of further response, and without waiving its objections hereto, it is admitted that Thomas Dry signed the Retail Installment Contract for the Creditor-Seller.

15. Denied. Plaintiff has previously acknowledged receipt of the true, correct and complete copy of the Retail Installment Contract.

16. It is admitted that the Retail Installment Contract is dated December 30, 2006. The remaining requests refer to pleadings of record, which documents speak for themselves.

17. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms.

18. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms. Defendant objects to the format of the request, which is compound in nature, and would require Defendant to assume the truth of matters objected to as legal conclusions.

19. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms.

20. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms. Plaintiff objects to the request to the extent that the matters requested are in the possession, custody, knowledge or control of parties other than this Defendant.

21. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms. Plaintiff objects to the request to the extent that the matters requested are in the possession, custody, knowledge or control of parties other than this Defendant.

22. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms. Plaintiff objects to the request to the extent that the matters requested are in the possession, custody, knowledge or control of parties other than this Defendant.

23. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms. Defendant objects to the format of the request, which is compound in nature, and would require Defendant to assume the truth of matters objected to as legal conclusions. Plaintiff objects to the request to the extent that the matters requested are in the possession, custody, knowledge or control of parties other than this Defendant.

24. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms. Defendant objects to the format of the request, which is compound in nature, and would require Defendant to assume the truth of matters objected to as legal conclusions. Plaintiff objects to the request to the extent that the matters requested are in the possession, custody, knowledge or control of parties other than this Defendant.

25. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms. Defendant objects to the format of the request, which is compound in nature, and would

require Defendant to assume the truth of matters objected to as legal conclusions. Plaintiff objects to the request to the extent that the matters requested are in the possession, custody, knowledge or control of parties other than this Defendant.

26. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms. Defendant objects to the format of the request, which is compound in nature, and would require Defendant to assume the truth of matters objected to as legal conclusions. Plaintiff objects to the request to the extent that the matters requested are in the possession, custody, knowledge or control of parties other than this Defendant.

27. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms. Defendant objects to the format of the request, which is compound in nature, and would require Defendant to assume the truth of matters objected to as legal conclusions. Plaintiff objects to the request to the extent that the matters requested are in the possession, custody, knowledge or control of parties other than this Defendant.

28. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms.

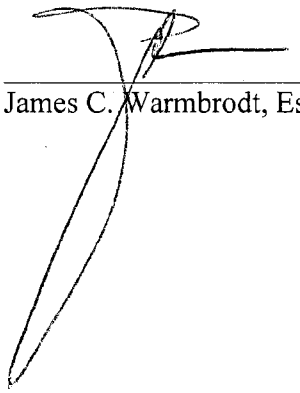
29. Denied. Plaintiff received title on or about March 2, 2007.

30. Plaintiff's request is objected to as calling for a legal conclusion.

31. Plaintiff's request is objected to as calling for a legal conclusion. Plaintiff's request is objected to for including vague, ambiguous and undefined terms. Defendant objects to the format of the request, which is compound in nature, and would require Defendant to assume the truth of matters objected to as legal

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is an attorney for the Plaintiff herein and makes this Verification based upon the facts as supplied to him by the Plaintiff because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.



James C. Warmbrodt, Esquire

conclusions. Plaintiff objects to the request to the extent that the matters requested are in the possession, custody, knowledge or control of parties other than this Defendant.

Respectfully submitted,

James C. Warmbrodt, Esquire
PA I.D. # 42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#: 6101364

CERTIFICATE OF SERVICE

A true and correct copy of the within Defendant's Answers and Objections to Plaintiff's Request for Admissions has been served by U.S. Mail, Postage Pre-Paid, on 17th of October, 2008 upon the following:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Susan E. Bardo, Esquire
Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
122 East High Street
Bellefonte, PA 16823

BY: _____
James C. Warmbrodt, Esquire

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**: Pa.R.C.P., Rule 4006(a)(2)**
	: Pa.R.C.P., Rule 4014(b)
	: Fed.R.C.P., Rule 36(a)(3)
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Oct. 10, 2008, a copy of the attached **Motion for Sanctions and Motion for a Determined Ruling that Plaintiff's Request for Admissions to Defendant Citizen's Auto Finance Corp. be and is Hereby Deemed to be Admitted in their Entirety Due to Failure of Defendant Citizen's Auto to Timely Answer Plaintiff's Request for Admissions/Interrogatories in Accordance with the Pennsylvania and the Federal Rules of Civil Procedure** by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Oct. 10, 2008 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**: Pa.R.C.P., Rule 4006(a)(2)**
	: Pa.R.C.P., Rule 4014(b)
	: Fed.R.C.P., Rule 36(a)(3)
Defendants	**:**

ORDER

AND NOW, this _____ day of _____, 2008, in due consideration of the Plaintiff's MOTION FOR SANCTIONS AND MOTION FOR A DETERMINED RULING THAT PLAINTIFF'S REQUEST FOR ADMISSIONS TO DEFENDANT CITIZEN'S AUTO FINANCE CORP. BE AND IS HEREBY DEEMED TO BE ADMITTED IN THEIR ENTIRETY DUE TO FAILURE OF DEFENDANT CITIZEN'S AUTO TO TIMELY ANSWER PLAINTIFF'S REQUEST FOR ADMISSIONS/INTERROGATORIES IN ACCORDANCE WITH THE PENNSYLVANIA AND THE FEDERAL RULES OF CIVIL PROCEDURE,

IT IS ORDERED that Plaintiff's Motions are hereby GRANTED; and a Determined Ruling by this Court is hereby issued and decreed, viz, THAT Plaintiff's Request for Admissions to Defendant Citizen's Auto Finance Corp. be and is Hereby Deemed to be Admitted in their Entirety Due to Failure of Defendant Citizen's Auto to Timely Answer Plaintiff's Request for Admissions/Interrogatories in Accordance with the Pennsylvania and the Federal Rules of Civil Procedure.

By the Court,

_____,J
Fredric J. Ammerman

UR

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

DAVID L. NEARHOOD,	*	
Plaintiff	*	
vs.	*	NO. 07-908-CD
RIDER FORD, INC, a/k/a RIDER FORD and	*	
CITIZENS AUTOMOBILE FINANCE CORP.,	*	
a/k/a CITIZENS AUTO FINANCE CORP.,	*	
Defendants	*	

RULE TO SHOW CAUSE

NOW, this 12th day of November, 2008, upon receipt and review of the Plaintiff's pro se Motion filed November 10, 2008; it is the ORDER of this Court that argument on said Motion shall be held on the 15th **day of** December, **2008 at** 11:00 A m. in **Courtroom No. 1** of the Clearfield County Courthouse, Clearfield, Pennsylvania.

Thirty minutes has been allotted for this proceeding.

BY THE COURT,

Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

FILED 1cc Plff
01 9:50 BY 1223 Oak Grove Rd.
NOV 13 2008 Morrisdale, PA
16858
William A. Shaw 1cc Attys:
Prothonotary/Clerk of Courts Stover/Bardo
Wasmbrodt
(GIC)

ORIGINAL

FILED

NOV 13 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/13/08

____ You are responsible for serving all appropriate parties.

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

X Plaintiff(s) , __ Plaintiff(s) Attorney ____ Other

____ Defendant(s) X Defendant(s) Attorney

____ Special Instructions:

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

No. 2007-908-CD

TYPE OF PLEADING:
DEFENDANT'S ANSWER TO PLAINTIFF'S MOTION FOR SANCTIONS AND MOTION FOR DETERMINED RULING, AND MOTION TO WITHDRAW OR AMEND ADMISSIONS

FILED ON BEHALF OF:
Defendant, Citizens Auto Finance Corp.

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis, Co., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7995
WWR# 6101364

FILED NO CC
m/12:52BH
DEC 01 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

DEFENDANT'S ANSWER TO PLAINTIFF'S MOTION FOR SANCTIONS AND MOTION FOR DETERMINED RULING, AND MOTION TO WITHDRAW OR AMEND ADMISSIONS

AND NOW, comes the Defendant, Citizens Auto Finance Corp., by and through its attorneys, Weltman, Weinberg & Reis Co., L.P.A. and files the within Answer to Plaintiff's Motion for Sanctions and Motion for Determined Ruling, and Motion to Withdraw or Amend Admissions:

1. It is admitted that Exhibit 1 is a copy of the Plaintiff's Requests for Admissions.
2. Admitted.
3. It is admitted that Defendant's Answers and Objections to Plaintiff's Requests for Admissions were served on Plaintiff on October 17, 2008.
4. Denied as stated. It is admitted that on October 16, 2008 Plaintiff contacted Defendant's undersigned counsel and requested that Defendant respond to the Requests for Admissions.

5. It is admitted that Defendant's undersigned counsel informed Plaintiff that Defendant would respond to Plaintiff's Requests for Admissions.

6. It is admitted that Exhibit 3 is a copy of the Defendant's Answers and Objections to Plaintiff's Requests for Admissions that were served on Plaintiff on October 17, 2008.

7. It is admitted that Defendant's Answers and Objections to Plaintiff's Requests for Admissions were served on Plaintiff on October 17, 2008. The remainder of Plaintiff's averments constitute conclusions of law to which no response is required.

8. Denied as stated. During the telephone conversation, Plaintiff requested that Defendant serve responses to the Requests for Admissions.

9. Admitted.

10. Plaintiff's averments constitute conclusions of law to which no response is required.

11. Plaintiff's averments constitute conclusions of law to which no response is required.

12. Plaintiff's averments constitute conclusions of law to which no response is required.

13. Plaintiff's averments restate the averments contained in the preceding paragraphs of his motion, to which Defendant has previously responded, above, and Defendant incorporates its response by reference thereto as though herein set forth at length.

14. Plaintiff's averments restate the averments contained in the preceding paragraphs of his motion, to which Defendant has previously responded, above, and Defendant incorporates its response by reference thereto as though herein set forth at length.

15. Plaintiff's averments restate the averments contained in the preceding paragraphs of his motion, to which Defendant has previously responded, above, and Defendant incorporates its response by reference thereto as though herein set forth at length.

16. Plaintiff's averments constitute conclusions of law. To the extent that a response may be required, it is denied that Defendant failed to admit or deny Plaintiff's requests that related to statements or opinions of fact, or the application of law to fact, or that Defendant otherwise failed to respond to the requests in the manner required pursuant to Pa.R.C.P. 4014. By way of further response, Defendant believes and therefore avers that the vast majority of Plaintiff's requests did not relate to statements or opinions of fact, or the application of law to fact, as required by Pa.R.C.P. 4014, and therefore no response to such requests was required. Specifically, the majority of Plaintiff's requests required Defendant to admit or to assume conclusions of law. Many of Plaintiff's requests were so general or so vague as to preclude the admission or denial of the requests. Other of Plaintiff's requests required Defendant to admit matters within the exclusive knowledge, custody or control of Defendant Rider Ford, Inc. The format of many of Plaintiff's requests were compound, and included more than one of the aforementioned objectionable features.

17. Plaintiff's averments constitute conclusions of law. To the extent that a response may be required, it is admitted that Defendant's Answers and Objections served on October 17, 2008 contained an attorney verification. By way of further response, a Verification executed by the Defendant has been served on the Plaintiff.

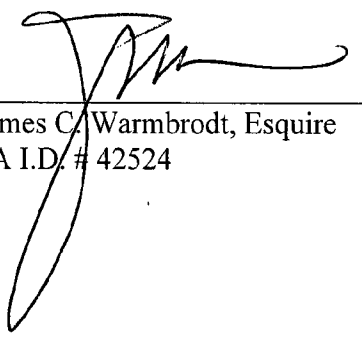
18. Defendant incorporates its response in Paragraph 17, above, by reference thereto as though herein set forth at length.

19. Plaintiff's averments restate the averments contained in the preceding paragraphs of his motion, to which Defendant has previously responded, above, and Defendant incorporates its response by reference thereto as though herein set forth at length.

20. Defendant incorporates its response in Paragraph 17, above, by reference thereto as though herein set forth at length.

WHEREFORE, Defendant humbly requests that this Honorable Court enter an Order denying the relief requested by the Plaintiff in his Motion for Sanctions and Motion for a Determined Ruling, or in the alternative, that this Honorable Court grant leave to the Plaintiff to withdraw its admissions or to amend any of its admissions as this Honorable Court shall so direct, together with an further relief which this Honorable Court deems appropriate.

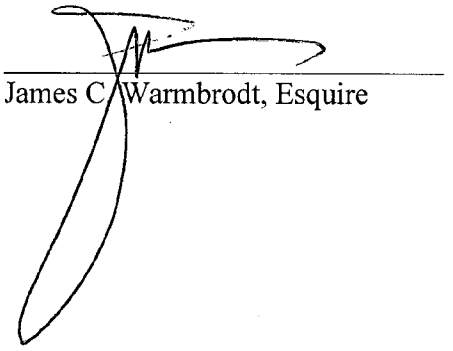
Respectfully submitted,



James C. Warmbrodt, Esquire
PA I.D. # 42524

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is an attorney for the Defendant herein and makes this Verification based upon the facts as supplied to him by the Defendant because the Defendant is outside the jurisdiction of the court and the Defendant's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.



James C. Warmbrodt, Esquire

CERTIFICATE OF SERVICE

A true and correct copy of the within DEFENDANT'S ANSWER TO PLAINTIFF'S MOTION FOR SANCTIONS AND MOTION FOR DETERMINED RULING, AND MOTION TO WITHDRAW OR AMEND ADMISSIONS has been served by U.S. Mail, Postage Pre-Paid, on 26th of November, 2008 upon the following:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Susan E. Bardo, Esquire
Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
122 East High Street
Bellefonte, PA 16823

The Honorable Frederic J. Ammerman
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

BY: _____
James C. Warmbrodt, Esquire

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

DAVID L NEARHOOD

Plaintiff

No. 2007-908-CD

vs.

PRAECIPE FOR SUBSTITUTION OF VERIFICATION

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.

Defendant

FILED ON BEHALF OF
Defendant

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esq.
PA I.D. # 42524
Weltman, Weinberg & Reis CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#6101364

FILED NO CC
m 12:51 BA
DEC 01 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L NEARHOOD

Plaintiff

vs. Civil Action No. 2007-908-CD

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.

Defendant

PRAECIPE FOR SUBSTITUTION OF VERIFICATION

TO THE PROTHONOTARY:

At the request off the undersigned attorneys for the defendant, you are directed to substitute the verification in the Defendant's Answers and Objections to Plaintiff's Request for Admissions in the above caption matter.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: _____
James C. Warmbrodt, Esq.
PA I.D. # 42524
Weltman, Weinberg & Reis CO., L.P A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR #6101364

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is MICHAEL HECHT (Name), LEGAL SPECIALIST (Title) of RBS CITIZENS, N.A. (Company), ~~plaintiff~~ Defendant herein, that he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Defendant's Answers and Objections to Plaintiff's Requests for Admissions are true and correct to the best of his/her knowledge, information and belief.

Michael Hecht
(Signature)

WWR# 6101364

CERTIFICATE OF SERVICE

I, James C. Warmbrodt, hereby certify that a true and correct copy of the Praecipe for Substitution of Verification was served on Defendant by regular U. S. Mail, postage prepaid, this 25th day of November, 2008, addressed as follows:

DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 16858

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

DAVID L NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

Case No.: 2007-908-CD

CITIZEN'S AUTO FINANCE CORP.'S MOTION FOR SUMMARY JUDGMENT AGAINST PLAINTIFF DAVID L. NEARHOOD

FILED ON BEHALF OF:
Defendant, Citizens Auto Finance Corp.

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esq.
PA I.D. # 42524
Weltman, Weinberg & Reis CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED No cc.
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DEC 08 2008
William A. Shaw
Prothonotary/Clerk of Courts

WWR No. 06101364

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

DAVID L NEARHOOD,

Plaintiff,

Case No.: 2007-908-CD

vs.

MOTION FOR SUMMARY JUDGMENT

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,
Defendants.

MOTION FOR SUMMARY JUDGMENT

AND NOW COMES the Defendant, Citizens Auto Finance Corp., by and through its counsel James C. Warmbrodt, Esquire, and Weltman, Weinberg & Reis, Co., L.P.A., and hereby files this Motion for Summary Judgment against the Plaintiff. In support thereof, Defendant avers as follows:

1. Plaintiff initiated the within action on June 8, 2007 by the filing of a Complaint against the above-named Defendants. Attached hereto and designated as Exhibit "1" is a true and correct copy of Plaintiff's Complaint filed herein.

2. On or about December 26, 2007, Citizens filed an Answer, New Matter, New Matter Pursuant to PA.R.C.P. 2252(d) and a Two Count Counterclaim in Replevin against Plaintiff, seeking possession of the vehicle as well as the balance due under the contract, $22,922.21, plus continuing finance charges at the rate of 8.49% per annum from May 31, 2007, plus costs of repossession, attorney's fees of $1,500.00 and costs. Attached hereto and designated as Exhibit "2" is a true and correct copy of Citizens Answer, New Matter and Counterclaim filed herein.

3. On or about January 8, 2008, Plaintiff filed a Reply to Citizens' Answer, and Answer to New Matter and New Matter Pursuant to Pa.R.C.P. 2252(d), and Counter-Reply to Counterclaim

(hereinafter "Response to Counterclaim"). Attached hereto and designated as Exhibit "3" is a true and correct copy of Plaintiff's Response to Counterclaim filed herein.

4. The within action stems from Plaintiff's purchase of a 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026 (hereinafter "vehicle"), from Defendant, Rider Ford, Inc. (hereinafter "Rider"), and Plaintiff's financing of said purchase by and through Defendant, Citizens Auto Finance Corp. (hereinafter "Citizens"), on or about December 30, 2006.

5. In Plaintiff's Complaint, he admits signing the Retail Installment Agreement and Security Agreement in favor of Rider Ford, Inc., on or about December 30, 2006. See. Paragraph 4 of Exhibit "1".

6. Plaintiff's cause of action is based upon alleged oral agreements.

7. Both the purchase agreement (Exhibit "A") and the Retail Installment Agreement (Exhibit "B") attached to Plaintiff's Complaint are fully integrated agreements that specifically state that the terms and conditions therein are not subject to modification by oral agreement. See. Attachments to Exhibit "1".

8. Plaintiff's cause of action would require parole evidence to modify fully integrated written agreements.

9. It is well established that a party may not use parole evidence to modify fully integrated written agreements in Pennsylvania.

10. All of the other matters complained of in Plaintiff's Complaint are based on acts or omissions of Rider and are outside of the scope of the signed Agreements.

11. As a Holder In Due Course, Citizens can not be bound by acts or omissions of Rider that are entirely outside of the scope of the Agreements.

12. Plaintiff's Complaint fails to state a cause of action against this Defendant.

13. Pursuant to the terms of the Retail Installment Agreement, Plaintiff conveyed a security interest in the vehicle to Citizens.

14. Attached to Citizens Counterclaim as Exhibit "2" is a true and correct copy of the Certificate of Title issued by the Commonwealth of Pennsylvania for the subject vehicle, which Title names Citizens as the first lienholder.

15. On April 11, 2008, Citizens served Plaintiff with Request for Admissions. Attached hereto and designated as Exhibit "4" is a true and correct copy of said Request for Admissions.

16. On May 20, 2008, Plaintiff served his Response to the Request for Admissions upon Citizens.

17. In his Response to said Request for Admissions, Plaintiff either admitted, or gave non-responsive answers that fail to deny every material fact comprising the necessary elements of Citizens' causes of action. See Exhibit "5".

18. Plaintiff has admitted that he signed the Retail Installment Sale Contract (Request for Admission no. 1).

19. Plaintiff has admitted to taking physical possession of the vehicle (Request for Admission no. 2 and attached "Supplied Specifics" no. 2).

20. Plaintiff has admitted that he agreed, by signing the Retail Installment Sale Contract, to pay to Citizens 84 payments of $349.00 each beginning January 29, 2007 (Request for Admission no. 3 and attached "Supplied Specifics" no. 3).

21. By alleging that he "rescinded" said Contract, Plaintiff has admitted that he has made none of the payments required under said Contract (Request for Admission no. 4 and attached "Supplied Specifics" no. 4).

22. Pursuant to terms of the Agreement, Plaintiff agreed to finance the sum of $22,102.50, plus interest at rate of 8.4% per annum from December 30, 2006, plus reasonable attorney's fees and court costs.

23. Plaintiff has failed to aver any facts that would establish a meritorious defense to Citizens claims for possession and for the balance owed on the Contract.

24. As set forth above, there exists no genuine issue of any material fact as to a necessary which could be established by additional discovery or expert report, and Citizens is entitled to judgment in its favor as a matter of law.

WHEREFORE, Citizens humbly requests this Honorable Court to enter an order dismissing Plaintiff's Complaint against Citizens with Prejudice and granting Summary Judgment in favor of Citizens and against the Plaintiff, David L. Nearhood, for possession of the 2006 Ford Truck bearing VIN # 1FTNF21506EB63026 and for contractual damages in the amount of $22,102.50, plus interest at the rate of 8.49% per annum from December 30, 2006, plus attorneys' fees of $1,500.00 and costs.

Respectfully Submitted:

By: _____

James C. Warmbrodt, Esq.
PA I.D. # 42524
Weltman, Weinberg & Reis CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is an attorney for the Defendant herein and makes this Verification based upon the facts as supplied to him by the Defendant because the Defendant is outside the jurisdiction of the court and the Defendant's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.

James C. Warmbrodt, Esquire

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

DAVID L NEARHOOD,

Plaintiff,

Case No.: 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

ORDER OF COURT

AND NOW, to-wit, this ____ day of _____, 2008, upon Citizens Auto Finance Corporation's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Citizens and against the Plaintiff, David L. Nearhood, as follows: Plaintiff's complaint against Citizens be and hereby is dismissed with Prejudice as to Citizens, and Citizens be and hereby is granted possession of the 2006 Ford Truck, bearing VIN # 1FTNF21506EB63026, and is awarded damages against Plaintiff in the amount of $22,102.50, plus interest at the rate of 8.49% per annum from December 30, 2006, plus attorneys' fees of $1,500.00 and costs.

BY THE COURT

_____ J.

WWR No. 06101364

CERTIFICATE OF SERVICE

A true and correct copy of the within Plaintiff's Motion for Summary Judgment has been served by U.S. Mail, Postage Pre-Paid, on 4th day of December, 2008 upon the following:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Susan E. Bardo, Esquire
Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
122 East High Street
Bellefonte, PA 16823

The Honorable Frederic J Ammerman
Clearfield County Courthouse
230 East Market Street.
Clearfield Pa 16830

By: _____
James C. Warmbrodt, Esq.
PA I.D. #42524
Weltman, Weinberg & Reis CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR No. 06101364

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL ACTION- (LAW) ~~(EQUITY)~~

No. 2007-908-CD

Type of Case: **BREACH OF CONTRACT**

Type of Pleading: **COMPLAINT**

Filed on Behalf of:
PLAINTIFF
(Plaintiff / ~~Defendant~~)

DAVID L. NEARHOOD
Plaintiff

VS.

RIDER FORD, INC.
Defendant

AND

CITIZENS AUTO FINANCE CORP.
Defendant

Counsel of Record for this Party:

David L. Nearhood, In Propria Persona
~~(Name of Attorney)~~

Supreme Court No.:

N / A
(Firm Name, if any)

1223 Oak Grove Road
(Address 1)

Morrisdale, Pennsylvania 16858
(Address 2)

(814) 342-7464
(Phone)

Dated: June 8, 2007

David L. Nearhood
(Signature)

EXHIBIT

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

JUN 08 2007

Attest.

Prothonotary/
Clerk of Courts



David L. Nearhood Plaintiff
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO. _____**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. 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.

Court Administrator
Clearfield County Courthouse
230 East Market & North Second Street
Clearfield, Pa 16830
(814) 765-2641, Ext. (5982)



David L. Nearhood Plaintiff
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO. _____**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

COMPLAINT

I. - FACTS, ISSUES, BASIS OF ACTION AND CLAIMS OF THE CASE

1. The Plaintiff is David L. Nearhood, a sovereign individual, with his home address located at 1223 Oak Grove Road, Morrisdale, Pennsylvania 16858 ("Plaintiff").
2. Defendant Number One is Rider Ford, Inc., a Ford truck dealer, also known as Rider Ford, and is a corporation with its offices and last known mailing address at 1001 Walton Street, Phillipsburg, Pennsylvania 16866 ("Defendant 1").



3. Defendant Number Two is Citizens Automobile Finance Corp., a finance credit company, also known as Citizens Auto Finance Corp, and is a banking corporation with its offices and last known mailing address at P.O. Box 255587, Sacramento, California 95865-5587 ("Defendant 2").

4. On or about December 30, 2006, the Plaintiff David L. Nearhood signed and executed a written sales contract agreement, entitled "Buyer's Order" (the "Contract"), with Defendant 1, Rider Ford, Inc., for the purchase, delivery and financing under certain terms and conditions Plaintiff specified, of a new 2006 Ford S-DTY F-250 truck in the original principal amount of $28, 602.50 with a cash downpayment of $6,500.00 that was made by Plaintiff, and the unpaid balance of $22, 102.50 that was agreed to be financed thereunder by Defendant 2, Citizen's Automobile Finance Corp. A true and correct copy of the Contract is attached hereto as **Exhibit A** and incorporated herein by reference.

5. On or about December 29, 2006, the previous day, the Plaintiff David L. Nearhood in the offices of Defendant 1, signed and executed a written financing agreement for the unpaid balance of $22, 102.50, and together with the total titling, license and Motor Vehicle registration fees of $93.50 that were paid by or for Plaintiff, entitled "Retail Installment Contract" (the "Finance Agreement"), and containing an attached "rider" clause entitled "Seller's Assignment", with Defendant 2, Citizens Automobile Finance Corp., to obtain the necessary credit for the purchase, delivery and financing under those certain terms and conditions Plaintiff specified, of a new 2006 Ford S-DTY F-250 truck. Neither Defendant 2 banking corporation nor any of its representatives were present that day in the offices of Defendant 1, but Defendant 1 filled out the Finance Agreement paperwork

on behalf of Defendant 2 and handed it to Plaintiff for him to sign. A true and correct copy of the Finance Agreement with the attached "rider" Seller's Assignment clause, is attached hereto as **Exhibit B** and incorporated herein by reference.

6. The Plaintiff hereby asserts a cause of action[38-39, 42-60] for breach of contract ex contractu for fraud, misrepresentation, deception, concealment, negligence, invalid contract, illegal contract, defacto contract, and unconscionable contract or *contra bonos mores*[41] [Latin: "against good morals"]; and the Defendants are hereby joined by mandatory joinder, and Plaintiff joins Defendant 1 and Defendant 2, both or any one of them as liable to the Plaintiff on and by reason of the breach of the contractual obligation[40] being sued upon, regardless of the capacities in which such Defendants are respectively liable, or whether they are primarily or secondarily or severably liable or whether their liabilities arise from the same or separate acts or undertakings.

7. Plaintiff hereby reserves all his rights in joiner of defendants and asserts that a series or sequence of transactions or occurrences in this matter gives rise to more than one cause of action heretofore asserted in assumpsit and trespass, against the same person, including causes of action in the alternative, and Defendants are therefore joined in separate counts in the action against each Defendant person.

8. Plaintiff hereby joins the Defendants as persons against whom the plaintiff asserts any right to relief jointly, severally, separately or in the alternative, in respect of or arising out of the same transaction, occurrence, or series of transactions or occurrences as there is a common question of law or fact affecting the liabilities of all such persons arising in this action.

9. As part of the certain oral terms and conditions in the Contract that Plaintiff specified with Defendant 1 and binding upon Defendant 2 for the purchase, delivery and financing of the truck, the dealer and seller Defendant 1 agreed and represented to Plaintiff, and by extension and by the doctrine of mutual implied assumpsit, Defendant 2 also therefore agreed, and told Plaintiff that they would sell, deliver and finance to him a new 2006 Ford S-DTY F-250 truck registered via the Pennsylvania DMV/DOT MV-1 Application for Title form, with the maximum Gross Vehicle Weight Rating ("GVWR") for this class of truck around 9500 lbs, or about 4.75 tons total load capacity so that Plaintiff could obtain a vehicle necessary in his livelihood and line of work or occupation to make money and to be able to legally haul net loads of at least around 2000 lbs., or about 1 ton or more net load capacity. Defendant 1 also willfully put down the wrong vehicle insurance info on the MV-1 Application for Title form even though the Plaintiff repeatedly told him it was wrong before he filled this info out on the form, saying and insisting that "it did not matter". A true and correct copy of the Application for Title MV-1 form is attached hereto as **Exhibit C** and incorporated herein by reference.

10. No gross vehicle weight rating was listed by the seller as required by and in compliance with the law by Defendant 1 on the MV-1 form under the "Vehicle Description" section of the GVWR, it was left blank and the MV-1 form was also not signed by the seller as required by law before filing with the PA DMV/DOT agency responsible for issuing titles and registration.

11. No gross vehicle weight rating was listed by the creditor/assignee as required by law by Defendant 2 under the gross vehicle weight section of the Financing Agreement form , it

was left blank and the Financing Agreement form was also not signed by the creditor as required by law, and, **as is Required to Validate Contract per Truth-in-Lending Disclosure Act (Regulation "Z") per Truth-in-Lending Disclosure Act (Regulation "Z") and Other Federal and State Laws Regarding Validation of Contract,** and the creditor/assignee Defendant 2 NEVER exercised due diligence by return of a signed copy of the Retail Installment Contract/Financing Agreement to the Plaintiff; wherefore the Finance Agreement contract is invalid on its face and thereby null and void *ab initio*, and the creditor/assignee NEVER exercised due diligence by seeing to it that the seller entered, adjusted or fixed the gross vehicle weight section of the Contract paperwork and that the seller met all covenants and conditions of the Contract per the assignee clause, wherefore there exists several additional grounds[30-37, 42-60] for the Court to declare the entire Contractual arrangement invalid and thereby null and void.

12. **The Sellers Assignment clause in the Financing Agreement and the terms of the Finance Agreement at the "Notice" section is very conspicuous** wherein it states in all bold caps, "ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OR GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR" it **both binds the seller (Defendant 1); and by the Doctrine of mandatory assumpsit, implied assumpsit, they also bind Defendant 2**; and Plaintiff hereby asserts in assumpsit and trespass doctrine, against both of said Defendants, for primary liability, joint liability, but including causes of action in the

alternative for secondary liability and implied mutual liability for Defendant 2.

13. The Plaintiff hereby asserts another cause of action[42-60] whereby the seller/dealer Defendant 1 in this action, Rider Ford, Inc., has apparently committed contract fraud and fraudulent concealment wherein he willfully failed or refused to sign the Odometer Disclosure Statement but falsely stated on the form that it read only 15 miles, in violation of both Federal and State law, even though the Plaintiff David L. Nearhood told Defendant 1 representative and salesman Thomas C. Dry that the Odometer had more than 15 miles on it. The Plaintiff also notes here in regards to the mileage statement, that on the Contract Form, **Exhibit A**, that the Defendant 1 and Mr. Thomas C. Dry filled out and did sign, it was stated and checked in the check box that the vehicle was being sold as a "New" vehicle. A true and correct copy of the Odometer Disclosure Statement is attached hereto as **Exhibit D** and incorporated herein by reference.

14. The applicant Plaintiff was also given a copy of a "PENNSYLVANIA NOTICE TO APPLICANT BUYER OPTIONAL PRODUCTS NOT REQUIRED TO OBTAIN FINANCING" for which no signature was provided by either the seller, Defendant 1, or the creditor, Defendant 2, **as is Required to Validate Finance Agreement per Truth-in-Lending Disclosure Act (Regulation "Z").** A true and correct copy of the Pennsylvania Notice to Applicant Buyer Optional Products Not Required to Obtain Financing is attached hereto as **Exhibit E** and incorporated herein by reference.

15. In addition, the Plaintiff hereby asserts and makes further statement and claim that when he took delivery of the truck, on December 30, 2006, Plaintiff noticed that Defendant 1, the dealer, had failed to put any gross vehicle weight rating on the Contract that the

Plaintiff and Defendant 1 had signed and mutually agreed upon previously as a condition of purchasing the truck, and when Plaintiff pointed this fact out to said defendant and repeated their previous mutual verbal agreement to raise the GVWR to the maximum 9500 lbs legally allowable rated, the dealer then refused to cooperate in any meaningful fashion over the next 3 weeks to rectify the problem except to raise the "registered" GVWR figure to 6400 lbs, and this was in spite of several attempts since delivery was taken up until the present time as of the date of this Complaint being filed.

16. On or around January 18, 2007, Defendant 1, after much prodding by Plaintiff, finally did a weight scale rating at Veoila Environmental Services Greentree Landfill, LLC., and had the gross vehicle weight rating registered only at just over 6,560 lbs, whereas the actual stored tare weight of the truck measured at 6,280 lbs, yielding only a paltry 280 lbs legal net weight load capacity. This tare weight of the truck is what registered on the scales when Plaintiff had in the truck approximately 1/2 tank of gas and a rubber bedmat, broom, nylon tow rope and running boards. The truck came with a full tank of gas when Plaintiff took delivery of the truck, and the tank's capacity is 39 gallons with gasoline weighing approximately 8 lbs per gallon. Therefore, the true tare weight on a full tank would be adjusted upwards by 156 lbs to 6436 lbs, about the same as Defendant 1 initially put the declared registration GVWR, which meant the absurdity that Plaintiff could legally haul almost nothing, barely 124 lbs. in net weight load. A true and correct copy of the Veoila Environmental Services Greentree Landfill, LLC Certified Tare Weight Ticket is attached hereto as **Exhibit F** and incorporated herein by reference.

17. On or about March 1, 2007, the day previous to receiving the new registration certificate

in the mail from the dealer's "efforts" as outlined in Paragraph 18, *infra*, the Plaintiff complained to the State of Pennsylvania Attorney General's Office in Harrisburg, and their reply was essentially that they would intervene with the creditor Citizens Automobile Finance Corp. to repair his credit and allow him to have the Sales Contract reinstated that Plaintiff made no payments on, since taking delivery of the truck. A true and correct copy of the Consumer Complaint Form that Plaintiff Filed with the Attorney General's Office is attached hereto as **Exhibit G** and incorporated herein by reference.

18. On or about February 28, 2007, after the Plaintiff complained again to Defendant 1 Rider Ford, Inc., in response from the Defendant, he received in the mail on or about March 7, 2007, a new registration certificate bumping the GVWR up only slightly a token amount to only 7000 lbs., still far below what Plaintiff told the Defendant 1, Rider Ford, Inc., what he needed, **and still far insufficient to Accommodate Plaintiff's Request to Assure He Could Haul Legal Loads for His Occupation at or near 1.5 Tons (3000 lbs) Net Load Weight** A true and correct copy of the 03/02/07 Registration Certificate showing registered GVWR at only 7000 lbs. is attached hereto as **Exhibit H** and incorporated herein by reference.

19. Plaintiff made no payments on the truck sales Contract he signed because it is his position and he therefore Claims that the Defendants' actions are and were fraudulent, that they effectively engaged in concealment, deception and misrepresentation from the beginning hitherto, and Plaintiff further hereby claims that therefore, the Contract and the associated Finance Agreement are both null and void ab initio, from the very beginning, and that Plaintiff had and has no obligation to perform on his end of the agreement

except to return the truck at no extra charge due from him (per 13 Pa.C.S. § 2601 - 2602; UCC § 2-602(2)(b), and per rescission, and revocation of acceptance of contract[61-62] due to fraud[42-60]) to the dealer or creditor if the Co-Defendants (Defendant 1 and Defendant 2) failed to specifically perform to their mutual obligations to Plaintiff in seeing that the vehicle was properly registered with the correct maximum gross vehicle weight rating GVWR of the truck, as he made known and was requested by Plaintiff in his original terms and conditions for buying the truck. Plaintiff has previously verbally notified Defendants or Defendant's agents by phone and by Certified Mail of his position regarding the fraud and concealment issues, and of the rescission and revocation of acceptance of contract. Plaintiff hereby notifies Defendants again in writing of the same, as of this date, of the filing of this Complaint.

20. Shortly after having received the new registration certificate in the mail increasing the GVWR only slightly a token amount upwards to 7000 lbs., the Plaintiff contacted and was spoken to by Pennsylvania State Police Trooper Michael Green of the Criminal Fraud Division of the Clearfield Barracks, and Trooper Green advised him that Plaintiff needed to file an application known as an MV-41, "APPLICATION FOR CORRECTION OF VEHICLE RECORD OR VERIFICATION OF VEHICLE IDENTIFICATION NUMBER". The Plaintiff was also told that he needed to get the GVWR changed on the title also. A true and correct copy of the MV-41 - APPLICATION FOR CORRECTION OF VEHICLE RECORD OR VERIFICATION OF VEHICLE IDENTIFICATION NUMBER. is attached hereto as **Exhibit I** and incorporated herein by reference.

21. Pennsylvania State Police Trooper Michael Green of the Clearfield Barracks, at Clearfield County, PA also conducted an official Civil and Criminal Fraud Investigation, and filed a State Police Fraud Investigation Report. The Plaintiff hereby gives Judicial Notice to the Court that he intends to subpoena state Trooper Green with a *Subpoena Duces Tecum* for his official State Police Fraud Investigation Report, along with all field notes he took, as evidence to be presented in and to help prove Plaintiff's case at trial.

22. Plaintiff at this point no longer desires to keep the truck and he desires to seek a ruling from this Honorable Court for a declaratory judgment releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the Defendants because it is his position and he therefore Claims that the Defendants' actions are and were fraudulent[42-60], that they effectively engaged in concealment, deception and misrepresentation from the beginning hitherto, and Plaintiff further hereby claims that therefore, the Contract and the associated Finance Agreement are both null and void ab initio, from the very beginning, and that Plaintiff had no obligation then and has no current obligation now to specifically perform on his end of the contract agreements except to return the truck to the dealer or creditor at no extra charge or cost to the Plaintiff to either of the Co-Defendants (Defendant 1 and Defendant 2) since they failed on their end to specifically perform to their mutual obligations to Plaintiff.

23. Furthermore, Plaintiff herein asserts and affirmatively makes claim that it is Defendant 1 who has liability to Defendant 2 and not the Plaintiff because of the Seller's Assignment clause in the Retail Installment Contract giving liability of the Seller for the expenses of

repossession of the vehicle to the Creditor in the event the Plaintiff Buyer / Debtor sues in a judicial proceeding for breach of contract of the defendant seller and the court finds for the Plaintiff Buyer / Debtor and either the Contract or the secured Finance Agreement or both are found null and void, see 13 Pa.C.S. § 9203(b)(1), and no enforceability of contract may be laid against Plaintiff in this case on grounds that value has not been given buyer/Plaintiff for what he bargained for[32], and 13 Pa.C.S. § 9404, in conjunction with the Finance Agreement assignment clause, which provides Plaintiff certain rights in laying claims or defenses against assignor that assignee must assume, pay or reimburse assignor or debtor[32]; and furthermore for the second reason that Defendant 2 Creditor failed to sign and give a signed copy to Plaintiff of his Finance Agreement, thereby an additional reason making the Retail Installment Contract null and void and releasing Plaintiff from any liability.

24. On or about May 9, 2007, the Plaintiff, in order to gain more evidence to the end of proving his claims in Paragraphs 1 thru 23, *supra*, of this Complaint, and to help prove his case that the dealer tampered with the weight results and gave him inaccurate ratings, took and hauled the truck to the Interstate Scales Kwik Fill Plaza in Kylertown, PA to get a certified reconstruction as near as possible of the true tare weight of the truck in the original weight and equipment configuration condition the truck was in with a full tank of gas when he originally took delivery of the vehicle from the dealer. A true and correct copy of the Interstate Scales Kwik Fill Plaza Certified Tare Weight Ticket is attached hereto as **Exhibit J** and incorporated herein by reference.

25. Plaintiff herein declares that this Complaint is not subject to and is not eligible for

arbitration and further certifies that neither the Contract nor the Finance Agreement contains an arbitration clause.

II. - DAMAGES AND RELIEF SOUGHT

26. The Plaintiff, David L. Nearhood, herein states and affirms that he has been financially damaged and Defendants have caused Plaintiff and his family great frustration and detrimental harm to his physical health and well-being, and mental and emotional upset, anguish, stress and considerable financial distress, injuries and damages have been brought and intentionally inflicted upon Plaintiff by Defendants to his mental and emotional state, and to his property rights, financial interests, and to his livelihood and to his earnings by the reckless, careless, negligent and fraudulent and deceptive concealment actions and omissions of the Co-Defendants (the "Defendants - Defendant 1, Rider Ford, Inc. and Defendant 2, Citizens Automobile Finance Corp.), whether acting alone, together, in-concert, jointly, separately or severably, or in the alternative, in respect of or arising out of the same transaction, occurrence, or series of transactions or occurrences as there is a common question of law or fact affecting the liabilities of all such persons arising in this action.
27. Plaintiff therefore, (1.) besides the relief sought in Paragraph 22 above seek a ruling from this Honorable Court for a declaratory judgment that the instruments he signed with the Defendants are null and void, releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the

Defendants; also (2.) seeks judgment against Defendants, jointly and severably, for award of damages plus reimbursement of costs and expenses together with accrued interest.

28. The outstanding amounts due Plaintiff that he seeks judgment via this Complaint are itemized as follows:

Return of Downpayment on Truck -	$2,000.00
Return of Rebate as Liquidated Damages -	$4,500.00
Expenses for Titling, Licensing and Registration -	$ 93.50
Expenses for Required Equipment Upgrades and Maintenance -	$ 496.29
Accrued Vehicle Insurance Costs thru June 3, 2007 @ $185/bi-monthly -	$ 740.00
Accrued Vehicle Storage Costs @ $50.00 per diem 12/30/06 - 06/03/07 -	$7,700.00
Accrued Interest at 8.49% APR Returned as Liquidated Damages -	$7,287.42
Legal Expenses for Typing Services, Copying, Printing Costs -	$ 382.00
Damages for Loss of Income, not having truck legal load capacity from January 1, 2007 forward to June 3, 2007 @ $500 per week -	$11,000.00
Punitive Damages for Fraud, Concealment and Misrepresentation -	$20,000.00
Mental Anguish, Stress, Emotional Distress, Suffering -	$5,000.00
Total Amount Due	**$59,199.21**

Interest continues to accrue under the Complaint from June 3,, 2007 forward at 8.49% per annum; $6.84 per diem.

29. The Plaintiff is also entitled to reimbursement for reasonable ongoing legal expenses and court costs incurred in this matter.

III. - MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF COMPLAINT

30. Pursuant to Title 10, Pennsylvania Code, at 10 Pa. Code § 13.11. (a), (c)(1), (c)(2), and (d)(2).: Limits on indebtedness of one customer - The truck loan of Plaintiff David L. Nearhood is excluded from any indebtedness he may have to which the indebtedness limitation applies.

31. The parameters of which the Defendants Rider Ford, Inc. and Citizens Automobile Finance Corp. and Plaintiff David L. Nearhood are all mutually bound is found in the Pennsylvania Uniform Commercial Code (the U.C.C.) definitions at 13 Pa.C.S. § 120. : **Agreement** - The bargain of all the Plaintiff and Defendant parties in fact as found in the language, *or by implication from other circumstances* including course of dealing or usage of trade or course of performance as provided in this title, which includes all the verbal agreements for Defendants to deliver the truck with a *properly registered maximum gross vehicle weight rating per customer's specific request*. **Contract** - The *total legal obligation which results from the aforesaid agreement of all the Plaintiff and Defendant parties*, as affected by this title, *with the contents in writing, and all verbal agreements to supply the truck with the max GVWR rating as requested by customer, and any other applicable rules of law*.

32. Division 9 provisions of 13 Pa.C.S. in the Pennsylvania U.C.C., relating to secured transactions, are relevant and apply in Plaintiff's case for the vehicle insurance required by the Contract and Finance Agreement as well as the truck transfer itself, and in particular, 13 Pa.C.S. § 9203(b)(1), provides that no enforceability of contract may be laid against Plaintiff in this case on grounds that value has not been given buyer/Plaintiff for what he bargained for since Defendants failed to deliver to Plaintiff possession and

title to the vehicle with a properly licensed GVWR on the truck, and 13 Pa.C.S. § 9404, in conjunction with the Finance Agreement assignment clause, which provides Plaintiff certain rights in laying claims or defenses against assignor that assignee must assume, pay or reimburse assignor or debtor[23].

33. The Plaintiff hereby positively affirms and lays claim or otherwise makes defense to any counterclaim of either of the Defendants that the Sales Contract Agreement (the "Contract") and the Retail Installment Contract (the "Finance Agreement") are BOTH defective and null and void *ab-initio* on grounds THAT (1.) they lack sufficiency of description, as required by 13 Pa.C.S. § 9108, or in the alternative, THAT (2.) they lack ALL the elements necessary to meet the requirements fully of sufficiency of description, again, as is required by 13 Pa.C.S. § 9108 .

34. In the Pennsylvania Motor Vehicle Sales Financing Act (the "Act") at 69 P.S. § 614(A), it states, "*Every installment sale contract shall state the full names and addresses of all the parties thereto, the date when signed by the buyer, and shall contain a description of the motor vehicle sold which shall be sufficient for accurate identification*". Plaintiff herein affirmatively lays claim and shows that the vehicle description is deficient and insufficient for identification purposes in that the MV-1 Form (**Exhibit C**) as part of the Buyer's Agreement (**Exhibit A**) dealer paperwork and the Finance Agreement or Retail Installment Contract (**Exhibit B**) each fails to state and disclose the body, type, gross vehicle weight rating, and major items of equipment sold, on the contract form agreements in the respective "Vehicle Description" or "Description of Vehicle" sections, where indicated they should be stated. Section 614(B) of the Act provides the following,

that "*Every installment sale contract shall set forth clearly and conspicuously in writing the following separate items as such and other information as applicable*". **Plaintiff positively asserts and herein states that for a truck, the gross vehicle weight rating is one of the applicable required "other information as applicable" items in the Vehicle Description section of the contract forms agreements.** And Section 614(C) requires that " *Every installment sale contract shall provide a description that reasonably identifies any collateral security in which a security interest is provided to secure the buyer's obligation pursuant to 13 Pa.C.S. § 9108 (relating to sufficiency of description), including the motor vehicle and any other collateral*". Plaintiff therefore affirms and states, THAT for a truck, and especially when the buyer had repeatedly requested it prior to signing, a sufficient and reasonable and applicable description must include, but not be limited to the listing of the (max) Gross Vehicle Weight Rating or GVWR of the truck.

35. The Defendants each, separately, severably, severally or jointly, violated Section 615 of the Act by the seller or dealer permitting or encouraging the Plaintiff to execute the installment sales contract (by proxy for the finance company) to be executed in blank i n one or more critical sections such as in the "Description of Vehicle" section , and the purchaser could not and cannot under 69 P.S. Section 632 waive said violations of Defendants by having driven or by continuing to drive the vehicle after all the financing terms had been disclosed. Berke v. Keystone Dodge, Inc., 14 Pa. D & C.3d 641 (1980).

36. The Defendants were each contributorily negligent and misrepresented and fraudulently and deceptively concealed their intent not to honor Plaintiff's reasonable request to include a max GVWR title registration upon delivery of the truck, when they stalled, put

off, omitted, delayed and otherwise failed to come through and perform their mutual obligation to Plaintiff, and the financing company or Dealer Rider Ford, Inc. is equally or mutually liable and obligated to Plaintiff as well as the finance company Citizens Automobile Finance Corp. *Under the Motor Vehicle Sales Finance Act, any defense a buyer of a motor vehicle may have against vehicle's seller is effective against financing agency.* 1971 Op.Atty.Gen. No. 65.

37. The Defendants each, individually, separately, severably, severally or jointly, were negligent and violated Section 617 and Section 632 of the Act by the seller or dealer failing to provide for or failed to otherwise offer the buyer an insurance policy for the dual protection of the buyer and of the seller, or subsequent holder, to the extent of his interest in the motor vehicle, and upon terms and conditions which are reasonable or appropriate considering the type and condition of the motor vehicle.

38. The Defendants also engaged in a series and a pattern of behavior of fraudulent transactions and active concealment and deception when they had initially promised but then failed to follow through and deliver on that promise to properly register and license the truck with an appropriate (max) GVWR listed on the title and registration receipts., but instead engaged in a pattern of fraudulent conspiratorial behavior towards Plaintiff when he attempted to get them to correct the problem of callousness, stalling, delaying, lying, failing to disclose their true intent not to cooperate with Plaintiff in getting GVWR properly registered, then making more false promises and representations that they would "fix" the problem but utterly and completely failed to follow through in any meaningful not token way and do so.

39. Some definitions from 69 P.S. § 543 and Purdon's Pennsylvania Statutes Annotated are appropriate and applicable in describing the concealment and fraudulent behavior and conduct that Defendants engaged in towards Plaintiff David L. Nearhood:

Fraudulent transactions. - Nothing herein shall validate a transaction within its provisions which is actively or constructively fraudulent. 1927, May 13, P.L. 984, § 3.

Conceal... - Restatement (second) of contracts § 160 cmt. a (1979).

Active concealment. - The concealment by words or acts of something that one has a duty to reveal. [cases: 16 Fraud 29A Pa.D.2d].

Fraudulent concealment. - The affirmative suppression or hiding, with the intent to deceive or defraud, of a material fact or circumstance that one is legally (or, sometimes, morally) bound to reveal. - Also termed *hidden fraud*. [cases: 16 Fraud 29A Pa.D.2d].

Illegal contract. - A promise that is prohibited because the performance, formation, or object or the agreement is against the law. ... [4 Contract].

Invalid Contract. - A contract that is either void or voidable. [4 Contract].

De facto contract of sale. - A contract purporting to pass property but defective in some element. [4 Contract].

40. Adhesion contract & fiduciary relationship. - The bank and finance company, Citizens Auto Finance Corp. had an adhesion contract and fiduciary relationship with Plaintiff David L. Nearhood for which they were mutually bound and morally and legally obligated to honor and perform, same as goes for the Dealer and Seller, Rider Ford, Inc.

41. *Contra bonos mores*. - [Latin "against good morals]. Offensive to the conscience and to a sense of justice. ... Contracts *contra bonos mores* are voidable.--- Also termed *contra*

bonos mores et decorum; adversus bonos mores. "Whatever is contra bonos mores et decorum, the principles of our law prohibit, and the King's Court, as the general censor and guardian of the public manners, is bound to restrain and punish." Jones v. Randall, 98 E.R. 706, 707 (1774) (per Mansfield, C.J.). **As Plaintiff previously stated at Paragraph 6 of his Complaint, *supra*, his sales Contract and the Finance Agreement (RETAIL Installment Contract) that he has or had with the Defendants are *contra bonos mores*, and they are therefore null and void.**

42. **E.D. Pa. 1998**. *Under Pennsylvania law, tort of fraudulent concealment permits finding of liability when vendors or their agents intentionally fail to disclose material information. Restatement (Second) of Torts § 550.* American Planned Communities, Inc. v. State Farm Ins. Co., 28 F.Supp.2d 964.

43. **E.D. Pa. 1998**. *Under Pennsylvania law, fraud can consist of anything calculated to deceive, whether by single act or combination or by suppression of truth or suggestion of what is false.* Smith v. The Equitable, 27 F.Supp.2d 565.

44. **E.D. Pa. 1998**. *To be actionable under Pennsylvania law, misrepresentation need not be in form of positive assertion; rather, it may be a concealment of that which should have been disclosed, which deceives or is intended to deceive another to act upon it to his detriment*[56]. Kerrigan v. Villei, 22 F.Supp.2d 419. In the instant case, Plaintiff David L. Nearhood lays affirmative claim and assertion herein that was mislead by Defendants and they misrepresented the material facts and lead him on to believe, via means of failure to disclose their true intent that they were not going to cooperate with him to get the GVWR properly titled and registered, and further via means of false inducement and false

promises to his detriment to sign the sales and finance contracts, alleging that he would get a new truck vehicle so that he could engage in his livelihood and occupation with said vehicle being registered with the maximum legal Gross Vehicle Weight Rating (GVWR) permissible for that class of vehicle of 9500 lbs.

45. The *caveat emptor* doctrine does not preclude and does not bar a debtor or purchaser from asserting fraudulent concealment on a claim. In re Joshua Hill, Inc., 199 B.R. 298, affirmed in part, reversed in part. Joshua Hill, Inc. v. Whitemarsh Tp. Authority, 151 F.3d 1025.

46. **E.D. Pa. 1996**. *Under Pennsylvania law, fiduciary duty may be breached by failing to disclose material fact.* 15 Pa.C.S.A. § 512. Resolution Trust Corp. v. Lutz, 914 F.Supp. 1163.

47. **E.D. Pa. 1994**. *False information for claim of fraudulent misrepresentation may be communicated directly, or indirectly by nondisclosure of material facts. Deliberate nondisclosure of material fact is equivalent of affirmation of falsity to support claim of fraudulent misrepresentation, and innocent misrepresentation is actionable if it pertains to matter material to transaction involved. Deliberate nondisclosure is equivalent for claim of fraudulent misrepresentation to intentionally affirming falsity.* Fort Washington Resources, Inc. v. Tannen, 858 F.Supp. 455, reconsideration denied.

48. **E.D. Pa. 1993; Bkrtcy. W.D. Pa. 1992; Bkrtcy. W.D. Pa. 1991; Pa. Super. 1977**. Under Maryland or Pennsylvania law, "fraud" consists of anything calculated to deceive, whether by single act or combination, whether by suppression of truth or suggestion of what is false, and whether by direct falsehood or by innuendo, speech, silence, word of

mouth, look, or gesture. Greenburg v. Tomlin, 816 F.Supp. 1039; In re Gillingham, 143 B.R. 55, affirmed 150 B.R. 907; In re Berringer, 125 B.R. 444, reversed, Huff v. Nationwide Ins. Co., 167 B.R. 53, affirmed 989 F.2d 487; Martin v. Hale Products, Inc., 699 A.2d 1283.

49. **E.D. Pa. 1992.** *Under Pennsylvania law, for purpose of negligent misrepresentation claim, false information may be communicated either directly or indirectly by nondisclosure of known material facts.* Temp-Way Corp. v. Continental Bank, 139 B.R. 299, affirmed 981 F.2d 1248.

50. **E.D. Pa. 1991.** *Failure to disclose material fact amounts to misrepresentation where disclosure would correct mistake as to basic assumption and nondisclosure amounts to failure to act in good faith and in accordance with fair dealing.* Derby & Co., Inc. v. Seaview Petroleum Co., 756 F. Supp. 868.

51. **M.D. Pa. 1994.** *Pennsylvania law recognizes that actionable claim of fraud may be based upon positive assertion as well as failure to disclose.* Piezo Crystal Co., a Div. of PPA Industries, Inc. v. Uddeholm Corp., 870 F.Supp. 589.

52. **M.D. Pa. 1984; Bkrtcy. M.D. Pa. 1998; Pa. 1991; Pa.Super. 1997.** Under Pennsylvania law, deliberate nondisclosure or concealment of material facts amounts to culpable misrepresentation no less than does intentional false statement or affirmation of material falsity. Allstate Ins. Co. v. A.M. Pugh Associates, Inc., 604 F.Supp. 85; Restatement (Second) of Torts § 551. In re Solfanelli, 221 B.R. 141; Moser v. DeSetta, 589 A.2d 679, 527 Pa. 157; Martin v. Hale Products, Inc., 699 A.2d 1283.

53. **Pa.Super. 1992.** *To be actionable as "fraud", defendant's concealment must be*

intentional and must be related to material information. Fraud may arise from the making of knowingly false representation of fact, from an intentional concealment of true facts which is calculated to deceive other party, or from nonprivileged failure to disclose facts to other party. Sevin v. Kelshaw, 611 A.2d 1232, 417 Pa.Super. 1.

54. **Pa.Super 1991**. *To be actionable, misrepresentation need not be in form of positive assertion, and may be any artifice by which person is deceived to his disadvantage; misrepresentation may be by false allegations or by concealment of that which should have been disclosed; which deceives or is intended to deceive person to act upon it to his detriment.* Wilson v. Donegal Mut. Ins. Co., 598 A.2d 1310, 410 Pa.Super. 31.

55. **Pa.Super 1989**. *Fraud arises where the misrepresentation made is knowingly false, where there is an intentional concealment calculated to deceive, or where there is a nonprivileged failure to disclose.* Smith v. Renault, 564 A.2d 188, 387 Pa.Super. 299.

56. **Pa.Super 1983**. *To be actionable as a fraud, a misrepresentation need not be in the form of a positive assertion but is any artifice by which a person is deceived to his disadvantage and may be by false or misleading allegations or by concealment of that which should have been disclosed, which deceives or is intended to deceive another to act upon it to his detriment*[44]. Delahanty v. First Pennsylvania Bank, N.A., 464 A.2d 1243, 318 Pa.Super. 90.

57. **Pa.Super 1977**. *Active concealment by a vendor of defects known to be material to the purchaser is legally equivalent to affirmative misrepresentation.* National Bldg. Leasing, Inc. v. Byler, 381 A.2d 963, 252 Pa.Super. 370. In the instant case, Plaintiff positively asserts and claims that the Defendants knew or reasonably should have known that

delivering truck to Plaintiff with the included (max) Gross Vehicle Weight Rating (GVWR) supplied on the title and registration was of material and paramount importance and should not have mislead the Plaintiff by active concealment and misrepresentation that they were going to provide such to purchaser when they had no intention of doing so or were fraudulently negligent in failing to do so.

58. **Pa.Com.Pl. 1963**. *While it is true that silence may, in some circumstances, constitute a representation, it cannot be such if there is no duty on the party to speak.* Snyder v. Greenwalt, 4 Adams L.J. 177. The Plaintiff herein in the instant case, positively asserts and lays claim against Defendants that they each individually, severally, separately and jointly were fiduciaries under the provisions of the sales Contract and under the terms of the Finance Agreement (Retail Installment Contract); and by the laws of commercial finance and banking. **each had a fiduciary duty and an obligation to speak out, even after the fact**, which they utterly failed to do in this case.

59. **D.Pa. 1985**. *In general, an omission is actionable as fraud only when there is an independent duty to disclose the omitted information; such an independent duty exists where the party who is alleged to be under an obligation to disclose stands in a fiduciary relationship to the party seeking disclosure.* City of Harrisburg v. Bradford Trust Co., 621 F.Supp. 463. In the instant case, the Plaintiff affirmatively declares and lays claim against Defendants that they stand in a fiduciary relationship to the Plaintiff and thus had a duty to speak and an obligation not to remain silent, as they each have or had a common security interest with the vehicle insurance, title, licensing and registration of the secured collateral property.

60. **Pa.Super 1974**. *Fraudulent misrepresentation, if innocently made, is actionable only if it relates to matter material to the transaction involved but, if the misrepresentation is knowingly made or involves a nonprivileged failure to disclose, materiality is not a requisite to an action for fraud and deceit in trespass.*. Shane v. Hoffman, 324 A.2d 532, 227 Pa.Super.176. In this instant case, the Plaintiff affirmatively declares and lays claim against Defendants that they knowingly made a failure to disclose the facts concerning the GVWR issue, and in the alternative if they did not knowingly fail to do so, then the fact that omission of the facts concerning the GVWR issue is material matter to the transaction makes the misrepresentation still fraudulent even if innocently made.

61. **Pa.Ct Comm Pl. 1976.** Under the UCC, rescission or revocation of acceptance must take place within a reasonable time after the discovery of fraud or defect. Consistent with filing this suit for damages, the Plaintiff has done so and notified Defendants or Defendants' agents within a reasonable time after first attempting to work with the Dealer / Seller in good faith and determined that there was fraud and legal defect in the contracts. The Plaintiff is entitled to relief limited to and accruing from the damages flowing from the Defendants' misrepresentation, as outlined in Paragraphs 26 thru 29, *supra*. Underwood v. Monte Asti Buick Co., 20 UCC Rep Serv 657; 73 Pa. D&C2d 773 (Pa.Ct. Comm. Pl, 1976).

62. **Pa.Super. 1980**. *The contention that buyer failed to effectively reject a defective vehicle because he made no offer to return it to the seller was not only factually incorrect but legally erroneous. Section 2-602(2)(b) requires only that a buyer hold the goods with reasonable care to permit the seller to remove them and imposes no obligation to*

formally return the goods to the seller. Where the truck was parked in buyer's front yard for two months and was in that same position when it was repossessed, and buyer in no way sought to prevent seller from regaining possession of the truck, buyer complied with § 2-602. Yates v. Clifford Motors, Inc. v. Chrysler Corp., 30 UCC Rep Serv; 283 Pa.Super 293, 423 A2d 1262 (1980). The Plaintiff and Buyer, David L. Nearhood, intends to return the truck to the Seller or the Creditor in compliance with *13 Pa.C.S.* § 2601 - 2602, and per *UCC § 2-602(2)(b),* on fair and just terms *at no extra charge due from Plaintiff* once the court has reviewed the case and issued its declaratory judgments and orders.

WHEREFORE, for all the numerous and just causes as is outlined in Section I. - FACTS, ISSUES, BASIS OF ACTION AND CLAIMS OF THE CASE, Section II. - DAMAGES AND RELIEF SOUGHT, and Section III. - MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF COMPLAINT, of this Complaint, the Plaintiff, David L. Nearhood, prays that this Honorable Court grant and now thereby demands judgment against the Defendants, Rider Ford, Inc., a/k/a Rider Ford; and Citizens Automobile Finance Corp., a/k/a Citizens Auto Finance Corp.: in the amount of **$59,199.21**, together with interest at the rate of 8.49% per annum; $6.84 per diem from June 3, 2007 forward, - plus late fees, and reasonable ongoing legal expenses and court costs incurred in this matter; and for the Court's declaratory judgment that the instruments he signed with the Defendants are null and void, releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the Defendants.

Respectfully submitted,

Dated: June 8, 2007 by David L Nearhood
David L. Nearhood, Plaintiff
in propria persona

EXHIBIT A

SALES CONTRACT AGREEMENT

"BUYER'S ORDER"

1. **Contract with Dealer Rider Ford, Inc.**
2. **Dealer Put Signature "Thomas Dry" at Bottom**



BUYER'S ORDER

DEAL #:61852

Rider Auto Inc.
1703 West College Ave.
State College, PA 16801
Phone (814) 234-2886
RiderAuto.com

Rider Ford, Inc.
P.O. Box 98
Phillipsburg, PA 16866
Phone (814) 342-4520
RiderFord.com

Rider Motors, Inc.
dba Rider Chrysler Dodge Jeep
P.O. Box 588
Phillipsburg, PA 16866
Phone (814) 342-4060
RiderMotors.com

PLEASE ENTER MY ORDER FOR THE FOLLOWING
[X] NEW or [ ] USED [ ] DEMO [ ] CAR [X] TRUCK PRIOR USE:

YR.	MAKE	MODEL	TYPE
2006	FORD TRUCK	S-DTY F-[illegible]50	REG CAB

COLOR	TRIM	MILEAGE
OXFORD WHT	TAN HD CLT	15

VIN: 1 F T N F 2 1 5 0 6 E B 6 3 0 2 6

STOCK NO.	SALESMAN	TO BE DELIVERED ON OR ABOUT
F63026	THOMAS C ORY	12/30/2006

DESCRIPTION OF TRADE IN

YR.	MAKE	MODEL	TYPE

COLOR	TRIM	MILEAGE

VIN:

TITLE NO.	PLATE NO.	EXP. DATE

OWNER	LOAN #

LIENHOLDER	PHONE

ADDRESS	SPOKE WITH

AMOUNT	GOOD TILL	VERIFIED BY

COLLISION COVERAGE

NAME OF AGENT	PHONE
CHARLES A JONES AGY	

ADDRESS: P O BOX 209 PHILIPSBURG PA 16858

POLICY NUMBER	COLLISION DEDUCTIBLE
979369293 101 1	

INSURANCE CO.	SPOKE WITH
TRAVELERS INS CO	

EFFECTIVE DATE	EXP. DATE	VERIFIED BY
04/06/2006	10/06/2006	

WARRANTY INFORMATION

[ ] FACTORY WARRANTY - The manufacturer's warranty constitutes all of the warranties with respect to the sale of this item/service. **The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose,** and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/service.

[ ] USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document. You may obtain a full copy of any applicable warranty from us.

[ ] AS IS - THIS MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECT THAT PRESENTLY EXISTS OR THAT MAY OCCUR IN THE VEHICLE.

PURCHASER'S SIGNATURE X

USED CAR BUYERS GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permitted by law, you shall, at our option, forfeit as damages the amount of $ N/A

PURCHASER'S SIGNATURE X _____

Purchaser hereby acknowledges to the above clause

NAME	DATE
DAVID L NEARHOOD	12/30/2006

STREET	
1223 OAK GROVE ROAD	

CITY	STATE	ZIP
MORRISDALE	PA	16858

PHONE RES.	PHONE BUS.
(814)342-7464	

SOC. SEC. NO.	AGE	DATE OF BIRTH
	48	04/23/1959

PRICE OF VEHICLE 27150.00

LIENHOLDER:
CITIZENS AUTO FINANCE CORP.

EXTENDED WARRANTY TYPE _____ N/A

MONTHS MILES

Cash Price of Vehicle & Accessories	27150.00
Subtract Rebate for Tax Calculation	4500.00
Subtotal	22650.00
Sales Tax	1359.00
REGISTRATION N/A TITLE 22.50 TRANSFER 6.00 ENCUMBRANCE 5.00	33.50
Documentary Fee	55.00
Messenger Fee	N/A
Notary Fee	N/A
OTHER CHARGES — Correction of Rebate Adjustment	4500.00
TIRE TAX	5.00
Total Price	28602.50
Trade-In	N/A
*Payoff Amount is Subject To Verification — Less Payoff *	N/A
Net Trade In	N/A
Deposit	N/A
REBATE	4500.00
Cash on Delivery	2000.00
Down Payment	6500.00
Unpaid Balance of Total Price	22102.50

Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that he has read its terms and has received a true copy of this Agreement.

This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative. YOU, THE BUYER, MAY CANCEL

SIGNATURE X _____ Unpaid Balance of Total Price 22102.50

Purchaser hereby acknowledges to the above clause.

Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that he has read its terms and has received a true copy of this Agreement.

This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative. YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THE AGREEMENT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF CANCELLATION TO DEALER.

☐ **BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE.**

BUYER HAS READ ALL PAGES OF THIS AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

BUYER SIGNS X _____ **DATE** 12/30/2006

CO-BUYER SIGNS X _____ **DATE** _____

MANAGER'S APPROVAL _____

(Must Be Accepted By An Authorized Representative of the Dealer)

1. These definitions apply to this Agreement.

- "Dealer" "us" "our" and "we" mean or refer to the authorized Dealer named on the face of this Agreement and who becomes a party to this Agreement by accepting it.
- "Buyer" and "you" mean or refer to the party executing this Agreement as such.
- "Manufacturer" means the corporation that manufactured the Vehicle.
- "Vehicle" is the vehicle or chassis that is the subject of this Agreement.
- "Trade-in" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Dealer.

We are not the Manufacturer's agent. You and we are the sole parties to this Agreement. References in this Agreement to Manufacturer are for the purpose of describing certain contractual relationships between the Manufacturer and us relating to new vehicles.

2. The Manufacturer may change our price of new vehicles without notice. If that happens with regard to new vehicles of the series and body type of the Vehicle before we deliver it to you, we may change the cash delivered price of the Vehicle to you accordingly. If we do, you may cancel this Agreement. If you cancel, we shall return any Trade-in to you, unless we have sold it. You agree to pay reasonable storage and repair charges. If we have sold the Trade-in, we shall pay you the sales price, less a sales commission of 15% and any expense in storing, insuring, conditioning or advertising it for sale.

3. If you don't deliver your Trade-in to us until we deliver the Vehicle to you, we will reappraise the Trade-in at that time, subject to applicable law. The reappraised value will be the allowance for the Trade-in. If the reappraised value is lower than the amount shown in this Agreement, you may cancel this Agreement. You must exercise your right to cancel before we deliver the Vehicle to you and you surrender the Trade-in to us.

4. You agree to give us satisfactory evidence of title to any Trade-in when you deliver it to us. You warrant any Trade-in to be your property. You warrant that the Trade-in is free and clear of all liens and encumbrances unless otherwise noted in this Agreement, and that the Trade-in has never had a salvage or "branded" title. You represent that the Trade-in's mileage shown in this Agreement is the actual mileage on the Trade-in unless you have noted other mileage on this Agreement. You authorize us to rely on this representation in entering into this transaction. If you provide false information, you will repurchase the related trade-in from us for the full price allowed to you plus all costs we incur in resolving this matter including but not limited to reconditioning costs, legal fees, court and collection costs.

5. If you fail or refuse to accept delivery of the Vehicle or comply with this Agreement, we may keep as liquidated damages any cash deposit you made, to the extent not prohibited by law. We may reimburse ourselves for any expenses and losses we incur or suffer as a result of your failure or refusal. Such expenses and losses may include our reasonable attorneys' fees. This section doesn't apply if you cancel this Agreement under section 2 or 3.

6. The Manufacturer may change the design of any vehicle, chassis, accessories, or parts at any time without notice and without obligation. The Manufacturer may also make the same or any similar change upon any vehicle, chassis, accessories, or parts already bought by or shipped to us or being manufactured or sold in accordance with our orders. If the Manufacturer makes such a change, we have no obligation to you to make the same or any similar change in the Vehicle or its parts either before or after we deliver the Vehicle to you.

7. We aren't liable for failure to deliver or delay in delivering the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond our control or without our fault or negligence.

8. The Vehicle price includes reimbursement for Federal Excise taxes. The Vehicle price doesn't include sales taxes, use taxes or occupational taxes based on sales volume, (federal, state or local) unless expressly so stated. You agree to pay, unless prohibited by law, any such taxes imposed on or that apply to the transaction reflected by this Agreement, regardless of who has primary liability for the tax.

9. If this Agreement shows a charge for Credit Insurance, this paragraph applies. The Credit Insurance provisions in any retail installment contract you later sign related to this Agreement will apply. If such insurance is wholly or partly unavailable under the designated policy, we will deduct the applicable part of the Credit Insurance charge shown in this Agreement and the related finance charge from the Total Time Balance. If such insurance does not become effective, we will notify you of that fact. This Agreement and any related retail installment contract you sign shall otherwise remain fully effective, to the extent provided by applicable law.

10. You agree to sign such agreements or documents as we may require to effect the terms and conditions of payment shown in this Agreement.

11. Payoff information shown on the front of this Agreement is provided by you and/or your lienholder. Should the actual payoff(s) be less, we will refund the difference to you. If the payoff(s) is more, you agree to remit the difference to us within three business days of notification of the difference.

12. This Agreement is an agreement to buy the Vehicle. If there is an Unpaid Balance, your obligation to buy and our obligation to sell the Vehicle are expressly conditioned upon you obtaining financing for the Unpaid Balance. You have two business days from the date of this Agreement to obtain such financing. If you pay us with a check that is dishonored or unpaid for any reason, we may, at our sole option, declare this Agreement null and void and retake the Vehicle, or make claims against you on the check. In addition, to the extent permitted by law, we will charge you a $25 returned check charge.

13. If for any reason you and we do not complete the Vehicle sale and purchase, financing is not obtained, or this Agreement is declared void, this section applies. You will return the Vehicle to us. You will pay us on demand all reasonable charges and expenses for any damage to the Vehicle. You will pay us the greater of $.30 per mile or $20 per day for your use of the Vehicle. When you have paid us the amounts you owe under this Agreement, we will return the Trade-in. If you fail to return the vehicle within 24 hours of notice, you agree that we may, solely at our option, cancel the sale and retake immediate possession of the vehicle and, in addition to those charges specified above, you agree to pay us all reasonable expenses we incur in connection with retaking the vehicle, including attorneys' fees and other expenses to the extent permitted by applicable law.

14. If this Agreement shows that any part of the transaction is to be financed, we may assist in submitting credit applications to third parties. Unless we have committed to do so in writing, we will not lend you money or finance this transaction regardless of any notation to the contrary on any other document. No agent, employee or manager of ours can change this policy.

15. In the event that any of the terms and conditions of this Agreement are inconsistent with the terms and conditions of any retail installment sales agreement between Buyer and Seller, the terms of such retail installment sales agreement shall apply.

16. ARBITRATION CLAUSE. This arbitration clause applies if the box on the front of this Agreement is checked.

This Arbitration Clause significantly affects your rights in any dispute with us. Please read the Arbitration Clause carefully before you sign this Agreement.

- EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY A JURY TRIAL.
- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE INFORMATION YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arise out of or relate to this Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action.

Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose any one of the following arbitration organizations and its applicable rules: the American Arbitration Association, 335 Madison Ave., Floor 10, New York, New York 10017-4605 (www.adr.org), the National Arbitration Forum, Box 50191, Minneapolis, Minnesota 55405-0191 (www.arb-forum.com) or JAMS, 1920 Main Street, Suite 300 Irvine, California 92614 (www.jamsadr.com). You may get a copy of the rules of these organizations

15. In the event that any of the terms and conditions of this Agreement are inconsistent with the terms and conditions of any retail installment sales agreement between Buyer and Seller, the terms of such retail installment sales agreement shall apply.

16. ARBITRATION CLAUSE. This arbitration clause applies if the box on the front of this Agreement is checked.

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- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE INFORMATION YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arise out of or relate to this Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action.

Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose any one of the following arbitration organizations and its applicable rules: the American Arbitration Association, 335 Madison Ave., Floor 10, New York, New York 10017-4605 (www.adr.org), the National Arbitration Forum, Box 50191, Minneapolis, Minnesota 55405-0191 (www.arb-forum.com) or JAMS, 1920 Main Street, Suite 300 Irvine, California 92614 (www.jamsadr.com). You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside. We will pay that portion of your filing, administration, service or case management fee and your arbitrator or hearing fee that the arbitrator determines that we must pay in order to make this agreement to arbitrate enforceable. Each party shall be responsible for its own attorney, expert or other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties, except that the losing party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration.

You and we retain the right to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This clause shall survive any termination, payoff or transfer of this Agreement. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

EXHIBIT B

FINANCE AGREEMENT

"RETAIL INSTALLMENT CONTRACT"

1. **No Gross Vehicle Weight as Required to be Shown in GVWR Section**
2. **No Signature on Contract by Seller or Creditor as Required to Validate Contract per Truth-in-Lending Disclosure Act (Regulation "Z") per Truth-in-Lending Disclosure Act (Regulation "Z") and Other Federal and State Laws Regarding Validation of Contract**

Citizens Automobile Finance Corp.

RETAIL INSTALLMENT CONTRACT

PA

Dealer Number _____ 12/30/2006

Buyer: DAVID L NEARHOOD 1223 OAK GROVE ROAD MORRISDALE PA 16858
(Print Full Name and Address of Principal Residence)

Co-Buyer: _____
(Print Full Name and Address of Principal Residence)

Creditor-Seller: RIDEN FORD 1001 WALTON ST. PHILIPSBURG PA 16866
(Print Full Name and Address)

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee ("Assignee").

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW	2006	FORD TRUCK S-DTY F-250	REG CAB	S 1FTNF21506EB63026	
If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment sold:					

The vehicle is being purchased primarily for ☒ personal, family or household, or ☐ business purposes.

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 6500.00
8.49%	$ 7287.42	$ 22102.50	$ 29389.92	$ 35889.92

PAYMENT SCHEDULE: Your payment schedule will be 84 monthly payments of $ 349.88 each, due on the same day of each month starting on 01/29/2007

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased.

LATE FEE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price of Vehicle (including any accessories, installation, services, repairs, taxes and other permitted costs): $ 29509.00 (1)
2. Downpayment:
   A. Trade-in. Your Trade-in is a _____ (Year) _____ (Make) _____ (Model) _____ (VIN)
   Gross Allowance $ N/A less Amount Owing $ N/A equals Net Trade-in $ N/A
   (If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-in and enter excess as Prior Credit or Lease Balance in Item 4D)
   B. Cash Downpayment $ 2000.00
   C. Manufacturer's Rebate Applied to Downpayment $ 4500.00
   D. Total Downpayment (A plus B plus C) $ 6500.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2D): $ 22009.00 (3)
4. Other Charges including Amounts Paid to Others on Your Behalf:
   A. Amounts Paid to Insurance Companies (Amounts paid to Insurance Companies as per insurance disclosures below)*:
      1. Optional Credit Life Insurance $ N/A
      2. Optional Credit Accident and Health Insurance $ N/A
   B. Amounts Paid to Public Officials:
      1. Government License and/or Registration Fees $ 6.00
      2. Certificate of Title Fees $ 22.50
      3. Lien Recording Fees $ 5.00
      4. UCC Filing Fees $ N/A
      5. Other (Specify) $ N/A
      6. Other (Specify) PA TIRE TAX $ 5.00
   C. Seller's Documentary Fee (not a governmental fee) $ 55.00
   D. Other Charges (Describe who will receive payment and purpose)
      1. To N/A For Prior Credit or Lease Balance $ N/A
      2. To N/A For N/A $ N/A
      3. To N/A

2. Certificate of Title Fees	$ 22.50	
3. Lien Recording Fees	$ 5.00	
4. UCC Filing Fees	$ N/A	
5. Other (Specify)	$ N/A	
6. Other (Specify) PA TIRE TAX	$ 5.00	
C. Seller's Documentary Fee (not a governmental fee)	$ 55.00	
D. Other Charges (Describe who will receive payment and purpose)		
1. To N/A For Prior Credit or Lease Balance	$ N/A	
2. To N/A For N/A	$ N/A	
		$ 93.50 (4)
5. Amount Financed / Unpaid Balance (3 plus 4E):		$ 22102.50 (5)
6. Finance Charge		$ 7287.42 (6)
7. Time Balance		$ 29389.92 (7)

8. Payment Schedule: One payment of $ 349.80 and 83 payments of $ 349.88 each, beginning 01/29/2007 and due on the dates shown in the PAYMENT SCHEDULE above.

*To the extent permitted by applicable law, we may be receiving a portion of these amounts.

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth In Lending Disclosures Box shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th (1/366th in a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is $1.00 or more) after you make your last payment; we will advise you of any additional amount owed (if it is $1.00 or more). There is a possibility that a supplemental payment of interest might be due if earlier payments were received after their due date.

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

N/A
(Street and Town)

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

Life ( ) Buyer ( ) Co-Buyer ( ) Both) at a premium of $ N/A for a term of N/A

Credit life insurance will pay your debt on this Contract up to $ N/A

( ) Disability, Accident and Health (Buyer Only) at a premium of $ N/A for a term of N/A

Credit disability, accident and health insurance will pay your debt on this Contract up to $ N/A

The name of the insurer is N/A of
Name Home Office Address

Buyer Signature Date Co-Buyer Signature Date

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

DUE TO THE PASSAGE OF THE "USA PATRIOT ACT" WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING

VERIFICATION OF CUSTOMER IDENTITY - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. In all cases, the protection of our customer's identity and confidentiality is our pledge to you.

The Annual Percentage Rate may be negotiable with the Creditor-Seller. The Creditor-Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER.
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer Signs [signature] 12/30/2006 Co-Buyer Signs

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND A COPY OF THE CITIZENS FINANCIAL GROUP, INC. PRIVACY NOTICE AT THE TIME YOU SIGN THE CONTRACT.

[signature] 12-30-06

Buyer's Signature Date (Co) Buyer's Signature Date

Creditor-Seller Signs [signature] Date

By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

OTHER IMPORTANT AGREEMENTS:

OWNERSHIP AND RISK OF LOSS: You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or missing. You agree not to sell, transfer, or remove the vehicle from the United States for more than 30 days without our written permission. You agree to maintain the vehicle in good condition and repair, except wear and tear caused by ordinary use. We may inspect the vehicle at any reasonable time. You will not expose the vehicle to misuse or confiscation or permit anyone to use the vehicle for any unlawful purpose. You will keep the vehicle free of any claims and seizures by any government authority. You will not rent the vehicle to others or carry passengers for hire. If we pay any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you will repay the amount when we ask for it. You will immediately notify us of any change in the address of your principal residence or the address where the vehicle is regularly located.

SECURITY INTEREST: You are giving us a security interest in: the vehicle being purchased; all proceeds of the vehicle; all accessions; and any attachments, accessories, or equipment affixed to the vehicle within ten days of this Contract. The security interest also covers: (1) insurance premiums returned to us; (2) proceeds of insurance policies on the vehicle, and (3) proceeds of any insurance policies on your life or health financed in this Contract. This security interest secures payment of all amounts you owe in this Contract and in any transfer, renewal, extension, modification, refinancing, or assignment of this Contract. It also secures your other agreements in this Contract. For purposes of this Contract, we agree to forego any security interest you may have given under another agreement which secures your obligation under this Contract. You will cause or cooperate in causing our security interest (lien) on the vehicle to be shown on the title. You will not allow any subordinate or other liens to be placed on the vehicle.

REQUIRED PHYSICAL DAMAGE INSURANCE: You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this Contract. You may obtain this insurance from any insurer you choose that is acceptable to us. You will make us loss payee and provide evidence of insurance. At any time during the term of this Contract, if you do not have physical damage insurance which covers both your and our interests in the vehicle, then we may buy it for you. If we do not buy physical damage insurance which covers both interests in the vehicle, we may, if we decide, buy insurance which covers only our interest, as permitted by applicable law.

We are under no obligation to buy any insurance, but may do so if we desire. If we buy either of these coverages, we will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a Finance Charge at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that we can use any insurance settlement either to repair the vehicle or to apply to your debt.

INSURANCE CHARGES RETURNED TO US: If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance covering only our interest in the vehicle. Any refund on optional insurance we obtain will be credited to your account or returned to you. Any insurance charges returned to us and credited to your account will be applied to as many of your installments as they will cover, beginning with the final installment.

SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT: You have the right to prepay this Contract in whole or in part at any time and you will not be charged a penalty for any such prepayment. If you are default, you may have the right to reinstate this Contract or if your property has been repossessed you may have the right under the law to receive back your property and to reinstate this Contract.

DEFAULT: You are in default if: (1) you fail to make a regularly scheduled installment payment when due; (2) any event occurs which substantially impairs the value of the vehicle; or (3) you breach any of your agreements or obligations under this Contract or if you die.

REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE: If you are in default, we can, upon written notice to you and subject to any right you may have to cure the default, demand that you pay all you owe on this Contract at once. If you fail to pay, you will be liable for interest at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law.

REPOSSESSION OF THE VEHICLE: Repossession means our taking the vehicle from you. If you are in default, we can repossess the vehicle upon written notice to you as required by law and subject to your rights to cure the default. To take the vehicle we can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal property in the vehicle, we will hold such property for the period required by law. If you fail to claim such personal property within such period, this property will be disposed of in the same manner as the vehicle. Any proceeds of such property will be applied to pay any amounts you still owe to us. Any accessories, equipment or replacement parts will remain with the vehicle.

GETTING THE VEHICLE BACK AFTER REPOSSESSION: If the vehicle has been repossessed, we may, but are not required to, allow you to reinstate this Contract and return the vehicle to you provided that you pay all past due installments, accrued late charges and agree with us on mutually satisfactory arrangements, and, if default at the time of repossession exceeded 15 days, also pay us expenses of retaking, repairing and storage authorized by law. If we do not allow you to reinstate this Contract, you may redeem the vehicle and end the Contract by payment of either of the following amounts, as applicable: (i) when default at the time of repossession was less than 15 days, the unpaid time balance plus any accrued default charges authorized by law plus any other amounts lawfully due under this Contract, excluding costs of retaking, repairing and storage; or (ii) when default at the time of repossession exceeded 15 days, the unpaid time balance, plus any accrued default charges authorized by law, plus costs of retaking, repairing, repossession and storing authorized by law, plus any other amount lawfully due under the Contract. Your right to redeem will end when the vehicle is sold.

SALE OF THE REPOSSESSED VEHICLE: We will send you a written notice of sale within the time period required by law before selling the vehicle. If you do not redeem the vehicle by the date on the notice, we can sell it at a public or private sale. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of sale will be figured this way: Any charges permitted by law for retaking, storing and repairing the vehicle, and any other charges permitted by law will be subtracted from the selling price. If you owe us more than the net proceeds of sale, your will pay us the deficiency. In any action we bring for a deficiency, you are entitled to have the reasonable value of the vehicle at the time of resale determined by the court, and if the value determined by the court is higher than the resale price, the higher value will be credited to the amounts you owe us. If you owe us less than the net proceeds of sale, we owe you the difference, unless someone else has an interest in the vehicle. For example, we may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, to the extent allowed by law you will pay us the difference between the net proceeds of sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to this Contract, until you do pay all you owe to us.

COLLECTION COSTS: If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorneys' reasonable fees and any court costs to the extent permitted by law.

LATE CHARGE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment. The late charge may be computed on the basis of a full calendar month for any fractional month period in excess of 10 days.

RETURNED CHECK FEE: To the extent permitted by law, you agree to pay those costs we actually incur and do not retain in connection with a check you give us that is returned for non-sufficient funds.

DELAY IN ENFORCING RIGHTS AND CHANGES OF THIS CONTRACT: We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, we can extend the time for making some payments without extending others. Any change in terms of this Contract must be in writing and signed by us. No oral changes are binding. If any provision of this Contract conflicts with applicable law, it will be considered modified to comply with that law and the remaining provisions shall continue.

WARRANTIES SELLER DISCLAIMS: You understand that the Seller is not offering any express warranties unless the Seller extends a written warranty. This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

RIGHT TO OFFSET: To the extent permitted by operation of law, if you are in default, we can subject to your right to cure the default, pay all or part of the amounts owed under this Contract from any deposits or funds that you have with us without telling you ahead of time.

CREDIT INFORMATION: You agree that we or our affiliate providing servicing or to whom this contract may be assigned may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application and any update, renewal, refinancing, modification or extension of this Contract. If you ask, you will be told the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify employment, pay, assets and debts. Anyone receiving a copy of this is authorized to provide us with such information. You agree that, to the extent permitted by law and as disclosed in our privacy notice, we, our assignee, any of our affiliates, and others may exchange credit, account and financial information about you.

NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

GOVERNING LAW: This Contract is governed by the law of Pennsylvania, and is the entire agreement between you and us.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of [illegible] ("Contract"), accept all provisions of the Contract and agree to pay all reasonable

WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of Buyer and Co-Buyer under the above Retail Installment Contract ("the Contract"), accept all provisions of the Contract and agree to pay all reasonable collection expenses and attorneys' reasonable fees incurred in enforcing this guaranty. Undersigned hereby waive demand for payment, notice of nonpayment and notice of acceptance of this guaranty and consent to extensions of time of payment and other indulgences, including, without limitation, release of any guarantor of the Contract or release of the vehicle which is collateral for performance of the obligations of Buyer and Co-Buyer, which may be granted to Buyer and Co-Buyer or any guarantor of the Contract without notice to undersigned and whether or not (and before or after) repossession has been made or undertaken and whether or not suit has been brought against Buyer or Co-Buyer or any guarantor of the Contract. Undersigned shall be primarily and jointly and severally liable with Buyer and Co-Buyer for full performance of Buyer's and Co-Buyer's obligations under the Contract.

SIGNATURES (Sign Full Name in Ink): Date:

Witness	Guarantor	(Seal)	Address
Witness	Guarantor	(Seal)	Address

SELLER'S ASSIGNMENT

Seller sells and assigns to the Assignee named below all of its right, title and interest in this Retail Installment Contract ("Contract"). Seller represents, warrants and covenants to Assignee that:(a)(i) no statements made or furnished to Assignee by Buyer or any Co-Buyer (collectively "Buyer"), Seller or any other person are untrue or incomplete; (ii) Buyer has not financed the down payment of the Vehicle described in the Contract ("the Vehicle"); (iii) Buyer is a bona fide applicant having legal capacity to enter into the Contract; (iv) the signature of the Buyer on all documents is genuine; and (v) the amount stated in the Contract to be due will in fact be due and payable at the time or times provided therein free of any claims, defenses, setoffs or counterclaims; (b) Seller has verified Buyer's identification; (c) The down payment for the Vehicle is paid in full with negotiable funds; (d) Seller has sold the Vehicle and the proceeds of the Contract are to be used to pay for such Vehicle and related items; (e) Seller had indefeasible title to the Vehicle immediately prior to the purchase by Buyer, and the right and authority to sell the Vehicle to Buyer, free and clear of all liens and encumbrances; (f) Seller warrants that the Vehicle is not a grey market or altered vehicle and is not salvaged, rebuilt or reconstructed from a total loss or otherwise materially impaired and the title to the Vehicle does not reflect such and the odometer statement executed by the Seller in connection with the Vehicle does not indicate true mileage unknown; (g) Seller has the authority to assign the Contract to Assignee free and clear of all liens and encumbrances; (h) Seller will secure and perfect for Assignee a security interest in the Vehicle free and clear of all liens or encumbrances, and deliver to Assignee evidence satisfactory to Assignee of such security interest within six months of the date of the Contract; (i) The description of the Vehicle is true and complete in the Contract and the Vehicle will be or has been duly delivered to and accepted without revocation by Buyer; (j) insurance or other coverage provided or arranged by Seller does not violate any applicable law or regulation and insurance documentation and rebates of unearned premiums, if any, will be delivered to Buyer within the time required by law; (k) The Vehicle is insured by a company acceptable to Assignee against fire, theft and collision, Assignee is loss payee and written evidence of such insurance has been or will promptly be provided to Assignee; (l) All optional credit insurance sold by Seller to Buyer is for the full term of the Contract and is limited to coverage of Buyer; (m) Seller has provided Buyer with a completed Contract and any other document as required by applicable law, and the information filled in thereon by Seller is accurate; (n) Seller is licensed to the extent required by law; (o) Seller has complied with all applicable transaction reporting requirements including, without limitation, the requirement under Section 6050I of the Internal Revenue Code as may be amended from time to time to report cash receipts of more than $10,000, and its implementing regulations; (p) Seller has complied with Assignee's procedures regarding the Fair Credit Reporting Act (FCRA) and Equal Credit Opportunity Act (ECOA) including, but not limited to, the following: (i) Seller has only submitted to Assignee credit information on Buyer after Buyer's signatures were first obtained on a credit application acceptable to Assignee ("Application"); (ii) Seller has not submitted any credit information on any individual whose signature does not appear on the application; (iii) Seller has advised Buyer that his/her Application has been submitted to Assignee at Assignee's current address; and (iv) Seller has advised Buyer that credit was approved by Assignee; (q) Seller has complied with all requirements of the FCRA and ECOA and all other federal, state and local laws, rules and regulations applicable to the extension of credit and consumer protection or otherwise applicable to the sale of the Vehicle including, without limitation, the requirements to provide Buyer with a foreign translation of the Contract; (r) Seller will promptly forward to the proper authorities all federal, state and local fees and taxes due in connection with the sale of the Vehicle; (s) Seller does not charge Buyer for filing fees or other costs paid by Seller to public officials to perfect Assignee's security interest in the Vehicle, except where allowed by law, nor does Seller make any type of charge, including documentary or processing charges, which Seller does not make in any other cash transaction; (t) Assignee shall have the right, but not the obligation, to inspect Seller's books, financial documents and other business records relating to this assignment or this Contract at Seller's place of business during Seller's normal business hours; and (u) upon request by Assignee, Seller shall promptly submit to Assignee signed financial statements of Seller's business, to include balance sheets, cash flow statements, profit and loss statements and such other information required by Assignee.

Each of these warranties, representations and covenants is material to Assignee's acceptance of this Contract. If any of them is breached or is erroneous, Seller unconditionally promises to accept reassignment of this Contract, without recourse against Assignee, and to pay Assignee, upon demand (1) the unpaid balance of the Contract as determined by Assignee, (2) all losses and expenses incurred by Assignee as a result of such breach or untruth, and (3) out-of-pocket expenses paid or incurred by Assignee in connection with the collection of any amount due under the Contract, including attorneys' fees and costs of litigation, whether by or against Assignee, and expenses with respect to repossessing, storing, repairing and selling the Vehicle. In addition, Seller agrees to indemnify Assignee in the manner and to the extent specified in the preceding sentence if the Assignee suffers a loss or expense in any judicial or administrative proceeding because of any claim or defense asserted against Assignee as a result of any act or omission on the part of Seller. If this Contract is rescinded by court order, Seller shall pay Assignee the amount specified above.

Seller shall be liable even if a waiver, compromise, settlement or variation of the terms of the Contract releases the Buyer.

The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. Seller waives notice of acceptance of this guarantee and assignment and notices of non-payment and non-performance.

This assignment is without recourse against Seller except as provided above and/or in another agreement, if any, between Seller and Assignee relating to the financing of retail installment contracts.

Assigned to: Citizens Automobile Finance Corp. ("Assignee")

EXHIBIT C

PENNSYLVANIA DMV/DOT MV-1 FORM

"APPLICATION FOR TITLE"

1. **As Supplied by Dealer Rider Ford, Inc. to Buyer David L. Nearhood**
2. **No Gross Weight Listed Here in GVWR Block under "Vehicle Description" Section as Required**
3. **No Signature on Form by Seller or Dealer as Required to Validate Form**
4. **Dealer or Seller Placed Wrong Insurance Info on this Form as Shown, Even Though Plaintiff Told Him the Correct Info before He Filled Out the Form, Insisting and Saying "It did not matter"**

No. 1257208

www.dmv.state.pa.us

MV - 1 (5-05)

A. VEHICLE DESCRIPTION

MAKE OF VEHICLE	VEHICLE IDENTIFICATION NUMBER (VIN). IF TRADING REQUIRED. TAPE SECURELY TO REVERSE OF THIS COPY	BODY TYPE (SDN, TK, BUS, ETC.)	MODEL YEAR
FORD TRK	1FTRF21W46NB53076	REG	2006

GROSS VEHICLE WT. RATING	FUEL TYPE: ☐ GASOLINE ☐ DIESEL ☐ ELECTRIC ☐ PROPANE ☐ HYBRID ☐ OTHER	DIN/MECHANIC #	AUTHORIZED NOTARY PUBLIC OR CERTIFIED INSPECTION MECHANIC (PRINT NAME)

CHECK THE APPROPRIATE BLOCK IF THE VEHICLE IS TO BE USED OR WAS FORMERLY USED AS A TAXI ☐ OR A ☐ POLICE VEHICLE (IF APPLICABLE)

I certify that I have verified that a legible mileage number is visible and that the above VIN and mileage were accurately listed here and in Section F of this form.

SIGN HERE

B. APPLICANT INFORMATION

LAST NAME (OR FULL BUSINESS NAME)	FIRST NAME	MIDDLE INITIAL	DATE ACQUIRED/ PURCHASED
NEARHOOD	DAVID	L	12/30/2006

CO-PURCHASER

DEALER ID NUMBER (IF APPLICABLE): 05-9661

STREET	CITY	STATE	ZIP	COUNTY CODE
1223 OAK GROVE ROAD	HORSHAM	PA	19044	

NOTE: If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE ☐. Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate.).

NOTE: IF THE VEHICLE IS TO BE USED AS A DAILY RENTAL OR LEASED VEHICLE, CHECK THIS BLOCK ☐. IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-1L.

REFER TO COUNTY CODES LISTED ON REVERSE SIDE OF YELLOW COPY

C. MILEAGE INFORMATION

☐ REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS

☐ IS NOT THE ACTUAL MILEAGE. WARNING: ODOMETER DISCREPANCY

ODOMETER READING: _____ TENTHS: 1 ☒

WARNING: FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

D. LIEN INFORMATION

1ST LIEN DATE: 12/30/2006 → IF NO LIEN, CHECK ☐	2ND LIEN DATE: → IF NO LIEN, CHECK ☒
1ST LIENHOLDER: CITIZENS AUTO FINANCE CO	2ND LIENHOLDER
STREET: P.O. BOX 255507	STREET
CITY: SACRAMENTO STATE: CA ZIP: 95865	CITY: STATE: ZIP:
FINANCIAL INSTITUTION NUMBER: 0115001200	FINANCIAL INSTITUTION NUMBER
IF THIS IS AN ELT, CHECK HERE ☐ NOTE: PIN IS REQUIRED	IF THIS IS AN ELT, CHECK HERE ☐ NOTE: PIN IS REQUIRED

E. ADDITIONAL VEHICLE INFORMATION

MAKE OF VEHICLE	VIN		MODEL YEAR
BODY TYPE (SDN, BUS, TK, ETC.)	CONDITION OF VEHICLE ☐ GOOD ☐ FAIR ☐ POOR		
PASSENGER TAXBUS	PASSENGER ☐ TAXI ☐ LIMOUSINE ☐ SCHOOL BUS ☐ MASS TRANSIT ☐ OTHER BUS ☐		SEATING CAPACITY
MOTORCYCLE MOTOR DRIVEN CYCLE MOPED	CYLINDER CAPACITY 50CC OR LESS ☐ YES ☐ NO	BRAKE HORSEPOWER ☐ 1.5 OR LESS ☐ 1.6 TO 3.0 ☐ OVER 3.0	
	OPERABLE PEDALS ☐ YES ☐ NO	MAX DESIGN SPEED 25 MPH OR LESS ☐ YES ☐ NO	
	AUTOMATIC TRANSMISSION ☐ YES ☐ NO	DESIGNED/ALTERED FOR ROAD USE ☐ YES ☐ NO	
MOTOR HOME	CHASSIS MFR.	BODY MAKE:	
TRAILER & VEHICLES BELOW	NUMBER OF AXLES:	REG. REGISTERED GROSS WT. (INCLUDING LOAD)	
	SUM OF GAWR'S:	UNLADEN WT. (EMPTY)	
TRUCK TRUCK TRACTOR	REG. REGISTERED GROSS COMBINATION WT.	GROSS COMBINATION WT. RATING	

F. APPLICATION FOR REGISTRATION

ORIGINAL PLATE ✔ Check One

☐ PLATE TO BE ISSUED BY BUREAU (PROOF OF INSURANCE MUST BE ATTACHED.)

☐ EXCHANGE PLATE TO BE ISSUED BY BUREAU

☐ TEMPORARY PLATE ISSUED BY FULL AGENT (NOTE: THIS PLATE WILL EXPIRE 90 DAYS FROM DATE OF ISSUANCE.)

☐ TRANSFER OF PREVIOUSLY ISSUED PLATE ☐ TRANSFER & REMOVAL OF PLATE

☐ TRANSFER & REPLACEMENT OF PLATE ☐ TRANSFER OF PLATE & REPLACEMENT OF STICKER

PLATE NO.: YFV1753

EXPIRES: Month 04 Year 2007

REASON FOR REPLACEMENT: ☐ LOST ☐ STOLEN ☐ DEFACED ☐ NEVER RECD (LOST IN MAIL)

NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44.

TRANSFERRED FROM TITLE NO.

VIN

TEMP. PLATE NO.

SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT):

SIGN HERE

RELATIONSHIP TO APPLICANT

INSURANCE COMPANY NAME	NAIC NO.	POLICY NO. (OR ATTACH BINDER)	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
TRAVELERS INS CO		979369991 101 1	04/05/2006	10/05/20

ISSUING AGENT INFORMATION

I CERTIFY THAT ON MONTH 12 DAY 30 YEAR 2006 I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS.

ISSUING AGENT (PRINT NAME): RIDER FORD

AGENT NO.: 05-9661

ISSUING AGENT SIGNATURE

TELEPHONE NO.: (610) 342-4020

G. TAX / FEES

PURCHASE PRICE	22650.00
LESS TRADE-IN	
TAXABLE AMOUNT	22650.00
X 6% (.06) SALES TAX *X 7% (.07) *(See note on reverse)	1359.00
LESS TAX CREDIT	N/A
1. SALES TAX DUE	1359.00
1A. Exemption Reason Code (must be a number from 1 to 26 or 0)	
1B. EXEMPTION NO.	
1C. (PTA) NO.	
2. TITLE FEE	22.50
3. LIEN FEE	3.00
4. REGISTRATION OR PROCESSING FEE	N/A
Fee Exempt Number as assigned by the Bureau	
5. DUPLICATE REG. FEE NO. OF CARDS	N/A
6. TRANSFER FEE	5.00
7. INCREASE FEE	N/A
8. REPLACEMENT FEE	N/A
9. TOTAL PAID (ADD 1 THRU 8) Send One Check In This Amount. ➡	1389.50

H. SIGN AND APPLICATION FOR TITLE

WE ACKNOWLEDGE THAT I/WE MAY LOSE MY/OUR OPERATING PRIVILEGE(S) OR VEHICLE REGISTRATION(S) FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY ON THE CURRENTLY REGISTERED VEHICLE FOR THE PERIOD OF REGISTRATION. I/WE FURTHER ACKNOWLEDGE THAT I/WE MAY BE SUBJECT TO A FINE NOT EXCEEDING $5,000 AND IMPRISONMENT OF NOT MORE THAN TWO (2) YEARS FOR ANY FALSE STATEMENT THAT I/WE MAKE ON THIS APPLICATION, AND I/WE CERTIFY THAT I/WE HAVE EXAMINED AND SIGNED THIS FORM AFTER ITS COMPLETION; AND, THAT, IF AN EXEMPTION FROM PAYMENT OF SALES TAX IS CLAIMED, I AM/WE ARE AUTHORIZED TO CLAIM THIS EXEMPTION. I/WE FURTHER CERTIFY THAT ALL STATEMENTS HEREIN ARE TRUE AND CORRECT AND MAKE APPLICATION FOR CERTIFICATE OF TITLE FOR THE VEHICLE DESCRIBED IN BLOCK A.

SUBSCRIBED AND SWORN TO BEFORE ME: MO. ___ DAY ___ YEAR ___

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

SIGN IN PRESENCE OF NOTARY

SIGNATURE OF INDIVIDUAL OR AUTHORIZED SIGNER

TELEPHONE NO.: (610) 342-4304

SIGNATURE OF CO-OWNER/TITLE OF AUTHORIZED SIGNER

If your registration documents are not received within 90 days, please contact PennDot.

1. APPLICANT'S COPY/TEMPORARY

EXHIBIT D

"ODOMETER DISCLOSURE STATEMENT"

1. **No Signature by Seller - Dealer Rider Ford, Inc. as Required to Certify Statement**
2. **Plaintiff / Buyer told Defendant 1 / Seller - Dealer that Truck had More than 15 Miles on Odometer Reading but the Seller - Dealer Certified it as 15 Miles Anyway, in Apparent Violation of Federal and State Laws**

DAVID L NEARHOOD — CUSTOMER'S NAME

F63026 — STOCK NO

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, RIDER FORD (transferor's name, print)

state that the odometer now reads 15 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
FORD TRUCK	S-DTY F-250	REG CAB SR

VEHICLE IDENTIFICATION NUMBER	YEAR
1FTNF21506EB63026	2006

X _____
TRANSFEROR'S SIGNATURE

RIDER FORD
PRINTED NAME

1001 WALTON ST.
TRANSFEROR'S ADDRESS (STREET)

PHILIPSBURG	PA	16866
CITY	STATE	ZIP CODE

12/30/2006
DATE OF STATEMENT

X David L Nearhood
TRANSFEREE'S SIGNATURE

DAVID L NEARHOOD
PRINTED NAME

1223 OAK GROVE ROAD
TRANSFEREE'S ADDRESS (STREET)

MORRISDALE	PA	16858
CITY	STATE	ZIP CODE

FORM 1099-A — ADAMS II • (717) 697-8727 • (800) 233-8731

EXHIBIT E

PENNSYLVANIA NOTICE TO APPLICANT BUYER

"OPTIONAL PRODUCTS NOT REQUIRED TO OBTAIN FINANCING"

1. **No Signature by Seller or Creditor at Bottom as Required to Validate Finance Agreement per Truth-in-Lending Disclosure Act (Regulation "Z")**

CITIZENS AUTOMOBILE FINANCE CORP.

PENNSYLVANIA NOTICE TO APPLICANT BUYER OPTIONAL PRODUCTS NOT REQUIRED TO OBTAIN FINANCING

Be advised as an applicant for motor vehicle financing that the purchase of specific items related to acquiring the motor vehicle, including any service contract, warranty, debt cancellation agreement, debt suspension agreement or optional insurance coverage IS VOLUNTARY AND IS NOT REQUIRED AS A CONDITION OF RECEIVING THE FINANCING FOR WHICH YOU ARE APPLYING. However, this notice does not apply to insurance for substantial risk of damage, destruction or theft of the motor vehicle which may be required by the retail installment seller under Pennsylvania law. This notice also does not apply to options and accessories physically attached to the motor vehicle.

By signing below, the Applicant Buyer(s) acknowledges receiving the above notice both orally and in writing prior to signing any motor vehicle retail installment sale contract.

Date: _____

x x David L. Hanbood
Applicant Buyer Signature

Name: _____

Address: _____

_____

x _____
Co-Applicant Buyer Signature

Name: _____

Address: _____

_____

White: Creditor Copy Canary: Buyer Copy Pink: Co-Buyer Copy Goldenrod: Dealer Copy

AMFC-019PA REV 9/04

Exhibit E Page 1.44

EXHIBIT F

JANUARY 18TH, 2007 CERTIFIED TARE WEIGHT TICKET

"VEOILA ENVIRONMENTAL SERVICES GREENTREE LANDFILL, LLC"

1. **The tare weight of the truck on this ticket is what registered on the scales when Plaintiff had in the truck approximately 1/2 tank of gas and a rubber bedmat, broom, nylon tow rope and running boards**
2. **The truck originally came with a full tank of gas on 12/30/2006 when Plaintiff took delivery of the truck**
3. **Ticket shows that Defendant 1 had only re-registered the gross vehicle weight rating up to 6,560 lbs. at time of weighing on 01-18-2007**

VEOLIA ENVIRONMENTAL SERVICES

Veolia ES Greentree Landfill, LLC
635 Toby Road, Kersey, PA 15846
Tel: (814) 265-1744 • Fax: (814) 265-8745

099000

C.O.D. CUSTOMERS
635 TOBY RD

KERSEY, PA 15843

SITE	TICKET	GRID
01	520909	
WEIGHMASTER	HT066286	
DATE IN	18 Jan 07	TIME IN 3:26 pm
DATE OUT	18 Jan 07	TIME OUT 3:41 pm
VEHICLE	CASH1	ROLL OFF
REFERENCE	ORIGIN	Clearfield,PA

Contract: CLEARFIELD DAVID NEARHOOD Inbound - ERL-CELLS

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	TAX	TOTAL
0.14	TN	10 EC01 MSW	$42.32	$26.16 CR	$0.86	$27.02
1.00	EA	EF EC01 ENVIRONMENTAL FEE	$3.00	$3.00	$0.00	$3.00
		00 Gross Weight 6,560.00 lb				
		Stored Tare Weight 6,280.00 lb				
		Net Weight 280.00 lb				

TICKET NOTES

000000
0000

WHITE COPY-CUSTOMER YELLOW COPY- RETAIN
PINK COPY-TRANSPORTER

NET AMOUNT	$30.02
TENDERED	$0.00 ($30.02)
CHANGE	0000
CHECK NO.	

SIGNATURE David Nearhood

Exhibit F Page 1.46

EXHIBIT G

PENNSYLVANIA OFFICE OF ATTORNEY GENERAL

CONSUMER COMPLAINT FORM

1. **Copy that Plaintiff filed with the State Attorney General's Office on 03-01-07**

PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

CONSUMER COMPLAINT FORM

TOM CORBETT
ATTORNEY GENERAL

www.attorneygeneral.gov

Office Use Only Investigator: Code 1 Code 2
Complaint #

Bureau of Consumer Protection
Manor Building, 6th Floor
564 Forbes Avenue
Pittsburgh, PA 15219
(412) 565-5135

David Nearhood
YOUR NAME

1223 Oak Grove Rd
ADDRESS

Morrisdale PA 16858 Clearfield
CITY STATE ZIP CODE COUNTY

814-342-7464 814-[redacted]290-3091
HOME PHONE NUMBER BEST NUMBER TO CALL DURING THE DAY

Rider Motors Inc.
NAME OF BUSINESS COMPLAINT IS AGAINST

NAME OF OWNER OR OTHER INDIVIDUAL TO WHOM YOU COMPLAINED
[redacted] Philipsburg
ADDRESS

PA 16866 Center
CITY STATE ZIP CODE COUNTY

342-4060
PHONE

PRODUCT(S) OR SERVICE(S) PURCHASED	DATE OF PURCHASE	PURCHASED PRICE
2006 F-250 xL Super Duty	12-29-07	$35,989.92

To what other agencies have you complained? Citizens Automobile Finance Corp.

What action was taken? They said they are going to sue me.

Have you retained an attorney? ☐ Yes ☐ No
If yes, please provide your attorney's name, address and telephone number

Have you filed a court action? ☐ Yes ☐ No
If yes, please state WHEN, WHERE and WHAT decision was made?

Your Age:
☐ 18-29
☐ 30-44
☐ 45-59
☐ 60 or older

How did you find out about us?
☐ Yellow Pages
☐ Attended Lecture/Senior Fair or Speaking Engagement
☐ State Legislative Agency
☐ News Story
☐ Internet
☐ Other
Please Specify

(This information will be used for Statistical or Enforcement Purposes only.)

PLEASE COMPLETE THE REVERSE SIDE OF THE COMPLAINT FORM

Please explain your complaint. You may use additional sheets if necessary. Please print or type clearly. Try to be brief, but be sure to tell WHAT happened, WHEN it happened and WHERE it happened. Be specific about any oral statements the business made to you, ESPECIALLY those that influenced you to deal with the company. Describe events in the order in which they happened. Attach COPIES of all contracts, letters, receipts, canceled checks (front & back), advertisements or any other papers that relate to your complaint.

I called on I sent my vote to Jay Penn Valley Exchange 791 Bellefonte Pike "190 Pennypack Ln 19047 We do not owe that and I have a trunk that has been and even in the hospital

Look to attached Pages.

WHAT WOULD YOU LIKE THE BUSINESS TO DO TO SETTLE YOUR COMPLAINT?

Give my mercy back & repair my credit ratings.

PLEASE READ CAREFULLY

The Attorney General cannot act as your private attorney. As a law enforcement agency, the primary function of the Office of Attorney General is to represent the public at large by enforcing laws prohibiting fraudulent or deceptive trade practices.

The information you provide will be used in an attempt to resolve your complaint and will be shared with the party complained against.

Through the Bureau of Consumer Protection, the Attorney General does provide as a service to consumers the Consumer Mediation Unit, where an attempt may be made to mediate individual consumer complaints. Your complaint will remain on file with our office and the information contained in it may be used to establish violations of Pennsylvania Law.

I certify that the information provided is true and correct to the best of my knowledge, information and belief.

David L. Markwood — YOUR SIGNATURE

3-1-07 — DATE

REVISED JANUARY 2005

EXHIBIT H

REGISTRATION CERTIFICATE SHOWING REGISTERED GVWR AT ONLY 7000 LBS.

1. **Copy that Plaintiff Received from Defendant 1 Rider Ford, Inc. on 03-07-07 after Plaintiff Complained Again on 02-28-07 Requesting that He Bump Maximum GVWR up to the Maximum 9500 lbs Rating for the Truck**
2. **Certificate is Showing Defendant's Response to Plaintiff's Request that He Only Moved it up Slightly a token amount to 7000 lbs, still far insufficient to Accommodate Plaintiff's Request to Assure He Could Haul Legal Loads for His Occupation at or near 1.5 Tons (3000 lbs) Net Load Weight**

Detach Here 1 OF 1 H W Detach Here

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: APR 30, 2007 VALID: 03/02/07

PLATE: YFV1763 REG. GROSS WT: 07000
TITLE: 6431926460I NE
VIN: 1FTNF21506EB63026 UNLADEN WEIGHT: 05757
YR/MAKE: 2006 FORD CLASS: 02
TYPE: TK
MID: 07036 0010 001674-001

SIGNATURE

I hereby acknowledge the day that I have received notice of the provision of Section 3709 of the Vehicle Code

094021
DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA
16858

Change your address online at: www.state.pa.us Pa Keyword "DMV".

registration credential, you acknowledge that you have received notice of this provision.

Exhibit H Page 1.51

TRI-COUNTY TAX SERVICE
353 BENNER PIKE
SUITE B
STATE COLLEGE, PA 16801

ALTOONA PA 165
03 MAR 2007 PM 2 L

094021
DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA
16858

EXHIBIT I

PENNSYLVANIA DMV / DOT MV-41 FORM

"APPLICATION FOR CORRECTION OF VEHICLE RECORD OR VERIFICATION OF VEHICLE IDENTIFICATION NUMBER"

1. **Picked up at AAA Office in State College, PA to see what was Needed to Raise the Weight per Information Regarding the Form after Talking to State Police Trooper Michael Green of the Criminal Fraud Division at the PA State Police Barracks in Clearfield, PA**
2. **The Plaintiff was also told that he needed to get the GVWR Changed on the Title Also per Trooper Michael Green**

1-800-932-4600

MV-41 (11-06)

Commonwealth of Pennsylvania
Department of Transportation
Bureau of Motor Vehicles
Harrisburg, PA 17104-2516

APPLICATION FOR CORRECTION OF VEHICLE RECORD OR VERIFICATION OF VEHICLE IDENTIFICATION NUMBER

▲ FOR DEPARTMENT USE ONLY ▲

SEE INFORMATION ON REVERSE

Title Number	If your title is being held by a lienholder that participates in the Electronic Lien and Titling Program (ELT) check here ☐	GVWR (if applicable)	Registration Plate Number

CHECK ✓ APPLICABLE BLOCK BELOW

1. ☐ Correction or Verification of Vehicle Identification Number. Complete Sections A, B and F.
2. ☐ Application for State Replacement Vehicle Identification Number Plate/Decal. Complete Sections A, C (MUST be completed by a Police Officer), and F.
3. ☐ Correction of body type, number of axles, or other corrections to the vehicle title or registration data. Complete sections A, D and F. (If the vehicle has been modified, such as the addition or removal of axles, or you are requesting a change to the manufacturer weight specifications, an MV-426B must be completed.)
4. ☐ Verification of Gross Vehicle Weight Rating (GVWR) or Gross Combination Weight Rating (GCWR) by Inspection Mechanic Only. Complete Sections A, E and F

A VEHICLE OWNER INFORMATION

Last Name(s)/Company Name	First Name	Middle Initial	Jr., etc.
Co-Owner Last Name	First Name	Middle Initial	Jr., etc.
Current Street Address	City		
State / Zip Code	***Please use the "County Codes" listing found on the back of this application and list the numerical code for the County of your residence.***		County Code

B CORRECTION OR VERIFICATION OF VEHICLE IDENTIFICATION NUMBER

To be used only to correct typographical error of one digit, transposition of two digits, or if engine number has been erroneously recorded as the VIN OR for the purpose of VIN verification.

ATTACH TRACING HERE OR HAVE AUTHORIZED NOTARY PUBLIC EMPLOYED BY A FULL AGENT OR MOTOR VEHICLE DEALER, OR INSPECTION MECHANIC COMPLETE THE VERIFICATION INFORMATION BELOW.

Record Correct VIN	
Signature of Notary Public or Inspection Mechanic	DIN/Mechanic #

C APPLICATION FOR STATE REPLACEMENT VIN PLATE

Original Vehicle Identification Number (if known)

Reason for Replacement of VIN Plate

☐ Lost ☐ Stolen ☐ Defaced ☐ Never Received

☐ Other (Please Explain) _____

VERIFICATION BY POLICE OFFICER (Local or State Police)

Signature of Police Officer	Badge Number
Department Name	Telephone No.

D VEHICLE DATA THAT REQUIRES CORRECTION – Check only the block(s) and list the information that needs correcting due to an error in the title application or to a change in the use of the vehicle.

☐ Make of Vehicle — Correct to:	☐ Body Type — Correct to:	☐ Year — Correct to:	☐ Seating Capacity — Correct to:
☐ Odometer - See instructions on Reverse side — Correct to:		☐ Other — Correct to:	
☐ Unladen Weight — Correct to:	☐ Registered Gross Vehicle Weight — Correct to:	☐ Registered Gross Combination Weight — Correct to:	

E [redacted] Mechanic Only) GVWR GCWR

Signature of Inspection Mechanic	Inspection Mechanic Number

☐ No. of Axles — Correct to:	Was additional axle installed? ☐ Yes ☐ No	NOTE: If additional axle was added, MV-426B must be completed.

F CERTIFICATION - I(We) hereby certify under penalty of law that all information given on this application is true and correct. (Date must be listed).

Signature of Owner or Authorized Person	Date
Signature of Co-Owner or Title of Authorized Person	Applicant's Telephone No. ( )

THIS APPLICATION MAY BE PHOTOCOPIED

MESSENGER NO.

EXHIBIT J

MAY 9TH, 2007 CERTIFIED TARE WEIGHT TICKET

"INTERSTATE SCALES KWIK FILL PLAZA IN KYLERTOWN, PA"

1. **On May 9, 2007, the Plaintiff, in order to gain more evidence to the end of proving his claims in his Complaint, and to help prove his case that the dealer tampered with the weight results and gave him inaccurate ratings, got a certified reconstruction as near as possible of the true tare weight of the truck at Interstate Scales Kwik Fill Plaza in the original weight and equipment configuration condition the truck was in with a full tank of gas when he originally took delivery of the vehicle from the dealer**
2. **The tare weight of the truck on this ticket is what registered on the scales when Plaintiff had in the truck full tank of gas and a rubber bedmat, broom, nylon tow rope and running boards**
3. **The truck originally came with a full tank of gas on 12/30/2006 when Plaintiff took delivery of the truck minus the running boards which weigh approximately 35 lbs, and minus the rubber bedmat, broom and nylon tow rope, which weigh approximately another 25 lbs**

INTERSTATE SCALES

P.O. Box 6730, Evansville, IN 47719-0730
Ph. (812) 421-8212 Fax: (812) 421-8325
www.interstatescales.com

No. 623241

☐ IF REWEIGH CHECK HERE
FIRST TICKET #_____

21:17:28 09 May 2007 11654

KWIK FILL PLAZA

I-80 @ EXIT 133

KYLERTOWN, PA

LICENSED PUBLIC WEIGHMASTER SEAL (IF APPLICABLE)

SM

FLEET COPY

3580 lb	2680 lb	00 lb
	6260 lb	

☐ CHECK HERE IF DRIVER IS NOT IN TRUCK DURING WEIGHING
THE GROSS WEIGHT IS THE CERTIFIED WEIGHT
ENTIRE TRUCK MUST BE ON SCALE TO BE CERTIFIED
MULTIPLE DRAFT WEIGHTS ARE NOT LEGAL FOR TRADE

Weigh $ 8.00

VIN#: 1FTN7215267B63076

This is to certify that the following described merchandise was weighed, counted or measured by a public or deputy weighmaster and when required sealed and stamped by him/her upon reference of the scales shown as prescribed by law.

Tractor # 1 Trailer # _____ Company _____

#1 Driver Code | P.O.# | Trip # | Weighmaster _____

©Hargett Enterprises, Inc. 2002. All rights reserved. No part of this ticket may be reproduced without the express written consent of Interstate Scales.

INTERSTATE SCALES

Interstate Scales Guarantee

When you weigh on our certified scale and are shown to be legal, then receive an overweight fine, we will pay the ticket if our scale is found to be inaccurate. If our scale is found to be correct, we will appear in court with the driver of the truck as an expert witness.

IF YOU RECEIVE AN OVERWEIGHT FINE DO THE FOLLOWING:

1. You should post a bond and request a court date.
2. Immediately notify Interstate Scales of the citation and location of the scale you weighed on prior to the fine.
3. Send a copy of the weight ticket, citation, your name, company name, address and telephone number to Interstate Scales.

Note: The gross weight is the certified weight. The entire truck must be on the scale to be certified. Overweight permit loads are not guaranteed.

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge and good faith belief, and that the documents attached as Exhibits to the Complaint are true and correct copies of the originals.

Respectfully submitted,

Dated: June 8, 2007 by David L. Nearhood
David L. Nearhood
Plaintiff

MAIL SERVICE LIST

Rider Ford, Inc.
Defendant 1
1001 Walton Street
Phillipsburg, Pennsylvania 16866
Phone: (814) 342-4620

Citizens Automobile Finance Corp.
Defendant 2
P.O. Box 255587
Sacramento, California 95865-5587

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

ANSWER, NEW MATTER, NEW MATTER PURSUANT TO PA.R.C.P. 2252(d) AND COUNTERCLAIM

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

FILED ON BEHALF OF
Citizens Auto Finance Corp.,
Defendant

COUNSEL OF RECORD OF
THIS PARTY:

JAMES C. WARMBRODT,
ESQUIRE
PA I.D.#42524
Weltman, Weinberg & Reis Co.,
L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR# 6101364

EXHIBIT
2

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

DAVID L NEARHOOD

Plaintiff

vs. Civil Action No. 2007-908-CD

RIDER FORD, INC AND
CITIZENS AUTO FINANCE CORP

Defendant

COMPLAINT AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

NOTICE TO PLEAD

To: DAVID L. NEARHOOD and RIDER FORD, INC.:

You are hereby notified to file a written response to the within Answer, New Matter and New Matter Pursuant to Pa.R.C.P. 2252(d) within twenty (20) days from service hereof or a judgment may be entered against you.

JAMES C. WARMBRODT,
ESQUIRE
PA I.D.47437
Weltman, Weinberg & Reis Co.,
L.P.A.
2718 Koppers Building
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

ANSWER, NEW MATTER, NEW MATTER PURSUANT TO PA.R.C.P. 2252(d) AND COUNTERCLAIM

AND NOW, comes the Plaintiff, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and in support of its Answer, New Matter, New Matter Pursuant to Pa.R.C.P. 2252(d) and Counterclaim represents as follows:

1. Admitted.
2. Admitted.
3. Denied as stated. The correct designation of this Defendant is "Citizens Automobile Finance Inc.", and the correct address for this Defendant is 480 Jefferson Blvd., RJE 350, Warwick, RI 02886.
4. It is admitted that Plaintiff signed the "Buyer's Order" that is attached to the Complaint as Exhibit "A". The remaining averments refer to a document, which document speaks for itself, and therefore no further response is required. To the extent that a response may be required, it is denied that Plaintiff made a cash

downpayment in the amount of $6,500.00. In fact, as averred by Plaintiff in Paragraph 28 of his Complaint, the amount of Plaintiff's downpayment was $2,000.00.

5. It is admitted that Plaintiff signed the Retail Installment Contract that is attached to the Complaint as Exhibit "B". It is admitted that no officer or employee of this Defendant was present at the signing of the Retail Installment Contract by the Plaintiff. The remaining averments refer to a document, which document speaks for itself, and therefore no further response is required. To the extent that a response may be required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments, as those averments are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial.
6. Denied as conclusions of law.
7. Denied as conclusions of law.
8. Denied as conclusions of law.
9. It is admitted that Exhibit "C" attached to the Complaint is the Application for Title for the vehicle in question, which document speaks for itself. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

10. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. To the extent that a response may be required, Plaintiff's averments are denied as conclusions of law.

11. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. To the extent that a response may be required, Plaintiff's averments are denied as conclusions of law.

12. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. To the extent that a response may be required, Plaintiff's averments are denied as conclusions of law.

13. It is admitted that Exhibit "D" attached to the Complaint is the Odometer Disclosure Statement for the vehicle in question, which document speaks for itself. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial.

14. It is admitted that Exhibit "E" attached to the Complaint is the Pennsylvania Notice To Applicant Buyer Optional Products Not Required To Obtain Financing that was received by Plaintiff, which document speaks for itself. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

15. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

16. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

17. No response is required, pursuant to this Honorable Court's order of October 19, 2007.

18. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

19. It is admitted that Plaintiff has made no payments to Defendant as required under the Contract. The remainder of Plaintiff's averments are denied as conclusions of law.

20. No response is required, pursuant to this Honorable Court's order of October 19, 2007.

21. No response is required, pursuant to this Honorable Court's order of October 19, 2007.

22. To the extent that Plaintiff is consenting to the surrender of the vehicle to Defendant, Defendant wishes to recover possession of its collateral. The remainder of Plaintiff's averments are denied as conclusions of law.

23. Denied as conclusions of law.

24. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments, as the matters averred are within the knowledge, custody and control of parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

25. Denied as conclusions of law.

26. Denied as conclusions of law.

27. Denied as conclusions of law.

28. Denied as conclusions of law. To the extent that a response may be required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments, as the matters averred are within the knowledge, custody and control of parties other than this Defendant, and strict proof thereof is demanded at the time of trial.

29. Denied as conclusions of law.

30. The averments contained in Paragraphs 30 through 62 are denied as conclusions of law.

WHEREFORE, Defendant demands that judgment be entered in favor of the Defendant and against the Plaintiff.

NEW MATTER

31. The averments contained in Paragraph 1 through 30, above, are incorporated herein by reference thereto as though herein set forth at length.

32. Plaintiff's Complaint fails to state a cause of action.

33. Plaintiff's Complaint is barred by the statute of limitations.

34. Plaintiff's Complaint is barred by the statute of frauds.

35. Plaintiff's Complaint is barred by the doctrine of laches.

36. Plaintiff's Complaint is barred by his failure to mitigate damages.

37. Plaintiff's Complaint is barred by the doctrine of estoppel.

WHEREFORE, Defendant demands that judgment be entered in favor of the Defendant and against the Plaintiff.

NEW MATTER PURSUANT TO PA.R.C.P. 2252(d)

38. The averments contained in Paragraph 1 through 37, above, are incorporated herein by reference thereto as though herein set forth at length.

39. To the extent that judgment is entered in favor of the Plaintiff, the entitlement to which judgment is specifically denied, Defendant, Rider Ford, Inc. is alone liable to the Plaintiff, or is liable over to this Defendant, or is jointly or severally liable with this Defendant.

WHEREFORE, Defendant demands that judgment be entered in favor of the Defendant and against the Plaintiff.

COUNTERCLAIM

COUNT I – IN REPLEVIN

CITIZENS AUTOMOBILE FINANCE, INC. V. DAVID L. NEARHOOD

40. The averments contained in Paragraph 1 through 39, above, are incorporated herein by reference thereto as though herein set forth at length.
41. Defendant is the holder of a Retail Installment Contract and Security Agreement secured by a vehicle, duly executed and delivered by Plaintiff in favor of Rider Ford, Inc., on or about December 30, 2006. A true and correct copy of the Retail Installment Contract is attached hereto, marked as Exhibit "1" and made a part hereof.
42. Pursuant to the Retail Installment Contract, Defendant took possession of the vehicle, more particularly described in the Retail Installment Contract as a 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026.
43. Rider Ford, Inc., subsequently assigned its right, title and interest in the Retail Installment Contract to this Defendant.
44. Pursuant to the Retail Installment Contract, Plaintiff was to make eighty-four (84) consecutive monthly payments of $349.88 beginning January 29, 2007.

45. Defendant maintains a first lien on the aforesaid vehicle by virtue of the Certificate of Title issued by the Commonwealth of Pennsylvania Department of Transportation, a true and correct copy of which is attached hereto, marked as Exhibit "2" and made a part hereof.

46. Plaintiff is in default of the terms and conditions of the Contract because Plaintiff has failed to make the required monthly payments.

47. Defendant is entitled to immediate possession of said vehicle to which Defendant holds a security interest and any proceeds of the vehicle, including insurance proceeds, by virtue of Plaintiff's default.

48. The total unpaid principal amount due by Plaintiff to Defendant under the Retail Installment Contract as of May 31, 2007 was $22,922.21.

49. Defendant avers that the Retail Installment Contract provides for finance charges at the rate of 8.49% per annum.

50. Defendant has performed all conditions precedent as holder of all right, title and interest in the collateral, but Plaintiff wrongfully remains in possession of the vehicle.

WHEREFORE, Defendant prays for judgment in its favor and against the Plaintiff, David L. Nearhood, in Count I for possession of the vehicle, more particularly identified as a 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026.

COUNT II– IN CONTRACT FOR IN PERSONAM DAMAGES

CITIZENS AUTOMOBILE FINANCE, INC. V. DAVID L. NEARHOOD

51. The averments contained in Paragraph 1 through 50, above, are incorporated herein by reference thereto as though herein set forth at length.

52. In the alternative to Count I, Defendant pleads an action in contract as the result of Plaintiff's default under the Retail Installment Contract for the accelerated balance due under the Retail Installment Contract of $22,922.21, plus additional finance charges at the rate of 8.49% per annum from May 31, 2007.

53. Pursuant to the Retail Installment Contract, Plaintiff has agreed to pay to Defendant its reasonable attorneys' fees and costs of retaking possession of the collateral.

54. Defendant avers that such attorneys' fees amount to $1,500.00 to date.

WHEREFORE, Defendant prays for judgment in its favor and against the Plaintiff, David L. Nearhood, in Count II in the amount of $22,922.21, plus additional finance charges at the rate of 8.49% per annum from May 31, 2007, plus reimbursement of the expenses for retaking possession of the collateral, plus attorneys' fees of $1,500.00 plus costs.

Respectfully submitted,

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:_____

JAMES C. WARMBRODT, ESQUIRE
PA I.D. 47437
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building

Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

Rev 10-04

Citizens Automobile Finance Corp.

RETAIL INSTALLMENT CONTRACT

PA

Dealer Number _____ 12/30/2006

Buyer: DAVID L NEARHOOD 1223 OAK GROVE ROAD MORRISDALE PA 16858
(Print Full Name and Address of Principal Residence)

Co-Buyer: _____
(Print Full Name and Address of Principal Residence)

Creditor-Seller: RIDER FORD 1001 WALTON ST PHILIPSBURG PA 16866
(Print Full Name and Address)

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee ("Assignee").

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW	2006	FORD TRUCK S-DTY F-250	REG CAB	S 1FTNF21506EB63026	

If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for ☒ personal, family or household, or ☐ business purposes

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 6500.00
8.4%	$ 7287.42	$ 22102.50	$ 29389.92	$ 35889.92

PAYMENT SCHEDULE: Your payment schedule will be 84 monthly payments of $ 349.00 each, due on the same day of each month starting on 01/29/2007

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased

LATE FEE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price of Vehicle (including any accessories, installation, services, repairs, taxes and other permitted costs): $ 28509.00 (1)
2. Downpayment:
   A. Trade-in. Your Trade-in is a _____ (Year) _____ (Make) _____ (Model) _____ (VIN)
   Gross Allowance $ N/A less Amount Owing $ N/A equals Net Trade-in $ N/A
   (If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-in and enter excess as Prior Credit or Lease Balance in Item 4D)
   B. Cash Downpayment $ 2000.00
   C. Manufacturer's Rebate Applied to Downpayment $ 4500.00
   D. Total Downpayment (A plus B plus C) $ 6500.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2D): $ 22009.00 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf:
   A. Amounts Paid to Insurance Companies (Amounts paid to Insurance Companies as per insurance disclosures below):
      1. Optional Credit Life Insurance $ N/A
      2. Optional Credit Accident and Health Insurance $ N/A
   B. Amounts Paid to Public Officials:
      1. Government License and/or Registration Fees $ 6.00
      2. Certificate of Title Fees $ 22.50
      3. Lien Recording Fees $ 5.00
      4. UCC Filing Fees $ N/A
      5. Other (Specify) $ N/A
      6. Other (Specify) PA TIRE TAX $ 1.00
   C. Seller's Documentary Fee (not a governmental fee) $ 55.00
   D. Other Charges (Describe who will receive payment and purpose)
      1. To N/A For Prior Credit or Lease Balance $ N/A

EXHIBIT

2. To N/A For N/A $ N/A

3. To N/A For N/A $ N/A

4. To N/A For N/A $ N/A

E. Total Other Charges and Amounts Paid to Others on Your Behalf (A plus B plus C plus D) $ 93.50 (4)

5. Amount Financed / Unpaid Balance (3 plus 4E) $ 22102.50 (5)

6. Finance Charge $ 7287.42 (6)

7. Time Balance $ 29389.92 (7)

8. Payment Schedule: One payment of $ 349.88 and 83 payments of $ 349.00 each, beginning 01/29/2007 and due on the dates shown in the PAYMENT SCHEDULE above.

To the extent permitted by applicable law, we may be receiving a portion of these amounts.

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth In Lending Disclosures Box shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th (1/366th in a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is $1.00 or more) after you make your last payment; we will advise you of any additional amount owed (if it is $1.00 or more). There is a possibility that a supplemental payment of interest might be due if earlier payments were received after their due date.

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

N/A
(Street and Town)

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

☐ Life (☐ Buyer ☐ Co-Buyer ☐ Both) at a premium of $ N/A for a term of N/A

Credit life insurance will pay your debt on this Contract up to $ N/A.

☐ Disability, Accident and Health (Buyer Only) at a premium of $ N/A for a term of N/A

Credit disability, accident and health insurance will pay your debt on this Contract up to $ N/A.

The name of the Insurer is N/A (Name) of (Home Office Address).

Buyer Signature Date Co-Buyer Signature Date

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

DUE TO THE PASSAGE OF THE "USA PATRIOT ACT" WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING

VERIFICATION OF CUSTOMER IDENTITY - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. In all cases, the protection of our customer's identity and confidentiality is our pledge to you.

The Annual Percentage Rate may be negotiable with the Creditor-Seller. The Creditor-Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER.
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer Signs X David L Nearhood 12/30/2006 Co-Buyer Signs

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND A COPY OF THE CITIZENS FINANCIAL GROUP, INC. PRIVACY NOTICE AT THE TIME YOU SIGN THE CONTRACT.

X David L Nearhood 12-29-06

Buyer's Signature Date (Co) Buyer's Signature Date

Creditor-Seller Signs _____ Date

By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

ORIGINAL

CC216390 (10/04)

You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or

OTHER IMPORTANT AGREEMENTS:

OWNERSHIP AND RISK OF LOSS: You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or missing. You agree not to sell, transfer, or remove the vehicle from the United States for more than 30 days without our written permission. You agree to maintain the vehicle in good condition and repair, except wear and tear caused by ordinary use. We may inspect the vehicle at any reasonable time. You will not expose the vehicle to misuse or confiscation or permit anyone to use the vehicle for any unlawful purpose. You will keep the vehicle free of any claims and seizures by any government authority. You will not rent the vehicle to others or carry passengers for hire. If we pay any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you will repay the amount when we ask for it. You will immediately notify us of any change in the address of your principal residence or the address where the vehicle is regularly located.

SECURITY INTEREST: You are giving us a security interest in: the vehicle being purchased; all proceeds of the vehicle; all accessions; and any attachments, accessories, or equipment affixed to the vehicle within ten days of this Contract. The security interest also covers: (1) insurance premiums returned to us; (2) proceeds of insurance policies on the vehicle, and (3) proceeds of any insurance policies on your life or health financed in this Contract. This security interest secures payment of all amounts you owe in this Contract and in any transfer, renewal, extension, modification, refinancing, or assignment of this Contract. It also secures your other agreements in this Contract. For purposes of this Contract, we agree to forego any security interest you may have given under another agreement which secures your obligation under this Contract. You will cause or cooperate in causing our security interest (lien) on the vehicle to be shown on the title. You will not allow any subordinate or other liens to be placed on the vehicle.

REQUIRED PHYSICAL DAMAGE INSURANCE: You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this Contract. You may obtain this insurance from any insurer you choose that is acceptable to us. You will make us loss payee and provide evidence of insurance. At any time during the term of this Contract, if you do not have physical damage insurance which covers both your and our interests in the vehicle, then we may buy it for you. If we do not buy physical damage insurance which covers both interests in the vehicle, we may, if we decide, buy insurance which covers only our interest, as permitted by applicable law.

We are under no obligation to buy any insurance, but may do so if we desire. If we buy either of these coverages, we will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a Finance Charge at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that we can use any insurance settlement either to repair the vehicle or to apply to your debt.

INSURANCE CHARGES RETURNED TO US: If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance covering only our interest in the vehicle. Any refund on optional insurance we obtain will be credited to your account or returned to you. Any insurance charges returned to us and credited to your account will be applied to as many of your installments as they will cover, beginning with the final installment.

SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT: You have the right to prepay this Contract in whole or in part at any time and you will not be charged a penalty for any such prepayment. If you are default, you may have the right to reinstate this Contract or if your property has been repossessed you may have the right under the law to receive back your property and to reinstate this Contract.

DEFAULT: You are in default if: (1) you fail to make a regularly scheduled installment payment when due; (2) any event occurs which substantially impairs the value of the vehicle; or (3) you breach any of your agreements or obligations under this Contract or if you die.

REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE: If you are in default, we can, upon written notice to you and subject to any right you may have to cure the default, demand that you pay all you owe on this Contract at once. If you fail to pay, you will be liable for interest at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law.

REPOSSESSION OF THE VEHICLE: Repossession means our taking the vehicle from you. If you are in default, we can repossess the vehicle upon written notice to you as required by law and subject to your rights to cure the default. To take the vehicle we can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal property in the vehicle, we will hold such property for the period required by law. If you fail to claim such personal property within such period, this property will be disposed of in the same manner as the vehicle. Any proceeds of such property will be applied to pay any amounts you still owe to us. Any accessories, equipment or replacement parts will remain with the vehicle.

GETTING THE VEHICLE BACK AFTER REPOSSESSION: If the vehicle has been repossessed, we may, but are not required to, allow you to reinstate this Contract and return the vehicle to you provided that you pay all past due installments, accrued late charges and agree with us on mutually satisfactory arrangements, and, if default at the time of repossession exceeded 15 days, also pay us expenses of retaking, repairing and storage authorized by law. If we do not allow you to reinstate this Contract, you may redeem the vehicle and end the Contract by payment of either of the following amounts, as applicable; (i) when default at the time of repossession was less than 15 days, the unpaid time balance plus any accrued default charges authorized by law plus any other amounts lawfully due under this Contract, excluding costs of retaking, repairing and storage; or (ii) when default at the time of repossession exceeded 15 days, the unpaid time balance, plus any accrued default charges authorized by law, plus costs of retaking, repairing, repossession and storing authorized by law, plus any other amount lawfully due under the Contract. Your right to redeem will end when the vehicle is sold.

SALE OF THE REPOSSESSED VEHICLE: We will send you a written notice of sale within the time period required by law before selling the vehicle. If you do not redeem the vehicle by the date on the notice, we can sell it at a public or private sale. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of sale will be figured this way: Any charges permitted by law for retaking, storing and repairing the vehicle, and any other charges permitted by law will be subtracted from the selling price. If you owe us more than the net proceeds of sale, you will pay us the deficiency. In any action we bring for a deficiency, you are entitled to have the reasonable value of the vehicle at the time of resale determined by the court, and if the value determined by the court is higher than the resale price, the higher value will be credited to the amounts you owe us. If you owe us less than the net proceeds of sale, we owe you the difference, unless someone else has an interest in the vehicle. For example, we may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, to the extent allowed by law you will pay us the difference between the net proceeds of sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to this Contract, until you do pay all you owe to us.

COLLECTION COSTS: If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorneys' reasonable fees and any court costs to the extent permitted by law.

LATE CHARGE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment. The late charge may be computed on the basis of a full calendar month for any fractional month period in excess of 10 days.

RETURNED CHECK FEE: To the extent permitted by law, you agree to pay those costs we actually incur and do not retain in connection with a check you give us that is returned for non-sufficient funds.

DELAY IN ENFORCING RIGHTS AND CHANGES OF THIS CONTRACT: We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, we can extend the time for making some payments without extending others. Any change in terms of this Contract must be in writing and signed by us. No oral changes are binding. If any provision of this Contract conflicts with applicable law, it will be considered modified to comply with that law and the remaining provisions shall continue.

WARRANTIES SELLER DISCLAIMS: You understand that the Seller is not offering any express warranties unless the Seller extends a written warranty. This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

RIGHT TO OFFSET: To the extent permitted by operation of law, if you are in default, we can subject to your right to cure the default, pay all or part of the amounts owed under this Contract from any deposits or funds that you have with us without telling you ahead of time.

CREDIT INFORMATION: You agree that we or our affiliate providing servicing or to whom this contract may be assigned may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application, and any update, renewal, refinancing, modification or extension of this Contract. If you ask, you will be told the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify employment, pay, assets and debts. Anyone receiving a copy of this is authorized to provide us with such information. You agree that, to the extent permitted by law and as disclosed in our privacy notice, we, our assignee, any of our affiliates, and others may exchange credit, account and financial information about you.

NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

GOVERNING LAW: This Contract is governed by the law of Pennsylvania, and is the entire agreement between you and us.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of Buyer and Co-Buyer under the above Retail Installment Contract (the "Contract"),

has been made or undertaken and whether or not suit has been brought against Buyer or Co-Buyer or any guarantor of the Contract. Undersigned shall be primarily and jointly and severally liable with Buyer and Co-Buyer for full performance of Buyer's and Co-Buyer's obligations under the Contract.

SIGNATURES. (Sign Full Name in Ink): Date:

(1) (Seal)

Witness Guarantor Address

(Seal)

Witness Guarantor Address

SELLER'S ASSIGNMENT

Seller sells and assigns to the Assignee named below all of its right, title and interest in this Retail Installment Contract ("Contract"). Seller represents, warrants and covenants to Assignee that: (a)(i) no statements made or furnished to Assignee by Buyer or any Co-Buyer (collectively "Buyer"), Seller or any other person are untrue or incomplete; (ii) Buyer has not financed the down payment of the Vehicle described in the Contract ("the Vehicle"); (iii) Buyer is a bona fide applicant having legal capacity to enter into the Contract; (iv) the signature of the Buyer on all documents is genuine; and (v) the amount stated in the Contract to be due will in fact be due and payable at the time or times provided therein free of any claims, defenses, setoffs or counterclaims; (b) Seller has verified Buyer's identification; (c) The down payment for the Vehicle is paid in full with negotiable funds; (d) Seller has sold the Vehicle and the proceeds of the Contract are to be used to pay for such Vehicle and related items; (e) Seller had indefeasible title to the Vehicle immediately prior to the purchase by Buyer, and the right and authority to sell the Vehicle to Buyer, free and clear of all liens and encumbrances; (f) Seller warrants that the Vehicle is not a grey market or altered vehicle and is not salvaged, rebuilt or reconstructed from a total loss or otherwise materially impaired and the title to the Vehicle does not reflect such and the odometer statement executed by the Seller in connection with the Vehicle does not indicate true mileage unknown; (g) Seller has the authority to assign the Contract to Assignee free and clear of all liens and encumbrances; (h) Seller will secure and perfect for Assignee a security interest in the Vehicle free and clear of all liens or encumbrances, and deliver to Assignee evidence satisfactory to Assignee of such security interest within six months of the date of the Contract; (i) The description of the Vehicle is true and complete in the Contract and the Vehicle will be or has been duly delivered to and accepted without revocation by Buyer; (j) insurance or other coverage provided or arranged by Seller does not violate any applicable law or regulation and insurance documentation and rebates of unearned premiums, if any, will be delivered to Buyer within the time required by law; (k) The Vehicle is insured by a company acceptable to Assignee against fire, theft and collision. Assignee is loss payee and written evidence of such insurance has been or will promptly be provided to Assignee; (l) All optional credit insurance sold by Seller to Buyer is for the full term of the Contract and is limited to coverage of Buyer; (m) Seller has provided Buyer with a completed Contract and any other document as required by applicable law, and the information filled in thereon by Seller is accurate; (n) Seller is licensed to the extent required by law; (o) Seller has complied with all applicable transaction reporting requirements including, without limitation, the requirement under Section 6050I of the Internal Revenue Code as may be amended from time to time to report cash receipts of more than $10,000, and its implementing regulations; (p) Seller has complied with Assignee's procedures regarding the Fair Credit Reporting Act (FCRA) and Equal Credit Opportunity Act (ECOA) including, but not limited to, the following: (i) Seller has only submitted to Assignee credit information on Buyer after Buyer's signatures were first obtained on a credit application acceptable to Assignee ("Application"); (ii) Seller has not submitted any credit information on any individual whose signature does not appear on the application; (iii) Seller has advised Buyer that his/her Application has been submitted to Assignee at Assignee's current address; and (iv) Seller has advised Buyer that credit was approved by Assignee; (q) Seller has complied with all requirements of the FCRA and ECOA and all other federal, state and local laws, rules and regulations applicable to the extension of credit and consumer protection or otherwise applicable to the sale of the Vehicle including, without limitation, the requirements to provide Buyer with a foreign translation of the Contract; (r) Seller will promptly forward to the proper authorities all federal, state and local fees and taxes due in connection with the sale of the Vehicle; (s) Seller does not charge Buyer for filing fees or other costs paid by Seller to public officials to perfect Assignee's security interest in the Vehicle, except where allowed by law, nor does Seller make any type of charge, including documentary or processing charges, which Seller does not make in any other cash transaction; (t) Assignee shall have the right, but not the obligation, to inspect Seller's books, financial documents and other business records relating to this assignment or this Contract at Seller's place of business during Seller's normal business hours; and (u) upon request by Assignee, Seller shall promptly submit to Assignee signed financial statements of Seller's business, to include balance sheets, cash flow statements, profit and loss statements and such other information required by Assignee.

Each of these warranties, representations and covenants is material to Assignee's acceptance of this Contract. If any of them is breached or is erroneous, Seller unconditionally promises to accept reassignment of this Contract, without recourse against Assignee, and to pay Assignee, upon demand (1) the unpaid balance of the Contract as determined by Assignee, (2) all losses and expenses incurred by Assignee as a result of such breach or untruth, and (3) out-of-pocket expenses paid or incurred by Assignee in connection with the collection of any amount due under the Contract, including attorneys' fees and costs of litigation, whether by or against Assignee, and expenses with respect to repossessing, storing, repairing and selling the Vehicle. In addition, Seller agrees to indemnify Assignee in the manner and to the extent specified in the preceding sentence if the Assignee suffers a loss or expense in any judicial or administrative proceeding because of any claim or defense asserted against Assignee as a result of any act or omission on the part of Seller. If this Contract is rescinded by court order, Seller shall pay Assignee the amount specified above.

Seller shall be liable even if a waiver, compromise, settlement or variation of the terms of the Contract releases the Buyer.

The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. Seller waives notice of acceptance of this guarantee and assignment and notices of non-payment and non-performance.

This assignment is without recourse against Seller except as provided above and/or in another agreement, if any, between Seller and Assignee relating to the financing of retail installment contracts.

Assigned to: Citizens Automobile Finance Corp. ("Assignee")

CCS10330 (10/04)

Citizens Automobile Finance Corp. RETAIL INSTALLMENT CONTRACT PA

Dealer Number

12/30/2006

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

666

071159999003429-001

1FTNF21506EB63026	2006	FORD		643142644O1 NE		
TK	0			3/02/07	000015	0
3/02/07	3/02/07	5,737	9,000			

DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 16858

CITIZENS AUTOMOBILE
FINANCE CORP

CITIZENS AUTOMOBILE
FINANCE CORP
P.O. BOX 255507
SACRAMENTO CA 95865

ALLEN D BIEHLER

D. APPLICATION FOR TITLE AND LIEN INFORMATION

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATERMARK

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

EXHIBIT 2

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsifications to authorities, that he/~~she~~ is MICHAEL HECHT (Name), LEGAL SPECIALIST (Title) of CITIZENS AUTOMOBILE FINANCE INC (Company), plaintiff herein, that he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing ANSWER, NEW MATTER, NEW MATTER PURSUANT TO PA.R.C.P. 2252(d) AND COUNTERCLAIM are true and correct to the best of his/her knowledge, information and belief.

Michael Hecht
(Signature)

WWR# 610364

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the within Plaintiff's Reply to Counterclaim and New Matter was served on the 20th day of December 2007 by first class, U.S. Mail, postage-prepaid, addressed as follows:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Susan E. Bardo, Esquire
Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
122 East High Street
Bellefonte, PA 16823

James C. Warmbrodt

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

JAN 08 2008

Attest. William L. Shaw
Prothonotary/
Clerk of Courts

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	:
RIDER FORD, INC., a/k/a RIDER FORD	:
and	**: CASE NO.: 2007-00908-CD**
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**: Pa.R.C.P. Rule 1017(a)(2)(3)**
Defendants	:

PLAINTIFF'S REPLY TO ANSWER, AND ANSWER TO NEW MATTER AND NEW MATTER PURSUANT TO PA.R.C.P., RULE 2252(D) AND COUNTER-REPLY TO COUNTERCLAIM

COMES NOW the Plaintiff pursuant to Pa.R.C.P., Rule 1017(a)(2)(3), with his Reply to Answer, and Answer to New Matter and New Matter Pursuant to Pa.R.C.P., Rule 2252(d) and Counter-Reply to Counterclaim, and hereby avers as follows:

PLAINTIFF'S REPLY TO ANSWER

1. Admitted. Plaintiff admits as no further reply to this paragraph is necessary.

2. Admitted. Plaintiff admits as no further reply to this paragraph is necessary.

3. Denied. After reasonable investigation, Plaintiff is without knowledge or information

EXHIBIT 3

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sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of Defendant's Answer, and same are therefore denied, and strict proof thereof is demanded at the time of jury trial.

4. Admitted. Plaintiff admits as no further reply to this paragraph is necessary.

5. Admitted. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc.

6. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'.

7. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'.

8. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'.

9. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'. **By way of further reply, Plaintiff hereby avers, that he**

actually expressed to the Defendants that he wanted the **maximum allowable GVWR** for this class of truck which would allow him to haul at least 3/4 ton to 1 ton net load capacity, and which to the Defendants' certain knowledge then as a allegedly competent professional in the financing, sale or trade of autos and trucks when the truck was sold to Plaintiff and as Plaintiff estimated later and was later confirmed by Trooper Greene, the Max GVWR would have been around 9000 to 9500 pounds. Plaintiff hereby further avers the very substance and heart and one of the causes of action of the matter of Plaintiff's Complaint is largely and directly regarding the subject matter that Plaintiff DID in fact, as supported by all the evidence, inform the Defendant or Defendant's representative there at the signing clearly and unequivocally that he wanted the Maximum GVWR put into the Contract agreement, of which Defendant Rider Ford and Mr. Thomas Dry, the self-admitted representative of the Defendant Citizen's Auto Finance Corp., then REPRESENTED and AGREED that they would, but each of the Defendants, jointly and severably, failed to follow through and do so as AGREED, and this act and/or omission of acts of a term in the integrated agreements is where the fraud and the breach of contract lie.

10. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'.

11. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that

they are 'conclusions of law'. By way of further reply, Defendant admitted and alleged in Paragraph 5 of his Answer that he and it was an authorized signer for the finance agreement as the Creditor-Seller, and as such authorized person, Defendant was thus acting as an agent of the Creditor, and furthermore , Plaintiff avers that to the contrary of the Defendant Citizen's Auto assertion that Plaintiff's statements in Paragraph 11 of his Complaint were 'conclusions of law', they were in fact statement of another cause of action against the bank and financing company, the Defendant Citizen's Auto, for its (the finance company's/the bank's) failure to act in good faith and perform its fiduciary duties to Plaintiff.

12. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'.

13. Denied. By way of further reply, Plaintiff avers in respect to Defendant's admissions on the Odometer Disclosure Statement forms, that the documents speak for themselves as to the legal requirements to fill them out and as to the blanks and omissions left in the forms in Plaintiff's **Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E** of his complaint.

14. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'. By way of further reply, Defendant did not execute the Pennsylvania Notice to Applicant Buyer Optional Products Not Required to Obtain

Financing. **By way of further Reply, Plaintiff herein further avers that consumer protection laws such as the Federal Truth-in-Lending Disclosure Act (Regulation Z) as he mentioned in his Complaint at Paragraph 14, and the Pennsylvania state** Pennsylvania Unfair Trade Practices and Consumer Protection Law, or the UTPCPL, would apply to this consumer lending retail installment contract and the Buyer's agreement of the Defendant(s) relative to required disclosures of all terms of agreement and obligation of seller/creditor to perform to all terms of agreement which would include the supplying of missing or blank sections of data or information such as the GVWR, or the contract is otherwise null and void.

15. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'. The Plaintiff herein also avers that the Defendant Citizen's Auto, by way of its avowed representative, Rider Ford, Inc., has admitted to the basic cause of action against him where he admits that no GVWR was listed in the written contract that was signed by Plaintiff and Defendant Rider Ford. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc. By way of further reply, Defendant Citizen's Auto Finance Corp. is a fiduciary that had a fiduciary duty to both the Defendant Rider Ford, Inc. and to the Plaintiff to see to it that all the terms of the contract were specifically and satisfactorily performed, but failed to do so.

16. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and

argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'.

17. Admits. Plaintiff admits that Paragraph 17 was struck from the Complaint by the Court's order dated October 19, 2007 and absent any further matters on these issues being brought up, hereby avers that no further reply from Plaintiff is required at this time.

18. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'. By way of further Reply, Plaintiff also herein avers and positively affirms that the Defendant Rider Ford, Inc. also did not register the vehicle at all for about 3 months until March 2, 2007 (See Plaintiff's Complaint, Exhibit H) into Plaintiff's name, and it is uncertain the title is even lawfully in his name to this date, which constitutes a tort or fraud on each Defendant's part by joint and fiduciary liability, and Defendants fraudulently and willingly allowed Plaintiff to Drive around illegally until Plaintiff discovered it. The Plaintiff supplied Defendant or Defendant's rep. with the registration plate from the old truck on December 30, 2006 at the contract signing, and for almost 3 months, prior to March 2, 2007, it was misrepresented to Plaintiff that the registration was now on the new truck when in fact it was still, from documents Plaintiff received, on the old truck. Plaintiff further avers that this resulted in harm and civil damages to Plaintiff and unknowingly created unnecessary risk to him, and Plaintiff further avers that this is not acceptable professional practice for any auto or truck dealership, or for any financing company for that matter, and in violation of acceptable social policy for one engaging in contractual sales, trading and financing of motor

vehicles. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc. By way of further reply, Defendant Citizen's Auto Finance Corp. is a fiduciary that had a fiduciary duty to both the Defendant Rider Ford, Inc. and to the Plaintiff to see to it that all the terms of the contract were specifically and satisfactorily performed, but failed to do so.

19. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc. By way of further reply, Defendant Citizen's Auto Finance Corp. is a fiduciary that had a fiduciary duty to both the Defendant Rider Ford, Inc. and to the Plaintiff to see to it that all the terms of the contract were specifically and satisfactorily performed, but failed to do so. By way of further reply, Plaintiff rescinded and revoked his acceptance of the integrated Buyer's Agreement and Retail Installment Contract for failure of the Defendants to perform in good faith to uphold their respective ends of the agreement.

20. Admits. Plaintiff admits that Paragraph 20 was struck from the Complaint by the Court's Order dated October 19. 2007 and absent any further matters on these issues being brought up, hereby avers that no further reply from Plaintiff is required at this time.

21. Admits. Plaintiff admits that Paragraph 21 was struck from the Complaint by the Court's Order dated October 19. 2007 and absent any further matters on these issues being

brought up, hereby avers that no further reply from Plaintiff is required at this time.

22. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'.

23. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'.

24. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'.

25. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'. By way of further reply, Plaintiff avers that these types of answers and denials of 'conclusions of law', without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Defendant to Plaintiff's allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff herein objects to Defendant's general denials without corroborating

proof and avers that the Buyer's Contract documents and the consumer finance Retail Installment Agreement documents, constitute evidentiary exhibits as attached to Plaintiff's Complaint as **Exhibit A** and **Exhibit B**, speak for themselves and the Plaintiff hereby gives judicial notice that the Court is directed to examine this evidence where it can determine that indeed there is no arbitration clause and that the contract is not subject to arbitration by an arbiter outside of this Court.

26. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'. By way of further reply, Plaintiff avers that these types of answers and denials of 'conclusions of law', without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Defendant to Plaintiff's allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff further specifically denies and avers that as to Defendant's assertion that these are 'conclusions of law' relative to what Plaintiff had in damages, Plaintiff herein avers that Defendant's answer and said claim thereof lacks credibility, but that Plaintiff in any event can, intends to and will supply this evidence and data, on damages that Plaintiff has suffered in his Complaint at pre-trial conference, at deposition and at jury trial for any reasonable jury to be able to ascertain and decide the facts of damages that Plaintiff has suffered and accrued, based upon the verified cross examined non-hearsay direct testimony of Plaintiff and the documentary evidence that Plaintiff

Plaintiff intends to submit shortly concerning the same. Plaintiff herein further avers that this evidence would be too detailed and lengthy to attach here now to this Reply and Answer to New Matter of Defendant that Plaintiff is answering to in this pleading.

27. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'. By way of further reply, Plaintiff avers that these types of answers and denials of 'conclusions of law', without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Defendant to Plaintiff's allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff further specifically denies and avers that as to Defendant's assertion that these are 'conclusions of law' relative to what Plaintiff has in causes of action against the Defendants, and, Plaintiff herein avers that Defendant's answer and said claim thereof lacks credibility, but that Plaintiff in any event can, intends to and will supply this evidence and data, on causes of action and remedies under law requested for relief, that Plaintiff has requested in his Complaint at pre-trial conference, at deposition and at jury trial for any reasonable jury to be able to ascertain and decide the facts of relief that Plaintiff is entitled to, based upon the verified cross examined non-hearsay direct testimony of Plaintiff and the documentary evidence that Plaintiff intends to submit shortly concerning the same. Plaintiff herein further avers that this evidence would be too detailed and lengthy to attach here now to this Reply in this pleading.

28. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'. By way of further reply, Plaintiff avers that these types of answers and denials of 'conclusions of law', without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as Admissions by Defendant to Plaintiff's allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff further specifically denies and avers that as to Defendant's assertion that these are 'conclusions of law' relative to what Plaintiff has in damages against the Defendants, and, Plaintiff herein avers that Defendant's answer and said claim thereof lacks credibility, but that Plaintiff in any event can, intends to and will supply this evidence and data, on damages that Plaintiff has suffered in his Complaint at pre-trial conference, at deposition and at jury trial for any reasonable jury to be able to ascertain and decide the facts of damages that Plaintiff has suffered and accrued, based upon the verified cross examined non-hearsay direct testimony of Plaintiff and the documentary evidence that Plaintiff intends to submit shortly concerning the same. Plaintiff herein further avers that this evidence would be too detailed and lengthy to attach here now to this Reply and Answer to New Matter of Defendant that Plaintiff is answering to in this pleading.

29. Denied. Plaintiff specifically denies Defendant's generic non-specific response of "conclusions of law". By way of further reply, Plaintiff was only stating his case and

argument of facts and causes of action for the jury to consider at trial, and denies that they are 'conclusions of law'. By way of further reply, Plaintiff avers that he is entitled to recover his court costs of this action from Defendants.

30. The Defendant's averments as to Paragraphs 30-62: Partly Admitted and partly Denied. Plaintiff avers and admits that he attached a memorandum of law and facts to his complaint in support thereof at Paragraphs 30-62. However, excluding the pure sections of legal memorandum, there is a large number of factual paragraphs and parts and whole sections within paragraphs that support Plaintiff"s case with statements of facts and factual issues specific to the case, and these paragraphs are but continuations of Plaintiff's argument and laying out of his case and cause of action that Plaintiff began and initiated in Paragraphs 1-29. Plaintiff herein incorporates Paragraphs 1-29 of this Reply herein as though cited in their entirety. By way of further reply, Plaintiff specifically hereby further avers and will have the Court note for the record (1). as shown in his Original Complaint at Paragraphs 6, 9, 11, 13, 26, 36, 38-39, 60, 42-60, whereat Plaintiff discussed matters in the Complaint, and which were not 'conclusions of law' as erroneously alleged by Defendant in his Answer throughout, regarding the omissions in the written terms of the contract by fraud, accident or mistake of the GVWR and the Odometer Mileage Statements where the signature was left blank, and that he justifiably relied upon Defendants' representations at time of signing of contract that the Defendants, via the integrated contract terms, would supply these missing WRITTEN terms of the agreement which was Defendants' fiduciary duty and by professional ethical and legal standards of practice for a professional auto and truck dealership such as the Defendant Rider Ford, as well as for a professional finance company or bank such as the Defendant

Citizen's Auto, and by social policy and by law, these missing terms were a required written part of the contract with Plaintiff". As shown above, **Plaintiff gives judicial notice and directs the Court's attention to Paragraph 6, 9, 11, 13 and *Paragraphs 26, 36, 38-39, 60, 42-60* of Plaintiff's Complaint, where therein the Court may clearly see that the Plaintiff discussed specific evidence and arguments of facts of the case and factual issues regarding Count 1 of the Complaint where the Plaintiff built upon his case and the COA of mistake, accident and fraud of omissions of terms of the written agreement that Plaintiff and Defendant had, and that the Court has upheld regarding breach of contract, contract fraud/misrepresentation with respect to the omissions of the GVWR as a term of the agreement from the documents and the COA referenced above in Paragraphs 9 and 11 of this Reply, of the finance company's/the bank's failure to act in good faith.** The Defendant has clearly "jumped the gun' in attempting to summarily and prematurely dismiss Paragraphs 30-62 of Plaintiff's Complaint as mere 'conclusions of law', when it has factual matter that goes right directly to the heart of the Complaint. Plaintiff furthermore, specifically denies Defendant's generic non-specific response of "conclusions of law" with respect to these applicable Paragraphs of at least ***Paragraphs 26, 36, 38-39, 60, 42-60*** in Plaintiff's Complaint that Defendant has given short shrift to as "conclusions of law" without corroborating and supporting evidence to back his assertions in this paragraph of Defendant's Answer and hereby gives judicial notice to the Court that these types of answers and denials, without specificity or controverting evidence offered, also constitute general denials, and in the laws and rules of petition and answer, these types of answers and responses, they are lawfully deemed and are to be lawfully deemed and construed as

Admissions by Defendant to Plaintiff's allegations, contentions, averments and his statements of the case or fact in the applicable paragraphs. By way of further reply, Plaintiff was only stating his case and argument of facts and causes of action and for the applicable law for the Court and the jury to consider, and denies that they are 'conclusions of law' as such.

WHEREFORE, the Plaintiff, David L. Nearhood, would move that Defendant's demand that judgment in favor of the Defendant and against Plaintiff be denied; and that this Honorable Court convene a jury of Plaintiff's peers to be convened for trial to decide on the matter to set aside the parties' written contract for sale/purchase of the 2006 Ford S-DTY F-250 truck, and for a declaratory judgment that the instruments he signed with the Defendants are null and void, releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the Defendants, and also that the Plaintiff seeks judgment against Defendants, jointly and severably, for award of damages plus reimbursement of costs and expenses together with accrued interest.

PLAINTIFF'S ANSWER TO NEW MATTER

31. Plaintiff herein incorporates Paragraphs 1-62 of this Reply herein as though cited in their entirety.

32. Denied as conclusions of law. By way of further reply, Plaintiff specifically denies that his complaint fails to state a cause of action. By way of further reply, the Complaint speaks for itself and Plaintiff refers the Court to Paragraphs 6, 9, 11, 13, 26, 36, 38-39, 60, 42-60, of the Complaint and Paragraphs 9, 11 and 13, ibid, of this Reply, whereat Plaintiff discussed matters in the Complaint related to stated causes of action against

Defendants.

33. Denied as conclusions of law. By way of further reply, Plaintiff specifically denies that his complaint is barred by the statute of limitations. By way of further reply, Plaintiff affirmatively states and declares positively that he promptly and in good faith acted to obtain resolution of his dispute via the Dealer and via the Defendant finance company's avowed representative and when he failed to obtain resolution of the problem via the Defendants, the Plaintiff promptly filed his Complaint within 6 months of the signing of the contracts on June 8, 2007 which was well within any applicable statute of limitation.

34. Denied as conclusions of law. By way of further reply, Plaintiff specifically denies that his complaint is barred by the statute of frauds. By way of further reply, Plaintiff avers that not only did he state a cause of action for fraud in the inducement of the contract via oral agreement, but also for fraud in the execution of the contract by fraud, mistake, accident in omission of the material term of the GVWR from the terms of the agreement Plaintiff and Defendant made, and that Plaintiff justifiably relied upon Defendants fraudulent misrepresentations that the omitted term of agreement would be and/or was supplied in the contract signed and the registration paperwork submitted, when in fact it was not done. Plaintiff avers that the real issue, besides Defendant's leaving blanks in the contract agreement forms on the GVWR, and his failure to supply Plaintiff with a proper 2006 owner's manual as required by law, is that Defendant willfully or otherwise failed to honor and violated and breached the terms of agreement via fraud and misrepresentation to Plaintiff of both a written agreement and an oral one to supply Plaintiff with a proper Max GVWR that he could use in his business occupation to operate the truck for hauling loads, and delayed supplying title and any legal registration for almost 3 months. Further,

it is a rebuttable presumption that Defendant's integrated contract is the complete writing, when there was evidence and circumstances, as was demonstrated by Plaintiff, to show that there was not only fraud by Defendant against Plaintiff in the inducement of the contract, but that Defendant also committed fraud in the execution of the contract, or in other words, that Defendant committed an effective breach of the written agreement against Plaintiff, via omission of a written term of the agreement, whether by fraud, accident or mistake, that is the Max. GVWR term as requested by Plaintiff and agreed to by Defendant, to be placed into the written agreement that was omitted, as well as the demonstration by Plaintiff of parol evidence of other oral agreements existing between Defendant and Plaintiff that should have been incorporated but for the fraud, omission, accident or mistake into the writing.

35. Denied as conclusions of law. By way of further reply, Plaintiff specifically denies that his Complaint is barred by the doctrine of laches. By way of further reply, Plaintiff avers that not only was there no unreasonable lapse of time in Plaintiff filing his Complaint and timely informing the Defendant via certified mail of his actions to rescind and revoke the contract with an agreement to return the vehicle provided Defendant agrees no additional charges would be due, but also the Plaintiff did not neglect to timely assert his rights to such nor fail to timely assert his causes of actions or claims against Defendant as outlined above and in the Complaint, and Plaintiff hereby declares that he acted completely in good faith in so informing Defendant of his claims and actions, and denies that he acted in any way to the detriment of another as Plaintiff clearly stated his remedy to Defendant in order for him to recover possession of the vehicle. Therefore, the Doctrine of Laches should not act and Plaintiff denies that it is applicable as a bar in court in this instant case.

36. Denied as conclusions of law. By way of further reply, Plaintiff specifically denies that his Complaint is barred by his alleged failure to mitigate damages. The Plaintiff hereby incorporates his Reply in his Response to Rider Ford's Answer to Complaint found at Paragraphs 80-88 therein, as though cited in their entirety. By way of further reply, Plaintiff specifically denies that he has "failed" as Defendant has described Plaintiff actions in his alleged failure or refusal to "mitigate damages". Plaintiff herein avers and positively affirms that Plaintiff in good faith attempted to work with Defendant Rider Ford and by extension, the Defendant Creditor Citizen's Auto by way of its agent rep. Rider Ford, for almost 3 months to alleviate problem but that Defendants failed to do so, and to the contrary, they acted in bad faith, as has been outlined and established in this pleading and in the Reply to Rider Ford's Answer, ibid. As a result, Plaintiff in his last motion, said he is ready to proceed to trial and to let a jury decide the damages rather than the self-serving pronouncements of the Defendant.

37. Denied as conclusions of law. By way of further reply, Plaintiff specifically denies that his Complaint is barred by the doctrine of estoppel. By way of further reply, Plaintiff avers that Defendant was timely informed in Plaintiff exercising his Rights in filing his complaint, the complaint was timely filed in good faith only after Plaintiff had not been able to get satisfactory resolution with Defendants, that Defendants had failed to compensate Plaintiff for his expenses and loss, that there was a breach of contract and fraud, that Plaintiff in exercising his Rights, had fairly rescinded and revoked his acceptance of the contract under the U.C.C. due to said breach and fraud, and that Plaintiff fairly and timely informed Defendant that he would return truck under fair and just terms and for fair and just damages or recompense to compensate his expenses and

losses as determined by a court of law.

WHEREFORE, the Plaintiff, David L. Nearhood, would move that Defendant's demand that judgment in favor of the Defendant and against Plaintiff be denied; and that this Honorable Court convene a jury of Plaintiff's peers to be convened for trial to decide on the matter to set aside the parties' written contract for sale/purchase of the 2006 Ford S-DTY F-250 truck, and for a declaratory judgment that the instruments he signed with the Defendants are null and void, releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the Defendants, and also that the Plaintiff seeks judgment against Defendants, jointly and severably, for award of damages plus reimbursement of costs and expenses together with accrued interest.

PLAINTIFF'S ANSWER TO NEW MATTER PURSUANT TO PA.R.C.P., RULE 2252(D)

38. Plaintiff herein incorporates Paragraphs 1-37 of this Reply herein as though cited in their entirety.

39. Denied as conclusions of law. Furthermore, Rule 2252(d) of the Pennsylvania Rules of Civil Procedure, according to the latest version of the Pa. Code on the Internet, has been rescinded as of March 2007, and Plaintiff therefore denies it is applicable to this matter. By way of further reply, Plaintiff avers that to the contrary, that Defendant Rider Ford and Defendant Citizens Auto, are, to the extent judgment is entered in favor of Plaintiff, liable jointly or severally liable over to this Plaintiff.

WHEREFORE, Plaintiff, David L. Nearhood, would move that Defendant's demand that judgment in favor of the Defendant and against Plaintiff be denied; and that this Honorable Court convene a jury of Plaintiff's peers to be convened for trial to decide on the matter to set aside the

parties' written contract for sale/purchase of the 2006 Ford S-DTY F-250 truck, and for a declaratory judgment that the instruments he signed with the Defendants are null and void, releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the Defendants, and also that the Plaintiff seeks judgment against Defendants, jointly and severably, for award of damages plus reimbursement of costs and expenses together with accrued interest.

PLAINTIFF'S COUNTER-REPLY TO COUNTERCLAIM

COUNT I - IN REPLEVIN

CITIZENS AUTOMOBILE FINANCE, INC. V. DAVID L. NEARHOOD

40. Plaintiff herein incorporates Paragraphs 1-39 of this Reply herein, as though cited in their entirety.

41. Admitted. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc.

42. Denied. Plaintiff specifically denies as he lacks knowledge or information sufficient to form a belief as to the truth or veracity of the Defendant's allegations therein, and strict proof is thereof demanded at the time of trial. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc.

43. Denied. Plaintiff specifically denies as he lacks knowledge or information sufficient to form a belief as to the truth or veracity of the Defendant's allegations therein, and strict proof is thereof demanded at the time of trial. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto

Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc.

44. Admitted. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc.

45. Denied. Plaintiff specifically denies as he lacks knowledge or information sufficient to form a belief as to the truth or veracity of the Defendant's allegations therein, and strict proof is thereof demanded at the time of trial. Plaintiff further avers that due to the Defendants' breach of contract and fraud, and their intransigence in failure to provide a title and registration for almost 3 months, it is unclear to Plaintiff as to what the title status or lien holder status is as to the title. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc.

46. Denied. Plaintiff specifically denies he is in default of the terms and conditions of the Contract. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc. Furthermore, since the Retail Installment Contract was not executed by Defendant nor by its agent and rep, the co-Defendant Rider Ford, Inc., the Contract is null and void ab-initio. Furthermore the contract is null and void ab-initio since the Defendant's committed a breach of the contract terms and fraud at the initial outset of the contract in their failure to supply the Plaintiff with a usable GVWR for the truck as agreed, and since the Plaintiff timely exercised his Rights under the U.C.C. to rescind and revoke his acceptance of the contract due to the said breach and fraud of the Defendants.

47. Denied as stated. Plaintiff specifically denies that Defendant is entitled to an immediate possession of the vehicle until a judgment or fair and equitable settlement on Plaintiff's claim against Defendant can be reached and until the Defendant drops his claim for repossession charges against Plaintiff due to a null and void contract, and since the Plaintiff timely exercised his Rights under the U.C.C. to rescind and revoke his acceptance of the contract due to the said breach and fraud of the Defendants. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc.

48. Denied. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc. Furthermore, since the Retail Installment Contract was not executed by Defendant nor by its agent and rep, the co-Defendant Rider Ford, Inc., the Contract is null and void ab-initio. Furthermore the contract is null and void ab-initio since the Defendant's committed a breach of the contract terms and fraud at the initial outset of the contract in their failure to supply the Plaintiff with a usable GVWR for the truck as agreed, and since the Plaintiff timely exercised his Rights under the U.C.C. to rescind and revoke his acceptance of the contract due to the said breach and fraud of the Defendants.

49. Admitted. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc.

50. Denied. Plaintiff specifically denies that Defendant has performed all conditions

precedent as holder of all right, title and interest in the collateral, and Plaintiff further denies that he wrongfully remains in possession of the vehicle pending a just settlement with Defendant on fair and just terms as stated above to recompense Plaintiff for his losses by the Defendants' acts and omissions and since Defendant Citizen's Auto is a fiduciary holder in due course jointly or severably liable to Plaintiff. Plaintiff denies that he is liable to Defendant for any sums of money. Plaintiff is merely rightfully holding the vehicle in storage as a surety in trust with vehicle insurance being maintained by Plaintiff until Defendant Citizen's Auto settles with Plaintiff. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc. Furthermore the contract is null and void ab-initio since the Defendant's committed a breach of the contract terms and fraud at the initial outset of the contract in their failure to supply the Plaintiff with a usable GVWR for the truck as agreed, and since the Plaintiff timely exercised his Rights under the U.C.C. to rescind and revoke his acceptance of the contract due to the said breach and fraud of the Defendants.

WHEREFORE, the Plaintiff, David L. Nearhood, hereby requests this Honorable Court to deny Defendant Citizen's Auto prayer to the Court for "*judgment in its favor and against the Plaintiff, David L. Nearhood, in Count 1 for possession of the vehicle, more particularly identified as a 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026*", and for the Court instead to Order for Plaintiff a jury of his peers to be convened for trial to decide on the matter to set aside the parties' written contract for sale/purchase of the 2006 Ford S-DTY F-250 truck, and for a declaratory judgment that the

instruments he signed with the Defendants are null and void, releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the Defendants.

PLAINTIFF'S COUNTER-REPLY TO COUNTERCLAIM

COUNT II - IN CONTRACT FOR IN PERSONAM DAMAGES

CITIZENS AUTOMOBILE FINANCE, INC. V. DAVID L. NEARHOOD

51. Plaintiff herein incorporates Paragraphs 1-50 of this Reply herein, as though cited in their entirety.

52. Denied. Plaintiff specifically denies that he has defaulted under the Retail Installment Contract. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc. By way of further reply, Plaintiff avers that, furthermore, since the Retail Installment Contract was not executed by Defendant nor by its agent and rep, the co-Defendant Rider Ford, Inc., the Contract is null and void ab-initio. Furthermore the contract is null and void ab-initio since the Defendant's committed a breach of the contract terms and fraud at the initial outset of the contract in their failure to supply the Plaintiff with a usable GVWR for the truck as agreed, and since the Plaintiff timely exercised his Rights under the U.C.C. to rescind and revoke his acceptance of the contract due to the said breach and fraud of the Defendants.

53. Denied as stated. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc. Plaintiff therefore denies that he is liable for any attorney's fees nor for any costs of retaking possession of the vehicle, nor any other costs

whatsoever. By way of further reply, Plaintiff avers that, furthermore, since the Retail Installment Contract was not executed by Defendant nor by its agent and rep, the co-Defendant Rider Ford, Inc., the Contract is null and void ab-initio. Furthermore the contract is null and void ab-initio since the Defendant's committed a breach of the contract terms and fraud at the initial outset of the contract in their failure to supply the Plaintiff with a usable GVWR for the truck as agreed, and since the Plaintiff timely exercised his Rights under the U.C.C. to rescind and revoke his acceptance of the contract due to the said breach and fraud of the Defendants.

54. Denied. By way of further reply, the Retail Installment Contract/Finance Agreement was not executed by Defendant Citizen's Auto Finance Corp. nor by its agent and co-Defendant Rider Ford, Inc. By way of further reply, Plaintiff avers that, furthermore, since the Retail Installment Contract was not executed by Defendant nor by its agent and rep, the co-Defendant Rider Ford, Inc., the Contract is null and void ab-initio. Furthermore the contract is null and void ab-initio since the Defendant's committed a breach of the contract terms and fraud at the initial outset of the contract in their failure to supply the Plaintiff with a usable GVWR for the truck as agreed, and since the Plaintiff timely exercised his Rights under the U.C.C. to rescind and revoke his acceptance of the contract due to the said breach and fraud of the Defendants. Furthermore, Plaintiff specifically denies the Defendant's allegation that such attorney's fees amount to $1500.00 to date, as he lacks knowledge or information sufficient to form a belief as to the truth or veracity of the Defendant's allegations therein, and strict proof is thereof demanded at the time of trial. Irregardless, in any event, Plaintiff specifically denies that he is liable for any attorney's fees.

WHEREFORE, the Plaintiff, David L. Nearhood, hereby requests this Honorable Court to deny Defendant Citizen's Auto prayer to the Court for "*judgment in its favor and against the Plaintiff, David L. Nearhood, in Count II in the amount of $22,922.21, plus additional finance charges at the rate of 8.49% per annum from May 31, 2007, plus reimbursement of the expenses for retaking possession of the collateral, plus attorneys' fees of $1500.00 plus costs*", and for the Court instead to Order for Plaintiff a jury of his peers to be convened for trial to decide on the matter to set aside the parties' written contract for sale/purchase of the 2006 Ford S-DTY F-250 truck, and for a declaratory judgment that the instruments he signed with the Defendants are null and void, releasing him from any liability on the truck sales Contract and the Finance Agreement he signed with the Defendants, by returning the truck to the Defendants, and for a jury trial to decide on the matter that the Plaintiff seeks judgment against Defendants, jointly and severably, for award of damages plus reimbursement of costs and expenses together with accrued interest.

Respectfully submitted,

Dated: Jan. 8, 2008 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing PLAINTIFF'S REPLY TO ANSWER, AND ANSWER TO NEW MATTER AND NEW MATTER PURSUANT TO PA.R.C.P., RULE 2252(D) AND COUNTER-REPLY TO COUNTERCLAIM are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Jan. 8, 2008 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	:
	:
RIDER FORD, INC., a/k/a RIDER FORD	:
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	:
	: Pa.R.C.P. Rule 1017(a)(2)(3)
	:
Defendants	:

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Jan. 8, 2008, a copy of the attached PLAINTIFF'S REPLY TO ANSWER, AND ANSWER TO NEW MATTER AND NEW MATTER PURSUANT TO PA.R.C.P., RULE 2252(D) AND COUNTER-REPLY TO COUNTERCLAIM by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Jan. 8, 2008 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

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

DAVID L NEARHOOD,

Plaintiff,

v.

CASE NO: 2007-00908-CD

RIDER FORD, INC and
CITIZENS AUTO FINANCE CORP,

Defendants.

DEFENDANT'S REQUEST FOR ADMISSIONS

Plaintiff demands that defendant answers and respond to the following Request for Admissions pursuant to Pa. Rules of Civil Procedure 4014.

You are requested to admit the truth of each of the statements of fact hereinafter stated. You are instructed that:

1. These requests are made under Pennsylvania Rules of Civil Procedure 4001, et seq., and each of these matters of which an admission is requested shall be deemed admitted unless your sworn statement in compliance with such Rules is timely made.

2. If you do not admit each of such statements, you must specifically deny each one not admitted or set forth in detail the reasons why you cannot truthfully either admit or deny each such matter.

3. Your answer, signed and properly verified, must be delivered to the undersigned attorney of record for the Plaintiff within thirty (30) days after delivery hereof.

4. If you fail or refuse to admit the truth of any such statement of fact and the Plaintiff thereafter proves the truth thereof, you may be required to pay the reasonable expenses incurred in making such proof, including attorneys' fees, witness expenses, etc.

5. If, in response to any of the following statements of fact, it is your position that the statement is true in part or as to some items, but not true in full or as to all items, then answer separately as to each part or item.

6. If you have been sued in more than one capacity or if your answers would be different if answered in any different capacity, such as partner, agent, corporate officer or director or the like, then you are requested to answer separately in each such capacity. Failure to do so constitutes an admission in any such capacity.

EXHIBIT
4

WWR# 5468251

7. In these Requests for Admissions:

A. The word "person(s)" means all entities, and, without limiting the generality of the foregoing, includes natural persons, joint owners, associations, companies, partnerships, joint ventures, trusts, and estates;

B. The word "document(s)" means all written, printed, recorded, graphic, or photographic matter, or, sound reproductions, however produced or reproduced, pertaining to any manner to the subject matter indicated;

C. The words "identity", "identify", "identification", when used with respect to a person(s) means to state the full name and present or last known address and business address of such person(s) and, if an actual person, his present or last known job title, and the name and address of his present or last known employers;

D. The words "identity", "identify" "identification", when used with respect to a date, subject matter, name(s) or person(s) that wrote, signed initialed, dictated or otherwise participated in the creation of the same, the name(s) of the addressee or addressees if any and the name(s) and address(es) of each person who have possession, custody, and control of said document(s). If any such document was, but is no longer in your possession, custody, or control, or in existence, state the date and manner of its disposition; and

E. The word "identify", when used with respect to an act (including an alleged offense), occurrence, statement, or conduct (hereinafter collectively called "act"), means to (1) describe the substance of the event or events constituting such an act, and to state the date when such act occurred; (2) identify each and every person(s) participating in such an act; (3) identify all other person(s) (if any) present when such act occurred; (4) state whether any minutes, notes, memoranda, or other record of such act was made; (5) state whether such record now exists; and (6) identify the person(s) presently having possession, custody or control of such record.

8. Unless otherwise indicated, all Requests herein relate to those certain events, persons, and period of time more fully described in the pleading in this case.

9. These requests are of a continuous nature.

REQUEST FOR ADMISSION NO. 1:
Attached hereto as Exhibit "1" is a true and correct copy of the Retail Installment Sale Contract signed by the Plaintiff on or about December 30, 2006.

Admitted_____

Denied_____

If the answer to Request for Admissions No. 1 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 2:
Plaintiff took possession of the 2006 Ford Truck F-250 Serial no. 1FTNF21506EB63026, on or about December 30, 2006.

Admitted_____

Denied_____

If the answer to Request for Admissions No. 2 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 3:
Pursuant to the terms of the Retail Installment Sale Contract, Plaintiff agreed to pay to Defendant 84 monthly payments of $349.88 each, which payments were to begin January 29, 2007.

Admitted_____

Denied_____

If the answer to Request for Admissions No. 3 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 4:
Plaintiff failed to make all of the payments required under the Retail Installment Sale Contract.

Admitted_____

Denied_____

If the answer to Request for Admissions No. 4 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 12:
The balance owed pursuant to the Retail Installment Sale Contract as of April 3, 2008 was $22102.50

Admitted_____

Denied_____

If the answer to the Request for Admissions No. 12 is "denied", then supply specific written documentation supporting the denial.

Respectfully submitted,

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-79555
WWR#6101364

VERIFICATION

I, _____, (please print) under penalty of perjury and subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities verify that the foregoing Responses are true and correct to the best of my knowledge, information and belief.

_____ _____

Date Signature

CERTIFICATE OF SERVICE

I, James C. Warmbrodt, hereby certify that a true and correct copy of the Request for Admissions was served on Plaintiff by regular U. S. Mail, postage prepaid, this 10th day of April, 2008, addressed as follows:

DAVID L NEARHOOF
1223 OAK GROVE RD
MORRISDALE PA 16858

James C. Warmbrodt, Esquire

WWR# 5468251

Citizens Automobile Finance Corp.

Hsv 10/04

RETAIL INSTALLMENT CONTRACT

PA

Dealer Number _____ 12/30/2006

Buyer: DAVID L NEARHOOD 1223 OAK GROVE ROAD MORRISDALE PA 16858
(Print Full Name and Address of Principal Residence)

Co-Buyer: _____
(Print Full Name and Address of Principal Residence)

Creditor-Seller: RIDER FORD 1001 WALTON ST PHILIPSBURG PA 16866
(Print Full Name and Address)

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee ("Assignee").

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW	2006	FORD TRUCK S-DTY F-250	REG CAB	1FTNF21506EB63026	

If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for ☐ personal, family or household, or ☐ business purposes

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 6500.00
8.4%	$ 7287.42	$ 22102.50	$ 29389.92	$ 35889.92

PAYMENT SCHEDULE: Your payment schedule will be 84 monthly payments of $ 349.88 each, due on the same day of each month starting on 01/29/2007.

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased.

LATE FEE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price of Vehicle (including any accessories, installation, services, repairs, taxes and other permitted costs):		$ 28509.00 (1)
2. Downpayment:		
A. Trade-in. Your Trade-in is a _____ Year Make Model VIN		
Gross Allowance $ N/A less Amount Owing $ N/A equals Net Trade-in $ N/A		
(If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-in and enter excess as Prior Credit or Lease Balance in Item 4D)		
B. Cash Downpayment	$ 2000.00	
C. Manufacturer's Rebate Applied to Downpayment	$ 4500.00	
D. Total Downpayment (A plus B plus C)		$ 6500.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2D):		$ 22009.00 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf:		
A. Amounts Paid to Insurance Companies (Amounts paid to Insurance Companies as per insurance disclosures below)*:		
1. Optional Credit Life Insurance	$ N/A	
2. Optional Credit Accident and Health Insurance	$ N/A	
B. Amounts Paid to Public Officials:		
1. Government License and/or Registration Fees	$ 6.00	
2. Certificate of Title Fees	$ 22.50	
3. Lien Recording Fees	$ 5.00	
4. UCC Filing Fees	$ N/A	
5. Other (Specify)	$ N/A	
6. Other (Specify) PA TIRE TAX	$ 5.00	
C. Seller's Documentary Fee (not a governmental fee)	$ 55.00	
D. Other Charges (Describe who will receive payment and purpose)		
1. To N/A For Prior Credit or Lease Balance	$ N/A	

2. To N/A For N/A $ N/A

3. To N/A For N/A $ N/A

4. To N/A For N/A $ N/A

E. Total Other Charges and Amounts Paid to Others on Your Behalf (A plus B plus C plus D) $ 93.50 (4)

5. Amount Financed / Unpaid Balance (3 plus 4E): $ 22102.50 (5)

6. Finance Charge $ 7287.42 (6)

7. Time Balance $ 29389.92 (7)

8. Payment Schedule: One payment of $ 349.88 and 83 payments of $ 349.88 each, beginning 01/29/2007 and due on the dates shown in the PAYMENT SCHEDULE above.

*To the extent permitted by applicable law, we may be receiving a portion of these amounts.

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth In Lending Disclosures Box shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th (1/365th in a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is $1.00 or more) after you make your last payment; we will advise you of any additional amount owed (if it is $1.00 or more). There is a possibility that a supplemental payment of interest might be due if earlier payments were received after their due date.

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

N/A
(Street and Town)

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the Insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

☐ Life (☐ Buyer ☐ Co-Buyer ☐ Both) at a premium of $ N/A for a term of N/A.

Credit life insurance will pay your debt on this Contract up to $ N/A.

☐ Disability, Accident and Health (Buyer Only) at a premium of $ N/A for a term of N/A.

Credit disability, accident and health insurance will pay your debt on this Contract up to $ N/A.

The name of the insurer is N/A (Name) of (Home Office Address)

Buyer Signature Date Co-Buyer Signature Date

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

DUE TO THE PASSAGE OF THE "USA PATRIOT ACT" WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING

VERIFICATION OF CUSTOMER IDENTITY - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. In all cases, the protection of our customer's identity and confidentiality is our pledge to you

The Annual Percentage Rate may be negotiable with the Creditor-Seller. The Creditor-Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER.
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer Signs x David L. Nearhood 12/30/2006 Co-Buyer Signs

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND A COPY OF THE CITIZENS FINANCIAL GROUP, INC. PRIVACY NOTICE AT THE TIME YOU SIGN THE CONTRACT.

➡ x David L. Nearhood 12-29-06 ➡

Buyer's Signature Date (Co) Buyer's Signature Date

Creditor-Seller Signs _____ Date

By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

ORIGINAL

CC210309 (10/04)

You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or

OTHER IMPORTANT AGREEMENTS:

OWNERSHIP AND RISK OF LOSS: You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or missing. You agree not to sell, transfer, or remove the vehicle from the United States for more than 30 days without our written permission. You agree to maintain the vehicle in good condition and repair, except wear and tear caused by ordinary use. We may inspect the vehicle at any reasonable time. You will not expose the vehicle to misuse or confiscation or permit anyone to use the vehicle for any unlawful purpose. You will keep the vehicle free of any claims and seizures by any government authority. You will not rent the vehicle to others or carry passengers for hire. If we pay any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you will repay the amount when we ask for it. You will immediately notify us of any change in the address of your principal residence or the address where the vehicle is regularly located.

SECURITY INTEREST: You are giving us a security interest in: the vehicle being purchased; all proceeds of the vehicle; all accessions; and any attachments, accessories, or equipment affixed to the vehicle within ten days of this Contract. The security interest also covers: (1) insurance premiums returned to us; (2) proceeds of insurance policies on the vehicle, and (3) proceeds of any insurance policies on your life or health financed in this Contract. This security interest secures payment of all amounts you owe in this Contract and in any transfer, renewal, extension, modification, refinancing, or assignment of this Contract. It also secures your other agreements in this Contract. For purposes of this Contract, we agree to forego any security interest you may have given under another agreement which secures your obligation under this Contract. You will cause or cooperate in causing our security interest (lien) on the vehicle to be shown on the title. You will not allow any subordinate or other liens to be placed on the vehicle.

REQUIRED PHYSICAL DAMAGE INSURANCE: You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this Contract. You may obtain this insurance from any insurer you choose that is acceptable to us. You will make us loss payee and provide evidence of insurance. At any time during the term of this Contract, if you do not have physical damage insurance which covers both your and our interests in the vehicle, then we may buy it for you. If we do not buy physical damage insurance which covers both interests in the vehicle, we may, if we decide, buy insurance which covers only our interest, as permitted by applicable law.

We are under no obligation to buy any insurance, but may do so if we desire. If we buy either of these coverages, we will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a Finance Charge at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that we can use any insurance settlement either to repair the vehicle or to apply to your debt.

INSURANCE CHARGES RETURNED TO US: If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance covering only our interest in the vehicle. Any refund on optional insurance we obtain will be credited to your account or returned to you. Any insurance charges returned to us and credited to your account will be applied to as many of your installments as they will cover, beginning with the final installment.

SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT: You have the right to prepay this Contract in whole or in part at any time and you will not be charged a penalty for any such prepayment. If you are default, you may have the right to reinstate this Contract or if your property has been repossessed you may have the right under the law to receive back your property and to reinstate this Contract.

DEFAULT: You are in default if: (1) you fail to make a regularly scheduled installment payment when due; (2) any event occurs which substantially impairs the value of the vehicle; or (3) you breach any of your agreements or obligations under this Contract or if you die.

REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE: If you are in default, we can, upon written notice to you and subject to any right you may have to cure the default, demand that you pay all you owe on this Contract at once. If you fail to pay, you will be liable for interest at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law.

REPOSSESSION OF THE VEHICLE: Repossession means our taking the vehicle from you. If you are in default, we can repossess the vehicle upon written notice to you as required by law and subject to your rights to cure the default. To take the vehicle we can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal property in the vehicle, we will hold such property for the period required by law. If you fail to claim such personal property within such period, this property will be disposed of in the same manner as the vehicle. Any proceeds of such property will be applied to pay any amounts you still owe to us. Any accessories, equipment or replacement parts will remain with the vehicle.

GETTING THE VEHICLE BACK AFTER REPOSSESSION: If the vehicle has been repossessed, we may, but are not required to, allow you to reinstate this Contract and return the vehicle to you provided that you pay all past due installments, accrued late charges and agree with us on mutually satisfactory arrangements, and, if default at the time of repossession exceeded 15 days, also pay us expenses of retaking, repairing and storage authorized by law. If we do not allow you to reinstate this Contract, you may redeem the vehicle and end the Contract by payment of either of the following amounts, as applicable; (i) when default at the time of repossession was less than 15 days, the unpaid time balance plus any accrued default charges authorized by law plus any other amounts lawfully due under this Contract, excluding costs of retaking, repairing and storage; or (ii) when default at the time of repossession exceeded 15 days, the unpaid time balance, plus any accrued default charges authorized by law, plus costs of retaking, repairing, repossession and storing authorized by law, plus any other amount lawfully due under the Contract. Your right to redeem will end when the vehicle is sold.

SALE OF THE REPOSSESSED VEHICLE: We will send you a written notice of sale within the time period required by law before selling the vehicle. If you do not redeem the vehicle by the date on the notice, we can sell it at a public or private sale. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of sale will be figured this way: Any charges permitted by law for retaking, storing and repairing the vehicle, and any other charges permitted by law will be subtracted from the selling price. If you owe us more than the net proceeds of sale, you will pay us the deficiency. In any action we bring for a deficiency, you are entitled to have the reasonable value of the vehicle at the time of resale determined by the court, and if the value determined by the court is higher than the resale price, the higher value will be credited to the amounts you owe us. If you owe us less than the net proceeds of sale, we owe you the difference, unless someone else has an interest in the vehicle. For example, we may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, to the extent allowed by law you will pay us the difference between the net proceeds of sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to this Contract, until you do pay all you owe to us.

COLLECTION COSTS: If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorneys' reasonable fees and any court costs to the extent permitted by law.

LATE CHARGE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment. The late charge may be computed on the basis of a full calendar month for any fractional month period in excess of 10 days.

RETURNED CHECK FEE: To the extent permitted by law, you agree to pay those costs we actually incur and do not retain in connection with a check you give us that is returned for non-sufficient funds.

DELAY IN ENFORCING RIGHTS AND CHANGES OF THIS CONTRACT: We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, we can extend the time for making some payments without extending others. Any change in terms of this Contract must be in writing and signed by us. No oral changes are binding. If any provision of this Contract conflicts with applicable law, it will be considered modified to comply with that law and the remaining provisions shall continue.

WARRANTIES SELLER DISCLAIMS: You understand that the Seller is not offering any express warranties unless the Seller extends a written warranty. This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

RIGHT TO OFFSET: To the extent permitted by operation of law, if you are in default, we can subject to your right to cure the default, pay all or part of the amounts owed under this Contract from any deposits or funds that you have with us without telling you ahead of time.

CREDIT INFORMATION: You agree that we or our affiliate providing servicing or to whom this contract may be assigned may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application, and any update, renewal, refinancing, modification or extension of this Contract. If you ask, you will be told the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify employment, pay, assets and debts. Anyone receiving a copy of this is authorized to provide us with such information. You agree that, to the extent permitted by law and as disclosed in our privacy notice, we, our assignee, any of our affiliates, and others may exchange credit, account and financial information about you.

NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

GOVERNING LAW: This Contract is governed by the law of Pennsylvania, and is the entire agreement between you and us.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of Buyer and Co-Buyer under the above Retail Installment Contract (the Contract), all extensions of the Contract and

has been made or undertaken and whether or not suit has been brought against Buyer or Co-Buyer or any guarantor of the Contract. Undersigned shall be primarily and jointly and severally liable with Buyer and Co-Buyer for full performance of Buyer's and Co-Buyer's obligations under the Contract.

SIGNATURES. (Sign Full Name in Ink): Date:

(Seal)

Witness Guarantor Address

(Seal)

Witness Guarantor Address

SELLER'S ASSIGNMENT

Seller sells and assigns to the Assignee named below all of its right, title and interest in this Retail Installment Contract ("Contract"). Seller represents, warrants and covenants to Assignee that: (a)(i) no statements made or furnished to Assignee by Buyer or any Co-Buyer (collectively "Buyer"), Seller or any other person are untrue or incomplete; (ii) Buyer has not financed the down payment of the Vehicle described in the Contract ("the Vehicle"); (iii) Buyer is a bona fide applicant having legal capacity to enter into the Contract; (iv) the signature of the Buyer on all documents is genuine; and (v) the amount stated in the Contract to be due will in fact be due and payable at the time or times provided therein free of any claims, defenses, setoffs or counterclaims; (b) Seller has verified Buyer's identification; (c) The down payment for the Vehicle is paid in full with negotiable funds; (d) Seller has sold the Vehicle and the proceeds of the Contract are to be used to pay for such Vehicle and related items; (e) Seller had indefeasible title to the Vehicle immediately prior to the purchase by Buyer, and the right and authority to sell the Vehicle to Buyer, free and clear of all liens and encumbrances; (f) Seller warrants that the Vehicle is not a grey market or altered vehicle and is not salvaged, rebuilt or reconstructed from a total loss or otherwise materially impaired and the title to the Vehicle does not reflect such and the odometer statement executed by the Seller in connection with the Vehicle does not indicate true mileage unknown; (g) Seller has the authority to assign the Contract to Assignee free and clear of all liens and encumbrances; (h) Seller will secure and perfect for Assignee a security interest in the Vehicle free and clear of all liens or encumbrances, and deliver to Assignee evidence satisfactory to Assignee of such security interest within six months of the date of the Contract; (i) The description of the Vehicle is true and complete in the Contract and the Vehicle will be or has been duly delivered to and accepted without revocation by Buyer; (j) insurance or other coverage provided or arranged by Seller does not violate any applicable law or regulation and insurance documentation and rebates of unearned premiums, if any, will be delivered to Buyer within the time required by law; (k) The Vehicle is insured by a company acceptable to Assignee against fire, theft and collision. Assignee is loss payee and written evidence of such insurance has been or will promptly be provided to Assignee; (l) All optional credit insurance sold by Seller to Buyer is for the full term of the Contract and is limited to coverage of Buyer; (m) Seller has provided Buyer with a completed Contract and any other document as required by applicable law, and the information filled in thereon by Seller is accurate; (n) Seller is licensed to the extent required by law; (o) Seller has complied with all applicable transaction reporting requirements including, without limitation, the requirement under Section 6050I of the Internal Revenue Code as may be amended from time to time to report cash receipts of more than $10,000, and its implementing regulations; (p) Seller has complied with Assignee's procedures regarding the Fair Credit Reporting Act (FCRA) and Equal Credit Opportunity Act (ECOA) including, but not limited to, the following: (i) Seller has only submitted to Assignee credit information on Buyer after Buyer's signatures were first obtained on a credit application acceptable to Assignee ("Application"); (ii) Seller has not submitted any credit information on any individual whose signature does not appear on the application; (iii) Seller has advised Buyer that his/her Application has been submitted to Assignee at Assignee's current address; and (iv) Seller has advised Buyer that credit was approved by Assignee; (q) Seller has complied with all requirements of the FCRA and ECOA and all other federal, state and local laws, rules and regulations applicable to the extension of credit and consumer protection or otherwise applicable to the sale of the Vehicle including, without limitation, the requirements to provide Buyer with a foreign translation of the Contract; (r) Seller will promptly forward to the proper authorities all federal, state and local fees and taxes due in connection with the sale of the Vehicle; (s) Seller does not charge Buyer for filing fees or other costs paid by Seller to public officials to perfect Assignee's security interest in the Vehicle, except where allowed by law, nor does Seller make any type of charge, including documentary or processing charges, which Seller does not make in any other cash transaction; (t) Assignee shall have the right, but not the obligation, to inspect Seller's books, financial documents and other business records relating to this assignment or this Contract at Seller's place of business during Seller's normal business hours; and (u) upon request by Assignee, Seller shall promptly submit to Assignee signed financial statements of Seller's business, to include balance sheets, cash flow statements, profit and loss statements and such other information required by Assignee.

Each of these warranties, representations and covenants is material to Assignee's acceptance of this Contract. If any of them is breached or is erroneous, Seller unconditionally promises to accept reassignment of this Contract, without recourse against Assignee, and to pay Assignee, upon demand (1) the unpaid balance of the Contract as determined by Assignee, (2) all losses and expenses incurred by Assignee as a result of such breach or untruth, and (3) out-of-pocket expenses paid or incurred by Assignee in connection with the collection of any amount due under the Contract, including attorneys' fees and costs of litigation, whether by or against Assignee, and expenses with respect to repossessing, storing, repairing and selling the Vehicle. In addition, Seller agrees to indemnify Assignee in the manner and to the extent specified in the preceding sentence if the Assignee suffers a loss or expense in any judicial or administrative proceeding because of any claim or defense asserted against Assignee as a result of any act or omission on the part of Seller. If this Contract is rescinded by court order, Seller shall pay Assignee the amount specified above.

Seller shall be liable even if a waiver, compromise, settlement or variation of the terms of the Contract releases the Buyer.

The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. Seller waives notice of acceptance of this guarantee and assignment and notices of non-payment and non-performance.

This assignment is without recourse against Seller except as provided above and/or in another agreement, if any, between Seller and Assignee relating to the financing of retail installment contracts.

Assigned to: Citizens Automobile Finance Corp. ("Assignee")

CC21020U (10/04)

Citizens Automobile Finance Corp. RETAIL INSTALLMENT CONTRACT PA

Dealer Number 12/30/2006

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

DAVID L NEARHOOD,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CASE NO: 2007-00908-CD
	)	
	)	
RIDER FORD, INC and CITIZENS AUTO FINANCE CORP,	)	
	)	
Defendants.	)	

DEFENDANT'S REQUEST FOR ADMISSIONS

Plaintiff demands that defendant answers and respond to the following Request for Admissions pursuant to Pa. Rules of Civil Procedure 4014.

You are requested to admit the truth of each of the statements of fact hereinafter stated. You are instructed that:

1. These requests are made under Pennsylvania Rules of Civil Procedure 4001, et seq., and each of these matters of which an admission is requested shall be deemed admitted unless your sworn statement in compliance with such Rules is timely made.

2. If you do not admit each of such statements, you must specifically deny each one not admitted or set forth in detail the reasons why you cannot truthfully either admit or deny each such matter.

3. Your answer, signed and properly verified, must be delivered to the undersigned attorney of record for the Plaintiff within thirty (30) days after delivery hereof.

4. If you fail or refuse to admit the truth of any such statement of fact and the Plaintiff thereafter proves the truth thereof, you may be required to pay the reasonable expenses incurred in making such proof, including attorneys' fees, witness expenses, etc.

5. If, in response to any of the following statements of fact, it is your position that the statement is true in part or as to some items, but not true in full or as to all items, then answer separately as to each part or item.

6. If you have been sued in more than one capacity or if your answers would be different if answered in any different capacity, such as partner, agent, corporate officer or director or the like, then you are requested to answer separately in each such capacity. Failure to do so constitutes an admission in any such capacity.

EXHIBIT 5

WWR#5468251

01013G4

7. In these Requests for Admissions:

A. The word "person(s)" means all entities, and, without limiting the generality of the foregoing, includes natural persons, joint owners, associations, companies, partnerships, joint ventures, trusts, and estates;

B. The word "document(s)" means all written, printed, recorded, graphic, or photographic matter, or, sound reproductions, however produced or reproduced, pertaining to any manner to the subject matter indicated;

C. The words "identity", "identify", "identification", when used with respect to a person(s) means to state the full name and present or last known address and business address of such person(s) and, if an actual person, his present or last known job title, and the name and address of his present or last known employers;

D. The words "identity", "identify" "identification", when used with respect to a date, subject matter, name(s) or person(s) that wrote, signed initialed, dictated or otherwise participated in the creation of the same, the name(s) of the addressee or addressees if any and the name(s) and address(es) of each person who have possession, custody, and control of said document(s). If any such document was, but is no longer in your possession, custody, or control, or in existence, state the date and manner of its disposition; and

E. The word "identify", when used with respect to an act (including an alleged offense), occurrence, statement, or conduct (hereinafter collectively called "act"), means to (1) describe the substance of the event or events constituting such an act, and to state the date when such act occurred; (2) identify each and every person(s) participating in such an act; (3) identify all other person(s) (if any) present when such act occurred; (4) state whether any minutes, notes, memoranda, or other record of such act was made; (5) state whether such record now exists; and (6) identify the person(s) presently having possession, custody or control of such record.

8. Unless otherwise indicated, all Requests herein relate to those certain events, persons, and period of time more fully described in the pleading in this case.

9. These requests are of a continuous nature.

REQUEST FOR ADMISSION NO. 1:
Attached hereto as Exhibit "1" is a true and correct copy of the Retail Installment Sale Contract signed by the Plaintiff on or about December 30, 2006.

Admitted ___X___ (Admitted with stipulations), See "SUPPLIED SPECIFICS" attached.

Denied _____

If the answer to Request for Admissions No. 1 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 2:
Plaintiff took possession of the 2006 Ford Truck F-250 Serial no. 1FTNF21506EB63026, on or about December 30, 2006.

Admitted X (Admitted in Part, Denied in Part) } see attached, "SUPPLIED SPECIFICS".
Denied X (Admitted in Part, Denied in Part) }

If the answer to Request for Admissions No. 2 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 3:
Pursuant to the terms of the Retail Installment Sale Contract, Plaintiff agreed to pay to Defendant 84 monthly payments of $349.88 each, which payments were to begin January 29, 2007.

Admitted X (Admitted in Part, Denied in Part) } see attached,
Denied X (Admitted in Part, Denied in Part) } "SUPPLIED SPECIFICS".

If the answer to Request for Admissions No. 3 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 4:
Plaintiff failed to make all of the payments required under the Retail Installment Sale Contract.

Admitted
Denied X see attached, "SUPPLIED SPECIFICS"

If the answer to Request for Admissions No. 4 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 12:
The balance owed pursuant to the Retail Installment Sale Contract as of April 3, 2008 was $22102.50

Admitted_____

Denied___X___ See attached, "SUPPLIED SPECIFICS"

If the answer to the Request for Admissions No. 12 is "denied", then supply specific written documentation supporting the denial.

Respectfully submitted,

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-79555
WWR#6101364

SUPPLIED SPECIFICS

Request for Admission No. 1: Admitted with stipulations: Exhibit "1" IS NOT the true and correct and complete integrated contract agreement in all its parts integrated or integrating with the Retail Installment Sale Contract part that Plaintiff signed. It (Exhibit "1") is missing the Buyer's Order (Agreement), attached as Plaintiff's Exhibit "2", Which is the other part integrated with the Retail Installment Sales Contract as the entire whole agreement, for which Plaintiff hereby gives notice that his answers legally MUST be considered in context with the whole agreement, and NOT just part of same.

Request for Admission No. 2: Plaintiff incorporates his answers in No. 1, above. It is admitted that Plaintiff took physical possession of the vehicle on or about December 30, 2006, but it is denied that Plaintiff took actual legal possession of the vehicle on or about December 30, 2006 until after on or about March 2, 2007, because Defendant 2 Citizen Auto's fiduciary agent Defendant 1 Rider Ford failed to register truck at the required max GVWR weight capacity as agreed with Plaintiff and failed to register truck in Plaintiff's name at all until March 2, 2007. These facts were either effectively admitted by Defendant 2 Citizen Auto's attorney or are effectively shown to be true in his legal paperwork of "Answer, New Matter and Counterclaim" filed in the court case December 20 2007, where (1) he stated in Paragraph 42 that Plaintiff took possession of the vehicle but did not state a date thereat; then (2). at Paragraph 45 where the Defendant makes reference in his attached "Exhibit 2" evidentiary exhibit " Certificate of Title " therein to the **March 2,2007** date of registration and to the **9000 lbs Max GVWR** weight rating that Plaintiff had bargained for; and then (3). at Defendant's Paragraph 48 and 52 where defendant subtilly moves the date interest begins to accrue forward from January 29,2007 to May31, 2007 and admits the principal balance due of 22,922.21 (there is a typo error here as the correct principal figure in the contract was 22,102.50) as of May 31, 2007, and where he stated interest is accruing **ONLY** after that date. See attached Plaintiff's Exhibit "3" ., showing the registration date of March 2,2007, and the Plaintiff's Exhibit"4" showing a copy of Defendant's Answer, New Matter and Counterclaim paragraphs 40-54, along with Defendant's attached "Exhibit 2", Certificate of Title. Nor did Plaintiff receive an owner's manual on or about December 30, 2006 as required. Only from my own efforts did I receive an owners manual. See Exhibit "6".

Request for Admission No. 3: Plaintiff incorporates his answers in No.1 and No. 2, above. Plaintiff admits only that the contract form states $349.88 commencing January 29, 2007. The Request for Admissions No. 3 is denied by Plaintiff because there was an initial breach of the contract by Defendants on the GVRW term, the contract was null and void ab initio, there was no contract agreement and it was not complete nor consumnated because of said breach and because Defendant Citizen's Auto failed to secure his signature to the agreement. See Civil Action 2007-908 CD (Breach of Contract)

Request for Admission No. 4: Plaintiff incorporates his answers in No. 1 thru 3, above. Plaintiff denies Request for Admissions No. 4 because there were **NO** payments **required** due to there being the lack of an agreement in place and due to the fact that Plaintiff rescinded and revoked his alleged agreement with Defendants on June 6,2007, See Plaintiff's Exhibit "5", attached.

Request for Admissions No. 12: Plaintiff incorporates his answers in No. 1 thru 4, above. Plaintiff denies Request for Admissions No. 12 because there were **NO** payments **owed** due to there being the lack of an agreement in place and due to the fact that Plaintiff rescinded and revoked his alleged agreement with Defendant's on June 6, 2007, see Plaintiff's Exhibit "5", attached.

VERIFICATION

I, David L. Nearhood, (please print) under penalty of perjury and subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities verify that the foregoing Responses are true and correct to the best of my knowledge, information and belief.

May 13, 2008
Date

David L. Nearhood
Signature

WWR# 5468251

CERTIFICATE OF SERVICE

I, James C. Warmbrodt, hereby certify that a true and correct copy of the Request for Admissions was served on Plaintiff by regular U. S. Mail, postage prepaid, this 10th day of April, 2008, addressed as follows:

DAVID L NEARHOOF
1223 OAK GROVE RD
MORRISDALE PA 16858

James C. Warmbrodt, Esquire

WWR# 5468251

Citizens Automobile Finance Corp.

Rev 10/04

RETAIL INSTALLMENT CONTRACT

PA

Dealer Number _____ 12/30/2006

Buyer: DAVID L NEARHOOD 1223 OAK GROVE ROAD MORRISDALE PA 16858
(Print Full Name and Address of Principal Residence)

Co-Buyer: _____
(Print Full Name and Address of Principal Residence)

Creditor-Seller: RIDER FORD 1001 WALTON ST PHILIPSBURG PA 16866
(Print Full Name and Address)

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee ("Assignee").

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW	2006	FORD TRUCK S-DTY F-250	REG CAB	1FTNF21506EB63026	

If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for ☒ personal, family or household, or ☐ business purposes

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 6500.00
8.48%	$ 7287.42	$ 22102.50	$ 29389.92	$ 35889.92

PAYMENT SCHEDULE: Your payment schedule will be 84 monthly payments of $ 349.88 each, due on the same day of each month starting on 01/29/2007.

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased

LATE FEE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price of Vehicle (including any accessories, installation, services, repairs, taxes and other permitted costs): $ 29509.00 (1)
2. Downpayment:
   - A. Trade-in. Your Trade-in is a _____ (Year / Make / Model / VIN)
     Gross Allowance $ N/A less Amount Owing $ N/A equals Net Trade-in $ N/A
     (If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-in and enter excess as Prior Credit or Lease Balance in Item 4D)
   - B. Cash Downpayment $ 2000.00
   - C. Manufacturer's Rebate Applied to Downpayment $ 4500.00
   - D. Total Downpayment (A plus B plus C) $ 6500.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2D): $ 22009.00 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf:
   - A. Amounts Paid to Insurance Companies (Amounts paid to Insurance Companies as per insurance disclosures below)*:
     1. Optional Credit Life Insurance $ N/A
     2. Optional Credit Accident and Health Insurance $ N/A
   - B. Amounts Paid to Public Officials:
     1. Government License and/or Registration Fees $ 6.00
     2. Certificate of Title Fees $ 22.50
     3. Lien Recording Fees $ 5.00
     4. UCC Filing Fees $ N/A
     5. Other (Specify) $ N/A
     6. Other (Specify) PA TIRE TAX $ 5.00
   - C. Seller's Documentary Fee (not a governmental fee) $ 55.00
   - D. Other Charges (Describe who will receive payment and purpose)
     1. To N/A For Prior Credit or Lease Balance $ N/A

2. To N/A For N/A $ N/A

3. To N/A For N/A $ N/A

4. To N/A For N/A $ N/A

E. Total Other Charges and Amounts Paid to Others on Your Behalf (A plus B plus C plus D) $ 93.50 (4)

5. Amount Financed / Unpaid Balance (3 plus 4E): $ 22102.50 (5)

6. Finance Charge $ 7207.42 (6)

7. Time Balance $ 29389.92 (7)

8. Payment Schedule: One payment of $ 349.88 and 83 payments of $ 349.88 each, beginning 01/29/2007 and due on the dates shown in the PAYMENT SCHEDULE above.

*To the extent permitted by applicable law, we may be receiving a portion of these amounts.

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth In Lending Disclosures Box shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th (1/366th in a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is $1.00 or more) after you make your last payment; we will advise you of any additional amount owed (if it is $1.00 or more). There is a possibility that a supplemental payment of interest might be due if earlier payments were received after their due date.

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

N/A
(Street and Town)

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

☐ Life (☐ Buyer ☐ Co-Buyer ☐ Both) at a premium of $ N/A for a term of N/A.

Credit life insurance will pay your debt on this Contract up to $ N/A.

☐ Disability, Accident and Health (Buyer Only) at a premium of $ N/A for a term of N/A.

Credit disability, accident and health insurance will pay your debt on this Contract up to $ N/A.

The name of the insurer is N/A (Name) of N/A (Home Office Address).

Buyer Signature Date Co-Buyer Signature Date

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

DUE TO THE PASSAGE OF THE "USA PATRIOT ACT" WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING

VERIFICATION OF CUSTOMER IDENTITY - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. In all cases, the protection of our customer's identity and confidentiality is our pledge to you

The Annual Percentage Rate may be negotiable with the Creditor-Seller. The Creditor-Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER.
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer Signs X David L Nearhood 12/30/2006 Co-Buyer Signs _____

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND A COPY OF THE CITIZENS FINANCIAL GROUP, INC. PRIVACY NOTICE AT THE TIME YOU SIGN THE CONTRACT.

➡ X David L Nearhood 12-29-06 ➡ _____

Buyer's Signature Date (Co) Buyer's Signature Date

Creditor-Seller Signs _____ Date

By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

ORIGINAL

CC210200 (1004)

...agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or

OTHER IMPORTANT AGREEMENTS:

OWNERSHIP AND RISK OF LOSS: You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or missing. You agree not to sell, transfer, or remove the vehicle from the United States for more than 30 days without our written permission. You agree to maintain the vehicle in good condition and repair, except wear and tear caused by ordinary use. We may inspect the vehicle at any reasonable time. You will not expose the vehicle to misuse or confiscation or permit anyone to use the vehicle for any unlawful purpose. You will keep the vehicle free of any claims and seizures by any government authority. You will not rent the vehicle to others or carry passengers for hire. If we pay any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you will repay the amount when we ask for it. You will immediately notify us of any change in the address of your principal residence or the address where the vehicle is regularly located.

SECURITY INTEREST: You are giving us a security interest in: the vehicle being purchased; all proceeds of the vehicle; all accessions; and any attachments, accessories, or equipment affixed to the vehicle within ten days of this Contract. The security interest also covers: (1) insurance premiums returned to us; (2) proceeds of insurance policies on the vehicle, and (3) proceeds of any insurance policies on your life or health financed in this Contract. This security interest secures payment of all amounts you owe in this Contract and in any transfer, renewal, extension, modification, refinancing, or assignment of this Contract. It also secures your other agreements in this Contract. For purposes of this Contract, we agree to forego any security interest you may have given under another agreement which secures your obligation under this Contract. You will cause or cooperate in causing our security interest (lien) on the vehicle to be shown on the title. You will not allow any subordinate or other liens to be placed on the vehicle.

REQUIRED PHYSICAL DAMAGE INSURANCE: You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this Contract. You may obtain this insurance from any insurer you choose that is acceptable to us. You will make us loss payee and provide evidence of insurance. At any time during the term of this Contract, if you do not have physical damage insurance which covers both your and our interests in the vehicle, then we may buy it for you. If we do not buy physical damage insurance which covers both interests in the vehicle, we may, if we decide, buy insurance which covers only our interest, as permitted by applicable law.

We are under no obligation to buy any insurance, but may do so if we desire. If we buy either of these coverages, we will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a Finance Charge at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that we can use any insurance settlement either to repair the vehicle or to apply to your debt.

INSURANCE CHARGES RETURNED TO US: If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance covering only our interest in the vehicle. Any refund on optional insurance we obtain will be credited to your account or returned to you. Any insurance charges returned to us and credited to your account will be applied to as many of your installments as they will cover, beginning with the final installment.

SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT: You have the right to prepay this Contract in whole or in part at any time and you will not be charged a penalty for any such prepayment. If you are default, you may have the right to reinstate this Contract or if your property has been repossessed you may have the right under the law to receive back your property and to reinstate this Contract.

DEFAULT: You are in default if: (1) you fail to make a regularly scheduled installment payment when due; (2) any event occurs which substantially impairs the value of the vehicle; or (3) you breach any of your agreements or obligations under this Contract or if you die.

REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE: If you are in default, we can, upon written notice to you and subject to any right you may have to cure the default, demand that you pay all you owe on this Contract at once. If you fail to pay, you will be liable for interest at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law.

REPOSSESSION OF THE VEHICLE: Repossession means our taking the vehicle from you. If you are in default, we can repossess the vehicle upon written notice to you as required by law and subject to your rights to cure the default. To take the vehicle we can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal property in the vehicle, we will hold such property for the period required by law. If you fail to claim such personal property within such period, this property will be disposed of in the same manner as the vehicle. Any proceeds of such property will be applied to pay any amounts you still owe to us. Any accessories, equipment or replacement parts will remain with the vehicle.

GETTING THE VEHICLE BACK AFTER REPOSSESSION: If the vehicle has been repossessed, we may, but are not required to, allow you to reinstate this Contract and return the vehicle to you provided that you pay all past due installments, accrued late charges and agree with us on mutually satisfactory arrangements, and, if default at the time of repossession exceeded 15 days, also pay us expenses of retaking, repairing and storage authorized by law. If we do not allow you to reinstate this Contract, you may redeem the vehicle and end the Contract by payment of either of the following amounts, as applicable; (i) when default at the time of repossession was less than 15 days, the unpaid time balance plus any accrued default charges authorized by law plus any other amounts lawfully due under this Contract, excluding costs of retaking, repairing and storage; or (ii) when default at the time of repossession exceeded 15 days, the unpaid time balance, plus any accrued default charges authorized by law, plus costs of retaking, repairing, repossession and storing authorized by law, plus any other amount lawfully due under the Contract. Your right to redeem will end when the vehicle is sold.

SALE OF THE REPOSSESSED VEHICLE: We will send you a written notice of sale within the time period required by law before selling the vehicle. If you do not redeem the vehicle by the date on the notice, we can sell it at a public or private sale. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of sale will be figured this way: Any charges permitted by law for retaking, storing and repairing the vehicle, and any other charges permitted by law will be subtracted from the selling price. If you owe us more than the net proceeds of sale, you will pay us the deficiency. In any action we bring for a deficiency, you are entitled to have the reasonable value of the vehicle at the time of resale determined by the court, and if the value determined by the court is higher than the resale price, the higher value will be credited to the amounts you owe us.If you owe us less than the net proceeds of sale, we owe you the difference, unless someone else has an interest in the vehicle. For example, we may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, to the extent allowed by law you will pay us the difference between the net proceeds of sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to this Contract, until you do pay all you owe to us.

COLLECTION COSTS: If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorneys' reasonable fees and any court costs to the extent permitted by law.

LATE CHARGE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment. The late charge may be computed on the basis of a full calendar month for any fractional month period in excess of 10 days.

RETURNED CHECK FEE: To the extent permitted by law, you agree to pay those costs we actually incur and do not retain in connection with a check you give us that is returned for non-sufficient funds.

DELAY IN ENFORCING RIGHTS AND CHANGES OF THIS CONTRACT: We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, we can extend the time for making some payments without extending others. Any change in terms of this Contract must be in writing and signed by us. No oral changes are binding. If any provision of this Contract conflicts with applicable law, it will be considered modified to comply with that law and the remaining provisions shall continue.

WARRANTIES SELLER DISCLAIMS: You understand that the Seller is not offering any express warranties unless the Seller extends a written warranty. This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

RIGHT TO OFFSET: To the extent permitted by operation of law, if you are in default, we can subject to your right to cure the default, pay all or part of the amounts owed under this Contract from any deposits or funds that you have with us without telling you ahead of time.

CREDIT INFORMATION: You agree that we or our affiliate providing servicing or to whom this contract may be assigned may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application, and any update, renewal, refinancing, modification or extension of this Contract. If you ask, you will be told the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify employment, pay, assets and debts. Anyone receiving a copy of this is authorized to provide us with such information. You agree that, to the extent permitted by law and as disclosed in our privacy notice, we, our assignee, any of our affiliates, and others may exchange credit, account and financial information about you.

NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

GOVERNING LAW: This Contract is governed by the law of Pennsylvania, and is the entire agreement between you and us.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of Buyer and Co-Buyer under the above Retail Installment Contract ("the Contract"), assent to all modifications of the Contract and waive notice of any

has been made or undertaken and whether or not suit has been brought against Buyer or Co-Buyer or any guarantor of the Contract. Undersigned shall be primarily and jointly and severally liable with Buyer and Co-Buyer for full performance of Buyer's and Co-Buyer's obligations under the Contract.

SIGNATURES (Sign Full Name in Ink): Date:

(S) (Seal)

Witness Guarantor Address

(Seal)

Witness Guarantor Address

SELLER'S ASSIGNMENT

Seller sells and assigns to the Assignee named below all of its right, title and interest in this Retail Installment Contract ("Contract"). Seller represents, warrants and covenants to Assignee that:(a)(i) no statements made or furnished to Assignee by Buyer or any Co-Buyer (collectively "Buyer"), Seller or any other person are untrue or incomplete; (ii) Buyer has not financed the down payment of the Vehicle described in the Contract ("the Vehicle"); (iii) Buyer is a bona fide applicant having legal capacity to enter into the Contract; (iv) the signature of the Buyer on all documents is genuine; and (v) the amount stated in the Contract to be due will in fact be due and payable at the time or times provided therein free of any claims, defenses, setoffs or counterclaims; (b) Seller has verified Buyer's identification; (c) The down payment for the Vehicle is paid in full with negotiable funds; (d) Seller has sold the Vehicle and the proceeds of the Contract are to be used to pay for such Vehicle and related items; (e) Seller had indefeasible title to the Vehicle immediately prior to the purchase by Buyer, and the right and authority to sell the Vehicle to Buyer, free and clear of all liens and encumbrances; (f) Seller warrants that the Vehicle is not a grey market or altered vehicle and is not salvaged, rebuilt or reconstructed from a total loss or otherwise materially impaired and the title to the Vehicle does not reflect such and the odometer statement executed by the Seller in connection with the Vehicle does not indicate true mileage unknown; (g) Seller has the authority to assign the Contract to Assignee free and clear of all liens and encumbrances; (h) Seller will secure and perfect for Assignee a security interest in the Vehicle free and clear of all liens or encumbrances, and deliver to Assignee evidence satisfactory to Assignee of such security interest within six months of the date of the Contract; (i) The description of the Vehicle is true and complete in the Contract and the Vehicle will be or has been duly delivered to and accepted without revocation by Buyer; (j) Insurance or other coverage provided or arranged by Seller does not violate any applicable law or regulation and insurance documentation and rebates of unearned premiums, if any, will be delivered to Buyer within the time required by law; (k) The Vehicle is insured by a company acceptable to Assignee against fire, theft and collision. Assignee is loss payee and written evidence of such insurance has been or will promptly be provided to Assignee; (l) All optional credit insurance sold by Seller to Buyer is for the full term of the Contract and is limited to coverage of Buyer; (m) Seller has provided Buyer with a completed Contract and any other document as required by applicable law, and the information filled in thereon by Seller is accurate; (n) Seller is licensed to the extent required by law; (o) Seller has complied with all applicable transaction reporting requirements including, without limitation, the requirement under Section 6050I of the Internal Revenue Code as may be amended from time to time to report cash receipts of more than $10,000, and its implementing regulations; (p) Seller has complied with Assignee's procedures regarding the Fair Credit Reporting Act (FCRA) and Equal Credit Opportunity Act (ECOA) including, but not limited to, the following: (i) Seller has only submitted to Assignee credit information on Buyer after Buyer's signatures were first obtained on a credit application acceptable to Assignee ("Application"); (ii) Seller has not submitted any credit information on any individual whose signature does not appear on the application; (iii) Seller has advised Buyer that his/her Application has been submitted to Assignee at Assignee's current address; and (iv) Seller has advised Buyer that credit was approved by Assignee; (q) Seller has complied with all requirements of the FCRA and ECOA and all other federal, state and local laws, rules and regulations applicable to the extension of credit and consumer protection or otherwise applicable to the sale of the Vehicle including, without limitation, the requirements to provide Buyer with a foreign translation of the Contract; (r) Seller will promptly forward to the proper authorities all federal, state and local fees and taxes due in connection with the sale of the Vehicle; (s) Seller does not charge Buyer for filing fees or other costs paid by Seller to public officials to perfect Assignee's security interest in the Vehicle, except where allowed by law, nor does Seller make any type of charge, including documentary or processing charges, which Seller does not make in any other cash transaction; (t) Assignee shall have the right, but not the obligation, to inspect Seller's books, financial documents and other business records relating to this assignment or this Contract at Seller's place of business during Seller's normal business hours; and (u) upon request by Assignee, Seller shall promptly submit to Assignee signed financial statements of Seller's business, to include balance sheets, cash flow statements, profit and loss statements and such other information required by Assignee.

Each of these warranties, representations and covenants is material to Assignee's acceptance of this Contract. If any of them is breached or is erroneous, Seller unconditionally promises to accept reassignment of this Contract, without recourse against Assignee, and to pay Assignee, upon demand (1) the unpaid balance of the Contract as determined by Assignee, (2) all losses and expenses incurred by Assignee as a result of such breach or untruth, and (3) out-of-pocket expenses paid or incurred by Assignee in connection with the collection of any amount due under the Contract, including attorneys' fees and costs of litigation, whether by or against Assignee, and expenses with respect to repossessing, storing, repairing and selling the Vehicle. In addition, Seller agrees to indemnify Assignee in the manner and to the extent specified in the preceding sentence if the Assignee suffers a loss or expense in any judicial or administrative proceeding because of any claim or defense asserted against Assignee as a result of any act or omission on the part of Seller. If this Contract is rescinded by court order, Seller shall pay Assignee the amount specified above.

Seller shall be liable even if a waiver, compromise, settlement or variation of the terms of the Contract releases the Buyer.

The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. Seller waives notice of acceptance of this guarantee and assignment and notices of non-payment and non-performance.

This assignment is without recourse against Seller except as provided above and/or in another agreement, if any, between Seller and Assignee relating to the financing of retail installment contracts.

Assigned to: Citizens Automobile Finance Corp. ("Assignee")

CC210330 (10/04)

Citizens Automobile Finance Corp. RETAIL INSTALLMENT CONTRACT PA

Dealer Number

12/30/2006

BUYER'S ORDER

DEAL #:61852

Rider Auto Inc.
1703 West College Ave.
State College, PA 16801
Phone (814) 234-2886
RiderAuto.com

Rider Ford, Inc.
P.O. Box 98
Phillipsburg, PA 16866
Phone (814) 342-4620
RiderFord.com

Rider Motors, Inc
dba Rider Chrysler Dodge Je
P.O. Box 588
Phillipsburg, PA 16866
Phone (814) 342-4060
RiderMotors.com

PLEASE ENTER MY ORDER FOR THE FOLLOWING

[X] NEW or [ ] USED [ ] DEMO [ ] CAR [X] TRUCK PRIOR USE:

YR.	MAKE	MODEL	TYPE
2006	FORD TRUCK	S-DTY F-[illegible]0	REG CAB

COLOR	TRIM	MILEAGE
OXFORD WHT	TAN HD CLT	15

VIN: 1 F T N F 2 1 5 0 6 E B 6 3 0 2 6

STOCK NO.	SALESMAN	TO BE DELIVERED ON OR ABOUT
F63026	THOMAS C DRY	12/30/2006

DESCRIPTION OF TRADE IN

YR.	MAKE	MODEL	TYPE

COLOR	TRIM	MILEAGE

VIN

TITLE NO.	PLATE NO.	EXP. DATE

OWNER	LOAN #

LIENHOLDER	PHONE

ADDRESS	SPOKE WITH

AMOUNT	GOOD TILL	VERIFIED BY

COLLISION COVERAGE

NAME OF AGENT	PHONE
CHARLES A JONES AGY	

ADDRESS P O BOX 209 PHILIPSBURG PA 16858

POLICY NUMBER	COLLISION DEDUCTIBLE
979369293 101 1	

INSURANCE CO.	SPOKE WITH
TRAVELERS INS CO	

EFFECTIVE DATE	EXP. DATE	VERIFIED BY
04/06/2006	10/06/2006	

WARRANTY INFORMATION

[ ] FACTORY WARRANTY - The manufacturer's warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

[ ] USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document. You may obtain a full copy of any applicable warranty from us.

[ ] AS IS - THIS MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECT THAT PRESENTLY EXISTS OR THAT MAY OCCUR IN THE VEHICLE.

PURCHASER'S SIGNATURE X

USED CAR BUYERS GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permitted by law, you shall, at our option, forfeit as damages the amount of $ N/A

PURCHASER'S SIGNATURE X _____

Purchaser hereby acknowledges to the above clause.

NAME	DATE
DAVID L NEARHOOD	12/30/20

STREET
1223 OAK GROVE ROAD

CITY	STATE	ZIP
MORRISDALE	PA	16858

PHONE RES.	PHONE BUS.
(814)342-7464	

SOC. SEC. NO.	AGE	DATE OF BIRTH
	48	04/23/1958

PRICE OF VEHICLE 27150.

LIENHOLDER:
CITIZENS AUTO FINANCE CORP.

EXTENDED WARRANTY TYPE _____ N/

MONTHS MILES

Cash Price of Vehicle & Accessories	27150.0
Subtract Rebate for Tax Calculation	4500.0
Subtotal	22650.0
Sales Tax	1359.0
REGISTRATION N/A TITLE 22.50 TRANSFER 6.00 ENCUMBRANCE 5.00	33.5
Documentary Fee	55.0
Messenger Fee	N/
Notary Fee	N/
OTHER CHARGES — Correction of Rebate Adjustment	4500.0
OTHER CHARGES — TIRE TAX	5.0
Total Price	28602.5

TOTAL CREDIT

*Payoff Amount Is Subject To Verification

Trade-In	N/A
Less Payoff *	N/A
Net Trade In	N/A
Deposit	N/A
REBATE	4500.00
Cash on Delivery	2000.00
Down Payment	6500.0
Unpaid Balance of Total Price	22102.5

Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and

Exhibit 3

Detach Here 1 OF 1

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: APR 30, 2007 **VALID: 03/02/07**

PLATE: YFV1763
TITLE: 64314264401 NE
VIN: 1FTNF21506EB63026
YR/MAKE: 2006 FORD
TYPE: TK
WID: 07036 0010 001674-001

REG. GROSS WT: 07000
UNLADEN WEIGHT: 05737
CLASS: 02

094021
DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA
16858

M W Detach Here

SIGNATURE

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code.

Change your address online at: www.state.pa.us Pa Keyword **"DMV"**.

registration credential, you acknowledge that you have received notice of this provision.

39. To the extent that judgment is entered in favor of the Plaintiff, the entitlement to which judgment is specifically denied, Defendant, Rider Ford, Inc. is alone liable to the Plaintiff, or is liable over to this Defendant, or is jointly or severally liable with this Defendant.

WHEREFORE, Defendant demands that judgment be entered in favor of the Defendant and against the Plaintiff.

COUNTERCLAIM

COUNT I – IN REPLEVIN

CITIZENS AUTOMOBILE FINANCE, INC. V. DAVID L. NEARHOOD

40. The averments contained in Paragraph 1 through 39, above, are incorporated herein by reference thereto as though herein set forth at length.

41. Defendant is the holder of a Retail Installment Contract and Security Agreement secured by a vehicle, duly executed and delivered by Plaintiff in favor of Rider Ford, Inc., on or about December 30, 2006. A true and correct copy of the Retail Installment Contract is attached hereto, marked as Exhibit "1" and made a part hereof.

42. Pursuant to the Retail Installment Contract, Defendant took possession of the vehicle, more particularly described in the Retail Installment Contract as a 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026.

43. Rider Ford, Inc., subsequently assigned its right, title and interest in the Retail Installment Contract to this Defendant.

44. Pursuant to the Retail Installment Contract, Plaintiff was to make eighty-four (84) consecutive monthly payments of $349.88 beginning January 29, 2007.

Exhibit 4

45. Defendant maintains a first lien on the aforesaid vehicle by virtue of the Certificate of Title issued by the Commonwealth of Pennsylvania Department of Transportation, a true and correct copy of which is attached hereto, marked as Exhibit "2" and made a part hereof.

46. Plaintiff is in default of the terms and conditions of the Contract because Plaintiff has failed to make the required monthly payments.

47. Defendant is entitled to immediate possession of said vehicle to which Defendant holds a security interest and any proceeds of the vehicle, including insurance proceeds, by virtue of Plaintiff's default.

48. The total unpaid principal amount due by Plaintiff to Defendant under the Retail Installment Contract as of May 31, 2007 was $22,922.21.

49. Defendant avers that the Retail Installment Contract provides for finance charges at the rate of 8.49% per annum.

50. Defendant has performed all conditions precedent as holder of all right, title and interest in the collateral, but Plaintiff wrongfully remains in possession of the vehicle.

WHEREFORE, Defendant prays for judgment in its favor and against the Plaintiff, David L. Nearhood, in Count I for possession of the vehicle, more particularly identified as a 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026.

COUNT II– IN CONTRACT FOR IN PERSONAM DAMAGES

CITIZENS AUTOMOBILE FINANCE, INC. V. DAVID L. NEARHOOD

51. The averments contained in Paragraph 1 through 50, above, are incorporated herein by reference thereto as though herein set forth at length.

52. In the alternative to Count I, Defendant pleads an action in contract as the result of Plaintiff's default under the Retail Installment Contract for the accelerated balance due under the Retail Installment Contract of $22,922.21, plus additional finance charges at the rate of 8.49% per annum from May 31, 2007.

53. Pursuant to the Retail Installment Contract, Plaintiff has agreed to pay to Defendant its reasonable attorneys' fees and costs of retaking possession of the collateral.

54. Defendant avers that such attorneys' fees amount to $1,500.00 to date.

WHEREFORE, Defendant prays for judgment in its favor and against the Plaintiff, David L. Nearhood, in Count II in the amount of $22,922.21, plus additional finance charges at the rate of 8.49% per annum from May 31, 2007, plus reimbursement of the expenses for retaking possession of the collateral, plus attorneys' fees of $1,500.00 plus costs.

Respectfully submitted,

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:_____

JAMES C. WARMBRODT, ESQUIRE
PA I.D. 47437
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

666

071159999003429-001

1FTNF21506EB63026	2006	FORD	6431426440I NE		
TK	Q		3/02/07	000015	0
3/02/07	3/02/07	5,737	9,000		

DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 16858

CITIZENS AUTOMOBILE
FINANCE CORP

CITIZENS AUTOMOBILE
FINANCE CORP
P.O. BOX 255587
SACRAMENTO CA 95865

ALLEN D BIEHLER

D. APPLICATION FOR TITLE AND LIEN INFORMATION

DO NOT ACCEPT DOCUMENT WITHOUT VEHICLE WITH THE PRESENCE OF THE LIEN NOTATION

2450400

EXHIBIT 2

Citizens Automobile Finance Corp.

This letter is a Notice of recission and revocation of acceptance of your retail installment contract, "Finance agreement", per 13 Pa. C.S. section 2601, 2602 and UCC section 2-602 (2)(b), due to fraud, concealment and failure to perform your contract obligations.

It is therefore and hereby declared under terms that the vehicle shall be returned at NO extra charge due to me upon the return of your vehicle since the contract is NULL and void, ab initio.

This letter is NOT intended and shall NOT be construed to waiver any and all claims for damages I may have against you. I am hereby reserving all my legal rights on these issues under the prevision of UCC section 1-207 without prejudice and NON assumpsit.

This letter is a gesture of good faith on my part.

Exhibit 5

Sincerly,
David L. Rearhood

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

1. Article Addressed to:

Citizens Automobile Finance Corp.
P.O. Box 255587
Sacramento, California
95865-5587

A. Received by (Please Print Clearly) — B. Date of Delivery
JUN 8 2007

C. Signature
X Byron Miracle ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label) 7099 3220 0007 8474 4141

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL

7099 3220 0007 8474 4141

Service
ED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Name (Please Print Clearly) (To be completed by mailer)
Citizens Automobile Finance Co

Street, Apt. No.; or PO Box No.
P.O. Box 255587

City, State, ZIP+4
Sacramento, California 9586

PS Form 3800, July 1999 See Reverse for Instructi

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

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

David Nerwood
1233 Oak Grove Rd
Morrisdale, PA 16858-8207

. Rider Ford, Inc.

This letter is a Notice of recission and revocation of acceptance of your retail installment contract, "Finance agreement", per 13 Pa. C.S. section 2601, 2602 and UCC section 2-602 (2)(b), due to fraud, concealment and failure to perform your contract obligations.

It is therefore and hereby declared under terms that the vehicle shall be returned at NO extra charge due to me upon the return of your vehicle since the contract is Null and void, ab initio.

This letter is Not intended and shall Not be construed to waiver any and all claims for damages I may have against you. I am hereby reserving all my legal rights on these issues under the prevision of UCC section 1-207 without prejudice and NON assumpsit.

This letter is a gesture of good faith on my part.

Sincerly,
David L. Rearhood

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

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

David Nearhood
1223 Oak Grove Rd
Morrisdale, PA 16858-8207

CERTIFIED MAIL

7099 3220 0007 8474 4134

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

Article Sent To:

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Name (Please Print Clearly) (To be completed by mailer)
Rider Ford, Inc.
Street, Apt. No.; or PO Box No.
PO Box 98, 1001 Walton St.
City, State, ZIP+4
Philipsburg, PA 16866

PS Form 3800, Ju

1. Article Addressed to:
Rider Ford, Inc.
PO Box 98
1001 Walton St.
Philipsburg, PA 16866

item 4 if Restricted Delivery is desired.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

C. Signature
X
☐ Agent
☐ Addressee

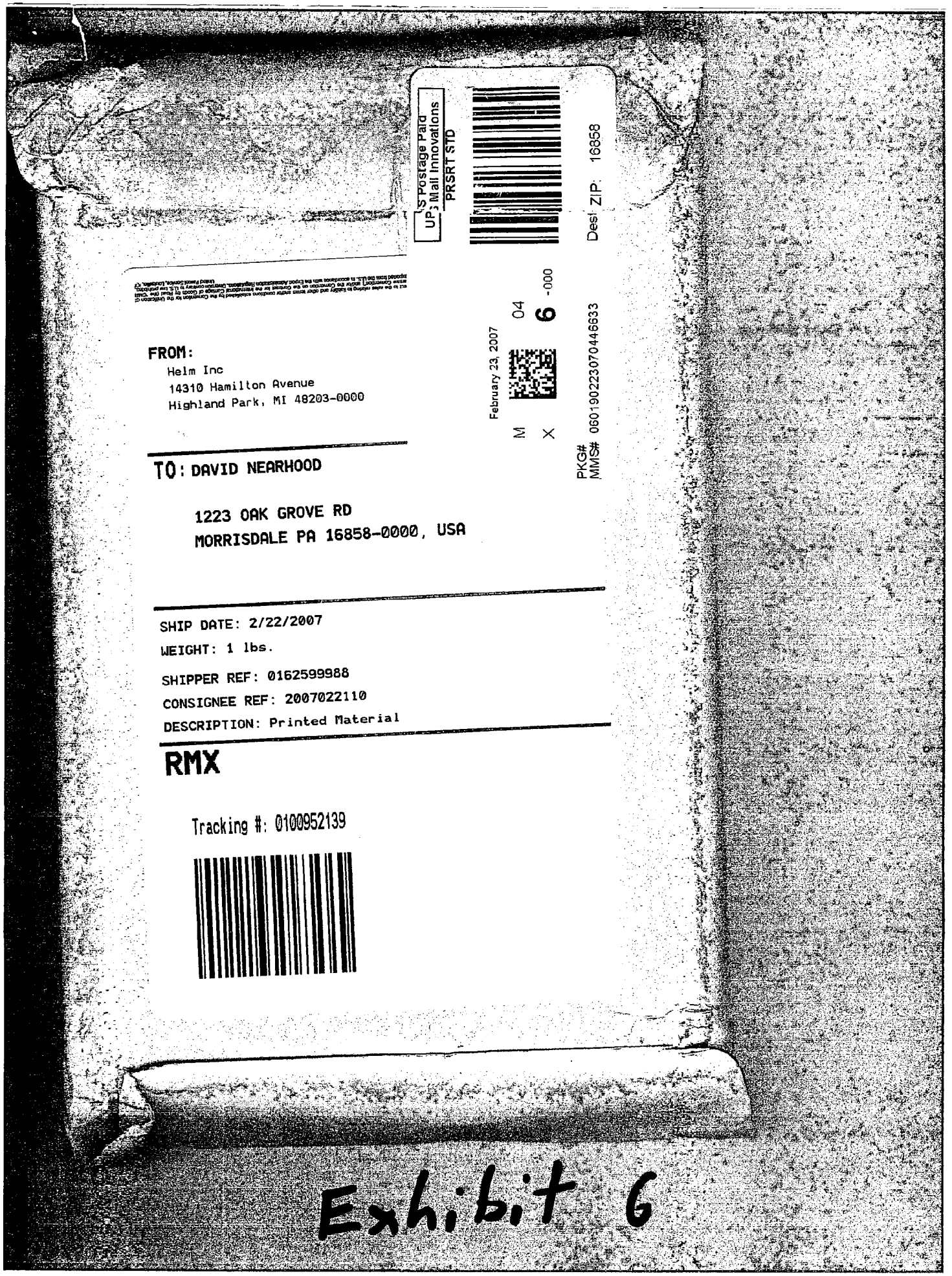
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)
7099 3220 0007 8474 4134

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952


Postage Paid
UPS Mail Innovations
PRSR STD
Dest ZIP: 16858
February 23, 2007
M X 6 04 -000
PKG#
MMS# 0601902230704466333
FROM:
Helm Inc
14310 Hamilton Avenue
Highland Park, MI 48203-0000
TO: DAVID NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 16858-0000, USA
SHIP DATE: 2/22/2007
WEIGHT: 1 lbs.
SHIPPER REF: 0162599988
CONSIGNEE REF: 2007022110
DESCRIPTION: Printed Material
RMX
Tracking #: 0100952139
Exhibit 6

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

DAVID L NEARHOOD,

Plaintiff,

vs.

RIDER FORD INC AND
CITIZENS AUTO FINANCE CORP,

Defendant.

Case No.: 2007-908-CD

TYPE OF PLEADING:

PRAECIPE TO SCHEDULE

FILED ON BEHALF OF:
Citizens Auto Finance Corp., Defendant

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED No cc.
m/ 12:45 cm
DEC 08 2008 (GK)
William A. Shaw
Prothonotary/Clerk of Courts

* replace original
missing 1-14-09 *

WWR No. 6101364

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

DAVID L NEARHOOD,

Plaintiff,

Case No.: 2007-908-CD

vs.

RIDER FORD INC AND
CITIZENS AUTO FINANCE CORP,

Defendant.

PRAECIPE TO SCHEDULE

TO THE PROTHONOTARY:

Please schedule Plaintiff's Motion For Summary Judgment before a Judge for decision.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

By: _____
James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR No. 6101364

CERTIFICATE OF SERVICE

A true and correct copy of the Praecipe to Schedule has been served by First Class Mail, postage pre-paid, on 4th day of December, 2008 upon the following:

David L Nearhood
1223 Oak Grove Rd
Morrisdale Pa 16858

By: _____
James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR No. 6101364

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

DAVID L NEARHOOD

Plaintiff

No. 2007-908-CD

vs.

RIDER FORD INC AND
CITIZENS AUTO FINANCE CORP
Defendant

ORDER OF COURT

AND NOW, to wit, this _____ day of _____, 2008, upon consideration of the record, it is HEREBY, ORDERED, ADJUDGED AND DECREED that the Motion For Summary Judgment on the above captioned matter is scheduled for _____ at _____ a.m./p.m.

BY THE COURT:

_____J.

WWR No. 6101364

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

DAVID L. NEARHOOD,

Plaintiff,

No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

ORDER OF COURT

AND NOW, this 11th day of December, 2008, upon Motion of the Defendant, Citizens Auto Finance Corp., it is ORDERED, ADJUDGED and DECREED that the hearing scheduled on Plaintiff's Motion for Sanctions and Motion for Determined Ruling for December 15, 2008 at 11:00 a.m. be and hereby is continued to the 22nd day of January, 2009 at 1:30 p.m.

By the Court:

J.

FILED
01:00 BA
DEC 11 2008
William A. Shaw
Prothonotary/Clerk of Courts

ICC Attys:
Wasmborodt
Stover/Bardo

1 CC Plff
1293 Oak Grove Road
Morrisdale, PA 16858

ORIGINAL

FILED

DEC 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/11/08

____ You are responsible for serving all appropriate parties.

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

__X__ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other

____ Defendant(s) __X__ Defendant(s) Attorney

____ Special Instructions:

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

No. 2007-908-CD

TYPE OF PLEADING:
DEFENDANT'S MOTION TO CONTINUE DECEMBER 15, 2008 HEARING ON PLAINTIFF'S MOTION

FILED ON BEHALF OF:
Citizens Auto Finance Corp., Defendant

COUNSEL OF RECORD OF THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. # 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

FILED No CC.
m/ 11:50 um
DEC 12 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

DEFENDANT'S MOTION TO CONTINUE DECEMBER 15, 2008 HEARING ON PLAINTIFF'S MOTION

AND NOW, comes the Defendant, Citizens Auto Finance Corp., by and through its counsel, James C. Warmbrodt, Esquire and Weltman, Weinberg & Reis Co., L.P.A., and in support of its Motion herein respectfully represents as follows:

1. Plaintiff has filed a Motion for Sanctions and Motion for Determined Ruling in the above matter.
2. Defendant Citizens has filed an Answer to Plaintiff's Motion and a Motion to Withdraw or Amend its Admissions.
3. This Honorable Court has scheduled an argument on Plaintiff's Motion on December 15, 2008 at 11:00 a.m.
4. Subsequent thereto, Defendant Citizens has prepared a Motion for Summary Judgment and Brief, which Motion and Brief were mailed to the Court and served on all parties on December 8, 2008. Attached hereto as Exhibits 1 and 2,

respectively, are copies of Defendant's Motion for Summary Judgment (without exhibits attached) and Brief.

5. Plaintiff's Motion for Sanctions and Motion for Determined Ruling and Defendant Citizens' Motion for Summary Judgment require the Court's consideration of related issues.

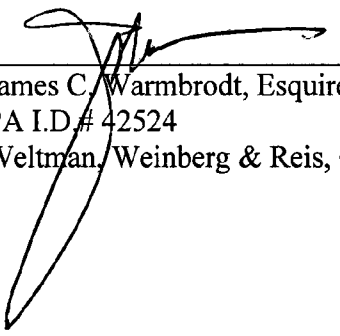
6. Defendant Citizens requests that the December 15, 2008 hearing on Plaintiff's Motion for Sanctions and Motion for Determined Ruling be continued to the date to be scheduled by this Honorable Court for argument on Defendant Citizens' Motion for Summary Judgment.

7. The continuance of the December 15, 2008 hearing would promote judicial economy and would not be prejudicial to the Plaintiff.

8. Defendant's undersigned counsel attempted to obtain the consent to this motion from the pro se Plaintiff by telephone on December 9, 2008. The undersigned left a message with the man who answered Plaintiff's phone and requested a return call.

WHEREFORE, Defendant humbly requests that this Honorable Court enter an order continuing the December 15, 2008 hearing on Plaintiff's motion, and rescheduling that hearing for the same date on which the Court schedules argument on Defendant's Motion for Summary Judgment, together with any further relief which this Honorable Court deems appropriate.

Respectfully submitted,



James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis, Co., L.P.A.

1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7995
WWR# 6101364

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

DAVID L NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

Case No.: 2007-908-CD

CITIZEN'S AUTO FINANCE CORP.'S MOTION FOR SUMMARY JUDGMENT AGAINST PLAINTIFF DAVID L. NEARHOOD

FILED ON BEHALF OF:
Defendant, Citizens Auto Finance Corp.

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esq.
PA I.D. # 42524
Weltman, Weinberg & Reis CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR No. 06101364

Exhibit 1

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

DAVID L NEARHOOD,

Plaintiff,

Case No.: 2007-908-CD

vs.

MOTION FOR SUMMARY JUDGMENT

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,
Defendants.

MOTION FOR SUMMARY JUDGMENT

AND NOW COMES the Defendant, Citizens Auto Finance Corp., by and through its counsel James C. Warmbrodt, Esquire, and Weltman, Weinberg & Reis, Co., L.P.A., and hereby files this Motion for Summary Judgment against the Plaintiff. In support thereof, Defendant avers as follows:

1. Plaintiff initiated the within action on June 8, 2007 by the filing of a Complaint against the above-named Defendants. Attached hereto and designated as Exhibit "1" is a true and correct copy of Plaintiff's Complaint filed herein.

2. On or about December 26, 2007, Citizens filed an Answer, New Matter, New Matter Pursuant to PA.R.C.P. 2252(d) and a Two Count Counterclaim in Replevin against Plaintiff, seeking possession of the vehicle as well as the balance due under the contract, $22,922.21, plus continuing finance charges at the rate of 8.49% per annum from May 31, 2007, plus costs of repossession, attorney's fees of $1,500.00 and costs. Attached hereto and designated as Exhibit "2" is a true and correct copy of Citizens Answer, New Matter and Counterclaim filed herein.

3. On or about January 8, 2008, Plaintiff filed a Reply to Citizens' Answer, and Answer to New Matter and New Matter Pursuant to Pa.R.C.P. 2252(d), and Counter-Reply to Counterclaim

(hereinafter "Response to Counterclaim"). Attached hereto and designated as Exhibit "3" is a true and correct copy of Plaintiff's Response to Counterclaim filed herein.

4. The within action stems from Plaintiff's purchase of a 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026 (hereinafter "vehicle"), from Defendant, Rider Ford, Inc. (hereinafter "Rider"), and Plaintiff's financing of said purchase by and through Defendant, Citizens Auto Finance Corp. (hereinafter "Citizens"), on or about December 30, 2006.

5. In Plaintiff's Complaint, he admits signing the Retail Installment Agreement and Security Agreement in favor of Rider Ford, Inc., on or about December 30, 2006. See. Paragraph 4 of Exhibit "1".

6. Plaintiff's cause of action is based upon alleged oral agreements.

7. Both the purchase agreement (Exhibit "A") and the Retail Installment Agreement (Exhibit "B") attached to Plaintiff's Complaint are fully integrated agreements that specifically state that the terms and conditions therein are not subject to modification by oral agreement. See. Attachments to Exhibit "1".

8. Plaintiff's cause of action would require parole evidence to modify fully integrated written agreements.

9. It is well established that a party may not use parole evidence to modify fully integrated written agreements in Pennsylvania.

10. All of the other matters complained of in Plaintiff's Complaint are based on acts or omissions of Rider and are outside of the scope of the signed Agreements.

11. As a Holder In Due Course, Citizens can not be bound by acts or omissions of Rider that are entirely outside of the scope of the Agreements.

12. Plaintiff's Complaint fails to state a cause of action against this Defendant.

13. Pursuant to the terms of the Retail Installment Agreement, Plaintiff conveyed a security interest in the vehicle to Citizens.

14. Attached to Citizens Counterclaim as Exhibit "2" is a true and correct copy of the Certificate of Title issued by the Commonwealth of Pennsylvania for the subject vehicle, which Title names Citizens as the first lienholder.

15. On April 11, 2008, Citizens served Plaintiff with Request for Admissions. Attached hereto and designated as Exhibit "4" is a true and correct copy of said Request for Admissions.

16. On May 20, 2008, Plaintiff served his Response to the Request for Admissions upon Citizens.

17. In his Response to said Request for Admissions, Plaintiff either admitted, or gave non-responsive answers that fail to deny every material fact comprising the necessary elements of Citizens' causes of action. See Exhibit "5".

18. Plaintiff has admitted that he signed the Retail Installment Sale Contract (Request for Admission no. 1).

19. Plaintiff has admitted to taking physical possession of the vehicle (Request for Admission no. 2 and attached "Supplied Specifics" no. 2).

20. Plaintiff has admitted that he agreed, by signing the Retail Installment Sale Contract, to pay to Citizens 84 payments of $349.00 each beginning January 29, 2007 (Request for Admission no. 3 and attached "Supplied Specifics" no. 3).

21. By alleging that he "rescinded" said Contract, Plaintiff has admitted that he has made none of the payments required under said Contract (Request for Admission no. 4 and attached "Supplied Specifics" no. 4).

22. Pursuant to terms of the Agreement, Plaintiff agreed to finance the sum of $22,102.50, plus interest at rate of 8.4% per annum from December 30, 2006, plus reasonable attorney's fees and court costs.

23. Plaintiff has failed to aver any facts that would establish a meritorious defense to Citizens claims for possession and for the balance owed on the Contract.

24. As set forth above, there exists no genuine issue of any material fact as to a necessary which could be established by additional discovery or expert report, and Citizens is entitled to judgment in its favor as a matter of law.

WHEREFORE, Citizens humbly requests this Honorable Court to enter an order dismissing Plaintiff's Complaint against Citizens with Prejudice and granting Summary Judgment in favor of Citizens and against the Plaintiff, David L. Nearhood, for possession of the 2006 Ford Truck bearing VIN # 1FTNF21506EB63026 and for contractual damages in the amount of $22,102.50, plus interest at the rate of 8.49% per annum from December 30, 2006, plus attorneys' fees of $1,500.00 and costs.

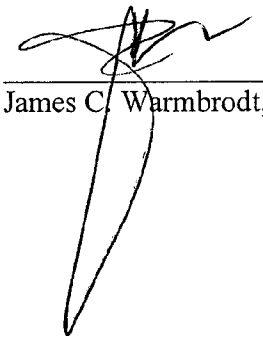
Respectfully Submitted:

By: _____

James C. Warmbrodt, Esq.
PA I.D. # 42524
Weltman, Weinberg & Reis CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is an attorney for the Defendant herein and makes this Verification based upon the facts as supplied to him by the Defendant because the Defendant is outside the jurisdiction of the court and the Defendant's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.



James C. Warmbrodt, Esquire

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

DAVID L NEARHOOD,

Plaintiff, Case No.: 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

ORDER OF COURT

AND NOW, to-wit, this ____ day of _____, 2008, upon Citizens Auto Finance Corporation's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Citizens and against the Plaintiff, David L. Nearhood, as follows: Plaintiff's complaint against Citizens be and hereby is dismissed with Prejudice as to Citizens, and Citizens be and hereby is granted possession of the 2006 Ford Truck, bearing VIN # 1FTNF21506EB63026, and is awarded damages against Plaintiff in the amount of $22,102.50, plus interest at the rate of 8.49% per annum from December 30, 2006, plus attorneys' fees of $1,500.00 and costs.

BY THE COURT

_____ J.

WWR No. 06101364

CERTIFICATE OF SERVICE

A true and correct copy of the within Plaintiff's Motion for Summary Judgment has been served by U.S. Mail, Postage Pre-Paid, on 4th day of December, 2008 upon the following:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Susan E. Bardo, Esquire
Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
122 East High Street
Bellefonte, PA 16823

The Honorable Frederic J Ammerman
Clearfield County Courthouse
230 East Market Street.
Clearfield Pa 16830

By: _____
James C. Warmbrodt, Esq.
PA I.D. # 42524
Weltman, Weinberg & Reis CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR No. 06101364

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

No. 2007-908-CD

TYPE OF PLEADING:

BRIEF IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

FILED ON BEHALF OF:
Citizens Auto Finance Corp., Defendant

COUNSEL OF RECORD OF THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

Exhibit 2

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

BRIEF IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

STATEMENT OF THE CASE

Plaintiff initiated the within action on June 8, 2007 by the filing of a Complaint against the above-named Defendants. The within action stems from the Plaintiff's purchase of a motor vehicle from Defendant, Rider Ford, Inc. (hereinafter "Rider"), and Plaintiff's financing of said purchase by and through Defendant, Citizens Auto Finance Corp. (hereinafter "Citizens"), in or around December 30, 2006. In his Complaint, Plaintiff seeks declaratory relief in the form of a determination that the agreements between the Plaintiff and the Defendants are null and void, as well as monetary damages in the sum of $59,199.21. Defendant's Preliminary Objections to the Complaint were sustained in part and overruled in part by this Honorable Court's Order of October 19, 2007. Defendant thereafter filed its Answer and New Matter, New Matter and New Matter Pursuant to Pa.R.C.P. 2252(d) and Counterclaim. Plaintiff has filed a Reply to Defendant's Counterclaim.

On April 11, 2008, Citizens served its requests for admissions on the Plaintiff. Defendant's Answers and Objections to Plaintiff's Requests for Admissions were served on Plaintiff on October 17, 2008. Plaintiff's responses to Citizens' Requests for Admission were served on May 20, 2008. Based upon the pleadings herein and the Plaintiff's responses to Citizens' Requests for Admission Citizens has filed a Motion for Summary Judgment, and files this Brief in support thereof.

STATEMENT OF THE LAW AND ARGUMENT

Summary judgment is proper where the pleadings, depositions, answers to interrogatories, admissions on file, and affidavits demonstrate that there exists no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law. Pa. R.C.P. 1035.2(1); Horne v. Haladay, 728 A.2d 954, 955 (Pa.Super. 1999). Under Pennsylvania law, the purpose of summary judgment is to avoid unnecessary trials and to eliminate the waste of time and resources of both litigants where a trial would be a useless formality. Curran v. Children's Service Center, Inc., 396 Pa.Super. 29, 578 A.2d 8 (1990), appeal denied, 526 Pa. 648, 585 A.2d 468 (1991). The adverse party may not rest upon the mere allegations or denials in their pleadings. Pa.R.C.P. 1035.3(a).

I. Plaintiff's Complaint fails to state a cause of action against Citizens

All of the acts and omissions on which the Complaint is based are alleged to have been committed by Defendant Rider Ford, Inc. Plaintiff's inclusion of Citizens as a Defendant is based solely upon Citizens' status as a holder-in-due-course relative to the Retail Installment Contract that was assigned to Citizens (See, Complaint, particularly Paragraph 12). Each cause of action asserted in the Complaint, and the only cause of action asserted by the Plaintiff that relates to the contract itself, is based on alleged "oral terms and

conditions in the Contract" that the vehicle would meet particular load capacity requirements ("GVWR") (See, Complaint, Paragraph 10).

Both the Buyer's Order and the Retail Installment Agreement constitute a fully integrated agreement that specifically and unequivocally states that the terms and conditions therein are not subject to modification by oral agreement. The Buyer's Order provides as follows:

> Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement ***including oral agreements***, and as of the date below comprises, with any retail installment contract, the complete and exclusive statement of the subject matters covered by this Agreement.

See, Complaint, Exhibit A (emphasis added). Likewise, the Retail Installment Contract provides as follows:

Any change in terms of this Contract must be in writing and signed by us. No oral changes are binding.

See, Complaint, Exhibit B.

Plaintiff's attempt to establish a modification of the written agreement by parol evidence must fail. See, Kerr Packages v. Fidelity Bank, N.A., 710 A.2d 1169, 1172 (Pa.Super. 1998) ("...absent fraud, accident, or mistake, parol evidence of a prior or contemporaneous oral agreement is not admissible to alter, vary, modify, or contradict terms of a contract which has been reduced to an integrated written instrument.").

Although Plaintiff's Complaint contains bald allegations of fraud, Plaintiff has failed to set forth any factual allegations sufficient to establish fraud. In Pennsylvania, in order to

maintain a cause of action for fraud, the plaintiff must allege the following elements: (1) a representation; (2) which is material to the transaction at hand; (3) made falsely, with knowledge of its falsity or reckless as to whether it is true or false; (4) with the intent of misleading another into relying on it; (5) justifiable reliance on the misrepresentation; and (6) the resulting injury was proximately caused by the reliance. Thompson v. The Glenmede Trust Co., 2003 WL 1848001 (Pa.Com.Pl. 2003).

A reading of Plaintiff's Complaint contradicts any finding of the necessary elements to establish fraud. Although Plaintiff asserts repeatedly that the GVWR was not included in the contract "as required by law" (See, e.g., Complaint, Paragraphs 10, 11), he fails to cite any authority for that proposition, nor is there any indication in either the Buyer's Order form or the Retail Installment Contract that the inclusion of such information is intended. In fact, contrary to Plaintiff's assertion that Defendant Rider Ford, Inc., knew of Plaintiff's alleged intention to use the vehicle for commercial purposes (See, Complaint, Paragraph 10), Plaintiff had explicitly acknowledged by his execution of the Retail Installment Contract that the vehicle was being purchased primarily for personal, family or household use, as opposed to business purposes (See, Complaint, Exhibit B). In fact, according to the Plaintiff, he first noticed the absence of any mention of GVWR in the contract *after* he took delivery of the vehicle, and that any attempts by Defendant Rider Ford, Inc., to address Plaintiff's concerns relative to the GVWR also took place after delivery (See, Complaint, Paragraphs 15-18). Consequently, the allegations of subsequent exchanges between Plaintiff and Defendant Rider Ford, Inc., and the alleged attempts of remedial action on the part of Defendant Rider Ford, Inc., with respect to the issue of GVWR, a matter which was not the subject matter of

the original agreement between the parties, are extraneous to the previous agreement assigned to Citizens, and therefore would not be binding upon Citizens.

II. Citizens is entitled to summary judgment on its counterclaim against Plaintiff.

Plaintiff has admitted to signing the Buyer's Order and the Retail Installment Contract (See, Complaint, Paragraphs 2, 3; Answer to Request for Admission no. 1). Plaintiff has admitted to having taken possession of the truck (See, Answer to Request for Admission no. 2). Pursuant to the terms of the Retail Installment Contract, Plaintiff conveyed to Citizens a security interest in the 2005 Ford Truck. Citizens' security interest is further evidenced by the Certificate of Title issued by the Commonwealth of Pennsylvania on March 2, 2007 (See, Counterclaim, Exhibit 2). By the terms of the Retail Installment Contract, Plaintiff financed the sum of $22,102.50 with interest at the rate of 8.49% per annum, which he agreed to repay in eighty-four (84) consecutive monthly payments of $349.88 beginning January 29, 2007 (See, Answer to Request for Admission no. 3). Plaintiff has admitted that he has made none of the payments required under the contract (See, Complaint, Paragraph 19). By its specific terms, the failure to make a regularly scheduled installment payment when due constitutes a default under the contract. By the specific terms of the contract, Citizens is entitled to repossess the vehicle in the event of a default in the contract. Plaintiff has stated in his Complaint that he no longer desires to retain the vehicle (See, Complaint, Paragraph 22).

For the reasons set forth above, Citizens is entitled to immediate possession of its collateral, and to a judgment in its favor for the amounts set forth in its Counterclaim, subject to a credit to the Plaintiff for the net proceeds upon the subsequent sale of the vehicle.

CONCLUSIONS

For the reasons set forth above, it is clear that there are no material facts to be established at a trial, and that Citizens is entitled to a judgment in its favor as a matter of law, and therefore summary judgment should be entered in favor of the Citizens and against the Plaintiff on Plaintiff's Complaint, and in favor of the Citizens and against the Plaintiff on Citizen's Counterclaim.

Respectfully Submitted:

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:_____
James C. Warmbrodt, Esquire
PA I.D.# 42524
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR# 6101364

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of the BRIEF IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT by First Class Mail, Postage Pre-Paid, on the 4th day of December, 2008, upon the following:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

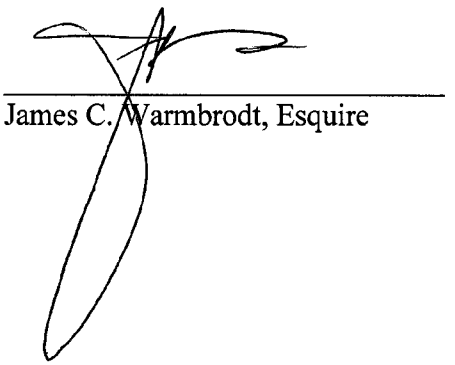
Susan E. Bardo, Esquire
Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
122 East High Street
Bellefonte, PA 16823

The Honorable Frederic J. Ammerman
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

By: _____
James C. Warmbrodt, Esquire

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is an attorney for the Defendant herein and makes this Verification based upon the facts as supplied to him by the Defendant because the Defendant is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.



James C. Warmbrodt, Esquire

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

ORDER OF COURT

AND NOW, this_____ day of _____, 2008, upon Motion of the Defendant, Citizens Auto Finance Corp., it is ORDERED, ADJUDGED and DECREED that the hearing scheduled on Plaintiff's Motion for Sanctions and Motion for Determined Ruling for December 15, 2008 at 11:00 a.m. be and hereby is continued to the _____ day of _____, 2009 at _____ __.m.

By the Court:

_____J.

CERTIFICATE OF SERVICE

A true and correct copy of the within DEFENDANT'S MOTION TO CONTINUE DECEMBER 15, 2008 HEARING ON PLAINTIFF'S MOTION has been served by U.S. Mail, Postage Pre-Paid, on 10th of December, 2008 upon the following:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Susan E. Bardo, Esquire
Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
122 East High Street
Bellefonte, PA 16823

BY: _____
James C. Warmbrodt, Esquire

CA

FILED
DEC 24 2008
01 9:30 WAS
William A. Shaw
Prothonotary/Clerk of Courts
4 CERT TO REF.

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	:
	:
RIDER FORD, INC., a/k/a RIDER FORD	:
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	:
	:
	:
Defendants	:

NOTICE OF OBJECTION TO DEFENDANT'S PRAECIPE FOR SUBSTITUTION OF VERIFICATION AND MOTION TO SET ASIDE PRAECIPE

COMES NOW the Plaintiff before this Honorable Court with his Notice of Objection to Defendant's Praecipe for Substitution of Verification and Motion to Set Aside Praecipe, and in support of this Motion to Set Aside Praecipe, hereby avers as follows:

1. Plaintiff originally served his Request for Admissions upon Defendant Citizen's Auto Finance Corp. on August 26, 2008.
2. The Defendant thereafter responded 52 days later, and 22 days late over the 30 day time limit and unilaterally mailed his Answers and/or Objections to Plaintiff's Requests for Admissions, with service by Defendant on October 17, 2008, without Defendant having

first obtained permission or waiver from Plaintiff to serve them late, in a prior phone conversation with Plaintiff on October 16, 2008.

3. Within Defendant's Answers and/or Objections to Plaintiff's Requests for Admissions at Page 9 therein, is a verification that is and was defective and null and void ab initio and objected to by Plaintiff, as described in Plaintiff's Motion for Sanctions and Motion for a Determined Ruling at Paragraphs 17-20 of those Motions, served upon Defendant on or about November 10, 2008.

4. Defendant, who served the 22 day late set of Answers and/or Objections to Plaintiff's Requests for Admissions on October 17, 2008 with the defective verification therein, as described above, DID NOT file or serve his requested Praecipe for Substitution for Verification upon Plaintiff and into the Prothonotary's Office until November 25, 2008, AND ONLY AFTER Plaintiff had filed his Motion for Sanctions and Motion for a Determined Ruling on or about November 10, 2008, wherein Plaintiff had objected to Defendant's late Answers and/or Objections and to his defective verification at the therein said Paragraphs 17-20, *ibid.*

5. Defendant's Praecipe for attempted substitution of this defective verification -- contained within the 22 day late Defendant's Answers and/or Objections previously served upon Plaintiff on October 17, 2008 -- with the verification he seeks to substitute as a valid one *ex-post facto* and *nunc pro tunc*, is the subject matter of this Notice and Motion by Plaintiff, who objects to this attempted substitution by Defendant as invalid under any circumstances and in any event.

6. Defendant's new verification that he seeks to invalidly substitute *ex-post facto* and *nunc pro tunc* is found at Page 3 of his Praecipe for Substitution of Verification.

7. Plaintiff argues and submits and objects that Defendant's new verification found in his Praecipe at Page 3 that he seeks to substitute *ex-post facto* and *nunc pro tunc* into his (Defendant's) Answers and/or Objections to Plaintiff's Requests for Admissions is invalid and null and void ab initio upon grounds and cause that his Answers and/or Objections were served 22 days too late, as established in Paragraphs 1 through 6, supra.

8. Plaintiff further argues and submits and objects that Defendant cannot amend or substitute something into a discovery document that was served very untimely 22 days too late and especially without obtaining Plaintiff's permission to serve the documents late, and that in any event it is now an act of Defendant in and of itself a nullity that was null and void ab initio the day Defendant mailed it to Plaintiff on October 17, 2008 as established in Paragraphs 1 through 7, supra..

9. Plaintiff further argues, submits and objects to Defendant's attempted substitution on grounds due to Plaintiff's related Motion for Sanctions and Motion for a Determined Ruling served on or about November 10, 2008, by the Plaintiff seeking sanctions that Defendant be deemed to have admitted to all of Plaintiff's Requests for Admissions.

10. Plaintiff objects further on grounds that Discovery is not completed, and on grounds that further proceedings cannot be had until the ruling on Plaintiff's related Motion for Sanctions and Motion for a Determined Ruling, and until Discovery is complete.

11. Further Plaintiff argues, submits and objects that Defendant also cannot amend or substitute something at this very late date of November 25th into said discovery document, and Plaintiff submits that Defendant is not doing so in good faith, when he has served at over 15 days later from November 10th after Plaintiff had already filed and served his still pending Motion for Sanctions and for a Determined Ruling, in which

Plaintiff has objected therein to this very same issue of invalidity of the original verification, as established in Paragraphs 1 through 10, supra..

12. Plaintiff also argues and submits and objects that Defendant's new verification found in his Praecipe at Page 3 that he seeks to substitute *ex-post facto* and *nunc pro tunc* into his (Defendant's) Answers and/or Objections to Plaintiff's Requests for Admissions is also invalid and null and void ab initio upon grounds and cause that the new verification is defective in that it is not dated by Defendant, as would be routinely required by the provisions of the Pennsylvania Rules of Civil Procedure and other Pennsylvania state statute and case law.
13. Plaintiff also argues and submits and objects that Defendant DID NOT seek leave of Court to file such new verification into a document (Defendant's Answers and/or Objections to Plaintiff's Requests for Admissions) that was served 22 days late upon Defendant, as would be required by the Court in an instance like this and under these circumstances.

WHEREFORE, for all the above reasons, Plaintiff hereby respectfully requests and prays that this Honorable Court GRANT the Plaintiff's Motion to Set Aside Praecipe, and for the Court to Order that the Defendant's Praecipe for Substitution of Verification, and the verification contained therein, is hereby set aside as null and void ab initio, and for the Honorable Court to issue an Order DENYING Defendant's request/directive for substitution of verification addressed to the Prothonotary's Office and for it to be declared invalid and DENIED

Respectfully submitted,

Dated: Dec. 24, 2008 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **Notice of Objection to Defendant's Praecipe for Substitution of Verification and Motion to Set Aside Praecipe,** are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Dec. 24, 2008 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	:
	:
RIDER FORD, INC., a/k/a RIDER FORD	:
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	:
	:
	:
Defendants	:

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Dec. 24, 2007, a copy of the attached **Notice of Objection to Defendant's Praecipe for Substitution of Verification and Motion to Set Aside Praecipe** by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Dec. 24, 2008 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

FILED
09:44a.m. 6K
DEC 26 2008
William A. Shaw
Prothonotary/Clerk of Courts
4 cc Plff

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**: Pa.R.C.P., Rule 1035.3(a)**
	:
	: Pa.R.C.P., Rule 248, Rule 1003
Defendants	**: Modification of Time**

APPLICATION TO ENLARGE TIME TO FILE PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

COMES NOW, the Plaintiff David L. Nearhood, pursuant to and under Pa.R.C.P., Rule 1003, and Rule 248, and hereby files this Application to Enlarge Time to File Plaintiff's Response and Brief in Opposition to Defendant's Motion for Summary Judgment, due Monday January 5, 2009, on grounds that, and in support of this Motion, hereby avers as follows:

1. The Defendant, Citizen's Auto Finance Corp., served his Motion for Summary Judgment on Plaintiff on 12-04-2008.
2. In accordance with Pa.R.C.P., Rule 1035.3(a), Plaintiff has thirty (30) days to file a response, or by the deadline of January 5, 2009, counting holidays and weekends.

3. The Defendant, Citizen's Auto Finance Corp., has previously filed and served a blizzard, a mountain and an avalanche of paperwork upon Plaintiff and this Court in this past 30 days or month since 11-25-2008, including this latest Motion for Summary Judgment and his Brief in Support, consisting of at least 9 motions or briefs or other type documents or requests of the Court that Plaintiff has counted, some of which is relevant to the discovery process and some of which is not, since Plaintiff served his initial set of interrogatories and requests for admissions upon Defendant and then his Motion for Sanctions and for a Determined Ruling after Defendant defaulted on timely answering the interrogatories and requests for admissions within 30 days as was required, and then sent them 22 days late without Plaintiff's permission or waiver of time.

4. Plaintiff, regardless of relevancy of the myriads of issues that Defendant has suddenly raised, analogous to sand being kicked up on the beach in one's face which unfortunately has had the effect of obscuring the immediate relevancy and priority of the discovery issues now in the forefront, must nevertheless answer or respond to up to 6 of these documents, motions, briefs or other type requests filed by the Defendant, before the scheduled hearing on January 22, 2009, to clarify these issues and in order to protect his interests.

5. Plaintiff will be unavoidably delayed and unable to timely get his Plaintiff's Response and Brief in Opposition to Defendant's Motion for Summary Judgment completed and served and filed in time by the 01-05-2009 deadline due to Plaintiff David L. Nearhood having being required to travel out of town these past several weeks and during the current holiday season, until several days after the New Year's holiday, due to his employment and business occupation schedule and commitments with several upcoming clients as a

drywall contractor.

6. Plaintiff is also operating under a distinct disadvantage as a pro se litigant and has not had and will not have sufficient time prior to and under the current deadline in the time allotted to complete the necessary complex legal research and other required tasks to properly answer the Motion for Summary Judgment plus answer or otherwise respond to the other of the 6 or so documents, pleadings or motions of Defendant as described above, and due to the reasons of required out of town occupational travel, as specifically outlined in Paragraph 5 above.
7. Plaintiff also has some required commitments to family members during the rest of the holiday season that will prevent him from completing all the required paperwork for Defendant's Motion for Summary Judgment under the current deadline.
8. Plaintiff David L. Nearhood is also a single parent sharing custody of his two minor children with their mother and this responsibility has also taken away vital time for Plaintiff to do his research and timely reply and answer Defendant's Motion and Brief.
9. Plaintiff hereby certifies that he will not have sufficient time at all due to the above factors to complete his Response to Defendant's Motion for Summary judgment and the other required paperwork before the deadline on the 5th of January 2009.
10. The Plaintiff contacted the Defendant's law office of attorney James C. Warmbrodt to attempt to obtain concurrence for this Motion, but he was unavailable and out of the office and did not reply in time before Plaintiff had to serve this Motion and go out of town again.
11. As per the provisions of the Pennsylvania Code of Civil Procedure as codified at Title 231, 231 Pa. Code, Rule 248, *Modification of Time*, and 231 Pa. Code, Rule 1003, *Waiver*

of Rules. Extension of Time, both provide that the time prescribed by any rule of civil procedure for the doing of any act or for the time within which pleadings shall be filed, may be extended by Order of Court.

12. Plaintiff also cites *Allison v. Merris*, 342 Pa. Super. 571, 493 A.2d 738 (1985) and *Slott v. Triad Distributors, Inc.*, 230 Pa. Super. 543, 327 A.2d 151 (1974) in support of his application.
13. The Plaintiff is requesting a reasonable under the circumstances fifteen (15) days enlargement of the time, for adequate time to complete and serve and file his Response and respond to the Defendant's Motion for Summary Judgment, until January 20, 2009.
14. Plaintiff hereby certifies that the said fifteen (15) day enlargement of the time period will not prejudice Defendant or any of his rights in any way.
15. Plaintiff hereby certifies that he is not filing this Application / Motion for any undue or frivolous purposes of delay, other than the causes for what has been stated here in this pleading.

WHEREFORE, the Plaintiff, due to the unavoidable delays that will and have occurred and the lack of sufficient time in being unable to timely file his Plaintiff's Response and Brief in Opposition to Defendant's Motion for Summary Judgment, as described above within the 30 day deadline, hereby humbly petitions and make application to this Honorable Court for a short extension of time of about 15 days, from the January 5, 2009 deadline until about January 20, 2009, within which to file and serve said Documents.

Respectfully submitted,

Dated: Dec. 26, 2008 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **Application to Enlarge Time to File Plaintiff's Response and Brief in Opposition to Defendant's Motion for Summary Judgment,** are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Dec. 26, 2008 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**: Pa.R.C.P., Rule 1035.3(a)**
CITIZENS AUTO FINANCE CORP.	**:**
	: Pa.R.C.P., Rule 248, Rule 1003
Defendants	**: Modification of Time**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Dec. 26, 2008, a copy of the attached **Application to Enlarge Time to File Plaintiff's Response and Brief in Opposition to Defendant's Motion for Summary Judgment**, by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Dec. 26, 2008 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

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

DAVID L. NEARHOOD Plaintiff,	:	
vs.	:	NO. 07-908-C.D.
RIDER FORD, INC., a/k/a RIDER FORD And CITIZENS AUTO FINANCE CORP. Defendants,	:	

SCHEDULING ORDER

AND NOW, this 29th day of December 2008, it is hereby ORDERED that argument on Plaintiff's Notice of Objection to Defendant's Praecipe for Substitution of Verification and Motion to Set Aside Praecipe shall be and is hereby scheduled for Thursday, January 22, 2009 **at 1:30 P.M.** in Courtroom No. 1, of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

Fredric J. Ammerman,
President Judge

FILED 1cc Plff
04:00 BOL 1223 Oak Grove Road
DEC 29 2008 Morrisdale, PA 16858
William A. Shaw 1cc Attys:
Prothonotary/Clerk of Courts Stover/Bardo
Warmbrodt

FILED

DEC 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/29/08

____ You are responsible for serving all ~~appropriate~~ parties.

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

__X__ Plaintiff(s) ____ Plaintiff(s) ~~Attorney~~ ____ ~~Other~~

____ Defendant(s) __X__ Defendant(s) ~~Attorney~~

____ Special Instructions:

UA

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**: Pa.R.C.P., Rule 1035.3(a)**
	:
	: Pa.R.C.P., Rule 248, Rule 1003
Defendants	**: Modification of Time**

ORDER

AND NOW, this 1ST day of Jan., 2009, ~~2008~~, in due consideration of the Plaintiff's APPLICATION TO ENLARGE TIME TO FILE PLAINTIFF'S RESPONSE AND BRIEF IN OPPOSITION TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT,

IT IS ORDERED that Plaintiff's Application / Motion is hereby GRANTED; and the time is hereby enlarged by a maximum of fifteen (15) days to January 20,2009 for Plaintiff to file a response to Defendant's Motion for Summary Judgment, or until the day of filing of his Response and Brief in Opposition to Defendant's said Motion, if Plaintiff files his response documents sooner than the deadline of the enlarged date given above.

By the Court,

_____,J
Fredric J. Ammerman

FILED 4CC
01:32/07 Piff-
JAN 02 2009 1223 Oak Grove Road
Morrisdale, PA 16858
William A. Shaw
Prothonotary/Clerk of Courts

FILED

JAN 02 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 1/2/09

X 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:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

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01:00:30 PM
JAN 20 2009
William A. Shaw
Prothonotary/Clerk of Courts

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

AND NOW COMES the Plaintiff, David L. Nearhood, and files this within Plaintiff's Response in Opposition to Defendant's Motion for Summary Judgment; and in support thereof, hereby avers as follows:

1. Plaintiff Admits the date and filing of the Complaint as Defendant's Exhibit 1, with the qualification and stipulation that it was a Complaint Action *Ex-Contractu* with all its legal ramifications, protections, intentions and meanings preserved and reserved by Plaintiff, and Particularly Paragraphs 6-8 of the Complaint. Plaintiff hereby incorporates all of the Complaint including the Exhibits contained therein, and particularly herein to

this Response, Paragraphs 1-9, and Paragraphs 31-62: MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF COMPLAINT, of his Complaint, as though they were cited in their entirety. The Plaintiff further admits that the Contract was executed *under those certain terms and conditions* that Plaintiff specified to Defendants, per Paragraphs 4-5, and 9 of his Complaint for Defendants to specify and to put in writing in the contracts and to supply Plaintiff, among other things, with a vehicle with a Max GVWR registration, (which was 9000 lbs, not 9500 lbs as Complaint inadvertently and erroneously specifies).

2. Plaintiff Admits the date of filing of Defendant's and the Exhibit 2 pleading he specified with the qualification and stipulation that Plaintiff objects to the validity of Defendant's Counterclaim in its entirety, due to the breach of the contracts, breach of duty, fraud, etc., by the Defendants making Plaintiff's obligation under the contract null and void ab-initio.
3. Plaintiff Admits as to the date of filing of the Reply and to Defendant's Exhibit 3. Plaintiff hereby incorporates all of the Reply to Answer, and Answer to New Matter and New Matter Pursuant to Pa.R.C.P., Rule 2252(d) and Counter-Reply to Counterclaim, and particularly herein to this Response, Paragraphs 1-54, as though they were cited in their entirety.
4. Plaintiff Admits as to Plaintiff's purchasing and financing of the said truck and to the date thereof from said Defendants with the qualification and stipulation that the Contract was executed *under those certain terms and conditions* that Plaintiff specified to Defendants, per Paragraphs 4-5, and 9 of his Complaint for Defendants to specify and to put in writing in the contracts and to supply Plaintiff, among other things, with a vehicle with a Max GVWR registration, (which was 9000 lbs, not 9500 lbs as Complaint inadvertently and

erroneously specifies). Plaintiff hereby incorporates his response in Paragraph 1 of this Response including all of the Complaint including the Exhibits contained therein, and particularly herein to this Response, Paragraphs 1-9, and Paragraphs 31-62: MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF COMPLAINT, of his Complaint, as though they were cited in their entirety.

5. Denied as stated. Plaintiff Qualifiedly Admits as to signing a Retail Installment Contract (a financing agreement) via the Creditor's or Holder's Agent, Mr. Thomas Dry, that would go to or be assigned to the promissory note lender or Holder, Defendant Citizen's Auto Finance Corp via its Seller's Assignment Clause, whereby Defendant Citizen's Auto Finance Corp. would also be bound by the provisions of the Integrated Contract to certain reciprocal terms, duties and conditions, equally and the same as to Defendant Rider Ford. Plaintiff hereby avers and solemnly declares that this was the understanding under which Plaintiff David L. Nearhood signed the two integrated agreements (Buyer's Order and Retail Installment Contract) . Plaintiff hereby incorporates his response in Paragraph 1 of this Response including all of the Complaint including the Exhibits contained therein, and particularly herein to this Response, Paragraphs 1-9, and Paragraphs 31-62: MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF COMPLAINT, of his Complaint, as though they were cited in their entirety.

6. Plaintiff Denies as untrue the Defendant's claim in his Paragraph 6 of his Motion therein. Plaintiff's cause of action was NOT ONLY based upon oral agreements by Rider Ford but also upon agreement of the material facts of written terms for Defendants Rider Ford and Citizen's Auto finance Corp. to supply the GVWR into the blank spaces into the agreements and supply Plaintiff with a vehicle with the max GVWR, whereby

Defendant's agreed explicitly to those terms (in the case of Rider Ford), and implicitly (in the case of Citizen's Auto Finance Corp. through being bound by the integrated contracts case law and fiduciary duty via case and statute law and by the provisions and terms within the contract agreements themselves to examine the paperwork to see that it is in order for correctness and completeness, without mistakes or omissions, and to take corrective action as necessary). Plaintiff hereby notes that in his previously filed **"NOTICE OF CORRECTION OF RECORD AND AMENDMENT TO PLAINTIFF'S PLEADING" at Paragraph 5,** that he previously gave notice at lines 1 through 3 in the top of his ***Reply Brief to Defendant Rider Ford, Inc.'s Brief in Support of Preliminary Objections***, Page 9, that he had an inadvertent clerical error in his Complaint where he stated that the phrase "tampered with" should have read "omitted". This refers to the Plaintiff's Complaint at Paragraph 24, therein. In that notice, Plaintiff had an inadvertent clerical error where he misspelled the word for "inadvertent" as "inadvertsant". The word was corrected and amended by Plaintiff and Plaintiff gave instructions that all parties should denote the change so that the sentence would correctly read "**The Plaintiff had an inadvertent error in his complaint where he said the Defendant tampered with the GVWR results. The word for "tampered with" should have been "omitted" as was** intended". The original Paragraph 24 in the Complaint read "On or about May 9, 2007, the Plaintiff, in order to gain more evidence to the end of proving his claims in Paragraphs 1 thru 23, *supra*, of this Complaint, and to help prove his case that the dealer **tampered with** the weight results and gave him inaccurate ratings...", but the original should read "On or about May 9, 2007, the Plaintiff, in order to gain more evidence to the end of proving his claims in Paragraphs 1 thru 23, *supra*, of

this Complaint, and to help prove his case that the dealer **omitted** the weight results and gave him inaccurate ratings...", *ibid.* Plaintiff herein gives notice of his Notice of Correction of Record and Amendment of Plaintiff's Complaint at Paragraph 24, filed with this Court, whereby Plaintiff has amended the words "tampered with" to read the word "omitted" due to inadvertent error. The Plaintiff stated **both oral and written causes of action** relative to the GVWR agreement meant to be implemented between the parties in Paragraphs 9, 10, 1, 12, 13 and Paragraph 24, as amended, and Paragraphs 26, 36, 38-39, 60, 42-60 of Plaintiff's original Complaint. As shown above, Plaintiff hereby incorporates Paragraphs 1- 54, and particularly, Paragraph 30 of his Reply to Answer, and Answer to New Matter and New Matter Pursuant to Pa.R.C.P., Rule 2252(d) and Counter-Reply to Counterclaim, Exhibit 3 of Defendant's Motion, as though they were cited in their entirety. **Plaintiff gives judicial notice and directs the Court's attention to Paragraph 6, 9, 11, 13, and Paragraph 24 as amended, and *Paragraphs 26, 36, 38-39, 60, 42-60* of Plaintiff's Complaint, where therein the Court may clearly see that the Plaintiff discussed specific evidence and arguments of facts of the case and factual issues regarding Count 1 of the Complaint where the Plaintiff built upon his case and the COA of mistake, accident and fraud of OMISSIONS OF TERMS OF THE WRITTEN AGREEMENT that Plaintiff and Defendant had, and that this Court has upheld regarding breach of contract, contract fraud/misrepresentation with respect to the omissions of the GVWR as a term of the agreement from the documents and the COA referenced above in Paragraphs 9 and 11 of this Reply, of the finance company's/the bank's failure to act in good faith.**

7. Plaintiff qualifiedly Admits Defendant's assertion in Paragraph 7 of his Motion as to both

Exhibit A and Exhibit B attached to Plaintiff's Complaint as being fully integrated agreements that contain a clause that specifically state that the terms and conditions therein are not subject to modification by oral agreement, ***however Plaintiff Denies the truth of that allegation that the terms and conditions therein are not subject to modification by oral agreement or that that clause applies to Plaintiff's Agreements, in the instant case***. Plaintiff hereby incorporates Paragraphs 1-6, *supra*, of this Response as though they were cited in their entirety. By way of further reply, Plaintiff categorically states that he has previously cited case law in his favor in his Complaint and in his previous responses to both Defendants' preliminary objections that provide exceptions under certain circumstances wherein said agreements are subject to modification of the written agreements, or the no oral modification clause is otherwise null and void and not enforceable under such circumstances. Plaintiff cited facts that he met those certain parol exceptions to the normal rule, and that the clauses were or should be held unenforceable under his circumstances of the material breach of the written agreement, of the fraud, mistake, omission, misrepresentation, etc., that did occur in conjunction with the oral agreements in Plaintiff's case. Plaintiff hereby incorporates by reference Paragraphs 10-11, 15, 18-19, 23, 26, 31-34, 36, 40, 46, 51, 59, and 60 of his Complaint in support of his COA of fraud, breach of contract, breach of duty, etc., as though cited herein in there entirety. In the instant case, facts and the application of case law to fact were cited at Paragraph 59 and 60 of the Complaint based upon the agreements the Plaintiff signed where he affirmatively declared and laid claim against Defendants that they stand in a fiduciary relationship to the Plaintiff and thus had a duty to speak and an obligation not to remain silent, as they each had a common security interest with the vehicle insurance,

title, licensing and registration of the secured collateral property. Furthermore, in this instant case, the Plaintiff affirmatively declared and laid claim against Defendants in Paragraph 60 of the Complaint with assertions of fact and the application of case law to the facts that they knowingly made a failure to disclose the facts concerning the GVWR issue, and in the alternative if they did not knowingly fail to do so, then the fact that omission of the facts concerning the GVWR issue is material matter to the transaction and makes the misrepresentation still fraudulent even if innocently made. **Concerning the facts of the instant case and the application of the law to the facts as they apply to the Plaintiff with respect to fully integrated agreements and the legal exceptions to the no oral contracts modification clause, and that would apply to the Plaintiff in the instant case, the Plaintiff herein incorporates Paragraph 3 of his Response to the Preliminary Objections of Defendant Citizens Auto Finance Corp., as though they were cited in their entirety.**

8. Plaintiff Qualifiedly Admits but also Denies Defendant's assertion in his Paragraph 8 of his Motion, that Plaintiff's cause of action would require parol evidence to modify fully integrated written agreements. Plaintiff hereby incorporates Paragraphs 1-7 of this Response herein, as though they were cited in their entirety. By way of further reply, Plaintiff states and admits that on the one hand, although Plaintiff has plenty of evidence that he had oral agreements and representations with the Defendant(s) regarding the GVWR and other issues as to a fraudulent action or breach, misrepresentation, etc.; at the same time on the other hand, Plaintiff is not relying and categorically rejects any implication as Defendant is incorrectly implying, that Plaintiff has only just oral agreements alone to show that the modification clause is invalid in this case and should

be modified. Plaintiff, on the other hand, in Denying Defendant's assertion in his Paragraph 8 of his Motion, is maintaining that in fact, he is not relying on the oral agreements or parol evidence at all in any inappropriate or impermissible way, since Plaintiff has also alleged in his Complaint and there exists in fact that there was fraud, accident or mistake, in the execution of the written contract, i.e., that a material term was fraudulently, accidentally or mistakenly omitted from the contract, as sufficient cause for Plaintiff to maintain and prosecute the Complaint.

9. Plaintiff Denies Defendant's allegation that a party may not use parol evidence to modify a fully integrated written agreement in Pennsylvania. Plaintiff hereby incorporates Paragraphs 1-8 of this Response herein, as though they were cited in their entirety. By way of further reply, Plaintiff hereby avers that, to the contrary, it is well established case law in Pennsylvania that parol evidence may be introduced in certain exceptions based on a party's claim that there was fraud, accident or mistake, in the execution of the contract, i.e., that a term was fraudulently, accidentally or mistakenly omitted from the contract. In the instant case, Plaintiff has done just exactly that and averred that there was indeed fraud, accident or mistake in the execution of the contract, in that a required term, i.e., the GVWR, was omitted from the contract. Plaintiff also stated and showed that the Defendant has willfully ignored and failed to take into account the voluminous COA's of fraud at the initial outset of the Contract in the signing and execution (or the failure of execution) that Plaintiff cited in his original complaint at Complaint, Paragraphs 6, 24, 26, 36, 38-39, 60, 42-60, whereat Plaintiff discussed matters more than just oral agreements in the Complaint regarding the omissions by fraud, accident or mistake of the GVWR, and in support of his contentions, Plaintiff hereby incorporates these aforesaid

Paragraphs from his Complaint therein, as though cited in their entirety. In further support of Plaintiff's contentions, Plaintiff also hereby incorporates Paragraphs 1-3 from his Reply Brief to Defendant Rider Ford, Inc.'s Brief in Support of Preliminary Objections therein, as though cited in their entirety, where he cited the lead Yocca case and the Bardwell case from the Pennsylvania Supreme Court in support of Plaintiff's COA and contentions regarding the parol evidence rule and its exceptions of allowed use.

10. Plaintiff Denies Defendant's statement in his Paragraph 10 of his Motion as ludicrous and complete nonsense without foundation that all of the other matters complained of in Plaintiff's Complaint are allegedly based on acts or omissions of Rider and allegedly are entirely outside of the scope of the signed agreements. Plaintiff hereby incorporates Paragraphs 1-10 of this Response herein, as though they were cited in their entirety. By way of further reply on the other hand and, to the contrary of Defendant's assertion, Plaintiff has maintained and shown in his Complaint and other Pleadings, for example, that Defendant Citizen's Auto had a fiduciary duty as a Holder and Assignee and Lender/Creditor of a debt promissory note and retail installment agreement, as well as a general duty in Law, to certain reciprocal terms and conditions and obligations or duties in the integrated Agreements; and Plaintiff, (by numerous cites of law and statutes, both Federal and State law), also showed that Defendant was also mutually bound towards the Plaintiff and the Defendant Rider Ford per said case law, statute law and per terms of the integrated contract agreements. The agreement was NOT simply the Defendant to just loan money to finance a vehicle, and then just simply sit back and do nothing but collect money back from the Plaintiff with interest in an installment agreement. **The Defendant had MORE duties than just that under the agreement, in spite of any duties Plaintiff**

may have had to pay on the note PRIOR to the breach and breach of duty by the Defendant of the contract.

11. Plaintiff Denies and objects to Defendant's allegations in his Paragraph 11 of his Motion that "as a Holder in Due course, Citizens cannot be bound by acts or omissions of Rider that are entirely outside the scope of the Agreements", as yet more prevaricating and distortions and twisting of the facts, as the Plaintiff has only specified and described in his Complaint and other pleadings he submitted to and filed with the Court actions and omissions that are the ***legitimate*** subject matter of the duties and responsibilities that the Defendant has as the Assignee in the Seller's Assignment Clause, together with the "NOTICE" clause wherein it states "ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT **IS SUBJECT TO ALL CLAIMS AND DEFENSES** WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OR GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR". Plaintiff hereby incorporates Paragraph 12 of his Complaint and Paragraphs 1-10 of this Response herein, as though they were cited in their entirety. As the paperwork and pleadings of the Plaintiff show, Plaintiff has consistently pleaded and included specific relevant facts and circumstances bearing on acts or omissions of Citizen's Auto Finance Corp. that are entirely **inside** the scope of the Agreements and Defendant's specified duties therein as to Defendant's liability to breach and/or fail to perform them and Plaintiff has cited much case law and applicable facts of the case, in support of Plaintiff's position thereto, as they apply to the Plaintiff and the Defendant(s). Plaintiff hereby incorporates Paragraph 36 and 40 of his Complaint therein, as though they were cited in their entirety. Plaintiff by further reply,

hereby avers that it is well established in Pennsylvania law that under the Motor Vehicle Sales Finance Act, any defense a buyer of a motor vehicle may have against vehicle's seller is also effective against the financing agency; and the Plaintiff hereby further avers that the bank and finance company, Citizens Auto Finance Corp., also had an adhesion contract and fiduciary relationship with Plaintiff David L. Nearhood for which they were mutually bound under the agreements it allegedly executed with the Plaintiff, to be morally and legally obligated to honor and perform their part of the obligation, same as goes for the Dealer and Seller, Rider Ford, Inc.

12. **The Plaintiff DENIES Defendant's allegation in Paragraph 12 of his Motion that in Plaintiff's Complaint it allegedly fails to state a cause of action against him. And furthermore, contrary to Defendant's assertions that there is no clear specific cause of action (COA), Plaintiff replies on the other hand to the contrary, that** *the Plaintiff has asserted a very clear prima facie case* Cause of Action for Breach of Contract and/or Breach of Duty by the Defendant in Plaintiff's original Complaint as outlined in Paragraphs 1-12, et seq. and in this Response, supra, arising from the Bank's (Citizens Auto Finance Corp) failure to Act in Good Faith. ***First***, there was the existence of a contract between the parties, *ibid*, Exhibit B, Complaint. ***Second*** there was the presence in the contract, express or implied, a term obligating the Defendant to act in good faith, namely the terms of the Installment notes payable and the Assignee clause contained within the Contract, establishing the fiduciary relationship of creditor to buyer. ***Third***, the Defendant failed to act in good faith firsthand and was negligent or in breach of duty in that he was absent at signing of Buyer's Order by Dealer and Plaintiff, and was not available either shortly before or even thereafter, as a Holder in Due Course, to exercise

fiduciary responsibility, and the Defendant never signed his contract himself, and failed to exercise his fiduciary responsibilities towards Plaintiff or Defendant Rider Ford in oversight of the contract to assure execution of same was completed to fix omissions of weight info and blanks on contract forms including his own Retail Installment Contract throughout the duration of time since the signing between Dealer and Buyer. ***Fourth***, there were clear damages to the Plaintiff, as he originally outlined in his Complaint as a result. ***Fifth***, a causal relationship existed between the Defendant Citizens Auto Finance Corp.'s breach and the Plaintiff damages, wherein the damages of loss of investment monies and expenses outlaid in purchasing the truck, as well as loss of income to Plaintiff and other damages, including but not limited to Plaintiff being required to maintain insurance premium fees and storage costs on the truck while not being able to register, use and have a vehicle with a usable GVWR, all occurred and ensued, in that Plaintiff, as a result, was not legally able to drive the truck and haul loads in his business or occupation due to Defendant's failure to exercise his oversight responsibilities in due diligence over the Dealer via the financing agreement and see to it that all proper and required paperwork was filled out correctly with a usable weight classification for the truck per manufacturer's specifications and state and federal legal requirements. Plaintiff, as he asserted in the Complaint at Paragraphs 11-12, et al, established this prima facie case against Defendant Citizen's Auto Finance Corp. by elaboration of the facts and circumstances that applied.

13. Plaintiff qualifiedly Admits Defendant's assertion in Paragraph 13 of his Motion that he intended to convey a security interest in the vehicle to Citizen's pursuant to the terms of the Retail Installment Contract, but subject to his stated requirement that he receive

possession of said vehicle with a max GVWR so that he could use the truck in his business, but almost immediately and shortly thereafter of signing the agreement, Plaintiff discovered the material breach of the term by omission, whether by fraud, mistake or accident, of the contract agreements' provisions in the execution of the contract agreements by the Defendant's as specified and described therein in his Complaint and as Plaintiff's has previously stated his position, this had made said contract agreements null and void ab initio and thereby Plaintiff Denies said attempted security interest's conveyance to Plaintiff was valid and had failed; and among other breaches Plaintiff specified of failure to deliver correct owner's manual and the odometer misrepresentations, and the misrepresentations to Plaintiff on the vehicle registration, etc Plaintiff hereby incorporates his Responses in Paragraphs 1-13, inclusive in this Response and Particularly Paragraphs 1 and 2 in this Response to Defendant's Motion, as though they were cited in their entirety.

14. Plaintiff's Admits with qualifications and stipulations in reserving and without waiving any or all of his other responses herein, that Defendant's Exhibit 2 attached to his Motion therein, appears to be a true and correct copy of the Certificate of Title dated March 2, 2007 and issued by the Commonwealth of Pennsylvania for the subject vehicle, which Title appears indeed to names Citizen's as the first lienholder, subject to Plaintiff's previous objections and reservations as to contract breach and validity.

15. Plaintiff Denies as untrue and prevaricating and distorting and attempting to twist and confuse the dates, in reserving and without waiving any or all of his other responses herein, to Defendant's averment in his Paragraph 15 of his Motion, that Defendant allegedly served his Request for Admissions upon the Plaintiff on April 11, 2008.

Plaintiff avers that in spite of indicated service date of April 10, 2008 on the Requests, that Plaintiff actually certified the postmark of service on his office meter mail stamp at April 14, 2008, while Defendant actually dropped it off in the mail at the post office on April 14, 2008, and Plaintiff did not receive the Defendant's Requests for Admissions at April 16, 2008. Plaintiff called Defendant's attorney James Warmbrodt and informed him that he did not actually receive the document until April 16, and Plaintiff responded to Defendant's requests at 27 days later as Plaintiff shows in Paragraph 16, *infra.* Plaintiff further avers that Defendant alleges he served his said Requests for Admissions on April 10, 2008, however Defendant's Exhibit 4 in his Motion is a true and correct copy of same.

16. Plaintiff Denies as untrue, in reserving and without waiving any or all of his other responses herein, to Defendant's averment in his Paragraph 16 of his Motion that Plaintiff served his Response to the Request for Admissions upon the Defendant on May 20, 2008. Plaintiff avers that Plaintiff actually served upon Defendant his Responses/Answers to Defendant's Requests for Admissions on May 13, 2008.

17. Plaintiff Denies and hereby Objects to Defendant's characterizations as stated of Plaintiff's Answers in his Response to Request for Admissions of "*Plaintiff either admitted , or gave non-responsive answers* that fail to deny every material fact comprising the necessary elements of Citizens' causes of action" in Defendant's Exhibit 5", as false, and prevaricated and constituting a distortion of the true facts. To the contrary of Defendant's averments in his Paragraph 17 of his Motion and as an examination of the Plaintiff's answers will show, the Plaintiff either admitted or denied all of the requested answers with complete qualifications or explanations to Plaintiff's answers, supplied to each and every answer and request of the Defendant, and Plaintiff, as

the record will show at Defendant's Exhibit 5, and at Plaintiff's Response in the Paragraphs 18-22, *infra*, herein, Plaintiff supplied, and supplied thorough responsive complete admissions or denials or partial admissions and partial denial as elaborated upon to the requests to supply responsive truthful answers and indicating Plaintiff's position, to the Defendant. Plaintiff hereby further admits that Defendant's Exhibit 5 in his Motion is a true and correct copy, and the same, of Plaintiff's Answers in his Response to Request for Admissions.

18. Plaintiff has Admitted with stipulations and qualifications the Defendant's Request No. 1 in Paragraph 18 of his Motion therein that Plaintiff signed the Retail Installment Sale contract on December 30, 2006, that "Exhibit "1" IS NOT the true and correct and **complete** integrated contract agreement in all its parts integrated or integrating with the Retail Installment Sale Contract part that Plaintiff signed. It (Exhibit "1") is missing the Buyer's Order (Agreement), attached as Plaintiff's Exhibit "2", which is the other part integrated with the Retail Installment Sale Contract as the entire whole agreement, for which Plaintiff hereby gives notice that his answers legally MUST be considered in context with the whole agreement, and NOT just a part of same", and that Plaintiff's Answers in Defendant's Request No. 1 speak for themselves.

19. Plaintiff' Qualifiedly admits Defendant's averment in Paragraph 19 of his Motion therein that he took physical possession of the vehicle on December 30, 2006, but as Plaintiff has stated in his Answer to Defendant's Request No. 2, Plaintiff DID NOT have legal possession of the vehicle on the title and registration within 20 days as required by law in violation and breach of the agreement until after March 2, 2007, and that Plaintiff's Answers in Defendant's Request No. 2 speak for themselves.

20. Plaintiff Denies Defendant's assertion as erroneously and incorrectly stated, and further Denies that he has made any such admission as Defendant claims of agreeing to pay the 84 installments of $349 under the conditions that then existed because there was an initial breach of contract by Defendants on the max GVWR term, the contract was null and void ab initio, there was no contract agreement and it was not completed nor consummated because of said breach and because Defendant Citizen's Auto failed to secure his signature to the agreement., and due to their being no contract agreement then in place (due to the contract breach), and that Plaintiff's Answers in Defendant's Request No. 3 speak for themselves.

21. Plaintiff Denies Defendant's assertion as erroneously and incorrectly stated, and further Denies that he has made any such admission that any payments were "required", and that Plaintiff's Answers in Defendant's Request No. 4 speak for themselves that NO payments were required due to their being no contract agreement in place (due to the contract breach), and therefore the valid reason that Plaintiff later timely rescinded the contracts under the U.C.C. and applicable state and Federal law..

22. Plaintiff Qualifiedly Admits and stipulates at Defendant's averments at Paragraph 22 in his Motion, therein, viz, that "Plaintiff agreed to finance the sum of $22,102.50 plus interest at rate of 8.4% per annum from December 30, 2006, plus reasonable attorney's fees and court costs", as previously stated by this Plaintiff, that said agreement was subject and contingent upon, as Plaintiff has indicated throughout his Complaint and all his other pleadings, to Plaintiff's obtaining and conditioned upon as Plaintiff made very clear at the initial outset to the Dealer and by extension the Holder via submission of the contract agreements and paperwork to him, when he bought the vehicle, a valid contract

without any breach or fraud, mistake, accident or omission of the all-important term and provision in the agreements to promptly supply Plaintiff with a vehicle with a max GVWR rating in the contract and on the title and registration cards and documents, so that Plaintiff could use said vehicle in his occupation. The vehicle is now useless and has cost Plaintiff considerable loss of money because of the Defendants' failure and breach to specifically perform to this simple obligation of the respective duties each Defendant had in this most critical matter, and of this most reasonable request of Plaintiff. The Defendant Citizen's Auto has previously indicated and pointed out that the Dealer wrote in the buyer's order contract, whether on purpose or by inadvertant habit in the Dealer dealing with most buyers for personal purposes, that the vehicle was allegedly being bought for personal purposes and not for business purposes, however the Plaintiff herein avers and solemnly declares and now categorically rejects that assertion as an inadvertant or otherwise purposeful typo error or oversight of Dealer that Plaintiff failed to notice at the time, and Plaintiff herein further declares that such error or mistake is not binding upon him and Plaintiff herein declares and reserves all of his rights *NUNC PRO TUNC* under the U.C.C. and contractual law to retain his right of designation and purposes of purchasing said vehicle for commercial purposes. Moreover, the Plaintiff already owns a small size economical personal automobile for traveling for personal purposes around town after hours on business and weekends, and there is no valid reason for anyone or either of the Defendants to reasonably assert or posit that Plaintiff, as a drywall contractor who needed a large truck in his business, and would reasonably claim that his purchase of the large size gas hogging commercial truck that Plaintiff wanted to haul business loads, was for personal non-work purposes for Plaintiff to travel around .

23. Plaintiff DENIES Defendant Citizen's Auto statement in Paragraph 23 of his Motion therein, namely that Plaintiff has failed to aver any facts that would establish a meritorious defense to Defendant's claim that Plaintiff owes any balance on the breached void ab-initio and now rescinded contract. Plaintiff herein now incorporates Paragraphs 1-22 of this Response herein, as though cited in their entirety. Plaintiff, by way of further reply, avers and objects to Defendant's conclusion of law that he has extensively documented his facts on the material breach of contract and material breach of duty by Defendants such that the no oral agreement modification clause of the contract can be set aside per Pennsylvania case law Plaintiff cited in this instance and per the provisions of further Pennsylvania case law Plaintiff also cited, held to be unenforceable and such that it would make the contract agreements null and void ab initio for fraud, mistake, material misrepresentation constituting fraud, accident and for omission of a required term of the contract. Furthermore, Defendant has failed to act and initiate good faith negotiations with the Plaintiff on the Complaint and negotiating for the return of possession of the vehicle, and other issues, as Plaintiff has previously indicated he is willing to do, especially given the circumstances of breach of the contract and/or breach of duty by Defendant.

24. Plaintiff Denies categorically Defendant's assertion that there exists no genuine issue of any material fact as to a necessary {element}sic which could be established by additional discovery or expert report, and in further establishing triable evidence of facts or opinions of facts and the applicable law behind the facts regarding the breach of contract claim, and Plaintiff' also categorically Denies that Citizens is entitled to a rush to judgment in its favor as a matter of law, not without going to trial or at least to attempt in good faith to

reach a settlement agreement and to complete discovery in good faith with the Plaintiff on the Complaint and negotiating for the return of possession of the vehicle as Plaintiff has previously indicated he is willing to do, given the circumstances of breach of the contract by Defendant. Plaintiff objects that there is otherwise valid discovery that is still outstanding and Pennsylvania law in the rules of Civil Procedure for discovery, does not permit summary judgment to be obtained while there is still outstanding discovery, which Defendant in another previous pleading indicated supposedly sincerely that he is willing to do to resolve any remaining differences of facts with the Plaintiff. The Defendant's Motion for Summary Judgment must fail with prejudice on just this ground alone, since there does exist triable evidence and evidence of facts and more outstanding discoverable relative to the breach of contract, fraud, misrepresentation, etc. averred by Plaintiff in his Complaint. Furthermore, Plaintiff hereby objects that Defendant is making the same arguments for dismissal of the Complaint of the breach of contract claim, fraud, misrepresentation, etc., which this Honorable court has indeed already previously rejected in Defendant's Preliminary Objections when it ruled the Complaint was substained in part such that it should go forward.

WHEREFORE the Plaintiff for all the above reasons, and in the interests of Justice, hereby respectfully requests of this Honorable Court that Defendant's Motion for Summary Judgment be **DENIED WITH PREJUDICE**; and that pending the outcome of a Trial or Settlement Conference, Plaintiff also respectfully requests of this Honorable Court that Defendant's requests for an order dismissing Plaintiff's Complaint against Citizens with Prejudice and granting Summary Judgment entered in favor of Citizen's and against the Plaintiff, David L.

Nearhood, for possession of the 2006 Ford Truck bearing VIN # 1FTNF21506EB63026 and for contractual damages in the amount of $22,102.50, plus interest at the rate of 8.49% per annum from December 30, 2006, plus attorney's fees of $1500.00 and costs, be also **DENIED**.

Respectfully submitted,

Dated: Jan. 20, 2009 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **Plaintiff's Response in Opposition to Defendant's Motion for Summary Judgment**, are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Jan. 20, 2009 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Jan. 20, 2009, a copy of the attached **Plaintiff's Response in Opposition to Defendant's Motion for Summary Judgment**, by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Jan. 20, 2009 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

FILED 4cc
01:52 BDL Plff
JAN 20 2009
William A. Shaw
Prothonotary/Clerk of Courts

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

NOTICE OF AND SUPPLEMENTAL EVIDENTIARY EXHIBITS NO. 1

COMES NOW the Plaintiff in this Action, David L. Nearhood, and hereby submits this **Notice of and** the attached **Supplemental Evidentiary Exhibits No. 1** documents that are to be submitted into evidence in this case for both the Court and for the Jurors in the Jury trial as Plaintiff previously notified all parties he desires in his Notice and Demand for Jury Trial, all in support of Plaintiff's **Complaint**, and to help prove his case of fraud, breach of contract, negligence, etc., including but not limited to the following Exhibits attached to this Notice: (1). **Certified Title History and Certified Odometer Document - Exhibit S-1**; (2). **Federal Consumer Information Regulations - Exhibit S-2**; and (3). **Investigative and Enforcement Procedures - Exhibit S-3**.

Respectfully submitted,

Dated: Jan. 20, 2009 by David L. Nearhood

David L. Nearhood, *in propria persona*
Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **Notice of and Supplemental Evidentiary Exhibits No. 1,** and in **the attached Supplemental Evidentiary Exhibits,** are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: JAN. 20, 2009 by David L. Nearhood

David L. Nearhood, *in propria persona*
Plaintiff

TABLE OF CONTENTS
(Supplemental Evidentiary Exhibits)

Exhibit #	Description
Exhibit S-1	**Certified Title History and Certified Odometer Document** *(Title History and MV-1 Document Defendant Rider Ford Filed with Harrisburg State DMV and that Defendant Citizen's Auto Finance Corp. Accepted Showing Evidence of Defendant Breach and Fraud and Negligence, etc., in Altering Registration GVWR from 9000 lbs Max Rating as Originally Agreed Between Plaintiff and Defendant Rider Ford to 7000 lbs, as found on Page S-1.5 of Exhibit at top of Page, and Other Alterations from Plaintiff's Original MV-1 Exhibit C as Filed in Complaint.)*
Exhibit S-2	**Federal Consumer Information Regulations** *(Federal Consumer Information Showing Laws and Regulations Requiring Dealer to Give Correct Vehicle Owner's Manual and Other Information to Consumer upon Purchase of Motor Vehicle.)*
Exhibit S-3	**Investigative and Enforcement Procedures** *(TSA Investigative and Enforcement Procedures Showing Legal Provisions Applicable to Motor Vehicles and Dealers .)*

Exhibit S-1

Certified Title History and Certified Odometer Document

(Title History and MV-1 Document Defendant Rider Ford Filed with Harrisburg State DMV and that Defendant Citizen's Auto Finance Corp. Accepted Showing Evidence of Defendant Breach and Fraud and Negligence, etc., in Altering Registration GVWR from 9000 lbs Max Rating as Originally Agreed Between Plaintiff and Defendant Rider Ford to 7000 lbs, as found on Page S-1.5 of Exhibit at top of Page, and Other Alterations from Plaintiff's Original MV-1 Exhibit C as Filed in Complaint.)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
SAFETY ADMINISTRATION
HARRISBURG, PA 17123
10/23/07

DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 16858-0000

072960703000123 001

CERTIFICATE & ATTESTATION

I hereby certify that Anita M. Wasko, Director of the Bureau of Motor Vehicles of the Department of Transportation, is the legal custodian of the Motor Vehicle Records of the Pennsylvania Department of Transportation.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THIS DEPARTMENT ON THE ABOVE DATE IN ACCORDANCE WITH SECTION 6103 OF THE JUDICIAL CODE, TITLE 42, PA. Consolidated Statutes.

Allen D. Biehler

SECRETARY OF TRANSPORTATION

I hereby certify that the documents attached hereto are full, true and correct photostatic, microfilm or printed copies of documents or electronically stored information of which I have legal custody and that the copies conform to the requirements of 6109 of the Judicial Code. Sales tax information is redacted from applications for certificate of title in accordance with the Act of April 9, 1929, P.L. 343, as amended, 72 P.S. Section 731.

TITLE: 64314264
TAG : YFV1763
VIN : 1FTNF21506EB63026

CERTIFIED IN ACCORDANCE WITH SECTION 6103 OF THE JUDICIAL CODE, TITLE 42, PA. Consolidated Statutes.

Anita M. Wasko

ANITA M. WASKO, DIRECTOR
BUREAU OF MOTOR VEHICLES

5-1.1

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
VEHICLE RECORD ABSTRACT
10/23/07
PAGE 1

072960703000123 001

OWNER : DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 16858

LESSEE : NONE

TITLE NUMBER	: 64314264		
TAG NUMBER	: YFV1763	TITLE DATE	: 03/02/07
VIN	: 1FTNF21506EB63026	REGISTRATION EXPIRY DATE	: 04/07
		BODY TYPE	: TK
MAKE	: FORD	ODOMETER READING	: 15*
MODEL	:	*ACTUAL MILEAGE	
RENEWAL WID	: 061211467000066 001	DUPLICATE TITLE COUNT	: 0
PREVIOUS TAG	:	VEHICLE YEAR	: 2006
LIENS	: YES	STOLEN DATE	:
STOPS	: NO		

TITLE BRAND INFORMATION

NO TITLE BRANDS EXIST FOR THIS TITLE

ADDRESS CORRESPONDENCE TO:
DEPARTMENT OF TRANSPORTATION
VEHICLE RECORD SERVICES
PO BOX 68691
HARRISBURG, PA 17106-8691

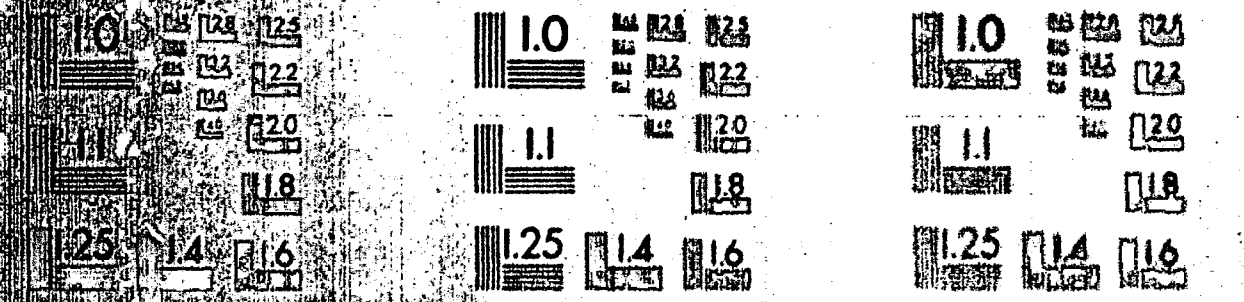
INFORMATION: (8:00 AM TO 6:00 PM)
IN STATE 1-800-932-4600
OUT-OF-STATE 717-412-5300
TDD IN STATE 1-800-228-0676
TDD OUT-OF-STATE 717-412-5380
WWW.DOT.STATE.PA.US

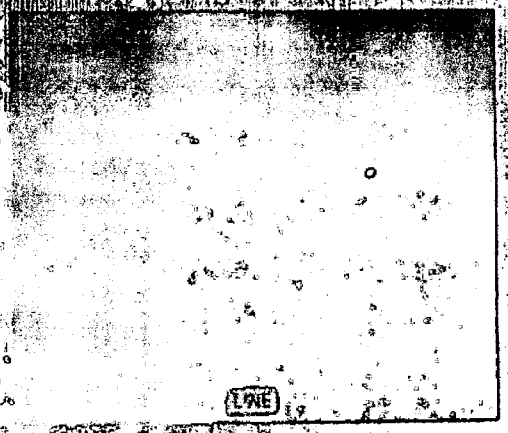
S-1.2

070036 0010 0016747 24

DOCUMENT SEPARATOR

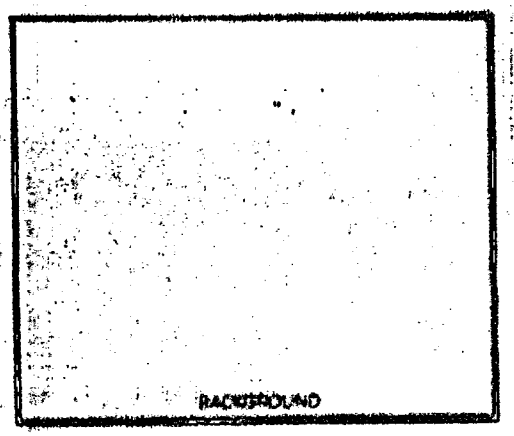
MV-127 (01-02)





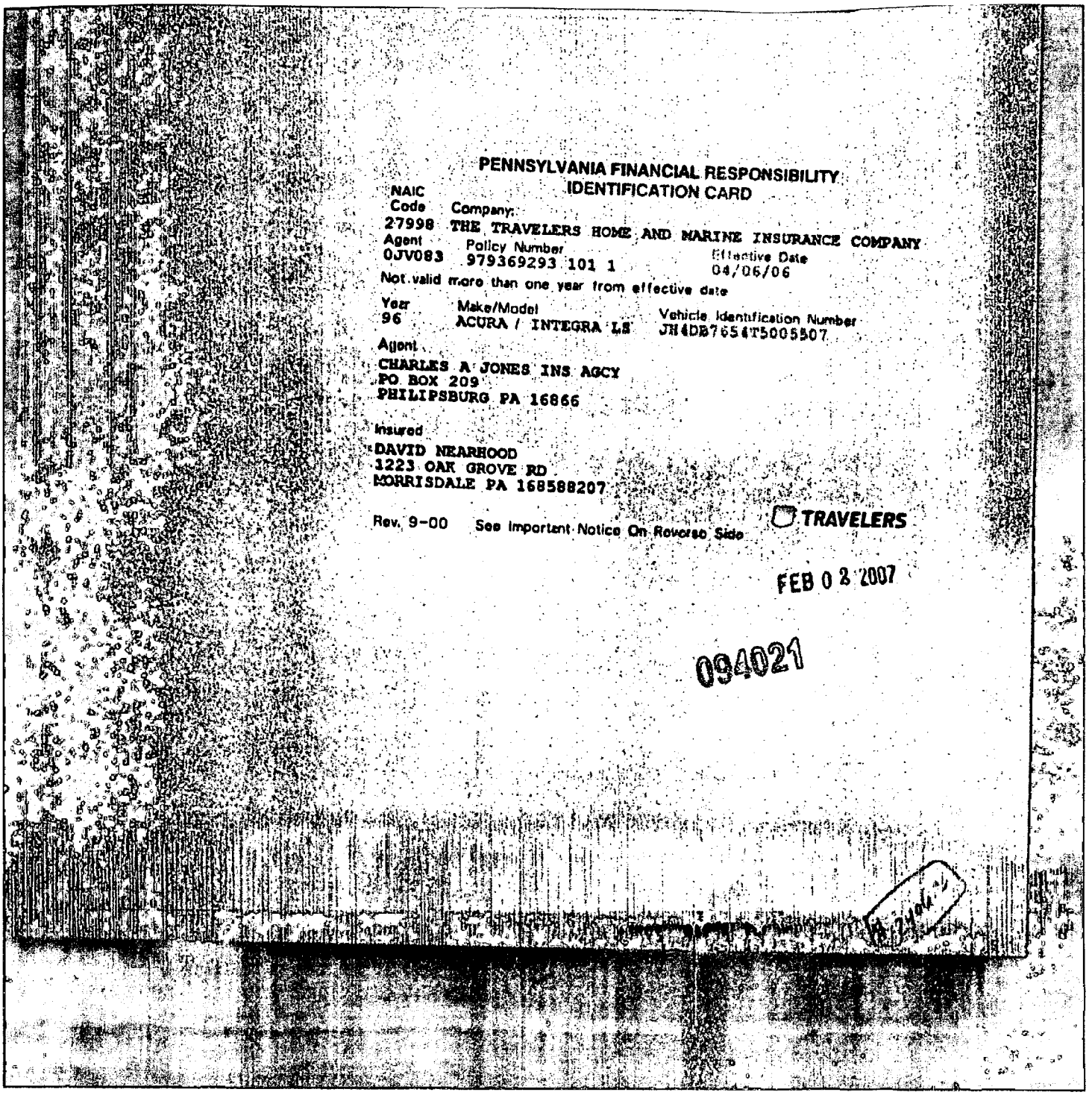






FEB 0 2 2007

034021



PENNSYLVANIA FINANCIAL RESPONSIBILITY IDENTIFICATION CARD

NAIC Code: 27998
Company: THE TRAVELERS HOME AND MARINE INSURANCE COMPANY
Agent: 0JV083
Policy Number: 979369293 101 1
Effective Date: 04/06/06

Not valid more than one year from effective date

Year	Make/Model	Vehicle Identification Number
96	ACURA / INTEGRA LS	JH4DB7654T5005507

Agent
CHARLES A JONES INS AGCY
PO BOX 209
PHILIPSBURG PA 16866

Insured
DAVID NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 168588207

Rev. 9-00 See Important Notice On Reverse Side

TRAVELERS

FEB 0 8 2007

094021

S-1.4

No. 257208

97036 3040 www.dmv.state.pa.us

MV-1 (6-09)

1 TAX / FEES

VEHICLE IDENTIFICATION NUMBER (VIN). IF TRACING REQUIRED, TAPE SECURELY TO REVERSE OF THIS COPY
1FNF21506ERB3026

BODY TYPE (SDN, TK, SUB, ETC.)

MODEL YEAR

DIN/MECHANIC #
85-9661RI

AUTHORIZED MOTOR VEHICLE INSPECTION MECHANIC (PRINT NAME)
DAVID RIDER

SIGN HERE

LAST NAME (OR FULL BUSINESS NAME)
FIRST NAME
MIDDLE INITIAL
DATE ACQUIRED PURCHASED

CO-OWNER

DEALER ID NUMBER (IF APPLICABLE)

ADDRESS
CITY
STATE
ZIP
COUNTY CODE
17

NOTE: If co-owner other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE ☐ Otherwise, the title will be as "Tenants In Common" (On death of one owner, interest of deceased owner goes to his/her heirs or

REFER TO COUNTY CODES LISTED ON REVERSE SIDE OF YELLOW COPY

IF VEHICLE IS TO BE USED AS A DAILY RENTAL OR LEASED VEHICLE, CHECK THIS BLOCK ☐ IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-8.

☐ IS NOT WITHIN THE AMOUNT OF MILEAGE IN EXCESS OF THE MECHANICAL LIMITS

☐ IS NOT THE ACTUAL MILEAGE WARNING: ODOMETER DISCREPANCY

FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THIS TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT

ODOMETER READING
TENTHS
1 ☒

1ST LIEN DATE: 12/30/2006 → IF NO LIEN, CHECK ☐
1ST LIENHOLDER: CITIFINS AUTO FINANCE CO
STREET: PO BOX 25587
CITY: LEHIGH
STATE: [illegible] ZIP: 18002
FINANCIAL INSTITUTION NUMBER: 0150012001
IF THIS IS A LEASE, CHECK HERE ☐ NOTE: FIN IS REQUIRED

2ND LIEN DATE: → IF NO LIEN, CHECK ☐
2ND LIENHOLDER
STREET
CITY
STATE
ZIP
FINANCIAL INSTITUTION NUMBER
IF THIS IS AN LPT, CHECK HERE ☐ NOTE: FIN IS REQUIRED

VIN
MODEL YEAR

NO. OF TIRES
CONDITION OF VEHICLE ☐ GOOD ☐ FAIR ☐ POOR

PASSENGER ☐ TAXI ☐ LIMOUSINE ☐ SCHOOL BUS ☐ MASS TRANSIT ☐ OTHER BUS
SEATING CAPACITY 4

EXEMPT FROM INSPECTION ☐ YES ☐ NO
FARM USE ☐ YES ☐ NO
COMMERCIAL USE ☐ YES ☐ NO
USE TAX EXEMPTION ☐ YES ☐ NO

UNLOADED WEIGHT ☐ 4,000 LBS OR LESS ☐ 4,001 TO 5,000 ☐ OVER 5,000
MAX. DESIGN SPEED 55 MPH OR LESS ☐ YES ☐ NO
DESIGNED/ALTERED FOR OFF-ROAD USE ☐ YES ☐ NO

MFR'S GVWR
BODY MAKE
REG. REGISTERED GROSS WT. (INCLUDING LOAD) 7160
UNLADEN WT. (EMPTY) 5737
REGISTERED GROSS COMBINATION WT
GROSS COMBINATION WT. RATING

☐ TRANSFER OF PREVIOUSLY ISSUED PLATE ☐ TRANSFER & RENEWAL OF PLATE
☐ TRANSFER & REPLACEMENT OF PLATE ☐ TRANSFER OF PLATE & REPLACEMENT OF STICKER

CLASS/REG. NO. YV1763
EXPIRES Month 03 Year 2007

REASON FOR REPLACEMENT
☐ LOST ☐ STOLEN ☐ DEFACED ☐ NEVER REC'D (LOST IN MAIL)
NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44

TRANSFERRED FROM TITLE NO.
48575531001 NE

VIN
1GTGC24KXKE51624

SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT)
SIGN HERE
RELATIONSHIP TO APPLICANT

INSURANCE CO. NAME
TRAVELERS INS CO
NAIC NO. 27998
POLICY NO. (OR ATTACH BINDER) 9J30J293 103 1
POLICY EFFECTIVE DATE 04/06/2006
POLICY EXPIRATION DATE 10/06/2006

I CERTIFY THAT ON MONTH 12 DAY 10 YEAR 2006 I CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS

ISSUING AGENT (PRINT NAME)
RIDER FORD
AGENT NO.
85-9661
ISSUING AGENT SIGNATURE
TELEPHONE NO.
(814) 342-4620

I MAY BE MADE MY DRIVER OPERATING PRIVILEGES OR VEHICLE REGISTRATION FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY ON THE REGISTERED VEHICLE FOR THE PERIOD OF REGISTRATION. I AM AWARE THAT I AM SUBJECT TO A FINE NOT EXCEEDING $5,000 AND NOT MORE THAN TWO (2) YEARS FOR ANY FALSE STATEMENT THAT I HAVE MADE ON THIS APPLICATION, AND I CERTIFY THAT I HAVE EXAMINED AND KNOW THE CONTENTS OF THIS APPLICATION AND THAT IT IS CORRECT AND COMPLETE. I CLAIM THE EXEMPTION INDICATED ABOVE AND THAT IF AN EXEMPTION FROM PAYMENT OF SALES TAX IS CLAIMED, I AM ENTITLED TO CLAIM THE EXEMPTION IN THAT I HAVE PURCHASED THE VEHICLE FOR THE EXCLUSIVE USE INDICATED ABOVE AND STATE THAT THE INFORMATION GIVEN IS TRUE AND CORRECT AND MAKE APPLICATION FOR A CERTIFICATE OF TITLE AND REGISTRATION FOR THE VEHICLE DESCRIBED.

DRIVER'S LICENSE NO. REQUIRED
SIGNATURE OF OWNER OR AUTHORIZED AGENT

MV RECEIPT NUMBER
FEB 02 2007
096021

$-1.5

CERTIFICATE OF ORIGIN FOR A VEHICLE

Ford

DATE: OCTOBER 06,2005

INVOICE NO: EB63026 0

VEHICLE IDENTIFICATION NO.: 1FTNE21506EB63026

YEAR: 2006

MAKE: FORD

BODY TYPE: 137" SD REG CAB SRW 4X4

SHIPPING WEIGHT: 5737 LBS.

GAWR: 9000 LBS

NO. CYLS: 8

SERIES OR MODEL: F21D

NOMINAL TONNAGE: 3/4

The undersigned authorized representative of the company, firm or corporation named below, hereby certifies that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the invoice Number indicated to the following distributor or dealer.

(Name of Distributor, Dealer, etc.)

094021

Ocar Ford Mercury of Tyron

P.O. Box Old Route 220

Tyrone PA 16686

17466

It is hereby certified that this was the first transfer of such new motor vehicle in ordinary trade and commerce.

B12434418

D DATA (NOT A LIEN)

FORD MOTOR COMPANY

FINANCE SOURCE 100004

BY _____

(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

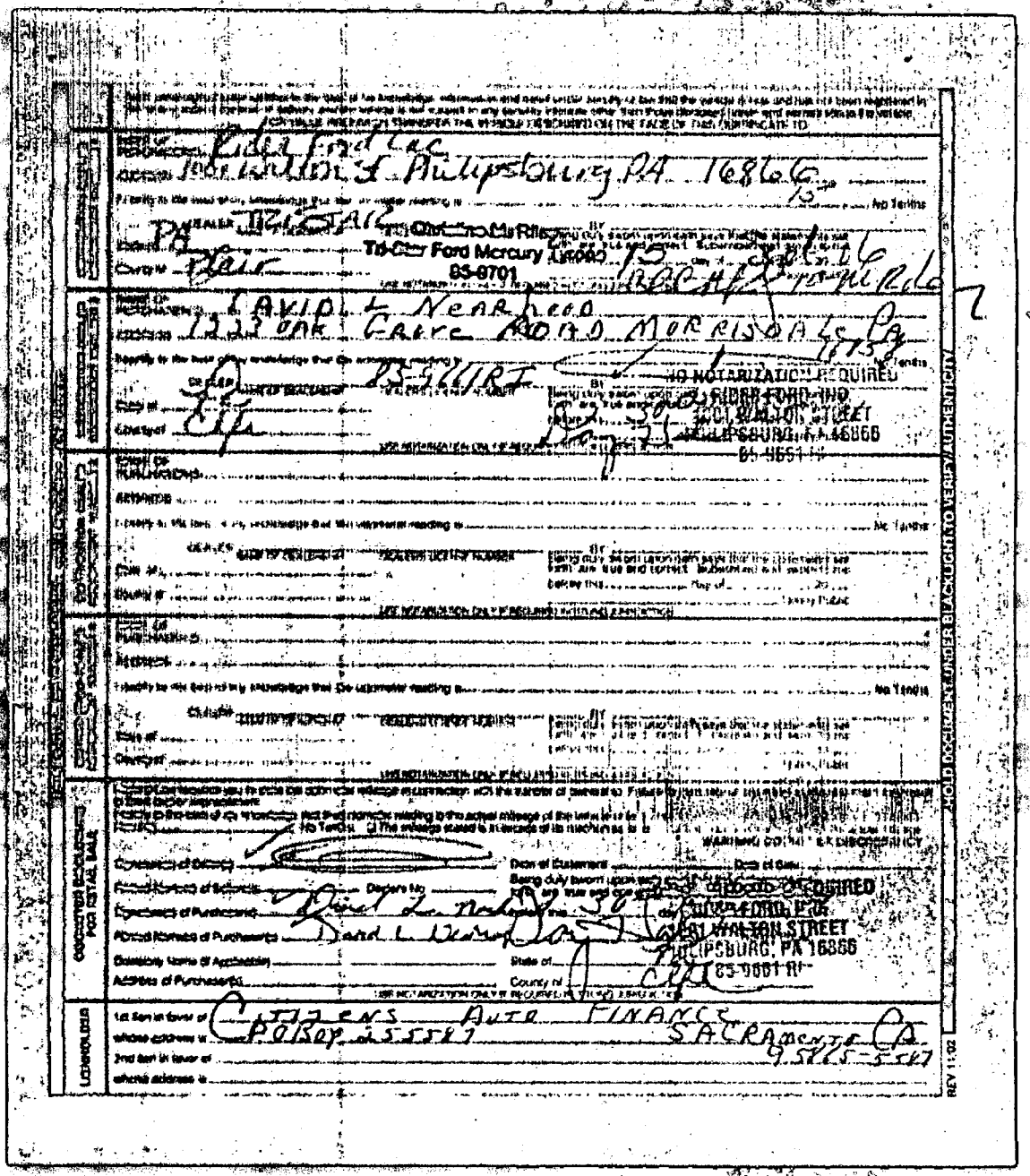
M & T BANK

P O Box 767

Buffalo NY DEARBORN, MICHIGAN

14240 CITY STATE

S-1.6



S-107

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
SAFETY ADMINISTRATION
HARRISBURG, PA 17123
10/23/07

DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 16858-0000

072960703000123 002

CERTIFICATE & ATTESTATION

I hereby certify that Anita M. Wasko, Director of the Bureau of Motor Vehicles of the Department of Transportation, is the legal custodian of the Motor Vehicle Records of the Pennsylvania Department of Transportation.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THIS DEPARTMENT ON THE ABOVE DATE IN ACCORDANCE WITH SECTION 6103 OF THE JUDICIAL CODE, TITLE 42, PA. Consolidated Statutes.

Allen D. Biehler

SECRETARY OF TRANSPORTATION

I hereby certify that the documents attached hereto are full, true and correct photostatic, microfilm or printed copies of documents or electronically stored information of which I have legal custody and that the copies conform to the requirements of 6109 of the Judicial Code. Sales tax information is redacted from applications for certificate of title in accordance with the Act of April 9, 1929, P.L. 343, as amended, 72 P.S. Section 731.

TITLE: 64314264
TAG : YFV1763
VIN : 1FTNF21506EB63026

CERTIFIED IN ACCORDANCE WITH SECTION 6103 OF THE JUDICIAL CODE, TITLE 42, PA. Consolidated Statutes.

Anita M. Wasko

ANITA M. WASKO, DIRECTOR
BUREAU OF MOTOR VEHICLES

S-1.8

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
VEHICLE RECORD ABSTRACT
10/23/07
PAGE 1

072960703000123 002

OWNER : DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 16858

LESSEE : NONE

TITLE NUMBER	: 64314264		
TAG NUMBER	: YFV1763	TITLE DATE	: 03/02/07
VIN	: 1FTNF21506EB63026	REGISTRATION EXPIRY DATE	: 04/07
		BODY TYPE	: TK
MAKE	: FORD	ODOMETER READING	: 15*
MODEL	:	*ACTUAL MILEAGE	
RENEWAL WID	: 061211467000066 001	DUPLICATE TITLE COUNT	: 0
PREVIOUS TAG	:	VEHICLE YEAR	: 2006
LIENS	: YES	STOLEN DATE	:
STOPS	: NO		

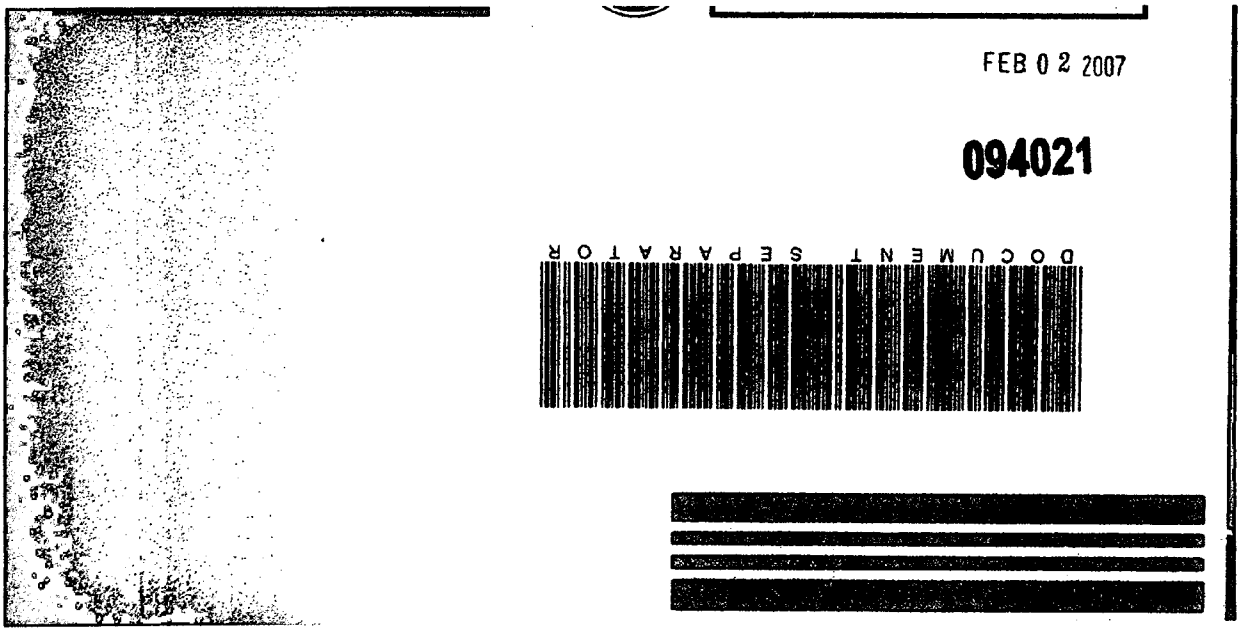
TITLE BRAND INFORMATION

NO TITLE BRANDS EXIST FOR THIS TITLE

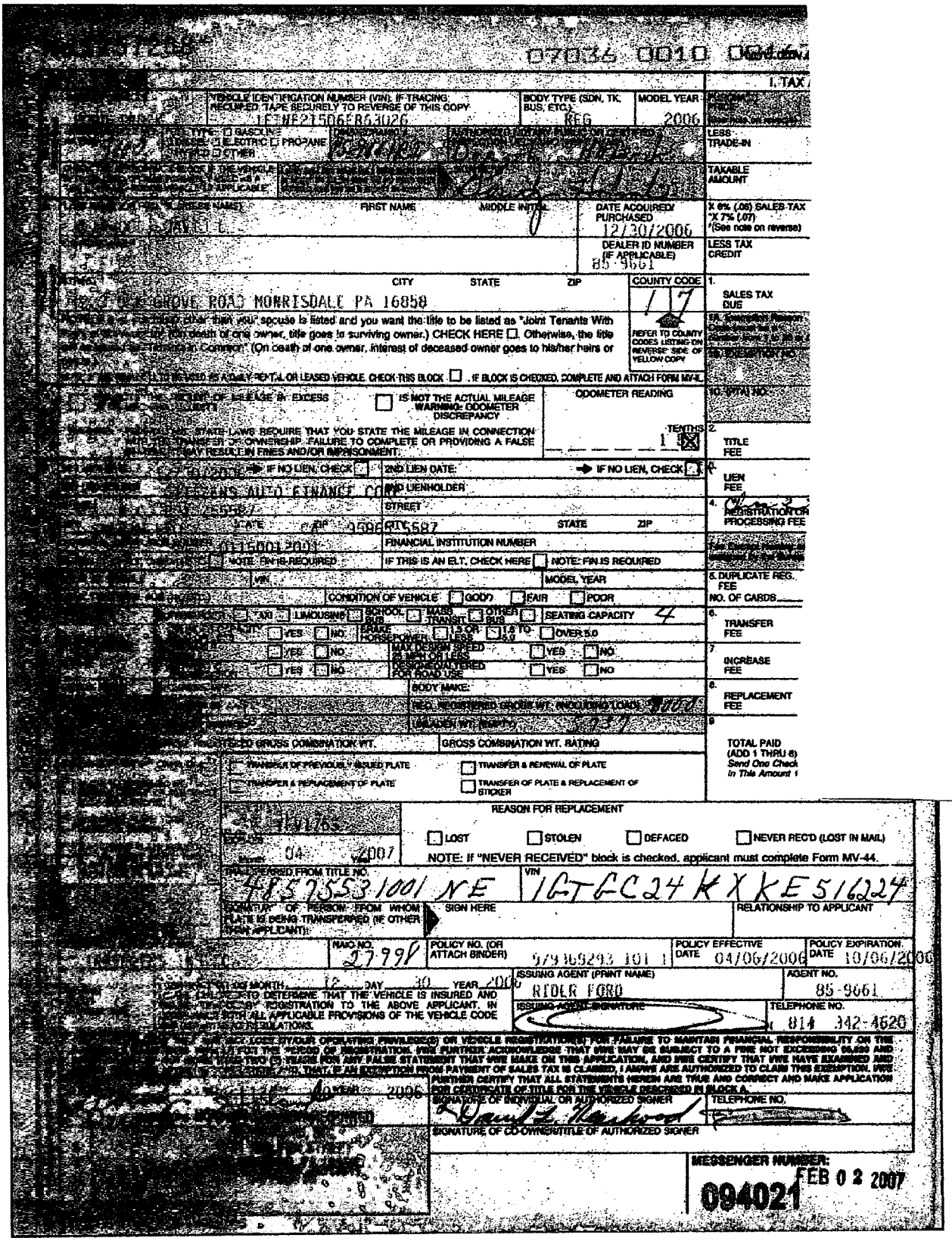
ADDRESS CORRESPONDENCE TO:
DEPARTMENT OF TRANSPORTATION
VEHICLE RECORD SERVICES
PO BOX 68691
HARRISBURG, PA 17106-8691

INFORMATION: (8:00 AM TO 6:00 PM)
IN STATE 1-800-932-4600
OUT-OF-STATE 717-412-5300
TDD IN STATE 1-800-228-0676
TDD OUT-OF-STATE 717-412-5380
WWW.DOT.STATE.PA.US

S-1.9



S-1.10



07036 0010

1. TAX

VEHICLE IDENTIFICATION NUMBER (VIN). IF TRACING, REQUIRED, TAPE SECURELY TO REVERSE OF THIS COPY
1FMPE21506LB63026

BODY TYPE (SDN, TK, BUS, ETC.)
REG

MODEL YEAR
2006

FUEL TYPE: ☐ GASOLINE ☐ ELECTRIC ☐ PROPANE ☐ DIESEL ☐ OTHER

LESS TRADE-IN

TAXABLE AMOUNT

LAST (OWNER'S NAME)
JAMES L

FIRST NAME

MIDDLE INITIAL

DATE ACQUIRED/ PURCHASED
12/30/2006

DEALER ID NUMBER (IF APPLICABLE)
85-9661

X 6% (.06) SALES TAX
*X 7% (.07)
*(See note on reverse)

LESS TAX CREDIT

ADDRESS
CITY STATE ZIP
[illegible] GROVE ROAD MORRISDALE PA 16858

COUNTY CODE
17

REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF YELLOW COPY

1. SALES TAX DUE

1A. EXEMPTION REASON

1B. EXEMPTION NO.

1C. VITA NO.

If owner is a person other than you, spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE ☐. Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or [illegible]

IF VEHICLE IS TO BE TITLED AS A DAILY RENTAL OR LEASED VEHICLE, CHECK THIS BLOCK ☐. IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-4L.

STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

☐ IS NOT THE ACTUAL MILEAGE WARNING: ODOMETER DISCREPANCY

ODOMETER READING
TENTHS
1 [X]

2. TITLE FEE

IF NO LIEN, CHECK ☐ 2ND LIEN DATE: → IF NO LIEN, CHECK ☐

3. LIEN FEE

2ND LIENHOLDER
[illegible]ANS AUTO FINANCE CORP

STREET
[illegible]

CITY STATE ZIP
[illegible] 5587

4. REGISTRATION OR PROCESSING FEE

FINANCIAL INSTITUTION NUMBER
011560012001

NOTE: FIN IS REQUIRED

IF THIS IS AN E.L.T. CHECK HERE ☐ NOTE: FIN IS REQUIRED

VIN

MODEL YEAR

5. DUPLICATE REG. FEE
NO. OF CARDS

CONDITION OF VEHICLE ☐ GOOD ☐ FAIR ☐ POOR

☐ BUS ☐ LIMOUSINE ☐ SCHOOL BUS ☐ MASS TRANSIT ☐ OTHER BUS ☐ SEATING CAPACITY 4

☐ YES ☐ NO BRAKE HORSEPOWER ☐ 3.0 OR LESS ☐ 3.1 TO 5.0 ☐ OVER 5.0

☐ YES ☐ NO MAY EXCEED SPEED OF 55 MPH ☐ YES ☐ NO

☐ YES ☐ NO DESIGNED/ALTERED FOR ROAD USE ☐ YES ☐ NO

6. TRANSFER FEE

7. INCREASE FEE

BODY MAKE:

REG. REGISTERED GROSS WT. (INCLUDING LOAD) 7001

UNLADEN WT. RATING 5739

8. REPLACEMENT FEE

REGISTERED GROSS COMBINATION WT. GROSS COMBINATION WT. RATING

9. TOTAL PAID (ADD 1 THRU 8) Send One Check In The Amount Of

☐ TRANSFER OF PREVIOUSLY ISSUED PLATE ☐ TRANSFER & RENEWAL OF PLATE

☐ TRANSFER & REPLACEMENT OF PLATE ☐ TRANSFER OF PLATE & REPLACEMENT OF STICKER

EXPIRES 04 2007

REASON FOR REPLACEMENT

☐ LOST ☐ STOLEN ☐ DEFACED ☐ NEVER REC'D (LOST IN MAIL)

NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44.

TITLE NO. REMOVED FROM TITLE NO.
185755310 01 NE

VIN
1GTEC24KXKE516224

SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT):

SIGN HERE

RELATIONSHIP TO APPLICANT

NAIC NO. 27998

POLICY NO. (OR ATTACH BINDER) 979169293 101 1

POLICY EFFECTIVE DATE 04/06/2006

POLICY EXPIRATION DATE 10/06/2006

I CERTIFY THAT THE VEHICLE IS INSURED FOR THE PERIOD SHOWN IN THE MONTH 12 DAY 30 YEAR 2006

I AUTHORIZE THE ISSUANCE OF REGISTRATION TO THE ABOVE APPLICANT, IN THE CASE OF REGISTRATION, THAT IS AN EXEMPTION FROM PAYMENT OF SALES TAX IS CLAIMED, I AM/WE ARE AUTHORIZED TO CLAIM THIS EXEMPTION. I/WE FURTHER CERTIFY THAT ALL STATEMENTS HEREIN ARE TRUE AND CORRECT AND MAKE APPLICATION FOR CERTIFICATE OF TITLE FOR THE VEHICLE DESCRIBED IN BLOCK 1.

ISSUING AGENT (PRINT NAME)
RIDER FORD

AGENT NO.
85-9661

ISSUING AGENT SIGNATURE

TELEPHONE NO.
814 342-4620

I/WE ACKNOWLEDGE THAT MY/OUR OPERATING PRIVILEGE(S) OR VEHICLE REGISTRATION(S) FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY ON THE DATE OF THIS TRANSACTION. I/WE FURTHER ACKNOWLEDGE THAT I/WE MAY BE SUBJECT TO A FINE NOT EXCEEDING $5,000 AND/OR TWO (2) YEARS FOR ANY FALSE STATEMENT THAT I/WE MAKE ON THIS APPLICATION, AND I/WE CERTIFY THAT I/WE HAVE EXAMINED AND KNOW THE CONTENTS THEREOF; THAT IS AN EXEMPTION FROM PAYMENT OF SALES TAX IS CLAIMED, I AM/WE ARE AUTHORIZED TO CLAIM THIS EXEMPTION. I/WE FURTHER CERTIFY THAT ALL STATEMENTS HEREIN ARE TRUE AND CORRECT AND MAKE APPLICATION FOR CERTIFICATE OF TITLE FOR THE VEHICLE DESCRIBED IN BLOCK 1.

SIGNATURE OF INDIVIDUAL OR AUTHORIZED SIGNER
[signature]

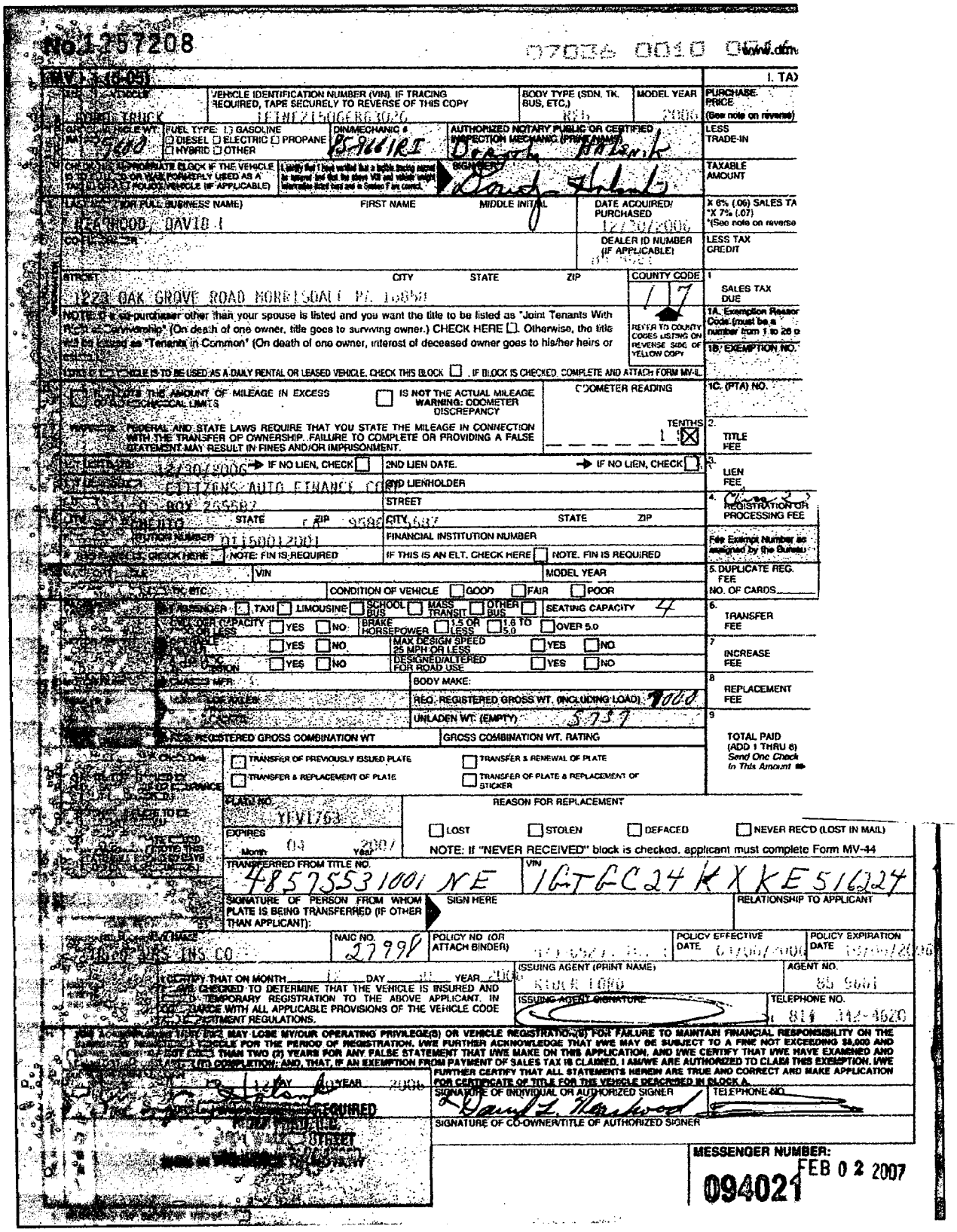
TELEPHONE NO.

SIGNATURE OF CO-OWNER/TITLE OF AUTHORIZED SIGNER

MESSENGER NUMBER:
094021

FEB 02 2007

$-1.11



No. 1257208

07034 0010

MV-1 (1-15-05)

I. TAX

VEHICLE IDENTIFICATION NUMBER (VIN). IF TRACING REQUIRED, TAPE SECURELY TO REVERSE OF THIS COPY: 1FTNF21506EB30276

BODY TYPE (SDN, TK, BUS, ETC.): PICK UP

MODEL YEAR: 2006

PURCHASE PRICE (See note on reverse)

GROSS VEHICLE WT.: 7600

FUEL TYPE: ☐ GASOLINE ☐ DIESEL ☐ ELECTRIC ☐ PROPANE ☐ HYBRID ☐ OTHER

DMV/MECHANIC #: 85-9661RI

AUTHORIZED NOTARY PUBLIC OR CERTIFIED INSPECTION MECHANIC (PRINT NAME): Barb Hulsk

LESS TRADE-IN

CHECK THE APPROPRIATE BLOCK IF THE VEHICLE IS TO BE USED ON YOUR PRIMARILY USED AS A TAXI, LIMO OR POLICE VEHICLE (IF APPLICABLE)

I certify that I have verified that a bulk/tag vehicle is required and that the above VIN and vehicle weight information listed here and in Section F are correct.

SIGNATURE: Barb Hulsk

TAXABLE AMOUNT

LAST NAME (OR FULL BUSINESS NAME): HEADWOOD

FIRST NAME: DAVID

MIDDLE INITIAL: L

DATE ACQUIRED/ PURCHASED: 12/30/2006

X 6% (.06) SALES TA
*X 7% (.07)
*(See note on reverse

CO-PURCHASER

DEALER ID NUMBER (IF APPLICABLE)

LESS TAX CREDIT

STREET: 1223 OAK GROVE ROAD

CITY: MORRISDALE

STATE: PA

ZIP: 16858

COUNTY CODE: 17

REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF YELLOW COPY

1. SALES TAX DUE

1A. Exemption Reason Code (must be a number from 1 to 26 o

1B. EXEMPTION NO.

NOTE: IF VEHICLE IS TO BE USED AS A DAILY RENTAL OR LEASED VEHICLE, CHECK THIS BLOCK ☐. IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-9L

☐ INDICATES THE AMOUNT OF MILEAGE IN EXCESS OF MECHANICAL LIMITS

☐ IS NOT THE ACTUAL MILEAGE WARNING: ODOMETER DISCREPANCY

ODOMETER READING: _____ TENTHS: 1 ☒

WARNING: FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

1C. (PTA) NO.

2. TITLE FEE

1ST LIEN DATE: 12/30/2006 → IF NO LIEN, CHECK ☐

2ND LIEN DATE. → IF NO LIEN, CHECK ☐

3. LIEN FEE

1ST LIENHOLDER: CITIZENS AUTO FINANCE CO

2ND LIENHOLDER

STREET: P.O. BOX 28587

CITY: CHEEKTOWAGA

STATE: NY

ZIP: 14227

CITY: 687

STATE:

ZIP:

4. REGISTRATION OR PROCESSING FEE

LIEN HOLDER ID NUMBER: 011500120001

FINANCIAL INSTITUTION NUMBER

File Exempt Number as assigned by the Bureau

☐ NOTE: FIN IS REQUIRED

IF THIS IS AN ELT, CHECK HERE ☐ NOTE: FIN IS REQUIRED

VIN

MODEL YEAR

5. DUPLICATE REG. FEE
NO. OF CARDS: _____

BODY TYPE, ETC.:

CONDITION OF VEHICLE ☐ GOOD ☐ FAIR ☐ POOR

USE: ☐ PASSENGER ☐ TAXI ☐ LIMOUSINE ☐ SCHOOL BUS ☐ MASS TRANSIT ☐ OTHER BUS

SEATING CAPACITY: 4

6. TRANSFER FEE

☐ OVER CAPACITY OR LESS ☐ YES ☐ NO

BRAKE HORSEPOWER ☐ 1.5 OR LESS ☐ 1.6 TO 5.0 ☐ OVER 5.0

☐ CAMPER ☐ YES ☐ NO

MAX DESIGN SPEED 25 MPH OR LESS ☐ YES ☐ NO

7. INCREASE FEE

☐ MOTOR HOME ☐ YES ☐ NO

DESIGNED/ALTERED FOR ROAD USE ☐ YES ☐ NO

MANUFACTURER:

BODY MAKE:

8. REPLACEMENT FEE

MODEL NAME:

REG. REGISTERED GROSS WT. (INCLUDING LOAD): 7000

UNLADEN WT. (EMPTY): 5737

9. TOTAL PAID (ADD 1 THRU 8) Send One Check In This Amount ➡

REG. REGISTERED GROSS COMBINATION WT

GROSS COMBINATION WT. RATING

Check Only One:

☐ TRANSFER OF PREVIOUSLY ISSUED PLATE

☐ TRANSFER & RENEWAL OF PLATE

☐ TRANSFER & REPLACEMENT OF PLATE

☐ TRANSFER OF PLATE & REPLACEMENT OF STICKER

PLATE NO.: YLV1763

REASON FOR REPLACEMENT

☐ LOST ☐ STOLEN ☐ DEFACED ☐ NEVER REC'D (LOST IN MAIL)

EXPIRES: Month 04 Year 2007

NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44

TRANSFERRED FROM TITLE NO.: 48575531001 NE

VIN: 1GTGC24KXKE516224

SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT):

SIGN HERE

RELATIONSHIP TO APPLICANT

INSURANCE CO. NAME: ERIE INS CO

NAIC NO.: 27998

POLICY NO. (OR ATTACH BINDER)

POLICY EFFECTIVE DATE: 12/30/2006

POLICY EXPIRATION DATE: 12/30/2007

I CERTIFY THAT ON MONTH _____ DAY _____ YEAR 2006 I CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND THAT A TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS.

ISSUING AGENT (PRINT NAME): BARB HULSK

AGENT NO.: 85-9661

ISSUING AGENT SIGNATURE

TELEPHONE NO.: 814 342-4620

YOU ACKNOWLEDGE THAT YOU MAY LOSE MV/OUR OPERATING PRIVILEGE(S) OR VEHICLE REGISTRATION(S) FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY ON THE VEHICLE FOR THE PERIOD OF REGISTRATION. I/WE FURTHER ACKNOWLEDGE THAT I/WE MAY BE SUBJECT TO A FINE NOT EXCEEDING $5,000 AND NOT LESS THAN TWO (2) YEARS FOR ANY FALSE STATEMENT THAT I/WE MAKE ON THIS APPLICATION, AND I/WE CERTIFY THAT I/WE HAVE EXAMINED AND KNOW THE CONTENTS THEREOF; AND, THAT, IF AN EXEMPTION FROM PAYMENT OF SALES TAX IS CLAIMED, I AM/WE ARE AUTHORIZED TO CLAIM THIS EXEMPTION. I/WE FURTHER CERTIFY THAT ALL STATEMENTS HEREIN ARE TRUE AND CORRECT AND MAKE APPLICATION FOR CERTIFICATE OF TITLE FOR THE VEHICLE DESCRIBED IN BLOCK A.

DAY 30 YEAR 2006

SIGNATURE OF INDIVIDUAL OR AUTHORIZED SIGNER: David L Hardwood

TELEPHONE NO.

SIGNATURE OF CO-OWNER/TITLE OF AUTHORIZED SIGNER

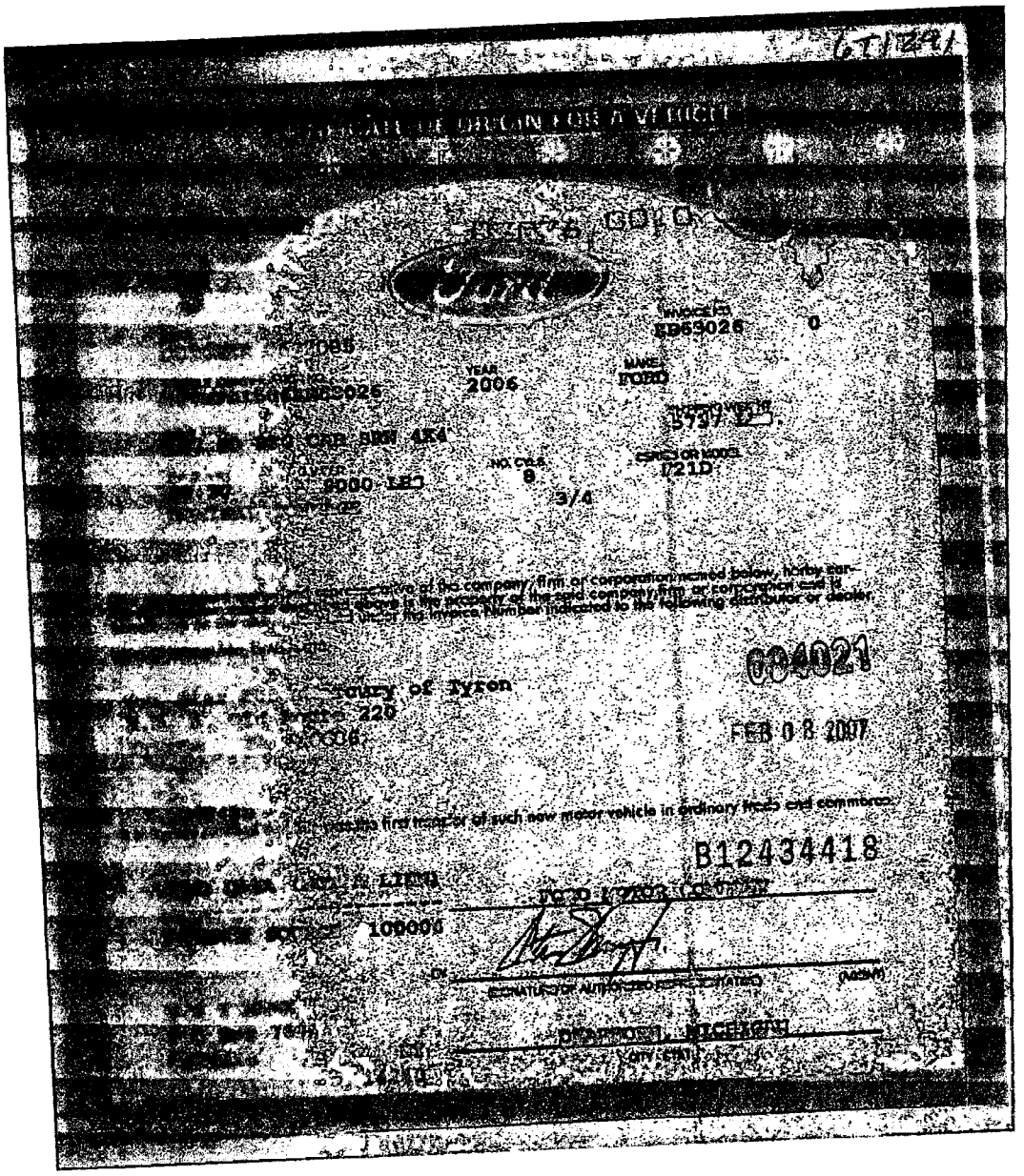
REQUIRED

STREET

MESSENGER NUMBER: 094021

FEB 02 2007

$-1.12



FORD

INVOICE NO.
EP65026 0

YEAR
2006

NAME
FORD

3737

SERIES OR MODEL
F21D

NO. CYLS.
8

3/4

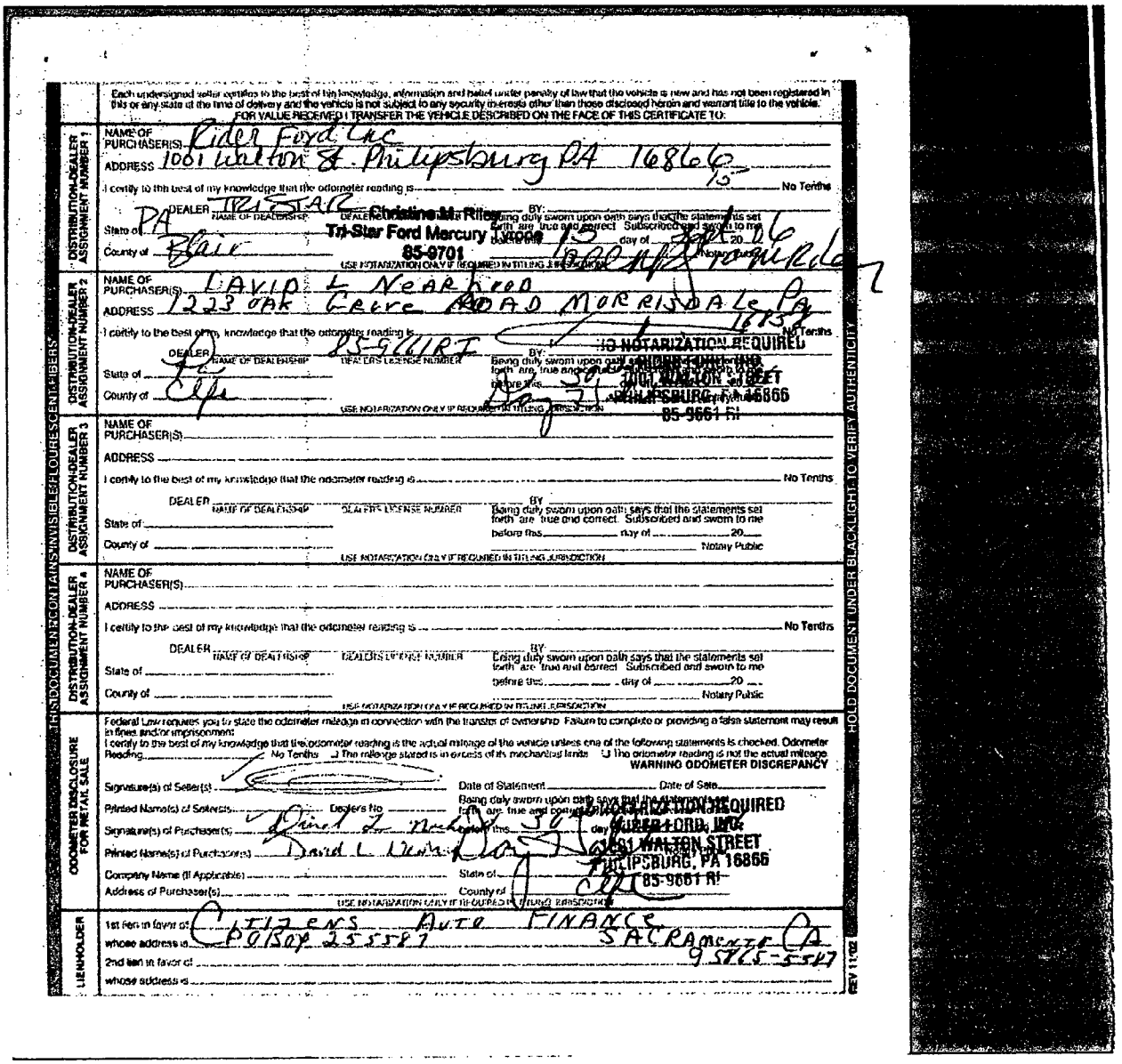
034021

FEB 08 2007

B12434418

100000

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THIS DOCUMENT MAY CONTAIN SOME INVISIBLE FLOURESCENT FIBERS

Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle.
FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1

NAME OF PURCHASER(S) Rider Ford Inc
ADDRESS 1001 Walton St. Philipsburg PA 16866
I certify to the best of my knowledge that the odometer reading is _____ No Tenths
DEALER TRISTAR NAME OF DEALERSHIP DEALERS LICENSE NUMBER Christine M. Riley BY: _____
State of PA
County of Blair
Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this 13 day of Sept 20 16 Notary Public
Tri-Star Ford Mercury Lincoln
85-9701
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 2

NAME OF PURCHASER(S) DAVID L NEARHOOD
ADDRESS 1223 Oak Grove ROAD MORRISDALE PA 16858
I certify to the best of my knowledge that the odometer reading is _____ No Tenths
DEALER NAME OF DEALERSHIP 85-9701RT DEALERS LICENSE NUMBER BY: _____
State of PA
County of Clfe
Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this 30 day of Sept 20 16 Notary Public
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
NO NOTARIZATION REQUIRED
RIDER FORD, INC.
1001 WALTON STREET
PHILIPSBURG, PA 16866
85-9661 RI

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 3

NAME OF PURCHASER(S) _____
ADDRESS _____
I certify to the best of my knowledge that the odometer reading is _____ No Tenths
DEALER NAME OF DEALERSHIP DEALERS LICENSE NUMBER BY: _____
State of _____
County of _____
Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20 _____ Notary Public
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 4

NAME OF PURCHASER(S) _____
ADDRESS _____
I certify to the best of my knowledge that the odometer reading is _____ No Tenths
DEALER NAME OF DEALERSHIP DEALERS LICENSE NUMBER BY: _____
State of _____
County of _____
Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20 _____ Notary Public
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

ODOMETER DISCLOSURE FOR RETAIL SALE

Federal Law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.
I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ ☐ No Tenths ☐ The mileage stated is in excess of its mechanical limits ☐ The odometer reading is not the actual mileage
WARNING ODOMETER DISCREPANCY

Signature(s) of Seller(s) _____ Date of Statement _____ Date of Sale _____
Printed Name(s) of Seller(s) _____ Dealers No _____
Signature(s) of Purchaser(s) _____
Printed Name(s) of Purchaser(s) David L Nearhood
Company Name (If Applicable) _____
Address of Purchaser(s) _____
Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this 30 day of Sept 20 16 Notary Public
State of PA
County of Clf
NO NOTARIZATION REQUIRED
RIDER FORD, INC.
1001 WALTON STREET
PHILIPSBURG, PA 16866
85-9661 RI
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

LIENHOLDER

1st lien in favor of CITIZENS AUTO FINANCE
whose address is PO Box 255587 SACRAMENTO CA 95865-5547
2nd lien in favor of _____
whose address is _____

REV 11/02

HOLD DOCUMENT UNDER BLACKLIGHT TO VERIFY AUTHENTICITY

S-1.14

PENNSYLVANIA FINANCIAL RESPONSIBILITY IDENTIFICATION CARD

NAIC Code	Company:
27998	THE TRAVELERS HOME AND MARINE INSURANCE COMPANY

Agent	Policy Number	Effective Date
0JV083	979369293 101 1	04/06/06

Not valid more than one year from effective date

Year	Make/Model	Vehicle Identification Number
96	ACURA / INTEGRA LS	JH4DB7654TS005507

Agent

CHARLES A JONES INS AGCY
PO BOX 209
PHILIPSBURG PA 16866

Insured

DAVID NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 168588207

TRAVELERS

Rev. 9-00 See Important Notice On Reverse Side

FEB 0 2 2007

094021

$1.15

Exhibit S-2

Federal Consumer Information Regulations

(Federal Consumer Information Showing Laws and Regulations Requiring Dealer to Give Correct Vehicle Owner's Manual and Other Information to Consumer upon Purchase of Motor Vehicle.)

[Code of Federal Regulations]
[Title 49, Volume 5]
[Revised as of October 1, 2002]
From the U.S. Government Printing Office via GPO Access
[CITE: 49CFR575]

[Page 885-912]

TITLE 49--TRANSPORTATION

OF TRANSPORTATION

PART 575--CONSUMER INFORMATION REGULATIONS

Subpart A--General

Sec.
575.1 Scope.
575.2 Definitions.
575.3 Matter incorporated by reference.
575.4 Application.
575.5 Separability.
575.6 Requirements.
575.7 Special vehicles.

Subpart B--Consumer Information Items

575.101-575.102 [Reserved]
575.103 **Truck**-camper loading.
575.104 Uniform tire quality grading standards.
575.105 Vehicle rollover.

Authority: 49 U.S.C. 322, 30111, 30115, 30117, and 30166; delegation of authority at 49 CFR 1.50.

Subpart A--General

Source: 35 FR 6867, Apr. 30, 1970, unless otherwise noted.

Sec. 575.1 Scope.

This part contains Federal Motor Vehicle Consumer Information Regulations established under section 112(d) of the National Traffic and Motor Vehicle Safety Act of 1966 (15 U.S.C. 1401(d)) (hereinafter ``the Act'').

Sec. 575.2 Definitions.

(a) Statutory definitions. All terms used in this part that are defined in section 102 of the Act are used as defined in the Act.

(b) Motor Vehicle Safety Standard definitions. Unless otherwise indicated, all terms used in this part that are defined in the Motor Vehicle Safety Standards, part 571 of this subchapter (hereinafter ``the Standards''), are used as defined in the Standards without regard to the applicability of a standard in which a definition is contained.

(c) Definitions used in this part.

Owner's manual means the document which contains the manufacturer's comprehensive vehicle operating and maintenance instructions, and which is intended to remain with the vehicle for the life of the vehicle.

Skid number means the frictional resistance measured in accordance with American Society for Testing and Materials Method E-274 at 40 miles per hour, omitting water delivery as specified in paragraph 7.1 of that Method.

[35 FR 6867, Apr. 30, 1970, as amended at 38 FR 5339, Feb. 28, 1973; 48 FR 44081, Sept. 27, 1983; 54 FR 48749, Nov. 27, 1989; 64 FR 27924, May 24, 1999]

9-2.1

Part V. Bureau of Consumer Protection

Notes of Decisions

Failure to provide copies of documents and misleading consumers on quality of vehicles violates this Chapter and Consumer Protection Law.
Northview Motors, Inc. V. Attorney General, 562 A.2d 977 (Pa. Cmwlth. 1989); appeal denied 575 A.2d 570 (Pa. 1990).

Pa Code
37 § 301.4 ¶(10) Failing to forward to the proper Commonwealth agency amounts and forms tendered by a purchaser, such as sales tax and transfer and registration fees, within the time prescibed by law.

Did Citizen's Auto Fin. Corp recieve certificate of title to F-250 vin _____ ~~beyond~~ ~~30~~ with MV (stamped date beyond 30 days).

---

§2 In General A joint venture is an association of persons or corporations who by contract, express or implied, agree to engag. in a common enterprise for their mutual profit. - Emphasis is given to the creation and elements of the relation, as well as, mutual rights, duties, and liabilities of the parties

Encyclopedias
Summary Pa. Jur. 2d Criminal law § 28.2, Duty of

issuing agent who is licensed as a vehicle dealer by the State Board of Vehicle Manufacturers, Dealers and Salespersons, or its employee. The name and identification number and the signature of the issuing agent or wholesale vehicle auction or respective employee shall be written in the space reserved for a notarization or verification. If an issuing agent or wholesale vehicle auction or respective employee falsely verifies a person's signature, the department shall suspend the issuing agent's or wholesale vehicle auction's authority to issue temporary registration plates and cards for not less than 30 days. When verification is used in lieu of notarization, the issuing agent or its employee shall verify a person's identity by using at least one form of government-issued photo identification. A copy of the form of identification used shall be maintained by the issuing agent for a period of three years from the date of the verification.

(h) Penalties.—Any person who falsely verifies a signature under subsection (g.1) or a vehicle identification number under subsection (e)(2) or who verifies a vehicle identification number without being authorized as provided in subsection (e)(2) commits a summary offense punishable by a fine of $300.

1990, July 10, P.L. 356, No. 83, § 2, imd. effective. Amended 1994, Dec. 7, P.L. 820, No. 115, § 2, effective in 60 days; 1998, Dec. 21, P.L. 1126, No. 151, § 2, effective in 60 days; 2002, Dec. 9, P.L. 1278, No. 152, § 2, effective in 60 days; 2004, Nov. 30, P.L. 1474, No. 188, § 3, effective in 180 days [May 31, 2005]; 2005, July 14, P.L. 285, No. 50, § 2, effective in 60 days [Sept. 12, 2005].

Historical and Statutory Notes

Act 1994–115 legislation

The 1994 amendment added subsec. (d.1).

Act 1998–151 legislation

Act 1998–151 added subsec. (g.1) and, in subsec. (h), inserted the reference to a signature under subsec. (g.1).

Act 2002–152 legislation

Act 2002–152, § 2, in subsec. (g), substituted ", reconstructed or modified" for "or reconstructed" in three instances, and in subsec. (g.1) added the last two sentences.

Act 2004–188 legislation

Act 2004–188, § 3, in subsec. (a) added the second sentence.

Act 2005–50 legislation

Act 2005–50, § 2, rewrote subsec. (g.1), which prior thereto read:

"(g.1) Verification.—In lieu of notarization of any document required to be submitted with the application for certificate of title, the department shall accept the verification of a person's signature by an issuing agent, who is licensed as a vehicle dealer by the State Board of Vehicle Manufacturers, Dealers and Salespersons, or its employee. The issuing agent's name and identification number and the signature of the issuing agent or its employee shall be written in the space reserved for a notarization or verification. If an issuing agent or its employee falsely verifies a person's signature, the department shall suspend the issuing agent' s authority to issue temporary registration plates and cards for not less than 30 days. When verification is used in lieu of notarization, the issuing agent or its employee shall verify a person's identity by using at least one form of government-issued photo identification. A copy of the form of identification used shall be maintained by

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accordance with subsection (d), an additional ten-day period shall be calculated and allotted to the dealer to account for any possible delay of the mail or by the department in timely stamping an application as to the year and day received. No issuing authority or court shall extend this period. An application, or copy thereof certified by the department, which displays the stamped work identification document number shall be accepted by any issuing authority or court in any proceeding as prima facie evidence of the date that the application was received by the department. If the displayed stamp is not legible, a certification by the department of the date that the application was received shall be accepted by the issuing authority or court as prima facie evidence of that date.

(e) Out-of-State vehicles.—If the application refers to a vehicle last previously titled or registered in another state or country, the following information shall be contained in or accompany the application or be forwarded in support of the application as required by the department:

(1) Any certificate of title issued by the other state or country.

(2) A tracing of the vehicle identification number taken from the official number plate or, where it is impossible to secure a legible tracing, verification that the vehicle identification number of the vehicle has been inspected and found to conform to the description given in the application. The department shall provide by regulation the persons who are authorized to verify vehicle identification numbers under this paragraph.

(3) Any other information and documents the department reasonably requires to establish the ownership of the vehicle and the existence or nonexistence of security interests in the vehicle.

(f) Foreign vehicles owned by military personnel.—If the application refers to a vehicle last previously registered in another country by a person on active duty in the armed forces of the United States, the department may accept a complete form issued by the United States Department of Defense as evidence of ownership.

(g) Specially constructed, reconstructed or modified vehicles.—If the vehicle to be titled is a specially constructed, reconstructed or modified vehicle, that fact shall be stated in the application. The department may promulgate rules and regulations pertaining to the titling of specially constructed, reconstructed or modified vehicles.

(g.1) Verification.—In lieu of notarization of any document required to be submitted with the application for certificate of title, the department shall accept the verification of a person's signature by a wholesale vehicle auction licensed by the State Board of Vehicle Manufacturers, Dealers and Salespersons or its employee, or an

S-2.4

ment and shall contain a full description of the vehicle, the vehicle identification number, odometer reading, date of purchase, the actual or bona fide name and address of the owner, a statement of the title of applicant, together with any other information or documents the department requires to identify the vehicle and to enable the department to determine whether the owner is entitled to a certificate of title, and the description of any security interests in the vehicle. Program participants in the Address Confidentiality Program under 23 Pa.C.S. Ch. 67 (relating to domestic and sexual violence victim address confidentiality) may use a substitute address designated by the Office of Victim Advocate as their address.

(b) Signing and filing of application.—Application for a certificate of title shall be made within 20 days of the sale or transfer of a vehicle or its entry into this Commonwealth from another jurisdiction, whichever is later. The application shall be accompanied by the fee prescribed in this title, and any tax payable by the applicant under the laws of this Commonwealth in connection with the acquisition or use of a vehicle or evidence to show that the tax has been collected. The application shall be signed and verified by oath or affirmation by the applicant if a natural person; in the case of an association or partnership, by a member or a partner; and in the case of a corporation, by an executive officer or some person specifically authorized by the corporation to sign the application.

(c) Manufacturer's Statement of Origin for new vehicles.—If the application refers to a new vehicle, it shall be accompanied by the Manufacturer's Statement of Origin for the vehicle.

(d) Vehicles purchased from dealers.—If the application refers to a vehicle purchased from a dealer, the dealer shall mail or deliver the application to the department within 20 days of the date of purchase. The application shall contain the names and addresses of any lienholders in order of priority and the amounts and the dates of the security agreements and be assigned by the dealer to the owner and signed by the owner. Any dealer violating this subsection is guilty of a summary offense and shall, upon conviction, be sentenced to pay a fine of $50 for each violation. The requirement that the dealer mail or deliver the application to the department does not apply to vehicles purchased by fleet owners or governmental or quasi-governmental agencies.

(d.1) Presumption of receipt and grace period prior to prosecution.—Within one business day of receiving an application referring to a vehicle purchased from a dealer, the department shall stamp the application with a work identification number, which shall include the year and day that the application was received at the department. In determining whether a dealer has submitted an application in

$-2.5

Trailers 3

1. **Nonresident vehicles**

Since sections 1102 and 1303 of this title exempt a vehicle owned by a nonresident of Pennsylvania from registration and Certificate of Title requirements, comity required that, absent a showing that a defendant has not complied with another jurisdiction's registration requirements for reconstructed vehicles, a conviction under section 4943 of this title is not possible. Com. v. Shull, 28 Pa. D. & C.3d 764 (1982). Automobiles ⇐ 326

2. **Reciprocity**

As respects registration of a motor vehicle and a certificate of title, a resident of Pennsylvania cannot acquire the rights of a nonresident under a reciprocity agreement by maintaining a place of business in another state although the maintenance of such business may make him a "resident" of the other state within the meaning of its laws. Com. v. Stotler, 2 Adams L.J. 207, 25 Pa. D. & C.2d 434 (1962). Automobiles ⇐ 36

3. **Trailers**

That trailer had recently been built by firm for sale and had since been sold, but no certificate of title had been obtained for trailer, since an attempt to secure one had been unsuccessful because department of revenue refused to issue it until trailer was sold, was insufficient to justify a conviction for violation of provision of 75 P.S. § 201 (repealed) requiring obtaining of certificates of title for trailers but exempting dealers as to trailers not yet sold. Com. v. Woy, 61 Pa. D. & C. 62 (1948).

Fact that a semi-trailer owned by a Pennsylvania resident was leased to a Maryland corporation, and was primarily kept in Maryland, did not alter the rules, requiring registration and a certificate of title. Com. v. Stotler, 2 Adams L.J. 207, 25 Pa. D. & C.2d 434 (1962). Automobiles ⇐ 36

4. **Demonstrator or dealer cars**

Automobile that buyer purchased from dealership was a "new motor vehicle" under Automobile Lemon Law, though automobile had 9,628 miles on it when it was purchased, as it constituted a "demonstrator or dealer car;" automobile had never been titled, before automobile was sold it was used as the personal vehicle of dealership's owner and wife, and automobile qualified as a new motor vehicle under the Vehicle Code and the New Motor Vehicle Damage Disclosure Act. Meyers v. Volvo Cars of North America, Inc., 852 A.2d 1221, Super.2004, appeal denied 872 A.2d 1200, 582 Pa. 718. Consumer Protection ⇐ 9

§ 1103. Repealed by 1990, June 30, P.L. 266, No. 63, § 1, imd. effective

Historical and Statutory Notes

The repealed section, relating to applications for certificates of title, was derived from:

1923, May 24, P.L. 425, §§ 2, 17.
1925, April 27, P.L. 286.
1927, May 11, P.L. 886, art. II, § 202.
1929, May 1, P.L. 905, art. II, § 202 (75 P.S. § 32).
1931, June 22, P.L. 751, § 2.
1937, June 29, P.L. 2329, § 1.
1949, May 18, P.L. 1412, § 2.
1953, July 29, P.L. 1031, § 1.
1953, Aug. 19, P.L. 1084, § 1.
1959, April 29, P.L. 58, § 202 (75 P.S. § 202).
1967, Aug. 18, P.L. 242, § 1.
1976, June 17, P.L. 162, No. 81, § 1 (75 Pa.C.S.A. § 1103).
1983, June 14, P.L. 16, No. 8, § 1.
1984, July 10, P.L. 679, No. 146, § 2.
1990, Feb. 2, P.L. 1, No. 1, § 1.
1990, May 30, P.L. 173, No. 42, § 2.

See now, 75 Pa.C.S.A. § 1103.1.

§ 1103.1. Application for certificate of title

(a) Contents of application.—Application for a certificate of title shall be made upon a form prescribed and furnished by the depart-

8-2.6

ment of one's right of property, while, in the later, the infringement is the result of an act which is not wrongful in itself, but only in the consequences which may flow from it." *Id.*, 651.

While nuisance is distinguishable from negligence, we find that the distinction does not support appellant's right to pursue a negligence action in this case.

[4] ¶ 21 Presently, the exact same facts support both appellant's nuisance and negligence claims. Appellant ignores the fact that appellees' operation of their poultry farm is an infringement upon the use of appellant's property which "is not wrongful in itself, but only in the consequences which may flow from its[,]" and, thus, is properly a nuisance claim. *Kramer*, 19 A.2d at 363. Since appellant's negligence claim is really a nuisance claim, we find it is time-barred by operation of 3 P.S. § 954, as previously discussed.

¶ 22 Order granting summary judgment is affirmed.



COMMONWEALTH of Pennsylvania, Appellee,

v.

Thomas MYERS, Appellant.

Superior Court of Pennsylvania.

Submitted Jan. 12, 1999.

Filed March 1, 1999.

Defendant was convicted in the Court of Common Pleas, Philadelphia County, Criminal, Nos. 9703-3741, 97-008280, Jaffe, J., of knowing and intentional possession of cocaine. Defendant appealed. The Commonwealth Court, No. 68 Philadelphia 1998, Montemuro, J., sitting by assignment, held that: (1) observation of defendant entering house that was under surveillance for drug activity was sufficient to establish reasonable suspicion justifying investigatory stop, but not probable cause to arrest, and (2) frisk that followed stop was not justified.

Reversed.

1. **Criminal Law ⇐1158(4)**

When reviewing an order denying a motion to suppress evidence, reviewing court must determine whether the record supports the factual findings, inferences and legal conclusions of the trial court.

2. **Criminal Law ⇐1144.12**

When reviewing an order denying a motion to suppress evidence, reviewing court may only consider evidence of the Commonwealth's witnesses and so much of the evidence presented by the defendant which remains uncontradicted when fairly reading the record as a whole.

3. **Criminal Law ⇐394.6(5)**

Where defendant alleged that stop and frisk were both unlawful, reviewing court had to examine the investigating officer's actions at two levels of inquiry: the legality of the stop, and the propriety of the officer's actions subsequent to the stop.

4. **Arrest ⇐63.4(2)**

Probable cause justifying a warrantless arrest is determined by the totality of the circumstances.

5. **Arrest ⇐63.4(2)**

Where the facts and circumstances within a police officer's knowledge would warrant a person of reasonable caution to believe that an offense has been committed, probable cause to arrest typically exists.

6. **Arrest ⇐63.4(3)**

More than a mere suspicion or a good faith belief on the part of the police officer is required for probable cause to arrest.

7. **Arrest ⇐63.4(15, 16)**

That defendant entered house that was under surveillance for drug activity and was seen leaving approximately two minutes later, possibly with something in his hand, was insufficient to establish probable cause to arrest.

S-27

Exhibit S-3

Investigative and Enforcement Procedures

(TSA Investigative and Enforcement Procedures Showing Legal Provisions Applicable to Motor Vehicles and Dealers .)

[Code of Federal Regulations]
[Title 49, Volume 7]
[Revised as of October 1, 2002]
From the U.S. Government Printing Office via GPO Access
[CITE: 49CFR1503]

[Page 246-272]

TITLE 49--TRANSPORTATION

CHAPTER XII--TRANSPORTATION SECURITY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION

PART 1503--INVESTIGATIVE AND ENFORCEMENT PROCEDURES

Subpart A--Investigative Procedures

Sec.

1503.1 Reports of violations.
1503.3 Investigations (general).
1503.5 Formal complaints.
1503.7 Records, documents and reports.

Subpart B--Administrative Actions

1503.11 Administrative disposition of certain violations.

Subpart C--Legal Enforcement Actions

1503.12 Request for portions of the enforcement investigative report (EIR).
1503.13 Consent orders.
1503.15 Civil penalties: Civil penalties involving an amount in controversy in excess of $50,000, an in rem action, or injunctive relief.
1503.16 Civil penalties: Civil penalties involving an amount in controversy not exceeding $50,000.
1503.17 [Reserved]
1503.19-1503.20 [Reserved]
1503.21 Military personnel.
1503.23 [Reserved]
1503.25 Injunctions.
1503.27 [Reserved]
1503.29 Civil penalties: Streamlined enforcement procedures for certain security violations.

Subparts D-F [Reserved]

Subpart G--Rules of Practice in Transportation Security Administration (TSA) Civil Penalty Actions

1503.201 Applicability.
1503.202 Definitions.
1503.203 Separation of functions.
1503.204 Appearances and rights of parties.
1503.205 Administrative law judges.
1503.206 Intervention.
1503.207 Certification of documents.
1503.208 Complaint.
1503.209 Answer.
1503.210 Filing of documents.
1503.211 Service of documents.
1503.212 Computation of time.
1503.213 Extension of time.
1503.214 Amendment of pleadings.
1503.215 Withdrawal of complaint or request for hearing.
1503.216 Waivers.

S-3.1

1503.217 Joint procedural or discovery schedule.
1503.218 Motions.
1503.219 Interlocutory appeals.
1503.220 Discovery.
1503.221 Notice of hearing.
1503.222 Evidence.
1503.223 Standard of proof.
1503.224 Burden of proof.
1503.225 Offer of proof.
1503.226 Public disclosure of evidence.
1503.227 Expert or opinion witnesses.
1503.228 Subpoenas.
1503.229 Witness fees.
1503.230 Record.
1503.231 Argument before the administrative law judge.
1503.232 Initial decision.
1503.233 Appeal from initial decision.
1503.234 Petition to reconsider or modify a final decision and order the TSA decision maker on appeal.
1503.235 Judicial review of a final order.

Subpart H--Civil Monetary Penalty Inflation Adjustment

1503.301 Scope and purpose.
1503.303 Definitions.
1503.305 Cost of living adjustments of civil monetary penalties.

Authority: 18 U.S.C. 6002; 28 U.S.C. 2461 (note); 49 U.S.C. 114, 40113-40114, 40119, 44901-44907, 46101-46107, 46109-46110, 46301, 463 46311, 46313-46314.

Source: 67 FR 51483, Aug. 8, 2002, unless otherwise noted.

Subpart A--Investigative Procedures

* * * * * * NO SUMMARY FOUND -- VIEW "TEXT" TO SEE COMPLETE FILE * *

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Jan. 20, 2009, a copy of the attached **Notice of and Supplemental Evidentiary Exhibits No. 1**, by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Jan. 20, 2009 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
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FILED 4cc
01:00 BA JAN 20 2009 Atty
William A. Shaw
Prothonotary/Clerk of Courts

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

REPLY TO DEFENDANT'S ANSWER TO PLAINTIFF'S MOTION FOR SANCTIONS AND MOTION FOR DETERMINED RULING, AND MOTION TO WITHDRAW OR AMEND ADMISSIONS

NOW COMES the Plaintiff, David L. Nearhood, and files this within Reply to Defendant's Answer to Plaintiff's Motion for Sanctions and Motion for Determined Ruling, and Motion to Withdraw or Amend Admissions; and in support of his original Motions for Sanctions and a Determined Ruling, and Plaintiff therefore and hereby replies and avers as follows:

1. Defendant refused to and did not admit nor deny that he had 30 days to respond to Plaintiff's Requests for Admissions as under the clear instructions contained within Exhibit 1 therein.

2. No further reply is necessary by Plaintiff to Defendant's answer in his Paragraph 2.

3. Plaintiff objects to Defendant's answer in his Paragraph 3 in that it is evasive, irrelevant and prevaricating. Plaintiff stated nothing in his original motion at his Paragraph 3 related to "Defendant's Answers and Objections to Plaintiff's Requests for Admissions [being]sic served on Plaintiff on October 17, 2008.". Rather, the Defendant in his prevarication and evasion, has failed to adequately respond to either admit or deny in his answer at his Paragraph 3 relative to the relative subject matter at hand in Plaintiff's original motion at Plaintiff's 3 therein, namely, viz, that "The Defendant Citizen's Auto Finance Corp., did not timely supply his answers to Plaintiff's Request for Admissions as demanded and required of the Defendant within the 30 days notice succinctly stated therein."

4. Plaintiff objects to Defendant's answer here as another prevarication and outright lie. Plaintiff avers MOST STRONGLY that he NEVER at any time requested that either Defendant's "undersigned counsel" or the "Defendant respond to the Requests for Admissions" at that late date of 52 days after the original requests, as stated in his original Motion at Paragraphs 4, 6-8, 11, and 14-15, et al. Plaintiff would offer and pose this question to the Court as to Defendant's now absurd claim here: Why would Plaintiff, in contacting Defendant to inform him that Defendant's had not served his answers timely within the required 30 day period, and in Plaintiff attempting to find out if Defendant was refusing to cooperate with Plaintiff, give up a clear strategic advantage and waive untimely service at 52+ days of the Requests for Admissions, when the Rules of Court deem that such failure to timely respond to the questions shall be construed as the adverse party having admitted to all such questions?

5. Plaintiff objects to Defendant's answer here as yet another prevarication and outright evasion and omission of the truth in stating only that "It is admitted that Defendant's undersigned counsel informed Plaintiff that Defendant would respond to Plaintiff's requests for Admissions". Defendant, further, refused to answer, ignored, evaded, and neither admitted nor denied the basic premise and context of the Plaintiff's statement in his Paragraph 5 of his original Motion, namely that the Defendant's attorney James C. Warmbrodt, had swiftly terminated the phone conversation and then hung up, and stating only before he hung up that, no he was not refusing to cooperate with the discovery and that he would send out the answers to the Plaintiff's Request for Admissions the same day. Plaintiff objects here that Defendant or Defendant's counsel, in his evasions and omissions in prevaricating upon this answer in his answer at Paragraph 5, therein, has failed to either admit or deny that he had hung up on the phone conversation on October 16, **before** obtaining or eliciting Plaintiff's approval to serve the answers late. Plaintiff herein objects that Defendant cannot dodge his basic responsibility under the law to timely serve his answers upon Defendant then bob and weave and then smoothly and slickly attempt to get around the statutes' clear requirements by merely stating to Plaintiff in the phone conversation that he can't find them in his file, that he "must've forgot to send them", but that he's going to "look for them" and he's going to send the (late) answers anyway that same day, and then swiftly hanging up on Plaintiff before Plaintiff can even give his permission or denial to Defendant to serve them late. Plaintiff solemnly avers herein that he did not and would not have given such permission to the Defendant even if he had asked before hanging up.
6. Plaintiff objects to Defendant's answer here in his Paragraph 6 as still yet another

prevarication and outright evasion and omission of the truth in stating only that "It is admitted that Exhibit 3 is a copy of the Defendant's Answers and Objections to Plaintiff's Requests for Admissions that were served on Plaintiff on October 17, 2008." Defendant refused to, ignored, evaded, and neither admitted nor denied the basic premise and context of the Plaintiff's statement in his Paragraph 6 of his original Motion, namely that the Defendant's attorney James C. Warmbrodt, had, on October 17, 2008, **served an late untimely copy** of Defendant's Answers and Objections to Plaintiff's Requests for Admissions.

7. Plaintiff herein objects to Defendant's answer in his Paragraph 7 as yet another smooth and slick evasion, sidetrack and omission of the truth. Plaintiff said nothing in his Paragraph 7 of his original Motion of the date of service, October 17, 2008, of Defendant's late answers. Plaintiff objects to Defendant's answer in his Paragraph 7 in that he neither admitted nor denied the basic premise and context of the Plaintiff's statement in his Paragraph 7 of his original Motion, namely that Plaintiff stated only that he (the Defendant) was late in serving his answers or objections at over 52 days **"later than the original date of service of the Request for Admissions on August 26, 2008..."**. Plaintiff herein further objects to Defendant's mis-characterization and evasions of Plaintiff's remaining averments in his Paragraph 7 as "conclusions of law" as Plaintiff has merely cited the supporting statutes and grounds in his Motion, as to time to respond to the Request for Admissions and/or to make objections in the Discovery Process, since either party is allowed to cite what he thinks is applicable statutes or law in support of and backing up his argument and as Plaintiff and a pro-se litigant, has only and merely done here as is his Right and entitlement, but it is up to the Court to make final

interpretations of them as to the law and the facts which is what Plaintiff has intended and has done all along.

8. Plaintiff objects to Defendant's answer in general denial "as stated" here as still yet another prevarication and outright lie and set of evasions and distortions of the truth and inadequate and insufficient. Plaintiff incorporates his responses in his previous Paragraphs 4-7, supra, as though they were cited in their entirety. Plaintiff avers MOST STRONGLY that he NEVER at any time "During the telephone conversation" had "requested that Defendant serve responses to the Requests for Admissions" at that late date of 52 days after the original requests, as stated in his original Motion at Paragraphs 4, 6-8, 11, and 14-15, et al. Furthermore, Plaintiff objects to Defendant's general denial "as stated" answer in his Paragraph 8 as more smooth and slick distortion, evasion, sidetrack and omission of the truth and inadequate and insufficient in that in his answer at Paragraph 8, he neither specifically admitted nor specifically denied the specific premises and context of the Plaintiff's statement in his Paragraph 8 of his original Motion, viz, namely that Defendant failed to specifically allege that Plaintiff [allegedly] waived the 30 day time limit for the Defendant to Answer, or failed to specifically allege that Plaintiff [allegedly] consented or stipulated to an extension of time for the Defendant to answer the Request for Admissions, NOR did Defendant and the Defendant in fact failed to specifically allege that the topic of any such waiver or stipulation to extension of time ever came up with either party during the course of the telephone conversation.

9. Plaintiff notes that in Defendant's answer in his Paragraph 9, therein, that in Defendant's admission to Plaintiff's statement in his Paragraph 9 of his original Motion therein, that the Defendant has NOW ADMITTED, contrary to all his previous answers in his Answer

in opposition to Plaintiff's Motion for Sanctions and Determined Ruling, **that he did not timely within the time limit allowed, seek a court order to extend the time to answer Plaintiff's Requests for Admissions**. so that he would be "on time". The Defendant has admitted to this Court that he knows he was not on time and did not timely answer the Plaintiff's Requests for Admissions, but yet he is denying this basic fact otherwise and elsewhere in his Response in opposition to Plaintiff's Motion. In other words, this Defendant Citizen's Auto Finance Corp. and it's Attorney, James C. Warmbrodt, is knowingly and willingly and in bad faith wasting this Honorable Court's time and resources in frivolously opposing the Plaintiff in his Motion when he admittedly knows he was late in answering the Plaintiff's Requests for Admission, but then filing with this Court anyway a frivolous and false Response in Opposition to Plaintiff's Motion for Sanctions where he has admitted he was late but then denying it inconsistently in other parts of his Response. As Defendant has admitted to, the Plaintiff's original statement as found in his Motion for Sanctions and for a Determined Ruling is recited as follows: "*The Defendant, Citizen's Auto Finance Corp., has NEVER at any time or timely, within the time limit allowed, sought an Order from the Court to lengthen the **TIME REQUIRED** to serve an Answer or Objections upon the Plaintiff, and this Honorable Court has NOT EVER issued such an Order*".

10. Plaintiff herein further objects to Defendant's mis-characterization and evasions of Plaintiff's remaining averments in his Paragraph 10 as "conclusions of law" as Plaintiff has merely cited the supporting statutes and grounds in his Motion, as to time to respond to the Request for Admissions and/or to make objections in the Discovery Process, since either party is allowed to cite what he thinks is applicable statutes or law in support of and

backing up his argument and as Plaintiff and a pro-se litigant, has only and merely done here as is his Right and entitlement, but it is up to the Court to make final interpretations of them as to the law and the facts which is what Plaintiff has intended and has done all along.

11. Plaintiff herein further objects to Defendant's mis-characterization and evasions of Plaintiff's remaining averments in his Paragraph 11 as "conclusions of law" as Plaintiff, again, has merely referred to his previous citing of the supporting statutes and grounds in his Motion, as to time to respond to the Request for Admissions and/or to make objections in the Discovery Process, since either party is allowed to cite what he thinks is applicable statutes or law in support of and backing up his argument and as Plaintiff and a pro-se litigant, has only and merely done here as is his Right and entitlement, but it is up to the Court to make final interpretations of them as to the law and the facts which is what Plaintiff has intended and has done all along. Furthermore, Plaintiff objects to Defendant's mis-characterization and distortion of the facts as allegedly being a "conclusion of law" herein this Paragraph 11 of Plaintiff's original Motion, as Plaintiff therein merely cited a fact in his pleading that was and is indisputable, namely that "At fifty two (52) days, the Defendant has far exceeded the time limit of 30 days allowed to serve an written answer and/or objection to the request for admissions".

12. Plaintiff herein further objects to Defendant's mis-characterization and evasions of Plaintiff's remaining averments in his Paragraph 12 as "conclusions of law" as Plaintiff has merely cited yet another supporting statute and grounds in his Motion, as to time to respond to the Request for Admissions and/or to make objections in the Discovery Process from the time of service of original process, since either party is allowed to cite

what he thinks is applicable statutes or law in support of and backing up his argument and as Plaintiff and a pro-se litigant, has only and merely done here as is his Right and entitlement, but it is up to the Court to make final interpretations of them as to the law and the facts which is what Plaintiff has intended and has done all along.

13. Plaintiff generally and specifically denies and objects to Defendant's averment and distortion of facts as vague and an attempt at creating confusion and an apparent attempt at obfuscation that "*Plaintiff's averments restate the averments contained in the preceding paragraphs of his motion, to which Defendant has previously responded, above, and Defendant incorporates its response by reference thereto as though herein set forth at length*". Plaintiff hereby replies that first of all, his statement in Paragraph 13 of his original Motion was only referring to a different statute regarding a 45 day time limit than what he had previously referenced in Paragraph 9 of his Motion regarding the 30 day time limit statute. Secondly, there were no restated averments of anything in the preceding paragraphs, as Defendant has alleged, regarding the 45 day time limit or anything else for that matter, as Plaintiff only referenced the 45 days and the fact that the Court had not issued a court order nor had the Defendant served any paperwork upon the Plaintiff within the 45 days. Thirdly, if Defendant's averments in the previous statements herein this Reply of this Paragraph are fact, the Defendant had previously admitted the truth of Paragraph 9, and presumably then, his response in his Answer at his Paragraph 13 therein, also apparently indicates he is admitting the truth of Plaintiff's Paragraph 13 of his original Motion, in Defendant's Response in Opposition. Plaintiff would further object to any vague unidentified reference by Defendant to any incorporated "preceding paragraph" such as Paragraphs 10-12 of his original Motion without specification thereof,

wherein Defendant would imply or infer by innuendo that Plaintiff was somehow making, [allegedly], "conclusions of law".

14. Plaintiff generally and specifically denies and objects to Defendant's averment and distortion of facts as vague and an attempt at creating confusion and an apparent attempt at obfuscation that "*Plaintiff's averments restate the averments contained in the preceding paragraphs of his motion, to which Defendant has previously responded, above, and Defendant incorporates its response by reference thereto as though herein set forth at length*". Plaintiff hereby replies that first of all, his statement in Paragraph 14 of his original Motion was only referring to a different statute regarding a 45 day time limit than what he had previously referenced in Paragraphs 9-12 of his Motion regarding the 30 day time limit statute. Secondly, there were no restated averments of anything in the preceding paragraphs, as Defendant has alleged, regarding the 45 day time limit or anything else for that matter, as Plaintiff only referenced the Defendant as exceeding the 45 days time limit on time of service with respect to the fact that the Defendant had not served any paperwork at all upon the Plaintiff until within the 52 days mentioned. Plaintiff would further object to any vague unidentified reference by Defendant to any incorporated "preceding paragraph" such as Paragraphs 10-12 of his original Motion without specification thereof, wherein Defendant would imply or infer by innuendo that Plaintiff was somehow making, [allegedly], "conclusions of law".

15. Plaintiff generally and specifically denies and objects to Defendant's averment and distortion of facts as legal mumbo jumbo and vague and an attempt at creating confusion and an apparent attempt at obfuscation that "*Plaintiff's averments restate the averments contained in the preceding paragraphs of his motion, to which Defendant has previously*

responded, above, and Defendant incorporates its response by reference thereto as though herein set forth at length". Plaintiff hereby replies that first of all, his statement in Paragraph 15 of his original Motion was only referring for the first time to a formal specific objection by Plaintiff for the record to preserve his Rights from the facts previously set up in his Motion, regarding being served at 52 days from service of the original process instead of by the 30 days as required, and Plaintiff supplied thereat the rationale he previously established to this objection of not having waived or giving consent to the Defendant of going beyond the 30 days. Secondly, there were no restated averments of anything in the preceding paragraphs regarding the specific objection established above, as Defendant has alleged. Plaintiff would further object to any vague unidentified reference by Defendant to any incorporated "preceding paragraph" such as Paragraphs 10-12, or any other Paragraphs of Plaintiff's Motion of his original Motion without specification thereof, wherein Defendant would imply or infer by innuendo that Plaintiff was somehow making, [allegedly], "conclusions of law".

16. The Plaintiff herein Replies to Defendant's Answer to Plaintiff's Motion at Paragraph 16 therein that Plaintiff generally and specifically denies all of the Defendant's assertions therein. Plaintiff specifically denies Defendant's allegation that "Plaintiff's averments constitute conclusions of law". Plaintiff hereby further believes and states and asserts that Defendant is hiding behind the "conclusions of law" objection to avoid answering many legitimate questions that relate to statements or opinions of fact or applications of law to fact that have been or can easily be established as triable fact from the available evidence submitted so far by the Plaintiff. Furthermore, Plaintiff objects to Defendant's hiding behind the "conclusions of law" excuse or doctrine to attempt obfuscating the issue with

the Court, and resisting and attempt thwarting the Plaintiff on attempting to legitimately establish what is the relevant law or application of law in the evidence Plaintiff has submitted, and to these discoverable and triable facts established, and including but not limited to facts and facts of the applicable law as contained within the contractual documents themselves that bear on the question of breach of contract or breach of duty established therein that the Court itself has allowed in Plaintiff's breach of contract complaint, and of which Defendant has done and indeed attempted to thwart and frustrate Plaintiff in his evasion on most of the Discovery questions that Plaintiff submitted to him. Furthermore, Plaintiff avers and solemnly declares that he set forth in the Request for Admissions on the issues that relate to statements or opinions of fact or of the application of law to fact, very clear and not vague questions, contrary to the allegations of Defendant, including but not limited to the genuineness, authenticity, correctness, execution, signing, delivery, mailing or receipt of any document described in the request that relate to any documents that Defendant may have received from Defendant Rider Ford. These are not "conclusions of law" for documents in Defendant Citizen's Auto Finance Corp.'s custody received from Defendant Rider Ford to compare to documents that Plaintiff had and submitted into evidence in the Court for genuineness, authenticity, correctness, execution, signing, delivery, mailing or receipt of any document, and said documents being identical or not, etc. Plaintiff denies Defendant's assertion that "the majority of Plaintiff's requests required Defendant to admit or to assume "conclusions of law". To the contrary, the questions were very clear as to the chain of evidence of fact or opinions of fact and the application of law to those facts on the documents submitted or to an event that Defendant could have easily answered without prejudice by merely

admission or denial. The format of some of the questions Defendant refused to answer were serial premises of fact leading to a chain of evidence, and based upon the admissions or denials of the facts and premises of the previous question, the Defendant should have had no problem admitting or denying the facts of the next question based upon the admission or denial of the previous question establishing or dis-establishing the premise or fact presumed or not. This is a valid and fair method of discovery and and without prejudice for Plaintiff as he can answer accordingly to admit or deny or qualify his answer as to a part of anything he cannot admit or deny. The Plaintiff also objects to and rejects Defendant's assertion that "many of Plaintiff's requests were so general or so vague as to preclude the admission or denial of the requests. To the contrary, the requests were very clear and concisely worded in mostly simple language to answer in the positive, negative or double negative sense in accordance with the rules of discovery to word questions as to the truth to either admit or deny that any person of ordinary intelligence, much less an established bar lawyer could figure out and answer accordingly or to qualify the answer if he is not sure of the "correct" answer. Plaintiff further rejects and objects to Defendant's assertion as complete nonsense and an evasion that "Other of Plaintiff's requests required Defendant to admit matters within the exclusive knowledge, custody or control of Defendant Rider Ford, Inc." To the contrary of Defendant's assertion, Plaintiff believes and therefore asserts that all of the questions submitted to Defendant Citizen's Auto about matters of "exclusive knowledge", custody or control **had to do with documents Citizen's Auto possesses or should possess within the non-exclusive knowledge, custody or control of Defendant Citizen's Auto Finance Corp.** As to Defendant's claim that "many of Plaintiff's requests were compound and included

more than one of the aforementioned objectionable features", Plaintiff responds that such allegedly "compound" questions were not complex or vague or misleading, and were serial or sequential in nature numbered such as the example of #18 a, b, c, d, etc, and Plaintiff would further object that Defendant's objection here in such cases is mostly "an insignificant technicality" such that they weren't instead, for example, numbered 18, 19, 20 and 21, etc. As stated above, the format of some of the questions Defendant refused to answer were not complex "compound" questions that were somehow indecipherable or incomprehensible as Defendant claimed, but were instead serial premises of fact leading to a chain of evidence, and based upon the admissions or denials of the facts and premises of the previous question, the Defendant should have had no problem admitting or denying the facts of the next question based upon the admission or denial of the previous question establishing or dis-establishing the premise or fact presumed or not. This is a valid and fair method of discovery and and without prejudice for Plaintiff as he can answer accordingly to admit or deny or qualify his answer as to a part of anything he cannot admit or deny. Finally, the Plaintiff asserts that even if Defendant has any valid objections to the questions as is, they can be easily reworded, altered and/or amended by the Plaintiff to remove virtually all of Defendant's objections, if the Court so orders as it has discretion to do so and in the event that it denies Plaintiff's Motion herein. Since, as Plaintiff maintains, the information sought is reasonably calculated to lead to the discovery of admissible evidence for trial, and Plaintiff therefore gives mandatory judicial notice that he herein reserves the Right to appeal or to alternatively file a separate motion for sanctions on Defendant to compel discovery if these present Motions before the Court for a Determined Ruling that Plaintiff's Request for Admissions be deemed admitted by

Defendant are denied. Plaintiff also declares and maintains that if the Court denies this Motion and permits the withdrawal by Defendant's attorney of his answers or allows the amendment of his answers on some minor insignificant non-substantiative technicality as Defendant has claimed in his request in his motion, that this will then prejudice Plaintiff in maintaining the action or defense on the merits in this case of triable issues the court has already ruled on in Plaintiff's favor in the Complaint. Moreover, this would also be a significant waste of judicial resources and the Court's time, since Plaintiff would then have the right to simply amend or reword and resubmit his same questions for discovery that would remove Defendant's technical objections of the wording, in any event, and then submit any followup discovery needed depending upon the answers then obtained from Defendant.

17. Plaintiff objects to Defendant's assertions as absurd in his Paragraph 17 that Plaintiff's averments constitute conclusions of law., as the Plaintiff properly pointed out and objected properly instead, to several defects of fact and facts of law in Defendant's Verification that Plaintiff believed invalidated Defendant's document, viz, the Answer/Objections to Plaintiff's Request for Admissions as filed by Defendant. The Plaintiff further objects to Defendant's Answer in his Paragraph 17 as an evasion, an obfuscation and a distortion of misleading the Court, if not an outright prevarication, where he states "By way of further response, a **Verification** executed by the Defendant has been served on the Plaintiff", since the Defendant failed to disclose that the aforesaid **Verification** mentioned in his Paragraph 17 of his Answer to Plaintiff's Motion, was in fact not the same defective Verification that Plaintiff originally complained about in his Motion at Paragraph 17 therein. But rather, this document was a new **Verification** that

Defendant filed in the Prothonotary's office and served as a standalone document on the Court and the Plaintiff, within a Praecipe for Substitution, and that Defendant purported to say was a "corrected" document that he tried to slip through, and bypass the issue Plaintiff timely raised, and get it past the Court ex post facto nunc pro tunc into his Answer to Requests for Admissions document that he filed, when it was in fact this very same issue that was raised by Plaintiff beforehand on the original verification in contained in Defendant's Answer to Requests for Admissions that Plaintiff objected was late and void ab initio, and that was under challenge by Plaintiff as being defective. Plaintiff has also objected to this attempted substitution of Verification Document in more detail in his Notice of Objection to Defendant's Praecipe for Substitution of Verification and Motion to Set Aside Praecipe.

18. Plaintiff objects to Defendant's assertions as absurd in his Paragraph 18 that Plaintiff's averments constitute conclusions of law as Defendant references he has incorporated his response in his Paragraph 17 thereto, since the Plaintiff properly pointed out and objected properly instead, to more defects of fact and facts of law in Defendant's Verification that Plaintiff believed invalidated Defendant's document, viz, Defendant's incorrect claim he was the Plaintiff and where Plaintiff further objected that it was still absurd for the Defendant to claim that the Plaintiff's (or, more correctly, the Defendant's) Verification cannot be or could not be obtained within the time allowed for the filing of this pleading.

19. Plaintiff generally and specifically denies and objects to Defendant's averment and distortion of facts in his Paragraph 19 as vague and an attempt at creating confusion and an apparent attempt at obfuscation that "*Plaintiff's averments restate the averments contained in the preceding paragraphs of his motion, to which Defendant has previously*

responded, above, and Defendant incorporates its response by reference thereto as though herein set forth at length". Plaintiff hereby replies that first of all, his statement in Paragraph 19 of his original Motion was only referring to one of Defendant's previous arguments that even if his client was somehow out of the jurisdiction and could not be contacted in time to timely obtain the Defendant's verification, that it was still incumbent upon the Defendant's attorney to timely notify the Plaintiff within the time allowed (30 days) to seek concurrence to an extension of time or to otherwise seek a court order for the same. Secondly, Plaintiff objects to and denies Defendant's assertion as false that "*Plaintiff's averments restate the averments contained in the preceding paragraphs of his motion, to which Defendant has previously responded, above*". To the contrary, this was the first time that Plaintiff raised this specific issue in his original Motion in Paragraph 19.

20. Plaintiff objects to Defendant's assertions as absurd in his Paragraph 20 that Plaintiff's averments constitute conclusions of law as Defendant references he has incorporated his response in his Paragraph 17 thereto, since the Plaintiff properly pointed out and objected properly instead, to yet even another glaring admission and contradiction of fact by the Defendant in his Verification that Plaintiff believed invalidated Defendant's document, viz, at his Verification at Page 9 of his Defendant's Answers and Objections to Plaintiff's Requests for Admissions, wherein Defendant openly admitted that "the Plaintiff's[sic] (or, more correctly, the Defendant's)[sic] Verification cannot be obtained ***within the time allowed for the filing of this pleading***".

WHEREFORE the Plaintiff for all the above reasons, and in the interests of Justice, hereby respectfully requests this Honorable Court deny Defendant's requests to deny Plaintiff relief in his Answer to Plaintiff's Motion for Sanctions and Motion for Determined Ruling, and Motion to Withdraw or Amend Admissions; and for a Ruling and a Court Order GRANTING the Plaintiff's original ***Motion for Sanctions,*** and the ***Motion for a Determined Ruling,*** namely, viz, ***THAT Plaintiff's Request for Admissions to Defendant Citizen's Auto Finance Corp. be and is Hereby Deemed to be Admitted in their Entirety Due to Failure of Defendant Citizen's Auto to Timely Answer Plaintiff's Request for Admissions/Interrogatories in Accordance with the Pennsylvania and the Federal Rules of Civil Procedure***; or in the alternative if Plaintiff's Motions for Sanctions and Determined Ruling are denied, that this Honorable Court then in that case grant leave to the Plaintiff for a Motion to compel Defendant for his answers to discovery, and that leave be further granted to the Plaintiff to modify, amend and reword his discovery questions to remove Defendant's objections, and to Order that Defendant then be compelled to answer them.

Respectfully submitted,

Dated: Jan. 20, 2009 by David L. Nearhood

David L. Nearhood, *in propria persona*
Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **Reply to Defendant's Answer to Plaintiff's Motion for Sanctions and Motion for Determined Ruling, and Motion to Withdraw or Amend Admissions**, are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Jan. 20, 2009 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	:
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RIDER FORD, INC., a/k/a RIDER FORD	:
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	:
	:
	:
Defendants	:

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Jan. 20, 2009, a copy of the attached **Reply to Defendant's Answer to Plaintiff's Motion for Sanctions and Motion for Determined Ruling, and Motion to Withdraw or Amend Admissions**, by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
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Bellefonte, PA 16823-3002
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Respectfully submitted,

Dated: Jan. 20, 2009 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
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FILED 4cc
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JAN 20 2009 Piff
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
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	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	: JUDICIAL NOTICE
Defendants	**:**

NOTICE OF CORRECTION OF RECORD AND AMENDMENT OF PLAINTIFF'S COMPLAINT AT PARAGRAPH 24, *FILED WITH COURT ADMINISTRATOR JANUARY 20, 2009,* DUE TO INADVERTANT CLERICAL ERROR AND MISTAKE

COMES NOW the Plaintiff in this action, David L. Nearhood, and hereby gives judicial notice to this Honorable Court and to all other parties in this case, Rider Ford, Inc. and Citizen's Automobile Finance Corp., and any other party of interest, that he made an inadvertent clerical errors by mistake from what he intended in his previous Complaint pleading filed with the Court Administrator June 8, 2007, when the Complaint as described above was prepared, and Plaintiff hereby wishes to correct and clarify for the Court record and amend the pleading as a matter of course by giving this Notice so as to avoid any potential misunderstandings or possible misconstruing of his meaning or intent.

1. Plaintiff herein gives Judicial Notice of his Notice of Correction of Record and Amendment of Plaintiff's Complaint at Paragraph 24, filed with this Court, whereby Plaintiff has amended the words "tampered with" to read the word "omitted" due to

inadvertent error.

2. Plaintiff hereby notes that in his previously filed "**NOTICE OF CORRECTION OF RECORD AND AMENDMENT TO PLAINTIFF'S PLEADING" at Paragraph 5,** that he previously gave notice at lines 1 through 3 in the top of his ***Reply Brief to Defendant Rider Ford, Inc.'s Brief in Support of Preliminary Objections***, Page 9, that he had an inadvertent clerical error in his Complaint where he stated that the phrase "tampered with" should have read "omitted". This refers to the Plaintiff's Complaint at Paragraph 24, therein. In that notice, Plaintiff also had an inadvertent clerical error where he misspelled the word for "inadvertent" as "inadvertsant". The word was corrected and amended by Plaintiff and Plaintiff gave instructions that all parties should denote the change so that the sentence would correctly read "**The Plaintiff had an inadvertent error in his complaint where he said the Defendant tampered with the GVWR results. The word for "tampered with" should have been "omitted" as was** intended".

3. The original Paragraph 24 in the Complaint read "***On or about May 9, 2007, the Plaintiff, in order to gain more evidence to the end of proving his claims in Paragraphs 1 thru 23, supra, of this Complaint, and to help prove his case that the dealer tampered with the weight results and gave him inaccurate ratings...***", but the original should read "***On or about May 9, 2007, the Plaintiff, in order to gain more evidence to the end of proving his claims in Paragraphs 1 thru 23, supra, of this Complaint, and to help prove his case that the dealer omitted the weight results and gave him inaccurate ratings...***", *ibid.* Plaintiff herein gives notice of his Notice of Correction of Record and Amendment of Plaintiff's Complaint at Paragraph 24, filed with this Court, whereby Plaintiff has

amended the words "tampered with" to read the word "omitted" due to inadvertent error.

Respectfully submitted,

Dated: Jan. 20, 2009 by David L. Nearhood
David L. Nearhood
Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **NOTICE OF CORRECTION OF RECORD AND AMENDMENT OF PLAINTIFF'S COMPLAINT AT PARAGRAPH 24, *FILED WITH COURT ADMINISTRATOR JANUARY 20, 2009*,DUE TO INADVERTANT CLERICAL ERROR AND MISTAKE,** are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Jan. 20, 2009 by David L. Nearhood

David L. Nearhood, *in propria persona*
Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	: JUDICIAL NOTICE
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I caused to be served on Jan. 20, 2009, a copy of the attached **NOTICE OF CORRECTION OF RECORD AND AMENDMENT OF PLAINTIFF'S COMPLAINT AT PARAGRAPH 24, *FILED WITH COURT ADMINISTRATOR JANUARY 20, 2009*,DUE TO INADVERTANT CLERICAL ERROR AND MISTAKE,** by depositing a true and correct copy in the U.S. Mail, 1st class postage prepaid, to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Jan. 20, 2009 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

FILED 4cc A1ff
019:50cm
JAN 28 2009
William A. Shaw
Prothonotary/Clerk of Courts

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

NOTICE OF AND SUPPLEMENTAL EVIDENTIARY EXHIBITS NO. 2

COMES NOW the Plaintiff in this Action, David L. Nearhood, and hereby submits this **Notice of and** the attached **Supplemental Evidentiary Exhibits No. 2** document that is to be submitted into evidence in this case for both the Court and for the Jurors in the Jury trial as Plaintiff previously notified all parties he desires in his Notice and Demand for Jury Trial, all in support of Plaintiff's **Complaint**, and to help prove his case of fraud, breach of contract, negligence, etc., including but not limited to the following Exhibits attached to this Notice: **(1).**. ***Copy of Envelope that Attorney for Defendant Citizen's Auto Finance Corp. Sent Plaintiff in Service of his Motion for Summary Judgment, and in Support of Plaintiff's Averments that Defendant's Statements as to Dates and Times of Service were untrue and prevaricating in***

Court on January 22, 2009 and in Paragraphs 15 and 16 of his Motion for Summary Judgment; and as Plaintiff Stated at the Hearing on January 22, 2009, and as Stated by Plaintiff in Paragraphs 15 and 16 of his Plaintiff's Response in Opposition to Defendant's Motion for Summary Judgment.

Respectfully submitted,

Dated: Jan. 28, 2009 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

TABLE OF CONTENTS
(Supplemental Evidentiary Exhibits No. 2)

Exhibit #	Description
Exhibit S-4	**Copy of Envelope that Attorney for Defendant Citizen's Auto Finance Corp. Sent Plaintiff in Service of his Motion for Summary Judgment, and Statement of Plaintiff in Support of His Averments:**

that Defendant's Statements as to Dates and Times of Service were untrue and prevaricating in Court on January 22,2009 and in Paragraphs 15 and 16 of his Motion for Summary Judgment; and as Plaintiff Stated at the Hearing on January 22, 2009, and as Stated byPlaintiff in Paragraphs 15 and 16 of his Plaintiff's Response in Opposition to Defendant's Motion for Summary Judgment.

EXHIBIT S-4

Copy of Envelope that Attorney for Defendant Citizen's Auto Finance Corp. Sent Plaintiff in Service of his Motion for Summary Judgment,

and Statement of Plaintiff in Support of His Averments

In Support of Plaintiff's Averments that Defendant's Statements as to Dates and Times of Service were untrue and prevaricating ***in Court on January 22, 2009*** and ***in Paragraphs 15 and 16 of his Motion for Summary Judgment***; and ***as Plaintiff Stated at the Hearing on January 22, 2009***, and ***as Stated by Plaintiff in Paragraphs 15 and 16 of his Plaintiff's Response in Opposition to Defendant's Motion for Summary Judgment*** - **The following excerpts are extracted out of Plaintiff's Response in Opposition to Defendant's Motion for Summary Judgment from Paragraphs 15 and 16:**

"

15. Plaintiff Denies as untrue and prevaricating and distorting and attempting to twist and confuse the dates, in reserving and without waiving any or all of his other responses herein, to Defendant's averment in his Paragraph 15 of his Motion, that Defendant allegedly served his Request for Admissions upon the Plaintiff on April 11, 2008. Plaintiff avers that in spite of indicated service date of April 10, 2008 on the Requests, that Plaintiff actually certified the postmark of service on his office meter mail stamp at April 14, 2008, while Defendant actually dropped it off in the mail at the post office on April 14, 2008, and Plaintiff did not receive the Defendant's Requests for Admissions at April 16, 2008. Plaintiff called Defendant's attorney James Warmbrodt and informed him that he did not actually receive the document until April 16, and Plaintiff responded to Defendant's requests at 27 days later as Plaintiff shows in Paragraph 16, *infra*. Plaintiff further avers that Defendant actually served his said Requests for Admissions on April 10, 2008, however Defendant's Exhibit 4 in his Motion is a true and correct copy of same.
16. Plaintiff Denies as untrue, in reserving and without waiving any or all of his other responses herein, to Defendant's averment in his Paragraph 16 of his Motion that Plaintiff

served his Response to the Request for Admissions upon the Defendant on May 20, 2008. Plaintiff avers that Plaintiff actually served upon Defendant his Responses/Answers to Defendant's Requests for Admissions on May 13, 2008. "

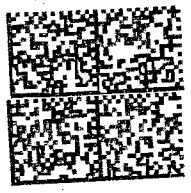
The envelope should now be carefully examined on the next page of this exhibit.

WELTMAN, WEINBERG & REIS
Co., L.P.A.

1400 KOPPERS BUILDING
436 SEVENTH AVENUE
PITTSBURGH, PA 15219-9517

Address Service Requested

PRESORTED
FIRST CLASS



neopost

049J82041982
$00.543
04/11/2008
Mailed From 15219
US POSTAGE

** 04/14/08 PGH PA 152 **

DAVID L NEARHOOF
1223 OAK GROVE RD
MORRISDALE PA 16858

BARYS12 16858

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **Notice of and Supplemental Evidentiary Exhibits No. 2,** and in **the attached Supplemental Evidentiary Exhibit No. S-4,** are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Jan. 28, 2009 by David L Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Jan. 28, 2009, a copy of the attached **Notice of and Supplemental Evidentiary Exhibits No. 2**, by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Jan 28, 2009 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

UA

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

DAVID L. NEARHOOD
Plaintiff
vs.
RIDER FORD, INC., a/k/a RIDER FORD and CITIZENS AUTOMOBILE FINANCE CORPORATION,
Defendants

No. 07-908-CD

ORDER

NOW, this 28th day of January, 2009, upon request of the Plaintiff for an additional period of time for discovery; it is the ORDER of this Court that the parties have an additional thirty (30) days to conduct discovery and to file the same with the record.

Following receipt of this information the Court will render a decision on Defendant Citizens Automotive Finance Corporation's Motion for Summary Judgment.

BY THE COURT,

Judge J. Ammerman

FREDRIC J. AMMERMAN
President Judge

FILED
01:00 BY
JAN 29 2009
(610)
William A. Shaw
Prothonotary/Clerk of Courts

1CC Plff-1223 Oak Grove Rd. Morrisdale, PA 16858
1CC Atty's-Stover/Bardo Warmbrodt

FILED

JAN 29 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 1/29/09

____ You are responsible for serving all appropriate parties.

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

__X__ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other

____ Defendant(s) __X__ Defendant(s) Attorney

____ Special Instructions:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

FILED 4cc
FEB 17 2009
William A. Shaw
Prothonotary/Clerk of Courts

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	:
	:
RIDER FORD, INC., a/k/a RIDER FORD	:
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	:
	:
	:
Defendants	:

MOTION TO PROCEED FORWARD TO TRIAL AND SET JURY SELECTION AND TRIAL DATE
(in Lieu of the Court Granting Defendant's Motion for Summary Judgment)

COMES NOW the Plaintiff, David L. Nearhood, with his Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date (the "Motion") [see Brief in Support of Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date] in Lieu of the Court Granting Defendant's Motion for Summary Judgment, and hereby avers as follows:

1. Plaintiff has submitted and stated sufficient triable evidence as a Cause of Action against Defendant Citizen's Auto Finance Corp. in his original Complaint for a breach of the written terms of the finance agreement and of a breach of duty of the holder and/or fiduciary of the Retail Installment Contract for failure of the Defendant to review contract forms for errors and omission of the requisite information and for completeness prior to

acceptance of the contract, and the Retail Installment Contract (as well as Buyer's Order) each failed to state and disclose the body, type, gross vehicle weight rating, and major items of equipment sold, on the contract form agreements in the respective "Vehicle Description" or "Description of Vehicle" sections; (**Complaint – Paragraphs 5, 6, 11, 12, 19, 22, 23, 33, 34, 46, 58, 59, Exhibit A, Exhibit B**); - [see Brief in Support of Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date].

2. The Defendant's Preliminary Objections were ruled upon by the Court in favor of the Plaintiff and against Defendant in its Order of October 19, 2007, as to the Court upholding the breach of contract, breach of holder or fiduciary duty and contract fraud and misrepresentation allegations in Plaintiff's Complaint and forwarding them on as triable issues; - [see Brief in Support of Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date].

3. Plaintiff has also submitted and stated sufficient triable evidence as a Cause of Action against Defendant Citizen's Auto Finance Corp. in his original Complaint that the **first breach** of the contract occurred **prior** to any installment payments being due from Plaintiff and that it was committed by Defendant as a breach of his duties under the finance agreement prior to acceptance of the contract at the very beginning and initial outset as the holder and/or fiduciary of the Retail Installment Contract, per Paragraphs 1 and 2 of this Motion, *ibid, supra.*; - [see Brief in Support of Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date].

4. Plaintiff previously sent both his Notice(s) of Rescission and Revocation of Acceptance of Contract of both the Contracts to each Defendant, for the Buyer's Order and/or the Contract to Defendant Rider Ford, Inc.; and also for the Retail Installment Contract

and/or Finance Agreement the Rescission was sent to the Defendant Citizen's Auto Finance Corp. per the U.C.C. and Pennsylvania statutory revocation procedures, as soon as Plaintiff discovered the breach of contract and breach of duty and fraud, misrepresentation, etc., and determined that he was not going to be able to get redress of his problems with the motor vehicle he purchased to fix the breach of agreement with either Defendant; and Plaintiff has also submitted these Notice of Rescission and Revocation of Acceptance of Contract documents into evidence in the Court record, and particularly, Plaintiff has stated sufficient facts of these as triable evidence as a Cause of Action against Defendant Citizen's Auto Finance Corp. in his original Complaint; (**Notice of Supplemental Evidentiary Exhibits No. 3 - Exhibit S-5, Exhibit S-6**); - [see Brief in Support of Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date].

5. The Defendant; in his Motion for Summary Judgment, in his Answer and New Matter and New Matter Pursuant to Pa.R.C.P., Rule 2252(d), and Counterclaim, and in the Court for Plaintiff's Rule to Show Cause at the hearing on January 22, 2009, and as established in Plaintiff's Motion for Clarification on Prior Discovery Issues and for a Ruling on Prior Motions; stated and argued essentially the same facts and presented nothing new other than what the Court had already previously ruled upon in Defendant's Preliminary Objections in favor of Plaintiff and against Defendant in its Order of October 19, 2007, with respect to triable issues that should be forwarded on per Paragraph 2, of this Motion, *ibid, supra.*

6. Plaintiff has also submitted and received or will receive and file, sufficient triable evidence in Plaintiff's completed or pending completed Round 1 of Discovery and Round 2 of Discovery for breach of contract, breach of duty, and contract fraud,

misrepresentation, etc., as a Cause of Action against Defendant Citizen's Auto Finance Corp., and pending Defendant's timely response, for the Plaintiff's Requests for Admissions #1 and Requests for Admissions #2, respectively, that on his end will comply, with possible exception of extensions of time ordered by the Court, within the thirty (30) day time limit of the Court's Order of January 28, 2009; - [see Brief in Support of Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date].

7. Finally, the Plaintiff's objects to the Attorney for Defendant's Brief in Support of Motion for Summary Judgment not having been submitted and served on the Court by Defendant in time or being on record as filed and served or received into the Court record or received and lodged with the Court Administrator's office in time for the January 22, 2009 hearing, since all the Defendant and the Court had was a Reply Brief from Plaintiff that was timely lodged into the Court Administrator's office to something that did not exist on the record or was not lodged timely prior to the hearing.
8. Plaintiff therefore, due to the events described in Paragraph 7, *supra*, would move the Court that the Defendant Citizen's Auto Finance Corp. be sanctioned and that the Court should not allow Defendant to have his Brief in Support be considered by the Court in ruling upon Defendant's Motion for Summary Judgment, for cause of Defendant's actions of serving Plaintiff a copy of the Brief and thereby causing an extra burden of waste of time and judicial resources to be expended by the Court and by the Plaintiff of responding with his Reply Brief to what was not received by the Court Administrator in time for the hearing.

WHEREFORE, the Plaintiff for all the above reasons, and in the interests of Justice, hereby respectfully requests and prays this Honorable Court to rule in favor of the Plaintiff and GRANT his Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date in Lieu of the Court Granting Defendant's Motion for Summary Judgment, and to sanction the Defendant for cause to not have his Brief in Support of Motion for Summary Judgment be considered, and for the Court to deny Defendant's Motion for Summary Judgment with Prejudice, and for the Court to forward the case and all the evidence submitted or to be submitted on to trial and to call a status or pre-trial conference as appropriate, set a voir dire date for jury selection and a trial date, and for any and all other relief that this Court deems necessary and appropriate for these purposes.

Respectfully submitted,

Dated: Feb. 17, 2009 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date in Lieu of the Court Granting Defendant's Motion for Summary Judgment**, are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Feb. 17, 2009 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Feb. 17, 2009, a copy of the attached **Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date in Lieu of the Court Granting Defendant's Motion for Summary Judgment**, by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Feb. 17, 2009 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

FILED 4cc
FEB 17 2009
William A. Shaw
Prothonotary/Clerk of Courts

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
Plaintiff	**: BREACH OF CONTRACT : ACTION - EX CONTRACTU**
vs	
RIDER FORD, INC., a/k/a RIDER FORD	
and	**: CASE NO.: 2007-00908-CD**
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	
Defendants	

MOTION FOR CLARIFICATION ON PRIOR DISCOVERY ISSUES AND FOR A RULING ON PRIOR MOTIONS

COMES NOW the Plaintiff, David L. Nearhood, with his Motion for Clarification on Prior Discovery Issues and for a Ruling on Prior Motions, and hereby avers as follows:

1. Plaintiff for Discovery purposes on the Defendant Citizen's Auto Finance Corp., originally served his Plaintiff's Requests for Admissions to Defendant Citizen's Auto Finance Corp. on August 26, 2008, and it was received by Defendant on August 28, 2008.
2. Defendant then served 52 days later and 22 days late on October 17, 2008 his Answers and Objections to Plaintiff's Requests for Admissions, even though Plaintiff had not waived or given permission to Defendant to serve them late,

3. Plaintiff then originally filed and served on November 10, 2008, his Motion for Sanctions and Motion for a Determined Ruling that Plaintiff's Request for Admissions to Defendant Citizen's Auto Finance Corp. be and is Hereby Deemed to be Admitted in their Entirety Due to Failure of Defendant Citizen's Auto to Timely Answer Plaintiff's Request for Admissions/Interrogatories in Accordance with the Pennsylvania and the Federal Rules of Civil Procedure, hereinafter called, in short, the Motion for Sanctions and Motion for a Determined Ruling.

4. The Court then issued its Original Order of November 13, 2008, for the Rule to Show Cause hearing on a date originally set for December 15, 2008, for the Defendant Citizen's Auto to show cause why the Plaintiff's Motion should not be granted.

5. Defendant then served on November 25, 2008 a Praecipe for Substitution of Verification.

6. Defendant then served on November 26, 2008, his Defendant's Answer to Plaintiff's Motion for Sanctions and Motion for Determined Ruling, and Motion to Withdraw or Amend Admissions and Brief in Opposition Thereof.

7. Defendant then served a copy on Plaintiff on December 4, 2008, his Motion for Summary Judgment and Brief in Support Thereof.

8. Defendant then served on December 10, 2008, his Defendant's Motion to Continue December 15, 2008 Hearing on Plaintiff's Motion.

9. The Court then subsequently rescheduled on December 11, 2008 the date for hearing on Plaintiff's Motion for Sanctions and Motion for a Determined Ruling to January 22, 2009.

10. Plaintiff then filed and served on December 24, 2008 his Notice of Objection to Defendant's Praecipe for Substitution of Verification and Motion to Set Aside Praecipe, prior to the January 22, 2009 hearing date the Court had rescheduled.

11. Plaintiff then filed and served on December 26, 2008 his Motion to Enlarge Time to Respond to Defendant's Motion for Summary Judgment, and the Court subsequently extended the time to respond to January 20, 2009.

12. Plaintiff then filed and served on January 20, 2009 his Reply to Defendant's Answer to Plaintiff's Motion for Sanctions and Motion for Determined Ruling, and Motion to Withdraw or Amend Admissions, and his Plaintiff's Response in Opposition to Defendant's Motion for Summary Judgment, and his two (2) Briefs in Support Thereof of the said respective pleadings.

13. At the hearing date reset to January 20, 2009, the Court allowed Defendant up first out of turn wherein he shifted focus and argued his Motion for Summary Judgment, although the Court had not scheduled the hearing for that purpose in its previous two (2) Court Orders; namely the original Court Order of November 13, 2008 for Rule to Show Cause why the Plaintiff's Motion should not be granted, namely, the Plaintiff's Motion for Sanctions and Motion for a Determined Ruling; and also the Court's subsequent Order of December 11, 2008 rescheduling the prior original hearing date the Court had set for Plaintiff's said Motion.

14. Plaintiff recollects that the Defendant, when he spoke as the first party to present his case at the hearing of January 22, 2009, and as observed by Plaintiff in Court, and as established per the verbal and stenographic court record typed by the court reporter, had shifted focus at the outset to his subsequent last filed Motion for Summary Judgment, and he discussed to the Plaintiff's recollection and as the verbal or stenographic Court Record will show, exclusively **only** his Motion for Summary Judgment. Plaintiff further recollects that, and as the court and stenographic record will show, **the Defendant failed**

when he was presenting his case, to argue and argued not any at all, on the Prior Motion or Issues that Plaintiff had previously raised prior to Defendant raising any summary judgment issue, and which was originally scheduled as the proper subject matter by the Court for argument, namely and viz, Defendant failed to argue against the Plaintiff's Motion for Sanctions and Motion for a Determined Ruling, nor did Defendant argue and failed to argue against the Plaintiff's Notice of Objection to Defendant's Praecipe for Substitution of Verification and Motion to Set Aside Praecipe, nor for that matter, did the Defendant even discuss and failed to argue any at all, for the Defendant's own Defendant's Answer to Plaintiff's Motion for Sanctions and Motion for Determined Ruling, nor did the Defendant even discuss and failed to argue any at all at that time for the Defendant's Motion to Withdraw or Amend Admissions contained within his answer.

15. In short, the Defendant defaulted on all the Prior Issues and Motions that were before the Court at the hearing on January 20, 2009.

16. Plaintiff hereby states, on the other hand, when it was his turn to speak, that he not only in presenting his case, discussed and argued extensively in his response in counterargument against the Defendant's position to establish material facts in opposition to Defendant's subsequent last filed Motion for Summary Judgment; but that Plaintiff also discussed and argued extensively in establishing the facts in his position on the **Prior Issues and Motions** that were previously raised by Plaintiff, as mentioned in the previous above Paragraphs No.13 and 14, *ibid*. Defendant during this time made a brief 1 or 2 sentence mention in response to Plaintiff of his motion to withdraw or amend his answers, but he failed to make any substantiative counterargument or state any sufficient cause for it.

17. Plaintiff believes that the burden of proof was not met by Defendant at the January 22, 2009 Rule to Show Cause Hearing and that Defendant failed to argue and establish and show cause and state any sufficient facts as to why the Plaintiff's Prior Issues and Motions to Defendant's summary judgment matter should not be granted nor why the Defendant's own prior Motion to Withdraw or Amend Admissions should be granted, since he shifted focus at the initial outset and discussed **only** his Motion for Summary Judgment; and since he failed to plead or state or demur to or establish sufficient cause or facts as to why Plaintiff's Prior Motions should not be granted on the other prior issues and motions that Plaintiff had previously raised before the Court, nor conversely, Defendant even failed to establish by sufficient cause and facts stated why his own prior motion should be granted, namely his Motion to Withdraw or Amend Admissions, as previously referenced by Plaintiff in this Motion.

18. Furthermore, Plaintiff believes and avers, in spite of the Court's unusual procedure of allowing the Defendant to speak first in Plaintiff's Rule to Show Cause hearing, that these Prior Issues and Motions before the Court really were a prerequisite required as prerequisite discovery related matter, and were incumbent upon Defendant to address and argue one way or another for disposal of in his case to the Court, which he failed to do and defaulted to, before Defendant could really properly raise and establish a basis for his subsequent last filed summary judgment matter.

19. The Court, in its Order of January 28, 2009, stated "NOW this 28th day of January, 2009, upon request of the Plaintiff for an additional period of time for discovery; it is the ORDER of this Court that the parties have an additional thirty (30) days to conduct discovery and to file the same with the record. Following receipt of this information the

Court will render a decision on Defendant Citizens Automotive Finance Corporation's Motion for Summary Judgment".

20. Plaintiff hereby states for the record that the Court's Order of January 28, 2009 is vague and unclear as to the status of the Prior Issues and Motions that were before the Court as Issues for the Rule to Show Cause hearing prior to submission by the Defendant of his subsequent summary judgment matter that he got successfully lodged in place of these into the hearing.

21. Plaintiff further states that the Court has not ruled on the Plaintiff's Motion for Sanctions and Motion for a Determined Ruling, the Plaintiff's Notice of Objection to Defendant's Praecipe for Substitution of Verification and Motion to Set Aside Praecipe, nor the Defendant's Motion to Withdraw or Amend Admissions.

22. Plaintiff further states for the Court record that since the Court's Order of January 28, 2009 is vague and unclear as to the status of the Prior Issues and Motions and since the Court has not ruled on said motions, that Plaintiff's completion of discovery as the Court has ordered is being held up because the said Prior Issues and Motions not yet ruled on contain discovery related matter.

23. Plaintiff, in his Motion for Sanctions and Motion for a Determined Ruling had requested sanctions against Defendant that his 22 day late answers he served Plaintiff be discarded and that Defendant be deemed to have admitted to all questions in Plaintiff's Requests for Admissions to Defendant Citizen's Auto Finance Corp. served on August 26, 2008. This was Round 1 of Discovery, and said deemed answers from Defendant have a direct bearing on the relevant evidence against Defendant Plaintiff intends to submit into evidence in this case and this discovery matter as Round 1 of Discovery of Plaintiff has

not yet been clarified with the Court's ruling.

24. Defendant, in his Defendant's Answer to Plaintiff's Motion for Sanctions and Motion for Determined Ruling, and Motion to Withdraw or Amend Admissions and Brief in Opposition Thereof, had not only argued against Plaintiff's Motion, but also had submitted his own Motion to Withdraw or Amend Admissions, wherein he argued that Defendant should be allowed to withdraw or amend his answers if the Court were to rule against him and deem his answers as "admitted" to Plaintiff's Requests for Admissions to Defendant Citizen's Auto Finance Corp., as served on August 26, 2008 .

25. Plaintiff replied against Defendant in his Reply to Defendant's Answer to Plaintiff's Motion for Sanctions and Motion for Determined Ruling, and Motion to Withdraw or Amend Admissions, and his Brief in Support Thereof, wherein he argued against Defendant's position and that the original Plaintiff's Motion should be granted and that the Defendant's Motion to Withdraw or Amend Admissions should be denied.

26. Plaintiff, in his original Motion for Sanctions and Motion for Determined Ruling at Paragraph 16 therein, and in his Reply to Defendant's Answer to Plaintiff's Motion for Sanctions and Motion for Determined Ruling, and Motion to Withdraw or Amend Admissions pleadings also at Paragraph 16, respectively, and in the Brief in Support Thereof, *ibid*; had also argued essentially that Defendant's prospective answers in his 22 day late default response to Plaintiff's Request for Admissions were evasive, that his denials did not fairly meet the substance of the requested admission on many of the answers, and that Defendants answers were insufficient on several questions or counts set forth in the request, or that Defendant's objections were invalid respective to statements or opinions or contention that relates to a fact or of the application of law to fact, and that

the information sought is reasonably calculated to lead to the discovery of admissible evidence. Plaintiff, in his Reply, also rebutted Defendant's position that the questions and /or requests for admissions were conclusions of law.

27. Plaintiff, in his original Motion for Sanctions and Motion for Determined Ruling at Paragraph 16 therein, and also in his Reply to Defendant's Answer to Plaintiff's Motion for Sanctions and Motion for Determined Ruling, and Motion to Withdraw or Amend Admissions also at Paragraph 16 therein, and on the basis of the arguments elaborated upon in Paragraph 26 of this Motion, *supra*, **reserved the Right to appeal or alternatively to seek leave of court to file a separate motion for sanctions on Defendant to compel discovery** if the Court denied the Motion for Sanctions and Motion for Determined Ruling.

28. Plaintiff had also stated in his Reply to Defendant's Answer to Plaintiff's Motion for Sanctions and Motion for Determined Ruling, and Motion to Withdraw or Amend Admissions pleading at Paragraph 16 therein that: "*Plaintiff also declares and maintains that if the Court denies this Motion and permits the withdrawal by Defendant's attorney of his answers or allows the amendment of his answers on some minor insignificant non-substantiative technicality as Defendant has claimed in his request in his motion, that this will then prejudice Plaintiff in maintaining the action or defense on the merits in this case of triable issues the court has already ruled on in Plaintiff's favor in the Complaint* [i.e., in the Court's previous Order ruling on the preliminary objections] sic. *Moreover, this would also be a significant waste of judicial resources and the Court's time, since Plaintiff would then have the right to simply amend or reword and resubmit his same questions for discovery that would remove Defendant's technical objections of the*

wording, in any event, and then submit any followup discovery needed depending upon the answers then obtained from Defendant."

29. Plaintiff, in the arguments in his Reply, as described in Paragraph 28, *supra*, has therefore also **reserved the Right seek leave of court to amend or reword and resubmit his same questions for discovery that would remove Defendant's technical objections of the wording, in any event, and then submit any followup discovery needed depending upon the answers then obtained from Defendant**, in the event the Court denied the Motion for Sanctions and Motion for Determined Ruling and then permitted the withdrawal by Defendant's attorney of his answers or allowed the amendment of his answers.

30. Plaintiff, **on the basis of the facts herein averred** in his Paragraphs 1-29, *supra*, **hereby requests clarification from the Court as to the discovery issues** for Round 1 of Discovery, so that Plaintiff may proceed accordingly, and seek leave of court and file his Motion to Compel Discovery against Defendant **if warranted**, or to amend or reword and resubmit his same questions for discovery that would remove Defendant's technical objections of the wording, in any event, and then submit any followup discovery needed depending upon the answers then obtained from Defendant, **if necessary.**

31. Plaintiff in his Notice of Objection to Defendant's Praecipe for Substitution of Verification and Motion to Set Aside Praecipe made arguments that the Defendant's second Verification contained in his Praecipe for Substitution of Verification was also invalid and null and void because it lacked a date of execution and that it was being attempted to be attached to and substituted into a null and void document 22 days late with the original verification also being invalid in any event, as also explained in the

Plaintiff's original Motion for Sanctions and Motion for Determined Ruling and his Reply to Defendant's Answer to Plaintiff's Motion for Sanctions and Motion for Determined Ruling, and Motion to Withdraw or Amend Admissions at Paragraphs 17-20, respectively, therein.

32. Furthermore, the Defendant has now defaulted at the January 22, 2009 hearing and has failed to oppose and answer Plaintiff on the Motion to Set Aside Praecipe, therefore the Plaintiff would ask that the Court grant said Motion.

33. Plaintiff states and represents to the Court that he can complete the additional discovery he requested in a Round 2 of Discovery on his end and comply within the thirty (30) day time limit of the Court's Order of January 28, 2009, as the question list on the Requests for Admissions #2 should be much shorter than Round 1 of Discovery, but Plaintiff may need an additional extension of time beyond the 30 days for completing the Round 1 of Discovery depending upon the Defendant's responses and the Court's contingencies that would dictate Plaintiff's subsequent actions in the Court's ruling upon the Prior Issues and Motions.

34. Plaintiff, in order to expedite completion of discovery and for clarification of the discovery issues identified herein, and for the foregoing reasons, would prefer and requests that the Court grant his Motion for Sanctions and Motion for Determined Ruling, grant his Motion to Set Aside Praecipe, and deny Defendant's Motion to Withdraw or Amend Admissions, (as opposed to Plaintiff's having to file a Motion to Compel Discovery against Defendant or having to amend or reword and resubmit the same questions for discovery), prior to any ruling on Defendant's Motion for Summary Judgment.

35. Plaintiff also hereby states for the record and moves this Honorable Court that the Defendant's Answers to Plaintiff's Requests for Admissions to Defendant Citizen's Auto Finance Corp. on August 26, 2008, in the to be completed Round 1 of Discovery, be deemed admitted answers from Defendant in the Court's granting of the Motion for Sanctions and Motion for Determined Ruling, since they have a direct bearing on the relevant evidence against Defendant that Plaintiff intends to submit into evidence in this case along with the accompanying Plaintiff's Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date in Lieu of the Court Granting Defendant's Motion for Summary Judgment.

WHEREFORE the Plaintiff for all the above reasons, and in the interests of Justice, hereby respectfully requests this Honorable Court for a Ruling and a Court Order GRANTING his **MOTION FOR CLARIFICATION ON DISCOVERY ISSUES AND FOR A RULING ON PRIOR MOTIONS,** namely the Plaintiff's ***Motion for Sanctions* and *Motion for a Determined Ruling,*** and for a ruling on the ***Notice of Objection to Defendant's Praecipe for Substitution of Verification and Motion to Set Aside Praecipe*** and for a determination ruling on the Court's original Order of Rule to Show Cause that Plaintiff believes burden of proof was not met by Defendant at the January 22, 2009 hearing since he exclusively shifted focus and discussed exclusively only his Motion for Summary Judgment, and for a ruling on Defendants ***Motion to Withdraw or Amend Admissions***, prior to any ruling on ***Defendant's Motion for Summary Judgment***, or ***Plaintiff's Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date in Lieu of the Court Granting Defendant's Motion for Summary Judgment***.

Respectfully submitted,

Dated: Feb. 17, 2009

by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **Motion for Clarification on Discovery Issues and for a Ruling on Prior Motions**, are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Feb. 17, 2009 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Feb. 17, 2009, a copy of the attached **Motion for Clarification on Discovery Issues and for a Ruling on Prior Motions**, by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Feb. 17, 2009 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

FILED 4cc
01:05:57 Piff
FEB 17 2009
William A. Shaw
Prothonotary/Clerk of Courts

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

NOTICE OF AND SUPPLEMENTAL EVIDENTIARY EXHIBITS NO. 3

COMES NOW the Plaintiff in this Action, David L. Nearhood, and hereby submits this **Notice of and** the attached **Supplemental Evidentiary Exhibits No. 3** documents that are to be submitted into evidence in this case for both the Court and for the Jurors in the Jury trial as Plaintiff previously notified all parties he desires in his Notice and Demand for Jury Trial, all in support of Plaintiff's **Complaint**, and to help prove his case of fraud, misrepresentation, breach of contract, breach of duty, etc., including but not limited to the following Exhibits attached to this Notice: **(1). Copy of Notice of Rescission and Revocation of Acceptance of Contract – Citizen's Auto Finance Corp. - Exhibit S-5**; and **(2). Copy of Notice of Rescission and Revocation of Acceptance of Contract – Rider Ford, Inc. - Exhibit S-6**.

Respectfully submitted,

Dated: Feb. 17, 2009 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

TABLE OF CONTENTS
(Supplemental Evidentiary Exhibits)

Exhibit #	Description
Exhibit S-5	**Copy of Notice of Rescission and Revocation of Acceptance of Contract – Citizen's Auto Finance Corp.** *Letter of Notice of Rescission and Revocation of Acceptance of Retail Installment Contract, a/k/a "Finance Agreement" per 13 Pa.C.S. § 2601 - 2602 and UCC § 2-602(2)(b) – Sent June 6, 2007*
Exhibit S-6	**Copy of Notice of Rescission and Revocation of Acceptance of Contract – Rider Ford, Inc.** *Letter of Notice of Rescission and Revocation of Acceptance of Buyer's Order, a/k/a "Contract" per 13 Pa.C.S. § 2601 - 2602 and UCC § 2-602(2)(b) – Sent June 6, 2007*

Exhibit S-5

Copy of Notice of Rescission and Revocation of Acceptance of Contract – Citizen's Auto Finance Corp.

Letter of Notice of Rescission and Revocation of Acceptance of Retail Installment Contract, a/k/a "Finance Agreement" per 13 Pa.C.S. § 2601 - 2602 and UCC § 2-602(2)(b) – Sent June 6, 2007

Citizens Automobile Finance Corp.

This letter is a Notice of recission and revocation of acceptance of your retail installment contract, "Finance agreement", per 13 Pa. C.S. section 2601, 2602 and UCC section 2-602 (2)(b), due to fraud, concealment and failure to perform your contract obligations.

It is therefore and hereby declared under terms that the vehicle shall be returned at NO extra charge due to me upon the return of your vehicle since the contract is Null and void, ab initio.

This letter is Not intended and shall Not be construed to waiver any and all claims for damages I may have against you. I am hereby reserving all my legal rights on these issues under the prevision of UCC section 1-207 without prejudice and NON assumpsit.

This letter is a gesture of good faith on my part.

Sincerly,

David L. Nearhood

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

1. Article Addressed to:

Citizens Automobile Finance Corp.
P.O. Box 255587
Sacramento, California
95865-5587

2. Article Number (Copy from service label)

7099 3220 0007 8474 4141

A. Received by (Please Print Clearly) — B. Date of Delivery

Byron Miracle — JUN 8 2007

C. Signature

X Byron Miracle ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL

7099 3220 0007 8474 4147

Service
ED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Name (Please Print Clearly) (To be completed by mailer)
Citizens Automobile Finance Co

Street, Apt. No.; or PO Box No.
P.O. Box 255587

City, State, ZIP+ 4
Sacramento, California 958

PS Form 3800, July 1999 See Reverse for Instruct

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

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

David Nearlood
1533 Oak Grove Rd
Morrisdale, PA 16858-8207

Exhibit S-6

Copy of Notice of Rescission and Revocation of Acceptance of Contract – Rider Ford, Inc.

Letter of Notice of Rescission and Revocation of Acceptance of Buyer's Order, a/k/a "Contract" per 13 Pa.C.S. § 2601 - 2602 and UCC § 2-602(2)(b) – Sent June 6, 2007

Rider Ford, Inc.

This letter is a Notice of recission and revocation of acceptance of your retail installment contract, "Finance agreement", per 13 Pa. C.S. section 2601, 2602 and UCC section 2-602 (2)(b), due to fraud, concealment and failure to perform your contract obligations.

It is therefore and hereby declared under terms that the vehicle shall be returned at NO extra charge due to me upon the return of your vehicle since the contract is null and void, ab initio.

This letter is not intended and shall not be construed to waiver any and all claims for damages I may have against you. I am hereby reserving all my legal rights on these issues under the prevision of UCC section 1-207 without prejudice and NON assumpsit.

This letter is a gesture of good faith on my part.

Sincerly,

David L. Rearhood

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

1. Article Addressed to:

Rider Ford, Inc.
P.O. Box 98
1001 Walton St.
Philipsburg, PA 16866

C. Signature
X Brandon Ford
☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

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

2. Article Number *(Copy from service label)*
7099 3220 0007 8474 4134

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952

USPS PHILIPSBURG, PA 16866 JUL 6 2007

CERTIFIED MAIL

7099 3220 0007 8474 4134

US Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Name *(Please Print Clearly) (To be completed by mailer)*
Rider Ford, Inc.
Street, Apt. No.; or PO Box No.
PO Box 98 1001 Walton St
City, State, ZIP+4
Philipsburg, PA 16866

PS Form 3800, June

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

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

David Nearhood
1233 Oak Grove Rd
Morrisdale, PA 16858-8307

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **Notice of and Supplemental Evidentiary Exhibits No. 3,** and in **the attached Supplemental Evidentiary Exhibits,** are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Feb. 17, 2009 by David L. Nearhood

David L. Nearhood, *in propria persona*
Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Feb. 17, 2009, a copy of the attached **Notice of and Supplemental Evidentiary Exhibits No. 3**, by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Feb. 17, 2009 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

FILED 4cc
FEB 17 2009 Piff
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	:
	:
RIDER FORD, INC., a/k/a RIDER FORD	:
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	:
	:
	: JUDICIAL NOTICE
Defendants	:

NOTICE OF CORRECTION OF RECORD AND AMENDMENT OF PLAINTIFF'S NOTICE OF RESCISSION AND REVOCATION OF ACCEPTANCE OF CONTRACT – CITIZEN'S AUTO FINANCE CORP. - SERVED JUNE 6, 2007

DUE TO INADVERTANT CLERICAL ERROR AND MISTAKE

COMES NOW the Plaintiff in this action, David L. Nearhood, and hereby gives judicial notice to this Honorable Court, to Citizen's Auto Finance Corp., and to all other parties in this case, and any other party of interest, that he made inadvertent clerical errors by mistake from what he intended in his previous **NOTICE OF RESCISSION AND REVOCATION OF ACCEPTANCE OF CONTRACT – CITIZEN'S AUTO FINANCE CORP.**, Notice served on June 6, 2007, by Certified Mail, Return Receipt Requested, Mail Receipt No. 7099 3220 0007 8474 4141, to the Defendant Citizen's Auto Finance Corp., when the Notice and letter as shown in Plaintiff's **Notice of and Supplemental Evidentiary Exhibits No. 3 – Exhibit S-5**, herein, and as described above, was prepared, and Plaintiff hereby wishes to correct and clarify for the Court record and amend the Notice of Rescission as a matter of course by giving this Notice of

Correction so as to avoid any potential misunderstandings or possible misconstruing of his meaning or intent.

1. Plaintiff herein gives Judicial Notice of his Notice of Rescission and Revocation of Acceptance of Contract – Citizen's Auto Finance Corp., Notice served on June 6, 2007 to the Defendant Citizen's Auto Finance Corp., that Plaintiff had an inadvertent clerical error at Paragraph 1, Line 1 from the top of page where he misspelled the word for "rescission" as "recission". The word is hereby now corrected and amended by Plaintiff so that the sentence should now correctly read for Paragraph 1 at Lines 1-6 from the top of page therein as follows: "***This letter is a notice of rescission and revocation of acceptance of your Retail Installment Contract, "Finance Agreement", per 13 Pa.C.S. Section 2601, 2602 and UCC Section 2-602(2)(b), due to fraud, concealment and failure to perform your contract obligations***".
2. Plaintiff also herein gives Judicial Notice of his Notice of Rescission and Revocation of Acceptance of Contract – Citizen's Auto Finance Corp., Notice served on June 6, 2007 to the Defendant Citizen's Auto Finance Corp., whereby Plaintiff now hereby amends the words for Paragraph 2 at Lines 9-10 from the top of page therein, "the return of your vehicle" to read the words "a satisfactory agreement of settlement or declaratory judgment" due to inadvertent error. The sentence should now correctly read for Paragraph 2 at Lines 7-11 from the top of page therein as follows: "***It is therefore and hereby declared under terms that the vehicle shall be returned at no extra charge due to me upon a satisfactory agreement of settlement or declaratory judgment since the contract is null and void, ab initio***".
3. Plaintiff also hereby gives Judicial Notice and notes that in the Notice of Rescission and

Revocation of Acceptance of Contract – Citizen's Auto Finance Corp, Plaintiff also had an inadvertent clerical error at Paragraph 3, Line 16 from the top of page where he misspelled the word for "provisions" as "prevision". The word is hereby now corrected and amended by Plaintiff so that the sentence at Paragraph 3, Lines 15-18 should now correctly read as follows: "***I am hereby reserving all my legal rights on these issues under the provisions of UCC Section 1-207 without prejudice and non assumpsit***".

Respectfully submitted,

Dated: Feb. 17, 2009 by David L Nearhood
David L. Nearhood
Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **NOTICE OF CORRECTION OF RECORD AND AMENDMENT OF PLAINTIFF'S NOTICE OF RESCISSION AND REVOCATION OF ACCEPTANCE OF CONTRACT – CITIZEN'S AUTO FINANCE CORP. - SERVED JUNE 6, 2007, DUE TO INADVERTANT CLERICAL ERROR AND MISTAKE,** are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Feb. 17, 2009 by David L. Nearhood

David L. Nearhood, *in propria persona*
Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**:**
	: JUDICIAL NOTICE
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I caused to be served on Feb. 17, 2009, a copy of the attached **Notice of Correction of Record and Amendment of Plaintiff's Notice of Rescission and Revocation of Acceptance of Contract – Citizen's Auto Finance Corp. - Served June 6, 2007, Due to Inadvertent Clerical Error and Mistake,** by depositing a true and correct copy in the U.S. Mail, 1st class postage prepaid, to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
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Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Feb. 17, 2009 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

FILED 4cc Pltf
01:54 BOC
FEB 17 2009
William A. Shaw
Prothonotary/Clerk of Courts

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

PLAINTIFF'S REQUEST FOR ADMISSIONS NO. 2 TO DEFENDANT CITIZEN'S AUTO FINANCE CORP.

Plaintiff demands that Defendant 2, Citizen's Auto Finance Corp., answers and respond to the following Request for Admissions pursuant to Pa. Rules of Civil Procedure, Rule 4014.

You are requested to admit the truth of each of the statements of fact hereinafter stated. You are instructed that:

1. These requests are made under Pennsylvania Rules of Civil Procedure 4001, et seq., and each of these matters of which an admission is requested shall be be deemed admitted unless your sworn statement in compliance with such Rules is timely made.

2. If you do not admit each of such statements, you must specifically deny each one not admitted or set forth in detail the reasons why you cannot truthfully either admit or deny each such matter.

3. Your answer, signed and properly verified, must be delivered to the undersigned party of record, the Plaintiff, within thirty (30) days of the Court Order of January 28, 2009, after delivery hereof.

4. If you fail or refuse to admit the truth of any such statement of fact and the Plaintiff thereafter proves the truth thereof, you may be required to pay the reasonable expenses incurred in making such proof, including attorney's fees, Plaintiff's costs, witness

expenses, etc.

5. If, in response to any of the following statements of fact, it is your position that the statement is true in part or as to some items, but not true in full or as to all items, then answer separately as to each part or item.

6. If you have been sued in more than one capacity or if your answers would be different if answered in any different capacity, such as partner, agent, corporate officer or director or the like, then you are requested to answer separately in each such capacity. Failure to do so constitutes an admission in any such capacity.

7. In these Requests for Admissions:

   A. The word "persons" means all entities, and, without limiting the generality of the foregoing, includes natural persons, joint owners, associations, companies, partnerships, joint ventures, trusts, and estates;

   B. The word "documents" means all written, printed, recorded, graphic, or photographic matter, or, sound reproductions, however produced or reproduced, pertaining to any matter to the subject matter indicated;

   C. The word "identity", "identify", "identification", when used with respect to a person(s) means to state the full name and present or last known address and business address of such person(s) and, if an actual person, his present or last known job title, and the name and address of his present or last known employers;

   D. The word "identity", "identify", "identification", when used with respect to a date, subject matter, name(s) or person(s) that wrote, signed, initialed, dictated or otherwise participated in the creation of the same, means the name(s) of the addressee or the addresses if any and the name(s) and address(es) of each person who have possession, custody, and control of said document(s). If any such document was, but is no longer in your possession, custody; or control, or in existence, state the date and manner of its disposition; and

   E. The word "identify", when used with respect to a act (including an alleged offense), occurrence, statement, or conduct (hereinafter collectively called "act"), means to (1) describe the substance of the event or events constituting such an act, and to state the date when such act occurred; (2) identify each and every person(s) participating in such an act; (3) identify all other person(s) (if any) present when such act occurred; (4) state whether any minutes, notes, memoranda, or other record of such act was made; (5) state whether such record now exists; and (6) identify the person(s) presently having possession, custody or control of such record.

8. Unless otherwise indicated, all Requests herein relate to those certain events, persons, and period of time more fully described in the pleading in this case.

9. These requests are of a continuous nature.

REQUEST FOR ADMISSION NO. 32:

32) The Defendant Citizen's Auto Finance Corp. is asked to refer to its Answer and New Matter and New Matter Pursuant to Pa.R.C.P., Rule 2252(d), and Counterclaim, at EXHIBIT 2 – Certificate of Title for a Vehicle, attached to this Plaintiff's Request for Admissions No. 2 as **Exhibit A**, and admit (or deny) to the following request: **The copy of the Certificate of Title for a Vehicle shows the DATE PA TITLED and DATE OF ISSUE of the Title as 3/02/07.**

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 32 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 33:

33) The Defendant Citizen's Auto Finance Corp. is asked to refer to its Answer and New Matter and New Matter Pursuant to Pa.R.C.P., Rule 2252(d), and Counterclaim, at EXHIBIT 2 – Certificate of Title for a Vehicle, attached to this Plaintiff's Request for Admissions No. 2 as **Exhibit A**, and admit (or deny) to the following request: **The Copy of the Certificate of Title for a Vehicle shows the VEHICLE IDENTIFICATION NUMBER (the "VIN") as 1FTNF21506EB63026.**

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 33 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 34:

34) The Defendant Citizen's Auto Finance Corp. is asked to refer to its Answer and New Matter and New Matter Pursuant to Pa.R.C.P., Rule 2252(d), and Counterclaim, at EXHIBIT 2 – Certificate of Title for a Vehicle, attached to this Plaintiff's Request for Admissions No. 2 as **Exhibit A**, and admit (or deny) to the following request: **The Copy of the Certificate of Title for a Vehicle shows the FIRST LIEN FAVOR OF (or the first lienholder) as CITIZEN'S AUTOMOBILE FINANCE CORP.**

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 34 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 35:

35) The Defendant Citizen's Auto Finance Corp. is asked to refer to its Answer and New Matter and New Matter Pursuant to Pa.R.C.P., Rule 2252(d), and Counterclaim, at EXHIBIT 1 – Retail Installment Contract, attached to this Plaintiff's Request for Admissions No. 2 as **Exhibit A**, and admit (or deny) to the following request: **The Date of Purchase of the vehicle, described as a New 2006 Ford Truck, S-DTY F-250, REG CAB, VEHICLE IDENTIFICATION NUMBER 1FTNF21506EB63026, was on or about 12/30/2006 or December 30, 2006.**

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 35 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial, and please supply the actual date of purchase.

REQUEST FOR ADMISSION NO. 36:

36) The Defendant Citizen's Auto Finance Corp. is asked to refer to its above previous answers in Requests for Admissions No. 32-35, inclusive, and based upon its answers therein, the Defendant is asked to admit (or deny) to the following request: **The Defendant Citizen's Auto Finance Corp. received from PENNDOT/DMV in Harrisburg, PA, its original Certificate of Title for a Vehicle, (described as a New 2006 Ford Truck, S-DTY F-250, REG CAB, VIN No. 1FTNF21506EB63026) with the thereon printed DATE PA TITLED and the DATE OF ISSUE of the Title beyond thirty (30) days from the Date of Purchase of the vehicle.**

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 36 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 37:

37) The Defendant Citizen's Auto Finance Corp. is asked to refer to Plaintiff's Notice of and Supplemental Evidentiary Exhibits No. 1, at EXHIBIT S-1 – Certified Title History and Certified Odometer Document, attached to this Plaintiff's Request for Admissions No. 2 as **Exhibit B**, and admit (or deny) to the following request: **At Exhibit S-1, Page S-1.1, the page shows a certification for documents attached thereto from Anita M. Wasko, Director Bureau of Motor Vehicles.**

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 37 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 38:

38) The Defendant Citizen's Auto Finance Corp. is asked to refer to Plaintiff's Notice of and Supplemental Evidentiary Exhibits No. 1, at EXHIBIT S-1 – Certified Title History and Certified Odometer Document, attached to this Plaintiff's Request for Admissions No. 2 as **Exhibit B**, and admit (or deny) to the following request: **At Exhibit S-1, Page S-1.1, the page shows a VIN Number 1FTNF21506EB63026 for documents attached thereto from Anita M. Wasko, Director Bureau of Motor Vehicles.**

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 38 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 39:

39) The Defendant Citizen's Auto Finance Corp. is asked to refer to the above previous answers in Requests for Admissions No. 37-38, inclusive, and the Plaintiff's Notice of and Supplemental Evidentiary Exhibits No. 1, at EXHIBIT S-1 – Certified Title History and Certified Odometer Document, attached to this Plaintiff's Request for Admissions No. 2 as **Exhibit B**, and based upon its answers therein, admit (or deny) to the following request: **At Exhibit S-1, Pages S-1.1, S-1.3, S-1.5, S-1.6, S-1.10, S-1.11, S-1.12, and S-1.13; the pages there on the page numbers in question bear an apparent date stamp or code of "094021 FEB 02 2007".**

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 39 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 40:

40) The Defendant Citizen's Auto Finance Corp. is asked to refer to the above previous answers in Requests for Admissions No. 37-39, inclusive, and the Plaintiff's Notice of and Supplemental Evidentiary Exhibits No. 1, at EXHIBIT S-1 – Certified Title History and Certified Odometer Document, attached to this Plaintiff's Request for Admissions No. 2 as **Exhibit B**, and based upon its answers therein, admit (or deny) to the following request: **At Exhibit S-1, Pages S-1.5, S-1.11, and S-1.12; the pages there on the page numbers in question at the top left of the pages in the boxes therein, bear apparent evidence they are "MV-1" Applications for Certificate of Title Forms.**

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 40 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 41

41) The Defendant Citizen's Auto Finance Corp. is asked to refer to the above previous answers in Requests for Admissions No. 37-40 inclusive, and the Plaintiff's Notice of and Supplemental Evidentiary Exhibits No. 1, at EXHIBIT S-1 – Certified Title History and Certified Odometer Document, attached to this Plaintiff's Request for Admissions No. 2 as **Exhibit B**, and based upon its answers therein, admit (or deny) to the following request: **At Exhibit S-1, Pages S-1.5, S-1.11, and S-1.12; the pages there on the page numbers in question at the top center of the pages in the box stating "Vehicle Identification Number" state a typed printed Vehicle Identification Number within.**

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 41 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 42

42) The Defendant Citizen's Auto Finance Corp. is asked to refer to the above previous answers in Requests for Admissions No. 37-41 inclusive, and the Plaintiff's Notice of and Supplemental Evidentiary Exhibits No. 1, at EXHIBIT S-1 – Certified Title History and Certified Odometer Document, attached to this Plaintiff's Request for Admissions No. 2 as **Exhibit B**, and based upon its answers therein, admit (or deny) to the following request: **At Exhibit S-1, Pages S-1.5, S-1.11, and S-1.12; the Vehicle Identification Number typed in the spaces there at the top center of the pages in the box stating "Vehicle Identification Number" matches the VIN Number stated on the Defendant's Retail Installment Contract.**

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 42 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 43

43) The Defendant Citizen's Auto Finance Corp. is asked to refer to the above previous answers in Requests for Admissions No. 37-42 inclusive, and the Plaintiff's Notice of and Supplemental Evidentiary Exhibits No. 1, at EXHIBIT S-1 – Certified Title History and Certified Odometer Document, attached to this Plaintiff's Request for Admissions No. 2 as **Exhibit B**, and based upon its answers therein, admit (or deny) to the following request: **At Exhibit S-1, Pages S-1.5, S-1.11, and S-1.12; the pages there on the page numbers in question bear an apparent date stamp or code of "094021 FEB 02 2007"in the lower right corner in the box where it states "MESSENGER NUMBER".**

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 43 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 44:

44) The Defendant Citizen's Auto Finance Corp. is asked to refer to its Answer and New Matter and New Matter Pursuant to Pa.R.C.P., Rule 2252(d), and Counterclaim, at Paragraph 3, therein attached to this Plaintiff's Request for Admissions No. 2 as **Exhibit A**, and admit (or deny) to the following request: **The correct address of the corporate branch office of Defendant Citizen's Auto Finance Corp. where the original paperwork or documents from Defendant Rider Ford, Inc. was originally sent to after about December 30, 2006 for Plaintiff's Retail Installment Contract or the "Finance Agreement", and any other relevant paperwork of documents, is the same as the address listed in the Defendant's Counterclaim at Paragraph 3, therein, and it is 480 Jefferson Blvd., RJE 350, Warwick, RI 02886.** If admitted, please identify and supply the actual correct physical address and the responsible corporate person(s), including name and title, where and to whom the paperwork was sent to, and who had physical possession, custody, and control of said document(s).

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 44 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial, and please identify and supply the actual correct physical address and the actual responsible corporate person(s), including name and title, where and to whom the paperwork was sent to, and who had possession, custody, and control of said document(s).

REQUEST FOR ADMISSION NO. 45:

45) The Defendant Citizen's Auto Finance Corp. is asked to refer to its above previous answer in Requests for Admissions No. 44, inclusive, and based upon its answers therein, the Defendant is asked to admit (or deny) to the following request: **The Defendant Citizen's Auto Finance Corp. had a responsible corporate officer, official or person in charge who reviewed the contract forms and inspected all the documents of the Plaintiff within 20-30 days of the purchase of vehicle and prior to the first installment payment being due, including but not limited to the Retail Installment Contract, or "finance agreement", for errors and omissions of the requisite information on the forms, and for completeness of the forms, prior to Defendant's acceptance of the contract; and if a truck, including the statement and disclosure of the body, type, gross vehicle weight rating, and major items of equipment sold, etc., on the contract form agreements in the respective "Description of Vehicle" sections.** If admitted, please identify the actual responsible corporate person(s), who reviewed the documents, including name and title, where and to whom the paperwork was sent to, and who had possession, custody, and control and reviewing authority of said document(s) for said purposes of review.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 45 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 46:

46) The Defendant Citizen's Auto Finance Corp. is asked to to admit (or deny) to the following request: **The Defendant Citizen's Auto Finance Corp. has a responsible corporate officer, official or person Titled as a Legal Specialist of RBS Citizen's, N.A. who was named Michael Hecld who executed the verification for Defendant's Praecipe for Substitution of Verification.** If admitted, please identify and supply the actual correct physical address and the actual responsible corporate person, who executed said document.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 46 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

Respectfully submitted,

Dated: Feb. 17, 2009

by David L Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

EXHIBIT A

**DEFENDANT'S CITIZEN'S AUTO FINANCE CORP.
ANSWER, NEW MATTER, NEW MATTER PURSUANT TO PA.R.C.P. 2252(D) AND
COUNTERCLAIM**

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

ANSWER, NEW MATTER, NEW MATTER PURSUANT TO PA.R.C.P. 2252(d) AND COUNTERCLAIM

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

FILED ON BEHALF OF
Citizens Auto Finance Corp.,
Defendant

COUNSEL OF RECORD OF
THIS PARTY:

JAMES C. WARMBRODT,
ESQUIRE
PA I.D.#42524
Weltman, Weinberg & Reis Co.,
L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR# 6101364

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

DAVID L NEARHOOD

Plaintiff

vs. Civil Action No. 2007-908-CD

RIDER FORD, INC AND
CITIZENS AUTO FINANCE CORP

Defendant

COMPLAINT AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

NOTICE TO PLEAD

To: DAVID L. NEARHOOD and RIDER FORD, INC.:

You are hereby notified to file a written response to the within Answer, New Matter and New Matter Pursuant to Pa.R.C.P. 2252(d) within twenty (20) days from service hereof or a judgment may be entered against you.

JAMES C. WARMBRODT,
ESQUIRE
PA I.D.47437
Weltman, Weinberg & Reis Co.,
L.P.A.
2718 Koppers Building
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

ANSWER, NEW MATTER, NEW MATTER PURSUANT TO PA.R.C.P. 2252(d) AND COUNTERCLAIM

AND NOW, comes the Plaintiff, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and in support of its Answer, New Matter, New Matter Pursuant to Pa.R.C.P. 2252(d) and Counterclaim represents as follows:

1. Admitted.
2. Admitted.
3. Denied as stated. The correct designation of this Defendant is "Citizens Automobile Finance Inc.", and the correct address for this Defendant is 480 Jefferson Blvd., RJE 350, Warwick, RI 02886.
4. It is admitted that Plaintiff signed the "Buyer's Order" that is attached to the Complaint as Exhibit "A". The remaining averments refer to a document, which document speaks for itself, and therefore no further response is required. To the extent that a response may be required, it is denied that Plaintiff made a cash

downpayment in the amount of $6,500.00. In fact, as averred by Plaintiff in Paragraph 28 of his Complaint, the amount of Plaintiff's downpayment was $2,000.00.

5. It is admitted that Plaintiff signed the Retail Installment Contract that is attached to the Complaint as Exhibit "B". It is admitted that no officer or employee of this Defendant was present at the signing of the Retail Installment Contract by the Plaintiff. The remaining averments refer to a document, which document speaks for itself, and therefore no further response is required. To the extent that a response may be required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments, as those averments are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial.

6 Denied as conclusions of law.

7. Denied as conclusions of law.

8. Denied as conclusions of law.

9. It is admitted that Exhibit "C" attached to the Complaint is the Application for Title for the vehicle in question, which document speaks for itself. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

10. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. To the extent that a response may be required, Plaintiff's averments are denied as conclusions of law.

11. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. To the extent that a response may be required, Plaintiff's averments are denied as conclusions of law.

12. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. To the extent that a response may be required, Plaintiff's averments are denied as conclusions of law.

13. It is admitted that Exhibit "D" attached to the Complaint is the Odometer Disclosure Statement for the vehicle in question, which document speaks for itself. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial.

14. It is admitted that Exhibit "E" attached to the Complaint is the Pennsylvania Notice To Applicant Buyer Optional Products Not Required To Obtain Financing that was received by Plaintiff, which document speaks for itself. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

15. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

16. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

17. No response is required, pursuant to this Honorable Court's order of October 19, 2007.

18. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

19. It is admitted that Plaintiff has made no payments to Defendant as required under the Contract. The remainder of Plaintiff's averments are denied as conclusions of law.

20. No response is required, pursuant to this Honorable Court's order of October 19, 2007.

21. No response is required, pursuant to this Honorable Court's order of October 19, 2007.

22. To the extent that Plaintiff is consenting to the surrender of the vehicle to Defendant, Defendant wishes to recover possession of its collateral. The remainder of Plaintiff's averments are denied as conclusions of law.

23. Denied as conclusions of law.

24. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments, as the matters averred are within the knowledge, custody and control of parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

25. Denied as conclusions of law.

26. Denied as conclusions of law.

27. Denied as conclusions of law.

28. Denied as conclusions of law. To the extent that a response may be required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments, as the matters averred are within the knowledge, custody and control of parties other than this Defendant, and strict proof thereof is demanded at the time of trial.

29. Denied as conclusions of law.

30. The averments contained in Paragraphs 30 through 62 are denied as conclusions of law.

WHEREFORE, Defendant demands that judgment be entered in favor of the Defendant and against the Plaintiff.

NEW MATTER

31. The averments contained in Paragraph 1 through 30, above, are incorporated herein by reference thereto as though herein set forth at length.

32. Plaintiff's Complaint fails to state a cause of action.

33. Plaintiff's Complaint is barred by the statute of limitations.

34. Plaintiff's Complaint is barred by the statute of frauds.

35. Plaintiff's Complaint is barred by the doctrine of laches.

36. Plaintiff's Complaint is barred by his failure to mitigate damages.

37. Plaintiff's Complaint is barred by the doctrine of estoppel.

WHEREFORE, Defendant demands that judgment be entered in favor of the Defendant and against the Plaintiff.

NEW MATTER PURSUANT TO PA.R.C.P. 2252(d)

38. The averments contained in Paragraph 1 through 37, above, are incorporated herein by reference thereto as though herein set forth at length.

39. To the extent that judgment is entered in favor of the Plaintiff, the entitlement to which judgment is specifically denied, Defendant, Rider Ford, Inc. is alone liable to the Plaintiff, or is liable over to this Defendant, or is jointly or severally liable with this Defendant.

WHEREFORE, Defendant demands that judgment be entered in favor of the Defendant and against the Plaintiff.

COUNTERCLAIM

COUNT I – IN REPLEVIN

CITIZENS AUTOMOBILE FINANCE, INC. V. DAVID L. NEARHOOD

40. The averments contained in Paragraph 1 through 39, above, are incorporated herein by reference thereto as though herein set forth at length.
41. Defendant is the holder of a Retail Installment Contract and Security Agreement secured by a vehicle, duly executed and delivered by Plaintiff in favor of Rider Ford, Inc., on or about December 30, 2006. A true and correct copy of the Retail Installment Contract is attached hereto, marked as Exhibit "1" and made a part hereof.
42. Pursuant to the Retail Installment Contract, Defendant took possession of the vehicle, more particularly described in the Retail Installment Contract as a 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026.
43. Rider Ford, Inc., subsequently assigned its right, title and interest in the Retail Installment Contract to this Defendant.
44. Pursuant to the Retail Installment Contract, Plaintiff was to make eighty-four (84) consecutive monthly payments of $349.88 beginning January 29, 2007.

45. Defendant maintains a first lien on the aforesaid vehicle by virtue of the Certificate of Title issued by the Commonwealth of Pennsylvania Department of Transportation, a true and correct copy of which is attached hereto, marked as Exhibit "2" and made a part hereof.

46. Plaintiff is in default of the terms and conditions of the Contract because Plaintiff has failed to make the required monthly payments.

47. Defendant is entitled to immediate possession of said vehicle to which Defendant holds a security interest and any proceeds of the vehicle, including insurance proceeds, by virtue of Plaintiff's default.

48. The total unpaid principal amount due by Plaintiff to Defendant under the Retail Installment Contract as of May 31, 2007 was $22,922.21.

49. Defendant avers that the Retail Installment Contract provides for finance charges at the rate of 8.49% per annum.

50. Defendant has performed all conditions precedent as holder of all right, title and interest in the collateral, but Plaintiff wrongfully remains in possession of the vehicle.

WHEREFORE, Defendant prays for judgment in its favor and against the Plaintiff, David L. Nearhood, in Count I for possession of the vehicle, more particularly identified as a 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026.

COUNT II– IN CONTRACT FOR IN PERSONAM DAMAGES

CITIZENS AUTOMOBILE FINANCE, INC. V. DAVID L. NEARHOOD

51. The averments contained in Paragraph 1 through 50, above, are incorporated herein by reference thereto as though herein set forth at length.

52. In the alternative to Count I, Defendant pleads an action in contract as the result of Plaintiff's default under the Retail Installment Contract for the accelerated balance due under the Retail Installment Contract of $22,922.21, plus additional finance charges at the rate of 8.49% per annum from May 31, 2007.

53. Pursuant to the Retail Installment Contract, Plaintiff has agreed to pay to Defendant its reasonable attorneys' fees and costs of retaking possession of the collateral.

54. Defendant avers that such attorneys' fees amount to $1,500.00 to date.

WHEREFORE, Defendant prays for judgment in its favor and against the Plaintiff, David L. Nearhood, in Count II in the amount of $22,922.21, plus additional finance charges at the rate of 8.49% per annum from May 31, 2007, plus reimbursement of the expenses for retaking possession of the collateral, plus attorneys' fees of $1,500.00 plus costs.

Respectfully submitted,

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:_____

JAMES C. WARMBRODT, ESQUIRE
PA I.D. 47437
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building

Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

Rev 10/04

Citizens Automobile Finance Corp.

RETAIL INSTALLMENT CONTRACT

PA

12/30/2006

Dealer Number _____

Buyer: DAVID L NEARHOOD 1223 OAK GROVE ROAD MORRISDALE PA 16858
(Print Full Name and Address of Principal Residence)

Co-Buyer: _____
(Print Full Name and Address of Principal Residence)

Creditor-Seller: RIDER FORD 1001 WALTON ST PHILIPSBURG PA 16866
(Print Full Name and Address)

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee ("Assignee").

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW	2006	FORD TRUCK S-DTY F-250	REG CAB	1FTNF21506EB63026	

If truck or recreational vehicle – Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for ☐ personal, family or household, or ☐ business purposes

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 6500.00
8.49%	$ 7287.42	$ 22102.50	$ 29389.92	$ 35889.92

PAYMENT SCHEDULE: Your payment schedule will be 84 monthly payments of $ 349.88 each, due on the same day of each month starting on 01/29/2007

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased

LATE FEE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price of Vehicle (including any accessories, installation, services, repairs, taxes and other permitted costs): $ 28509.00 (1)

2. Downpayment:

A. Trade-in. Your Trade-in is a _____ (Year) _____ (Make) _____ (Model) _____ (VIN)

Gross Allowance $ N/A less Amount Owing $ N/A equals Net Trade-in $ N/A

(If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-in and enter excess as Prior Credit or Lease Balance in Item 4D)

B. Cash Downpayment	$ 2000.00	
C. Manufacturer's Rebate Applied to Downpayment	$ 4500.00	
D. Total Downpayment (A plus B plus C)		$ 6500.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2D):		$ 22009.00 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf:		
A. Amounts Paid to Insurance Companies (Amounts paid to Insurance Companies as per insurance disclosures below)*:		
1. Optional Credit Life Insurance	$ N/A	
2. Optional Credit Accident and Health Insurance	$ N/A	
B. Amounts Paid to Public Officials:		
1. Government License and/or Registration Fees	$ 6.00	
2. Certificate of Title Fees	$ 22.50	
3. Lien Recording Fees	$ 5.00	
4. UCC Filing Fees	$ N/A	
5. Other (Specify)	$ N/A	
6. Other (Specify) PA TIRE TAX	$ 5.00	
C. Seller's Documentary Fee (not a governmental fee)	$ 55.00	
D. Other Charges (Describe who will receive payment and purpose)		
1. To N/A For Prior Credit or Lease Balance	$ N/A	

EXHIBIT

2. To N/A For N/A $ N/A

3. To N/A For N/A $ N/A

4. To N/A For N/A $ N/A

E. Total Other Charges and Amounts Paid to Others on Your Behalf (A plus B plus C plus D) $ 93.50 (4)

5. Amount Financed / Unpaid Balance (3 plus 4E): $ 22102.50 (5)

6. Finance Charge $ 7287.42 (6)

7. Time Balance $ 29389.92 (7)

8. Payment Schedule: One payment of $ 349.98 and 83 payments of $ 349.00 each, beginning 01/29/2007 and due on the dates shown in the PAYMENT SCHEDULE above.

"To the extent permitted by applicable law, we may be receiving a portion of these amounts.

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth In Lending Disclosures Box shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th (1/366th in a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is $1.00 or more) after you make your last payment; we will advise you of any additional amount owed (if it is $1.00 or more). There is a possibility that a supplemental payment of interest might be due if earlier payments were received after their due date.

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

N/A
(Street and Town)

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

☐ Life (☐ Buyer ☐ Co-Buyer ☐ Both) at a premium of $ N/A for a term of N/A.

Credit life insurance will pay your debt on this Contract up to $ N/A.

☐ Disability, Accident and Health (Buyer Only) at a premium of $ N/A for a term of N/A.

Credit disability, accident and health insurance will pay your debt on this Contract up to $ N/A.

The name of the insurer is N/A (Name) of (Home Office Address).

Buyer Signature Date Co-Buyer Signature Date

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

DUE TO THE PASSAGE OF THE "USA PATRIOT ACT" WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING

VERIFICATION OF CUSTOMER IDENTITY - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. In all cases, the protection of our customer's identity and confidentiality is our pledge to you

The Annual Percentage Rate may be negotiable with the Creditor-Seller. The Creditor-Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER.
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

12/30/2006

Buyer Signs x David L Nearhood Co-Buyer Signs _____

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND A COPY OF THE CITIZENS FINANCIAL GROUP, INC. PRIVACY NOTICE AT THE TIME YOU SIGN THE CONTRACT.

➡ x David L Nearhood 12-29-06 ➡ _____

Buyer's Signature Date (Co) Buyer's Signature Date

Creditor-Seller Signs _____ Date

By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

ORIGINAL

CC216300 (10/04)

You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or

OTHER IMPORTANT AGREEMENTS:

OWNERSHIP AND RISK OF LOSS: You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or missing. You agree not to sell, transfer, or remove the vehicle from the United States for more than 30 days without our written permission. You agree to maintain the vehicle in good condition and repair, except wear and tear caused by ordinary use. We may inspect the vehicle at any reasonable time. You will not expose the vehicle to misuse or confiscation or permit anyone to use the vehicle for any unlawful purpose. You will keep the vehicle free of any claims and seizures by any government authority. You will not rent the vehicle to others or carry passengers for hire. If we pay any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you will repay the amount when we ask for it. You will immediately notify us of any change in the address of your principal residence or the address where the vehicle is regularly located.

SECURITY INTEREST: You are giving us a security interest in: the vehicle being purchased; all proceeds of the vehicle; all accessions; and any attachments, accessories, or equipment affixed to the vehicle within ten days of this Contract. The security interest also covers: (1) insurance premiums returned to us; (2) proceeds of insurance policies on the vehicle, and (3) proceeds of any insurance policies on your life or health financed in this Contract. This security interest secures payment of all amounts you owe in this Contract and in any transfer, renewal, extension, modification, refinancing, or assignment of this Contract. It also secures your other agreements in this Contract. For purposes of this Contract, we agree to forego any security interest you may have given under another agreement which secures your obligation under this Contract. You will cause or cooperate in causing our security interest (lien) on the vehicle to be shown on the title. You will not allow any subordinate or other liens to be placed on the vehicle.

REQUIRED PHYSICAL DAMAGE INSURANCE: You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this Contract. You may obtain this insurance from any insurer you choose that is acceptable to us. You will make us loss payee and provide evidence of insurance. At any time during the term of this Contract, if you do not have physical damage insurance which covers both your and our interests in the vehicle, then we may buy it for you. If we do not buy physical damage insurance which covers both interests in the vehicle, we may, if we decide, buy insurance which covers only our interest; as permitted by applicable law.

We are under no obligation to buy any insurance, but may do so if we desire. If we buy either of these coverages, we will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a Finance Charge at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that we can use any insurance settlement either to repair the vehicle or to apply to your debt.

INSURANCE CHARGES RETURNED TO US: If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance covering only our interest in the vehicle. Any refund on optional insurance we obtain will be credited to your account or returned to you. Any insurance charges returned to us and credited to your account will be applied to as many of your installments as they will cover, beginning with the final installment.

SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT: You have the right to prepay this Contract in whole or in part at any time and you will not be charged a penalty for any such prepayment. If you are default, you may have the right to reinstate this Contract or if your property has been repossessed you may have the right under the law to receive back your property and to reinstate this Contract.

DEFAULT: You are in default if: (1) you fail to make a regularly scheduled installment payment when due; (2) any event occurs which substantially impairs the value of the vehicle; or (3) you breach any of your agreements or obligations under this Contract or if you die.

REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE: If you are in default, we can, upon written notice to you and subject to any right you may have to cure the default, demand that you pay all you owe on this Contract at once. If you fail to pay, you will be liable for interest at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law.

REPOSSESSION OF THE VEHICLE: Repossession means our taking the vehicle from you. If you are in default, we can repossess the vehicle upon written notice to you as required by law and subject to your rights to cure the default. To take the vehicle we can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal property in the vehicle, we will hold such property for the period required by law. If you fail to claim such personal property within such period, this property will be disposed of in the same manner as the vehicle. Any proceeds of such property will be applied to pay any amounts you still owe to us. Any accessories, equipment or replacement parts will remain with the vehicle.

GETTING THE VEHICLE BACK AFTER REPOSSESSION: If the vehicle has been repossessed, we may, but are not required to, allow you to reinstate this Contract and return the vehicle to you provided that you pay all past due installments, accrued late charges and agree with us on mutually satisfactory arrangements, and, if default at the time of repossession exceeded 15 days, also pay us expenses of retaking, repairing and storage authorized by law. If we do not allow you to reinstate this Contract, you may redeem the vehicle and end the Contract by payment of either of the following amounts, as applicable; (i) when default at the time of repossession was less than 15 days, the unpaid time balance plus any accrued default charges authorized by law plus any other amounts lawfully due under this Contract, excluding costs of retaking, repairing and storage; or (ii) when default at the time of repossession exceeded 15 days, the unpaid time balance, plus any accrued default charges authorized by law, plus costs of retaking, repairing, repossession and storing authorized by law, plus any other amount lawfully due under the Contract. Your right to redeem will end when the vehicle is sold.

SALE OF THE REPOSSESSED VEHICLE: We will send you a written notice of sale within the time period required by law before selling the vehicle. If you do not redeem the vehicle by the date on the notice, we can sell it at a public or private sale. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of sale will be figured this way: Any charges permitted by law for retaking, storing and repairing the vehicle, and any other charges permitted by law will be subtracted from the selling price. If you owe us more than the net proceeds of sale, you will pay us the deficiency. In any action we bring for a deficiency, you are entitled to have the reasonable value of the vehicle at the time of resale determined by the court, and if the value determined by the court is higher than the resale price, the higher value will be credited to the amounts you owe us. If you owe us less than the net proceeds of sale, we owe you the difference, unless someone else has an interest in the vehicle. For example, we may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, to the extent allowed by law you will pay us the difference between the net proceeds of sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to this Contract, until you do pay all you owe to us.

COLLECTION COSTS: If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorneys' reasonable fees and any court costs to the extent permitted by law.

LATE CHARGE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment. The late charge may be computed on the basis of a full calendar month for any fractional month period in excess of 10 days.

RETURNED CHECK FEE: To the extent permitted by law, you agree to pay those costs we actually incur and do not retain in connection with a check you give us that is returned for non-sufficient funds.

DELAY IN ENFORCING RIGHTS AND CHANGES OF THIS CONTRACT: We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, we can extend the time for making some payments without extending others. Any change in terms of this Contract must be in writing and signed by us. No oral changes are binding. If any provision of this Contract conflicts with applicable law, it will be considered modified to comply with that law and the remaining provisions shall continue.

WARRANTIES SELLER DISCLAIMS: You understand that the Seller is not offering any express warranties unless the Seller extends a written warranty. This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

RIGHT TO OFFSET: To the extent permitted by operation of law, if you are in default, we can subject to your right to cure the default, pay all or part of the amounts owed under this Contract from any deposits or funds that you have with us without telling you ahead of time.

CREDIT INFORMATION: You agree that we or our affiliate providing servicing or to whom this contract may be assigned may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application, and any update, renewal, refinancing, modification or extension of this Contract. If you ask, you will be told the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify employment, pay, assets and debts. Anyone receiving a copy of this is authorized to provide us with such information. You agree that, to the extent permitted by law and as disclosed in our privacy notice, we, our assignee, any of our affiliates, and others may exchange credit, account and financial information about you.

NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

GOVERNING LAW: This Contract is governed by the law of Pennsylvania, and is the entire agreement between you and us.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of Buyer and Co-Buyer under the above Retail Installment Contract (the Contract), and all extensions of the Contract and

has been made or undertaken and whether or not suit has been brought against Buyer or Co-Buyer or any guarantor of the Contract. Undersigned shall be primarily and jointly and severally liable with Buyer and Co-Buyer for full performance of Buyer's and Co-Buyer's obligations under the Contract.

SIGNATURES. (Sign Full Name in Ink): Date:

(Seal)

Witness Guarantor Address

(Seal)

Witness Guarantor Address

SELLER'S ASSIGNMENT

Seller sells and assigns to the Assignee named below all of its right, title and interest in this Retail Installment Contract ("Contract"). Seller represents, warrants and covenants to Assignee that (a)(i) no statements made or furnished to Assignee by Buyer or any Co-Buyer (collectively "Buyer"), Seller or any other person are untrue or incomplete; (ii) Buyer has not financed the down payment of the Vehicle described in the Contract ("the Vehicle"); (iii) Buyer is a bona fide applicant having legal capacity to enter into the Contract; (iv) the signature of the Buyer on all documents is genuine; and (v) the amount stated in the Contract to be due will in fact be due and payable at the time or times provided therein free of any claims, defenses, setoffs or counterclaims; (b) Seller has verified Buyer's identification; (c) The down payment for the Vehicle is paid in full with negotiable funds; (d) Seller has sold the Vehicle and the proceeds of the Contract are to be used to pay for such Vehicle and related items; (e) Seller had indefeasible title to the Vehicle immediately prior to the purchase by Buyer, and the right and authority to sell the Vehicle to Buyer, free and clear of all liens and encumbrances; (f) Seller warrants that the Vehicle is not a grey market or altered vehicle and is not salvaged, rebuilt or reconstructed from a total loss or otherwise materially impaired and the title to the Vehicle does not reflect such and the odometer statement executed by the Seller in connection with the Vehicle does not indicate true mileage unknown; (g) Seller has the authority to assign the Contract to Assignee free and clear of all liens and encumbrances; (h) Seller will secure and perfect for Assignee a security interest in the Vehicle free and clear of all liens or encumbrances, and deliver to Assignee evidence satisfactory to Assignee of such security interest within six months of the date of the Contract; (i) The description of the Vehicle is true and complete in the Contract and the Vehicle will be or has been duly delivered to and accepted without revocation by Buyer; (j) insurance or other coverage provided or arranged by Seller does not violate any applicable law or regulation and insurance documentation and rebates of unearned premiums, if any, will be delivered to Buyer within the time required by law; (k) The Vehicle is insured by a company acceptable to Assignee against fire, theft and collision. Assignee is loss payee and written evidence of such insurance has been or will promptly be provided to Assignee; (l) All optional credit insurance sold by Seller to Buyer is for the full term of the Contract and is limited to coverage of Buyer; (m) Seller has provided Buyer with a completed Contract and any other document as required by applicable law, and the information filled in thereon by Seller is accurate; (n) Seller is licensed to the extent required by law; (o) Seller has complied with all applicable transaction reporting requirements including; without limitation, the requirement under Section 6050I of the Internal Revenue Code as may be amended from time to time to report cash receipts of more than $10,000, and its implementing regulations; (p) Seller has complied with Assignee's procedures regarding the Fair Credit Reporting Act (FCRA) and Equal Credit Opportunity Act (ECOA) including, but not limited to, the following: (i) Seller has only submitted to Assignee credit information on Buyer after Buyer's signatures were first obtained on a credit application acceptable to Assignee ("Application"); (ii) Seller has not submitted any credit information on any individual whose signature does not appear on the application; (iii) Seller has advised Buyer that his/her Application has been submitted to Assignee at Assignee's current address; and (iv) Seller has advised Buyer that credit was approved by Assignee; (q) Seller has complied with all requirements of the FCRA and ECOA and all other federal, state and local laws, rules and regulations applicable to the extension of credit and consumer protection or otherwise applicable to the sale of the Vehicle including, without limitation, the requirements to provide Buyer with a foreign translation of the Contract; (r) Seller will promptly forward to the proper authorities all federal, state and local fees and taxes due in connection with the sale of the Vehicle; (s) Seller does not charge Buyer for filing fees or other costs paid by Seller to public officials to perfect Assignee's security interest in the Vehicle, except where allowed by law, nor does Seller make any type of charge, including documentary or processing charges, which Seller does not make in any other cash transaction; (t) Assignee shall have the right, but not the obligation, to inspect Seller's books, financial documents and other business records relating to this assignment or this Contract at Seller's place of business during Seller's normal business hours; and (u) upon request by Assignee, Seller shall promptly submit to Assignee signed financial statements of Seller's business, to include balance sheets, cash flow statements, profit and loss statements and such other information required by Assignee.

Each of these warranties, representations and covenants is material to Assignee's acceptance of this Contract. If any of them is breached or is erroneous, Seller unconditionally promises to accept reassignment of this Contract, without recourse against Assignee, and to pay Assignee, upon demand (1) the unpaid balance of the Contract as determined by Assignee, (2) all losses and expenses incurred by Assignee as a result of such breach or untruth, and (3) out-of-pocket expenses paid or incurred by Assignee in connection with the collection of any amount due under the Contract, including attorneys' fees and costs of litigation, whether by or against Assignee, and expenses with respect to repossessing, storing, repairing and selling the Vehicle. In addition, Seller agrees to indemnify Assignee in the manner and to the extent specified in the preceding sentence if the Assignee suffers a loss or expense in any judicial or administrative proceeding because of any claim or defense asserted against Assignee as a result of any act or omission on the part of Seller. If this Contract is rescinded by court order, Seller shall pay Assignee the amount specified above.

Seller shall be liable even if a waiver, compromise, settlement or variation of the terms of the Contract releases the Buyer.

The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. Seller waives notice of acceptance of this guarantee and assignment and notices of non-payment and non-performance.

This assignment is without recourse against Seller except as provided above and/or in another agreement, if any, between Seller and Assignee relating to the financing of retail installment contracts.

Assigned to: Citizens Automobile Finance Corp. ("Assignee")

CC-10350 (10-04)

Dealer Number

12/30/2006

Citizens Automobile Finance Corp. RETAIL INSTALLMENT CONTRACT PA

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

666

0711599999003429-001

1FTNF21506EB63026	2006	FORD		6431426440I NE	
TK	0		3/02/07	000015	0
3/02/07	3/02/07	5,737	9,000		

DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 16858

CITIZENS AUTOMOBILE
FINANCE CORP

CITIZENS AUTOMOBILE
FINANCE CORP
P.O. BOX 255587
SACRAMENTO CA 95865

ALLEN D BIEHLER

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SEAL

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATERMARK

3450100

EXHIBIT 2

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsifications to authorities, that he/~~she~~ is MICHAEL HECHT (Name), LEGAL SPECIALIST (Title) of CITIZENS AUTOMOBILE FINANCE INC (Company), plaintiff herein, that he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing ANSWER, NEW MATTER, NEW MATTER PURSUANT TO PA.R.C.P. 2252(d) AND COUNTERCLAIM are true and correct to the best of his/her knowledge, information and belief.

Michael Hecht
(Signature)

WWR# 6101364

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the within Plaintiff's Reply to Counterclaim and New Matter was served on the 20th day of December 2007 by first class, U.S. Mail, postage-prepaid, addressed as follows:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Susan E. Bardo, Esquire
Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
122 East High Street
Bellefonte, PA 16823

James C. Warmbrodt

EXHIBIT B

PLAINTIFF'S
NOTICE OF AND SUPPLEMENTAL EVIDENTIARY EXHIBITS NO. 1

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

JAN 20 2009

Attest.

William L. Ammerman
Prothonotary/
Clerk of Courts

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
Plaintiff	**: BREACH OF CONTRACT : ACTION - EX CONTRACTU**
vs	
RIDER FORD, INC., a/k/a RIDER FORD	
and	**: CASE NO.: 2007-00908-CD**
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	
Defendants	

NOTICE OF AND SUPPLEMENTAL EVIDENTIARY EXHIBITS NO. 1

COMES NOW the Plaintiff in this Action, David L. Nearhood, and hereby submits this **Notice of and** the attached **Supplemental Evidentiary Exhibits No. 1** documents that are to be submitted into evidence in this case for both the Court and for the Jurors in the Jury trial as Plaintiff previously notified all parties he desires in his Notice and Demand for Jury Trial, all in support of Plaintiff's **Complaint**, and to help prove his case of fraud, breach of contract, negligence, etc., including but not limited to the following Exhibits attached to this Notice: (1). **Certified Title History and Certified Odometer Document - Exhibit S-1**; (2). **Federal Consumer Information Regulations - Exhibit S-2**; and (3). **Investigative and Enforcement Procedures - Exhibit S-3**.

Respectfully submitted,

Dated: Jan. 20, 2009 by David L. Nearhood

David L. Nearhood, *in propria persona*
Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **Notice of and Supplemental Evidentiary Exhibits No. 1,** and in **the attached Supplemental Evidentiary Exhibits**, are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: JAN. 20, 2009 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

TABLE OF CONTENTS
(Supplemental Evidentiary Exhibits)

Exhibit #	Description
Exhibit S-1	**Certified Title History and Certified Odometer Document** *(Title History and MV-1 Document Defendant Rider Ford Filed with Harrisburg State DMV and that Defendant Citizen's Auto Finance Corp. Accepted Showing Evidence of Defendant Breach and Fraud and Negligence, etc., in Altering Registration GVWR from 9000 lbs Max Rating as Originally Agreed Between Plaintiff and Defendant Rider Ford to 7000 lbs, as found on Page S-1.5 of Exhibit at top of Page, and Other Alterations from Plaintiff's Original MV-1 Exhibit C as Filed in Complaint.)*
Exhibit S-2	**Federal Consumer Information Regulations** *(Federal Consumer Information Showing Laws and Regulations Requiring Dealer to Give Correct Vehicle Owner's Manual and Other Information to Consumer upon Purchase of Motor Vehicle.)*
Exhibit S-3	**Investigative and Enforcement Procedures** *(TSA Investigative and Enforcement Procedures Showing Legal Provisions Applicable to Motor Vehicles and Dealers .)*

Exhibit S-1

Certified Title History and Certified Odometer Document

(Title History and MV-1 Document Defendant Rider Ford Filed with Harrisburg State DMV and that Defendant Citizen's Auto Finance Corp. Accepted Showing Evidence of Defendant Breach and Fraud and Negligence, etc., in Altering Registration GVWR from 9000 lbs Max Rating as Originally Agreed Between Plaintiff and Defendant Rider Ford to 7000 lbs, as found on Page S-1.5 of Exhibit at top of Page, and Other Alterations from Plaintiff's Original MV-1 Exhibit C as Filed in Complaint.)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
SAFETY ADMINISTRATION
HARRISBURG, PA 17123
10/23/07

DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 16858-0000

072960703000123 001

CERTIFICATE & ATTESTATION

I hereby certify that Anita M. Wasko, Director of the Bureau of Motor Vehicles of the Department of Transportation, is the legal custodian of the Motor Vehicle Records of the Pennsylvania Department of Transportation.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THIS DEPARTMENT ON THE ABOVE DATE IN ACCORDANCE WITH SECTION 6103 OF THE JUDICIAL CODE, TITLE 42, PA. Consolidated Statutes.

Allen D. Biehler

SECRETARY OF TRANSPORTATION

I hereby certify that the documents attached hereto are full, true and correct photostatic, microfilm or printed copies of documents or electronically stored information of which I have legal custody and that the copies conform to the requirements of 6109 of the Judicial Code. Sales tax information is redacted from applications for certificate of title in accordance with the Act of April 9, 1929, P.L. 343, as amended, 72 P.S. Section 731.

TITLE: 64314264
TAG : YFV1763
VIN : 1FTNF21506EB63026

CERTIFIED IN ACCORDANCE WITH SECTION 6103 OF THE JUDICIAL CODE, TITLE 42, PA. Consolidated Statutes.

Anita M. Wasko

ANITA M. WASKO, DIRECTOR
BUREAU OF MOTOR VEHICLES

5-1.1

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
VEHICLE RECORD ABSTRACT
10/23/07
PAGE 1

072960703000123 001

OWNER : DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 16858

LESSEE : NONE

TITLE NUMBER	: 64314264		
TAG NUMBER	: YFV1763	TITLE DATE	: 03/02/07
VIN	: 1FTNF21506EB63026	REGISTRATION EXPIRY DATE	: 04/07
		BODY TYPE	: TK
MAKE	: FORD	ODOMETER READING	: 15*
MODEL	:	*ACTUAL MILEAGE	
RENEWAL WID	: 061211467000066 001	DUPLICATE TITLE COUNT	: 0
PREVIOUS TAG	:	VEHICLE YEAR	: 2006
LIENS	: YES	STOLEN DATE	:
STOPS	: NO		

TITLE BRAND INFORMATION

NO TITLE BRANDS EXIST FOR THIS TITLE

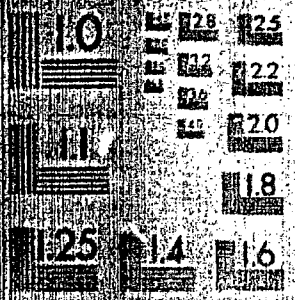
ADDRESS CORRESPONDENCE TO:
DEPARTMENT OF TRANSPORTATION
VEHICLE RECORD SERVICES
PO BOX 68691
HARRISBURG, PA 17106-8691

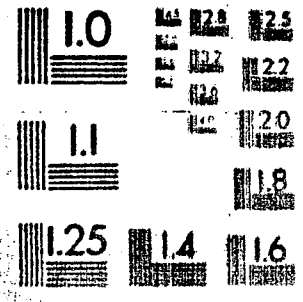
INFORMATION: (8:00 AM TO 6:00 PM)
IN STATE 1-800-932-4600
OUT-OF-STATE 717-412-5300
TDD IN STATE 1-800-228-0676
TDD OUT-OF-STATE 717-412-5380
WWW.DOT.STATE.PA.US

S-1.2

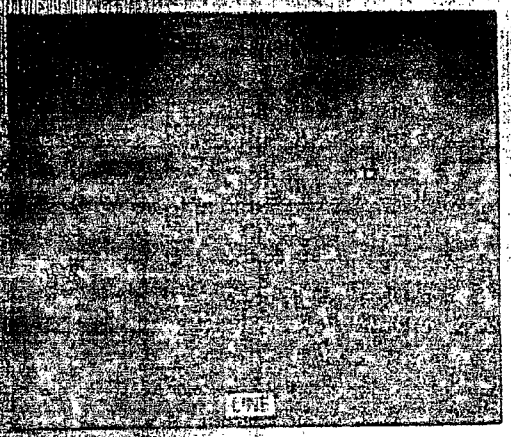


MV-127 (01-02)



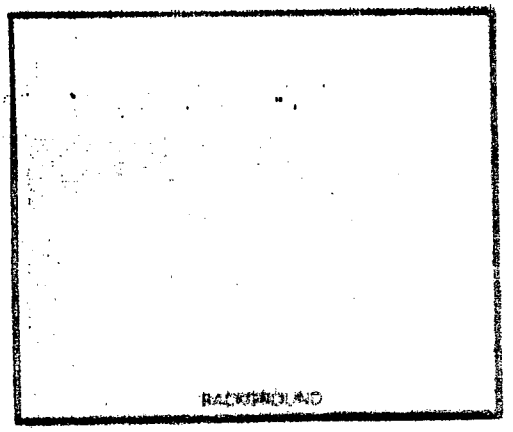






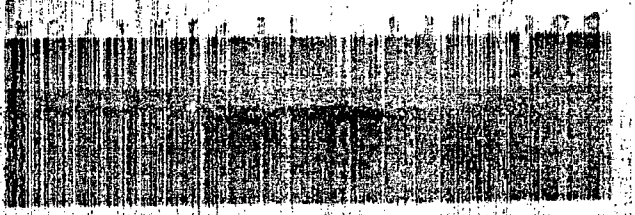




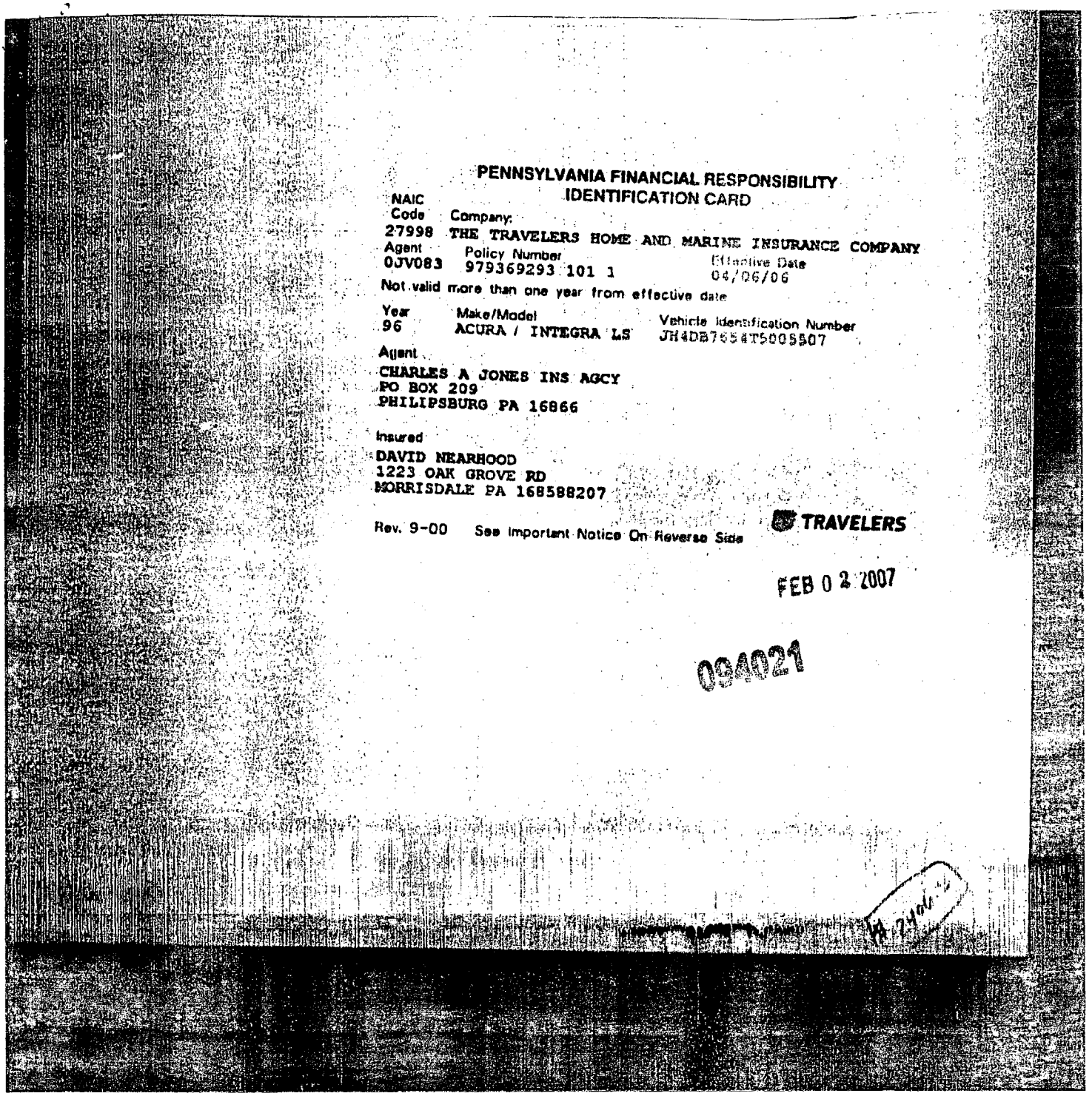


FEB 0 2 2007

094021



S-1.3



PENNSYLVANIA FINANCIAL RESPONSIBILITY IDENTIFICATION CARD

NAIC Code	Company:
27998	THE TRAVELERS HOME AND MARINE INSURANCE COMPANY

Agent	Policy Number	Effective Date
0JV083	979369293 101 1	04/06/06

Not valid more than one year from effective date

Year	Make/Model	Vehicle Identification Number
96	ACURA / INTEGRA LS	JH4DB7554T5005507

Agent

CHARLES A JONES INS AGCY
PO BOX 209
PHILIPSBURG PA 16866

Insured

DAVID NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 168588207

Rev. 9-00 See Important Notice On Reverse Side

TRAVELERS

FEB 0 2 2007

094021

S-1.4

No. 257208

www.dmv.state.pa.us

MV-1(E-05)

TAX / FEES

VEHICLE (IDENTIFICATION NUMBER (VIN) IF TRACING REQUIRED, TAPE SECURELY TO REVERSE OF THIS COPY

1GTEC2 1500EB 30126

BODY TYPE (SDN, TK, SUB, ETC.)

MODEL YEAR

2004

GROSS VEHICLE WT. RATING

7,500

FUEL TYPE: ☐ GASOLINE ☐ DIESEL ☐ ELECTRIC ☐ PROPANE ☐ HYBRID ☐ OTHER

DIN/MECHANIC #

85-9661RI

AUTHORIZED NOTARY PUBLIC OR CERTIFIED INSPECTION MECHANIC (PRINT NAME)

Donald Hilevitch

CHECK THE APPROPRIATE BLOCK IF THE VEHICLE WAS NOT USED OR WAS FORMERLY USED AS A TAXI OR FOR LIVERY PURPOSES (IF APPLICABLE)

I certify that I have verified that a motor vehicle correctly described and that the above VIN and vehicle weight information listed here and in Section F are correct.

SIGN HERE

LAST NAME (OR FULL BUSINESS NAME)

FIRST NAME

MIDDLE INITIAL

DATE ACQUIRED FOR TRADE

CO-OWNER'S NAME

DRIVER'S LICENSE NUMBER (IF APPLICABLE)

STREET

CITY

STATE

ZIP

COUNTY CODE

23 BAY GROVE ROAD MORRISDALE PA 16858

17

NOTE: If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE ☐ Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate.)

REFER TO COUNTY TAX REGULATIONS ON REVENUE, USE OF VEHICLE OR PERSON OWNING

IF VEHICLE IS TO BE USED AS A DAILY RENTAL OR LEASED VEHICLE, CHECK THIS BLOCK ☐ IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-6

☐ REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS

☐ IS NOT THE ACTUAL MILEAGE. WARNING: ODOMETER DISCREPANCY

ODOMETER READING

TENTHS

WARNING: FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT

1ST LIEN DATE → IF NO LIEN, CHECK ☐

2ND LIEN DATE → IF NO LIEN, CHECK ☐

1ST LIENHOLDER: PEOPLES AUTO FINANCE CO

2ND LIENHOLDER

STREET: PO BOX 28587

STREET

CITY: PITTSBURGH STATE: PA ZIP: 15228

CITY STATE ZIP

FINANCIAL INSTITUTION NUMBER: 1115002001

FINANCIAL INSTITUTION NUMBER

1ST LIEN ACT. CHECK HERE ☐ NOTE: FIN IS REQUIRED

IF THIS IS AN ELT, CHECK HERE ☐ NOTE: FIN IS REQUIRED

NAME OF VEHICLE

VIN

MODEL YEAR

TYPE OF VEHICLE: FUEL TYPE:

CONDITION OF VEHICLE ☐ GOOD ☐ FAIR ☐ POOR

PASSENGER ☐ TAXI ☐ LIMOUSINE ☐ SCHOOL BUS ☐ MASS TRANSIT ☐ OTHER ☐

SEATING CAPACITY

CYLINDERS ☐ 4 ☐ 6 ☐ 8

HORSEPOWER ☐ 1.5 OR LESS ☐ 1.6 TO 3.0 ☐ OVER 3.0

AIR CONDITIONING ☐ YES ☐ NO

POWER STEERING ☐ YES ☐ NO

POWER BRAKES ☐ YES ☐ NO

MAX. DESIGN SPEED 90 MPH OR LESS ☐ YES ☐ NO

ODOMETER ALTERED FOR COMMERCIAL USE ☐ YES ☐ NO

CARGO VAN

BODY MAKE

TRACTOR OR AXLES

REG. REGISTERED GROSS WT. (INCLUDING LOAD) 7000

GVW OR CARVE

UNLADEN WT. (EMPTY) 5737

REG. REGISTERED GROSS COMBINATION WT

GROSS COMBINATION WT. RATING

ORIGINAL PLATE (1st Check One)

☐ PLATE TO BE ISSUED BY AUTHORIZED AGENT OF INSURANCE

☐ TEST OR ATTACHED

☐ EXCHANGE PLATE TO BE ISSUED BY AUTHORITY

☐ TEMPORARY PLATE ISSUED BY SALES AGENT (NOTE: THIS PLATE WILL EXPIRE IN 60 DAYS FROM DATE OF ISSUANCE.)

☐ TRANSFER OF PREVIOUSLY ISSUED PLATE

☐ TRANSFER & RENEWAL OF PLATE

☐ TRANSFER & REPLACEMENT OF PLATE

☐ TRANSFER OF PLATE & REPLACEMENT OF STICKER

PLATE NO. YFV7104

EXPIRES Month 04 Year 2007

REASON FOR REPLACEMENT

☐ LOST ☐ STOLEN ☐ DEFACED ☐ NEVER RECD (LOST IN MAIL)

NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44

TRANSFERRED FROM TITLE NO. 485755310 01 NE

VIN 1GTEC24KXKE516224

SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT)

SIGN HERE

RELATIONSHIP TO APPLICANT

INSURANCE COMPANY NAME: TRAVELERS INS CO

NAIC NO. 27998

POLICY NO. (OR ATTACH BINDER) 974P05293 601

POLICY EFFECTIVE DATE 04/06/2006

POLICY EXPIRATION DATE 10/06/2006

I CERTIFY THAT ON MONTH ____ DAY ____ YEAR ____ I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS

ISSUING AGENT (PRINT NAME) RIDER FORD

AGENT NO. 85-9661

ISSUING AGENT SIGNATURE

TELEPHONE NO. 814 342-4620

NOTICE: YOU MAY LOSE YOUR OPERATING PRIVILEGES OR VEHICLE REGISTRATION FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY ON THE COVERED VEHICLE FOR THE PERIOD OF REGISTRATION. ANY PERSON CONVICTED OF SUBMITTING A FORM NOT EXCEEDING $3,000 AND IMPRISONMENT FOR NOT MORE THAN TWO (2) YEARS FOR ANY FALSE STATEMENT THAT HE MADE ON THIS APPLICATION. UNDER THE PENALTY THAT I/WE HAVE EXAMINED AND KNOW THE CONTENTS OF THIS APPLICATION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE AND BELIEF. I/WE ALSO CERTIFY THAT I/WE ARE ENTITLED TO CLAIM THE EXEMPTION PROVIDED FOR UNDER THE LAW AND STATE THE REASON FOR CLAIMING EXEMPTION.

PRINT NAME

SIGNATURE OF APPLICANT

PHONE NO.

DATE

SIGNATURE REQUIRED

SIGNATURE OF CO-PURCHASER

NOTARY PUBLIC

MY COMMISSION EXPIRES

NOTARY SEAL

NOTARY PUBLIC

MV/RENDER NUMBER

094021

FEB 02 2007

$-1.5

(67129)

CERTIFICATE OF ORIGIN FOR A VEHICLE

Ford

DATE: OCTOBER 06,2005

INVOICE NO: EB63026 0

VEHICLE IDENTIFICATION NO.: 1FTNF21506EB63026

YEAR: 2006

MAKE: FORD

BODY TYPE: 137 SD REG CAB SRW 4X4

SHIPPING WEIGHT: 5737 LBS.

WHEELBASE: 40.30

G.V.W.R: 9000 LBS

NO. CYLS: 8

SERIES OR MODEL: F21D

NOMINAL TONNAGE: 3/4

The undersigned authorized representative of the company, firm or corporation named below, hereby certifies that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

Tri Star Ford Mercury of Tyron

R D 5, Old Route 220

Tyrone PA 16686

094021

4/17/06

It is hereby certified that this was the first transfer of such new motor vehicle in ordinary trade and commerce.

MEMO DATA (NOT A LIEN)

FINANCE SOURCE 100004

M & T BANK

P O Box 767

Buffalo NY 14240

B12434418

FORD MOTOR COMPANY

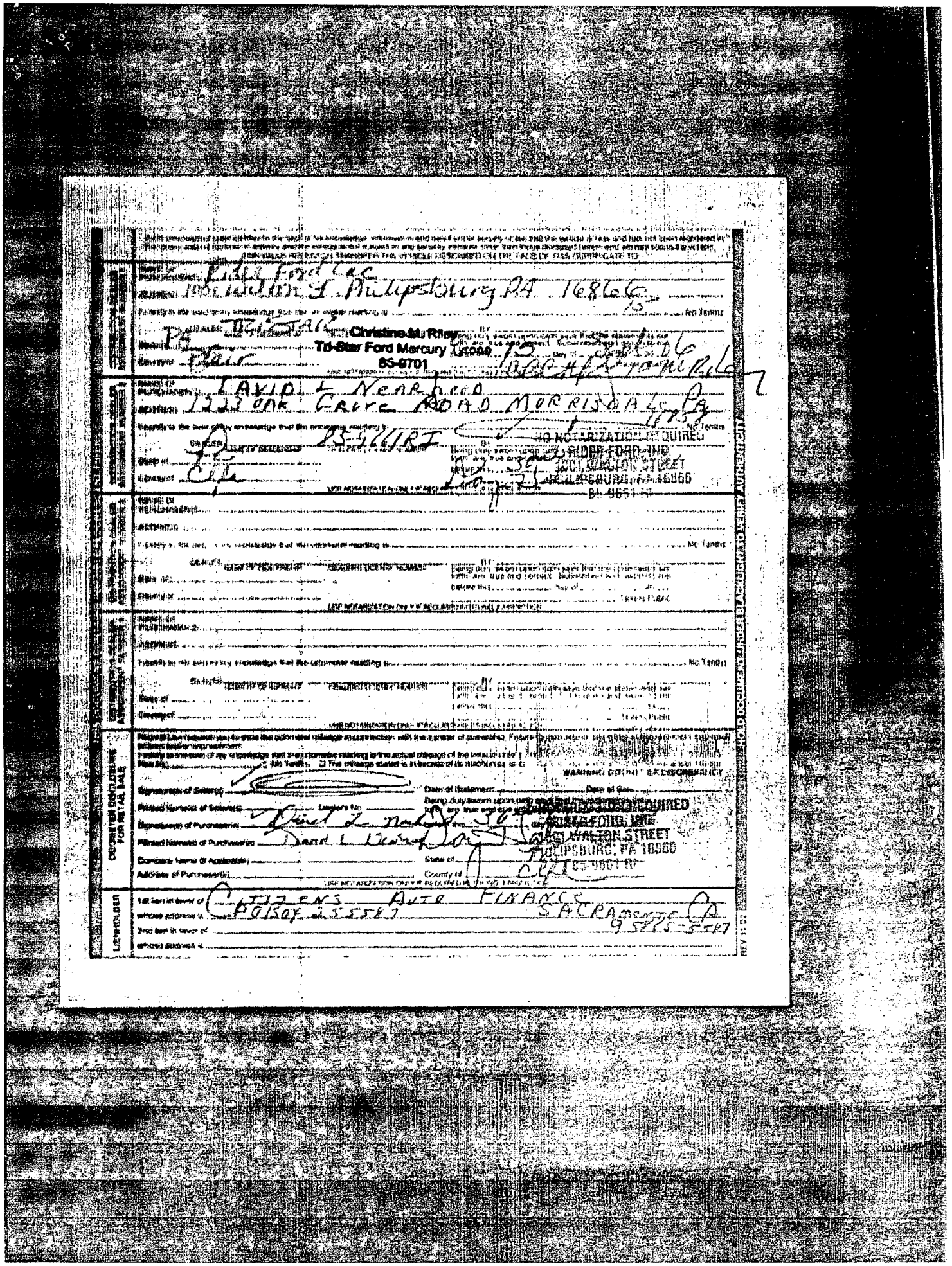
BY _____

(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

DEARBORN, MICHIGAN

CITY - STATE

S-1.6


Christine McRay
Tri-Star Ford Mercury Lincoln
85-9701
HO NOTARIZATION REQUIRED
SIDER FORD INC
3401 AVIATION STREET
MONROEVILLE, PA 15146
85-9651-W
WARRANTY DEED - EXECUTORSHIP
NO NOTARIZATION REQUIRED
SIDER FORD, INC
3401 AVIATION STREET
MONROEVILLE, PA 15146
85-9651-W

S-107

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION
SAFETY ADMINISTRATION
HARRISBURG, PA 17123
10/23/07

DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 16858-0000

072960703000123 002

CERTIFICATE & ATTESTATION

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IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THIS DEPARTMENT ON THE ABOVE DATE IN ACCORDANCE WITH SECTION 6103 OF THE JUDICIAL CODE, TITLE 42, PA. Consolidated Statutes.

Allen D. Biehler

SECRETARY OF TRANSPORTATION

I hereby certify that the documents attached hereto are full, true and correct photostatic, microfilm or printed copies of documents or electronically stored information of which I have legal custody and that the copies conform to the requirements of 6109 of the Judicial Code. Sales tax information is redacted from applications for certificate of title in accordance with the Act of April 9, 1929, P.L. 343, as amended, 72 P.S. Section 731.

TITLE: 64314264
TAG : YFV1763
VIN : 1FTNF21506EB63026

CERTIFIED IN ACCORDANCE WITH SECTION 6103 OF THE JUDICIAL CODE, TITLE 42, PA. Consolidated Statutes.

Anita M. Wasko

ANITA M. WASKO, DIRECTOR
BUREAU OF MOTOR VEHICLES

S-1.8

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
VEHICLE RECORD ABSTRACT
10/23/07
PAGE 1

072960703000123 002

OWNER : DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 16858

LESSEE : NONE

TITLE NUMBER	: 64314264		
TAG NUMBER	: YFV1763	TITLE DATE	: 03/02/07
VIN	: 1FTNF21506EB63026	REGISTRATION EXPIRY DATE	: 04/07
		BODY TYPE	: TK
MAKE	: FORD	ODOMETER READING	: 15*
MODEL	:	*ACTUAL MILEAGE	
RENEWAL WID	: 061211467000066 001	DUPLICATE TITLE COUNT	: 0
PREVIOUS TAG	:	VEHICLE YEAR	: 2006
LIENS	: YES	STOLEN DATE	:
STOPS	: NO		

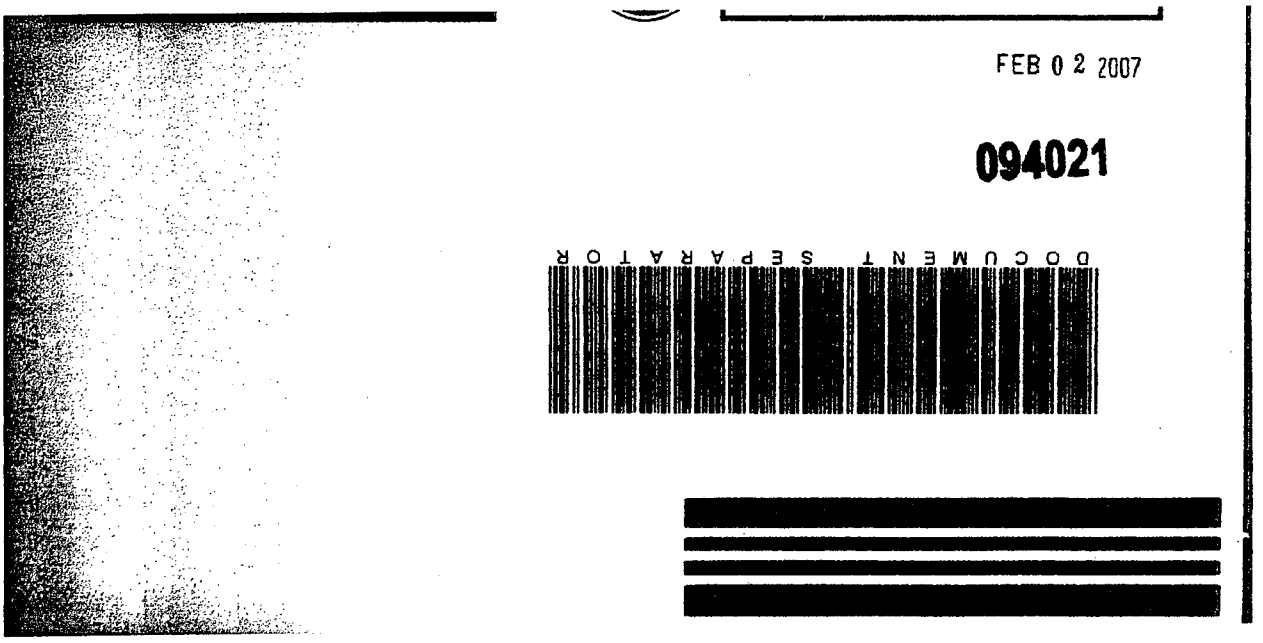
TITLE BRAND INFORMATION

NO TITLE BRANDS EXIST FOR THIS TITLE

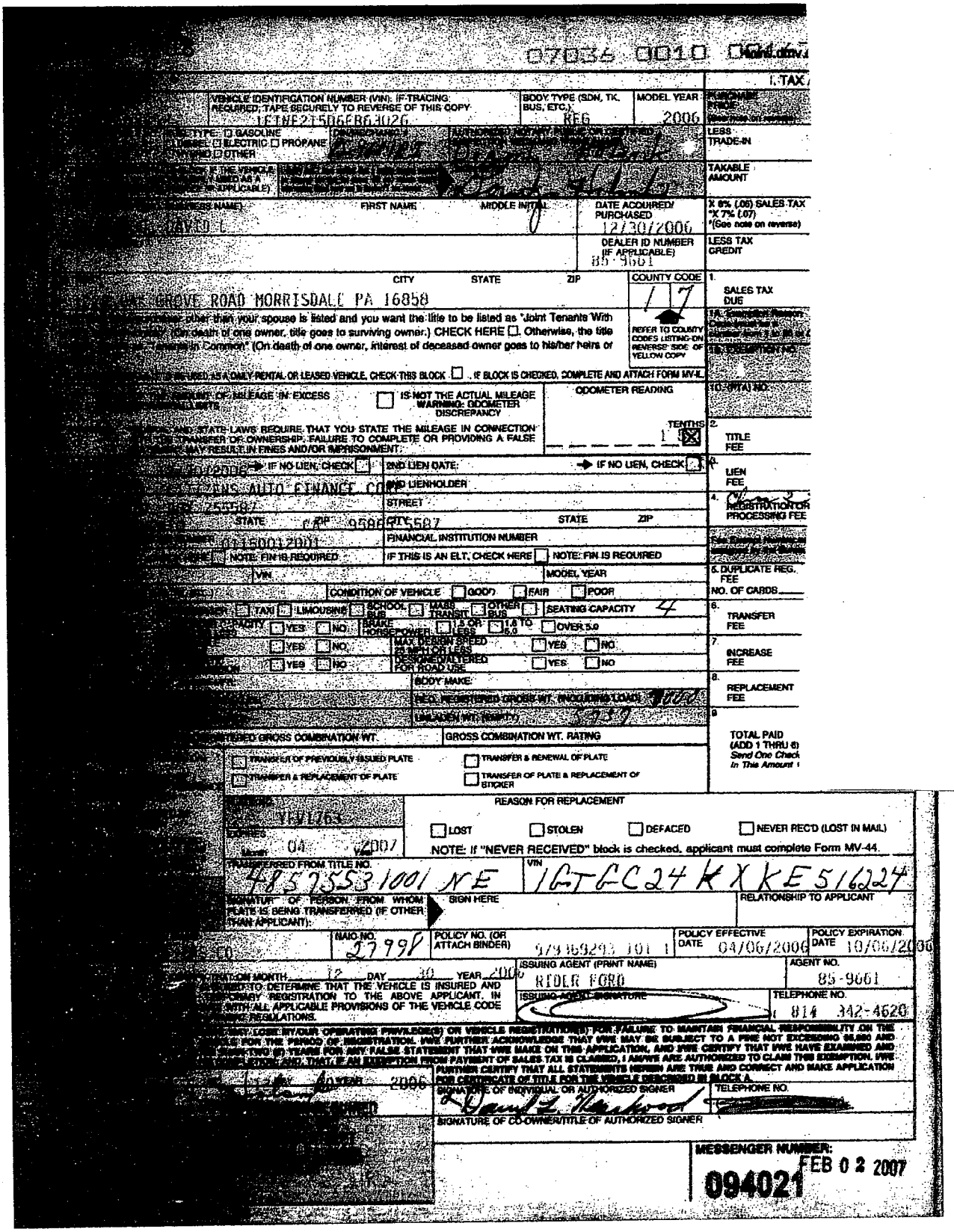
ADDRESS CORRESPONDENCE TO:
DEPARTMENT OF TRANSPORTATION
VEHICLE RECORD SERVICES
PO BOX 68691
HARRISBURG, PA 17106-8691

INFORMATION: (8:00 AM TO 6:00 PM)
IN STATE 1-800-932-4600
OUT-OF-STATE 717-412-5300
TDD IN STATE 1-800-228-0676
TDD OUT-OF-STATE 717-412-5380
WWW.DOT.STATE.PA.US

S-1.9



S-1.10



07036 0010

VEHICLE IDENTIFICATION NUMBER (VIN): IF TRACING REQUIRED, TAPE SECURELY TO REVERSE OF THIS COPY
1FTWE21506EB63026

BODY TYPE (SDN, TK, BUS, ETC.): REG

MODEL YEAR: 2006

TYPE: ☐ GASOLINE ☐ ELECTRIC ☐ PROPANE ☐ OTHER

LESS TRADE-IN

TAKABLE AMOUNT

X 6% (.06) SALES TAX
*X 7% (.07)
*(See note on reverse)

LESS TAX CREDIT

1. SALES TAX DUE

1A. [illegible]

1B. [illegible]

10. PTA NO.

2. TITLE FEE

3. LIEN FEE

4. REGISTRATION/TITLE PROCESSING FEE

5. DUPLICATE REG. FEE
NO. OF CARDS

6. TRANSFER FEE

7. INCREASE FEE

8. REPLACEMENT FEE

9. TOTAL PAID (ADD 1 THRU 8)
Send One Check In The Amount

LAST NAME: DAVIS L

FIRST NAME:

MIDDLE INITIAL: J

DATE ACQUIRED/ PURCHASED: 12/30/2006

DEALER ID NUMBER (IF APPLICABLE): 85 9661

CITY: MORRISDALE

STATE: PA

ZIP: 16858

COUNTY CODE: 17

REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF YELLOW COPY

IF OTHER THAN YOUR SPOUSE IS LISTED AND YOU WANT THE TITLE TO BE LISTED AS "JOINT TENANTS WITH (On death of one owner, title goes to surviving owner.) CHECK HERE ☐. Otherwise, the title ... "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or

IF USED AS A ONLY RENTAL OR LEASED VEHICLE, CHECK THIS BLOCK ☐. IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-4L

ODOMETER READING: 1 [X] TENTHS

☐ IS NOT THE ACTUAL MILEAGE WARNING: ODOMETER DISCREPANCY

...AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION ... TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE ... MAY RESULT IN FINES AND/OR IMPRISONMENT.

...2006 IF NO LIEN, CHECK ☐ | 2ND LIEN DATE: | IF NO LIEN, CHECK ☐

...NS AUTO FINANCE CORP | 2ND LIENHOLDER

...25558/ | STREET

STATE ... ZIP 9586... | CITY 587 | STATE | ZIP

...0150012001 | FINANCIAL INSTITUTION NUMBER

... NOTE: FIN IS REQUIRED | IF THIS IS AN ELT, CHECK HERE ☐ NOTE: FIN IS REQUIRED

VIN | MODEL YEAR

CONDITION OF VEHICLE: ☐ GOOD ☐ FAIR ☐ POOR

... ☐ TAXI ☐ LIMOUSINE ☐ SCHOOL BUS ☐ MASS TRANSIT ☐ OTHER BUS ☐ | SEATING CAPACITY 4

... ☐ YES ☐ NO | BRAKE HORSEPOWER: ☐ LESS ☐ 3 OR ☐ 1.6 TO ☐ OVER 5.0

... ☐ YES ☐ NO | MAX DESIGN SPEED 25 MPH OR LESS ☐ YES ☐ NO

... ☐ YES ☐ NO | DESIGNED/ALTERED FOR ROAD USE ☐ YES ☐ NO

BODY MAKE:

REG. REGISTERED GROSS WT. INCLUDING LOAD: 7000

UNLADEN WT. (Empty): 4959

...ISED GROSS COMBINATION WT. | GROSS COMBINATION WT. RATING

☐ TRANSFER OF PREVIOUSLY ISSUED PLATE ☐ TRANSFER & RENEWAL OF PLATE

☐ TRANSFER & REPLACEMENT OF PLATE ☐ TRANSFER OF PLATE & REPLACEMENT OF STICKER

... YHL763 | REASON FOR REPLACEMENT

EXPIRES: Month 04 Year 2007 | ☐ LOST ☐ STOLEN ☐ DEFACED ☐ NEVER REC'D (LOST IN MAIL)

NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44.

TRANSFERRED FROM TITLE NO.: 48735531001 NE | VIN: 1GTEC24KXKE516227

SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT): SIGN HERE | RELATIONSHIP TO APPLICANT

... | NAIC NO. 23990 | POLICY NO. (OR ATTACH BINDER) 979869293 101 1 | POLICY EFFECTIVE DATE 04/06/2006 | POLICY EXPIRATION DATE 10/06/2006

...ATION MONTH 12 DAY 30 YEAR 2006 | ISSUING AGENT (PRINT NAME): RIDER FORD | AGENT NO. 85-9061

...TO DETERMINE THAT THE VEHICLE IS INSURED AND ...NSHIP REGISTRATION TO THE ABOVE APPLICANT, IN ... WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE ... REGULATIONS. | ISSUING AGENT SIGNATURE | TELEPHONE NO. (814) 342-4620

...LOSE MY/OUR OPERATING PRIVILEGE(S) OR VEHICLE REGISTRATION(S) FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY ON THE ... FOR THE PERIOD OF REGISTRATION. I/WE FURTHER ACKNOWLEDGE THAT I/WE MAY BE SUBJECT TO A FINE NOT EXCEEDING $5,000 AND ... (TWO (2) YEARS FOR ANY FALSE STATEMENT THAT I/WE MAKE ON THIS APPLICATION, AND I/WE CERTIFY THAT I/WE HAVE EXAMINED AND ... AND THAT IF AN EXEMPTION FROM PAYMENT OF SALES TAX IS CLAIMED, I AM/WE ARE AUTHORIZED TO CLAIM THIS EXEMPTION. I/WE FURTHER CERTIFY THAT ALL STATEMENTS HEREIN ARE TRUE AND CORRECT AND MAKE APPLICATION FOR CERTIFICATE OF TITLE FOR THE VEHICLE DESCRIBED IN BLOCK A.

...Y ... 2006 | SIGNATURE OF INDIVIDUAL OR AUTHORIZED SIGNER: David L Hawkwood | TELEPHONE NO. [redacted]

SIGNATURE OF CO-OWNER/TITLE OF AUTHORIZED SIGNER

MESSENGER NUMBER: 094021

FEB 02 2007

$-1.11

No. 257208

MV-1 (R-04)

I. TAX

VEHICLE IDENTIFICATION NUMBER (VIN). IF TRACING REQUIRED, TAPE SECURELY TO REVERSE OF THIS COPY	BODY TYPE (SDN, TK, BUS, ETC.)	MODEL YEAR	PURCHASE PRICE (See note on reverse)
1FTNE215OGFB30726	PICK	2006	

GROSS VEHICLE WT. RATING: 7000 | FUEL TYPE: ☐ GASOLINE ☐ DIESEL ☐ ELECTRIC ☐ PROPANE ☐ HYBRID ☐ OTHER | DIN/MECHANIC # PS-9661RI | AUTHORIZED NOTARY PUBLIC OR CERTIFIED INSPECTION MECHANIC (PRINT NAME) Dean Hallenbeck | LESS TRADE-IN

CHECK THE APPROPRIATE BLOCK IF THE VEHICLE IS OR HAS BEEN USED AS A TAXI, LIMO, POLICE VEHICLE (IF APPLICABLE) | I certify that I have verified that a traffic tracing stamp is affixed and that the above vehicle and vehicle weight information listed here and in Section F are correct. | SIGNATURE: Dean Hallenbeck | TAXABLE AMOUNT

LAST NAME (OR FULL BUSINESS NAME)	FIRST NAME	MIDDLE INITIAL	DATE ACQUIRED/ PURCHASED	X 6% (.06) SALES TA *X 7% (.07) *(See note on reverse
HEADWOOD	DAVID	L	12/30/2006	
CO-PURCHASER			DEALER ID NUMBER (IF APPLICABLE)	LESS TAX CREDIT

STREET	CITY	STATE	ZIP	COUNTY CODE
1220 OAK GROVE ROAD	MORRISDALE	PA	16858	17

NOTE: If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE ☐. Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate.)

REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF YELLOW COPY

1. SALES TAX DUE

1A. Exemption Reason Code: (must be a number from 1 to 26 o

1B. EXEMPTION NO.

NOTE: IF THIS VEHICLE IS TO BE USED AS A DAILY RENTAL OR LEASED VEHICLE, CHECK THIS BLOCK ☐ IF BLOCK IS CHECKED COMPLETE AND ATTACH FORM MV-8.

☐ REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF MECHANICAL LIMITS ☐ IS NOT THE ACTUAL MILEAGE WARNING: ODOMETER DISCREPANCY

ODOMETER READING: _____ TENTHS ☒

WARNING: FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

1C. (PTA) NO.

2. TITLE FEE

1ST LIEN DATE: 12/30/2006 → IF NO LIEN, CHECK ☐	2ND LIEN DATE. → IF NO LIEN, CHECK ☐	3. LIEN FEE
1ST LIENHOLDER: CITIZENS AUTO FINANCE CO	2ND LIENHOLDER	
STREET: P O BOX 26568	STREET	4. REGISTRATION OR PROCESSING FEE
CITY: SACRAMENTO STATE: CA ZIP: 95826	CITY: 687 STATE ZIP	
FINANCIAL INSTITUTION NUMBER: 011500120D1	FINANCIAL INSTITUTION NUMBER	Fee Exempt Number as assigned by the Bureau
IF THIS IS AN ELT, CHECK HERE ☐ NOTE: FIN IS REQUIRED	IF THIS IS AN ELT, CHECK HERE ☐ NOTE: FIN IS REQUIRED	

VIN	MODEL YEAR	5. DUPLICATE REG. FEE NO. OF CARDS

(BUS, TK, ETC.)	CONDITION OF VEHICLE ☐ GOOD ☐ FAIR ☐ POOR	
☐ TRANSIT ☐ TAXI ☐ LIMOUSINE ☐ SCHOOL BUS ☐ MASS TRANSIT ☐ OTHER BUS ☐	SEATING CAPACITY 4	6. TRANSFER FEE
CYLINDER CAPACITY 2500 CC OR LESS ☐ YES ☐ NO	BRAKE HORSEPOWER ☐ 1.5 OR LESS ☐ 1.6 TO 5.0 ☐ OVER 5.0	
☐ YES ☐ NO	MAX DESIGN SPEED 25 MPH OR LESS ☐ YES ☐ NO	7. INCREASE FEE
AUTOMATIC TRANSMISSION ☐ YES ☐ NO	DESIGNED/ALTERED FOR ROAD USE ☐ YES ☐ NO	
MFR:	BODY MAKE:	8. REPLACEMENT FEE
MILES:	REG. REGISTERED GROSS WT. (INCLUDING LOAD) 7000	
	UNLADEN WT. (EMPTY) 5739	9. TOTAL PAID (ADD 1 THRU 8) Send One Check In This Amount →
REGISTERED GROSS COMBINATION WT	GROSS COMBINATION WT. RATING	

Check One: ☐ TRANSFER OF PREVIOUSLY ISSUED PLATE ☐ TRANSFER & RENEWAL OF PLATE ☐ TRANSFER & REPLACEMENT OF PLATE ☐ TRANSFER OF PLATE & REPLACEMENT OF STICKER

PLATE NO.	REASON FOR REPLACEMENT
YFVL763	☐ LOST ☐ STOLEN ☐ DEFACED ☐ NEVER REC'D (LOST IN MAIL)
EXPIRES Month 04 Year 2007	NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44

TRANSFERRED FROM TITLE NO.: 48575531001 NE | VIN: 1GTEC24KXKE516224

SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT): SIGN HERE | RELATIONSHIP TO APPLICANT

INSURANCE COMPANY NAME	NAIC NO.	POLICY NO. (OR ATTACH BINDER)	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
PROGRESSIVE INS CO	24198	[illegible]	[illegible]	[illegible]

I CERTIFY THAT ON MONTH ____ DAY ____ YEAR 2007 VIN CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS.

ISSUING AGENT (PRINT NAME): KIRK LONG | AGENT NO.: 55 5001

ISSUING AGENT SIGNATURE | TELEPHONE NO.: 814 [illegible]-4620

I UNDERSTAND THAT I/WE MAY LOSE MY/OUR OPERATING PRIVILEGE(S) OR VEHICLE REGISTRATION(S) FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY ON THE [illegible] VEHICLE FOR THE PERIOD OF REGISTRATION. I/WE FURTHER ACKNOWLEDGE THAT I/WE MAY BE SUBJECT TO A FINE NOT EXCEEDING $5,000 AND [illegible] NOT MORE THAN TWO (2) YEARS FOR ANY FALSE STATEMENT THAT I/WE MAKE ON THIS APPLICATION, AND I/WE CERTIFY THAT I/WE HAVE EXAMINED AND [illegible] AFTER ITS COMPLETION; AND, THAT, IF AN EXEMPTION FROM PAYMENT OF SALES TAX IS CLAIMED, I AM/WE ARE AUTHORIZED TO CLAIM THIS EXEMPTION. I/WE FURTHER CERTIFY THAT ALL STATEMENTS HEREIN ARE TRUE AND CORRECT AND MAKE APPLICATION FOR CERTIFICATE OF TITLE FOR THE VEHICLE DESCRIBED IN BLOCK A.

SIGNATURE OF INDIVIDUAL OR AUTHORIZED SIGNER: David L Headwood | TELEPHONE NO.

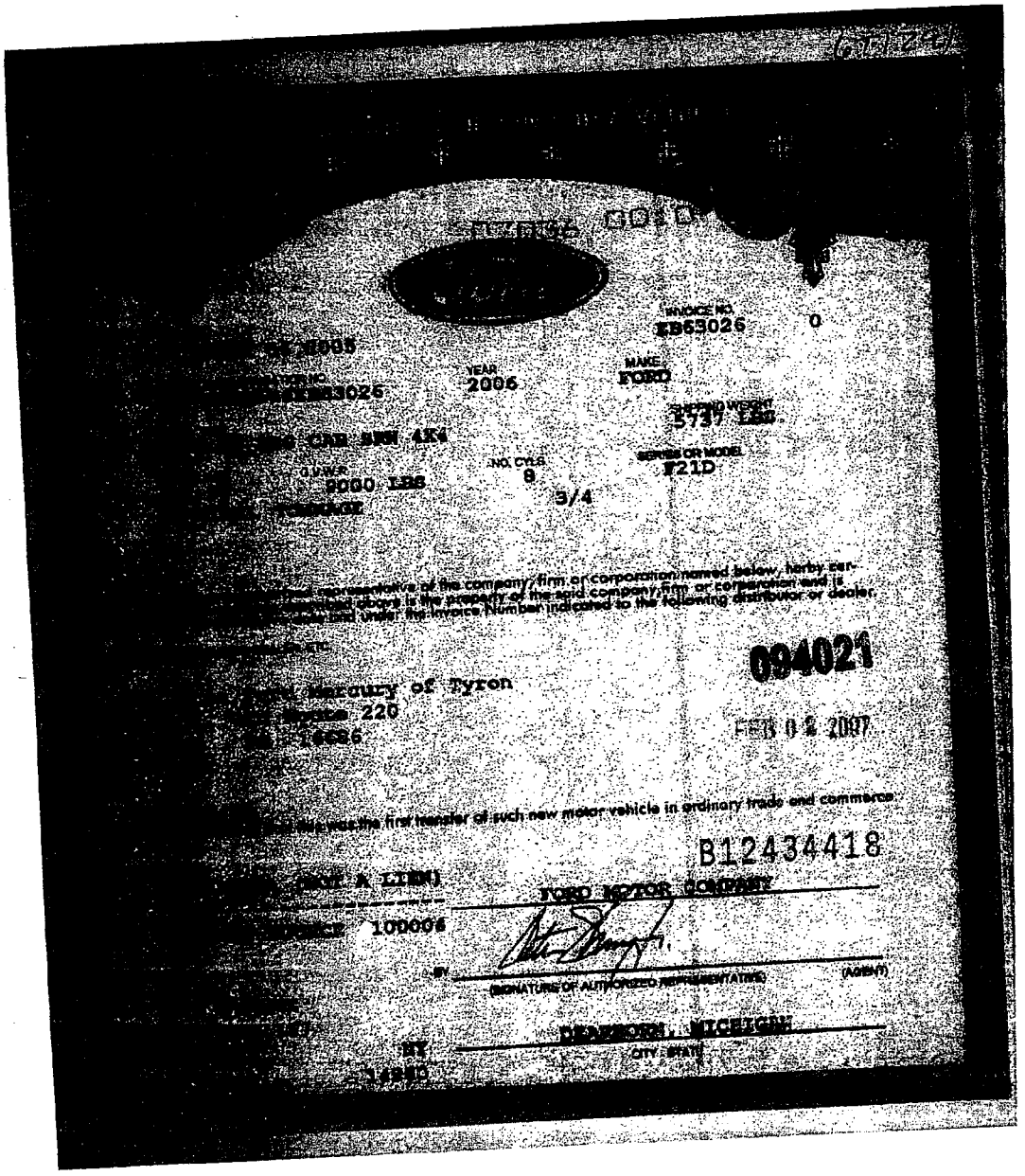
SIGNATURE OF CO-OWNER/TITLE OF AUTHORIZED SIGNER

[illegible] REQUIRED [illegible] INC. [illegible] STREET [illegible] AUTOMOBILE

MESSENGER NUMBER: 094021

FEB 02 2007

S-1.12



INVOICE NO. EB63026 0

YEAR 2006

MAKE FORD

SERIES OR MODEL F21D

094021

FEB 0 2 2007

B12434418

FORD MOTOR COMPANY

DEARBORN, MICHIGAN

CITY, STATE

$-1-13

THIS DOCUMENT CONTAINS INVISIBLE FLOURESCENT FIBERS

Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle.
FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1

NAME OF PURCHASER(S) Rider Ford Inc
ADDRESS 1001 Walton St. Philipsburg PA 16866
I certify to the best of my knowledge that the odometer reading is _____ No Tenths
DEALER TRI-STAR (NAME OF DEALERSHIP) Christine M. Riley (DEALER'S LICENSE NUMBER)
Tri-Star Ford Mercury Lincoln
85-9701
BY: _____
Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this 30 day of Jan 20 26
Notary Public
State of PA
County of Blair
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 2

NAME OF PURCHASER(S) DAVID L NEARHOOD
ADDRESS 1223 OAK GROVE ROAD MORRISDALE PA 16858
I certify to the best of my knowledge that the odometer reading is 85-9701 No Tenths
DEALER TRI-STAR (NAME OF DEALERSHIP) (DEALER'S LICENSE NUMBER)
Tri-Star Ford Mercury Lincoln
85-9651 FI
BY: _____
Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this 30 day of Jan 20 26
Notary Public
State of PA
County of Clfd
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
NO NOTARIZATION REQUIRED
1001 WALTON STREET
PHILIPSBURG, PA 16866
85-9651 FI

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 3

NAME OF PURCHASER(S) _____
ADDRESS _____
I certify to the best of my knowledge that the odometer reading is _____ No Tenths
DEALER _____ (NAME OF DEALERSHIP) _____ (DEALER'S LICENSE NUMBER)
BY: _____
Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20 ___
Notary Public
State of _____
County of _____
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

DISTRIBUTION-DEALER ASSIGNMENT NUMBER 4

NAME OF PURCHASER(S) _____
ADDRESS _____
I certify to the best of my knowledge that the odometer reading is _____ No Tenths
DEALER _____ (NAME OF DEALERSHIP) _____ (DEALER'S LICENSE NUMBER)
BY: _____
Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20 ___
Notary Public
State of _____
County of _____
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

ODOMETER DISCLOSURE FOR RETAIL SALE

Federal Law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment
I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ No Tenths ☐ The mileage stated is in excess of its mechanical limits ☐ The odometer reading is not the actual mileage
WARNING ODOMETER DISCREPANCY
Signature(s) of Seller(s) _____ Date of Statement _____ Date of Sale _____
Printed Name(s) of Seller(s) _____ Dealer's No _____
Signature(s) of Purchaser(s) David L Nearhood
Printed Name(s) of Purchaser(s) David L Nearhood
Company Name (If Applicable) _____
Address of Purchaser(s) _____
Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this 30 day of Jan 20 26
Notary Public
State of PA
County of Clfd
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
NO NOTARIZATION REQUIRED
RIDER FORD, INC.
1001 WALTON STREET
PHILIPSBURG, PA 16866
85-9661 RI

LIENHOLDER

1st lien in favor of CITIZENS AUTO FINANCE
whose address is PO Box 255287 SACRAMENTO CA 95865-5547
2nd lien in favor of _____
whose address is _____

HOLD DOCUMENT UNDER BLACKLIGHT TO VERIFY AUTHENTICITY

REV 11/02

S-1.14

PENNSYLVANIA FINANCIAL RESPONSIBILITY IDENTIFICATION CARD

NAIC Code	Company:
27998	THE TRAVELERS HOME AND MARINE INSURANCE COMPANY

Agent	Policy Number	Effective Date
0JV083	979369293 101 1	04/06/06

Not valid more than one year from effective date

Year	Make/Model	Vehicle Identification Number
96	ACURA / INTEGRA LS	JH4DB7654T5005507

Agent

CHARLES A JONES INS AGCY
PO BOX 209
PHILIPSBURG PA 16866

Insured

DAVID NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 168588207

TRAVELERS

Rev. 9-00 See Important Notice On Reverse Side

FEB 0 2 2007

094021

$-1.15

Exhibit S-2

Federal Consumer Information Regulations

(Federal Consumer Information Showing Laws and Regulations Requiring Dealer to Give Correct Vehicle Owner's Manual and Other Information to Consumer upon Purchase of Motor Vehicle.)

[Code of Federal Regulations]
[Title 49, Volume 5]
[Revised as of October 1, 2002]
From the U.S. Government Printing Office via GPO Access
[CITE: 49CFR575]

TITLE 49--TRANSPORTATION

OF TRANSPORTATION

PART 575--CONSUMER INFORMATION REGULATIONS

Subpart A--General

Sec.
575.1 Scope.
575.2 Definitions.
575.3 Matter incorporated by reference.
575.4 Application.
575.5 Separability.
575.6 Requirements.
575.7 Special vehicles.

Subpart B--Consumer Information Items

575.101-575.102 [Reserved]
575.103 **Truck**-camper loading.
575.104 Uniform tire quality grading standards.
575.105 Vehicle rollover.

Authority: 49 U.S.C. 322, 30111, 30115, 30117, and 30166; delegation of authority at 49 CFR 1.50.

Subpart A--General

Source: 35 FR 6867, Apr. 30, 1970, unless otherwise noted.

Sec. 575.1 Scope.

This part contains Federal Motor Vehicle Consumer Information Regulations established under section 112(d) of the National Traffic and Motor Vehicle Safety Act of 1966 (15 U.S.C. 1401(d)) (hereinafter ``the Act'').

Sec. 575.2 Definitions.

(a) Statutory definitions. All terms used in this part that are defined in section 102 of the Act are used as defined in the Act.

(b) Motor Vehicle Safety Standard definitions. Unless otherwise indicated, all terms used in this part that are defined in the Motor Vehicle Safety Standards, part 571 of this subchapter (hereinafter ``the Standards''), are used as defined in the Standards without regard to the applicability of a standard in which a definition is contained.

(c) Definitions used in this part.

Owner's manual means the document which contains the manufacturer's comprehensive vehicle operating and maintenance instructions, and which is intended to remain with the vehicle for the life of the vehicle.

Skid number means the frictional resistance measured in accordance with American Society for Testing and Materials Method E-274 at 40 miles per hour, omitting water delivery as specified in paragraph 7.1 of that Method.

[35 FR 6867, Apr. 30, 1970, as amended at 38 FR 5339, Feb. 28, 1973; 48 FR 44081, Sept. 27, 1983; 54 FR 48749, Nov. 27, 1989; 64 FR 27924, May 24, 1999]

J-2.1

Part V. Bureau of Consumer Protection

Notes of Decisions

Failure to provide copies of documents and misleading consumers on quality of vehicles violates this Chapter and Consumer Protection Law.

Northview Motors, Inc. V. Attorney General, 562 A.2d 977 (Pa. Cmwlth. 1989); appeal denied 575 A.2d 570 (Pa. 1990).

Pa Code
37 § 301.4 ¶(10) Failing to forward to the proper Commonwealth agency amounts and forms tendered by a purchaser, such as sales tax and transfer and registration fees, within the time prescibed by law.

Did Citizen's Auto Fin. Corp recieve certificate of title to F-250 VIN _____ beyond 30 with MV (stamped date beyond 30 days).

---

§2 In General A joint venture is an association of persons or corporations who by contract, express or implied, agree to engag. in a common enterprise for their mutual profit. - Emphasis is given to the creation and elements of the relation, as well as, mutual rights, duties, and liabilities of the parties

Encyclopedias

Summary Pa. Jur. 2d Criminal law § 28.2, Duty of

issuing agent who is licensed as a vehicle dealer by the State Board of Vehicle Manufacturers, Dealers and Salespersons, or its employee. The name and identification number and the signature of the issuing agent or wholesale vehicle auction or respective employee shall be written in the space reserved for a notarization or verification. If an issuing agent or wholesale vehicle auction or respective employee falsely verifies a person's signature, the department shall suspend the issuing agent's or wholesale vehicle auction's authority to issue temporary registration plates and cards for not less than 30 days. When verification is used in lieu of notarization, the issuing agent or its employee shall verify a person's identity by using at least one form of government-issued photo identification. A copy of the form of identification used shall be maintained by the issuing agent for a period of three years from the date of the verification.

(h) Penalties.—Any person who falsely verifies a signature under subsection (g.1) or a vehicle identification number under subsection (e)(2) or who verifies a vehicle identification number without being authorized as provided in subsection (e)(2) commits a summary offense punishable by a fine of $300.

1990, July 10, P.L. 356, No. 83, § 2, imd. effective. Amended 1994, Dec. 7, P.L. 820, No. 115, § 2, effective in 60 days; 1998, Dec. 21, P.L. 1126, No. 151, § 2, effective in 60 days; 2002, Dec. 9, P.L. 1278, No. 152, § 2, effective in 60 days; 2004, Nov. 30, P.L. 1474, No. 188, § 3, effective in 180 days [May 31, 2005]; 2005, July 14, P.L. 285, No. 50, § 2, effective in 60 days [Sept. 12, 2005].

Historical and Statutory Notes

Act 1994–115 legislation

The 1994 amendment added subsec. (d.1).

Act 1998–151 legislation

Act 1998–151 added subsec. (g.1) and, in subsec. (h), inserted the reference to a signature under subsec. (g.1).

Act 2002–152 legislation

Act 2002–152, § 2, in subsec. (g), substituted ", reconstructed or modified" for "or reconstructed" in three instances, and in subsec. (g.1) added the last two sentences.

Act 2004–188 legislation

Act 2004–188, § 3, in subsec. (a) added the second sentence.

Act 2005–50 legislation

Act 2005–50, § 2, rewrote subsec. (g.1), which prior thereto read:

"(g.1) Verification.—In lieu of notarization of any document required to be submitted with the application for certificate of title, the department shall accept the verification of a person's signature by an issuing agent, who is licensed as a vehicle dealer by the State Board of Vehicle Manufacturers, Dealers and Salespersons, or its employee. The issuing agent's name and identification number and the signature of the issuing agent or its employee shall be written in the space reserved for a notarization or verification. If an issuing agent or its employee falsely verifies a person's signature, the department shall suspend the issuing agent' s authority to issue temporary registration plates and cards for not less than 30 days. When verification is used in lieu of notarization, the issuing agent or its employee shall verify a person's identity by using at least one form of government-issued photo identification. A copy of the form of identification used shall be maintained by

5-2.3

accordance with subsection (d), an additional ten-day period shall be calculated and allotted to the dealer to account for any possible delay of the mail or by the department in timely stamping an application as to the year and day received. No issuing authority or court shall extend this period. An application, or copy thereof certified by the department, which displays the stamped work identification document number shall be accepted by any issuing authority or court in any proceeding as prima facie evidence of the date that the application was received by the department. If the displayed stamp is not legible, a certification by the department of the date that the application was received shall be accepted by the issuing authority or court as prima facie evidence of that date.

(e) Out-of-State vehicles.—If the application refers to a vehicle last previously titled or registered in another state or country, the following information shall be contained in or accompany the application or be forwarded in support of the application as required by the department:

(1) Any certificate of title issued by the other state or country.

(2) A tracing of the vehicle identification number taken from the official number plate or, where it is impossible to secure a legible tracing, verification that the vehicle identification number of the vehicle has been inspected and found to conform to the description given in the application. The department shall provide by regulation the persons who are authorized to verify vehicle identification numbers under this paragraph.

(3) Any other information and documents the department reasonably requires to establish the ownership of the vehicle and the existence or nonexistence of security interests in the vehicle.

(f) Foreign vehicles owned by military personnel.—If the application refers to a vehicle last previously registered in another country by a person on active duty in the armed forces of the United States, the department may accept a complete form issued by the United States Department of Defense as evidence of ownership.

(g) Specially constructed, reconstructed or modified vehicles.—If the vehicle to be titled is a specially constructed, reconstructed or modified vehicle, that fact shall be stated in the application. The department may promulgate rules and regulations pertaining to the titling of specially constructed, reconstructed or modified vehicles.

(g.1) Verification.—In lieu of notarization of any document required to be submitted with the application for certificate of title, the department shall accept the verification of a person's signature by a wholesale vehicle auction licensed by the State Board of Vehicle Manufacturers, Dealers and Salespersons or its employee, or an

5-2.4

ment and shall contain a full description of the vehicle, the vehicle identification number, odometer reading, date of purchase, the actual or bona fide name and address of the owner, a statement of the title of applicant, together with any other information or documents the department requires to identify the vehicle and to enable the department to determine whether the owner is entitled to a certificate of title, and the description of any security interests in the vehicle. Program participants in the Address Confidentiality Program under 23 Pa.C.S. Ch. 67 (relating to domestic and sexual violence victim address confidentiality) may use a substitute address designated by the Office of Victim Advocate as their address.

(b) Signing and filing of application.—Application for a certificate of title shall be made within 20 days of the sale or transfer of a vehicle or its entry into this Commonwealth from another jurisdiction, whichever is later. The application shall be accompanied by the fee prescribed in this title, and any tax payable by the applicant under the laws of this Commonwealth in connection with the acquisition or use of a vehicle or evidence to show that the tax has been collected. The application shall be signed and verified by oath or affirmation by the applicant if a natural person; in the case of an association or partnership, by a member or a partner; and in the case of a corporation, by an executive officer or some person specifically authorized by the corporation to sign the application.

(c) Manufacturer's Statement of Origin for new vehicles.—If the application refers to a new vehicle, it shall be accompanied by the Manufacturer's Statement of Origin for the vehicle.

(d) Vehicles purchased from dealers.—If the application refers to a vehicle purchased from a dealer, the dealer shall mail or deliver the application to the department within 20 days of the date of purchase. The application shall contain the names and addresses of any lienholders in order of priority and the amounts and the dates of the security agreements and be assigned by the dealer to the owner and signed by the owner. Any dealer violating this subsection is guilty of a summary offense and shall, upon conviction, be sentenced to pay a fine of $50 for each violation. The requirement that the dealer mail or deliver the application to the department does not apply to vehicles purchased by fleet owners or governmental or quasi-governmental agencies.

(d.1) Presumption of receipt and grace period prior to prosecution.—Within one business day of receiving an application referring to a vehicle purchased from a dealer, the department shall stamp the application with a work identification number, which shall include the year and day that the application was received at the department. In determining whether a dealer has submitted an application in

$-2.5

Trailers 3

1. **Nonresident vehicles**

Since sections 1102 and 1303 of this title exempt a vehicle owned by a nonresident of Pennsylvania from registration and Certificate of Title requirements, comity required that, absent a showing that a defendant has not complied with another jurisdiction's registration requirements for reconstructed vehicles, a conviction under section 4943 of this title is not possible. Com. v. Shull, 28 Pa. D. & C.3d 764 (1982). Automobiles ⇐ 326

2. **Reciprocity**

As respects registration of a motor vehicle and a certificate of title, a resident of Pennsylvania cannot acquire the rights of a nonresident under a reciprocity agreement by maintaining a place of business in another state although the maintenance of such business may make him a "resident" of the other state within the meaning of its laws. Com. v. Stotler, 2 Adams L.J. 207, 25 Pa. D. & C.2d 434 (1962). Automobiles ⇐ 36

3. **Trailers**

That trailer had recently been built by firm for sale and had since been sold, but no certificate of title had been obtained for trailer, since an attempt to secure one had been unsuccessful because department of revenue refused to issue it until trailer was sold, was insufficient to justify a conviction for violation of provision of 75 P.S. § 201 (repealed) requiring obtaining of certificates of title for trailers but exempting dealers as to trailers not yet sold. Com. v. Woy, 61 Pa. D. & C. 62 (1948).

Fact that a semi-trailer owned by a Pennsylvania resident was leased to a Maryland corporation, and was primarily kept in Maryland, did not alter the rules, requiring registration and a certificate of title. Com. v. Stotler, 2 Adams L.J. 207, 25 Pa. D. & C.2d 434 (1962). Automobiles ⇐ 36

4. **Demonstrator or dealer cars**

Automobile that buyer purchased from dealership was a "new motor vehicle" under Automobile Lemon Law, though automobile had 9,628 miles on it when it was purchased, as it constituted a "demonstrator or dealer car;" automobile had never been titled, before automobile was sold it was used as the personal vehicle of dealership's owner and wife, and automobile qualified as a new motor vehicle under the Vehicle Code and the New Motor Vehicle Damage Disclosure Act. Meyers v. Volvo Cars of North America, Inc., 852 A.2d 1221, Super.2004, appeal denied 872 A.2d 1200, 582 Pa. 718. Consumer Protection ⇐ 9

§ 1103. Repealed by 1990, June 30, P.L. 266, No. 63, § 1, imd. effective

Historical and Statutory Notes

The repealed section, relating to applications for certificates of title, was derived from:

1923, May 24, P.L. 425, §§ 2, 17.
1925, April 27, P.L. 286.
1927, May 11, P.L. 886, art. II, § 202.
1929, May 1, P.L. 905, art. II, § 202 (75 P.S. § 32).
1931, June 22, P.L. 751, § 2.
1937, June 29, P.L. 2329, § 1.
1949, May 18, P.L. 1412, § 2.
1953, July 29, P.L. 1031, § 1.
1953, Aug. 19, P.L. 1084, § 1.
1959, April 29, P.L. 58, § 202 (75 P.S. § 202).
1967, Aug. 18, P.L. 242, § 1.
1976, June 17, P.L. 162, No. 81, § 1 (75 Pa.C.S.A. § 1103).
1983, June 14, P.L. 16, No. 8, § 1.
1984, July 10, P.L. 679, No. 146, § 2.
1990, Feb. 2, P.L. 1, No. 1, § 1.
1990, May 30, P.L. 173, No. 42, § 2.

See now, 75 Pa.C.S.A. § 1103.1.

§ 1103.1. Application for certificate of title

(a) **Contents of application.**—Application for a certificate of title shall be made upon a form prescribed and furnished by the depart-

S-2.6

ment of one's right of property, while, in the later, the infringement is the result of an act which is not wrongful in itself, but only in the consequences which may flow from it." *Id.*, 651.

While nuisance is distinguishable from negligence, we find that the distinction does not support appellant's right to pursue a negligence action in this case.

[4] ¶ 21 Presently, the exact same facts support both appellant's nuisance and negligence claims. Appellant ignores the fact that appellees' operation of their poultry farm is an infringement upon the use of appellant's property which "is not wrongful in itself, but only in the consequences which may flow from its[,]" and, thus, is properly a nuisance claim. *Kramer*, 19 A.2d at 363. Since appellant's negligence claim is really a nuisance claim, we find it is time-barred by operation of 3 P.S. § 954, as previously discussed.

¶ 22 Order granting summary judgment is affirmed.



COMMONWEALTH of Pennsylvania, Appellee,

v.

Thomas MYERS, Appellant.

Superior Court of Pennsylvania.

Submitted Jan. 12, 1999.

Filed March 1, 1999.

Defendant was convicted in the Court of Common Pleas, Philadelphia County, Criminal, Nos. 9703-3741, 97-008280, Jaffe, J., of knowing and intentional possession of cocaine. Defendant appealed. The Commonwealth Court, No. 68 Philadelphia 1998, Montemuro, J., sitting by assignment, held that: (1) observation of defendant entering house that was under surveillance for drug activity was sufficient to establish reasonable suspicion justifying investigatory stop, but not probable cause to arrest, and (2) frisk that followed stop was not justified.

Reversed.

1. **Criminal Law ⇐1158(4)**

When reviewing an order denying a motion to suppress evidence, reviewing court must determine whether the record supports the factual findings, inferences and legal conclusions of the trial court.

2. **Criminal Law ⇐1144.12**

When reviewing an order denying a motion to suppress evidence, reviewing court may only consider evidence of the Commonwealth's witnesses and so much of the evidence presented by the defendant which remains uncontradicted when fairly reading the record as a whole.

3. **Criminal Law ⇐394.6(5)**

Where defendant alleged that stop and frisk were both unlawful, reviewing court had to examine the investigating officer's actions at two levels of inquiry: the legality of the stop, and the propriety of the officer's actions subsequent to the stop.

4. **Arrest ⇐63.4(2)**

Probable cause justifying a warrantless arrest is determined by the totality of the circumstances.

5. **Arrest ⇐63.4(2)**

Where the facts and circumstances within a police officer's knowledge would warrant a person of reasonable caution to believe that an offense has been committed, probable cause to arrest typically exists.

6. **Arrest ⇐63.4(3)**

More than a mere suspicion or a good faith belief on the part of the police officer is required for probable cause to arrest.

7. **Arrest ⇐63.4(15, 16)**

That defendant entered house that was under surveillance for drug activity and was seen leaving approximately two minutes later, possibly with something in his hand, was insufficient to establish probable cause to arrest.

-2.7

Exhibit S-3

Investigative and Enforcement Procedures

(TSA Investigative and Enforcement Procedures Showing Legal Provisions Applicable to Motor Vehicles and Dealers .)

[Code of Federal Regulations]
[Title 49, Volume 7]
[Revised as of October 1, 2002]
From the U.S. Government Printing Office via GPO Access
[CITE: 49CFR1503]

[Page 246-272]

TITLE 49--TRANSPORTATION

CHAPTER XII--TRANSPORTATION SECURITY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION

PART 1503--INVESTIGATIVE AND ENFORCEMENT PROCEDURES

Subpart A--Investigative Procedures

Sec.
1503.1 Reports of violations.
1503.3 Investigations (general).
1503.5 Formal complaints.
1503.7 Records, documents and reports.

Subpart B--Administrative Actions

1503.11 Administrative disposition of certain violations.

Subpart C--Legal Enforcement Actions

1503.12 Request for portions of the enforcement investigative report (EIR).
1503.13 Consent orders.
1503.15 Civil penalties: Civil penalties involving an amount in controversy in excess of $50,000, an in rem action, or injunctive relief.
1503.16 Civil penalties: Civil penalties involving an amount in controversy not exceeding $50,000.
1503.17 [Reserved]
1503.19-1503.20 [Reserved]
1503.21 Military personnel.
1503.23 [Reserved]
1503.25 Injunctions.
1503.27 [Reserved]
1503.29 Civil penalties: Streamlined enforcement procedures for certain security violations.

Subparts D-F [Reserved]

Subpart G--Rules of Practice in Transportation Security Administration (TSA) Civil Penalty Actions

1503.201 Applicability.
1503.202 Definitions.
1503.203 Separation of functions.
1503.204 Appearances and rights of parties.
1503.205 Administrative law judges.
1503.206 Intervention.
1503.207 Certification of documents.
1503.208 Complaint.
1503.209 Answer.
1503.210 Filing of documents.
1503.211 Service of documents.
1503.212 Computation of time.
1503.213 Extension of time.
1503.214 Amendment of pleadings.
1503.215 Withdrawal of complaint or request for hearing.
1503.216 Waivers.

1503.217 Joint procedural or discovery schedule.
1503.218 Motions.
1503.219 Interlocutory appeals.
1503.220 Discovery.
1503.221 Notice of hearing.
1503.222 Evidence.
1503.223 Standard of proof.
1503.224 Burden of proof.
1503.225 Offer of proof.
1503.226 Public disclosure of evidence.
1503.227 Expert or opinion witnesses.
1503.228 Subpoenas.
1503.229 Witness fees.
1503.230 Record.
1503.231 Argument before the administrative law judge.
1503.232 Initial decision.
1503.233 Appeal from initial decision.
1503.234 Petition to reconsider or modify a final decision and order the TSA decision maker on appeal.
1503.235 Judicial review of a final order.

Subpart H--Civil Monetary Penalty Inflation Adjustment

1503.301 Scope and purpose.
1503.303 Definitions.
1503.305 Cost of living adjustments of civil monetary penalties.

Authority: 18 U.S.C. 6002; 28 U.S.C. 2461 (note); 49 U.S.C. 114, 40113-40114, 40119, 44901-44907, 46101-46107, 46109-46110, 46301, 463 46311, 46313-46314.

Source: 67 FR 51483, Aug. 8, 2002, unless otherwise noted.

Subpart A--Investigative Procedures

* * * * * * NO SUMMARY FOUND -- VIEW "TEXT" TO SEE COMPLETE FILE * *

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Jan. 20, 2009, a copy of the attached **Notice of and Supplemental Evidentiary Exhibits No. 1**, by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Jan. 20, 2009 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

VERIFICATION

I, _____, in the Title-Capacity of (please print) _____ for the Defendant Citizen's Auto Finance Corp., under penalties of perjury and subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, verify that the foregoing Responses are true and correct to the best of my knowledge, information and belief.

Dated: _____ by _____
Signature / Title - Capacity for Defendant

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Feb. 17, 2009, a copy of the attached PLAINTIFF'S REQUEST FOR ADMISSIONS NO. 2 TO DEFENDANT CITIZEN'S AUTO FINANCE CORP. by depositing a true and correct copy in the U.S. Mail to:

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

with a copy to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Respectfully submitted,

Dated: Feb. 17, 2009 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

FILED ucc
01:10:52 Pltf
FEB 17 2009
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	: JUDICIAL NOTICE
Defendants	**:**

NOTICE OF CORRECTION OF RECORD AND AMENDMENT OF PLAINTIFF'S NOTICE OF RESCISSION AND REVOCATION OF ACCEPTANCE OF CONTRACT – RIDER FORD, INC. - SERVED JUNE 6, 2007

DUE TO INADVERTANT CLERICAL ERROR AND MISTAKE

COMES NOW the Plaintiff in this action, David L. Nearhood, and hereby gives judicial notice to this Honorable Court, to Rider Ford, Inc., and to all other parties in this case, and any other party of interest, that he made inadvertent clerical errors by mistake from what he intended in his previous **NOTICE OF RESCISSION AND REVOCATION OF ACCEPTANCE OF CONTRACT – RIDER FORD, INC.,** Notice served on June 6, 2007, by Certified Mail, Return Receipt Requested, Mail Receipt No. 7099 3220 0007 8474 4134, to the Defendant Rider Ford, Inc., when the Notice and letter as shown in Plaintiff's **Notice of and Supplemental Evidentiary Exhibits No. 3 – Exhibit S-6**, herein, and as described above, was prepared, and Plaintiff hereby wishes to correct and clarify for the Court record and amend the Notice of Rescission as a matter of course by giving this Notice of Correction so as to avoid any potential misunderstandings or

possible misconstruing of his meaning or intent.

1. Plaintiff herein gives Judicial Notice of his Notice of Rescission and Revocation of Acceptance of Contract – Rider Ford, Inc., Notice served on June 6, 2007 to the Defendant Rider Ford, Inc., whereby Plaintiff now hereby amends the words for Paragraph 1 at Lines 2-3 from the top of page therein, "retail installment contract, "finance agreement"" to read the words "Buyer's Order, "Contract"" due to inadvertent error. Plaintiff also had an inadvertent clerical error at Paragraph 1, Line 1 from the top of page where he misspelled the word for "rescission" as "recission". The words are hereby now corrected and amended by Plaintiff so that the sentence should now correctly read for Paragraph 1 at Lines 1-6 from the top of page therein as follows: "***This letter is a notice of rescission and revocation of acceptance of your Buyer's Order, "Contract", per 13 Pa.C.S. Section 2601, 2602 and UCC Section 2-602(2)(b), due to fraud, concealment and failure to perform your contract obligations***".
2. Plaintiff also herein gives Judicial Notice of his Notice of Rescission and Revocation of Acceptance of Contract – Rider Ford, Inc., Notice served on June 6, 2007 to the Defendant Rider Ford, Inc., whereby Plaintiff now hereby amends the words for Paragraph 2 at Lines 9-10 from the top of page therein, "the return of your vehicle" to read the words "a satisfactory agreement of settlement or declaratory judgment" due to inadvertent error. The sentence should now correctly read for Paragraph 2 at Lines 7-11 from the top of page therein as follows: "***It is therefore and hereby declared under terms that the vehicle shall be returned at no extra charge due to me upon a satisfactory agreement of settlement or declaratory judgment since the contract is null and void, ab initio***".

3. Plaintiff also hereby gives Judicial Notice and notes that in the Notice of Rescission and Revocation of Acceptance of Contract – Rider Ford, Inc., Plaintiff also had an inadvertent clerical error at Paragraph 3, Line 16 from the top of page where he misspelled the word for "provisions" as "prevision". The word is hereby now corrected and amended by Plaintiff so that the sentence at Paragraph 3, Lines 15-18 should now correctly read as follows: "***I am hereby reserving all my legal rights on these issues under the provisions of UCC Section 1-207 without prejudice and non assumpsit***".

Respectfully submitted,

Dated: Feb. 17, 2009 by David L. Nearhood
David L. Nearhood
Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **NOTICE OF CORRECTION OF RECORD AND AMENDMENT OF PLAINTIFF'S NOTICE OF RESCISSION AND REVOCATION OF ACCEPTANCE OF CONTRACT – RIDER FORD, INC. - SERVED JUNE 6, 2007, DUE TO INADVERTANT CLERICAL ERROR AND MISTAKE,** are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Feb. 17, 2009

by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	: JUDICIAL NOTICE
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I caused to be served on Feb. 17, 2009, a copy of the attached **Notice of Correction of Record and Amendment of Plaintiff's Notice of Rescission and Revocation of Acceptance of Contract – Rider Ford, Inc. - Served June 6, 2007, Due to Inadvertent Clerical Error and Mistake,** by depositing a true and correct copy in the U.S. Mail, 1st class postage prepaid, to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Feb. 17, 2009 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

Plaintiff

FILED

FEB 27 2009
0 19:10 pm
William A. Shaw
Prothonotary/Clerk of Courts

3 cert to PLFF (GW)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
Plaintiff	**: BREACH OF CONTRACT** **: ACTION - EX CONTRACTU**
vs	:
RIDER FORD, INC., a/k/a RIDER FORD	:
and	**: CASE NO.: 2007-00908-CD**
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	: **: Pa.R.C.P., Rule 4014 (c)** **: Pa.R.C.P., Rule 4019 (g)(1)**
Defendants	:

MOTION TO COMPEL COMPLIANCE OF SUFFICIENT ANSWERS TO DISCOVERY BY DEFENDANT RIDER FORD, INC.

COMES NOW the Plaintiff, David L. Nearhood, pursuant to Pa.R.C.P., Rule 4014 (c) and Pa.R.C.P., Rule 4019 (g)(1), with his **Motion to Compel Compliance of Sufficient Answers to Discovery by Defendant Rider Ford, Inc.**, on the grounds that the Defendant, Rider Ford, Inc., in its previous Defendant Rider Ford's Answer, (see attached **Exhibit 2**), to Plaintiff's Requests for Admissions to Defendant Rider Ford, Inc., (see attached **Exhibit 1**), were insufficient with respect to several of its answers or objections, therein; and more specifically, the Plaintiff hereby asserts and declares that Defendant's answers were insufficient on **Requests for Admission Nos. 3, 4, 5, 6, 14 and 15**, respectively, and in support thereof, the Plaintiff offers and avers as follows:

1. **The Plaintiff requested admission and the Defendant responded as follows:**

REQUEST FOR ADMISSION NO. 3:
3) The scribble mark or circle in the place of the signature on the Buyers Order is not a signature.

ADMITTED _____

DENIED ___X___

If the answer to REQUEST FOR ADMISSION NO. 3 is "DENIED", then please explain why it is denied, and please explain why, if it (the scribble mark or circle) is or constitutes or is claimed to be a signature on the Buyer's Order, the alleged Buyer's Order signature is not identical and consistent with each of the other alleged signatures (scribble marks/circles) throughout the contracts, if the scribble marks/circles elsewhere are also alleged and claimed to be signatures, and please supply written documentation supporting the denial.

The Defendant answered as follows:

"Thomas Dry's signature appears on the Buyer's Order."

The Plaintiff objects to Defendant's answer as insufficient as follows:

The Defendant answered question by denial and claims scribble marks on Buyer's Order constitutes a signature by further claiming it is Thomas Dry's, but Defendant then evades the rest of the answer to question required by its denial, namely by Defendant's failure to explain why, if scribble marks/circle is a signature, then why is it not consistent/identical with each of the other alleged signatures/scribble marks/circles throughout the rest of the document. Defendant further failed to supply written documentation supporting his claim/answer/denial as requested. Plaintiff objects to service of Defendant's answer here on grounds that it is evasive, and in that in his denial he did not fairly meet the substance of the requested admission or denial on the answer, and on grounds that Defendant's answer was insufficient on this question.

2. **The Plaintiff requested admission and the Defendant responded as follows:**

REQUEST FOR ADMISSION NO. 4:
4) The Defendant Rider Ford registered the vehicle in the Plaintiff's name in the required 20 days as required by law.

ADMITTED __X__

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 4 is "DENIED", then please explain why it is denied, please explain why the Defendant did not register the vehicle in the Plaintiff's name in the required 20 days as required by law, and please supply written documentation supporting the denial. If the answer is "ADMITTED", then please supply written documentation supporting the admission.

The Defendant answered as follows:

"[The Defendant did not elaborate upon his answer/admission here.]"

The Plaintiff objects to Defendant's answer as insufficient as follows:

The Defendant answered question by admission, but failed to supply written documentation or proof supporting admission as requested. Plaintiff objects to service of Defendant's answer here on grounds that it is evasive, and in that in his admission he did not fairly meet the substance of the requested admission or denial on the answer, and on grounds that Defendant's answer was insufficient on this question.

3. **The Plaintiff requested admission and the Defendant responded as follows:**

REQUEST FOR ADMISSION NO. 5:
5) The Defendant Rider Ford did not fill in blank spaces after the signing of the contracts.

ADMITTED __X__

DENIED ___X___

If the answer to REQUEST FOR ADMISSION NO. 5 is "DENIED", then please explain why it is denied, please explain why the Defendant did fill in blank spaces after the signing of the contracts, and please supply written documentation supporting the denial. If the answer is "ADMITTED", then please supply written documentation supporting the admission.

The Defendant answered as follows:

> "It is admitted that none of the typewritten information contained on the Buyer's Order and the Retail Installment Contract was filled in after Plaintiff signed them. Plaintiff was presented with completed forms for his signature. By way of further response, Defendant may have added a signature or date to the transfer of the sale to Citizen's Auto Finance Corp. after Plaintiff signed the contracts."

The Plaintiff objects to Defendant's answer as insufficient as follows:

The Defendant answered partly admitted/partly denied, but the answer is evasive in that Plaintiff did not ask for a response regarding, and the question was not about, the typewritten information filled in, but rather for information about the blank spaces NOT FILLED IN, and for an explanation for why the blank spaces were or were not filled in. Defendant further failed to supply written documentation or proof supporting his claim/answer/denial as requested. Plaintiff objects to service of Defendant's answer here on grounds that it is evasive, and in that in his admission/denial he did not fairly meet the substance of the requested admission or denial on the answer, and on grounds that Defendant's answer was insufficient on this question.

4. **The Plaintiff requested admission and the Defendant responded as follows:**

REQUEST FOR ADMISSION NO. 6:
6) The Defendant Rider Ford did not fill in blank spaces while not in the presence of the Plaintiff.

ADMITTED __X__

DENIED ___X___

If the answer to REQUEST FOR ADMISSION NO. 6 is "DENIED", then please explain why it is denied, please explain why the Defendant did fill in blank spaces while not in the presence of the Plaintiff, and please supply written documentation supporting the denial.

The Defendant answered as follows:

> "It is admitted that none of the typewritten information contained on the Buyer's Order and the Retail Installment Contract was filled in while not in the presence of the Plaintiff. Plaintiff was presented with completed forms for his signature. By way of further response, Defendant may have added a signature or date to the transfer of the sale to Citizen's Auto Finance Corp. after Plaintiff signed the contracts."

The Plaintiff objects to Defendant's answer as insufficient as follows:

The Defendant answered partly admitted/partly denied, but the answer is evasive in that Plaintiff did not ask for a response regarding, and the question was not about, the typewritten information filled in and presented and not done while in the presence of Plaintiff, but rather the question was about the blank spaces on the forms NOT FILLED IN as to whether they were filled in or not while not in the presence of Plaintiff, and for an explanation for why the blank spaces were or were not filled in. Defendant further failed to supply written documentation or proof supporting his claim/answer/denial as requested. Plaintiff objects to service of Defendant's answer here on grounds that it is evasive, and in that in his admission/denial he did not fairly meet the substance of the requested admission or denial on the answer, and on grounds that Defendant's answer was insufficient on this question.

5. **The Plaintiff requested admission and the Defendant responded as follows:**

REQUEST FOR ADMISSION NO. 14:
14) The said vehicle did have the required Motor Vehicle Safety Standards attached to the side window or anywhere else on the vehicle as required by Code of Federal Regulations (CFR) (Title 49, Volume 5, Part 575, Consumer Information Regulations).

ADMITTED _____

DENIED ___X___

If the answer to REQUEST FOR ADMISSION NO. 14 is "DENIED", then please give details and explain why it is denied, and please explain why the said vehicle did not have the required Motor Vehicle Safety Standards attached to the side window or anywhere else on the vehicle as required by Code of Federal Regulations (CFR) (Title 49, Volume 5, Part 575, Consumer Information Regulations), and please supply written documentation supporting the denial.

The Defendant answered as follows:

"Request for Admission No. 14 is denied as it calls for a conclusion of law."

The Plaintiff objects to Defendant's answer as insufficient as follows:

Defendant answered question by denial. Defendant's answer or objection or denial on grounds that it calls for a conclusion of law is evasive and invalid respective to statements, opinions or contentions in the answer required of Defendant, in that his answer of "conclusions of law" or his failure by evasion thereof, to properly answer relates to a fact or of the application of law to a fact, and that his answer did not fairly meet the substance of the requested admission, and that the information sought is reasonably calculated to lead to the discovery of admissible evidence; namely did or did not the vehicle have the required Motor Vehicle Safety Standards attached to the vehicle, as required by the law; and the latter fact of the application of the relevant law, which is known by all parties in this case, is not in dispute.

6. **The Plaintiff requested admission and the Defendant responded as follows:**

REQUEST FOR ADMISSION NO. 15:
15) The vehicle in question was accompanied with an owners manual as required by the Code of Federal Regulations (CFR).

ADMITTED __X__

DENIED ___X___

If the answer to REQUEST FOR ADMISSION NO. 15 is "DENIED", then please give details and explain why it is denied, and please explain why the said vehicle in question was not accompanied with an owners manual as required by the Code of Federal Regulations (CFR), and please supply written documentation supporting the denial.

The Defendant answered as follows:

> "Request for Admission No. 15 is denied as it calls for a conclusion of law. By way of further response, the vehicle came with an owner's manual. Plaintiff requested a replacement manual after the sale. Defendant offered to order a new manual, which was refused by Plaintiff."

The Plaintiff objects to Defendant's answer as insufficient as follows:

Defendant answered question by both admission/denial. Defendant's answer or objection or denial on grounds that it calls for a conclusion of law is evasive and invalid respective to statements, opinions or contentions in the answer required of Defendant, in that his answer of "conclusions of law" or his failure by evasion thereof, to properly answer in his denial relates to a fact or of the application of law to a fact, and that his answer did not fairly meet the substance of the requested admission, and that the information sought is reasonably calculated to lead to the discovery of admissible evidence; namely did or did not the vehicle come with the required current Owner's Manual accompanying the vehicle, as required by the law; and the latter fact of the application of the relevant law, which is known by all parties in this case, is not in dispute.

WHEREFORE, for all the foregoing reasons as the Plaintiff has elaborated upon in Paragraphs 1 - 6, *supra*, the Plaintiff hereby prays and requests of this Honorable Court that a RULE TO SHOW CAUSE be issued upon the Defendant and that a hearing be set for Defendant to show cause why the Plaintiff's **Motion to Compel Compliance of Sufficient Answers to Discovery by Defendant Rider Ford, Inc.** should not be granted, and that Plaintiff hereby further moves the Court that said Motion be and should be GRANTED on the grounds that the Defendant, Rider Ford, Inc., in its previous Defendant Rider Ford's Answer, (see attached **Exhibit 2**), to Plaintiff's Requests for Admissions to Defendant Rider Ford, Inc., (see attached **Exhibit 1**), were insufficient with respect to several of its answers or objections, therein; and more specifically, that Defendant's answers were insufficient on **Requests for Admission Nos. 3, 4, 5, 6, 14 and 15**, respectively, and Plaintiff further prays that this Honorable Court issue an Order to compel compliance and either order the matter to be admitted or an amended answer to be served.

Respectfully submitted,

Dated: Feb. 27, 2009 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **Motion to Compel Compliance of Sufficient Answers to Discovery by Defendant Rider Ford, Inc.**, and **the attached Exhibits thereof**, are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Feb. 27, 2009 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

EXHIBIT 1

Plaintiff's Requests for Admissions to Defendant Rider Ford, Inc.

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

Plaintiff

August 26, 2008

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002

RE: DAVID L. NEARHOOD, Plaintiff vs RIDER FORD, INC., a/k/a RIDER FORD and CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.

DOCKET NO.: 2007-00908-CD

Dear Jeffrey W. Stover and Susan E. Bardo:

Enclosed please find Plaintiff's Requests for Admissions to Defendant Rider Ford, Inc. relative to the above captioned matter. Please provide responses to these requests within thirty (30) days of receipt of the same.

Thank you for your prompt attention to this matter.

Very truly yours,

David L. Nearhood

David L. Nearhood

DLN
Enclosure

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	: **CIVIL ACTION – LAW**
Plaintiff	: **BREACH OF CONTRACT** : **ACTION - EX CONTRACTU**
vs	:
RIDER FORD, INC., a/k/a RIDER FORD	:
and	: **CASE NO.: 2007-00908-CD**
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	:
Defendants	:

PLAINTIFF'S REQUEST FOR ADMISSIONS TO DEFENDANT RIDER FORD, INC.

Plaintiff demands that Defendant 1, Rider Ford, Inc., answers and respond to the following Request for Admissions pursuant to Pa. Rules of Civil Procedure, Rule 4014.

You are requested to admit the truth of each of the statements of fact hereinafter stated. You are instructed that:

1. These requests are made under Pennsylvania Rules of Civil Procedure 4001, et seq., and each of these matters of which an admission is requested shall be be deemed admitted unless your sworn statement in compliance with such Rules is timely made.

2. If you do not admit each of such statements, you must specifically deny each one not admitted or set forth in detail the reasons why you cannot truthfully either admit or deny each such matter.

3. Your answer, signed and properly verified, must be delivered to the undersigned party of record, the Plaintiff, within thirty (30) days after delivery hereof.

4. If you fail or refuse to admit the truth of any such statement of fact and the Plaintiff thereafter proves the truth thereof, you may be required to pay the reasonable expenses incurred in making such proof, including attorney's fees, Plaintiff's costs, witness expenses, etc.

5. If, in response to any of the following statements of fact, it is your position that the statement is true in part or as to some items, but not true in full or as to all items, then answer separately as to each part or item.

6. If you have been sued in more than one capacity or if your answers would be different if answered in any different capacity, such as partner, agent, corporate officer or director or the like, then you are requested to answer separately in each such capacity. Failure to do so constitutes an admission in any such capacity.

7. In these Requests for Admissions:

   A. The word "persons" means all entities, and, without limiting the generality of the foregoing, includes natural persons, joint owners, associations, companies, partnerships, joint ventures, trusts, and estates;

   B. The word "documents" means all written, printed, recorded, graphic, or photographic matter, or, sound reproductions, however produced or reproduced, pertaining to any matter to the subject matter indicated;

   C. The word "identity", "identify", "identification", when used with respect to a person(s) means to state the full name and present or last known address and business address of such person(s) and, if an actual person, his present or last known job title, and the name and address of his present or last known employers;

   D. The word "identity", "identify", "identification", when used with respect to a date, subject matter, name(s) or person(s) that wrote, signed, initialed, dictated or otherwise participated in the creation of the same, means the name(s) of the addressee or the addresses if any and the name(s) and address(es) of each person who have possession, custody, and control of said document(s). If any such document was, but is no longer in your possession, custody; or control, or in existence, state the date and manner of its disposition; and

   E. The word "identify", when used with respect to a act (including an alleged offense), occurrence, statement, or conduct (hereinafter collectively called "act"), means to (1) describe the substance of the event or events constituting such an act, and to state the date when such act occurred; (2) identify each and every person(s) participating in such an act; (3) identify all other person(s) (if any) present when such act occurred; (4) state whether any minutes, notes, memoranda, or other record of such act was made; (5) state whether such record now exists; and (6) identify the person(s) presently having possession, custody or control of such record.

8. Unless otherwise indicated, all Requests herein relate to those certain events, persons, and period of time more fully described in the pleading in this case.

9. These requests are of a continuous nature.

REQUEST FOR ADMISSION NO. 1:

1) The Defendant Rider Ford did not sign the Buyers Order.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 1 is "DENIED", then please explain why it is denied, please identify who signed it (the Buyer's Order), and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 2:

2) There is no legible signature on the Buyers Order.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 2 is "DENIED", then please explain why it is denied, please explain why the signature is legible on the Buyer's Order, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 3:

3) The scribble mark or circle in the place of the signature on the Buyers Order is not a signature.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 3 is "DENIED", then please explain why it is denied, and please explain why, if it (the scribble mark or circle) is or constitutes or is claimed to be a signature on the Buyer's Order, the alleged Buyer's Order signature is not identical and consistent with each of the other alleged signatures (scribble marks/circles) throughout the contracts, if the scribble marks/circles elsewhere are also alleged and claimed to be signatures, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 4:

4) The Defendant Rider Ford registered the vehicle in the Plaintiff's name in the required 20 days as required by law.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 4 is "DENIED", then please explain why it is denied, please explain why the Defendant did not register the vehicle in the Plaintiff's name in the required 20 days as required by law, and please supply written documentation supporting the denial. If the answer is "ADMITTED", then please supply written documentation supporting the admission.

REQUEST FOR ADMISSION NO. 5:
5) The Defendant Rider Ford did not fill in blank spaces after the signing of the contracts.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 5 is "DENIED", then please explain why it is denied, please explain why the Defendant did fill in blank spaces after the signing of the contracts, and please supply written documentation supporting the denial. If the answer is "ADMITTED", then please supply written documentation supporting the admission.

REQUEST FOR ADMISSION NO. 6:
6) The Defendant Rider Ford did not fill in blank spaces while not in the presence of the Plaintiff.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 6 is "DENIED", then please explain why it is denied, please explain why the Defendant did fill in blank spaces while not in the presence of the Plaintiff, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 7:
7) The Defendant Rider Ford had the:

(a). Buyers Order notarized in the presence of the Plaintiff;

(b). Installment / Finance agreement notarized in the presence of the Plaintiff;

(c). Certificate of Origin notarized in the presents of the Plaintiff.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 7 is "DENIED", for any or all parts of your answer above, then please identify which parts are admitted and which parts are denied, and for each part denied, please explain your facts and legal basis separately for each particular item (a) - (c), as identified above, as to why it is denied, and please explain why the Defendant did not notarize any of the referenced documents in (a) - (c), above in the presence of the Plaintiff and please give the delegation of legal authority authorizing said notarization while not in the presence of the Plaintiff, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 8:
8) The gross vehicle weight was on the Retail Installment Contract before the signing.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 8 is "DENIED", then please explain why it is denied, please explain when was it put on the Retail Installment Contract and please answer whether or not the Plaintiff was present during this time, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 9:
9) The Plaintiff was given by the Defendant Rider Ford, Inc., and did receive a copy or copies of the complete Retail Installment Contract.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 9 is "DENIED", then please explain why it is denied, please explain when the Plaintiff at anytime received any copies of the complete Retail Installment Contract by the Defendant Rider Ford, Inc., and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 10:

10) None of the paperwork or electronic transfer of information that was sent to the Department of Motor Vehicles by the Defendant Rider Ford, Inc., was different from the paperwork given to the Plaintiff.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 10 is "DENIED", then please explain why it is denied, please explain why the paperwork or electronic transfer of information that was sent to the Department of Motor Vehicles by the Defendant Rider Ford, Inc., was different from the paperwork given to the Plaintiff, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 11:

11) The Defendant Rider Ford, Inc., did not at anytime, fill out any paperwork and/or any electronic transfer of information and send it to the Department of Motor Vehicles with the gross vehicle weight or GVWR indicated at the maximum weight rating of 9000 lbs, as originally requested by the Plaintiff., and the Defendant did not cross it out or change it to 7000 lbs.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 11 is "DENIED", then please explain why it is denied, and please explain why this was done, namely that the Defendant Rider Ford, Inc., did in fact, at some point in time, fill out paperwork and/or electronic transfer of information and then sent it to the Department of Motor Vehicles with the gross vehicle weight or GVWR indicated at the maximum weight rating of 9000 lbs, as originally requested by the Plaintiff., but then the Defendant did cross it out or changed it to 7000 lbs., and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 12:
12) The Plaintiff at no time asked the Defendant Rider Ford (Thomas Dry) to break any laws or rules to make the purchase appear valid.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 12 is "DENIED", then please give details and explain why it is denied, and please explain why the Defendant alleges that the Plaintiff at any time [allegedly] asked the Defendant Rider Ford (Thomas Dry) to break any laws or rules to make the purchase appear valid, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 13:
13) The Plaintiff, David L. Nearhood, is the first owner of the vehicle in question.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 13 is "DENIED", then please give details and explain why it is denied, and please explain and identify who was the first owner of the vehicle in question, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 14:
14) The said vehicle did have the required Motor Vehicle Safety Standards attached to the side window or anywhere else on the vehicle as required by Code of Federal Regulations (CFR) (Title 49, Volume 5, Part 575, Consumer Information Regulations).

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 14 is "DENIED", then please give details and explain why it is denied, and please explain why the said vehicle did not have the required Motor Vehicle Safety Standards attached to the side window or anywhere else on the vehicle as required by Code of Federal Regulations (CFR) (Title 49, Volume 5, Part 575, Consumer Information Regulations), and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 15:
15) The vehicle in question was accompanied with an owners manual as required by the Code of Federal Regulations (CFR).

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 15 is "DENIED", then please give details and explain why it is denied, and please explain why the said vehicle in question was not accompanied with an owners manual as required by the Code of Federal Regulations (CFR), and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 16:
16) The Defendant Rider Ford received a rescission and revocation of the acceptance of the contract(s) in a timely manner.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 16 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 17:
17) The Defendant Rider Ford is not aware of any laws or legal rules or breach of the Seller's Assignment clause that have been broken by Defendant Citizen's Auto Finance Corp., or any violations of the rules and regulations that are required.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 17 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, please identify what laws or legal rules or breach of the Seller's Assignment clause you are aware have been broken by Defendant Citizen's Auto Finance Corp., or any violations of the rules and regulations that are required, and please supply written documentation supporting the denial.

Respectfully submitted,

Dated: August 26, 2008

by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

VERIFICATION

I, _____, in the Title-Capacity of (please print) _____ for the Defendant Rider Ford, Inc., under penalties of perjury and subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, verify that the foregoing Responses are true and correct to the best of my knowledge, information and belief.

Dated: _____ by _____
Signature / Title - Capacity for Defendant

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on August 26, 2003, a copy of the attached PLAINTIFF'S REQUEST FOR ADMISSIONS TO DEFENDANT RIDER FORD, INC. by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

with a copy to:

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: August 26, 2008 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

EXHIBIT 2

Defendant Rider Ford's Answer

Reed McCormick
Jeffrey W. Stover
Ronald S. McGlaughlin
Donald M. Hahn
Tonia M. Torquato
Susan E. Bardo
Of Counsel:
Charles J. Weyandt

STOVER, McGLAUGHLIN, GERACE, WEYANDT & McCORMICK, P.C.
Attorneys & Counselors at Law

919 University Drive • State College, PA 16801 • (814) 231-1850 • Fax: (814) 231-1860
P.O. Box 209 • 122 East High Street • Bellefonte, PA 16823 • (814) 355-8235 • Fax: (814) 355-1304
Web: www.nittanylaw.com
Email: info@nittanylaw.com

Please Reply to:
Bellefonte Office

Anthony J. Gerace, Jr.
(1978-2005)

September 25, 2008

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Re: David L. Nearhood v. Rider Ford, Inc., et al.

Dear Mr. Nearhood:

Enclosed please find a true and correct copy of Defendant Rider Ford's Answer to Plaintiff's Request for Admissions.

Very truly yours,

Susan E. Bardo

092508.dln

Enclosure

REQUEST FOR ADMISSION NO. 1:

1) The Defendant Rider Ford did not sign the Buyers Order.

ADMITTED _____

DENIED ____X____

If the answer to REQUEST FOR ADMISSION NO. 1 is "DENIED", then please explain why it is denied, please identify who signed it (the Buyer's Order), and please supply written documentation supporting the denial.

Thomas Dry signed the Buyer's Order.

REQUEST FOR ADMISSION NO. 2:

2) There is no legible signature on the Buyers Order.

ADMITTED __X___

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 2 is "DENIED", then please explain why it is denied, please explain why the signature is legible on the Buyer's Order, and please supply written documentation supporting the denial.

It is admitted that when viewing the signature, one cannot discern the name "Thomas Dry". However, the signature on the Buyer's Order is that of Thomas Dry.

REQUEST FOR ADMISSION NO. 3:

3) The scribble mark or circle in the place of the signature on the Buyers Order is not a signature.

ADMITTED _____

DENIED __X__

If the answer to REQUEST FOR ADMISSION NO. 3 is "DENIED", then please explain why it is denied, and please explain why, if it (the scribble mark or circle) is or constitutes or is claimed to be a signature on the Buyer's Order, the alleged Buyer's Order signature is not identical and consistent with each of the other alleged signatures (scribble marks/circles) throughout the contracts, if the scribble marks/circles elsewhere are also alleged and claimed to be signatures, and please supply written documentation supporting the denial.

Thomas Dry's signature appears on the Buyer's Order.

REQUEST FOR ADMISSION NO. 4:

4) The Defendant Rider Ford registered the vehicle in the Plaintiff's name in the required 20 days as required by law.

ADMITTED __X__

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 4 is "DENIED", then please explain why it is denied, please explain why the Defendant did not register the vehicle in the Plaintiff's name in the required 20 days as required by law, and please supply written documentation supporting the denial. If the answer is "ADMITTED", then please supply written documentation supporting the admission.

REQUEST FOR ADMISSION NO. 5:
5) The Defendant Rider Ford did not fill in blank spaces after the signing of the contracts.

ADMITTED X

DENIED X

If the answer to REQUEST FOR ADMISSION NO. 5 is "DENIED", then please explain why it is denied, please explain why the Defendant did fill in blank spaces after the signing of the contracts, and please supply written documentation supporting the denial. If the answer is "ADMITTED", then please supply written documentation supporting the admission.

It is admitted that none of the typewritten information contained on the Buyer's Order and the Retail Installment Contract was filled in after Plaintiff signed them. Plaintiff was presented with completed forms for his signature. By way of further response, Defendant may have added a signature or date to the transfer of the sale to Citizen's Auto Finance Corp. after Plaintiff signed the contracts.

REQUEST FOR ADMISSION NO. 6:
6) The Defendant Rider Ford did not fill in blank spaces while not in the presence of the Plaintiff.

ADMITTED X

DENIED X

If the answer to REQUEST FOR ADMISSION NO. 6 is "DENIED", then please explain why it is denied, please explain why the Defendant did fill in blank spaces while not in the presence of the Plaintiff, and please supply written documentation supporting the denial.

It is admitted that none of the typewritten information contained on the Buyer's Order and the Retail Installment Contract was filled in while not in the presence of Plaintiff. Plaintiff was presented with completed forms for his signature. By way of further response, Defendant may have added a signature or date to the transfer of the sale to Citizen's Auto Finance Corp. after Plaintiff signed the contracts.

REQUEST FOR ADMISSION NO. 7:
7) The Defendant Rider Ford had the:

(a). Buyers Order notarized in the presence of the Plaintiff;

(b). Installment / Finance agreement notarized in the presence of the Plaintiff;

(c). Certificate of Origin notarized in the presents of the Plaintiff.

ADMITTED _____

DENIED X

If the answer to REQUEST FOR ADMISSION NO. 7 is "DENIED", for any or all parts of your answer above, then please identify which parts are admitted and which parts are denied, and for each part denied, please explain your facts and legal basis separately for each particular item (a) - (c), as identified above, as to why it is denied, and please explain why the Defendant did not notarize any of the referenced documents in (a) - (c), above in the presence of the Plaintiff and please give the delegation of legal authority authorizing said notarization while not in the presence of the Plaintiff, and please supply written documentation supporting the denial.

None of the above referenced documents were notarized. None of the documents require notarization.

REQUEST FOR ADMISSION NO. 8:
8) The gross vehicle weight was on the Retail Installment Contract before the signing.

ADMITTED _____

DENIED __X__

If the answer to REQUEST FOR ADMISSION NO. 8 is "DENIED", then please explain why it is denied, please explain when was it put on the Retail Installment Contract and please answer whether or not the Plaintiff was present during this time, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 9:
9) The Plaintiff was given by the Defendant Rider Ford, Inc., and did receive a copy or copies of the complete Retail Installment Contract.

ADMITTED __X__

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 9 is "DENIED", then please explain why it is denied, please explain when the Plaintiff at anytime received any copies of the complete Retail Installment Contract by the Defendant Rider Ford, Inc., and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 10:

10) None of the paperwork or electronic transfer of information that was sent to the Department of Motor Vehicles by the Defendant Rider Ford, Inc., was different from the paperwork given to the Plaintiff.

ADMITTED __X__

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 10 is "DENIED", then please explain why it is denied, please explain why the paperwork or electronic transfer of information that was sent to the Department of Motor Vehicles by the Defendant Rider Ford, Inc., was different from the paperwork given to the Plaintiff, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 11:

11) The Defendant Rider Ford, Inc., did not at anytime, fill out any paperwork and/or any electronic transfer of information and send it to the Department of Motor Vehicles with the gross vehicle weight or GVWR indicated at the maximum weight rating of 9000 lbs, as originally requested by the Plaintiff., and the Defendant did not cross it out or change it to 7000 lbs.

ADMITTED ___X___

DENIED ___X___

If the answer to REQUEST FOR ADMISSION NO. 11 is "DENIED", then please explain why it is denied, and please explain why this was done, namely that the Defendant Rider Ford, Inc., did in fact, at some point in time, fill out paperwork and/or electronic transfer of information and then sent it to the Department of Motor Vehicles with the gross vehicle weight or GVWR indicated at the maximum weight rating of 9000 lbs, as originally requested by the Plaintiff., but then the Defendant did cross it out or changed it to 7000 lbs., and please supply written documentation supporting the denial.

It is admitted that Defendant, Rider Fork, did not fill out paperwork for the Department of Motor Vehicles with a GVWR listed at 9,0001bs. It is denied that Plaintiff requested a GVWR of 9,0001bs. It is denied that the vehicle was never registered with a GVWR of 7,0001bs.

REQUEST FOR ADMISSION NO. 12:
12) The Plaintiff at no time asked the Defendant Rider Ford (Thomas Dry) to break any laws or rules to make the purchase appear valid.

ADMITTED __X__

DENIED ____X____

If the answer to REQUEST FOR ADMISSION NO. 12 is "DENIED", then please give details and explain why it is denied, and please explain why the Defendant alleges that the Plaintiff at any time [allegedly] asked the Defendant Rider Ford (Thomas Dry) to break any laws or rules to make the purchase appear valid, and please supply written documentation supporting the denial.

It is admitted that Plaintiff did not ask Defendant, Rider Ford, to break any laws or rules. It is denied thatthe purchase is not valid.

REQUEST FOR ADMISSION NO. 13:
13) The Plaintiff, David L. Nearhood, is the first owner of the vehicle in question.

ADMITTED __X__

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 13 is "DENIED", then please give details and explain why it is denied, and please explain and identify who was the first owner of the vehicle in question, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 14:
14) The said vehicle did have the required Motor Vehicle Safety Standards attached to the side window or anywhere else on the vehicle as required by Code of Federal Regulations (CFR) (Title 49, Volume 5, Part 575, Consumer Information Regulations).

ADMITTED _____

DENIED ___X___

If the answer to REQUEST FOR ADMISSION NO. 14 is "DENIED", then please give details and explain why it is denied, and please explain why the said vehicle did not have the required Motor Vehicle Safety Standards attached to the side window or anywhere else on the vehicle as required by Code of Federal Regulations (CFR) (Title 49, Volume 5, Part 575, Consumer Information Regulations), and please supply written documentation supporting the denial.

Request for Admission No. 14 is denied as it calls fora conclusion of law.

REQUEST FOR ADMISSION NO. 15:
15) The vehicle in question was accompanied with an owners manual as required by the Code of Federal Regulations (CFR).

ADMITTED ___X___

DENIED ___X___

If the answer to REQUEST FOR ADMISSION NO. 15 is "DENIED", then please give details and explain why it is denied, and please explain why the said vehicle in question was not accompanied with an owners manual as required by the Code of Federal Regulations (CFR), and please supply written documentation supporting the denial.

Request for Admission No. 15 is denied as it calls for a conclusion of law. By way of further response, the vehicle came with an owner's manual. Plaintiff requested a replacement manual after the sale. Defendant offered to order a new manual, which was refused by Plaintiff.

REQUEST FOR ADMISSION NO. 16:

16) The Defendant Rider Ford received a rescission and revocation of the acceptance of the contract(s) in a timely manner.

ADMITTED X

DENIED X

If the answer to REQUEST FOR ADMISSION NO. 16 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, and please supply written documentation supporting the denial.

It is admitted that Defendant received a letter from Plaintiff in June, 2007. It is denied that this letter was a rescission and/or revocation. It is further denied that the letter was received in a timely manner.

REQUEST FOR ADMISSION NO. 17:

17) The Defendant Rider Ford is not aware of any laws or legal rules or breach of the Seller's Assignment clause that have been broken by Defendant Citizen's Auto Finance Corp., or any violations of the rules and regulations that are required.

ADMITTED X

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 17 is "DENIED", then please give details and explain your facts and legal basis as to why it is denied, please identify what laws or legal rules or breach of the Seller's Assignment clause you are aware have been broken by Defendant Citizen's Auto Finance Corp., or any violations of the rules and regulations that are required, and please supply written documentation supporting the denial.

VERIFICATION

I, DON HARRIS, state that the responses set forth in the foregoing document are true upon my personal knowledge, information, and belief. I understand that my statements are made subject to 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Don Harris, CFO
Rider Ford, Inc.

Dated: 9-25-08

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**: Pa.R.C.P., Rule 4014 (c)**
	: Pa.R.C.P., Rule 4019 (g)(1)
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Feb. 27, 2009, a copy of the attached MOTION TO COMPEL COMPLIANCE OF SUFFICIENT ANSWERS TO DISCOVERY BY DEFENDANT RIDER FORD, INC., and the attached EXHIBITS thereof, by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

with a copy to:

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Feb. 27, 2009 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

FILED
FEB 27 2009
William A. Shaw
Prothonotary/Clerk of Courts

LA

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

DAVID L. NEARHOOD,	*	No. 07-908-CD
Plaintiff	*	
vs	*	
RIDER FORD, INC, a/k/a RIDER FORD,	*	
and CITIZENS AUTOMOBILE FINANCE	*	
CORP., a/k/ a CITIZENS AUTO	*	
FINANCE CORP.,	*	
Defendants	*	

ORDER

AND NOW, this 2nd day of March, 2009, the Court being in receipt of the Plaintiff's *pro se* "Motion to Compel Compliance of Sufficient Answers to Discovery by Defendant Rider Ford, Inc.", and upon review of the same with the Court believing that the Answers to request for admissions given by Rider Ford, Inc. are sufficient, it is the ORDER of this Court that the Plaintiff's Motion be and is hereby DENIED.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

FILED
MAR 03 2009
William A. Shaw
Prothonotary/Clerk of Courts

1CC Attys.
Stoves/Bardo
Warmbrodt

1CC Plff
12230 Oak Grove Rd.
Morrisdale, PA
16858

FILED

MAR 0 3 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/3/09

____ You are responsible for serving all appropriate parties.

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

__X__ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other

____ Defendant(s) __X__ Defendant(s) Attorney

____ Special Instructions:

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

DAVID L. NEARHOOD, Plaintiff	*	No. 07-908-CD
vs	*	
RIDER FORD, INC, a/k/a RIDER FORD, and CITIZENS AUTOMOBILE FINANCE CORP., a/k/ a CITIZENS AUTO FINANCE CORP., Defendants	*	

ORDER

AND NOW, this 3rd day of March, 2009, the Court being in receipt of the Plaintiff's *pro se* Motion for Clarification on Prior Discovery Issues and for a Ruling on Prior Motions and Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date and in consideration of the same; it is the ORDER of this Court as follows:

1. The Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date is hereby DENIED as premature. The Court has yet to rule on the Motion for Summary Judgment filed on behalf of Defendant Citizens Automobile Finance Corp., nor has the time for discovery been closed pursuant to prior Court Order;

2. The Plaintiff's Motion for Sanctions and Motion for a Determined Ruling filed November 10, 2008 is hereby DISMISSED. The Court believes that the majority of the Plaintiff's Requests for Admission required Defendant Citizens to admit conclusions of law, were too general or vague and/or required Defendant Citizens to admit matters within the exclusive knowledge of Defendant Rider Ford, Inc. The Motion of Defendant Citizens to Amend its Answers to Admissions is hereby GRANTED. Any

FILED
019:15 BK
MAR 04 2009
William A. Shaw
Prothonotary/Clerk of Courts

1CC Attys:
Stover/Bardo
Wasmbrodt

1CC Piff
1223 Oak Grove Rd.
Morrisdale, PA
16858

amended answers shall be filed within no more than 30 days from this date.

3. Plaintiff's Notice of objection to Defendant's Praecipe for Substitution of Verification filed December 24, 2008 is hereby DISMISSED. There is no difficulty with Defendant Citizens substituting the verification; and
4. The Motion for Clarification on Prior Discovery Issues and for a Ruling on Prior Motions is hereby DISMISSED.

BY THE COURT:

Judge J. Ammerman

FREDRIC J. AMMERMAN
President Judge

FILED

MAR 0 4 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/4/09

____ You are responsible for serving all appropriate parties.

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

__X__ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other

____ Defendant(s) __X__ Defendant(s) Attorney

____ Special Instructions:

UA

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

FILED 3cc
019:37 Bell Piff
MAR 24 2009
William A. Shaw
Prothonotary/Clerk of Courts

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
Plaintiff	**: BREACH OF CONTRACT : ACTION - EX CONTRACTU**
vs	**:**
RIDER FORD, INC., a/k/a RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
Defendants	**:**

MOTION FOR LEAVE OF COURT TO CONDUCT ADDITIONAL DISCOVERY AND RESUBMIT REQUESTS FOR ADMISSION FROM ROUND 1 OF DISCOVERY TO CLARIFY REQUESTS AND REMOVE OBJECTIONS BY DEFENDANT PER PREVIOUS RESERVATION OF RIGHTS BY PLAINTIFF

NOW COMES the Plaintiff, David L. Nearhood, and files this within Motion for Leave of Court to Conduct Additional Discovery and Resubmit Requests for Admission from Round 1 of Discovery to Clarify Requests and Remove Objections by Defendant Per Previous Reservation of Rights by Plaintiff, and avers as follows:

1. This Honorable Court previously issued its Order of January 28, 2009 giving the parties originally an additional 30 days to conduct discovery and file the same with the record.
2. In its subsequent Order of March 3, 2009, the Court ruled that the time for discovery had not yet been closed pursuant to prior Court Order.
3. Plaintiff hereby gives **Mandatory Judicial Notice** to this Court AND to all parties

concerned that these Requests for Admissions No. 3 are supplemental and/or new requests for admissions; and that Plaintiff has now invoked and does hereby invoke, as a remedy to Defendant Citizen's Auto Finance Corp.'s and the Court's actions, Plaintiff's previously reserved rights to resubmit as either new or supplemental requests for admissions his original Request for Admissions No. 1 served on August 26, 2008, in Plaintiff's Round 1 of Discovery in the event that Plaintiff's Motion for Sanctions and Motion for Determined Ruling, was denied and Defendant's Motion to Withdraw or Amend Admissions was granted.

4. The Court in its Order of March 3, 2009, did in fact deny Plaintiff's Motion for Sanctions and Motion for Determined Ruling, and Defendant's Motion to Withdraw or Amend Admissions was granted.
5. Plaintiff herein gives further **Constructive Judicial Notice**, as he has previously stated and reserved his rights to, that Plaintiff will and has in fact changed the form of the supplemental (or new) requests for admission in this Requests for Admission No. 3, so that Defendant's pretexts and reasons for objections in the original Requests for Admissions No. 1 will be removed.
6. The Requests for Admissions No. 3 have been filed along with this Motion for Leave.
7. Plaintiff further reserves the right to supplement its Requests for Admissions or to move the Court for a status conference on this issue of discovery, in order to expedite this process and help the Court to prevent further delay.

The Plaintiff now herein reminds the Defendant party as well as the Court that the Pennsylvania Rules of Civil Procedure as well as Pennsylvania and Federal Case Law (and other states too) specify that the rules of court or procedure for a party, and especially an *in pro per*

(*pro se*) litigant, are to be given a liberal construction of intent, Pa.R.C.P., Rule 126, as far as is possible so as to "secure the just, speedy and inexpensive determination of every action or proceeding" and to assure that the "substantial rights of the parties" are upheld. ***The Plaintiff is a pro per litigant, and not held to the same stringent standards as licensed attorneys, as long as the court can reasonably read the pleadings and use common sense in the relief being sought,*** **despite failure to cite proper legal authority, poor syntax and sentence construction, confusion of legal theories**, and **unfamiliarity with pleading requirements**. **Haines v. Kerner,** 404 U.S. 519, 92 S.Ct. 594, 30 L.Ed.2d 652 (1972); **Boag v. MacDougall,** 454 U.S. 364, 102 S.Ct. 700, 70 L.Ed.2d 551 (1982). ***These principles and legal case law maxims long established*** **would also extend to the rules and procedures for Discovery for a liberal construction of the purpose and intent of the Requests for Admissions** ***so as not to require rigid extreme application of said rules and effectively prevent a pro se litigant from obtaining and thwarting his due process rights to discovery by objecting to EVERY request for admission on a set of very rigid extremely stringent technicalities, as long as the requests and their intent of the request are understandably worded and reasonably clear.***

WHEREFORE, for all the above reasons, the Plaintiff hereby submits this Motion for Leave of Court to reformat, reword and resubmit his original requests for admissions as supplemental and/or new requests for admissions so as to help resolve the remaining issues and move forward in the case, and hereby humbly prays that said motion be GRANTED.

Respectfully submitted,

Dated: March 24, 2009 by David L. Nearhood

David L. Nearhood, *in propria persona*
Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **Motion for Leave of Court to Conduct Additional Discovery and Resubmit Requests for Admission from Round 1 of Discovery to Clarify Requests and Remove Objections by Defendant Per Previous Reservation of Rights by Plaintiff**, are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: March 24, 2009 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on March 24, 2009, a copy of the attached MOTION FOR LEAVE OF COURT TO CONDUCT ADDITIONAL DISCOVERY AND RESUBMIT REQUESTS FOR ADMISSION FROM ROUND 1 OF DISCOVERY TO CLARIFY REQUESTS AND REMOVE OBJECTIONS BY DEFENDANT PER PREVIOUS RESERVATION OF RIGHTS BY PLAINTIFF by depositing a true and correct copy in the U.S. Mail to:

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

with a copy to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Respectfully submitted,

Dated: March 24, 2009 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

FILED 3cc
01:31:30 PM
MAR 24 2009
William A. Shaw
Prothonotary/Clerk of Courts

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

PLAINTIFF'S REQUEST FOR ADMISSIONS NO. 3 TO DEFENDANT CITIZEN'S AUTO FINANCE CORP.

NOW COMES the Plaintiff, David L. Nearhood, and files this within Plaintiff's Requests for Admissions No. 3 to Defendant Citizen's Auto Finance Corp. Plaintiff hereby gives **Mandatory Judicial Notice** to this Court AND to all parties concerned that these Requests for Admissions No. 3 are supplemental and/or new requests for admissions; and that Plaintiff has now invoked and does hereby invoke, as a remedy to Defendant Citizen's Auto Finance Corp.'s and the Court's actions, Plaintiff's previously reserved rights to resubmit as either new or supplemental requests for admissions his original Request for Admissions No. 1 served on August 26, 2008, in Plaintiff's Round 1 of Discovery in the event that Plaintiff's Motion for Sanctions and Motion for Determined Ruling, was denied and Defendant's Motion to Withdraw

or Amend Admissions was granted.

Plaintiff herein gives further **Constructive Judicial Notice**, as he has previously stated and reserved his rights to, that Plaintiff will and has in fact changed the form of the supplemental (or new) requests for admission in this Requests for Admission No. 3, so as to remove Defendant's pretexts for objections in the original Requests for Admissions No. 1. The Plaintiff now herein reminds the Defendant party as well as the Court that the Pennsylvania Rules of Civil Procedure as well as Pennsylvania and Federal Case Law (and other states too) specify that the rules of court or procedure for a party, and especially an *in pro per* (*pro se*) litigant, are to be given a liberal construction of intent, Pa.R.C.P., Rule 126, as far as is possible so as to "secure the just, speedy and inexpensive determination of every action or proceeding" and to assure that the "substantial rights of the parties" are upheld. ***The Plaintiff is a pro per litigant, and not held to the same stringent standards as licensed attorneys, as long as the court can reasonably read the pleadings and use common sense in the relief being sought,*** **despite failure to cite proper legal authority, poor syntax and sentence construction, confusion of legal theories,** and **unfamiliarity with pleading requirements**. **Haines v. Kerner,** 404 U.S. 519, 92 S.Ct. 594, 30 L.Ed.2d 652 (1972); **Boag v. MacDougall,** 454 U.S. 364, 102 S.Ct. 700, 70 L.Ed.2d 551 (1982). ***These principles and legal case law maxims long established*** **would also extend to the rules and procedures for Discovery for a liberal construction of the purpose and intent of the Requests for Admissions** ***so as not to require rigid extreme application of said rules and effectively prevent a pro se litigant from obtaining and thwarting his due process rights to discovery by objecting to EVERY request for admission on a set of very rigid extremely stringent technicalities, as long as the requests and their intent of the request are understandably worded and reasonably clear.***

Plaintiff further reserves the right to supplement its Requests for Admissions or to move the Court for a status conference on this issue of discovery, in order to expedite this process and help the Court to prevent further delay.

INSTRUCTIONS

Plaintiff demands that Defendant 2, Citizen's Auto Finance Corp., answers and respond to the following Request for Admissions pursuant to Pa. Rules of Civil Procedure, Rule 4014.

You are requested to admit the truth of each of the statements of fact hereinafter stated. You are instructed that:

1. These requests are made under Pennsylvania Rules of Civil Procedure 4001, et seq., and each of these matters of which an admission is requested shall be be deemed admitted unless your sworn statement in compliance with such Rules is timely made.

2. If you do not admit each of such statements, you must specifically deny each one not admitted or set forth in detail the reasons why you cannot truthfully either admit or deny each such matter.

3. Your answer, signed and properly verified, must be delivered to the undersigned party of record, the Plaintiff, within thirty (30) days after delivery hereof.

4. If you fail or refuse to admit the truth of any such statement of fact and the Plaintiff thereafter proves the truth thereof, you may be required to pay the reasonable expenses incurred in making such proof, including attorney's fees, Plaintiff's costs, witness expenses, etc.

5. If, in response to any of the following statements of fact, it is your position that the statement is true in part or as to some items, but not true in full or as to all items, then answer separately as to each part or item.

6. If you have been sued in more than one capacity or if your answers would be different if answered in any different capacity, such as partner, agent, corporate officer or director or the like, then you are requested to answer separately in each such capacity. Failure to do so constitutes an admission in any such capacity.

7. In these Requests for Admissions:

   A. The word "**persons**" means all entities, and, without limiting the generality of the foregoing, includes natural persons, joint owners, associations, companies, partnerships, joint ventures, trusts, and estates; and

B. The word "**documents**" means all written, printed, recorded, graphic, or photographic matter, or, sound reproductions, however produced or reproduced, pertaining to any matter to the subject matter indicated; and

C. The word "**identity**", "**identify**", "**identification**", when used with respect to a person(s) means to state the full name and present or last known address and business address of such person(s) and, if an actual person, his present or last known job title, and the name and address of his present or last known employers; and

D. The word "**identity**", "**identify**", "**identification**", when used with respect to a date, subject matter, name(s) or person(s) that wrote, signed, initialed, dictated or otherwise participated in the creation of the same, means the name(s) of the addressee or the addresses if any and the name(s) and address(es) of each person who have possession, custody, and control of said document(s). If any such document was, but is no longer in your possession, custody; or control, or in existence, state the date and manner of its disposition; and

E. The word "**identify**", when used with respect to a act (including an alleged offense), occurrence, statement, or conduct (hereinafter collectively called "act"), means to (1) describe the substance of the event or events constituting such an act, and to state the date when such act occurred; (2) identify each and every person(s) participating in such an act; (3) identify all other person(s) (if any) present when such act occurred; (4) state whether any minutes, notes, memoranda, or other record of such act was made; (5) state whether such record now exists; and (6) identify the person(s) presently having possession, custody or control of such record.

F. The word "**holder**" when used, means an individual or entity that has an ownership or legal possession of or an assigned or transferred security interest in a negotiable instrument, or in a promissory note in the case of a loan or finance agreement, or security, or other document of title; and

G. The term "**holder in due course**" when used, means under the Uniform Commercial Code, one who has given value (such as money or other property) in exchange for the possession as a "**holder**" of a negotiable instrument or a promissory note in the case of a loan or finance agreement, and is unaware of any defects in title; and

H. The word "**fiduciary**" (and the term "**fiduciary duty**") when used, means one involved in a legal relationship of confidence or trust between two or more parties, most commonly a *trustee* and a *principal, beneficiary* or other third party; and the "fiduciary duty" arises where the two or more parties are involved in a joint venture for profit that is carried out in the manner of a partnership where fiduciary relationships can and will arise; and

I. The term "**fiduciary duty**", as defined in this requests for admissions, is a legal relationship of confidence or trust between two or more parties, most commonly a *trustee* and a *principal* or *beneficiary* (as the third party); but including and not limited to the case of a commercial relationship established for profit in a corporate partnership or joint venture between an *assignor* or *transferor* (as the second party), and an *assignee* or a *transferee* (as the first party) with an designated or contractual duty of the first two parties to a contract or business agreement whether formally or informally, to assign or transfer, (and accept the same between said parties), an interest or a security interest against legal title or a legal ownership title document; and where the *trustee* is the designated *assignee* and the lien holder of the security interest against money or to property (such as real estate or a motor vehicle) of the *principal*, *beneficiary* or the third party or other legal owner named in the title document, and holding the lien in trust on said property for the benefit of the aforesaid *principal*, *beneficiary*, third party or other legal owner of the property; and

J. The term "**rescission**" when used, means the act of revoking, repealing, canceling, abolishing, recalling, retracting, annulling, abrogating, disclaiming, renouncing, repudiating, withdrawing from, taking back signature or assent or acceptance of a contract, or nullifying, voiding, invalidating, declaring null and void, negating, removing, undoing, erasing, expunging, obliterating, quashing, vacating, disowning, dismissing, denying, abjuring, reversing, countermanding, or recanting of a contract, by service of written notice upon a party; and

K. The term "**revocation**" when used, means the act of rescinding, repealing, canceling, abolishing, recalling, retracting, annulling, abrogating, disclaiming, renouncing, repudiating, withdrawing from, taking back signature or assent or acceptance of a contract, or nullifying, voiding, invalidating, declaring null and void, negating, removing, undoing, erasing, expunging, obliterating, quashing, vacating, disowning, dismissing, denying, abjuring, reversing, countermanding, or recanting of a contract, by service of written notice upon a party; and

L. The term "**acceptance**" or "**accepting**" or "**accepted**" when used, means the act, express or implied, by which one approves or accepts an obligation, offer, contract, etc., from another party together with all its legal consequences; and

M. The term "**debtor**" when used, means a purchaser or borrower who has obtained a loan with a promissory debt note from a lender, bank or other financial institution who approves or accepts a contract after execution from the purchaser or borrower to finance a purchase on the [retail] installment contract or note; and

N. The term "**seller**" when used, means a dealer or vendor and one who sells or initiates contracts to sell goods, and the one who assigns or transfers property as a result of a sales contract or finance agreement with a lender, bank or other financial institution.

8. Unless otherwise indicated, all Requests herein relate to those certain events, persons, and period of time more fully described in the pleading in this case.

9. These requests are of a continuous nature.

Note 1 to Defendant: The Retail Installment Contract contains the following concise language: "ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR". Now, please refer to the definitions for **"Holder"** and **"Holder in Due Course"**, **"Debtor"** and **"Seller"** in the **"INSTRUCTIONS"** at Paragraphs "7-F" , "7-G", "7-M" and "7-N", respectively, on Pages 4 and 5, above, **and answer the following statements of fact with your either "admitted" or "denied" response**:

REQUEST FOR ADMISSION NO. 1:
1) Referring to the above definitions, the Defendant Citizen's Auto Finance Corp. is the Holder described in the Retail Installment Contract between itself and the Plaintiff (David L. Nearhood).

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 1 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial, and please identify the Holder of the Contract, if any.

REQUEST FOR ADMISSION NO. 2:
2) Referring to the above definitions, the Defendant Citizen's Auto Finance Corp. is the Holder in Due Course described in the Retail Installment Contract between itself and the Plaintiff (David L. Nearhood).

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 2 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial, and please identify the Holder in Due Course of the Contract, if any.

REQUEST FOR ADMISSION NO. 3:
3) Referring to the above definitions, the Defendant Citizen's Auto Finance Corp. considers the Plaintiff David L. Nearhood as the Debtor in the Retail Installment Contract between itself and the Plaintiff (David L. Nearhood).

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 3 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 4:
4) Referring to the above definitions, the Defendant Citizen's Auto Finance Corp. considers the Defendant Rider Ford, Inc. as the Seller in the Retail Installment Contract between itself, the Plaintiff (David L. Nearhood), and the Defendant Rider Ford, Inc.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 4 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 5:

5) Referring to the above definitions, and to the above Note 1 to Defendant, and in accordance with the Retail Installment Contract provisions contained therein, the Defendant Citizen's Auto Finance Corp. considers itself subject to any and all claims or defenses which the Debtor could assert against the Seller of goods or services obtained pursuant thereto or with the proceeds thereof.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 5 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

Note 2 to Defendant: The Retail Installment Contract contains a Seller's Assignment Clause. Now, please refer to the definitions for "**acceptance**" or "**accepting**" or "**accepted**" in the "**INSTRUCTIONS**" at Paragraph "7-L"and "7-M" and "7-N", respectively, on Page 5, above, **and answer the following statements of fact with your either "admitted" or "denied" response**:

REQUEST FOR ADMISSION NO. 6:
6) Referring to the above definitions, the Defendant Citizen's Auto Finance Corp. accepted or approved a Retail Installment Contract after execution from the Debtor or Purchaser-Borrower, David L. Nearhood, the Plaintiff.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 6 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 7:
7) Referring to the above definitions, the Defendant Rider Ford, Inc., Seller, is the "Assignor" or transferor of the security interest in the motor vehicle (truck) in the Retail Installment Contract to the Defendant Citizen's Auto Finance Corp.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 7 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 8:
8) Referring to the above definitions, the Defendant Rider Ford, Inc., Seller, is the "Assignor" or transferor of the security interest in the motor vehicle (truck) in the Buyer's Order (agreement) to the Defendant Citizen's Auto Finance Corp.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 8 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 9:
9) The Retail Installment Contract of the Defendant Citizen's Auto Finance Corp. is an integrated contract with the Buyer's Order (agreement) from the Defendant Rider Ford, Inc.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 9 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 10:
10) Referring to the above definitions, the Defendant Citizen's Auto Finance Corp., Holder, is the "Assignee" of the security interest in the motor vehicle (truck) in the Retail Installment Contract and Buyer's Order (agreement) from the Defendant Rider Ford, Inc.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 10 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 11:
11) Referring to the above definitions, the Defendant Citizen's Auto Finance Corp., Holder, is the transferee of the security interest in the motor vehicle (truck) in the Retail Installment Contract and Buyer's Order (agreement) from the Defendant Rider Ford, Inc., Seller-Dealer.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 11 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

Note 3 to Defendant: The Retail Installment Contract contains the following concise language: "ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR"; and a Seller's Assignment Clause. Now, please refer to the definitions for "**Holder**", "**Holder in Due Course**", "**Debtor**", "**Seller**", "**fiduciary**" and "**fiduciary duty**" in the "**INSTRUCTIONS**" at Paragraphs "7-F", "7-G", "7-H", "7-I", "7-M" and "7-N", respectively, on Pages 4 and 5, above, **and answer the following statements of fact with your either "admitted" or "denied" response:**

REQUEST FOR ADMISSION NO. 12:
12) Referring to the above definitions, the Defendant Citizen's Auto Finance Corp. stood as a fiduciary to the Plaintiff in regards to having a common security interest and contractual duty as a lien holder with the vehicle title, insurance, licensing and registration of the secured collateral property, (the truck).

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 12 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 13:
13) Referring to the above definitions, the Defendant Citizen's Auto Finance Corp. had a fiduciary duty to the Plaintiff in regards to having a common security interest and contractual duty as a lien holder with the vehicle title, insurance, licensing and registration of the secured collateral property, (the truck).

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 13 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 14:

14) Referring to the above definitions, the Defendant Citizen's Auto Finance Corp. had a duty or responsibility to the Plaintiff in regards to being a lien holder to see to it that Defendant Rider Ford, Inc. obtained a vehicle title, licensing and registration of the secured collateral property, (the truck) for the Plaintiff on time.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 14 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 15:

15) Referring to the above definitions, the Defendant Citizen's Auto Finance Corp. had a fiduciary duty in regards to being the "Assignee" party in the Retail Installment Contract and Buyer's Order (agreement).

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 15 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 16:
16) Referring to the above definitions, the Defendant Citizen's Auto Finance Corp. had a duty in regards to being the "Assignee" party in the Retail Installment Contract and Buyer's Order (agreement).

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 16 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 17:
17) Referring to the above definitions, the Defendant Citizen's Auto Finance Corp. had a fiduciary duty in regards to being obligated to look out for its mutual best interests with Plaintiff (David L. Nearhood) as to any warranties, representations or covenants.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 17 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 18:
18) The Defendant Citizen's Auto Finance Corp. at least had a general responsibility or duty to look out for its mutual best interests with Plaintiff (David L. Nearhood) as to any warranties, representations or covenants.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 18 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 19:
19) The Defendant Citizen's Auto Finance Corp. at least had a general responsibility or duty to disclose to the Plaintiff (David L. Nearhood) any untruths, incomplete or inaccurate contract forms, or material breach of contract, etc., it may have discovered, committed by Seller or committed between the Seller and Buyer.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 19 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 20:
20) Referring to the above definitions, the Retail Installment Contract creates a contractual responsibility by the Assignee, the Defendant Citizen's Auto Finance Corp., to exercise a fiduciary interest and oversight over the Seller and the Seller's activities.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 20 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 21:
21) Referring to the above definitions, the Retail Installment Contract creates an independent duty by the Assignee, the Defendant Citizen's Auto Finance Corp., to exercise an oversight over the Seller and the Seller's activities.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 21 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 22:
22) Referring to the above definitions, the Retail Installment Contract creates a contractual responsibility by the Assignee, the Defendant Citizen's Auto Finance Corp., to see that the Seller adheres to all the Contractual requirements, provisions, warranties, representations and covenants.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 22 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 23:
23) Referring to the above definitions, the Retail Installment Contract creates an independent duty by the Assignee, the Defendant Citizen's Auto Finance Corp., to see that the Seller adheres to all the Contractual requirements, provisions, warranties, representations and covenants.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 23 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 24:
24) The Retail Installment Contract states that each of the warranties, representations and covenants within the Contract (by the Seller) is material to acceptance of the Contract by Defendant Citizen's Auto Finance Corp. as the assignee.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 24 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 25:
25) The acceptance of the Contract by Defendant Citizen's Auto Finance Corp. as the assignee is contingent upon adherence by the Seller to all its requirements and provisions.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 25 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 26:
26) The Defendant Citizen's Auto Finance Corp. in their Retail Installment Contract, properly adhered to all its terms and provisions.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 26 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 27:
27) The Defendant Citizen's Auto Finance Corp., did not disclose to the Plaintiff (David L. Nearhood) any of the following: incomplete or inaccurate Retail Installment Contract forms or Buyer's Order forms, and if a truck or recreational vehicle, any blanks on the GVWR lines, other body description lines, and major items of equipment sold, if any, on the Contract forms.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 27 is "DENIED" for any or all parts of your answer above, then please identify which parts are admitted and which parts are denied, and for each part denied, please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 28:
28) The Defendant Citizen's Auto Finance Corp. was duty bound to watch out for the best interests of the Plaintiff (David L. Nearhood); "best interests of the Plaintiff" being defined as those interests affecting the Plaintiff and his rights with respect to all the requirements, provisions and terms for warranties, representations. and covenants contained within the Retail Installment Contract.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 28 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 29:
29) The Defendant Citizen's Auto Finance Corp. did not disclose any material facts for any possible existing violations of the Retail Installment Contract and/or the Buyer's Order (agreement) by the Seller to the Plaintiff David L. Nearhood, and particularly for any discrepancies or omissions on the GVWR lines.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 29 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 30:
30) The Defendant Citizen's Auto Finance Corp. did not disclose any material facts for any possible existing violations of the Retail Installment Contract and/or the Buyer's Order (agreement) by the Seller to the Plaintiff David L. Nearhood, and particularly for any discrepancies or omissions on the signature lines.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 30 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 31:
31) The Defendant Citizen's Auto Finance Corp. did not disclose any material facts for any possible existing violations of the Retail Installment Contract and/or the Buyer's Order (agreement) by the Seller to the Plaintiff David L. Nearhood, and particularly for any discrepancies or omissions on those lines related to notarization.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 31 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 32:
32) The Defendant Citizen's Auto Finance Corp. fulfilled their fiduciary duty and met all requirements and terms of the Retail Installment Contract, "fiduciary" and "fiduciary duty" being as defined in the definitions section of the "INTRODUCTION" at Paragraphs "7-H" and "7-I" on Page 4, above.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 32 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 33:
33) A representative of the Defendant Citizen's Auto Finance Corp. did not sign the finance agreement contract.

[Note: This Request for admission was previously admitted and no further response is required.]

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 33 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 34:
34) There is a delegation of legal authority available that can be shown authorizing Thomas Dry or other Rider Ford representative or agent in proxy for Citizen's Auto Finance Corp. agent to sign the Retail Installment Contract.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 34 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial. If the answer to the REQUEST FOR ADMISSION NO. 34 is "ADMITTED", then please supply a copy to Plaintiff of the Delegation of Authority.

REQUEST FOR ADMISSION NO. 35:
35) The Defendant Citizen's Auto Finance Corp. never directly returned via the U.S. Mail or other mode of delivery, a **signed**, **true** and **complete** copy of the finance agreement, without any blanks on the GVWR or other body description-major items of equipment sold lines, from its offices to the Plaintiff.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 35 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 36:
36) The purchase agreement dates indicated May 31, 2007, in the Defendant's pleading served 12/20/2007, and entitled "Answer, New Matter, New Matter Pursuant to Pa.R.C.P. 2252(d) and Counterclaim", at Counterclaim Count I - In Replevin, Paragraph 48; and Counterclaim Count II - In Contract for In Personam Damages, Paragraphs 52 and 54; therein.

[Note: This Request for admission was previously admitted and no further response is required.]

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 36 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

Note 4 to Defendant: The next Requests for Admission concerns Plaintiff's letter he served Defendant a copy regarding rescission and revocation of the Contract of Defendant. Now, please refer to the definitions for "**Rescission**", "**Revocation**", "**Acceptance**", "**Accepting**", and "**Accepted**", in the "**INSTRUCTIONS**" at Paragraphs "7-J", "7-K", and "7-L", respectively, on Page 5, above, **and answer the following statements of fact with your either "admitted" or "denied" response:**

REQUEST FOR ADMISSION NO. 37:
37) The Defendant Citizen's Auto Finance Corp. received a letter served on or about June 6, 2007 by and from Plaintiff via U.S. Certified Mail stating it was a notice of rescission and revocation of the acceptance of the Retail Installment Contract, which was amended later.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 37 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 38:
38) There are other documents received by Defendant Citizen's Auto Finance Corp. from Defendant Rider Ford, Inc. besides the ones in the original Complaint filed by Plaintiff.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 38 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial. If the answer to REQUEST FOR ADMISSION NO. 38 is "ADMITTED", then please identify each and every document received by Defendant Citizen's Auto Finance Corp. from Defendant Rider Ford, Inc. that is different from the ones in the original Complaint filed by Plaintiff, and please supply copies of same to the Plaintiff.

REQUEST FOR ADMISSION NO. 39:
39) The legal documents the Defendant Citizen's Auto Finance Corp. received from Defendant Rider Ford are complete in all details.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 39 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial and explain which documents are incomplete.

REQUEST FOR ADMISSION NO. 40:
40) The legal documents the Defendant Citizen's Auto Finance Corp. received from Defendant Rider Ford are complete with no blanks in the GVWR section, or in other sections for body description-major items of equipment sold, if any, where indicated data or information is to be supplied.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 40 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial and explain which documents are incomplete and which parts or sections are missing data or other information.

REQUEST FOR ADMISSION NO. 41:
41) The documents Defendant Citizen's Auto Finance Corp. received from Defendant Rider Ford are complete and all notarized where indicated they should be on all the forms and documents Defendant Citizen's Auto Finance Corp. now has in their possession, custody or control.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 41 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial and explain which documents Defendant Citizen's Auto Finance Corp. has in their possession, custody or control that have notarization lines or areas for notarization and which parts or documents are missing notarization or other information.

REQUEST FOR ADMISSION NO. 42:
42) The legal documents Defendant Citizen's Auto Finance Corp. received from Defendant Rider Ford are complete.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 42 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 43:
43) The legal documents Defendant Citizen's Auto Finance Corp. received from Defendant Rider Ford have all legible signatures where required.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 43 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 44:
44) The Citizen's Auto Finance Corp. Retail Installment Contract is an Integrated agreement, properly adhered to the Buyers Order in all respects.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 44 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 45:

45) There is no contract paperwork sent via regular mail or electronic email or fax information generated that Defendant Citizen's Auto Finance Corp. now has in its possession, custody or control from Defendant Rider Ford sent to the Defendant Citizen's Auto Finance Corp. that, to the Defendant's knowledge, is different from what the Plaintiff has served on Citizen's Auto and made known to the courts.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 45 is "DENIED", then please give details and explain your facts as to why it is denied, please identify what they are and supply copies of all such paperwork or electronic information different from what the Plaintiff has served on Defendant or made known to the courts, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 46:

46) There is no title or registration paperwork sent via regular mail or electronic email or fax information generated that Defendant Citizen's Auto Finance Corp. now has in its possession, custody or control from Defendant Rider Ford sent to the Defendant Citizen's Auto Finance Corp. that, to the Defendant's knowledge, is different from what the Plaintiff has served on Citizen's Auto and made known to the courts.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 46 is "DENIED", then please give details and explain your facts as to why it is denied, please identify what they are and supply copies of all such paperwork or electronic information different from what the Plaintiff has served on Defendant or made known to the courts, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 47:
47) There is no contract or title or registration paperwork sent via regular mail or electronic email or fax information generated paperwork received, and now in the Defendant Citizen's Auto Finance Corp.'s possession, custody or control, sent from the Defendant Rider Ford, Inc.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 47 is "DENIED", then please give details and explain your facts as to why it is denied, please identify what it is and supply copies of all such paperwork or electronically generated information received, from the Defendant Rider Ford, Inc., and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 48:
48) The Defendant Citizen's Auto Finance Corp. is not aware of any information in its custody, control or possession in this case and with respect to this transaction for the truck, of any laws, legal rules or breach of the Seller's Assignment Clause that have been broken by Defendant Rider Ford.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 48 is "DENIED", then please give details and explain your facts as to why it is denied, please identify what laws or legal rules or breach of the Seller's Assignment Clause you are aware that have been broken by Defendant Rider Ford, or any violations of the rules and regulations that are required., and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 49:
49) The Defendant Citizen's Auto Finance Corp. was not aware that the GVWR was not listed and specified on the Retail Installment Contract forms and was left blank when the forms were transferred to its custody, possession, knowledge or control by Defendant Rider Ford.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 49 is "DENIED", then please give details and explain your facts as to why it is denied, please identify when did the Defendant Citizen's Auto Finance Corp. first become aware of the omission of the GVWR term of the contract, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 50:
50) The Defendant Citizen's Auto Finance Corp. noticed the missing GVWR on the Retail Installment Contract forms transferred to its custody, possession, knowledge or control by Defendant Rider Ford, Inc.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 50 is "DENIED", then please explain why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 51:
51) The Defendant Citizen's Auto Finance Corp. took action to enforce the Seller's Assignment Clause in the Retail Installment Contract against Defendant Rider Ford.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 51 is "DENIED", then please give details and explain your facts as to why it is denied, please explain why no action was ever taken by the Defendant Citizen's Auto Finance Corp., and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 52:
52) The Defendant Citizen's Auto Finance Corp. was not aware of Plaintiff's prior claim, from documents transferred into its possession, custody, knowledge or control by Defendant Rider Ford, Inc., that no notarization was done in the presence of the Plaintiff on the contract forms and documents.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 52 is "DENIED"and Defendant Citizen's Auto Finance Corp. was aware that no notarization was done in the presence of the Plaintiff, then please give details and explain your facts as to why it is denied and why the Defendant Citizen's Auto Finance Corp. accepted the contract without notarization being done in the Presence of the Plaintiff, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 53:
53) The Defendant Citizen's Auto Finance Corp., from documents transferred into its possession, custody, knowledge or control by Defendant Rider Ford, Inc. in this case and with respect to this transaction for the truck, is not aware of any laws or legal rules that were violated and were not adhered to.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 53 is "DENIED", then please give details and explain your facts as to why it is denied, please identify what laws or legal rules the Defendant Citizen's Auto Finance Corp. is aware of that where violated and were not adhered to, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 54:
54) The Defendant Citizen's Auto Finance Corp., from documents transferred into its possession, custody, knowledge or control by Defendant Rider Ford, Inc., is not aware of any changes of any information , not authorized by Plaintiff, on either the Retail Installment Contract or the Buyers Order.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 54 is "DENIED", then please give details and explain your facts as to why it is denied, please identify what changes of any information, not authorized by Plaintiff, the Defendant Citizen's Auto Finance Corp. is aware of on the Buyers Order or the Retail Installment Contract, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 55:
55) The Defendant Citizen's Auto Finance Corp., from documents transferred into its possession, custody, knowledge or control by Defendant Rider Ford, Inc., is not aware of any additions of any information, not authorized by Plaintiff, on either the Retail Installment Contract or the Buyers Order.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 55 is "DENIED", then please give details and explain your facts as to why it is denied, please identify what additions of any information not authorized by Plaintiff, the Defendant Citizen's Auto Finance Corp. is aware of on the Buyers Order or the Retail Installment Contract, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 56:
56) The Defendant Citizen's Auto Finance Corp., from documents transferred into its possession, custody, knowledge or control by Defendant Rider Ford, Inc., is not aware of any deletions of any information, not authorized by Plaintiff, on either the Retail Installment Contract or the Buyers Order.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 56 is "DENIED", then please give details and explain your facts as to why it is denied, please identify what deletions, not authorized by Plaintiff, of any information the Defendant Citizen's Auto Finance Corp. is aware of on the Buyers Order or the Retail Installment Contract, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 57:
57) The Defendant Citizen's Auto Finance Corp. was aware that the Plaintiff never took legal possession, ("Legal Possession" is defined as titled as legal owner and registered in owner's name), of the vehicle till March 2, 2007.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 57 is "DENIED", then please give details and explain your facts as to why it is denied, please identify when the Defendant Citizen's Auto Finance Corp. did become aware that the Plaintiff never took legal possession, (titled as legal owner and registered in owner's name), of the vehicle till March 2, 2007, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 58:
58) The date of the title Defendant Citizen's Auto Finance Corp. received in the Plaintiff's, (David L. Nearhood's), name was March 2, 2007.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 58 is "DENIED", then please give details and explain your facts as to why it is denied, please identify when was the correct date that the Defendant Citizen's Auto Finance Corp. received title in the Plaintiff's (David L. Nearhood), name, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 59:
59) The Defendant Citizen's Auto Finance Corp. can identify the Transferor's signature on the Odometer Disclosure Statement.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 59 is "DENIED" and the Defendant Citizen's Auto Finance Corp. cannot identify the Transferor's signature on the Odometer Disclosure Statement, then please give details and explain your facts as to why it is denied, and please supply written documentation supporting the denial. If the answer is "ADMITTED", then please identify the Transferor's signature on the Odometer Disclosure Statement.

REQUEST FOR ADMISSION NO. 60:
60) The Defendant Citizen's Auto Finance Corp. reviewed the Retail Installment Contract, the Buyer's Order and all other forms and documentation to ensure they were all accurate, true and correct and complete before accepting the Retail Installment Contract to finance the purchase of the truck.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 60 is "DENIED", then please give details and explain your facts as to why it is denied, and please supply written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 61:
61) The Defendant Citizen's Auto Finance Corp. can identify the corporate officer(s) or person(s) who reviewed the Retail Installment Contract and the Buyer's Order to ensure they were all accurate, true and correct and complete before accepting the Retail Installment Contract to finance the purchase of the truck.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 61 is "DENIED", then please give details and explain your facts as to why it is denied, and please supply written documentation supporting the denial. If the answer to REQUEST FOR ADMISSION NO. 61 is "ADMITTED", then please identify by name, title and capacity and all contact info including the addresses of all the corporate offices of the person(s) or corporate officer(s) who reviewed the Contract forms and documentation.

REQUEST FOR ADMISSION NO. 62:
62) The Defendant Citizen's Auto Finance Corp. can identify the corporate officer(s) or person(s) who reviewed all other forms and documentation in this transaction, not including the Retail Installment Contract and the Buyer's Order, to ensure they were all accurate, true and correct and complete before accepting the Retail Installment Contract to finance the purchase of the truck.

ADMITTED _____

DENIED _____

If the answer to REQUEST FOR ADMISSION NO. 62 is "DENIED", then please give details and explain your facts as to why it is denied, and please supply written documentation supporting the denial. If the answer to REQUEST FOR ADMISSION NO. 62 is "ADMITTED", then please identify by name, title and capacity and all contact info including the addresses of all the corporate offices of the person(s) or corporate officer(s) who reviewed all the other forms and documentation.

Respectfully submitted,

Dated: March 24, 2009 by David L. Nearhood

David L. Nearhood, *in propria persona*
Plaintiff

VERIFICATION

I, _____, in the Title-Capacity of (please print) _____ for the Defendant Citizen's Auto Finance Corp., under penalties of perjury and subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, verify that the foregoing Responses are true and correct to the best of my knowledge, information and belief.

Dated: _____ by _____
Signature / Title - Capacity for Defendant

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on March 24, 2009, a copy of the attached PLAINTIFF'S REQUEST FOR ADMISSIONS NO. 3 TO DEFENDANT CITIZEN'S AUTO FINANCE CORP. by depositing a true and correct copy in the U.S. Mail to:

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

with a copy to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Respectfully submitted,

Dated: March 24, 2009 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

CA

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

DAVID L. NEARHOOD, Plaintiff	*	No. 07-908-CD
vs	*	
RIDER FORD, INC, a/k/a RIDER FORD, and CITIZENS AUTOMOBILE FINANCE CORP., a/k/ a CITIZENS AUTO FINANCE CORP., Defendants	*	

ORDER

AND NOW, this 25th day of March, 2009, the Court being in receipt of the Plaintiff's *pro se* Motion for Leave of Court to Conduct Additional Discovery; the Court notes that Citizens Automobile Finance Corp. previously filed a Motion for Summary Judgment which has already been argued before the Court; the Court further notes that by this Court's Order of January 28, 2009 the Plaintiff was given an additional 30 days in which to conduct discovery. Accordingly, as the Court considers the record to be closed concerning all documents to be considered by the Court relative the Defendant Citizens' Motion for Summary Judgment, it is the ORDER of this Court that the Plaintiff's Motion for Leave of Court to Conduct Additional Discovery be and is hereby DENIED.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

FILED
013:54BA
MAR 25 2009

William A. Shaw
Prothonotary/Clerk of Courts

5

1CC Plff - 1223 Oak Grove Rd. Morrisdale, PA 16858
1CC Atty Stoves/Basdo
1CC Atty Wambrodt
(GW)

FILED

MAR 25 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/25/09

___ You are responsible for serving all appropriate parties.

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

X Plaintiff(s) ___ Plaintiff(s) Attorney ___ Other

___ Defendant(s) X Defendant(s) Attorney

___ Special Instructions:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

Plaintiff

FILED 3cc Plff
9 8:40 Lm
APR 03 2009
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

MOTION TO RECONSIDER
MOTION TO PROCEED FORWARD TO TRIAL AND SET JURY SELECTION AND TRIAL DATE
(in Lieu of the Court Granting Defendant's Motion for Summary Judgment)

COMES NOW the Plaintiff, David L. Nearhood -- *since the Court in its Order of March 3, 2009, Denied as premature (without prejudice) Plaintiff's Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date on the grounds that said motion was premature and since the Court had yet to rule on the Motion for Summary Judgment and since the time for discovery was not yet closed pursuant to prior Court Order; and since now the time for discovery is closed, it being the case that the Court has just issued an Order dated March 25, 2009, stating that the "Court considers the record to be closed concerning all documents to be considered by the Court relative to the Defendant's Motion for Summary Judgment", Plaintiff's*

time for discovery is therefore closed; and it also being the case that the thirty (30) day period from the time of the Court Order of March 3, 2009 for Defendant Citizen's Auto to file amended answers, and any further extensions of time for discovery granted by the Court, has now expired -- **and hereby now resubmits his Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date** with this Motion to Reconsider Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date (the "Motion") [see Brief in Support of Motion to Reconsider Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date] in Lieu of the Court Granting Defendant's Motion for Summary Judgment, and hereby avers as follows:

1. Plaintiff has submitted and stated sufficient triable evidence as a Cause of Action against Defendant Citizen's Auto Finance Corp. in his original Complaint for a breach of the written terms of the finance agreement and of a breach of duty of the holder and/or fiduciary of the Retail Installment Contract for failure of the Defendant to review contract forms for errors and omission of the requisite information and for completeness prior to acceptance of the contract, and the Retail Installment Contract (as well as Buyer's Order) each failed to state and disclose the body, type, gross vehicle weight rating, and major items of equipment sold, on the contract form agreements in the respective "Vehicle Description" or "Description of Vehicle" sections; (**Complaint – Paragraphs 5, 6, 11, 12, 19, 22, 23, 33, 34, 46, 58, 59, Exhibit A, Exhibit B**); - [see Brief in Support of Motion to Reconsider Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date].
2. The Defendant's Preliminary Objections were ruled upon by the Court in favor of the Plaintiff and against Defendant in its Order of October 19, 2007, as to the Court upholding the breach of contract, breach of holder or fiduciary duty and contract fraud

and misrepresentation allegations in Plaintiff's Complaint and forwarding them on as triable issues; - [see Brief in Support of Motion to Reconsider Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date].

3. Plaintiff has also submitted and stated sufficient triable evidence as a Cause of Action against Defendant Citizen's Auto Finance Corp. in his original Complaint that the **first breach** of the contract occurred **prior** to any installment payments being due from Plaintiff, although **a $2000.00 down payment** was made to Defendants and **a 1st payment of $349.88, check # 4895**, was prepared by the Plaintiff to meet his financial obligations. It is the Defendant who committed the first breach of his duties under the finance agreement prior to acceptance of the contract at the very beginning and initial outset as the holder and/or fiduciary of the Retail Installment Contract, per Paragraphs 1 and 2 of this Motion, *ibid, supra.*; -[see Brief in Support of Motion to Reconsider Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date].

4. Plaintiff has also submitted and stated sufficient triable evidence on and for the record, in accordance with the Title 225 Pa. Code - Rules of Evidence, Rule 201 - Judicial Notice; Rules 401-402 - Relevant Evidence; Rule 901 - Authentication; and Rule 902 - Self-Authentication; all in compliance with as a Cause of Action against Defendant Citizen's Auto Finance Corp. in his prior submissions as evidence, and particularly, among other documents, **Plaintiff's Notice of and Supplemental Evidentiary Exhibits No. 1 – Certified Title History and Certified Odometer Document - Exhibit S-1**. The Plaintiff has previously come forth with evidence from this Supplemental Evidentiary Exhibit No. 1, which was filed and submitted into evidence in the record on or about January 3, 2009, BEFORE the Court closed the record in its Order of March 25, 2009

concerning all documents to be considered by the Court relative to the Defendant's Motion for Summary Judgment, as well as evidence in previous pleadings showing the existence of the facts essential to the Plaintiff's cause of action. **Exhibit S-1, Certified Title History and Certified Odometer Document, shows, among other things, the following:** *(Title History and MV-1 Document Defendant Rider Ford Filed with Harrisburg State DMV and that Defendant Citizen's Auto Finance Corp. Accepted Showing Evidence of Defendant Breach and Fraud, Misrepresentation, etc., in Altering Registration GVWR from 9000 lbs Max Rating as Originally Agreed Between Plaintiff and Defendant Rider Ford to 7000 lbs, as found on Page S-1.5 of Exhibit at top of Page, and Other Alterations from Plaintiff's Original MV-1 Exhibit C as Filed in Complaint.).* **This Exhibit S-1, Certified Title History and Certified Odometer Document, also shows, among other things, the following: (1).** ***The Defendant Citizen's Auto Finance Corp. received from PENNDOT/DMV in Harrisburg, PA, its original Certificate of Title for a Vehicle, (described as a New 2006 Ford Truck, S-DTY F-250, REG CAB, VIN No. 1FTNF21506EB63026) with the thereon printed DATE PA TITLED and the DATE OF ISSUE of the Title beyond thirty (30) days from the Date of Purchase of the vehicle*****; (2).** ***At Exhibit S-1, Page S-1.1, the page shows a certification for documents attached thereto from Anita M. Wasko, Director Bureau of Motor Vehicles*****; (3).** ***At Exhibit S-1, Page S-1.1, the page shows a VIN Number 1FTNF21506EB63026 for documents attached thereto from Anita M. Wasko, Director Bureau of Motor Vehicles*****; (4).** ***At Exhibit S-1, Pages S-1.1, S-1.3, S-1.5, S-1.6, S-1.10, S-1.11, S-1.12, and S-1.13; the pages there on the page numbers in question bear an apparent date stamp or code of "094021 FEB 02 2007"; (Note: The Plaintiff believes this code has been***

fraudulently misrepresented and backdated from March 2, 2007 by exactly 30 days and believes proof can be offered via subpoena of Ms. Wasko at trial and prove it.); **(5).** ***At Exhibit S-1, Pages S-1.5, S-1.11, and S-1.12; the pages there on the page numbers in question at the top left of the pages in the boxes therein, bear apparent evidence they are "MV-1" Applications for Certificate of Title Forms***; **(6).** ***At Exhibit S-1, Pages S-1.5, S-1.11, and S-1.12; the pages there on the page numbers in question at the top center of the pages in the box stating "Vehicle Identification Number" state a typed printed Vehicle Identification Number within***; **(7).** ***At Exhibit S-1, Pages S-1.5, S-1.11, and S-1.12; the Vehicle Identification Number typed in the spaces there at the top center of the pages in the box stating "Vehicle Identification Number" matches the VIN Number stated on the Defendant's Retail Installment Contract***; and, **(8).** ***At Exhibit S-1, Pages S-1.5, S-1.11, and S-1.12; the pages there on the page numbers in question bear an apparent date stamp or code of "094021 FEB 02 2007"in the lower right corner in the box where it states "MESSENGER NUMBER" (Note: As stated above, the Plaintiff believes this code has been fraudulently misrepresented and backdated from March 2, 2007 by exactly 30 days and believes proof can be offered via subpoena of Ms. Wasko at trial and prove it.).*** **This evidence, among other things, shows** ***that Defendant Citizen's Auto Finance Corp. also failed to check upon the paperwork with either Rider Ford or the PA DMV or PennDot within the 20 day time alloted from day of purchase or even ever at all***, and ***that Defendant Citizen's Auto Finance Corp. also failed to review contract forms for completeness, errors and omission of the requisite information, including but not limited to the GVWR, and to check for completeness prior to acceptance of the contract***. These actions or the lack

thereof by the Defendant Citizen's Auto Finance Corp, as originally stated in Plaintiff's Complaint, have damaged the Plaintiff and caused loss of income, storage and insurance costs and other expenses incurred as a result, etc.; - [see Brief in Support of Motion to Reconsider Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date].

5. Plaintiff previously sent both his Notice(s) of Rescission and Revocation of Acceptance of Contract (which Plaintiff subsequently amended both Notices by two Notices of Correction of Record with the Court to correct clerical errors in the documents) of both the Contracts to each Defendant, for the Buyer's Order and/or the Contract to Defendant Rider Ford, Inc.; and also for the Retail Installment Contract and/or Finance Agreement the Rescission was sent to the Defendant Citizen's Auto Finance Corp. per the U.C.C. and Pennsylvania statutory revocation procedures, as soon as Plaintiff discovered the breach of contract and breach of duty and fraud, misrepresentation, etc., and determined that he was not going to be able to get redress of his problems with the motor vehicle he purchased to fix the breach of agreement with either Defendant; and Plaintiff has also submitted these Notice of Rescission and Revocation of Acceptance of Contract documents into evidence in the Court record, and particularly, Plaintiff has stated sufficient facts of these as triable evidence as a Cause of Action against Defendant Citizen's Auto Finance Corp. in his original Complaint; (**Notice of Supplemental Evidentiary Exhibits No. 3 - Exhibit S-5, Exhibit S-6**); - [see Brief in Support of Motion to Reconsider Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date].

6. The Defendant; in his Motion for Summary Judgment, in his Answer and New Matter and New Matter Pursuant to Pa.R.C.P., Rule 2252(d), and Counterclaim, and in the Court

for Plaintiff's Rule to Show Cause at the hearing on January 22, 2009, and as established in Plaintiff's Motion for Clarification on Prior Discovery Issues and for a Ruling on Prior Motions; stated and argued essentially the same facts and presented nothing new other than what the Court had already previously ruled upon in Defendant's Preliminary Objections in favor of Plaintiff and against Defendant in its Order of October 19, 2007, with respect to triable issues that should be forwarded on per Paragraph 2, of this Motion, *ibid, supra.*

7. Plaintiff has also submitted and received and filed, sufficient triable evidence in Plaintiff's completed Round 1 of Discovery and Round 2 of Discovery for breach of contract, breach of duty, and contract fraud, misrepresentation, etc., as a Cause of Action against Defendant Citizen's Auto Finance Corp., for the Plaintiff's Requests for Admissions #1 and Requests for Admissions #2, respectively, that on his end will comply, within the thirty (30) day time limit of the Court's Order of January 28, 2009; - [see Brief in Support of Motion to Reconsider Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date].
8. Finally, the Plaintiff's objects to the Attorney for Defendant's Brief in Support of Motion for Summary Judgment not having been submitted and served on the Court by Defendant in time or being on record as filed and served or received into the Court record or received and lodged with the Court Administrator's office in time for the January 22, 2009 hearing, since all the Defendant and the Court had was a Reply Brief from Plaintiff that was timely lodged into the Court Administrator's office to something that did not exist on the record or was not lodged timely prior to the hearing.
9. Plaintiff therefore, due to the events described in Paragraph 8, *supra*, would move the

Court that the Defendant Citizen's Auto Finance Corp. be sanctioned and that the Court should not allow Defendant to have his Brief in Support be considered by the Court in ruling upon Defendant's Motion for Summary Judgment, for cause of Defendant's actions of serving Plaintiff a copy of the Brief and thereby causing an extra burden of waste of time and judicial resources to be expended by the Court and by the Plaintiff of responding with his Reply Brief to what was not received by the Court Administrator in time for the hearing.

WHEREFORE, the Plaintiff for all the above reasons, and in the interests of Justice, hereby respectfully requests and prays this Honorable Court to rule in favor of the Plaintiff and GRANT his Motion to Reconsider Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date in Lieu of the Court Granting Defendant's Motion for Summary Judgment, and to sanction the Defendant for cause to not have his Brief in Support of Motion for Summary Judgment be considered, and for the Court to deny Defendant's Motion for Summary Judgment with Prejudice, and for the Court to forward the case and all the evidence submitted or to be submitted on to trial and to call a status or pre-trial conference as appropriate, set a voir dire date for jury selection and a trial date, and for any and all other relief that this Court deems necessary and appropriate for these purposes.

Respectfully submitted,

Dated: April 3, 2009

by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **Motion to Reconsider Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date in Lieu of the Court Granting Defendant's Motion for Summary Judgment**, are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: April 3, 2009 by David L. Nearhood

David L. Nearhood, *in propria persona*
Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on April 3, 2009, a copy of the attached **Motion to Reconsider Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date in Lieu of the Court Granting Defendant's Motion for Summary Judgment**, by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: April 3, 2009 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

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

DAVID L. NEARHOOD,	*	No. 07-908-CD
Plaintiff	*	
vs	*	
RIDER FORD, INC, a/k/a RIDER FORD, and CITIZENS AUTOMOBILE FINANCE CORP., a/k/ a CITIZENS AUTO FINANCE CORP.,	*	
Defendants	*	

ORDER

AND NOW, this 3rd day of April, 2009, the Court being in receipt of the Plaintiff's *pro se* Motion to Reconsider to Proceed Forward to Trial and Set Jury Selection and Trial Date, the Court notes that Citizens Automobile Finance Corp. previously filed a Motion for Summary Judgment which has not yet been ruled upon by the Court; it is the ORDER of this Court that the Plaintiff's Motion be and is hereby DISMISSED.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

FILED
013:00 BOL
APR 03 2009
William A. Shaw
Prothonotary/Clerk of Courts

6cc Attys: Staver/Bardo Wasmbrodt
cc: D. Nearhood 12230 Oak Grove Rd. Morrisdale, PA 16858

FILED

APR 03 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/3/09

____ You are responsible for serving all appropriate parties.

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

X Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other

____ Defendant(s) X Defendant(s) Attorney

____ Special Instructions:

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

FILED NOCC
m/11:55cm
APR 13 2009
William A. Shaw
Prothonotary/Clerk of Courts

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

No. 2007-908-CD

TYPE OF PLEADING:

DEFENDANT'S MOTION FOR PROTECTIVE ORDER

FILED ON BEHALF OF:
Defendant, Citizens Auto Finance Corp.

COUNSEL OF RECORD OF THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

DEFENDANT'S MOTION FOR PROTECTIVE ORDER

AND NOW, comes the Defendant, Citizens Auto Finance Corp., by and through its counsel, James C. Warmbrodt, Esquire and Weltman, Weinberg & Reis Co., L.P.A., and files the following Motion for Protective Order:

1. Plaintiff served Defendant with its initial Requests for Admissions on or about August 28, 2008.
2. Defendant served Answers and Objections to Plaintiff's Requests for Admissions on October 17, 2008.
3. On November 10, 2008 Plaintiff filed a Motion for Sanctions and Motion for Determined Ruling.
4. On December 8, 2008 Defendant a Motion for Summary Judgment.
5. This Honorable Court heard argument on both Plaintiff's and Defendant's aforesaid motions on January 22, 2009.

6. By its Order of January 28, 2009, this Honorable Court granted Plaintiff's request for additional time to conduct discovery, and directed that discovery be completed within 30 days of the order.
7. On February 17, 2009, Plaintiff served on Defendant Requests for Admissions No. 2, containing 15 separate requests for admissions, and to which were attached exhibits consisting of 53 pages.
8. Defendant served Answers and Objections to Plaintiff's Requests for Admissions No. 2 on March 5, 2009.
9. On February 17, 2009, Plaintiff filed a Motion for Clarification on Prior Issues and for a Ruling on Prior Motions.
10. By its Order of March 3, 2009, this Honorable Court dismissed Plaintiff Motion for Sanctions and Motion for Determined Ruling, and also dismissed Plaintiff's Motion for Clarification on Prior Issues and for a Ruling on Prior Motions.
11. On March 24, 2009, Plaintiff served on Defendant Requests for Admissions No. 3, which requests have been filed with the court and therefore are not attached to Defendant's within motion.
12. Plaintiff's aforesaid Requests for Admissions No. 3 consist of 39 pages containing 62 separate requests for admissions.
13. Plaintiff served the aforesaid Requests for Admissions No. 3 beyond the 30 day period set forth in this Honorable Court's Order of January 28, 2009 without having first obtained leave of court to proceed with further discovery, and said requests are therefore untimely.

14. The substance of the requests contained in Plaintiff's Requests for Admissions No. 3 is identical to that of Plaintiff's initial Requests for Admissions to which Defendant has responded.

15. Plaintiff's Requests for Admissions No. 3 make reference to and incorporate a list of definitions of terms, which definitions consist of conclusions of law.

16. As was the case with Plaintiff's initial Requests for Admissions, Plaintiff's Requests for Admissions No. 3 are improper in the following respects:

    a. Plaintiff's requests require Defendant to admit or to assume conclusions of law, rather than requiring Defendant to admit or deny statements or opinions of fact, or the application of law to fact;

    b. Plaintiff's requests are so general or so vague as to preclude the admission or denial of the requests;

    c. Many of Plaintiff's requests require Defendant to admit matters within the exclusive knowledge, custody or control of Defendant Rider Ford, Inc.; and

    d. Many of Plaintiff's requests are compound in nature, and include more than one of the aforementioned objectionable features.

17. In its Order of March 3, 2009, this Honorable Court ruled that the substance of Plaintiff's requests for admissions were improper.

18. Plaintiff's attempt to make Defendant respond to the identical discovery requests already propounded, which discovery requests this Honorable Court has already found to be improper, reveals Plaintiff's intentional litigation strategy in this matter.

19. Plaintiff's litigation strategy is designed to cause the Defendant the maximum amount of inconvenience, expense and annoyance.

20. Plaintiff's actions in this matter, as set forth above, reflect Plaintiff's bad faith.

21. Defendant would be prejudiced if required to respond to Plaintiff's further discovery requests.

WHEREFORE, Defendant humbly requests that this Honorable Court enter an order pursuant to Pa.R.C.P. 4012 providing that Defendant shall not be required to respond to Plaintiff's Requests for Admissions No. 3, and prohibiting Plaintiff from serving additional discovery requests upon this Defendant absent further Order of Court.

Respectfully Submitted:

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:_____
James C. Warmbrodt, Esquire
PA I.D # 42524
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of Defendant's Motion for Protective Order by First Class Mail, Postage Pre-Paid, on the 6th day of April, 2009, upon the following:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

By:_____
James C. Warmbrodt, Esquire

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

FILED
APR 14 2009
6/2:30/cw
William A. Shaw
Prothonotary/Clerk of Courts
5 Cert to Plff + Deft Atty

ORDER OF COURT

AND NOW, this 13th day of April, 2009, it is ORDERED, ADJUDGED and DECREED that Defendant's Motion For Protective Order filed herein be and hereby is granted, and it is further ORDERED, ADJUDGED and DECREED that Defendant shall not be required to respond to Plaintiff's Requests for Admissions No. 3 filed March 24, 2009, and it is further ORDERED, ADJUDGED and DECREED that Plaintiff shall serve no additional requests for discovery on Defendant, Citizens Auto Finance Corp., without further Order of Court.

By the Court,

J.

DATE: 4-14-09

____ You are responsible for serving all appropriate parties.

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

X Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other

____ Defendant(s) X Defendant(s) Attorney

____ Special Instructions:

FILED

APR 14 2009

William A. Shaw
Prothonotary/Clerk of Courts

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

FILED
APR 23 2009
6/10:40/cw
William A. Shaw
Prothonotary/Clerk of Courts
3 cent to Plaintiff

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

PLAINTIFF'S RESPONSE IN OPPOSITION TO AND MOTION TO RECONSIDER COURT ORDER GRANTING DEFENDANT'S MOTION FOR PROTECTIVE ORDER AND MOTION FOR SANCTIONS

NOW COMES the Plaintiff, David L. Nearhood, and files this within Plaintiff's Response in Opposition to and Motion to Reconsider Court Order Granting Defendant's Motion for Protective Order and Motion for Sanctions, and avers as follows:

Motion for Sanctions

(a). There are Certificate of Service inconsistencies between the alleged date of service of April 6, 2009 that Defendant states he served Plaintiff and Defendant's postmark on his meter stamp of April 7, 2009 on the mailing envelope and the Pittsburgh post office postmark of either April 8 or most likely April 9 on the envelope when they indicated it was actually mailed, and finally the date Plaintiff actually received it which was April 11, 2009. (See Plaintiff's attached

Exhibit 1 – Copy of Defendant's Mailing Envelope – Both Sides). The Defendant has shown a previous inclination, propensity and pattern to play these kind of bad faith delay-of-service games and abuse the service of process system to thereby reduce the amount of time Plaintiff has to respond to Defendant's pleadings and therefore prejudice the Plaintiff, as per Plaintiff's previous **NOTICE OF AND SUPPLEMENTAL EVIDENTIARY EXHIBITS NO.** 2 that he filed with this Court and previously also with Defendant's counterclaim and/or preliminary objections that he similarly delayed serving Plaintiff's copy, and where Plaintiff mentioned it in his responses. The Defendant has now pulled these unethical and illegal process of service tricks three (3) or more times on Plaintiff by delaying putting Plaintiff's copy in the mail by 3 or 4 days later from when he states and verifies under penalty of perjury that he served Plaintiff and thereby prejudicing Plaintiff and damaging him by significantly reducing the amount of time he has to respond to Defendant's pleadings or motions. In this case, the Court granted Defendant's motion on Monday April 13, 2009 (and Plaintiff received a copy of the Order granting Defendant's motion in the mail on Wednesday April 15, 2009) without the reasonable opportunity for Plaintiff to timely serve opposition against Defendant only one (1) business day later before the Court issued the Order not counting weekend days from the day Plaintiff received his copy in the mail April 11, 2009, on his Saturday Sabbath holy day, thereby prejudicing and damaging Plaintiff; and Defendant's said actions and illegal, immoral and unethical tactics has caused Plaintiff to default to Defendant's motion by hindering, delaying, obstructing, tampering and interfering with, and damaging and harming his interests, ability and rights to respond timely. Normally, Plaintiff would have had the standard 5-10 days to respond to Defendant's motion before the Court took action and ruled on it if the Defendant had actually served Plaintiff and placed a copy in the mail on the day he said and certified he did (April 6, 2009), instead of using

the illegal and unethical tactics of delaying 3 or 4 days later before actually serving and placing it in the mail. No doubt the Defendant didn't delay at all filing and serving the Court the same number of days he did Plaintiff since the Court didn't rule on it until seven (7) days later, unless the Court denied the Plaintiff due process and ruled immediately.

(b). Furthermore, the Defendant's motion was fatally defective and completely invalid and should not have been granted by the Court as the Defendant alleged several unverified facts and opinion in his motion against Plaintiff, and he failed to date and verify his Motion under penalty of perjury as required in compliance to and under the Pennsylvania Rules of Civil Procedure.

Defendant should not be rewarded and "protected" from Plaintiff by the Court for deceptively misrepresenting these above facts and others shown below in Paragraphs 1-22 herein, *infra*, by the Court granting his motion, and as the alleged protection Defendant sought was redundant, untimely, spurious and moot in any event, but rather Defendant should be sanctioned for engaging in these illegal, deceptive and unethical tactics.

Plaintiff's Response in Opposition to and Motion to Reconsider Court Order Granting Defendant's Motion for Protective Order

1. Denied. Plaintiff served Defendant by mail with his original Requests for Admissions No. 1 on August 26, 2008. It was received by Defendant on August 28, 2008.
2. Denied as stated. It is admitted that Defendant served a myriad of numerous multiple almost exclusive list of objections to almost all of Plaintiff's Requests for Admissions on October 17, 2008, but served virtually almost no answers to the vast majority of Plaintiff's requests.
3. It is admitted that Plaintiff filed a Motion for Sanctions and Motion for a Determined

Ruling on November 10, 2008 in response to Defendant's actions of evasiveness on Discovery as described in Paragraph 2 above.

4. Admitted as to Defendant's Paragraph 4 of his motion.

5. Admitted as to Defendant's Paragraph 5 of his motion.

6. Denied. The Defendant has misstated and distorted the facts as to the substance of the Court's Order of January 28, 2009. The Defendant has a pattern of distorting and misstating facts and this is yet another instance. Nowhere does the Court infer that discovery will be ruled completed by the Court within 30 days or direct that Discovery be **completed** within 30 days as the Defendant alleges, but rather the Order stated that the parties (both of them) have an additional thirty (30) days to **conduct** (not complete) discovery and to file the same with the record. In point of fact, the Court in its Order of March 3, 2009, ruled that the time for discovery **had not** (yet) been closed pursuant to **prior** court order. Furthermore, the Court **did not** consider the record to be closed concerning additional documents relative to the summary judgment motion until its subsequent Order of March 25, 2009.

7. Partly Admitted and partly Denied as to Defendant's Paragraph 7 of his motion. Plaintiff denies that there are 53 pages because he lacks specific knowledge of the number of pages. By way of further reply, Plaintiff hereby states that the "53 pages of exhibits" Defendant refers to as attached to Plaintiff's Requests for Admissions No. 2 were directly relevant copies of his own counterclaim and retail installment contract plus a copy of certified evidentiary exhibits that Plaintiff had submitted and filed with the Court that Plaintiff obtained from the DMV/PennDot in Harrisburg which Defendant Rider Ford had earlier filed with the DMV/PennDot, and that in the 15 requests for admissions, Plaintiff

was asking for simple admissions or denials of facts shown in the documents to help expedite the litigation.

8. Denied as a misstatement and distortion of the facts by Defendant. The Defendant objected to and engaged in a pattern of obstruction and frustration of Plaintiff's legitimate requests to **every single one** of Plaintiff's Requests for Admissions with the same multiple myriad evasions and with his standard stock form letter type objections that he had engaged in with his first response to Plaintiff's discovery requests of "conclusions of law", "undefined terms", "compound questions", "proprietary work product", "attorney – client privilege", etc. **and refused and failed to answer by admission or denial a single request of Plaintiff's.** As stated above, Plaintiff was asking for simple admissions or denials of facts shown in the documents to help expedite the litigation. In point of fact, almost all of Plaintiff's Requests for Admissions No. 2 were simple well defined non-compound non-vague very clear requests for admissions or denial of facts relative to the exhibits documents that Plaintiff had taken meticulous pains to assure they were single simple questions of obvious fact and none of them contained any "conclusions of law", "vague undefined terms", "compound questions", "proprietary work product", "attorney – client privilege", etc., as the Court can easily see and verify by examining the questions itself. Two of the questions or requests simply asked the Defendant to reveal or admit if any corporate officer had reviewed the retail installment contract documentation for accuracy and completeness or other relevant loan or title documents in its possession prior to accepting the contract with Plaintiff, and asked for the names and addresses of any relevant corporate officers who had done so and reviewed the documents. The latter two questions were legitimate discovery questions and neither of them constituted

"conclusions of law", "vague undefined terms", "compound questions", "proprietary work product", "attorney – client privilege", etc., so that Plaintiff could subpoena said corporate officers as witnesses at trial to give directly relevant testimony and triable evidence, and the Defendant has once again engaged in a pattern of bad faith abuse of the discovery process by deliberately and craftily obstructing and frustrating Plaintiff's attempts at discovery by engaging in this pattern of deception and obfuscation with the Court by numerous multiple evasive frivolous spurious repetitive and inapplicable form-letter type objections as a pretext to hide behind for not answering and denying Plaintiff the legitimate evidence he seeks to obtain. As Plaintiff has respectfully reminded this Honorable Court before, as a pro-se, he is doing as well as he can in good faith and cannot and should not be expected to be held to the same stringent standards as a licensed attorney.

9. Admitted as to Defendant's Paragraph 9 of his motion.

10. Admitted as to Defendant's Paragraph 10 of his motion.

11. It is Admitted that Plaintiff filed and served on March 24, 2009 his Requests for Admissions No. 3. By way of further reply, Plaintiff hereby states that Plaintiff invoked his previously reserved rights from previous pleadings he filed to resubmit as either new or supplemental requests for admissions his original Request for Admissions No. 1 served on August 26, 2008, in Plaintiff's Round 1 of Discovery in the event that Plaintiff's Motion for Sanctions and Motion for Determined Ruling, was denied and Defendant's Motion to Withdraw or Amend Admissions was granted. Plaintiff made that point very clear in his cover letter and in his Requests for Admissions No. 3. Furthermore, Plaintiff also properly noticed all parties that he had in fact changed the format and wording of the

supplemental (or new) requests for admission in this Requests for Admission No. 3, so as to remove Defendant's pretexts for objections in the original Requests for Admissions No. 1.

12. Admitted as to Defendant's Paragraph 12 of his motion.

13. Denied. Plaintiff specifically denies Defendant's statement in his Paragraph 13 of his motion as yet another instance in his pattern of deception and falsification and/or selective omission and distortion of the record and of the facts to attempt misleading the Court as to any alleged need for a "protective" order. By way of further reply and for the record, Plaintiff states in good faith he sought leave of Court to conduct additional discovery on March 24, 2009 with his Motion for Leave of Court to Conduct Additional Discovery and Resubmit Requests for Admission from Round 1 of Discovery to Clarify Requests and Remove Objections by Defendant Per Previous Reservation of Rights by Plaintiff, and further denies Defendant's allegation as pure nonsense, frivolous, spurious and superfluous and in bad faith that said requests are untimely. By the rules of Court and the Pennsylvania Rules of Civil Procedure, in seeking leave of court for additional discovery, the Plaintiff was required to file a copy with the Court of the requests for admissions that he sought permission to require the Defendant to answer, and by those same rules of procedure, anything filed and served upon the Court, a copy of all filings in Court must also be served upon all the other parties and not an illegal ex-parte filing, including this present Defendant Citizen's Auto, or else said Defendant would have had cause to complain about not being served. The Defendant is obviously in bad faith from his revealed strategy, trying to have it both ways. Furthermore, for the record, on the following day March 25, 2009, the Court denied Plaintiff's motion for leave which

already relieved the Defendant from being required to respond to Plaintiff's Requests for Admission No. 3, which the Defendant was well aware of but Defendant omitted to mention this very important fact in his Motion for Protective Order of April 6, 2009, the Court previously ruling on March 25, 2009 that the record was now closed concerning additional documents, (presumably meaning additional discovery documents as well), relative to the summary judgment motion, and thereby rendering Defendant's April 6 motion as redundant, moot, frivolous, spurious and untimely.

14. Denied. Plaintiff specifically denies Defendant's allegations in his Paragraph 14 of his motion that the substance of Plaintiff's requests in his Requests for Admissions No. 3 is identical to that of Plaintiff's initial Requests for Admissions to which Defendant has allegedly responded as untrue and unfounded. Plaintiff states herein for the record that several of the requests were new and the rest of the requests were similar requests to that of the original but painstakingly reformatted and reworded in the supplemental (or new) requests for admission in this Requests for Admission No. 3, so as to remove any improper impermissible requests that the court had previously ruled upon, and Defendant's pretexts for objections in the original Requests for Admissions No. 1. Plaintiff in fact had taken meticulous pains to assure they were single simple questions of obvious fact so that none of them contained any alleged "conclusions of law", "vague undefined terms", "compound questions", and void of any "matters within the exclusive knowledge, custody or control of Defendant Rider Ford", "proprietary work product", "attorney – client privilege", etc., as the Court can easily and readily see and verify by examining the questions itself.

15. Denied. Plaintiff specifically denies Defendant's premise that the definitions consist of

"conclusions of law". The definitions cited were of the applicable law to this case, not "conclusions of law" made by the Plaintiff, and came from established accepted sources and authority such as Black's Law dictionary and Bouvier's Law Dictionary, etc., and the definitions Plaintiff provided Defendant are universally accepted by all courts of law, by statute and by case law in this state of Pennsylvania and in the USA. The Defendant originally complained and claimed in his response to most all of Plaintiff's requests in Requests for Admissions No. 1 and Requests for Admissions No. 2 that Plaintiff's requests for admission were so vague and undefined that they allegedly precluded the admission or denial of the requests, and Defendant even frivolously and spuriously objected to not having the meaning and definition of common simple words supplied him that every competent attorney who is not a complete idiot knows and understands like "persons", "identify", "holder", "rescission", "revocation", "acceptance", "accepted", "debtor", and "seller" , etc. The attorney for Defendant is not a complete incompetent fool and ignorant idiot but is a brilliant well-read knowledgeable attorney who well understands simple universally accepted legal definitions and the applicable contract law in this case such as these definitions entail. But apparently the Defendant attorney takes this pro se Plaintiff for one. Plaintiff therefore in Requests for Admissions No. 3 supplied a meticulous list of universally accepted very clear definitions to address his complaint and claim of having vague terms that were undefined in Plaintiff's requests, and the result is that now Defendant is now complaining and claiming that said definitions constitute "conclusions of law" and that they are "so general and so vague as to preclude the admission or denial of the requests" as his excuse for not answering the requests and questions. Defendant's intentional litigation strategy is revealed in this matter as acting in

bad faith and attempting again to have it both ways, to "have his cake and eat it too", and his responses are designed to engage in a pattern of obstruction and frustration of the Plaintiff with Plaintiff's legitimate requests for discovery, and of attempted deception and obfuscation and prevarication and confusion and clouding of the issues with this Honorable Court. Furthermore, Plaintiff also took pains to make clear the requests for admissions on documents were only for those whose custody had been transferred to Citizen's Auto possession and control, and Plaintiff very carefully excised any reference to documents concerning "matters within the exclusive knowledge, custody or control of Defendant Rider Ford", yet Defendant still makes that objection frivolously. Plaintiff submits that Defendant's real objection to the requests and strategy is that he doesn't want to cooperate with Plaintiff in discovery and to improperly frustrate and blunt Plaintiff's attempts at discovery and deny him any answers or obtaining valid triable evidence or testimony Defendant possesses to legitimate lines of inquiry of the Plaintiff.

16. Denied. Plaintiff hereby incorporates his responses in Paragraphs 1 – 15, *supra*, as though cited in their entirety. Plaintiff specifically denies Defendant's allegation that Plaintiff's Requests for Admission are improper in any respect.

a. Denied. Plaintiff hereby incorporates his responses in Paragraphs 1 – 15, *supra*, as though cited in their entirety, and particularly Paragraphs 14-15, herein. Plaintiff specifically denies Defendant's allegation that "Plaintiff's requests require Defendant to admit or to assume conclusions of law, rather than requiring Defendant to admit or deny statements or opinions of fact, or the application of law to fact".

b. Denied. Plaintiff hereby incorporates his responses in Paragraphs 1 – 15, *supra*, as though cited in their entirety, and particularly Paragraphs 14-15, herein. Plaintiff

specifically denies Defendant's allegation that "Plaintiff's requests are so general or so vague as to preclude the admission or denial of the requests".

c. Denied. Plaintiff hereby incorporates his responses in Paragraphs 1 – 15, *supra*, as though cited in their entirety, and particularly Paragraphs 14-15, herein. Plaintiff specifically denies Defendant's allegation that "Many of Plaintiff's requests require Defendant to admit matters within the exclusive knowledge, custody or control of Defendant Rider Ford".

d. Denied. Plaintiff hereby incorporates his responses in Paragraphs 1 – 15, *supra*, as though cited in their entirety, and particularly Paragraphs 14-15, herein. Plaintiff specifically denies Defendant's allegation that "Many of Plaintiff's requests are compound in nature, and include more than one of the aforementioned objectionable features". On the other hand, contrary to Defendant's false and frivolous allegations, the Plaintiff took meticulous care and pains to excise any compound requests and reformat and reword them into proper single subject matter requests, expanding the number of requests from 31 into 62 in order to assure that goal was accomplished. In making this claim, the Defendant hopes and had hoped that the Court didn't and doesn't carefully read and examine the 62 questions to see for itself.

17. Denied as stated. Plaintiff specifically denies and objects to Defendant's allegation that "In its Order of March 3, 2009, this Honorable court ruled that the **substance** of Plaintiff's requests for admissions were improper" as a subtle distortion or prevarication by Defendant. In point of fact, the Plaintiff believes the Court's objection as to the requests addressed the **form** (or format and wording) of the Plaintiff's requests and **not** the content of the substance or subject matter itself, as the Court stated it believed that "the majority

of Plaintiff's Requests for Admission required Defendant Citizens to admit conclusions of law, were too general and vague and/or required Defendant Citizen's to admit matters within the exclusive knowledge of Defendant Rider Ford, Inc". Accordingly, the Plaintiff, in its Requests for Admissions No. 3, in good faith, extensively reworded and reformatted the questions and simplified them so as to remove the objectionable features, as well as introducing some new questions.

18. Denied. Plaintiff hereby incorporates his responses in Paragraphs 1 – 17, *supra*, as though cited in their entirety, and particularly Paragraph 14, 17 and 18, herein. Plaintiff specifically denies Defendant's allegations as yet another subtle and crafty prevarication and distortion of facts by Defendant in Paragraph 18 that Plaintiff allegedly attempted to "make Defendant respond to the identical discovery requests already propounded, which discovery requests this Honorable Court has already found to be improper" and "reveals Plaintiff's intentional litigation strategy in this matter". As already shown by this Plaintiff, just because the Court found the original requests for admission to be improper in some manner as to form or format and wording, does not automatically mean that the Plaintiff's Requests for Admissions No. 3 are exactly identical or are also somehow "improper", as the Plaintiff is attempting to prejudicially infer or impute impropriety to them without the Court's full knowledge or investigation. By way of further reply, and on the other hand, and contrary to Defendant's assertions of "intentional litigation strategy", the Plaintiff has shown in this Response that it is the Defendant who has exhibited and demonstrated a pattern of a bad faith "intentional litigation strategy", in Defendant's strategy to refuse to cooperate with Plaintiff in discovery in any meaningful way and under false pretenses and to improperly frustrate, obstruct and blunt Plaintiff's attempts at

discovery and deny him any answers or obtaining valid triable evidence, knowledge or testimony via subpoenaed witnesses Defendant possesses to legitimate lines of inquiry of the Plaintiff.

19. Denied. Plaintiff specifically denies and objects to Defendant's allegations as inflammatory, prejudicial, slanderous and constitutes scandalous matter and is defamatory and utterly frivolous and without foundation or merit, while on the other hand it is Defendant's litigation strategy which has demonstrated and revealed itself as a pattern of abuse designed to cause the Plaintiff the maximum amount of inconvenience, expense and annoyance in refusing to cooperate with Plaintiff in discovery in any meaningful way and under false pretenses by improperly frustrating, obstructing and blunting Plaintiff's attempts at discovery and denying him any answers or obtaining valid triable evidence, knowledge or testimony via subpoenaed witnesses that Defendant has in his possession.

20. Denied. Plaintiff specifically denies and objects to Defendant's allegations as inflammatory, prejudicial, slanderous and constitutes scandalous matter and is defamatory and utterly frivolous and without foundation or merit, while on the other hand it is Defendant's actions in this matter, as set forth above, which has demonstrated and reflects Defendant's bad faith, in his refusing to cooperate with Plaintiff in discovery in any meaningful way and under false pretenses by improperly frustrating, obstructing and blunting Plaintiff's attempts at discovery and denying him any answers or obtaining valid triable evidence, knowledge or testimony via subpoenaed witnesses that Defendant has in his possession.

21. Denied. Plaintiff specifically denies and objects to Defendant's assertion that "Defendant would be prejudiced if required to respond to Plaintiff's further discovery requests", as

complete and utter nonsense and totally groundless without foundation or merit due to the reasons cited above, and Defendant's motion is also completely untimely, spurious, and moot. Plaintiff notes for the record that the Court has already denied in its Order of March 25, 2009, the Plaintiff's Motion for Leave of Court to Conduct Additional Discovery and Resubmit Requests for Admission from Round 1 of Discovery to Clarify Requests and Remove Objections by Defendant Per Previous Reservation of Rights by Plaintiff; and the Defendant is already no longer required any longer to respond to Plaintiff's Requests for Admissions No. 3, as a result of that Order of March 25, 2009, and furthermore, Plaintiff and Defendant both are already required to obtain leave of court for any further discovery since the Court determined and ruled that the Court **did not** consider the record to be closed concerning additional documents relative to the summary judgment motion until its subsequent Order and ruling of March 25, 2009. Therefore Defendant's Motion for Protective Order is redundant, spurious, untimely and moot and there is nothing prejudicial in existence to Defendant as he is not required to answer anything any longer. On the other hand, Plaintiff submits that the only thing Defendant really and truly considers "prejudicial" and his only real concern is that he might not prevail with his motion for summary judgment and that his answers might be viewed unfavorably by a trial jury if he were required to answer Plaintiff's requests with admissions or denials.

22. Moreover, the Defendant is only trying to prejudice and bias the Court against Plaintiff just prior to its ruling on the Defendant's Motion for Summary Judgment by making a bogus claim of bad faith against the Plaintiff, among his bag of other dirty unethical tricks he has pulled on Plaintiff.

WHEREFORE, for all the above reasons, the Plaintiff hereby submits this Plaintiff's Response in Opposition to and Motion to Reconsider Court Order Granting Defendant's Motion for Protective Order and Motion for Sanctions; (whereby Defendant sought and succeeded in getting granted an order to allegedly not be required to respond to Plaintiff's Requests for Admissions No. 3 and to allegedly prohibit Plaintiff from serving additional discovery requests upon the Defendant absent further Order of Court that the Court had already prohibited in its Order of March 25, 2009 and had previously ruled therein that Defendant is not required to answer Requests for Admission No. 3); and hereby humbly prays that the previous Court Order Granting Defendant's said motion be reversed and deemed by this Honorable Court as invalid, redundant, untimely, spurious and moot and be DENIED WITH PREJUDICE, and that the Court would find for Plaintiff that Defendant's actions were prejudicial against Plaintiff and GRANT Plaintiff's request for sanctions against Defendant and enter an Order for appropriate relief as is just under the circumstances.

Respectfully submitted,

Dated: April 23, 2009 by David L. Nearhood

David L. Nearhood, *in propria persona*
Plaintiff

Exhibit 1

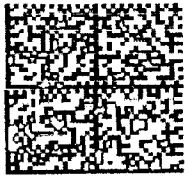
Copy of Defendant's Mailing Envelope – Both Sides

WELTMAN, WEINBERG & REIS
Co., L.P.A.

1400 KOPPERS BUILDING
436 SEVENTH AVENUE
PITTSBURGH, PA 15219-9517

Address Service Requested

PRESORTED
FIRST CLASS



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$00.519
04/07/2009
Mailed From 15219
US POSTAGE

DAVID L. NEARHOOD
1223 OAK GROVE ROAD
MORRISDALE PA 16858

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **Plaintiff's Response in Opposition to and Motion to Reconsider Court Order Granting Defendant's Motion for Protective Order and Motion for Sanctions**, and the attached **Exhibit 1**, are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: April 23, 2009 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on April 23, 2009, a copy of the attached PLAINTIFF'S RESPONSE IN OPPOSITION TO AND MOTION TO RECONSIDER COURT ORDER GRANTING DEFENDANT'S MOTION FOR PROTECTIVE ORDER AND MOTION FOR SANCTIONS and the attached ORDER of Court, by depositing a true and correct copy in the U.S. Mail to:

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Respectfully submitted,

Dated: April 23, 2009 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

FILED
APR 23 2009
0/10:40/cc
William A. Shaw
Prothonotary/Clerk of Courts
3 cert to Plaintiff

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464 Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

MOTION FOR LEAVE OF COURT TO CONDUCT ADDITIONAL DISCOVERY REQUESTS FOR ADMISSIONS NO. 4

NOW COMES the Plaintiff, David L. Nearhood, and files this within Motion for Leave of Court to Conduct Additional Discovery Requests for Admissions No. 4, and avers as follows:

1. This Honorable Court previously issued its Order of March 25, 2009 wherein it indicated that in denying Plaintiff's motion for additional discovery in Requests for Admissions No. 3, it considered the record was now closed concerning additional documents, (presumably meaning additional discovery documents as well), relative to the summary judgment motion.

2. In addition, the Court issued its Order of April 13, 2009 which Plaintiff is challenging due to Defendant's actions, methods and conduct in obtaining the Order from the Court, in his Plaintiff's Response in Opposition to and Motion to Reconsider Court Order Granting

Defendant's Motion for Protective Order and Motion for Sanctions, wherein the Court also indicated, if redundantly to the March 25 Order, that Plaintiff should serve no additional requests for discovery on Defendant, Citizen's Auto Finance Corp., without further Order of Court.

3. The Plaintiff now herein files this Motion for Leave of Court to serve one additional discovery requests entitled Requests for Admissions No. 4, consisting of essentially two (2) or three (3) questions or requests.

4. The two (2) or three (3) questions or requests for contemplated discovery simply consist of asking the Defendant to reveal or admit if any corporate officer had reviewed the retail installment contract documentation for accuracy and completeness or other relevant loan or title documents in its possession prior to accepting the contract with Plaintiff, and asking for the names and addresses of any relevant corporate officers who had done so and reviewed the documents and would thus have personal knowledge of same.

5. These two or three requests for admissions are legitimate discovery questions or requests and none of them constitute "conclusions of law", "vague undefined terms", "compound questions", "proprietary work product", "attorney – client privilege", etc., that Defendant could legitimately object to.

6. Plaintiff needs the admissions and denials from Defendant as vital so that Plaintiff can exercise his Constitutionally guaranteed Right to subpoena said identified corporate officers who reviewed the documents as witnesses at trial to give directly relevant testimony and triable evidence to help prove his case.

7. The Defendant has previously stated that he wished to cooperate with Plaintiff on discovery, and now here is his chance to prove his good faith intentions.

WHEREFORE, for all the above reasons, the Plaintiff hereby prays for this Honorable Court to immediately GRANT his Motion for Leave of Court to Conduct Additional Discovery Requests for Admissions No. 4 so as to help resolve the remaining issues and move forward in the case, and hereby humbly further prays that the Court also issue an Order directing Defendant to cooperate with Plaintiff and answer said requests with admissions or denials and supply any and all relevant corporate officers' names and contact addresses who reviewed the documents so that Plaintiff may promptly serve his requests on Defendant prior to the Court's ruling on the summary judgment motion.

Respectfully submitted,

Dated: April 23, 2009 by David L. Nearhood

David L. Nearhood, *in propria persona*
Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **Motion for Leave of Court to Conduct Additional Discovery Requests for Admissions No. 4**, are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: April 23, 2009 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on April 23, 2009, a copy of the attached MOTION FOR LEAVE OF COURT TO CONDUCT ADDITIONAL DISCOVERY REQUESTS FOR ADMISSIONS NO. 4 by depositing a true and correct copy in the U.S. Mail to:

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Respectfully submitted,

Dated: April 23, 2009 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

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

DAVID L. NEARHOOD,	*	No. 07-908-CD
Plaintiff	*	
vs	*	
RIDER FORD, INC, a/k/a RIDER FORD, and CITIZENS AUTOMOBILE FINANCE CORP., a/k/ a CITIZENS AUTO FINANCE CORP.,	*	
Defendants	*	

ORDER

AND NOW, this 27th day of April, 2009, the Court being in receipt of the Plaintiff's *pro se* Motion for Leave of Court to Conduct Additional Discovery Requests for Admissions No. 4 and Motion to Reconsider Court Order Granting Defendant's Motion for Protective Order and Motion for Sanctions, it is the ORDER of this Court that the said Motions be and are hereby DENIED.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

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0/10:04/BH 1223 Oak Grove Rd.
APR 28 2009 Morrisdale, PA 16858
William A. Shaw
Prothonotary/Clerk of Courts

1cc Atty Stoves/Bardo
1cc Atty Wasmbrodt

FILED

APR 28 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/28/09

___ You are responsible for serving all appropriate parties.

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

_X_ Plaintiff(s) ___ Plaintiff(s) Attorney ___ Other

___ Defendant(s) _X_ Defendant(s) Attorney

___ Special Instructions:

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

DAVID L. NEARHOOD, Plaintiff	:	
vs.	:	NO. 2007-908-CD
RIDER FORD, INC. and CITIZENS AUTO FINANCE CORP., Defendants	:	

ORDER

AND NOW, this 14th day of May 2009, upon consideration of Defendant Citizens Auto Finance Corporation's Motion for Summary Judgment, it is the ORDER of this Court that it be and is hereby GRANTED IN PART and DENIED IN PART, as follows:

1. On December 30, 2006 David L. Nearhood (hereinafter "Plaintiff") entered into a sales contact with Rider Ford, Inc., for the purchase of a vehicle. To effectuate the sale of the vehicle, Plaintiff entered into a contact with Citizens Auto Finance Corp., to finance the purchase. On June 8, 2007 Plaintiff initiated a cause of action alleging breach of contract, including fraud and negligence against Rider Ford, Inc., and Citizens Auto Finance Corp. The Plaintiff argues that Rider Ford, Inc., and Citizens Auto Finance Corp., acted in concert to produce his harm. This Court disagrees with the Plaintiff's contention that Rider Ford, Inc., and Citizens Auto Finance Corp., are jointly or severally liable for the alleged injury he suffered. Upon careful review of the record, there are no facts that could sustain a claim of liability against Citizens Auto Finance Corp., as financier of the sale of the vehicle. The record fails to demonstrate that Citizens Auto Finance Corp., acted in concert with Rider Ford, Inc., to facilitate the sale of a vehicle in a fraudulent or

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William A. Shaw
Prothonotary/Clerk of Courts

ICC Attys:
Wasmbrodt
Stoves/Bardo

ICC Pltf-
1223 Oak Grove Rd.
Morrisdale, PA 16858

negligent manner. During the sale of the vehicle, Citizens Auto Finance Corp., was neither privy to nor involved in any oral declarations or promises regarding the Gross Vehicle Weight or the Odometer reading. Citizens Auto Finance Corp., amply complied with the legal requirements for financing the vehicle and did not contribute to any alleged harm the Plaintiff suffered. The Plaintiff's allegations set forth in his Complaint against Citizens Auto Finance Corp., are baseless. Therefore, it is the Order of this Court that all claims set forth within the Plaintiff's Complaint against Citizens Auto Finance Corp., are hereby **DISMISSED.**

2. The Plaintiff's Complaint has failed to state cause of action against Citizens Auto Finance Corp., because the Plaintiff did not demonstrate sufficient statutory or legal grounds to establish a right of relief against Citizens Auto Finance Corp.

3. Citizens Auto Finance Corp., Counterclaim Count I and II in Replevin are hereby **STAYED**, pending final disposition of allegations against Co-Defendant Rider Ford, Inc.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

FILED

MAY 14 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/14/09

____ You are responsible for serving all appropriate parties.

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

__X__ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other

____ Defendant(s) __X__ Defendant(s) Attorney

____ Special Instructions:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

Plaintiff

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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	:
Defendants	**:**

MOTION TO RECONSIDER
COURT ORDER GRANTING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT
(and Proceed Forward to Trial and Set Jury Selection and Trial Date)

COMES NOW the Plaintiff, David L. Nearhood -- *since the Court in its Order of May 14, 2009, granted Defendant's Motion for Summary Judgment in part and denied in part* -- **and hereby now submits his Motion to Reconsider Court Order Granting Defendant's Motion for Summary Judgment** [also see Brief in Support of Motion to Reconsider Court Order Granting Defendant's Motion for Summary Judgment], and hereby avers as follows:

1. The Plaintiff believes that the Court is incorrect in its statements and in its determination and ruling in the Court Order of May 14, 2009, and Plaintiff disagrees with the Court's contentions particularly at Paragraph 1 of its Order therein where it alleges to the effect that there are no facts that could sustain a claim of liability against Citizen's Auto Finance

Corp. and where it alleges that the record fails to demonstrate that Citizen's Auto Finance Corp. acted in concert with Defendant Rider Ford to facilitate the sale of a vehicle in a fraudulent or negligent manner and where it alleges that Citizen's Auto Finance Corp. amply complied with the legal requirements for financing the vehicle and did not contribute to any alleged harm the Plaintiff suffered, and where it alleges that the Plaintiff's allegations set forth in his Complaint against Citizen's Auto Finance Corp. are baseless. Plaintiff also disagrees with the Court's contentions particularly at Paragraph 2 of its Order therein where it alleges to the effect that the Plaintiff's Complaint has failed to state a cause of action against Citizen's Auto Finance Corp. because the Plaintiff did not demonstrate sufficient statutory or legal grounds to establish a right of relief against Citizen's Auto Finance Corp. Contrary to the Court's determination in Paragraphs 1 and 2 of its Order of May 14, 2009, the Plaintiff has always demonstrated and stated a cause of action against the Defendant Citizen's Auto Finance Corp. since the time of the initial Complaint of negligence (if not fraud) and/or breach of duty in specific performance of the Defendant to the contractual and/or legal requirements that were due to be rendered to Plaintiff but were not, and specifically to its legal duty and requirement and Defendant's failure to review or to adequately review the contractual documents for correctness and completeness as to insure the presence of all the required terms of the contract with no blanks, including but not limited to the required but missing Gross Vehicle Weight Rating as part of the vehicle description, and secondly, the Defendant Citizen's Auto Finance Corp.'s failure to comply with the legal and statutory requirements of the vehicle code to assure that Plaintiff received his title and registration (and with proper gross vehicle weight registration) within 20 days of date of purchase. Plaintiff, contrary to the Court's

determination, demonstrated that Defendant's failure to amply comply with these above described minimal requirements in financing the vehicle before accepting the contract constituted negligence and/or breach of duty and caused harm to be suffered by the Plaintiff either with or without its acting in concert with Rider Ford. Plaintiff believes, contrary to the Court's determination, that these acts of Defendant or the failure to act are not baseless or harmless, but that they constitute a substantive cause of action sufficient to demonstrate statutory or legal grounds to establish a right of relief against Citizen's Auto Finance Corp..

2. Plaintiff has submitted and stated sufficient triable evidence as a Cause of Action against Defendant Citizen's Auto Finance Corp. in his original Complaint for a breach of the written terms of the finance agreement and of a breach of duty of the holder and/or fiduciary of the Retail Installment Contract for failure of the Defendant to review contract forms for errors and omission of the requisite information and for completeness prior to acceptance of the contract, and the Retail Installment Contract (as well as Buyer's Order) each failed to state and disclose the body, type, gross vehicle weight rating, and major items of equipment sold, on the contract form agreements in the respective "Vehicle Description" or "Description of Vehicle" sections; (**Complaint – Paragraphs 5, 6, 11, 12, 19, 22, 23, 33, 34, 46, 58, 59, Exhibit A, Exhibit B**); - [also see Brief in Support of Motion to Reconsider Court Order Granting Defendant's Motion for Summary Judgment].

3. The Defendant's Preliminary Objections were ruled upon by the Court in favor of the Plaintiff and against Defendant in its Order of October 19, 2007, as to the Court upholding the breach of contract, breach of holder or fiduciary duty and contract fraud

and misrepresentation allegations in Plaintiff's Complaint and forwarding them on as triable issues; - [also see Brief in Support of Motion to Reconsider Court Order Granting Defendant's Motion for Summary Judgment].

4. Plaintiff has also submitted and stated sufficient triable evidence as a Cause of Action against Defendant Citizen's Auto Finance Corp. in his original Complaint that the **first breach** of the contract occurred **prior** to any installment payments being due from Plaintiff, although **a $2000.00 down payment** was made to Defendants and **a 1st payment of $349.88, check # 4895**, was prepared by the Plaintiff to meet his financial obligations. It is the Defendant who committed the first breach of his duties under the finance agreement prior to acceptance of the contract at the very beginning and initial outset as the holder and/or fiduciary of the Retail Installment Contract, per Paragraphs 2 and 3 of this Motion, *ibid, supra.*; -[also see Brief in Support of Motion to Reconsider Court Order Granting Defendant's Motion for Summary Judgment].

5. Plaintiff has also submitted and stated sufficient triable evidence on and for the record, in accordance with the Title 225 Pa. Code - Rules of Evidence, Rule 201 - Judicial Notice; Rules 401-402 - Relevant Evidence; Rule 901 - Authentication; and Rule 902 - Self-Authentication; all in compliance with as a Cause of Action against Defendant Citizen's Auto Finance Corp. in his prior submissions as evidence, and particularly, among other documents, **Plaintiff's Notice of and Supplemental Evidentiary Exhibits No. 1 – Certified Title History and Certified Odometer Document - Exhibit S-1**. The Plaintiff has previously come forth with evidence from this Supplemental Evidentiary Exhibit No. 1, which was filed and submitted into evidence in the record on or about January 3, 2009, BEFORE the Court closed the record in its Order of March 25, 2009

concerning all documents to be considered by the Court relative to the Defendant's Motion for Summary Judgment, as well as evidence in previous pleadings showing the existence of the facts essential to the Plaintiff's cause of action. **Exhibit S-1, Certified Title History and Certified Odometer Document, shows, among other things, the following:** *(Title History and MV-1 Document Defendant Rider Ford Filed with Harrisburg State DMV and that Defendant Citizen's Auto Finance Corp. Accepted Showing Evidence of Defendant Breach and Fraud, Misrepresentation, etc., in Altering Registration GVWR from 9000 lbs Max Rating as Originally Agreed Between Plaintiff and Defendant Rider Ford to 7000 lbs, as found on Page S-1.5 of Exhibit at top of Page, and Other Alterations from Plaintiff's Original MV-1 Exhibit C as Filed in Complaint.).* **This Exhibit S-1, Certified Title History and Certified Odometer Document, also shows, among other things, the following: (1).** ***The Defendant Citizen's Auto Finance Corp. received from PENNDOT/DMV in Harrisburg, PA, its original Certificate of Title for a Vehicle, (described as a New 2006 Ford Truck, S-DTY F-250, REG CAB, VIN No. 1FTNF21506EB63026) with the thereon printed DATE PA TITLED and the DATE OF ISSUE of the Title beyond thirty (30) days from the Date of Purchase of the vehicle*****; (2).** ***At Exhibit S-1, Page S-1.1, the page shows a certification for documents attached thereto from Anita M. Wasko, Director Bureau of Motor Vehicles*****; (3).** ***At Exhibit S-1, Page S-1.1, the page shows a VIN Number 1FTNF21506EB63026 for documents attached thereto from Anita M. Wasko, Director Bureau of Motor Vehicles*****; (4).** ***At Exhibit S-1, Pages S-1.1, S-1.3, S-1.5, S-1.6, S-1.10, S-1.11, S-1.12, and S-1.13; the pages there on the page numbers in question bear an apparent date stamp or code of "094021 FEB 02 2007"; (Note: The Plaintiff believes this code has been***

fraudulently misrepresented and backdated from March 2, 2007 by exactly 30 days and believes proof can be offered via subpoena of Ms. Wasko at trial and prove it.); **(5).** ***At Exhibit S-1, Pages S-1.5, S-1.11, and S-1.12; the pages there on the page numbers in question at the top left of the pages in the boxes therein, bear apparent evidence they are "MV-1" Applications for Certificate of Title Forms***; **(6).** ***At Exhibit S-1, Pages S-1.5, S-1.11, and S-1.12; the pages there on the page numbers in question at the top center of the pages in the box stating "Vehicle Identification Number" state a typed printed Vehicle Identification Number within***; **(7).** ***At Exhibit S-1, Pages S-1.5, S-1.11, and S-1.12; the Vehicle Identification Number typed in the spaces there at the top center of the pages in the box stating "Vehicle Identification Number" matches the VIN Number stated on the Defendant's Retail Installment Contract***; and, **(8).** ***At Exhibit S-1, Pages S-1.5, S-1.11, and S-1.12; the pages there on the page numbers in question bear an apparent date stamp or code of "094021 FEB 02 2007"in the lower right corner in the box where it states "MESSENGER NUMBER" (Note: As stated above, the Plaintiff believes this code has been fraudulently misrepresented and backdated from March 2, 2007 by exactly 30 days and believes proof can be offered via subpoena of Ms. Wasko at trial and prove it.).*** **This evidence, among other things, shows** ***that Defendant Citizen's Auto Finance Corp. also failed to check upon the paperwork with either Rider Ford or the PA DMV or PennDot within the 20 day time alloted from day of purchase or even ever at all***, and ***that Defendant Citizen's Auto Finance Corp. also failed to review contract forms for completeness, errors and omission of the requisite information, including but not limited to the GVWR, and to check for completeness prior to acceptance of the contract***. These actions or the lack

thereof by the Defendant Citizen's Auto Finance Corp, as originally stated in Plaintiff's Complaint, have damaged the Plaintiff and caused loss of income, storage and insurance costs and other expenses incurred as a result, etc.; - [also see Brief in Support of Motion to Reconsider Court Order Granting Defendant's Motion for Summary Judgment].

6. Plaintiff previously sent both his Notice(s) of Rescission and Revocation of Acceptance of Contract (which Plaintiff subsequently amended both Notices by two Notices of Correction of Record with the Court to correct clerical errors in the documents) of both the Contracts to each Defendant, for the Buyer's Order and/or the Contract to Defendant Rider Ford, Inc.; and also for the Retail Installment Contract and/or Finance Agreement the Rescission was sent to the Defendant Citizen's Auto Finance Corp. per the U.C.C. and Pennsylvania statutory revocation procedures, as soon as Plaintiff discovered the breach of contract and breach of duty and fraud, misrepresentation, etc., and determined that he was not going to be able to get redress of his problems with the motor vehicle he purchased to fix the breach of agreement with either Defendant; and Plaintiff has also submitted these Notice of Rescission and Revocation of Acceptance of Contract documents into evidence in the Court record, and particularly, Plaintiff has stated sufficient facts of these as triable evidence as a Cause of Action against Defendant Citizen's Auto Finance Corp. in his original Complaint; (**Notice of Supplemental Evidentiary Exhibits No. 3 - Exhibit S-5, Exhibit S-6**); - [also see Brief in Support of Motion to Reconsider Court Order Granting Defendant's Motion for Summary Judgment].

7. The Defendant; in his Motion for Summary Judgment, in his Answer and New Matter and New Matter Pursuant to Pa.R.C.P., Rule 2252(d), and Counterclaim, and in the Court

for Plaintiff's Rule to Show Cause at the hearing on January 22, 2009, and as established in Plaintiff's Motion for Clarification on Prior Discovery Issues and for a Ruling on Prior Motions; stated and argued essentially the same facts and presented nothing new other than what the Court had already previously ruled upon in Defendant's Preliminary Objections in favor of Plaintiff and against Defendant in its Order of October 19, 2007, with respect to triable issues that should be forwarded on per Paragraph 3, of this Motion, *ibid, supra.*

8. Plaintiff has also submitted and received and filed, sufficient triable evidence in Plaintiff's completed Round 1 of Discovery and Round 2 of Discovery for breach of contract, breach of duty, and contract fraud, misrepresentation, etc., as a Cause of Action against Defendant Citizen's Auto Finance Corp., for the Plaintiff's Requests for Admissions #1 and Requests for Admissions #2, respectively, that on his end will comply, within the thirty (30) day time limit of the Court's Order of January 28, 2009; - [also see Brief in Support of Motion to Reconsider Court Order Granting Defendant's Motion for Summary Judgment].

9. Finally, the Plaintiff's objects to the Attorney for Defendant's Brief in Support of Motion for Summary Judgment not having been submitted and served on the Court by Defendant in time or being on record as filed and served or received into the Court record or received and lodged with the Court Administrator's office in time for the January 22, 2009 hearing, since all the Defendant and the Court had was a Reply Brief from Plaintiff that was timely lodged into the Court Administrator's office to something that did not exist on the record or was not lodged timely prior to the hearing.

10. Plaintiff therefore, due to the events described in Paragraph 9, *supra*, would move the

Court that the Defendant Citizen's Auto Finance Corp. be sanctioned and that the Court should not allow Defendant to have his Brief in Support be considered by the Court in ruling upon Defendant's Motion for Summary Judgment, for cause of Defendant's actions of serving Plaintiff a copy of the Brief and thereby causing an extra burden of waste of time and judicial resources to be expended by the Court and by the Plaintiff of responding with his Reply Brief to what was not received by the Court Administrator in time for the hearing.

WHEREFORE, the Plaintiff for all the above reasons, and in the interests of Justice, hereby respectfully requests and prays this Honorable Court to set a hearing for oral argument on and to rule in favor of the Plaintiff and GRANT his **Motion to Reconsider Court Order Granting Defendant's Motion for Summary Judgment**, and for the Court to reconsider and reverse its Order of May 14, 2009 and deny Defendant's Motion for Summary Judgment with Prejudice, and to sanction the Defendant for cause to not have his Brief in Support of Motion for Summary Judgment be considered, and for the Court to forward the case and all the evidence submitted or to be submitted on to trial and to call a status or pre-trial conference as appropriate, set a voir dire date for jury selection and a trial date, and for any and all other relief that this Court deems necessary and appropriate for these purposes.

Respectfully submitted,

Dated: March 26, 2009 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

[ORAL ARGUMENT DEMANDED IF DENIED]

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **Motion to Reconsider Court Order Granting Defendant's Motion for Summary Judgment**, are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: March 26, 2009 by David L. Nearhood
David L. Nearhood, *in propria persona*
Plaintiff

[ORAL ARGUMENT DEMANDED IF DENIED]

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on March 26, 2009, a copy of the attached **Motion to Reconsider Court Order Granting Defendant's Motion for Summary Judgment**, by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: March 26, 2009 by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

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

DAVID L. NEARHOOD, Plaintiff	*	No. 07-908-CD
vs	*	
RIDER FORD, INC, a/k/a RIDER FORD, and CITIZENS AUTOMOBILE FINANCE CORP., a/k/ a CITIZENS AUTO FINANCE CORP., Defendants	*	

ORDER

AND NOW, this 27th day of May, 2009, the Court being in receipt of the Plaintiff's *pro se* Motion to Reconsider Court Granting Defendant's Motion for Summary Judgment, it is the ORDER of this Court that the said Motion be and is hereby DENIED.

Additionally, it is the ORDER of this Court that a pre-trial conference with the Plaintiff and Defendant Rider Ford be and is hereby scheduled for the 2nd day of July, 2009 at 9:00a.m. in Chambers, Clearfield County Courthouse, Clearfield County Pennsylvania.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

FILED
01:00 PM
JUN 02 2009
William A. Shaw
Prothonotary/Clerk of Courts

1CC Piff-
1223 Oak Grove Rd.
Morrisdale, PA 16858
1CC Atty Wambrodt
1CC Attys: Stover/Basdo

FILED

JUN 02 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6/2/09

____ You are responsible for serving all appropriate parties.

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

__X__ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other

____ Defendant(s) __X__ Defendant(s) Attorney

____ Special Instructions:

UA

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

FILED
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William A. Shaw
Prothonotary/Clerk of Courts
(6W)

DAVID L. NEARHOOD,	*	No. 07-908-CD
Plaintiff	*	
vs	*	
RIDER FORD, INC, a/k/a RIDER FORD,	*	
and CITIZENS AUTOMOBILE FINANCE	*	
CORP., a/k/a CITIZENS AUTO	*	
FINANCE CORP.,	*	
Defendants	*	

ICC Attys: Stover/Bardo
Wasmbrodt
ICC Piff-1223 Oak Grove Rd.
Morrisdale, PA 16858

ORDER

NOW, this 2nd day of July, 2009, following pre-trial conference with counsel and the parties as set forth above, it is the ORDER of this Court as follows:

1. Jury Selection will be held on July 23, 2009 commencing at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. Jury Trial is hereby scheduled for November 16 and 17, 2009, commencing at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse.
3. All depositions which are to be used for trial presentation purposes shall be completed by absolutely no later than sixty (60) days prior to the commencement of trial or the same will not be available for use at trial. A copy of the transcript of any such deposition(s) shall be provided to opposing counsel within no more that ten (10) days following completion of the deposition(s).
4. The written report of any expert who will testify at trial which has not previously been provided to opposing counsel shall be delivered within no more than sixty (60) days from this date. Failure to comply will result in the witness not being available for use at trial.
5. Any party making objections relative the testimony to be provided by any witness in the form of a deposition at the time of trial shall submit said objections to the Court, in writing, no later than forty-five (45) days prior to the commencement of

trial. All objections shall reference specific page and line numbers within the deposition(s) in question along with that party's brief relative same. The opposing party shall file an Answer thereto and submit its brief in opposition to said objections no later than thirty (30) days prior to the commencement of trial.

6. Any party filing any Motion or Petition regarding limitation or exclusion of evidence or testimony to be presented at time of trial, including but not limited to Motions in Limine, shall file the same no more than forty-five (45) days prior to the trial date. The party's Petition or Motion shall be accompanied by an appropriate brief. The responding party thereto shall file its Answer and submit appropriate response brief no later than thirty (30) days prior to trial.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

FILED

JUL 07 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/7/09

____ You are responsible for serving all appropriate parties.

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

__X__ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other

____ Defendant(s) __X__ Defendant(s) Attorney

____ Special Instructions:

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

No. 2007-908-CD

TYPE OF PLEADING:

DEFENDANT'S MOTION TO BIFURCATE ACTION AND TO SCHEDULE TRIAL BEFORE A PANEL OF ARBITRATORS

FILED ON BEHALF OF:
Defendant, Citizens Auto Finance Corp.

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

FILED NO CC
01/14/3/01
JUL 16 2009
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S
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

DEFENDANT'S MOTION TO BIFURCATE ACTION AND TO SCHEDULE TRIAL BEFORE A PANEL OF ARBITRATORS

AND NOW, comes the Defendant, Citizens Auto Finance Corp., by and through its counsel, James C. Warmbrodt, Esquire, and Weltman, Weinberg & Reis Co., L.P.A., and in support of its Motion herein respectfully represents as follows:

1. Plaintiff initiated the within action on June 8, 2007 by the filing of a Complaint against the above-named Defendants, which action stems from Plaintiff's purchase of a 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026 (hereinafter "vehicle"), from Defendant, Rider Ford, Inc. (hereinafter "Rider"), and Plaintiff's financing of said purchase by and through Defendant, Citizens Auto Finance Corp. (hereinafter "Citizens"), on or about December 30, 2006.
2. Defendant believes and therefore avers that Plaintiff is demanding a trial by jury.
3. Defendant has filed an Answer in the within action containing a two-count Counterclaim in Replevin. In Count I of its Counterclaim, Defendant is seeking to

recover from the Plaintiff its collateral, a 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026 (hereinafter, the "vehicle"). In Count II of its Counterclaim, Defendant is seeking to recover from Plaintiff damages in the amount of $22,922.21, which amount represents the unpaid balance due under the contract for the purchase and financing of the vehicle.

4. On December 8, 2008 Defendant filed its Motion for Summary Judgment herein.

5. By this Honorable Court's Order of May 14, 2009, Defendant's Motion for Summary Judgment was granted in part and denied in part.

6. In its aforesaid Order of May 14, 2009, this Honorable Court dismissed all of the Plaintiff's claims against this Defendant.

7. In its aforesaid Order of May 14, 2009, this Honorable Court stayed both counts of Defendant's Counterclaim against the Plaintiff pending final disposition of allegations against Defendant Rider Ford, Inc.

8. Plaintiff's claims against Defendant Rider Ford, Inc. are based upon allegations of fraud and negligence, and are unrelated to the issues involved in Defendant's Counterclaim against the Plaintiff.

9. In its aforesaid Order of May 14, 2009, this Honorable Court found that the record fails to demonstrate that this Defendant acted in concert with Defendant Rider Ford, Inc., and that this Defendant was neither privy to nor involved in any of the oral declarations or promises on which Plaintiff's claims are based.

10. This Defendant is not a necessary party to the trial of the disputes between the Plaintiff and Defendant Rider Ford, Inc.

11. Similarly, Defendant Rider Ford, Inc.'s participation is not required in the trial of the remaining disputes between Plaintiff and this Defendant.

12. Defendant acknowledges that the relief demanded in Counts I and II of its Counterclaim is not cumulative, and that the maximum recovery to which Plaintiff is entitled is the balance owed under the contract, less the net proceeds, from the resale of Defendant's collateral.

13. Defendant believes and therefore avers that the amount in controversy in connection with Plaintiff's Counterclaim against the Defendant does not exceed the jurisdiction limits for cases eligible for arbitration.

WHEREFORE, Defendant humbly requests that this Honorable Court enter an Order bifurcating the action in this matter, and referring this Defendant's Counterclaim against the Plaintiff for trial before a panel of arbitrators, together with any further relief which this Honorable Court deems appropriate.

Respectfully Submitted:

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:_____
James C. Warmbrodt, Esquire
PA I.D.# 42524
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR# 6101364

11. Similarly, Defendant Rider Ford, Inc.'s participation is not required in the trial of the remaining disputes between Plaintiff and this Defendant.

12. Defendant acknowledges that the relief demanded in Counts I and II of its Counterclaim is not cumulative, and that the maximum recovery to which Plaintiff is entitled is the balance owed under the contract, less the net proceeds from the resale of Defendant's collateral.

13. Defendant believes and therefore avers that the actual amount in controversy in connection with Plaintiff's Counterclaim against the Defendant does not exceed the jurisdiction limits for cases eligible for compulsory arbitration.

WHEREFORE, Defendant humbly requests that this Honorable Court enter an Order bifurcating the action in this matter, and referring this Defendant's Counterclaim against the Plaintiff for trial before a panel of arbitrators, together with any further relief which this Honorable Court deems appropriate.

Respectfully Submitted:

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:_____

James C. Warmbrodt, Esquire
PA I.D.# 42524
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is an attorney for the Plaintiff herein and makes this Verification based upon the facts as supplied to him by the Plaintiff because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.

James C. Warmbrodt, Esquire

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of DEFENDANT'S MOTION TO BIFURCATE ACTION AND TO SCHEDULE TRIAL BEFORE A PANEL OF ARBITRATORS by First Class Mail, Postage Pre-Paid, on the 13th day of July, 2009, upon the following:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Susan E. Bardo, Esquire
Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
122 East High Street
Bellefonte, PA 16823

James C. Warmbrodt, Esquire

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

No. 2007-908-CD

TYPE OF PLEADING:

DEFENDANT'S MOTION PURSUANT TO Pa.R.C.P. 1075.1 FOR THE ISSUANCE OF A WRIT OF SEIZURE

FILED ON BEHALF OF:
Defendant, Citizens Auto Finance Corp.

COUNSEL OF RECORD OF THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

FILED NO CC
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William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

DEFENDANT'S MOTION PURSUANT TO Pa.R.C.P. 1075.1 FOR THE ISSUANCE OF A WRIT OF SEIZURE

AND NOW, comes the Defendant, Citizens Auto Finance Corp., by and through its counsel, James C. Warmbrodt, Esquire, and Weltman, Weinberg & Reis Co., L.P.A., and in support of its Motion herein respectfully represents as follows:

1. Defendant has filed an Answer in the within action containing a two-count Counterclaim in Replevin. In Count I of its Counterclaim, Defendant is seeking to recover from the Plaintiff its collateral, a 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026 (hereinafter, the "vehicle"). In Count II of its Counterclaim, Defendant is seeking to recover from Plaintiff money damages equal to the unpaid balance due under the contract for the purchase and financing of the vehicle.

2. Defendant has alleged its right to enforce its security interest and recover possession of the vehicle based upon Plaintiff's breach of contract by failing to make agreed upon monthly payments. (See, Paragraphs 46, 47).

3. In Plaintiff's Complaint, he admits to having signed the Retail Installment Agreement and Security Agreement on or about December 30, 2006. (See, Paragraph 4).

4. Pursuant to the terms of the Retail Installment Agreement and Security Agreement, Plaintiff conveyed a security interest in the vehicle to Defendant.

5. Attached to Defendant's Counterclaim as Exhibit "2" is a true and correct copy of the Certificate of Title issued by the Commonwealth of Pennsylvania for the subject vehicle, which Title names this Defendant as being the first lienholder.

6. In his Complaint, Plaintiff has averred that he no longer desires to retain possession of the vehicle (See, Paragraph 22).

7. Plaintiff has not asserted a right of possession to the vehicle as an element of damages in his Complaint (See, Paragraph 28).

8. On May 20, 2008, Plaintiff served his Responses to Defendant's Requests for Admissions.

9. In his Response to said Requests for Admissions, Plaintiff admitted that he signed the Retail Installment Sale Contract (Request for Admission no. 1).

10. In his Response to said Requests for Admissions, Plaintiff admitted to having taken physical possession of the vehicle (Request for Admission no. 2 and attached "Supplied Specifics" no. 2).

11. In his Response to said Requests for Admissions, Plaintiff admitted that he agreed, by signing the Retail Installment Sale Contract, to pay to Defendant 84 payments of

$349.00 each beginning January 29, 2007 (Request for Admission no. 3 and attached "Supplied Specifics" no. 3).

12. In his Response to said Requests for Admissions, Plaintiff admitted that he has made none of the payments required under the Retail Installment Agreement and Security Agreement (Request for Admission no. 4 and attached "Supplied Specifics" no. 4).
13. On December 8, 2008 Defendant filed its Motion for Summary Judgment.
14. By this Honorable Court's Order of May 14, 2009, Defendant's Motion for Summary Judgment was granted in part and denied in part.
15. In its aforesaid Order of May 14, 2009, this Honorable Court dismissed all of the Plaintiff's claims against this Defendant.
16. In its aforesaid Order of May 14, 2009, this Honorable Court stayed both counts of Defendant's Counterclaim against the Plaintiff pending final disposition of allegations against Defendant Rider Ford, Inc.
17. Based upon the undisputed facts of record in this matter, Plaintiff has been in possession of Defendant's collateral since December 30, 2006 without having made a single payment to this Defendant.
18. Plaintiff has failed to set forth any basis in law or in fact for his continued possession of Defendant's collateral.
19. Based upon the foregoing, Defendant is entitled to immediate possession of its collateral.

WHEREFORE, Defendant humbly requests that this Honorable Court enter an Order scheduling a hearing on its Motion herein, and after hearing, issue an order directing the Prothonotary to issue a writ of seizure in favor of the Defendant and against the Plaintiff and

directing the Sheriff to serve the writ and take possession of Defendant's collateral, together with any further relief which this Honorable Court deems appropriate.

Respectfully Submitted:

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:_____

James C. Warmbrodt, Esquire
PA I.D.# 42524
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is an attorney for the Plaintiff herein and makes this Verification based upon the facts as supplied to him by the Plaintiff because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.

James C. Warmbrodt, Esquire

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of Defendant's Motion Pursuant to Pa.R.C.P. 1075.1 for Issuance of a Writ of Seizure by First Class Mail, Postage Pre-Paid, on the 13th day of July, 2009, upon the following:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Susan E. Bardo, Esquire
Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
122 East High Street
Bellefonte, PA 16823

James C. Warmbrodt, Esquire

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

ORDER OF COURT

AND NOW, this 20TH day of July, 2009, it is ORDERED, ADJUDGED and DECREED that the Defendant's Motion Pursuant to Pa.R.C.P. 1075.1 for Issuance of a Writ of Seizure filed herein be and hereby is granted, and it is further ORDERED, ADJUDGED and DECREED that the Prothonotary shall issue a writ of seizure in favor of the Defendant and against the Plaintiff, directing the Sheriff to serve the writ and take possession of Defendant's collateral, the 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026.

By the Court,

J.

FILED 2cc Atty Warnbrodt
01:00 PM
JUL 20 2009
William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUL 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/20/09

X 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:

CA

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

DAVID L. NEARHOOD,

Plaintiff,

No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

ORDER OF COURT

AND NOW, this 20 day of July, 2009, it is ORDERED, ADJUDGED and DECREED that the Defendant's Motion filed herein be and hereby is granted, and it is further ORDERED that the actions remaining in this matter be and hereby are bifurcated for the purposes of trial, and it is further ORDERED that the action of Defendant Citizens Auto Finance Corp. arising from its Counterclaim against the Plaintiff be and hereby is referred for trial before a panel of arbitrators.

By the Court,

J.

FILED
04:00 BY 2CC
JUL 20 2009 Atty Warmbrodt
William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUL 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/20/09

X 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:

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

DAVID L. NEARHOOD

Plaintiff

vs.

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORP.,

Defendants

No. 2007-908-CD

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

FILED ON BEHALF OF
Defendant

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA. I.D.#42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06101364

FILED NO CC
m/1:36
JUL 27 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD

Plaintiff
vs.

No. 2007-908-CD

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORP.,

Defendants

AFFIDAVIT OF SERVICE OF ORDER OF COURT

BEFORE ME, the undersigned authority, personally appeared James C. Warmbrodt, Esquire, who according to law deposes and says that a copy of the Order of Court has been served on the Plaintiff, David L. Nearhood.

1. On or about July 23, 2009, Defendant received a signed Order of Court dated July 20, 2009 granting Defendant's Motion to issue Writ of Seizure on Plaintiff. Said Order of Court is attached as Exhibit "1".

2. On or about July 24, 2009, Defendant mailed the Order of Court to Plaintiff at, 1223 Oak Grove Road, Morrisdale, PA. 16858

WELTMAN, WEINBERG & REIS, CO., L.P.A.

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06101364

Sworn to and subscribed
before me this 24th
day of July, 2009.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wayne A. Jones, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 29, 2010
Member, Pennsylvania Association of Notaries

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

ORDER OF COURT

AND NOW, this 20th day of July, 2009, it is ORDERED, ADJUDGED and DECREED that the Defendant's Motion Pursuant to Pa.R.C.P. 1075.1 for Issuance of a Writ of Seizure filed herein be and hereby is granted, and it is further ORDERED, ADJUDGED and DECREED that the Prothonotary shall issue a writ of seizure in favor of the Defendant and against the Plaintiff, directing the Sheriff to serve the writ and take possession of Defendant's collateral, the 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026.

By the Court,

/S/ Fredric J Ammerman
_____ J.

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

JUL 20 2009

Attest. William L. Ammerman
Prothonotary/
Clerk of Courts

EXHIBIT
"1"

FILED
JUL 27 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD

Plaintiff

vs.

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORP.,

Defendants

No. 2007-908-CD

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

FILED ON BEHALF OF
Defendant

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA. I.D.#42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06101364

FILED NO CC
JUL 27 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD

Plaintiff
vs.

No. 2007-908-CD

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORP.,

Defendants

AFFIDAVIT OF SERVICE OF ORDER OF COURT

BEFORE ME, the undersigned authority, personally appeared James C. Warmbrodt, Esquire, who according to law deposes and says that a copy of the Order of Court has been served on the Plaintiff, David L. Nearhood.

1. On or about July 23, 2009, Defendant received a signed Order of Court dated July 20, 2009 granting Defendant's Motion. Said Order of Court is attached as Exhibit "1".

2. On or about July 24, 2009, Defendant mailed the Order of Court to Plaintiff at, 1223 Oak Grove Road, Morrisdale, PA. 16858

WELTMAN, WEINBERG & REIS, CO., L.P.A.

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06101364

Sworn to and subscribed
before me this 24th
day of July, 2009.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wayne A. Jones, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 29, 2010
Member, Pennsylvania Association of Notaries

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

ORDER OF COURT

AND NOW, this 20 day of July, 2009, it is ORDERED, ADJUDGED and DECREED that the Defendant's Motion filed herein be and hereby is granted, and it is further ORDERED that the actions remaining in this matter be and hereby are bifurcated for the purposes of trial, and it is further ORDERED that the action of Defendant Citizens Auto Finance Corp. arising from its Counterclaim against the Plaintiff be and hereby is referred for trial before a panel of arbitrators.

By the Court,

/S/ Fredric J Ammerman

_____ J.

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

JUL 20 2009

Attest. William L. Ober
Prothonotary/
Clerk of Courts

EXHIBIT
"1"

FILED
JUL 27 2009
William A. Shaw
Prothonotary/Clerk of Courts

FILED

AUG 31 2009

m/12:30/cw

William A. Shaw
Prothonotary/Clerk of Courts

1 CERT w/WRIT OF SEIZURE TO SHFF

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

DAVID L. NEARHOOD,

Plaintiff

vs.

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORP.,

Defendants

No. 2007-908-CD

PRAECIPE FOR WRIT OF SEIZURE

FILED ON BEHALF OF
Defendant

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#: 06101364

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

DAVID L. NEARHOOD,

Plaintiff

vs. Civil Action No. 2007-908-CD

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORP.,

Defendants

PRAECIPE FOR WRIT OF SEIZURE

TO THE PROTHONOTARY:

Kindly issue a Writ of Seizure in the above matter directed to the Sheriff of Clearfield County, Pennsylvania, as to the Order of Court dated July 20, 2009, and attached hereto.

1. To deliver possession of the 2006 Ford Truck, S-DTY F-250, REG CAB more particularly identified 1FTNF21506EB63026.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: _____
James C. Warmbrodt, Esquire
PA I.D. #42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06101364

DATED: _____

WWR No.

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

ORDER OF COURT

AND NOW, this 20th day of July, 2009, it is ORDERED, ADJUDGED and DECREED that the Defendant's Motion Pursuant to Pa.R.C.P. 1075.1 for Issuance of a Writ of Seizure filed herein be and hereby is granted, and it is further ORDERED, ADJUDGED and DECREED that the Prothonotary shall issue a writ of seizure in favor of the Defendant and against the Plaintiff, directing the Sheriff to serve the writ and take possession of Defendant's collateral, the 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026.

By the Court,

/S/ Fredric J Ammerman
_____ J.

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

JUL 20 2009

Attest. William L. Ammerman
Prothonotary/
Clerk of Courts

EXHIBIT
"1"

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

DAVID L. NEARHOOD,

Plaintiff

vs. Civil Action No. 2007-908-CD

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORP.,

Defendants

WRIT OF SEIZURE

TO THE SHERIFF OF CLEARFIELD COUNTY:

(1) To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following described property to: _____CITIZENS AUTO FINANCE CORP_____

_____ Defendant(s)

being: (premises as follows):

1FTNF21506EB63026.

(2) To satisfy the costs against the Defendant(s), you are directed to levy upon any property of the Defendant(s) and sell his/her (or their) interest therein.

Prothonotary

_____
~~Deputy~~

DATED: Aug. 31, 2009

WWR No.

David L. Nearhood
Plaintiff
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	:	**CIVIL ACTION – LAW**
	:	
Plaintiff	:	
	:	
vs	:	**EXPERT WITNESS LIST**
	:	
RIDER FORD, INC., a/k/a RIDER FORD	:	
	:	
and	:	**CASE NO.: 2007-908-CD**
	:	
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	:	
	:	
Defendants	:	

PL
expert
wit-
list

FILED
02:25 3M
AUG 31 2009
William A. Shaw
Prothonotary/Clerk of Courts
3 cc Pltf

David L. Nearhood Plaintiff
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
Plaintiff	**:**
vs	**: EXPERT WITNESS LIST**
RIDER FORD, INC., a/k/a RIDER FORD	**:**
and	**: CASE NO.: 2007-908-CD**
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
Defendants	**:**

EXPERT WITNESS LIST

Now comes Plaintiff, David L. Nearhood, with his **Expert Witness List** of the following:

New York Handwriting expert,
NY Forensic Document Examiner
Robert Baier
24 Regent Road
Warwick, New York 10990
Phone 845-988-0889

Former Employee of Walks Towing
Mark Nearhood
146 Nearhood Lane
Morrisdale, PA 16858
Phone 814-345-7464

Criminal Fraud Division
Motor Vehicles
Custodian of Records
Allen D. Biehler
Commonwealth Keystone Building
400 North Street, 8th Floor
Harrisburg, PA 17120-0095

Interstate Scales
Weightmaster
Judy Dobo
George Campbell
Kwik Fill Plaza
73 Rolling Stone Rd
Kylertown, PA 16847

PA State Police
Michael Green
147 Doe Hill Rd
Woodland, PA 16881
Phone 814-857-3800

Phone 814-345-6119

Respectively Submitted,

Date: August 31, 2009

by David L. Nearhood
David L. Nearhood
Plaintiff

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. □ 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Aug. 31, 2009 _____, a copy of the attached, **EXPERT WITNESS LIST**, by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

David L. Nearhood, Plaintiff

Dated: August 31, 2009 by David L. Nearhood

in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

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

DAVID L. NEARHOOD, Plaintiff	:	No. 07-908-CD
	:	Type of Pleading:
Vs.	:	
	:	**MOTION IN LIMINE**
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants	:	Filed on Behalf of: DEFENDANTS
	:	Counsel of Record for This Party:
	:	Jeffrey W. Stover, Esquire PA No. 37652 Susan E. Bardo, Esquire PA No. 93738 122 East High Street P.O. Box 209 Bellefonte, PA 16801 (814) 355-8235 (814) 355-1304 – fax

FILED 3CC
013:45801 Atty
OCT 02 2009 Kesner
William A. Shaw on
Prothonotary/Clerk of Courts behalf of
Atty Stover)
(GV)

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

DAVID L. NEARHOOD Plaintiff,	:	No. 07-908-CD
v.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP. Defendants.	:	

MOTION IN LIMINE

COMES NOW Defendant Rider Ford, Inc., by and through its attorneys, Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C. and files this Motion in Limine to exclude the expert testimony of Robert Baier, Allen D. Biehler, Mark Nearhood, Judy Dobo, George Campbell and Michael Green based upon the following facts:

1. This matter is scheduled for a jury trial before this Honorable Court on November 16, 2009 and November 17, 2009.

2. Plaintiff filed his Complaint on June 8, 2007 alleging causes of action including, but not limited to, breach of contract, contract fraud/misrepresentation, deception, concealment, invalid contract, illegal contract, defacto contract, unconscionable contract, contributory negligence and negligence.

3. Defendant Rider Ford filed its Preliminary Objections on JAN 20, 2007.

4. After hearing on the Preliminary Objections, briefs were submitted by the parties. This Honorable Court granted the majority of Defendant's objections via Order dated October 19, 2007.

5. The only claims remaining between Plaintiff and Defendant Rider Ford are breach of contract and contract fraud/misrepresentation.

6. On August 31, 2009, Plaintiff filed his "Expert Witness List". Said list contains six names.

7. None of the individuals listed as expert witnesses have submitted expert reports.

8. Upon information and belief, Plaintiff intends to offer the testimony of those listed as expert witnesses in his case-in-chief.

Michael Green

9. Plaintiff has listed Michael Green of the Pennsylvania State Police as an expert witness.

10. Plaintiff made allegations in his complaint at paragraph 20 regarding a conversation that he had with Trooper Green.

11. Plaintiff made allegations in his complaint at paragraph 21 regarding an investigation conducted by Trooper Green and the resulting report.

12. Defendant Rider Ford objected to these paragraphs as containing impertinent matter.

13. This Honorable Court in its Order dated October 19, 2007, struck paragraphs 17, 20 and 21 from the complaint because they contained impertinent matter.

14. No expert report has been submitted for Trooper Green.

WHEREFORE, Defendant respectfully requests this Honorable Court: (1) preclude Trooper Michael Green from testifying as an expert witness; and (2) preclude any testimony from Trooper Green concerning conversations had with Plaintiff, any civil and/or criminal investigation he conducted concerning Defendant Rider Ford and any

report filed by Trooper Green as a result of any such investigation as such testimony would be impertinent.

Robert Baier

15. Paragraphs 1-14 are incorporated herein by reference.

16. Plaintiff has listed Robert Baier, a New York Forensic Document Examiner, as a handwriting expert.

17. No expert report has been submitted for Robert Baier.

WHEREFORE, Defendant respectfully requests this Honorable Court preclude Robert Baier from testifying as an expert witness.

Allen D. Biehler

18. Paragraphs 1-17 are incorporated herein by reference.

19. Plaintiff has listed Allen D. Biehler, Custodian of Records, Motor Vehicles, as an expert witness.

20. No expert report has been submitted for Allen D. Biehler.

WHEREFORE, Defendant respectfully requests this Honorable Court preclude Allen D. Biehler from testifying as an expert witness.

Judy Dobo and George Campbell

21. Paragraphs 1-20 are incorporated herein by reference.

22. Plaintiff has listed Judy Dobo and George Campbell, Weightmasters Interstate Scales as expert witnesses.

23. No experts reports have been submitted for Judy Dobo and George Campbell.

WHEREFORE, Defendant respectfully requests this Honorable Court preclude Judy Dobo and/or George Campbell from testifying as expert witnesses.

Mark Nearhood

24. Paragraphs 1-23 are incorporated herein by reference.

25. Plaintiff has listed Mark Nearhood, former employee of Walk's Towing as an expert witness.

26. Upon information and belief, Mark Nearhood will offer testimony that Walk's Towing charged $50.00 for each day that a towed car was kept in its lot.

27. This testimony is irrelevant to the calculation of damages in this case. Walk's is a towing business with overhead, salaries and expenses.

28. Plaintiff in this case, is an individual who has kept the subject vehicle in his private garage. He has chosen to park the vehicle there, rather than returning it to one of the Defendants.

29. No expert report has been submitted for Mark Nearhood.

WHEREFORE, Defendant respectfully requests this Honorable Court (1) preclude Mark Nearhood from testifying as an expert witness; and (2) preclude any testimony from Mr. Nearhood regarding damages as his testimony on the subject is irrelevant.

Respectfully submitted:

STOVER, McGLAUGHLIN, GERACE, WEYANDT & McCORMICK, P.C.

By: Jeffrey W. Stover by KCK

Jeffrey W. Stover
PA No. 37652
Susan E. Bardo
PA No. 93738
122 East High Street
P.O. Box 209
Bellefonte, PA 16801
(814) 355-8235
(814) 355-1304 fax
Attorneys for Defendant,
Rider Ford, Inc.

Date: 10/2/2009

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

DAVID L. NEARHOOD, Plaintiff,	:	Docket No. 07-908-CD
vs.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants.	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused the foregoing document to be served upon the person(s) listed by depositing the same with the U.S. Postal Service, first class, postage prepaid, addressed as follows:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

James C. Warmbrodt, Esquire
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517

VIA FACSIMILE: The Honorable Fredric J. Ammerman
Fax (814) 765-7649

Date: _____ By: _____
Susan E. Bardo

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

DAVID L. NEARHOOD, Plaintiff	:	No. 07-908-CD
v.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants	:	

RULE TO SHOW CAUSE

AND NOW, this 6th day of Oct, 2009, a Rule is granted on the Plaintiff to show cause by Defendant Rider Ford's Motion in Limine should not be granted.

This Rule is returnable for hearing on the 19th day of October, 2009, at 10:00 o'clock A.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

Fredric J. Ammerman, P.J.

FILED
01 9:34 BA
OCT 08 2009
William A. Shaw
Prothonotary/Clerk of Courts
3CC Atty Stover

FILED

OCT 08 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/8/09

X 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:

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

FILED
OCT 14 2009
William A. Shaw
Prothonotary/Clerk of Courts
1 CERT TO ATTY

DAVID L. NEARHOOD,
Plaintiff,

vs.

RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP.,
Defendants.

Docket No. 07-908-CD

Type of Case: Breach of Contract

Type of Pleading:
Motion to Reschedule

Filed on Behalf of: Defendant,
Rider Ford, Inc.

Counsel of Record for this Party:
Jeffrey W. Stover
PA No. 37652

Susan E. Bardo
PA No. 93738

Stover, McGlaughlin, Gerace,
Weyandt & McCormick, P.C.
122 East High Street
Bellefonte, PA 16823
(814) 355-8235

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

DAVID L. NEARHOOD, Plaintiff,	:	Docket No. 07-908-CD
vs.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants.	:	

MOTION TO RESCHEDULE ARGUMENT

COMES NOW, Defendant Rider Ford, Inc. by and through its attorneys, Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C., and files this Motion to Reschedule Argument, a statement of which follows:

1. Defendant Rider Ford filed a Motion in Limine on October 2, 2009.

2. The Court has set October 19, 2009, at 10:00a.m. as the date and time for hearing on said Motion.

3. Neither of Defendant's attorneys is able to attend the hearing on October 19th due to scheduling conflicts.

4. Defendant's counsel has spoken with Clearfield County Court Administration to determine a date and time for hearing that will accommodate counsel's schedule. That date and time being October 27, 2009 at 3:00 p.m..

WHEREFORE, Defendant Rider Ford, Inc., prays this Honorable Court reschedule argument on its Motion in Limine to October 27, 2009 at 3:00 p.m..

Respectfully submitted:

STOVER, McGLAUGHLIN, GERACE,
WEYANDT & McCORMICK, P.C.

By: _____

Susan E. Bardo
PA No. 93738
Jeffrey W. Stover
PA No. 37652
122 East High Street
Bellefonte, PA 16823
(814) 355-8235
(814) 355-1304 facsimile

Date: 13 Oct. 2009

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

DAVID L. NEARHOOD, Plaintiff,	:	Docket No. 07-908-CD
vs.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants.	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused the foregoing document to be served upon the person(s) listed by depositing the same with the U.S. Postal Service, first class, postage prepaid, addressed as follows:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

James C. Warmbrodt, Esquire
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517

VIA FACSIMILE: The Honorable Fredric J. Ammerman
Fax (814) 765-7649

Date: 13. Oct. 2009

By: _____
Susan E. Bardo

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

DAVID L. NEARHOOD,	*	No. 07-908-CD
Plaintiff	*	
	*	
vs	*	
RIDER FORD, INC, a/k/a RIDER FORD,	*	
and CITIZENS AUTOMOBILE FINANCE	*	
CORP., a/k/ a CITIZENS AUTO	*	
FINANCE CORP.,	*	
Defendants	*	

FILED
OCT 14 2009
03:30
William A. Shaw
Prothonotary/Clerk of Courts
3 CERT TO ATTY

ORDER

AND NOW, this 14th day of October, 2009, the Court being in receipt of the Defendant Rider Ford's Motion to Reschedule, it is the ORDER of this Court that the said Motion be and is hereby GRANTED and argument on Defendant Rider Ford's Motion in Limine be and is hereby **rescheduled** from October 19, 2009 at 10:00 a.m. to the **27th day of October, 2009 at 3:00 p.m.** in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

ORIGINAL

DATE: 10-14-09

K 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:

FILED

OCT 14 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD,
Plaintiff,

vs.

RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP.,
Defendants.

Docket No. 07-908-CD

Type of Case: Breach of Contract

Type of Pleading:
Motion to Reschedule

Filed on Behalf of: Defendant,
Rider Ford, Inc.

Counsel of Record for this Party:
Jeffrey W. Stover
PA No. 37652

Susan E. Bardo
PA No. 93738

Stover, McGlaughlin, Gerace,
Weyandt & McCormick, P.C.
122 East High Street
Bellefonte, PA 16823
(814) 355-8235

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

DAVID L. NEARHOOD, Plaintiff,	:	Docket No. 07-908-CD
vs.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants.	:	

MOTION TO RESCHEDULE ARGUMENT

COMES NOW, Defendant Rider Ford, Inc. by and through its attorneys, Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C., and files this Motion to Reschedule Argument, a statement of which follows:

1. Defendant Rider Ford filed a Motion in Limine on October 2, 2009.

2. The Court has set October 19, 2009, at 10:00a.m. as the date and time for hearing on said Motion.

3. Neither of Defendant's attorneys is able to attend the hearing on October 19th due to scheduling conflicts.

4. Defendant's counsel has spoken with Clearfield County Court Administration to determine a date and time for hearing that will accommodate counsel's schedule. That date and time being October 27, 2009 at 3:00 p.m..

WHEREFORE, Defendant Rider Ford, Inc., prays this Honorable Court reschedule argument on its Motion in Limine to October 27, 2009 at 3:00 p.m..

Respectfully submitted:

STOVER, McGLAUGHLIN, GERACE, WEYANDT & McCORMICK, P.C.

By: _____

Susan E. Bardo
PA No. 93738
Jeffrey W. Stover
PA No. 37652
122 East High Street
Bellefonte, PA 16823
(814) 355-8235
(814) 355-1304 facsimile

Date: 13 Oct. 2009

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

DAVID L. NEARHOOD, Plaintiff,	:	Docket No. 07-908-CD
vs.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants.	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused the foregoing document to be served upon the person(s) listed by depositing the same with the U.S. Postal Service, first class, postage prepaid, addressed as follows:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

James C. Warmbrodt, Esquire
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburg, PA 15219-9517

VIA FACSIMILE: The Honorable Fredric J. Ammerman
Fax (814) 765-7649

Date: 13 Oct. 2009

By: _____
Susan E. Bardo

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

DAVID L. NEARHOOD	:	
Plaintiff,	:	**No. 07-908-CD**
	:	
V.	:	
	:	
RIDER FORD, INC. AND CITIZENS AUTOMOBILE FINANCE CORP.	:	**CIVIL - LAW**
Defendants.	:	

FILED 3cc Plff
0/8:48 Lm
OCT 16 2009 (610)

William A. Shaw
Prothonotary/Clerk of Courts

PLAINTIFF'S REPLY TO DEFENDANT'S MOTION IN LIMINE

Now comes Plaintiff, David L.Nearhood, with his reply to the Defendant, Rider Ford's **Motion in Limine**.

Plaintiff, David L. Nearhood, ask for this Honorable Court to pardon this Plaintiff and grant its favor to this Plaintiff and an extension of time for filing his expert witness report for the following reasons.

1. Plaintiff could not get any cooperation from court recorders to get deposition recorded. Plaintiff did attempt to contact several stenographers and did leave messages, but had no responses nor were any of the messages returned. And the ones that was Personally contacted was not willing to help.

2. It was the understanding that the reports to be filed with the court and the Defendants were of those that had not previously been reported in other filings. And what nature the testimonies the witnesses in question would be addressing. It is the belief of this plaintiff that the pervious filings were suffice. In that they made reference to some of the witnesses.

3. Michael Green of the PA State Police, criminal fraud division. This was filed in the original complaint and in the Exhibits.

4. And Mark Nearhood was an eyewitness to the signing of the documents in question, the Buyers Order and the Finance agreement. He was added to the Expert Witness list so to avoid any objections from the defendants as to the nature of his former employer Walks Towing. And his knowledge of the cost for storage of a vehicle the size of the truck in question. For the most part his testimony is not one of an expert witness.

5. Allen D. Biehler is the Secretary of Transportation at the Department of Motor Vehicles and must accompany those original documents when they are subpoena to court. If nothing else he must be present when the original documents are present. And to simply verify that they are the originals. And when they were received at the Department of Vehicles.

I would like to also make a correction here that a clerical error was made in the Expert Witness List that Allen D. Biehler is the Secretary of Transportation and that Anita M. Wasko is the Custodian of Records. And it maybe that one or the other will be subpoenaed or both. With the original records in their custody.

6. Judy Dobo the Manager of the Kwik fill Plaza and George Campbell are needed to verify the signature on the Interstate Scales receipt is that of George Campbell and to verify that the receipt is legitimate. Not nessacerily for any expert testimony.

7. Robert Baier, Handwriting expert is the only witness that is for sure an expert

witness. And I regret as well as he himself that he missed the completion of the forensic work that I hired him to do by the courts deadline, as the court can see by the e-mail that he sent to Plaintiff in response to my notifying him that the deadline has pasted. See Exhibit A Plaintiff requests that this court extend the deadline for this expert witness to complete his work and to testify at the trial hearing. This was not the fault of Plaintiff, David Nearhood's that the expert witness report not completed in a timely manner.

8. Plaintiff has had a heavy workload at his regular job.

9.Plaintiff has been pressed for time due to conferences that he attended, in state and out of state.

10.Plaintiff has been preparing and observing biblical Feast of Yahweh.

11. **The Pennsylvania Rules of Civil Procedure as well as Pennsylvania and Federal Case Law (and other states too) specify that the rules of court or procedure for a party, and especially an *in pro per* (*pro se*) litigant, are to be given a liberal construction of intent, and the Court "may disregard any error or defect of procedure which does not affect the substantial rights of the parties", Pa.R.C.P., Rule 126, as far as is possible so as to "secure the just, speedy and inexpensive determination of every action or proceeding" and to assure that the "substantial rights of the parties" are upheld. The Plaintiff is a pro per litigant, and not held to the same stringent standards as licensed attorneys, as long as the court can reasonably read the pleadings and use common sense in the relief being sought, despite failure to cite proper legal authority, poor syntax and sentence construction, confusion of legal theories, *and unfamiliarity with pleading requirements*. Haines v. Kerner, 404 U.S. 519, 92 S.Ct. 594, 30 L.Ed.2d 652 (1972); Boag v. MacDougall, 454 U.S. 364, 102 S.Ct. 700, 70 L.Ed.2d 551 (1982). The Court should not strike a party's Complaint for failure to precisely follow or for merely being in unintentional technical violation of a rule, if there are substantative issues of right and of the rights of parties to seek justice and redress, especially if the court can follow the intent clearly of the pro-se litigant. In the instant case, the substantial rights of the party Defendant Rider Ford, Inc. would not be affected, but the Plaintiff's would.**

Plaintiff may have erred in putting witnesses on the list that are not considered to

be experts in the line of questioning that is intended.

Though some maybe experts in their field. The questions intended for them are verification questions. The documents that have been previously submitted speak for themselves.

Since a hearing date has been set for a Rule To Show Cause this Plaintiff will at that time address the other issues that the Defendant, Rider Ford has brought up.

Wherefore, Plaintiff would further respectfully request a continuance of the trial dates and a resetting of the expert witness report deadlines to rectify the failures of the witnesses to respond timely. And it will be very difficult for this Plaintiff to be prepared by the trial dates of November 16 and 17, 2009

Respectfully Submitted,

David L. Nearhood

Date: Oct. 16, 2009

David L. Nearhood, Plaintiff

SmartZone Communications Center Collaboration Suite dnearhood@comcast.net

Re: no help Tuesday, October 06, 2009 6:43:11 AM

From: info@robertbaier.com
To: dnearhood@comcast.net

Dear Mr. Nearhood,

Even though I put some hours into your case I will be refunding all of your money (590) via credit card.

I still can not think of even one instance that I failed to meet someone's deadline for a report but in your case I did.

I wish you had called me even the night before the deadline and said Bob I haven't heard from you and my deadline for your report is tomorrow to submit to the court. I would have stayed up all night if necessary and would have had it to you via email, fax to be able to submit.

I had difficulty sleeping last night because of this. I feel terrible and I am truly sorry.

Sincerely,

Bob

----- Original Message -----
From: dnearhood@comcast.net
To: info@robertbaier.com
Sent: Monday, October 05, 2009 5:35 PM
Subject: no help

Dear Mr. Baier,
I did not receive any expert witness report to submit to the court and it is no longer timely. So I regret that I will not be permitted to file any reports with the court or be permitted to have you testify.

David

Nearhood

Exhibit A

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby solemnly declare that the facts set forth in the foregoing **PLAINTIFF'S REPLY TO DEFENDANTS'S MOTION IN LIMINE**, are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Oct. 16, 2009

by David L. Nearhood
David L. Nearhood
Plaintiff, *in propria persona*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

DAVID L. NEARHOOD	:	
Plaintiff,	:	**No. 07-908-CD**
	:	
V.	:	
	:	
RIDER FORD, INC. AND CITIZENS AUTOMOBILE FINANCE CORP.	:	**CIVIL - LAW**
Defendants.	:	

CERTIFICATE OF SERVICE

Under penalty of 18 Pa.C.S. 4904, relating to unsworn falsification to authories, I David L. Nearhood, hereby certify that I served on Oct. 16, 2009, a copy of the attached PLAINTIFF'S REPLY TO DEFENDANT'S MOTION IN LIMINE by depositing a true and correct copy in the U.S. Mail to:

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Kopper Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; FAX: (412) 338-7130

Stover, McGlaughlin, Gerace, Weyandt &Mccormick, P.C.
Attorney for Defendant Rider Ford,Inc.
Jeffery W. Stover #37652
Susan E. Bardo # 93738
122 E.High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; FAX (814) 355-1304

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

DAVID L. NEARHOOD, Plaintiff	:	No. 07-908-CD
v.	:	
RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP., Defendants	:	

RULE TO SHOW CAUSE

AND NOW, this 15 day of Oct, 2009, a Rule is granted on the Plaintiff to show cause by Defendant Rider Ford's Motion in Limine should not be granted.

This Rule is returnable for hearing on the 27th day of October, 2009, at 3:00 o'clock p.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

Fredric J. Ammerman, P.J.

FILED
013:50/cc
OCT 16 2009
William A. Shaw
Prothonotary/Clerk of Courts
2cc Atty Bardo

FILED

OCT 16 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/16/09

X 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:

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

FILED

OCT 28 2009

William A. Shaw
Prothonotary/Clerk of Courts

DAVID L. NEARHOOD :

-vs- : No. 07-908-CD

RIDER FORD, INC. and CITIZENS AUTOMOBILE FINANCE CORP. :

O R D E R

AND NOW, this 27th day of October, 2009, following argument on the Defendant's Motion in Limine filed on October 2, 2009, it is the ORDER of this Court as follows:

1. The proffered testimony of Trooper Michael Greene is hereby stricken as irrelevant. Trooper Michael Greene shall not be permitted to testify at time of trial;

2. The testimony of Robert Baier, handwriting expert, is hereby precluded, as no expert report was submitted pursuant to the provisions of this Court's Pre-Trial Order of July 2, 2009;

3. Plaintiff's expert Allen D. Biehler shall not be permitted to testify as an expert witness in the case;

4. Witnesses for the Plaintiff Judy Dobo and George Campbell shall not be permitted to testify as expert witnesses in the case;

5. The Motion in Limine is granted as to any testimony by Mark Nearhood that Walk's Towing charges Fifty

($50.00) Dollars for each day that a towed car is kept in its lot. The proffered testimony is not relevant to any damages which may have been sustained by the Plaintiff for his actions in keeping the vehicle in question in his garage.

BY THE COURT,

President Judge

DATE: 10-28-09

_____ You are responsible for serving all appropriate parties.

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

X Plaintiff(s) _____ Plaintiff(s) Attorney _____ Other

_____ Defendant(s) X Defendant(s) Attorney STOVER, JEFF

_____ Special Instructions: WARNBROCK, JAN

1223 OAK GROVE ROAD
MORRISDALE, PA
16858

FILED

OCT 28 2009

William A. Shaw
Prothonotary/Clerk of Courts

2007-908-CD

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Nov. 9, 2009, a copy of the attached, **SUBPOENA TO ATTEND AND TESTIFY (for Mark Nearhood),** by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

David L. Nearhood

David L. Nearhood, Plaintiff

FILED
o 11:33 p.m. GK
NOV 09 2009
William A. Shaw
Prothonotary/Clerk of Courts

2cc Piff.

COMMONWEALTH OF PENNSYLVANIA
CLEARFIELD COUNTY

David L. Nearhood
Plaintiff(s)
Vs.
Rider Ford, Inc.
Citizens Automobile Finance Corp.
Defendant(s)

No. 2007-00908-CD

SUBPOENA TO ATTEND AND TESTIFY

TO: Mark Nearhood, 146 Nearhood Lane, Morrisdale, PA 16858

1. You are ordered by the Court to come to Courtroom #1 Clearfield County Courthouse, 230 East Market & North Second Street
(Specify Courtroom or other place)
at Clearfield County, Pennsylvania, on November 16-17 2009 at 9:00 o'clock, A M., to testify on behalf of David Lee Nearhood in the above case, and to remain until excused.

2. And bring with you the following: _____

If you fail to attend or to produce the documents or things required by this subpoena, you may be subject to the sanctions authorized by Rule 234.5 of the Pennsylvania Rules of Civil Procedure, including but not limited to costs, attorney fees and imprisonment.

ISSUED BY A PARTY/COUNSEL IN COMPLIANCE WITH PA.R.C.P. No. 234.2(a)

NAME: David L. Nearhood
ADDRESS: 1223 Oak Grove Rd
Morrisdale, PA 16858
TELEPHONE: 814-342-7464
SUPREME COURT ID # N/A

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

~~Deputy~~

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA

DATE: Friday, October 30, 2009
Seal of the Court

OFFICIAL NOTE: This form of subpoena shall be used whenever a subpoena is issuable, including hearings in connection with depositions and before arbitrators, masters, commissioners, etc. in compliance with PA.R.C.P. No. 234.1 . If a subpoena for production of documents, records or things is desired, complete Paragraph 2.

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

DAVID L. NEARHOOD, * No. 07-908-CD
Plaintiff *
*
vs *
RIDER FORD, INC, a/k/a RIDER FORD,*
and CITIZENS AUTOMOBILE FINANCE*
CORP., a/k/ a CITIZENS AUTO *
FINANCE CORP., *
Defendants *

ORDER

NOW, this 2nd day of July, 2009, following pre-trial conference with counsel and the parties as set forth above, it is the ORDER of this Court as follows:

1. Jury Selection will be held on July 23, 2009 commencing at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. Jury Trial is hereby scheduled for November 16 and 17, 2009, commencing at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse.
3. All depositions which are to be used for trial presentation purposes shall be completed by absolutely no later than sixty (60) days prior to the commencement of trial or the same will not be available for use at trial. A copy of the transcript of any such deposition(s) shall be provided to opposing counsel within no more that ten (10) days following completion of the deposition(s).
4. The written report of any expert who will testify at trial which has not previously been provided to opposing counsel shall be delivered within no more than sixty (60) days from this date. Failure to comply will result in the witness not being available for use at trial.
5. Any party making objections relative the testimony to be provided by any witness in the form of a deposition at the time of trial shall submit said objections to the Court, in writing, no later than forty-five (45) days prior to the commencement of

trial. All objections shall reference specific page and line numbers within the deposition(s) in question along with that party's brief relative same. The opposing party shall file an Answer thereto and submit its brief in opposition to said objections no later than thirty (30) days prior to the commencement of trial.

6. Any party filing any Motion or Petition regarding limitation or exclusion of evidence or testimony to be presented at time of trial, including but not limited to Motions in Limine, shall file the same no more than forty-five (45) days prior to the trial date. The party's Petition or Motion shall be accompanied by an appropriate brief. The responding party thereto shall file its Answer and submit appropriate response brief no later than thirty (30) days prior to trial.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

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

MAY 07 2008

Attest:

Prothonotary/
Clerk of Courts

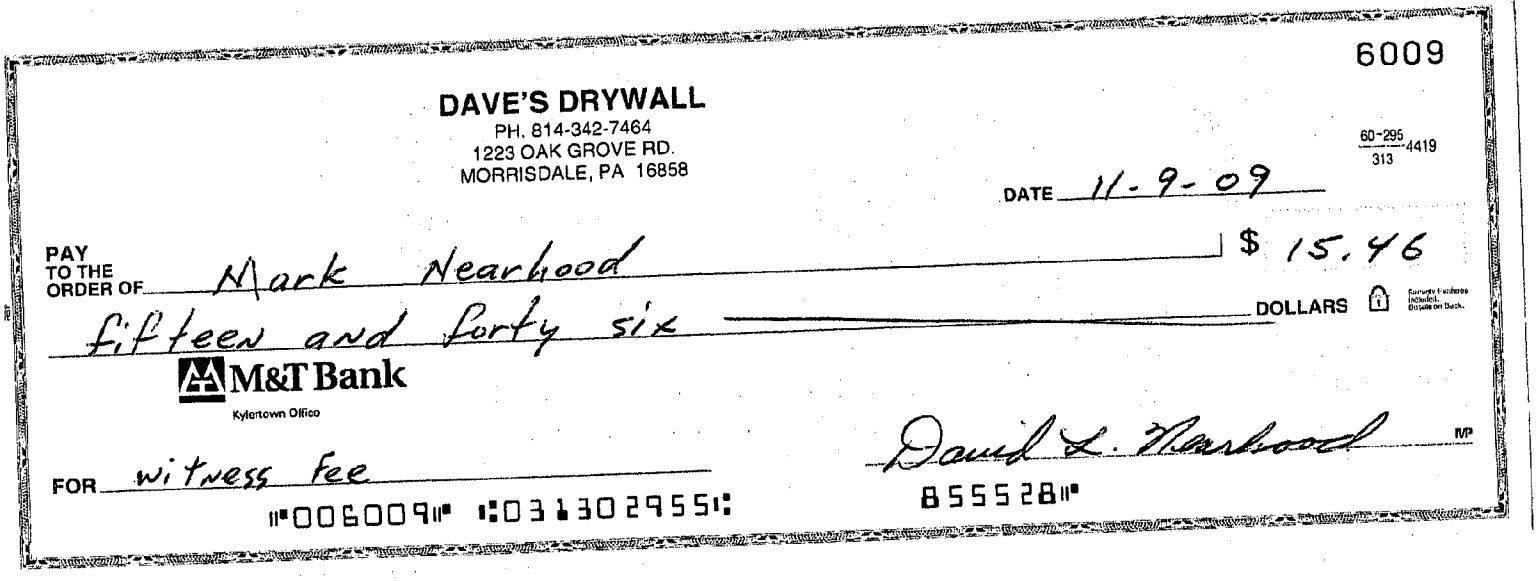
Subpoena to attend and testify: Mark Nearhood

WITNESS FEES: Fees are set by 42 Pa.C.S. § 5903

Pennsylvania State Court

- $5.00 a day per witness
- $.07 cents per mile round trip (estimated from Witness's residence or office to deposition/hearing location and return)

1 Witness @ $5.00/ each	$10.00
Round trip mileage @ 39	$5.46
Total Enclosed	$15.46



6009

DAVE'S DRYWALL
PH. 814-342-7464
1223 OAK GROVE RD.
MORRISDALE, PA 16858

60-295
313
4419

DATE 11-9-09

PAY TO THE ORDER OF Mark Nearhood $ 15.46

fifteen and forty six DOLLARS

Security Features Included. Details on Back.

M&T Bank
Kylertown Office

FOR witness fee

David L. Nearhood

⑈006009⑈ ⑆031302955⑆ 855528⑈

2007-908-CD

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Nov. 9, 2009, a copy of the attached, **SUBPOENA TO ATTEND AND TESTIFY (for George Campbell),** by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

David L. Nearhood

David L. Nearhood, Plaintiff

FILED
0 11:33 a.m. GK
NOV 09 2009
2cc Plff
William A. Shaw
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA
CLEARFIELD COUNTY

David L. Nearhood
Plaintiff(s)
Vs.
Rider Ford, Inc.
Citizens Automobile Finance Corp.
Defendant(s)

No. 2007-00908-CD

SUBPOENA TO ATTEND AND TESTIFY

TO: George Campbell, Weightmaster, Interstate Scales, Kwik Fill Plaza, 73 Rollingstone Rd, Kylertown, PA 16847

1. You are ordered by the Court to come to Courtroom #1 Clearfield County Courthouse, 230 East Market & North Second Street
(Specify Courtroom or other place)
at Clearfield County, Pennsylvania, on November 16, 2009 at 9:00 o'clock, A M., to testify on behalf of David Lee Nearhood in the above case, and to remain until excused.

2. And bring with you the following: Original Document No 620241 Interstate Scale ticket, dated: 09 May 2007

If you fail to attend or to produce the documents or things required by this subpoena, you may be subject to the sanctions authorized by Rule 234.5 of the Pennsylvania Rules of Civil Procedure, including but not limited to costs, attorney fees and imprisonment.

ISSUED BY A PARTY/COUNSEL IN COMPLIANCE WITH PA.R.C.P. No. 234.2(a)

NAME: David L. Nearhood
ADDRESS: 1223 Oak Grove Rd
Morrisdale PA 16858
TELEPHONE: 814-342-7464
SUPREME COURT ID # _____

BY THE COURT:

William A. Shaw
Prothonotary/Clerk Civil Division

~~Deputy~~

DATE: Friday, October 30, 2009
Seal of the Court

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA

OFFICIAL NOTE: This form of subpoena shall be used whenever a subpoena is issuable, including hearings in connection with depositions and before arbitrators, masters, commissioners, etc. in compliance with PA.R.C.P. No. 234.1 . If a subpoena for production of documents, records or things is desired, complete Paragraph 2.

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

DAVID L. NEARHOOD, Plaintiff	*	No. 07-908-CD
vs	*	
RIDER FORD, INC, a/k/a RIDER FORD, and CITIZENS AUTOMOBILE FINANCE CORP., a/k/ a CITIZENS AUTO FINANCE CORP., Defendants	*	

ORDER

NOW, this 2nd day of July, 2009, following pre-trial conference with counsel and the parties as set forth above, it is the ORDER of this Court as follows:

1. Jury Selection will be held on July 23, 2009 commencing at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. Jury Trial is hereby scheduled for November 16 and 17, 2009, commencing at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse.
3. All depositions which are to be used for trial presentation purposes shall be completed by absolutely no later than sixty (60) days prior to the commencement of trial or the same will not be available for use at trial. A copy of the transcript of any such deposition(s) shall be provided to opposing counsel within no more that ten (10) days following completion of the deposition(s).
4. The written report of any expert who will testify at trial which has not previously been provided to opposing counsel shall be delivered within no more than sixty (60) days from this date. Failure to comply will result in the witness not being available for use at trial.
5. Any party making objections relative the testimony to be provided by any witness in the form of a deposition at the time of trial shall submit said objections to the Court, in writing, no later than forty-five (45) days prior to the commencement of

trial. All objections shall reference specific page and line numbers within the deposition(s) in question along with that party's brief relative same. The opposing party shall file an Answer thereto and submit its brief in opposition to said objections no later than thirty (30) days prior to the commencement of trial.

6. Any party filing any Motion or Petition regarding limitation or exclusion of evidence or testimony to be presented at time of trial, including but not limited to Motions in Limine, shall file the same no more than forty-five (45) days prior to the trial date. The party's Petition or Motion shall be accompanied by an appropriate brief. The responding party thereto shall file its Answer and submit appropriate response brief no later than thirty (30) days prior to trial.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

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

JUL 07 2009

Attest: Prothonotary/
Clerk of Courts

Subpoena to attend and testify: George Campbell

WITNESS FEES: Fees are set by 42 Pa.C.S. § 5903

Pennsylvania State Court

- $5.00 a day per witness
- $.07 cents per mile round trip (estimated from Witness's residence or office to deposition/hearing location and return)

1 Witness @ $5.00/ each	$5.00
Round trip mileage @ 36	$2.52
Total Enclosed	$7.52

6008

DAVE'S DRYWALL
PH. 814-342-7464
1223 OAK GROVE RD.
MORRISDALE, PA 16858

60-295/313 4419

DATE 11-9-09

PAY TO THE ORDER OF George Campbell $ 7.52

seven and fifty two DOLLARS

Security Features Included. Details on Back.

M&T Bank
Kylertown Office

FOR witness fee

David L. Rearick

MP

⑈006008⑈ ⑆031302955⑆ 855528⑈

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

DAVID L. NEARHOOD	)	
	)	
VS.	)	NO. 07-908-CD
	)	
RIDER FORD, INC., A/K/A	)	
FORD AND CITIZENS AUTOMOBILE	)	
FINANCE CORP., a/k/a	)	
CITIZENS AUTO FINANCE CORP.	)	

O R D E R

NOW this 16th day of November, 2009, upon the conclusion of the Plaintiff's case, the Defense having made Motion for Nonsuit; in consideration of the circumstances, with the Court believing that, as a matter of law, the Plaintiff has not been able to prove a breach in contract or fraud/misrepresentation, it is the ORDER of this Court that the said Motion for Nonsuit be and is hereby granted. The Plaintiff's Complaint is hereby dismissed, with prejudice.

BY THE COURT,

President Judge

FILED
01/10:51/01
NOV 17 2009
William A. Shaw
Prothonotary/Clerk of Courts

cc Piff (61)
1223 Oak Grove Rd.
Morrisdale, PA 16858

cc Attys:
Stover/Bardo
Wasmbrodt

FILED

NOV 17 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/17/09

___ You are responsible for serving all appropriate parties.

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

X Plaintiff(s) ___ Plaintiff(s) Attorney ___ Other

___ Defendant(s) X Defendant(s) Attorney

___ Special Instructions:

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORP.

Defendant.

No. 2007-00908-CD

DEFENDANT'S NOTICE PURSUANT TO PA.R.C.P. 1305(b)

FILED ON BEHALF OF
Defendant, Citizens Auto Finance Corp.

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
P.A. ID #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, Pa 15219
(412) 434-7955

WWR#6101364

FILED NO CC
NOV 23 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD

Plaintiff, No. 2007-00908-CD

vs.

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORPORATION

Defendants.

DEFENDANT'S NOTICE PURSUANT TO PA.R.C.P. 1305(b)

AND NOW, comes the Defendant, Citizens Auto Finance Corporation, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and hereby gives notice pursuant to Pa.R.C.P. 1305(b) of its intention to offer into evidence at the arbitration hearing the following documents, the copies of which are attached hereto:

1. A true and correct copy of the Retail Installment Sale Contract signed by the Plaintiff on or about December 30, 2006.
2. A true and correct copy of the Certificate of Title issued to David L. Nearhood for 2006 Ford Truck S—DTY, F-250 VIN: 1FTNE21506EB63026.
3. A true and correct copy of Citizens Auto Finance Corporation's payment history.

Respectfully Submitted:

James C. Warmbrodt, Esquire

WWR#6101364

Citizens Automobile Finance Corp.

RETAIL INSTALLMENT CONTRACT

PA

Dealer Number _____ 12/30/2006

Buyer: DAVID L NEARHOOD 1223 OAK GROVE ROAD MORRISDALE PA 16858
(Print Full Name and Address of Principal Residence)

Co-Buyer: _____
(Print Full Name and Address of Principal Residence)

Creditor-Seller: RIDEN FORD 1001 WALTON ST. PHILIPSBURG PA 16866
(Print Full Name and Address)

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee ("Assignee").

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW	2006	FORD TRUCK S-DTY F-250	REG CAB	1FTNF21506EB63026	

If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for ☒ personal, family or household, or ☐ business purposes.

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 6500.00
8.40%	$ 7287.42	$ 22102.50	$ 29389.92	$ 35889.92

PAYMENT SCHEDULE: Your payment schedule will be 84 monthly payments of $ 349.88 each, due on the same day of each month starting on 01/29/2007

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased.

LATE FEE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maximum date.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price of Vehicle (including any accessories, installation, services, repairs, taxes and other permitted costs): $ 28509.00 (1)
2. Downpayment:
   A. Trade-in. Your Trade-in is a _____ (Year / Make / Model / VIN)
   Gross Allowance $ N/A less Amount Owing $ N/A equals Net Trade-in $ N/A
   (If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-in and enter excess as Prior Credit or Lease Balance in Item 4D)
   B. Cash Downpayment $ 2000.00
   C. Manufacturer's Rebate Applied to Downpayment $ 4500.00
   D. Total Downpayment (A plus B plus C) $ 6500.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2D): $ 22009.00 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf:
   A. Amounts Paid to Insurance Companies (Amounts paid to Insurance Companies as per insurance disclosures below)*:
      1. Optional Credit Life Insurance $ N/A
      2. Optional Credit Accident and Health Insurance $ N/A
   B. Amounts Paid to Public Officials:
      1. Government License and/or Registration Fees $ 6.00
      2. Certificate of Title Fees $ 22.50
      3. Lien Recording Fees $ 5.00
      4. UCC Filing Fees $ N/A
      5. Other (Specify) $ N/A
      6. Other (Specify) PA TIRE TAX $ 5.00
   C. Seller's Documentary Fee (not a governmental fee) $ 55.00
   D. Other Charges (Describe who will receive payment and purpose)
      1. To N/A For Prior Credit or Lease Balance $ N/A
      2. To N/A For N/A $ N/A
      3. To N/A

EXHIBIT 1

2. Certificate of Title Fees	$	22.50
3. Lien Recording Fees	$	5.00
4. UCC Filing Fees	$	N/A
5. Other (Specify)	$	N/A
6. Other (Specify) PA TIRE TAX	$	5.00
C. Seller's Documentary Fee (not a governmental fee)	$	55.00
D. Other Charges (Describe who will receive payment and purpose)		
1. To N/A For Prior Credit or Lease Balance	$	N/A
2. To N/A For N/A	$	N/A
5. Amount Financed / Unpaid Balance (3 plus 4E):	$	93.50 (4)
	$	22102.50 (5)
6. Finance Charge	$	7287.42 (6)
7. Time Balance	$	29389.92 (7)

8. Payment Schedule: One payment of $ 349.88 and 83 payments of $ 349.88 each, beginning 01/29/2007 and due on the dates shown in the PAYMENT SCHEDULE above.

*To the extent permitted by applicable law, we may be receiving a portion of these amounts.

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth In Lending Disclosures Box shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th (1/366th in a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is $1.00 or more) after you make your last payment; we will advise you of any additional amount owed (if it is $1.00 or more). There is a possibility that a supplemental payment of interest might be due if earlier payments were received after their due date.

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

N/A
(Street and Town)

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

☐ Life ☐ Buyer ☐ Co-Buyer ☐ Both) at a premium of $ N/A for a term of N/A

Credit life insurance will pay your debt on this Contract up to $ N/A

☐ Disability, Accident and Health (Buyer Only) at a premium of $ N/A for a term of N/A

Credit disability, accident and health insurance will pay your debt on this Contract up to $ N/A

The name of the insurer is N/A of
Name Home Office Address

Buyer Signature Date Co-Buyer Signature Date

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

DUE TO THE PASSAGE OF THE "USA PATRIOT ACT" WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING

VERIFICATION OF CUSTOMER IDENTITY - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. In all cases, the protection of our customer's identity and confidentiality is our pledge to you.

The Annual Percentage Rate may be negotiable with the Creditor-Seller. The Creditor-Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER.
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

12/30/2006

Buyer Signs [signature] Co-Buyer Signs

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND A COPY OF THE CITIZENS FINANCIAL GROUP, INC. PRIVACY NOTICE AT THE TIME YOU SIGN THE CONTRACT.

[signature] 12-29-06

Buyer's Signature Date (Co) Buyer's Signature Date

Creditor-Seller Signs Date

By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

Exhibit D, Page 2.30

OTHER IMPORTANT AGREEMENTS:

OWNERSHIP AND RISK OF LOSS: You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or missing. You agree not to sell, transfer, or remove the vehicle from the United States for more than 30 days without our written permission. You agree to maintain the vehicle in good condition and repair, except wear and tear caused by ordinary use. We may inspect the vehicle at any reasonable time. You will not expose the vehicle to misuse or confiscation or permit anyone to use the vehicle for any unlawful purpose. You will keep the vehicle free of any claims and seizures by any government authority. You will not rent the vehicle to others or carry passengers for hire. If we pay any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you will repay the amount when we ask for it. You will immediately notify us of any change in the address of your principal residence or the address where the vehicle is regularly located.

SECURITY INTEREST: You are giving us a security interest in: the vehicle being purchased; all proceeds of the vehicle; all accessions; and any attachments, accessories, or equipment affixed to the vehicle within ten days of this Contract. The security interest also covers: (1) insurance premiums returned to us; (2) proceeds of insurance policies on the vehicle, and (3) proceeds of any insurance policies on your life or health financed in this Contract. This security interest secures payment of all amounts you owe in this Contract and in any transfer, renewal, extension, modification, refinancing, or assignment of this Contract. It also secures your other agreements in this Contract. For purposes of this Contract, we agree to forego any security interest you may have given under another agreement which secures your obligation under this Contract. You will cause or cooperate in causing our security interest (lien) on the vehicle to be shown on the title. You will not allow any subordinate or other liens to be placed on the vehicle.

REQUIRED PHYSICAL DAMAGE INSURANCE: You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this Contract. You may obtain this insurance from any insurer you choose that is acceptable to us. You will make us loss payee and provide evidence of insurance. At any time during the term of this Contract, if you do not have physical damage insurance which covers both your and our interests in the vehicle, then we may buy it for you. If we do not buy physical damage insurance which covers both interests in the vehicle, we may, if we decide, buy insurance which covers only our interest, as permitted by applicable law.

We are under no obligation to buy any insurance, but may do so if we desire. If we buy either of these coverages, we will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a Finance Charge at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that we can use any insurance settlement either to repair the vehicle or to apply to your debt.

INSURANCE CHARGES RETURNED TO US: If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance covering only our interest in the vehicle. Any refund on optional insurance we obtain will be credited to your account or returned to you. Any insurance charges returned to us and credited to your account will be applied to as many of your installments as they will cover, beginning with the final installment.

SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT: You have the right to prepay this Contract in whole or in part at any time and you will not be charged a penalty for any such prepayment. If you are default, you may have the right to reinstate this Contract or if your property has been repossessed you may have the right under the law to receive back your property and to reinstate this Contract.

DEFAULT: You are in default if: (1) you fail to make a regularly scheduled installment payment when due; (2) any event occurs which substantially impairs the value of the vehicle; or (3) you breach any of your agreements or obligations under this Contract or if you die.

REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE: If you are in default, we can, upon written notice to you and subject to any right you may have to cure the default, demand that you pay all you owe on this Contract at once. If you fail to pay, you will be liable for interest at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law.

REPOSSESSION OF THE VEHICLE: Repossession means our taking the vehicle from you. If you are in default, we can repossess the vehicle upon written notice to you as required by law and subject to your rights to cure the default. To take the vehicle we can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal property in the vehicle, we will hold such property for the period required by law. If you fail to claim such personal property within such period, this property will be disposed of in the same manner as the vehicle. Any proceeds of such property will be applied to pay any amounts you still owe to us. Any accessories, equipment or replacement parts will remain with the vehicle.

GETTING THE VEHICLE BACK AFTER REPOSSESSION: If the vehicle has been repossessed, we may, but are not required to, allow you to reinstate this Contract and return the vehicle to you provided that you pay all past due installments, accrued late charges and agree with us on mutually satisfactory arrangements, and, if default at the time of repossession exceeded 15 days, also pay us expenses of retaking, repairing and storage authorized by law. If we do not allow you to reinstate this Contract, you may redeem the vehicle and end the Contract by payment of either of the following amounts, as applicable; (i) when default at the time of repossession was less than 15 days, the unpaid time balance plus any accrued default charges authorized by law plus any other amounts lawfully due under this Contract, excluding costs of retaking, repairing and storage; or (ii) when default at the time of repossession exceeded 15 days, the unpaid time balance, plus any accrued default charges authorized by law, plus costs of retaking, repairing, repossession and storing authorized by law, plus any other amount lawfully due under the Contract. Your right to redeem will end when the vehicle is sold.

SALE OF THE REPOSSESSED VEHICLE: We will send you a written notice of sale within the time period required by law before selling the vehicle. If you do not redeem the vehicle by the date on the notice, we can sell it at a public or private sale. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of sale will be figured this way: Any charges permitted by law for retaking, storing and repairing the vehicle, and any other charges permitted by law will be subtracted from the selling price. If you owe us more than the net proceeds of sale, you will pay us the deficiency. In any action we bring for a deficiency, you are entitled to have the reasonable value of the vehicle at the time of resale determined by the court, and if the value determined by the court is higher than the resale price, the higher value will be credited to the amounts you owe us. If you owe us less than the net proceeds of sale, we owe you the difference, unless someone else has an interest in the vehicle. For example, we may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, to the extent allowed by law you will pay us the difference between the net proceeds of sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to this Contract, until you do pay all you owe to us.

COLLECTION COSTS: If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorneys' reasonable fees and any court costs to the extent permitted by law.

LATE CHARGE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment. The late charge may be computed on the basis of a full calendar month for any fractional month period in excess of 10 days.

RETURNED CHECK FEE: To the extent permitted by law, you agree to pay those costs we actually incur and do not retain in connection with a check you give us that is returned for non-sufficient funds.

DELAY IN ENFORCING RIGHTS AND CHANGES OF THIS CONTRACT: We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, we can extend the time for making some payments without extending others. Any change in terms of this Contract must be in writing and signed by us. No oral changes are binding. If any provision of this Contract conflicts with applicable law, it will be considered modified to comply with that law and the remaining provisions shall continue.

WARRANTIES SELLER DISCLAIMS: You understand that the Seller is not offering any express warranties unless the Seller extends a written warranty. This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

RIGHT TO OFFSET: To the extent permitted by operation of law, if you are in default, we can subject to your right to cure the default, pay all or part of the amounts owed under this Contract from any deposits or funds that you have with us without telling you ahead of time.

CREDIT INFORMATION: You agree that we or our affiliate providing servicing or to whom this contract may be assigned may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application and any update, renewal, refinancing, modification or extension of this Contract. If you ask, you will be told the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify employment, pay, assets and debts. Anyone receiving a copy of this is authorized to provide us with such information. You agree that, to the extent permitted by law and as disclosed in our privacy notice, we, our assignee, any of our affiliates, and others may exchange credit, account and financial information about you.

NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

GOVERNING LAW: This Contract is governed by the law of Pennsylvania, and is the entire agreement between you and us.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of [redacted] ("Buyer") under this Contract ("the Contract"), accept all provisions of the Contract and agree to pay all reasonable

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

666

07115999900342 9-001

1FTNF21506EB63025	2006	FORD	643142644 01 NE		
TK	0		3/02/07	000015	0
3/02/07	3/02/07	5,737	9,000		

DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 16858

CITIZENS AUTOMOBILE
FINANCE CORP

CITIZENS AUTOMOBILE
FINANCE CORP
P.O. BOX 255587
SACRAMENTO CA 95865

ALLEN D BIEHLER

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SEAL

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATERMARK

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

UDV4400

EXHIBIT 2

```
AMHS          05/31/07          HISTORY SUMMARY          09:24:14
CUR                                    *CLOSED*CHARGED OFF*
CTL2 271 CTL3 000 CTL4 0000 ACCT 00002719281970 NEARHOOD DAVI
START DATE 03/11/07

OPT: A=ACCRUED SINCE LAST TRAN, C=CAPTURE, R=REVERSAL, S=SPECIFIC

OPT  EFF DATE TRAN DESCRIPTION              TRAN AMOUNT          POST BALANCE
     03/11/07 7011 FEE ASSESSMENT                  7.00             22,102.50
     04/09/07 7011 FEE ASSESSMENT                  7.00             22,102.50
     04/25/07 2113 DELQ UPDATE       MULTIPLE FIELDS
     04/25/07 2013 ACCT F/M UPDATE   FLD = STOP PMT IND        NEW = Y
     04/26/07 2983 TRIAD UPDATE      MULTIPLE FIELDS
     04/29/07 3030 SET NONACCRUAL    KEY = EAU 01
     04/29/07 7070 MOVE TO NONACCR                .66             22,102.50
     04/29/07 7072 INC NON RECVY                  .66             22,102.50
     04/29/07 3030 SET NONACCRUAL    KEY = EXU 01
     04/29/07 7070 MOVE TO NONACCR                .50             22,102.50
     04/29/07 7072 INC NON RECVY                  .50             22,102.50
     04/29/07 3030 SET NONACCRUAL    KEY = IDR 01
     04/29/07 7070 MOVE TO NONACCR              58.71             22,102.50
     04/29/07 7072 INC NON RECVY                58.71             22,102.50
PF2-NEXT PAGE  PF3-PREV PAGE  PF6-SELECT
AMPCHSSS TELLER AV BAL=        0 ;#PMTS= 0 ;AMT=        0              LAST
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EXHIBIT 3

```
AMHS          05/31/07          HISTORY SUMMARY          09:24:14
CUR                                  *CLOSED*CHARGED OFF*
CTL2 271 CTL3 000 CTL4 0000 ACCT 00002719281970 NEARHOOD DAVI
START DATE 04/29/07

OPT: A=ACCRUED SINCE LAST TRAN, C=CAPTURE, R=REVERSAL, S=SPECIFIC

OPT  EFF DATE TRAN DESCRIPTION              TRAN AMOUNT          POST BALANCE
     04/29/07 3030 SET NONACCRUAL    KEY = INT 01
     04/29/07 7070 MOVE TO NONACCR                558.21            22,102.50
     04/29/07 7072 INC NON RECVY                  558.21            22,102.50
     05/10/07 7011 FEE ASSESSMENT                   7.00            22,102.50
     05/14/07 2273 COLL UPDT         MULTIPLE FIELDS
     05/21/07 2273 COLL UPDT         MULTIPLE FIELDS
     05/21/07 2013 ACCT F/M UPDATE   FLD = COLLECT OFFICER     NEW = CCC
     05/21/07 2013 ACCT F/M UPDATE   FLD = STOP PMT IND       NEW = N
     05/21/07 2013 ACCT F/M UPDATE   FLD = STOP ALL CORRESP   NEW = Y
     05/21/07 2013 ACCT F/M UPDATE   FLD = HOLD STMT ID       NEW = 1
     05/21/07 2113 DELQ UPDATE       MULTIPLE FIELDS
     05/21/07 3530 REMOVE NONACCR    KEY = IDR 01
     05/21/07 7030 RECOVER NONACCR                 69.47            22,102.50
     05/21/07 7052 DEC NONACC RCVY                 69.47            22,102.50
PF2-NEXT PAGE  PF3-PREV PAGE  PF6-SELECT
AMPCHSSS TELLER AV BAL=        0 ;#PMTS= 0 ;AMT=        0                LAST
```

```
AMHS          05/31/07          HISTORY SUMMARY          09:24:14
CUR                                    *CLOSED*CHARGED OFF*
CTL2 271 CTL3 000 CTL4 0000 ACCT 00002719281970 NEARHOOD DAVI
START DATE 05/21/07

OPT: A=ACCRUED SINCE LAST TRAN, C=CAPTURE, R=REVERSAL, S=SPECIFIC

OPT  EFF DATE TRAN DESCRIPTION              TRAN AMOUNT         POST BALANCE
     05/21/07 3530 REMOVE NONACCR    KEY = INT 01
     05/21/07 7030 RECOVER NONACCR              660.55            22,102.50
     05/21/07 3530 REMOVE NONACCR    KEY = EAU 01
     05/21/07 3530 REMOVE NONACCR    KEY = EXU 01
     05/21/07 7052 DEC NONACC RCVY              660.55            22,102.50
     05/21/07 8009 WAIVE ACCRUAL                660.55            22,102.50
     05/21/07 8009 WAIVE ACCRUAL                 69.47            22,102.50
     05/21/07 7083 CHARGE OFF                22,130.50                 .00
     05/21/07 3029 ACCR GRP ST CHG   KEY = IDR 01
     05/21/07 3029 ACCR GRP ST CHG   KEY = INT 01
     05/21/07 7241 DECR UNEARNED                  7.67                .00
     05/21/07 7241 DECR UNEARNED                  5.14                .00
     05/21/07 7285 DLR RESV REBATE
     05/21/07 7095 COFF ACCT DEL                   .00                .00
PF2-NEXT PAGE  PF3-PREV PAGE  PF6-SELECT
AMPCHSSS TELLER AV BAL=        0 ;#PMTS= 0 ;AMT=        0              LAST
```

AMHS 05/31/07 HISTORY SUMMARY 09:24:14
CUR *CLOSED*CHARGED OFF*
CTL2 271 CTL3 000 CTL4 0000 ACCT 00002719281970 NEARHOOD DAVI
START DATE 12/30/06

OPT: A=ACCRUED SINCE LAST TRAN, C=CAPTURE, R=REVERSAL, S=SPECIFIC

OPT	EFF DATE	TRAN	DESCRIPTION	TRAN AMOUNT	POST BALANCE
	12/30/06	7001	LOAN FUNDING	22,102.50	22,102.50
	02/09/07	7011	FEE ASSESSMENT	7.00	22,102.50

PF2-NEXT PAGE PF3-PREV PAGE PF6-SELECT
AMPCHSIS AM1244 I: END OF DATA FOR THIS DATE RANGE FRST

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the within Defendant, Citizens Auto Finance Corporation's Notice Pursuant to Pa.R.C.P. 1305(b) was served on the 18th day of November 2008 by first class, U.S. Mail, postage-prepaid, addressed as follows:

David Nearhood, pro se
1223 Oak Grove Road
Morrisdale, PA 16858

Jeffrey W. Stover, Esquire
Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.c.
122 E. High Street
Bellefonte, PA 16823-3002

James C. Warmbrodt, Esq.

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

DAVID L. NEARHOOD :
:
vs. : No. 07-908-CD
:
CITIZENS AUTO FINANCE CORP. :

FILED
DEC 15 2009
William A. Shaw
Prothonotary/Clerk of Courts

ORDER

NOW, this 15th day of December, 2009, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Thursday, January 7, 2010 at 1:00 P.M.** in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

Andrew P. Gates, Esquire, Chairman

Michael S. Marshall, Esquire

Frederick M. Neiswender, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form in enclosed as well as a copy of said Local Rule of Court.

BY THE COURT:

FREDRIC J. AMMERMAN
President Judge

FILED
DEC 15 2009
William A. Shaw
Prothonotary/Clerk of Courts

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

FILED
DEC 17 2009
William A. Shaw
Prothonotary/Clerk of Courts

DAVID L. NEARHOOD	:	**CIVIL ACTION**
Plaintiff	:	
vs	:	
RIDER FORD, INC., a/k/a RIDER FORD	:	
and	:	**CASE NO.: 2007-00908-CD**
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	:	
Defendants	:	

PLAINTIFF'S REQUEST FOR CONTINUANCE OF HEARING DATE AND ADMITTANCE OF DOCUMENTS

NOW COMES, Plaintiff with his request for a continuance of hearing date, (January 7,2010), and admittance of documents pursuant to Pa.R.C.P. 1305(b). Plaintiff respectfully request the permission for this necessary delay, due to the delay in the Bureau of Motor Vehicles investigation and final decision of their investigation in connection with the registration and title and related fees and paperwork file with the Department of Motor Vehicles and the violation of their rules. This investigation is in connection with the 2006 Ford F-250 super duty truck that is in question in the instant case. It is the belief of Plaintiff that the results of the Bureau's final decision will have a deciding factor upon the arbitration panels judgment in this matter.

Respectfully submitted,

Date: Dec. 17, 2009

David L. Nearhood

David L. Nearhood, Plaintiff

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby solemnly declare that the facts set forth in the foregoing **PLAINTIFF'S REQUEST FOR CONTINUANCE OF HEARING DATE AND ADMITTANCE OF DOCUMENTS**, are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Dec. 17, 2009

by David L. Nearhood
David L. Nearhood
Plaintiff, *in propria persona*

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Dec. 17, 2009, a copy of the attached, **PLAINTIFF'S REQUEST FOR CONTINUANCE OF HEARING DATE AND ADMITTANCE OF DOCUMENTS,** by depositing a true and correct copy in the U.S. Mail to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

David L. Nearhood

David L. Nearhood, Plaintiff

David L. Nearhood
Plaintiff
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**:**
	:
vs	**: PLAINTIFF'S NOTICE**
	: PURSUANT TO PA.R.C.P. 1305(b)
PA.R.C.P. 1305(b)	
RIDER FORD, INC., a/k/a	**:**
RIDER FORD	**:**
and	**: CASE NO.: 2007-908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a	**:**
CITIZENS AUTO FINANCE CORP.	**:**
	:
Defendants	**:**

FILED
03:53 p.m. GK
DEC 17 2009
William A. Shaw
Prothonotary/Clerk of Courts

5 cc Piff

David L. Nearhood Plaintiff
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION**
Plaintiff	
vs	
RIDER FORD, INC., a/k/a RIDER FORD	
and	**: CASE NO.: 2007-00908-CD**
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	
Defendants	

PLAINTIFF'S NOTICE PURSUANT TO PA.R.C.P. 1305(b)

AND NOW, comes plaintiff, David L. Nearhood, with his notice of intention pursuant to Pa. R.C.P. 1305(b). Notice of was previously given of most of the document that are intended to be submitted into evidence titled as:

1. NOTICE OF AND SUPPLEMENTAL EVIDENTIARY EXHIBITS NO.1

2. NOTICE OF AND SUPPLEMENTAL EVIDENTARY EXHIBITS NO. 2

3. NOTICE OF AND SUPPLEMENTAL EVIDENTARY EXHIBITS NO. 3

In addition to these and for clarity I would like to give notice of the following:

4. MV-1 form, No. 1257208 received by Department of Motor Vehicles in Harrisburg,PA

5. Again MV1 form, No. 1257208 received by me at time of signing,

6.copy of my divers license and Pennsylvania financial responsibility Identification card,

7.copy of Registration card, VALID: 03/02/07,

8. a letter of, **NOTICE OF RESCISSION AND REVOCATION OF ACCEPTANCE**

9. **NOTICE OF CORRECTION OF RECORD AND AMENDMENT OF PLAINTIFF'S NOTICE OF RECISSION AND REVOCATION OF JUNE 6,2007.**

10.Certified copy of DOCKET: Dated 12-17-09

Respectfully Submitted,

David Nearhood

David Nearhood, Plaintiff, Pro Se

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby solemnly declare that the facts set forth in the foregoing **PLAINTIFF'S NOTICE PURSUANT TO PA.R.C.P. 1305(b),** are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Dec. 17, 2009

by David L. Nearhood
David L. Nearhood
Plaintiff, *in propria persona*

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I served on Dec. 17, 2009, a copy of the attached, **PLAINTIFF'S NOTICE PURSUANT TO PA.R.C.P. 1305(b),** by depositing a true and correct copy in the U.S. Mail to:

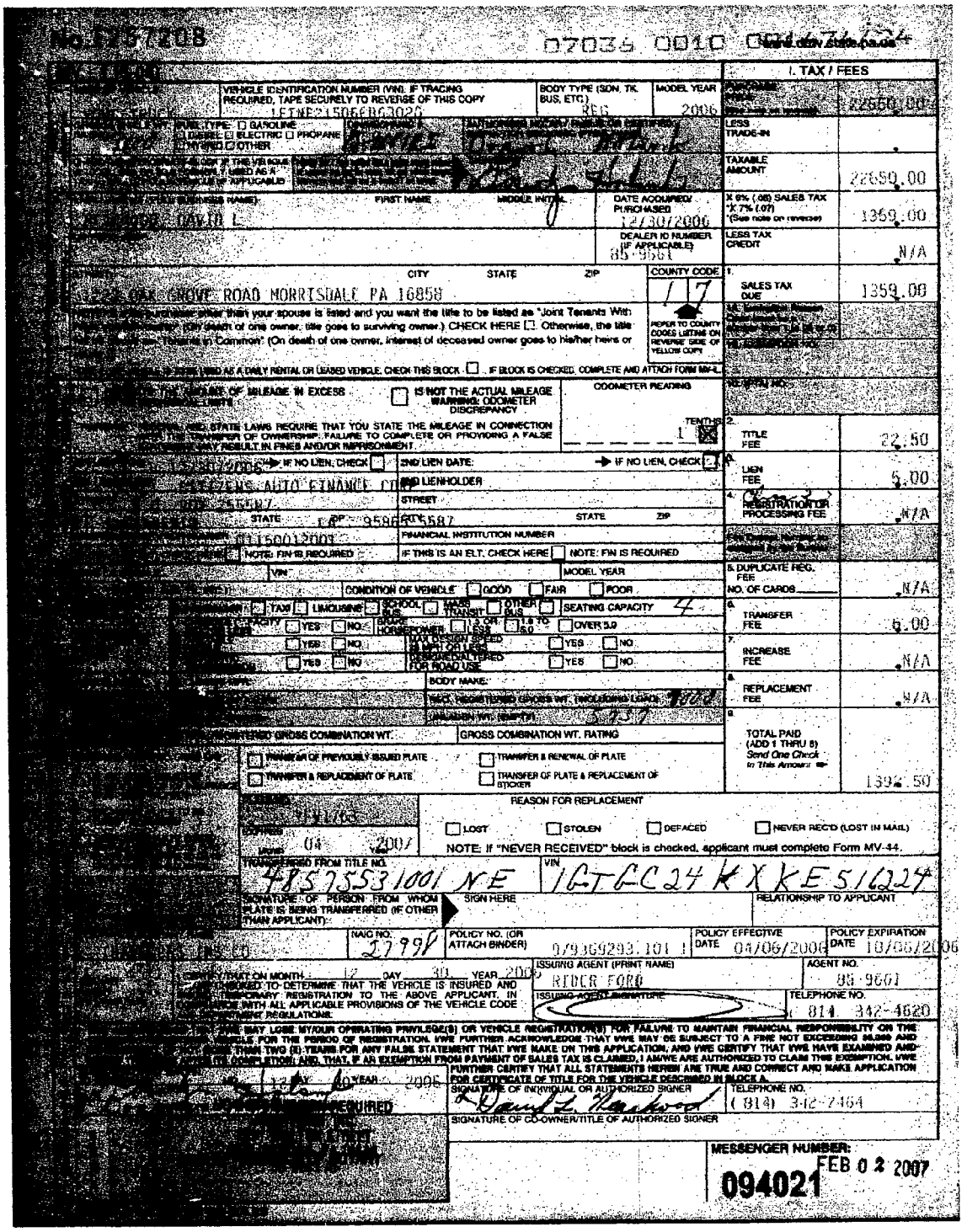
Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

David L. Nearhood

David L. Nearhood, Plaintiff



No. 7767208 07035 0010

I. TAX / FEES

VEHICLE IDENTIFICATION NUMBER (VIN). IF TRACING REQUIRED, TAPE SECURELY TO REVERSE OF THIS COPY: 1FTWE21506EB03020

BODY TYPE (SDN, TK, BUS, ETC): REG

MODEL YEAR: 2006

FUEL TYPE: ☐ GASOLINE ☐ DIESEL ☒ ELECTRIC ☐ PROPANE ☐ HYBRID ☐ OTHER

PURCHASE PRICE / TRADE-IN OR ESTIMATED: 22650.00

LESS TRADE-IN:

TAXABLE AMOUNT: 22650.00

NAME (IF BUSINESS NAME): FIRST NAME: DAVID MIDDLE INITIAL: L

DATE ACQUIRED / PURCHASED: 12/30/2006

X 6% (.06) SALES TAX *X 7% (.07) *(See note on reverse): 1359.00

DEALER ID NUMBER (IF APPLICABLE): 85-9661

LESS TAX CREDIT: N/A

CITY: MORRISDALE STATE: PA ZIP: 16858

COUNTY CODE: 17

1. SALES TAX DUE: 1359.00

REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF YELLOW COPY

ADDRESS: 6224 OAK GROVE ROAD

Joint Tenants with Right of Survivorship (On death of one owner, title goes to surviving owner.) CHECK HERE ☐ Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or

IF VEHICLE IS USED AS A DAILY RENTAL OR LEASED VEHICLE, CHECK THIS BLOCK ☐ IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-9L

ODOMETER READING: TENTHS: 1

☐ IS NOT THE ACTUAL MILEAGE WARNING: ODOMETER DISCREPANCY

STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

2. TITLE FEE: 22.50

12/30/2006 → IF NO LIEN, CHECK ☐ 2ND LIEN DATE: → IF NO LIEN, CHECK ☐

3. LIEN FEE: 5.00

2ND LIENHOLDER

STREET

CITY: STATE: ZIP: 95687-5587

4. REGISTRATION OR PROCESSING FEE: N/A

FINANCIAL INSTITUTION NUMBER

NOTE: FIN IS REQUIRED IF THIS IS AN E.L.T. CHECK HERE ☐ NOTE: FIN IS REQUIRED

VIN: MODEL YEAR:

CONDITION OF VEHICLE: ☐ GOOD ☐ FAIR ☐ POOR

5. DUPLICATE REG. FEE NO. OF CARDS: N/A

☐ TAXI ☐ LIMOUSINE ☐ SCHOOL BUS ☐ MASS TRANSIT ☐ OTHER BUS ☐ SEATING CAPACITY: 4

CAPACITY ☐ YES ☐ NO BRAKE HORSEPOWER ☐ LESS THAN 2.0 ☐ 2.0 OR 5.0 ☐ 5.0 TO 8.0 ☐ OVER 8.0

☐ YES ☐ NO WAS COMBINATION USED IN INTERSTATE COMMERCE? ☐ YES ☐ NO

☐ YES ☐ NO RESIDENTIAL TYPE FOR ROAD USE ☐ YES ☐ NO

6. TRANSFER FEE: 6.00

BODY MAKE:

REG. REGISTERED GROSS WT. (INCLUDING LOAD): 7000

UNLADEN WT. (SHIP'D): 5737

7. INCREASE FEE: N/A

REGISTERED GROSS COMBINATION WT.: GROSS COMBINATION WT. RATING:

8. REPLACEMENT FEE: N/A

☐ TRANSFER OF PREVIOUSLY ISSUED PLATE ☐ TRANSFER & RENEWAL OF PLATE

☐ TRANSFER & REPLACEMENT OF PLATE ☐ TRANSFER OF PLATE & REPLACEMENT OF STICKER

9. TOTAL PAID (ADD 1 THRU 8) Send One Check In This Amount: 1392.50

REASON FOR REPLACEMENT

☐ LOST ☐ STOLEN ☐ DEFACED ☐ NEVER REC'D (LOST IN MAIL)

NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44.

EXPIRES: 04 2007

TRANSFERRED FROM TITLE NO.: 48575531001 NE VIN: 1GTEC24KX6E510247

SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT): SIGN HERE

RELATIONSHIP TO APPLICANT

NAIC NO.: 37990 POLICY NO. (OR ATTACH BINDER): 0/9369293.101 1 POLICY EFFECTIVE DATE: 04/06/2006 POLICY EXPIRATION DATE: 10/06/2006

I CERTIFY THAT ON MONTH 12 DAY 30 YEAR 2006 I WAS AUTHORIZED TO DETERMINE THAT THE VEHICLE IS INSURED AND ELIGIBLE FOR TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND INSURANCE REGULATIONS.

ISSUING AGENT (PRINT NAME): RIDER FORD AGENT NO.: 85-9661

ISSUING AGENT SIGNATURE: TELEPHONE NO.: 814 342-4620

I/WE MAY LOSE MY/OUR OPERATING PRIVILEGE(S) OR VEHICLE REGISTRATION(S) FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY ON THE VEHICLE FOR THE PERIOD OF REGISTRATION. I/WE FURTHER ACKNOWLEDGE THAT I/WE MAY BE SUBJECT TO A FINE NOT EXCEEDING $1,000 AND NOT MORE THAN TWO (2) YEARS FOR ANY FALSE STATEMENT THAT I/WE MAKE ON THIS APPLICATION; AND I/WE CERTIFY THAT I/WE HAVE EXAMINED AND KNOW THE CONTENTS THEREOF (COMPLETION) AND, THAT, IF AN EXEMPTION FROM PAYMENT OF SALES TAX IS CLAIMED, I AM/WE ARE AUTHORIZED TO CLAIM THIS EXEMPTION. I/WE FURTHER CERTIFY THAT ALL STATEMENTS HEREIN ARE TRUE AND CORRECT AND MAKE APPLICATION FOR CERTIFICATE OF TITLE FOR THE VEHICLE DESCRIBED IN BLOCK A.

12 DAY 30 YEAR 2006

SIGNATURE OF INDIVIDUAL OR AUTHORIZED SIGNER: David L Hawkwood TELEPHONE NO.: (814) 342-7464

SIGNATURE OF CO-OWNER/TITLE OF AUTHORIZED SIGNER

MESSENGER NUMBER: 094021

FEB 02 2007

PLAINTIFF'S EXHIBIT 5 1/16/09

No.1257208

www.dmv.state.pa.us

MV - 1 (5-05)

I. TAX / FEES

A. VEHICLE DESCRIPTION

MAKE OF VEHICLE	VEHICLE IDENTIFICATION NUMBER (VIN). IF TRACING REQUIRED, TAPE SECURELY TO REVERSE OF THIS COPY	BODY TYPE (SDN, TK, BUS, ETC.)	MODEL YEAR
FORD TRUCK	1FTNE21506EB53026	REG	2006

GROSS VEHICLE WT. RATING	FUEL TYPE: ☐ GASOLINE ☐ DIESEL ☐ ELECTRIC ☐ PROPANE ☐ HYBRID ☐ OTHER	DIN/MECHANIC #	AUTHORIZED NOTARY PUBLIC OR CERTIFIED INSPECTION MECHANIC (PRINT NAME)

CHECK THE APPROPRIATE BLOCK IF THE VEHICLE IS TO BE USED OR WAS FORMERLY USED AS A TAXI ☐ OR A ☐ POLICE VEHICLE (IF APPLICABLE)

I certify that I have verified that a legible tracing cannot be secured and that the above VIN and vehicle weight information listed here and in Section F are correct.

SIGN HERE

PURCHASE PRICE	22650.00
LESS TRADE-IN	
TAXABLE AMOUNT	22650.00

B. APPLICANT INFORMATION

LAST NAME (OR FULL BUSINESS NAME)	FIRST NAME	MIDDLE INITIAL	DATE ACQUIRED/ PURCHASED
NEARHOOD,	DAVID	L	12/30/2006

CO-PURCHASER	DEALER ID NUMBER (IF APPLICABLE)
	85-9661

STREET	CITY	STATE	ZIP	COUNTY CODE
1223 OAK GROVE ROAD	MORRISDALE	PA	16858	

NOTE: If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE ☐. Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate.).

REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF YELLOW COPY

NOTE: IF THE VEHICLE IS TO BE USED AS A DAILY RENTAL OR LEASED VEHICLE, CHECK THIS BLOCK ☐. IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-1L.

X 6% (.06) SALES TAX *X 7% (.07) *(See note on reverse)	1359.00
LESS TAX CREDIT	N/A
1. SALES TAX DUE	1359.00
1A. Exemption Reason Code (must be a number from 1 to 26 or 0)	
1B. EXEMPTION NO.	

C. MILEAGE INFORMATION

☐ REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.

☐ IS NOT THE ACTUAL MILEAGE **WARNING:** ODOMETER DISCREPANCY.

ODOMETER READING _____ TENTHS 1 ☒

WARNING: FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

1C. (PTA) NO.	
2. TITLE FEE	22.50

D. LIEN INFORMATION

1ST LIEN DATE: 12/30/2006 → IF NO LIEN, CHECK ☐	2ND LIEN DATE: → IF NO LIEN, CHECK ☐ N/A
1ST LIENHOLDER: CITIZENS AUTO FINANCE CORP.	2ND LIENHOLDER:
STREET: P.O. BOX 255587	STREET:
CITY: SACRAMENTO STATE: CA ZIP: 95865-5587	CITY: STATE: ZIP:
FINANCIAL INSTITUTION NUMBER: 011500120O1	FINANCIAL INSTITUTION NUMBER:
IF THIS IS AN ELT, CHECK HERE ☐ NOTE: FIN IS REQUIRED	IF THIS IS AN ELT, CHECK HERE ☐ NOTE: FIN IS REQUIRED

3. LIEN FEE	5.00
4. REGISTRATION OR PROCESSING FEE	N/A
Fee Exempt Number as assigned by the Bureau	

E. VEHICLE TRADED

MAKE OF VEHICLE	VIN	MODEL YEAR

BODY TYPE (SDN, BUS, TK, ETC.) | CONDITION OF VEHICLE ☐ GOOD ☐ FAIR ☐ POOR

5. DUPLICATE REG. FEE NO. OF CARDS _____	N/A

F. ADDITIONAL VEHICLE INFORMATION

PASSENGER TAXI/BUS	PASSENGER ☐ TAXI ☐ LIMOUSINE ☐ SCHOOL BUS ☐ MASS TRANSIT ☐ OTHER BUS ☐	SEATING CAPACITY	
MOTORCYCLE MOTOR DRIVEN CYCLE MOPED	CYLINDER CAPACITY 50CC OR LESS ☐ YES ☐ NO	BRAKE HORSEPOWER ☐ 1.5 OR LESS ☐ 1.6 TO 5.0 ☐ OVER 5.0	
	OPERABLE PEDALS ☐ YES ☐ NO	MAX DESIGN SPEED 25 MPH OR LESS ☐ YES ☐ NO	
	AUTOMATIC TRANSMISSION ☐ YES ☐ NO	DESIGNED/ALTERED FOR ROAD USE ☐ YES ☐ NO	
MOTOR HOME	CHASSIS MFR:	BODY MAKE:	
TRAILER & VEHICLES BELOW	NUMBER OF AXLES:	REQ. REGISTERED GROSS WT. (INCLUDING LOAD)	
	SUM OF GAWR'S:	UNLADEN WT. (EMPTY)	
TRUCK TRUCK TRACTOR	REQ. REGISTERED GROSS COMBINATION WT.	GROSS COMBINATION WT. RATING	

6. TRANSFER FEE	6.00
7. INCREASE FEE	N/A
8. REPLACEMENT FEE	N/A
9. TOTAL PAID (ADD 1 THRU 8) *Send One Check In This Amount* →	1392.50

G. APPLICATION FOR REGISTRATION

ORIGINAL PLATE ✓ Check One

☐ PLATE TO BE ISSUED BY BUREAU (PROOF OF INSURANCE MUST BE ATTACHED.)

☒ EXCHANGE PLATE TO BE ISSUED BY BUREAU

☐ TEMPORARY PLATE ISSUED BY FULL AGENT (NOTE: THIS PLATE WILL EXPIRE 90 DAYS FROM DATE OF ISSUANCE.)

TEMP. PLATE NO.:

☐ TRANSFER OF PREVIOUSLY ISSUED PLATE ☐ TRANSFER & RENEWAL OF PLATE

☐ TRANSFER & REPLACEMENT OF PLATE ☐ TRANSFER OF PLATE & REPLACEMENT OF STICKER

PLATE NO.: YFV1763

REASON FOR REPLACEMENT: ☐ LOST ☐ STOLEN ☐ DEFACED ☐ NEVER REC'D (LOST IN MAIL)

EXPIRES Month 04 Year 2007

NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44.

TRANSFERRED FROM TITLE NO.

VIN

SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT): SIGN HERE

RELATIONSHIP TO APPLICANT

INSURANCE COMPANY NAME	NAIC NO.	POLICY NO. (OR ATTACH BINDER)	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
TRAVELERS INS CO		979369293 101 1	04/06/2006	10/06/20

ISSUING AGENT INFORMATION

I CERTIFY THAT ON MONTH 12 DAY 30 YEAR 2005 I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS.

ISSUING AGENT (PRINT NAME)	AGENT NO.
RIDER FORD	85-9661
ISSUING AGENT SIGNATURE	TELEPHONE NO.
	(814) 342-4620

H. SEAL AND APPLICATION FOR TITLE

I/WE ACKNOWLEDGE THAT I/WE MAY LOSE MY/OUR OPERATING PRIVILEGE(S) OR VEHICLE REGISTRATION(S) FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY ON THE CURRENTLY REGISTERED VEHICLE FOR THE PERIOD OF REGISTRATION. I/WE FURTHER ACKNOWLEDGE THAT I/WE MAY BE SUBJECT TO A FINE NOT EXCEEDING $5,000 AND IMPRISONMENT OF NOT MORE THAN TWO (2) YEARS FOR ANY FALSE STATEMENT THAT I/WE MAKE ON THIS APPLICATION, AND I/WE CERTIFY THAT I/WE HAVE EXAMINED AND SIGNED THIS FORM AFTER ITS COMPLETION; AND, THAT, IF AN EXEMPTION FROM PAYMENT OF SALES TAX IS CLAIMED, I AM/WE ARE AUTHORIZED TO CLAIM THIS EXEMPTION. I/WE FURTHER CERTIFY THAT ALL STATEMENTS HEREIN ARE TRUE AND CORRECT AND MAKE APPLICATION FOR CERTIFICATE OF TITLE FOR THE VEHICLE DESCRIBED IN BLOCK A.

SUBSCRIBED AND SWORN TO BEFORE ME: MO. 12 DAY 30 YEAR 2006

SIGNATURE OF PERSON ADMINISTERING OATH

SIGNATURE OF INDIVIDUAL OR AUTHORIZED SIGNER

TELEPHONE NO. (814) 342-7464

SIGNATURE OF OWNER/TITLE OF AUTHORIZED SIGNER

SEAL

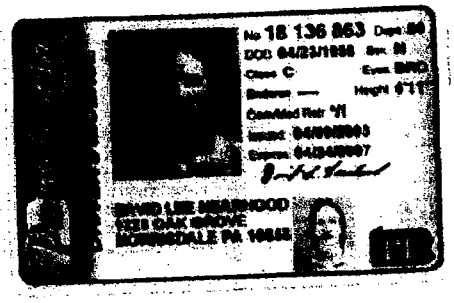
SIGN IN PRESENCE OF NOTARY

PLAINTIFF'S EXHIBIT 4 11/16/09

your registration documents are not received within 90 days, please contact PennDot.

APPLICANT'S COPY/TEMPORARY

07034 0010 0016744/24



PENNSYLVANIA FINANCIAL RESPONSIBILITY IDENTIFICATION CARD

NAIC Code: 27998 Company: THE TRAVELERS HOME AND MARINE INSURANCE COMPANY

Agent	Policy Number	Effective Date
OJV083	979369293 101 1	04/06/06

Not valid more than one year from effective date

Year	Make/Model	Vehicle Identification Number
96	ACURA / INTEGRA LS	JH4DB7654TS005507

Agent
CHARLES A JONES INS AGCY
PO BOX 209
PHILIPSBURG PA 16866

Insured
DAVID NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 168588207

TRAVELERS

Rev. 9-00 See Important Notice On Reverse Side

FEB 0 2 2007

094021

#2406.03

PLAINTIFF'S EXHIBIT
9 11/16/09 CB

#3d

Detach Here 1 OF 1

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: APR 30, 2007 VALID: 03/02/07

PLATE: YFV1763 REG. GROSS WT: 07000

TITLE: 64314264401 NE UNLADEN WEIGHT: 05737

VIN: 1FTNF21506EB63026 CLASS: 02

YR/MAKE: 2006 FORD

TYPE: TK

WID: 07036 0010 001674-001

094021
DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA
16858

M W Detach Here

SIGNATURE

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code.

Change your address online at: www.state.pa.us Pa Keyword "DMV".

registration credential, you acknowledge that you have received notice of this provision.

Citizens Automobile Finance Corp.

This letter is a Notice of recission and revocation of acceptance of your retail installment contract, "Finance agreement", per 13 Pa. C.S. section 2601, 2602 and UCC section 2-602 (2)(b), due to fraud, concealment and failure to perform your contract obligations.

It is therefore and hereby declared under terms that the vehicle shall be returned at NO extra charge due to me upon the return of your vehicle since the contract is Null and void, ab initio.

This letter is Not intended and shall Not be construed to waiver any and all claims for damages I may have against you. I am hereby reserving all my legal rights on these issues under the prevision of UCC section 1-207 without prejudice and NON assumpsit.

This letter is a gesture of good faith on my part.

Sincerly,

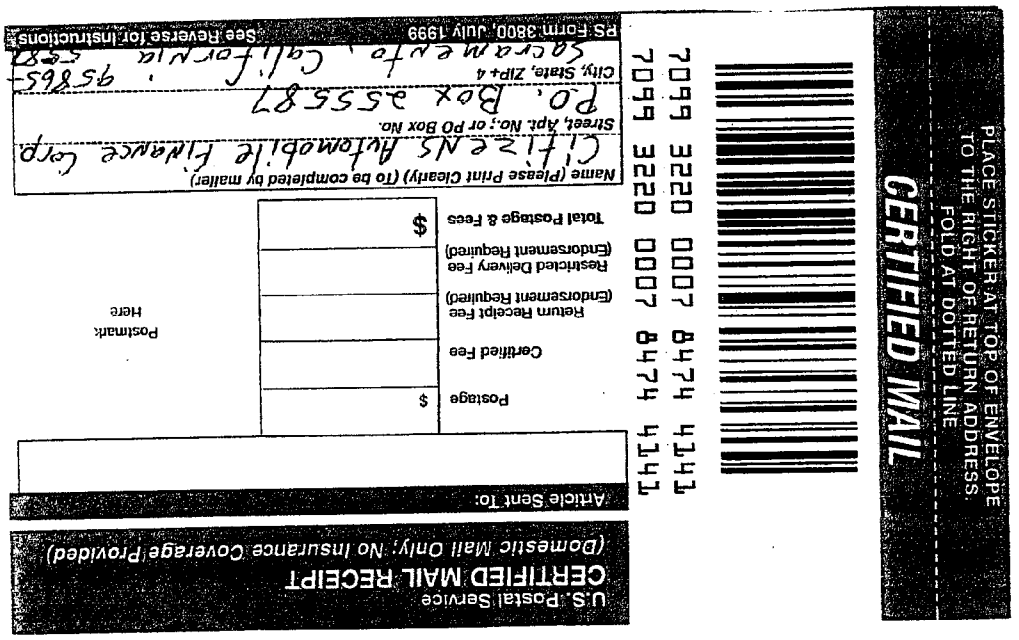
David L. Rearhood

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

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

David Nearhood
1223 Oak Grove Rd
Morrisdale, PA 16858-8207



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

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

FEB 17 2009

Attest.

Prothonotary/
Clerk of Courts

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	
RIDER FORD, INC., a/k/a RIDER FORD	
and	**: CASE NO.: 2007-00908-CD**
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	
	: JUDICIAL NOTICE
Defendants	

NOTICE OF CORRECTION OF RECORD AND AMENDMENT OF PLAINTIFF'S NOTICE OF RESCISSION AND REVOCATION OF ACCEPTANCE OF CONTRACT – CITIZEN'S AUTO FINANCE CORP. - SERVED JUNE 6, 2007

DUE TO INADVERTANT CLERICAL ERROR AND MISTAKE

COMES NOW the Plaintiff in this action, David L. Nearhood, and hereby gives judicial notice to this Honorable Court, to Citizen's Auto Finance Corp., and to all other parties in this case, and any other party of interest, that he made inadvertent clerical errors by mistake from what he intended in his previous **NOTICE OF RESCISSION AND REVOCATION OF ACCEPTANCE OF CONTRACT – CITIZEN'S AUTO FINANCE CORP.,** Notice served on June 6, 2007, by Certified Mail, Return Receipt Requested, Mail Receipt No. 7099 3220 0007 8474 4141, to the Defendant Citizen's Auto Finance Corp., when the Notice and letter as shown in Plaintiff's **Notice of and Supplemental Evidentiary Exhibits No. 3 – Exhibit S-5**, herein, and as described above, was prepared, and Plaintiff hereby wishes to correct and clarify for the Court record and amend the Notice of Rescission as a matter of course by giving this Notice of

Correction so as to avoid any potential misunderstandings or possible misconstruing of his meaning or intent.

1. Plaintiff herein gives Judicial Notice of his Notice of Rescission and Revocation of Acceptance of Contract – Citizen's Auto Finance Corp., Notice served on June 6, 2007 to the Defendant Citizen's Auto Finance Corp., that Plaintiff had an inadvertent clerical error at Paragraph 1, Line 1 from the top of page where he misspelled the word for "rescission" as "recission". The word is hereby now corrected and amended by Plaintiff so that the sentence should now correctly read for Paragraph 1 at Lines 1-6 from the top of page therein as follows: "***This letter is a notice of rescission and revocation of acceptance of your Retail Installment Contract, "Finance Agreement", per 13 Pa.C.S. Section 2601, 2602 and UCC Section 2-602(2)(b), due to fraud, concealment and failure to perform your contract obligations***".
2. Plaintiff also herein gives Judicial Notice of his Notice of Rescission and Revocation of Acceptance of Contract – Citizen's Auto Finance Corp., Notice served on June 6, 2007 to the Defendant Citizen's Auto Finance Corp., whereby Plaintiff now hereby amends the words for Paragraph 2 at Lines 9-10 from the top of page therein, "the return of your vehicle" to read the words "a satisfactory agreement of settlement or declaratory judgment" due to inadvertent error. The sentence should now correctly read for Paragraph 2 at Lines 7-11 from the top of page therein as follows: "***It is therefore and hereby declared under terms that the vehicle shall be returned at no extra charge due to me upon a satisfactory agreement of settlement or declaratory judgment since the contract is null and void, ab initio***".
3. Plaintiff also hereby gives Judicial Notice and notes that in the Notice of Rescission and

Revocation of Acceptance of Contract – Citizen's Auto Finance Corp, Plaintiff also had an inadvertent clerical error at Paragraph 3, Line 16 from the top of page where he misspelled the word for "provisions" as "prevision". The word is hereby now corrected and amended by Plaintiff so that the sentence at Paragraph 3, Lines 15-18 should now correctly read as follows: "***I am hereby reserving all my legal rights on these issues under the provisions of UCC Section 1-207 without prejudice and non assumpsit***".

Respectfully submitted,

Dated: Feb. 17, 2009 by David L Nearhood
David L. Nearhood
Plaintiff

Clearfield County Court of Common Pleas

ROA Report

Case: 2007-00908-CD

Current Judge: Fredric Joseph Ammerman

David L. Nearhoodvs.Rider Ford, Inc., et al

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

DEC 17 2009

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

Civil Other-COUNT

Date		Judge
6/8/2007	New Case Filed.	No Judge
	Filing: Civil Complaint Paid by: Dave's Drywall Receipt number: 1919311 Dated: 6/8/2007 Amount: $85.00 (Check) 6 Cert. to Plaintiff.	No Judge
6/28/2007	Praecipe For Entry of Appearance, filed on behalf of Defendant, Rider Ford, Inc., enter appearance of Susan E. Bardo, Esquire, and Jeffrey W. Stover, Esquire. Filed by s/ Susan E. Bardo, Esquire. no CC	No Judge
	Preliminary Objections, filed by s/ Susan E. Bardo, Esquire. No CC	No Judge
	Praecipe to Schedule Argument, filed by s/ Susan E. Bardo, Esquire. No CC	No Judge
7/5/2007	Preliminary Objections to Complaint, filed by s/James C. Warmbrodt, Esq. No CC	Fredric Joseph Ammerman
7/10/2007	Order, this 10th day of July, 2007, Argument on the Defendants' Preliminary Objections is scheduled for the 10th day of August, 2007 at 1:30 p.m. in Courtroom 1. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Stover	Fredric Joseph Ammerman
7/16/2007	Motion to Reschedule Argument, filed by s/ Susan E. Bardo Esq. 1CC Atty.	Fredric Joseph Ammerman
	Certificate of Service, filed. I hereby certify that I have this day caused the foregoing document to be served upon David L. Nearhood and Citizens Automobile Finance Corp., filed by s/ Susan E. Bardo Esq. 1CC Atty.	Fredric Joseph Ammerman
7/18/2007	Praecipe for Expedited Disposition of Motion, filed by Plaintiff 2 Cert. to Plaintiff	Fredric Joseph Ammerman
	Motion to Extend Time to File an Amended Pleading and Respone(s) to Preliminary Objections, filed by Plaintiff 2 Cert. to Plaintiff.	Fredric Joseph Ammerman
7/19/2007	Order, this 18th day of July, 2007, upon receipt of the Motion to Reschedule Argument filed on behalf of Defendant, Rider Ford, Inc., it is Ordered that argument on the Defendant's Preliminary Objection is rescheduled for the 12th day of Sept., 2007 at 3:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. ammerman, Pres. Judge. 1CC Atty. Bardo	Fredric Joseph Ammerman
8/7/2007	Certificate Prerequisite to Service of a Subpoena Pursuant to Pa.R.C.P. 4009.21, filed by Jeff L. Smith, Process Server for Plaintiff. 4 Cert. to Plaintiff.	Fredric Joseph Ammerman
8/13/2007	Praecipe to Schedule, filed by s/ James C. Warmbrodt, Esquire. No CC	Fredric Joseph Ammerman
8/21/2007	Order, this 20th day of August, 2007, it is Ordered that the Preliminary Objections To Complaint is scheduled for Sept. 12, 2007 at 3:00 p.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Warmbrodt	Fredric Joseph Ammerman
8/24/2007	Affidavit of Service of Order of Court, filed by s/ James C. Warmbrodt Esq. 1CC Atty.	Fredric Joseph Ammerman
9/6/2007	Notice of Documents or Things Received Via Subpoena For Discovery Pursuant to Rule 4009.23. Filed by s/ Jeff L. Smith, Process Server for Plaintiff. 1CC Jeff Smith	Fredric Joseph Ammerman
9/10/2007	Plaintiff's Petition For Leave to Amend New Matter - No. 1, filed by s/ David L. Nearhood, Plaintiff. 3CC Plff.	Fredric Joseph Ammerman
	Response to Preliminary Objection of Citizens Auto, filed by s/ David L. Nearhood, Plaintiff. 2CC Plff.	Fredric Joseph Ammerman
	Response to Preliminary Objection of Rider Ford, filed by s/ David L. Nearhood, Plaintiff. 2CC Plff.	Fredric Joseph Ammerman

Civil Other-COUNT

Date		Judge
9/17/2007	Order, this 12th day of Sept., 2007, following argument on Preliminary Objections filed on behalf of both Defendants, it is Ordered that counsel for Rider Ford file a brief with the Court along with a proposed Order within no more than 20 days from this date. (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Plff. 1223 Oak Grove Road, Morrisdale, PA 16858; 1CC Attys. Stover & Bardo, Warmbrodt	Fredric Joseph Ammerman
10/19/2007	Sheriff Return, June 11, 2007 at 8:55 am Served the within Complaint on Rider Ford Inc. by handing to Thomas Dry. June 14, 2007 Served the within Complaint on Citizens Automobile Finance Corp by certified mail. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm. Shff Hawkins costs pd by Nearhood $67.23	Fredric Joseph Ammerman
	Order, this 19th day of Oct., 2007, Petition for Leave to Amend New Matter - No. 1 is Dismissed. By The court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Plff. - 1223 Oak Grove Rd., Morrisdale, PA 16858; 1CC Attys: Stover, Bardo, Warmbrodt	Fredric Joseph Ammerman
10/22/2007	Order, this 19th day of Oct., 2007, after oral argument on Preliminary Objections filed on behalf of each Defendant, submission of briefs by Defendants and a Response to Preliminary Objections by Plaintiff, it is Ordered: (see original). By The court, /s/ Fredric J. Ammerman, Pres. Judge. CC to: Plaintiff; Attys Stover, Warmbrodt	Fredric Joseph Ammerman
11/13/2007	Affidavit of Service filed. That a copy of the Order of Court has been served on the Plaintiff, David L. Nearhood, filed by s/ James C. Warmbrodt Esq. No CC.	Fredric Joseph Ammerman
11/28/2007	Answer and New Matter filed by s/ Susan E. Bardo, Esquire. No CC	Fredric Joseph Ammerman
12/12/2007	Order, this 11th day of Dec., 2007, it is Ordered that the Motion for an Extension to File an Answer filed by the Defendant, Citizens Auto Finance Corp., is Granted, and said Defendant is directed to file its Answer herein on or before Dec. 30, 2007. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Warmbrodt	Fredric Joseph Ammerman
12/19/2007	Application to Extend Time to File Plaintiff's Reply to Answer and Answer to New Matter, filed by Plff. 2 Cert. to Plaintiff.	Fredric Joseph Ammerman
	Plaintiff's Reply to Answer and Answer to New Matter, filed by Plaintiff 1 cert. to Plff.	Fredric Joseph Ammerman
	Notice and Demand for Jury Trial, filed by Plaintiff 3 Cert. to Plaintiff.	Fredric Joseph Ammerman
12/21/2007	Order, this 20th day of Dec., 2007, in consideration of the Plaintiff's Application to Extend Time to File Plaintiff's Reply to Answer And Answer to New Matter, it is Ordered that Plaintiff's Application/Motion is Granted, and the time is extended to Dec. 31st 2007, or until the day of filing of his Pleading if Plaintiff files it sooner than the deadline of the extended date given above. By the Court, /s/ Fredric J. Ammerman, Pres. Judge.	Fredric Joseph Ammerman
12/26/2007	Affidavit of Service filed. That a copy of the Order of Court has been served on the Plaintiff, David L. Nearhood, filed by s/ James C. Warmbrodt Esq. 1CC atty	Fredric Joseph Ammerman
	Answer, New Matter, New Matter Pursuant to PA.R.C.P. 2252(d) and Counterclaim, filed by s/ James C. Warmbroadt Esq.. No CC.	Fredric Joseph Ammerman
1/8/2008	Plaintiff's Reply to Answer, And Answer to New Matter And New Matter Pursuant to PA.R.C.P., Rule 2252(D) And Counter-Reply to Counterclaim, filed by s/ David L. Nearhood, Plaintiff in propria persona. 3CC to Plaintiff	Fredric Joseph Ammerman

Civil Other-COUNT

Date		Judge
1/23/2008	Response to New Matter and New Matter pursuant to PA.R.C.P. 2252(d), filed by s/ Susan E. Bardo Esq. No CC.	Fredric Joseph Ammerman
11/10/2008	Motion For Sanctions and Motion for a Determined Ruling, filed by s/ David L. Nearhood, Plaintiff. 4CC to Plff.	Fredric Joseph Ammerman
11/13/2008	Rule, this 12th day of Nov, 2008, argument on Plaintiff's pro se Motion filed Nov. 10, 2008 shall be held on the 15th day of Dec., 2008 at 11:00 a.m. in Courtroom 1. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Plff - 1223 Oak Grove Rd., Morrisdale, PA 16858; 1CC Attys; Stover/Bardo, Warmbrodt	Fredric Joseph Ammerman
12/1/2008	Defendant's Answer to Plaintiff's Motion For Sanctions and Motion For Sanctions And Motion For Determined Ruling, and Motion to Withdraw or Amend Admissions, filed by s/ James C. Warmbrodt, Esquire. no CC	Fredric Joseph Ammerman
	Praecipe For Substitution of Verification, filed by s/ James C. Warmbrodt, Esquire. no CC	Fredric Joseph Ammerman
12/8/2008	Citizen's Auto Finance Corp.'s Motion For summary Judgment Against Plaintiff David L. Nearhood, filed by s/ James C. Warmbrodt, Esquire. No CC	Fredric Joseph Ammerman
	Praecipe to Schedule, please schedule Plaintiff's Motion For Summary Judgment before a Judge for decision, filed by s/ James C. Warmbrodt, Esquire. No CC	Fredric Joseph Ammerman
12/11/2008	Order, this 11th day of Dec., 2008, it is Ordered that the hearing scheduled on Plaintiff's Motion for Sanctions and Motion for Determined Ruling for Dec. 15, 2008 is continued to the 22nd day of Jan., 2009 at 1:30 p.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; Warmbrodt, Stover/Bardo; 1CC Plff - 1223 Oak Grove Road, Morrisdale, PA 16858	Fredric Joseph Ammerman
12/12/2008	Defendant's Motion to Continue Dec. 15, 2008 Hearing on Plaintiff's Motion, filed by s/ James C. Warmbrodt, Esquire. No CC	Fredric Joseph Ammerman
12/24/2008	Notice of Objection to Defendant's Praecpe for Substitution of Verification and Motion to Set Aside Praecipe, filed by Plaintiff 4 Cert. to Plaintiff.	Fredric Joseph Ammerman
12/26/2008	Application to Enlarge Time to File Plaintiff's Response in Opposition to Defendant's Motion For Summary Judgment, filed by s/ David L. Nearhood, Plaintiff. 4CC Plff.	Fredric Joseph Ammerman
12/29/2008	Scheduling Order, this 29th day of Dec., 2008, it is Ordered that argument on Plaintiff's Notice of Objection to Defendant's Praecipe for Substitution of Verification and Motion to Set Aside Praecipe shall be scheduled for Jan. 22, 2009 at 1:30 p.m. in Courtroom 1. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Plff - 1223 Oak Grove Road, Morrisdale, PA 16858; 1CC Attys; Stover/Bardo, Warmbrodt	Fredric Joseph Ammerman
1/2/2009	Order, this 1st day of Jan., 2009, in consideration of the Plaintiff's Application to Enlarge Time to File Plaintiff's Response and Brief in Opposition to Defendant's Motion For summary Judgment, it is Ordered that Plaintiff's Application/Motion is Granted; and the time is enlarged by a maximum of 15 days to Jan. 20, 2009 for Plaintiff to file a response to Defendant's Motion for Summary Judgment, or until the day of filing of his Response and Brief in Opposition to Defendant's said Motion, if Plaintiff files his response documents soomer than the deadline of the enlarged date given above. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Plff - 1223 Oak Grove Road, Morrisdale, PA 16858	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas

ROA Report

Case: 2007-00908-CD

Current Judge: Fredric Joseph Ammerman

David L. Nearhoodvs.Rider Ford, Inc., et al

Civil Other-COUNT

Date		Judge
1/20/2009	Plaintiff's Response in Opposition to Defendant's Motion For Summary Judgment, filed by s/ David L. Nearhood, Plaintiff. 4CC Plff.	Fredric Joseph Ammerman
	Notice of and Supplemental Evidentiary Exhibits No. 1, filed by s/ David L. Nearhood, Plaintiff. 4CC Plff.	Fredric Joseph Ammerman
	Reply to Defendant's Answer to Plaintiff's Motion For Sanctions and Motion For Determined Ruling, and Motion to Withdraw or Amend Admissions, filed by s/ David L. Nearhood, Plff. 4CC Plff.	Fredric Joseph Ammerman
	Notice of Correction of Record and Amendment of Plaintiff's Complaint at Paragraph 24, Filed With Court Administrator Jan. 20, 2009, Due to Inadvertant Clerical Error and Mistake, filed by s/ David L. Nearhood, Plaintiff. 4CC Plff.	Fredric Joseph Ammerman
1/28/2009	Notice of and Supplemental evidentiary Exhibits No. 2, filed by s/ David L. Nearhood, Plaintiff. 4CC Plff.	Fredric Joseph Ammerman
1/29/2009	Order, this 28th day of Jan., 2009, the parties have an additional 30 days to conduct discovery and to file the same with the record. Following receipt of this information the Court will render a decision on Defendant Citizens Automotive Finance Corporations's Motion for summary Judgment. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Plff. - 1223 Oak Grove Rd., Morrisdale, PA 16858; 1CC Attys: Stover/Bardo, Warmbrodt	Fredric Joseph Ammerman
2/17/2009	Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date, filed by s/ David L. Nearhood, Plaintiff. 4CC Plff	Fredric Joseph Ammerman
	Motion For Clarification on Prior Discovery Issues and for a Ruling on Prior Motions, filed by s/ David L. Nearhood, Plaintiff. 4CC Plff	Fredric Joseph Ammerman
	Notice of And Supplemental Evidentiary Exhibits No. 3, filed by s/ David L. Nearhood, Plaintiff. 4CC Plff.	Fredric Joseph Ammerman
	Notice of Correction of Record and Amendment of Plaintiff's Notice of Rescission and Revocation of Acceptance of Contract - Citizen's Auto finance Corp. - Served June 6, 2007. filed by s/ David L. Nearhood, Plaintiff. 4CC Plff	Fredric Joseph Ammerman
	Plaintiff's Request For Admissions No. 2 to Defendant Citizen's Auto Finance Corp., filed by s/ David L. Nearhood, Plaintiff. 4CC Plff.	Fredric Joseph Ammerman
	Notice of Correction of Record and Amendment of Plaintiff's Notice of Rescission and Revocation of Acceptance of Contract - Rider Ford Inc. - Served June 6, 2007. Filed by s/ David L. Nearhood, Plaintiffl. 4CC Plff.	Fredric Joseph Ammerman
2/27/2009	Motion to Compel Compliance of Sufficient Answers to Discovery By Defendant Rider Ford, Inc., filed by s/ David L. Nearhood, Plaintiff. 3CC to Plff	Fredric Joseph Ammerman
3/3/2009	Order, this 2nd day of March, 2009, Plaintiff's Motion to Compel Compliance of Sufficient Answers to Discovery by Defendant Rider Ford, Inc. is DENIED. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Stover/Bardo, Warmbrodt; 1CC Plff. - 1223 Oak Grove Rd., Morrisdale, pa 16858	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas

ROA Report

Case: 2007-00908-CD

Current Judge: Fredric Joseph Ammerman

David L. Nearhoodvs.Rider Ford, Inc., et al

Civil Other-COUNT

Date		Judge
3/4/2009	Order, this 3rd day of march, 2009, 1. Motion to Proceed Forward to Trial and Set Jury Selection and Trial Date is Denied as premature. 2. The Plaintiff's Motion for sanctions and Motion for A Determined Ruling filed Nov. 10, 2008 is Dismissed. 3. Plaintiff's Notice of objections to Defendant's Praecipe for Substitution of Verification filed Dec. 24, 2008 is Dismissed. 4. The Motion for Clarification on Prior Discovery Issues and for a Ruling on Prior Motions is Dismissed. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Stover/Bardo, Warmbrodt; 1CC Plff. - 1223 Oak Grove Rd., Morrisdale, PA 16858	Fredric Joseph Ammerman
3/24/2009	Motion For Leave of Court to Conduct Additional Discovery and Resubmit Requests and Remove Objections by Defendant Per Previous Reservation of rights by Plaintiff, filed by s/ David L. Nearhood, Plaintiff. 3CC Plff.	Fredric Joseph Ammerman
	Plaintiff's Request For Admissions No. 3 to Defendant Citizen's Auto Finance Corp., filed by s/ David L. Nearhood, Plaintiff. 3CC Plff.	Fredric Joseph Ammerman
3/25/2009	Order, this 25th day of March, 2009, it is Ordered that the Plaintiff's Motion for Leave of Court to Conduct Additional Discovery is DENIED. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Plff. - 1223 Oak Grove Rd., Morrisdale, PA 16858; 1CC Atty Stover/Bardo; 1CC Atty. Warmbrodt	Fredric Joseph Ammerman
4/3/2009	Motion to Reconsider Motion to Proceed forward to Trial and Set Jury Selection and Trial Date, filed by David L. Nearhood-plff. 3CC plff.	Fredric Joseph Ammerman
	Order, this 3rd day of April, 2009, Plaintiff's Motion to Reconsider to Proceed Forward to Trial and Set Jury Selection and Trial Date is Dismissed. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atts: Stover/Bardo, Warmbrodt; 1CC D. Nearhood, 1223 Oak Grove Rd., Morrisdale, PA 16858	Fredric Joseph Ammerman
4/13/2009	Defendant's Motion For Protective Order, filed by s/ James C. Warmbrodt, Esquire. no CC	Fredric Joseph Ammerman
4/14/2009	Order, this 13th day of April, 2009, Defendant's Motion For Protective Order is Granted. Defendant shall not be required to respond to Plaintiff's Requests for Admissions no. 3 filed March 24, 2009 and Plaintiff shall serve no additional requests for discovery on Defendant, Citizens Auto Finance Corp., without furthur Order of Court. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Plff. & Def Atty.	Fredric Joseph Ammerman
4/23/2009	Plaintiff's Response in Opposition to and Motion to Reconsider Court Order Granting Defendant's Motion for Protective Order and Motion for Sanctions, filed by Plaintiff 3 Cert. to Plaintiff.	Fredric Joseph Ammerman
	Motion for Leave of Court to Conduct Additional Discovery Requests for Admissions No. 4, filed by Plaintiff 3 Cert. to Plaintiff.	Fredric Joseph Ammerman
4/28/2009	Order, AND NOW, this 27th day of April, 2009, Court being in receipt of Plaintiff's Pro Se Motion for Leave of Court to Conduct Additional Discovery Requests for Admissions No. 4 and Motion to Reconsider Court Order Granting Defendant's Motion for Protective Order and Motion for Sanctions, Order that Motions are Denied. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Plaintiff One CC Attorneys Stover/Bardo and Warmbrodt	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas
ROA Report
Case: 2007-00908-CD
Current Judge: Fredric Joseph Ammerman
David L. Nearhoodvs.Rider Ford, Inc., et al

Civil Other-COUNT

Date		Judge
5/14/2009	Order AND NOW, this 14th day of May 2009, upon consideration of Defendant Citizens Auto Finance Corporation's Motion for Summary Judgment, it is the ORDER of this Court that it be and is hereby GRANTED IN PART and DENIED IN PART as follows: (see original for details) BY THE COURT: /S/Fredric J. Ammerman, P. Judge. 1CC Attys: Warmbrodt and Stover/Bardo and 1CC Plff @ 1223 Oak Grove Rd., Morrisdale, PA 16858.	Fredric Joseph Ammerman
5/26/2009	Motion to Reconsider Court Order Granting Defendant's Motion for Summary Judgment, (and Proceed Forward to Trial and Set Jury Selection and Trial Date) filed by David L. Nearhood-plff. 3CC plff.	Fredric Joseph Ammerman
6/2/2009	Order this 27th day of May 2009, the Court being in receipt of the Plaintiff's pro se Motion to Reconsider Court Granting Defendant's Motion for Summary Judgment, it is the ORDER of this Court that the said Motion be and is hereby DENIED. Additionally, it is the ORDER of this Court that a pre-trial conference with the Plaintiff and Defendant Rider Ford be and is hereby scheduled for the 2nd day of July 2009 at 9:000 in Chamber. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC plff @ 1223 Oak Grove Rd., Morrisdale, PA 16858 and 1CC Attys: Warmbrodt, Stover/Bardo.	Fredric Joseph Ammerman
7/7/2009	Order, this 2nd day of July, 2009, following pre-trial conference, it is Ordered: Jury Selection will be held on July 23, 2009 at 9:00 a.m. in Courtroom 1. Jury Trial is scheduled for Nov. 16 and 17, 2009 at 9:00 a.m. in courtroom 1. (see original) By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Stover/Bardo, Warmbrodt; 1CC Plff - 1223 Oak Grove Rd., Morrisdale, PA 16858	Fredric Joseph Ammerman
7/16/2009	Defendant's Motion to Bifurcate Action and to Schedule Trial Before a Panel of Arbitrators, filed by s/ James C. Warmbrodt, Esquire. No CC	Fredric Joseph Ammerman
	Defendant's Motion Pursuant to Pa. R. C. P. 1075.1 For The Issuance of a Writ of Seizure, filed by s/James C. Warmbrodt, Esquire. No CC	Fredric Joseph Ammerman
7/20/2009	Order of Court, AND NOW, this 20th day of July, 2009, Ordered that Defendant's Motion is Granted, Re: matter bifurcated and action referred for trial before panel of arbitrators. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorney Warmbrodt	Fredric Joseph Ammerman
	Order of Court, AND NOW, this 20th day of July, 2009, Ordered that Defendant's Motion Pursuant to Pa.R.C.P. 1075.1 for Issuance of a Writ of Seizure is Granted. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorney Warmbrodt	Fredric Joseph Ammerman
7/27/2009	Affidavit of Service filed. On or about July 23, 2009, defendant received a signed Order of Court and on or about July 24, 2009 defendant mailed the Order of Court to Plaintiff, filed by s/ James C. Warmbrodt Esq. No CC.	Fredric Joseph Ammerman
	Affidavit of Service filed. On or about July 23, 2009, defendant received a signed Order of Court and on or about July 24, 2009 defendant mailed the Order of Court to Plaintiff, filed by s/ James C. Warmbrodt Esq. No CC.	Fredric Joseph Ammerman
8/31/2009	Filing: Praecipe for Writ of Seizure Paid by: Weltman, Weinberg & Reis Co., L.P.A. Receipt number: 1930973 Dated: 8/31/2009 Amount: $20.00 (Check) For: Citizens Automobile Finance Corp. (defendant) 1 Cert. with Writ of Seizure to Sheriff.	Fredric Joseph Ammerman
	Expert Witness List, filed by s/ David L. Nearhood, Plaintiff. 3CC Plff	Fredric Joseph Ammerman

Clearfield County Court of Common Pleas

ROA Report

Case: 2007-00908-CD

Current Judge: Fredric Joseph Ammerman

David L. Nearhoodvs.Rider Ford, Inc., et al

Civil Other-COUNT

Date		Judge
10/2/2009	Motion In Limine, filed by s/ Jeffrey W. Stover, Esquire. 3CC Atty. Kesner (on behalf of Atty. Stover)	Fredric Joseph Ammerman
10/8/2009	Rule, this 6th day of Oct., 2009, a Rule is granted on the Plaintiff. This Rule is returnable for hearing on the 19th of Oct., 2009, at 10:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Stover	Fredric Joseph Ammerman
10/14/2009	Motion to Reschedule, filed by Atty. Stover 1 Cert. to Atty.	Fredric Joseph Ammerman
	Order, this 14th day of Oct., 2009, Motion to Reschedule is GRANTED and argument on Defendant Rider Ford's Motion in Limine is rescheduled from Oct. 19, 2009 at 10:00 a.m. to the 27th of Oct., 2009 at 3:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Cert. to Atty.	Fredric Joseph Ammerman
10/16/2009	Plaintiff's Reply to Defendant's Motion in Limine, filed by s/David L. Nearhood, Plff. 3CC Plff.	Fredric Joseph Ammerman
	Rule, this 15th day of Oct., 2009, a Rule is granted on Plaintiff. Rule Returnable for hearing on the 27th day of Oct., 2009 at 3:00 P.M. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Bardo	Fredric Joseph Ammerman
10/28/2009	Order, this 27th day of Oct., 2009, following argument on the Defendant's Motion in Limine, it is Ordered: (see original). By the Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Nearhood, Stover, Warmbrodt	Fredric Joseph Ammerman
11/9/2009	Certificate of Service, filed. On Nov. 9, 2009. a copy of the attached Subpoena to Attend and Testify (for Mark Nearhood) by depositing a true and correct copy in U.S. Mail to: Jeffrey W. Stover Esq. and James C. Warmbrodt Esq., filed by s/ David L. Nearhood. 2CC plff.	Fredric Joseph Ammerman
	Certificate of Service, filed. On Nov. 9, 2009 a copy of the attached Subpoena to Attend and Testify (for George Campbell) by depositing a true and correct copy in U.S. Mail to: Jeffrey W. Stover Esq. and James C. Warmbrodt Esq., filed by s/ David L. Nearhood. 2CC plff.	Fredric Joseph Ammerman
11/17/2009	Order, this 16th day of Nov., 2009, the Motion for Nonsuit is granted. The Plaintiff's Complaint is hereby dismissed, with prejudice. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Plff - 1223 Oak Grove Rd., Morrisdale, PA 16858; 2CC Attys; Stover/Bardo, Warmbrodt	Fredric Joseph Ammerman
11/23/2009	Defendant's Notice Pursuant to PA.R.C.P. 1305(b), filed by s/ James C. Warmbrodt, Esquire. No CC	Fredric Joseph Ammerman
2/15/2009	Order this 15th day of December 2009, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Thursday January 7, 2010 at 1:00 pm in the Conference/Hearing Room No. 3. The following have been appointed as Arbitrators: Andrew P. Gates Esq., Chairman Michael S. Marshall Esq and Frederick M. Neiswender Esq. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 6 CC to C/A.	Fredric Joseph Ammerman
2/17/2009	Plaintiff's Request for Continuance of Hearing Date and Admittance of Documents, filed by Plaintiff 3 Cert. to Plaintiff.	Fredric Joseph Ammerman

VERIFICATION

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I hereby declare that the facts set forth in the foregoing **NOTICE OF CORRECTION OF RECORD AND AMENDMENT OF PLAINTIFF'S NOTICE OF RESCISSION AND REVOCATION OF ACCEPTANCE OF CONTRACT – CITIZEN'S AUTO FINANCE CORP. - SERVED JUNE 6, 2007, DUE TO INADVERTANT CLERICAL ERROR AND MISTAKE,** are true and correct to the best of my knowledge and good faith belief.

Respectfully submitted,

Dated: Feb. 17, 2009 by David L. Nearhood

David L. Nearhood, *in propria persona*
Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION – LAW**
	:
Plaintiff	**: BREACH OF CONTRACT**
	: ACTION - EX CONTRACTU
vs	**:**
	:
RIDER FORD, INC., a/k/a RIDER FORD	**:**
	:
and	**: CASE NO.: 2007-00908-CD**
	:
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	**:**
	:
	: JUDICIAL NOTICE
Defendants	**:**

CERTIFICATE OF SERVICE

Under penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities, I, David L. Nearhood, hereby certify that I caused to be served on Feb. 17, 2009, a copy of the attached **Notice of Correction of Record and Amendment of Plaintiff's Notice of Rescission and Revocation of Acceptance of Contract – Citizen's Auto Finance Corp. - Served June 6, 2007, Due to Inadvertent Clerical Error and Mistake,** by depositing a true and correct copy in the U.S. Mail, 1st class postage prepaid, to:

Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
Attorney for Defendant Rider Ford, Inc.
Jeffrey W. Stover #37652
Susan E. Bardo #93738
122 E. High Street
Bellefonte, PA 16823-3002
Telephone: (814) 355-8235; Fax: (814) 355-1304

Weltman, Weinberg & Reis Co., L.P.A.
Attorney for Defendant Citizen's Auto Finance Corp.
James C. Warmbrodt, Esquire #42524
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219-9517
Telephone: (412) 434-7955; Fax: (412) 338-7130

Respectfully submitted,

Dated: Feb. 17, 2009

by David L. Nearhood

David L. Nearhood, Plaintiff
in propria persona
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

UA

David L. Nearhood
1223 Oak Grove Road
Morrisdale, Pennsylvania 16858
(814) 342-7464

Plaintiff

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD	**: CIVIL ACTION**
Plaintiff	:
vs	:
RIDER FORD, INC., a/k/a RIDER FORD	:
and	**: CASE NO.: 2007-00908-CD**
CITIZENS AUTOMOBILE FINANCE CORP., a/k/a CITIZENS AUTO FINANCE CORP.	:
Defendants	:

ORDER

AND NOW, this 18 day of December 2009, in consideration of **PLAINTIFF'S REQUEST FOR CONTINUANCE OF HEARING DATE AND ADMITTANCE OF DOCUMENTS,**

IT IS ORDERED that Plaintiff's request is GRANTED; and the time of the hearing date is May 20, 2010 @ 9:00 AM., 2010 and the Pa.R.C.P. 1305(b) apply from this new hearing date.

By the Court,

Fredric J. Ammerman

FILED 3CC
012:23301 Pff
DEC 22 2009
William A. Shaw
Prothonotary/Clerk of Courts

FILED

DEC 22 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/22/09

X 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:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-908-CD

DAVID L. NEARHOOD
vs
RIDER FORD, INC. and CITIZENS AUTO FINANCE CORP.

SERVICE # 1 OF 1

WRIT OF SEIZURE, PRAECIPE & ORDER

SERVE BY: 09/14/2009 ASAP HEARING: PAGE: 106113

DEFENDANT: DAVID L. NEARHOOD
ADDRESS: 1223 OAK GROVE ROAD
MORRISDALE, PA 16858
ALTERNATE ADDRESS

FILED
JAN 27 2010
3:30/cc
William A. Shaw
Prothonotary/Clerk of Courts

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDESS IS: VACANT OCCUPIED

ATTEMPTS 10-1-09 11:20 a.m. - N/H (No Truck) 10-20-09 no truck
10-14-09 - 2:20 p/m - N/H NO TRUCK 11-2-09 No truck
12-7-09 - 10:12 A/m - NO TRUCK N/H

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

WRIT OF SEIZURE, PRAECIPE & ORDER ON DAVID L. NEARHOOD, DEFENDANT

BY HANDING TO _____/_____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

WRIT OF SEIZURE, PRAECIPE & ORDER FOR DAVID L. NEARHOOD

AT (ADDRESS) _____

NOW 1-27-10 AT 3:30 AM (PM) AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO DAVID L. NEARHOOD

REASON UNABLE TO LOCATE Vehicle not at Residence, No Answer After numerous attempts

So Answers: CHESTER A. HAWKINS, SHERIFF

SWORN TO BEFORE ME THIS

_____DAY OF _____ 2009

BY: Jerome M. Nevling
Deputy Signature

Jerome M. Nevling
Print Deputy Name

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

AUG 31 2009

Attest. William L. Shaw
Prothonotary/
Clerk of Courts

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

DAVID L. NEARHOOD,

Plaintiff

vs.

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORP.,

Defendants

No. 2007-908-CD

PRAECIPE FOR WRIT OF SEIZURE

FILED ON BEHALF OF
Defendant

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#: 06101364

WWR No.

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

DAVID L. NEARHOOD,

Plaintiff

vs. Civil Action No. 2007-908-CD

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORP.,

Defendants

PRAECIPE FOR WRIT OF SEIZURE

TO THE PROTHONOTARY:

Kindly issue a Writ of Seizure in the above matter directed to the Sheriff of Clearfield County, Pennsylvania, as to the Order of Court dated July 20, 2009, and attached hereto.

1. To deliver possession of the 2006 Ford Truck, S-DTY F-250, REG CAB more particularly identified 1FTNF21506EB63026.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: _____
James C. Warmbrodt, Esquire
PA I.D. #42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06101364

DATED: _____

WWR No.

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

DAVID L. NEARHOOD,

Plaintiff,

No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

ORDER OF COURT

AND NOW, this 20th day of July, 2009, it is ORDERED, ADJUDGED and DECREED that the Defendant's Motion Pursuant to Pa.R.C.P. 1075.1 for Issuance of a Writ of Seizure filed herein be and hereby is granted, and it is further ORDERED, ADJUDGED and DECREED that the Prothonotary shall issue a writ of seizure in favor of the Defendant and against the Plaintiff, directing the Sheriff to serve the writ and take possession of Defendant's collateral, the 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026.

By the Court,

/S/ Fredric J Ammerman
J.

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

JUL 20 2009

Attest.
Prothonotary/
Clerk of Courts

EXHIBIT
"1"

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

DAVID L. NEARHOOD,

Plaintiff

vs. Civil Action No. 2007-908-CD

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORP.,

Defendants

WRIT OF SEIZURE

TO THE SHERIFF OF CLEARFIELD COUNTY:

(1) To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following described property to: CITIZENS AUTO FINANCE CORP Defendant(s)

being: (premises as follows):

1FTNF21506EB63026.

(2) To satisfy the costs against the Defendant(s), you are directed to levy upon any property of the Defendant(s) and sell his/her (or their) interest therein.

Received this writ this 31st day
of August A.D. 2009
At 3:00 A.M./P.M.
Chester A. Hawkins
Sheriff by Mary Hagerty

Prothonotary

Deputy

DATED: August 31, 2009

WWR No.

FILED
JAN 27 2010
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

No. 2007-908-CD

TYPE OF PLEADING:

DEFENDANT'S PETITION TO DELIVER PROPERTY TO THE SHERIFF PURSUANT TO Pa.R.C.P. 1081

FILED ON BEHALF OF:
Defendant, Citizens Auto Finance Corp.

COUNSEL OF RECORD OF THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

FILED
FEB 17 2010
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

DEFENDANT'S PETITION TO DELIVER PROPERTY TO THE SHERIFF PURSUANT TO Pa.R.C.P. 1081

AND NOW, comes the Defendant, Citizens Auto Finance Corp. (hereinafter "Citizens"), by and through its counsel, James C. Warmbrodt, Esquire, and Weltman, Weinberg & Reis Co., L.P.A., and in support of its Petition herein respectfully represents as follows:

1. By this Honorable Court's Order of May 14, 2009, Citizens' Motion for Summary Judgment was granted in part and denied in part.
2. In its aforesaid Order of May 14, 2009, this Honorable Court dismissed all of the claims of the Plaintiff, David L. Nearhood (hereinafter "Nearhood") against Citizens.
3. By this Honorable Court's Order of July 20, 2009, Citizens' counterclaims against Nearhood were referred for trial before a panel of arbitrators.

4. By its Order of December 18, 2009, this Honorable Court granted Nearhood's motion for continuance, and the arbitration hearing in this matter, originally scheduled for January 7, 2010, was continued to May 20, 2010.
5. On July 20, 2009, this Honorable Court entered an Order granting Citizens' motion for issuance of a writ of seizure, and directing the Sheriff to serve the writ and take possession of Citizens' collateral, the 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026.
6. The writ of seizure was thereafter issued, and according to communications with the Sheriff's office, there have been eight attempts to serve the writ and take possession of the vehicle at Nearhood's residence, but in each instance the vehicle has not been found and no one has answered the door.
7. The Sheriff has advised that the writ has now expired.
8. In his pleadings of record, Nearhood has admitted to being in possession, custody and control of the vehicle, and he has averred that he no longer desires to retain possession of the vehicle.
9. Based upon the undisputed facts of record in this matter, Nearhood has been in possession of Citizens' collateral since December 30, 2006 without having made a single payment to Citizens.
10. Based upon the foregoing, Citizens believes and therefore avers that Nearhood has concealed, removed or transferred its aforesaid collateral.
11. Where a writ of seizure has been issued, the Court may order the defendant to deliver the property to the Sheriff. Pa. R.C.P. 1081.

WHEREFORE, Defendant humbly requests that this Honorable Court enter an Order pursuant to Pa.R.C.P. 1081 directing the Plaintiff, David L. Nearhood, at said Plaintiff's sole and exclusive expense, to deliver to the Sheriff of Clearfield County the 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026, together with any further relief which this Honorable Court deems appropriate.

Respectfully Submitted:

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:_____

James C. Warmbrodt, Esquire
PA I.D.# 42524
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is an attorney for the Plaintiff herein and makes this Verification based upon the facts as supplied to him by the Plaintiff because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.

James C. Warmbrodt, Esquire

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of DEFENDANT'S PETITION TO DELIVER PROPERTY TO THE SHERIFF PURSUANT TO Pa.R.C.P. 1081 by First Class Mail, Postage Pre-Paid, on the 12th day of Feb., 2010, upon the following:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

James C. Warmbrodt, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 106113
NO: 07-908-CD
SERVICES 1
WRIT OF SEIZURE, PRAECIPE & ORDER

PLAINTIFF: DAVID L. NEARHOOD
vs.
DEFENDANT RIDER FORD, INC. and CITIZENS AUTO FINANCE CORP.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8916622	10.00
SHERIFF HAWKINS	WELTMAN	8916622	85.50

FILED
01:44cm
FEB 17 2010
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2010

_____

So Answers,

Chester A. Hawkins
Sheriff

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

DAVID L. NEARHOOD,	*	No. 07-908-CD
Plaintiff	*	
vs	*	
RIDER FORD, INC. and CITIZENS	*	
AUTO FINANCE CORP.,	*	
Defendants	*	

ORDER

AND NOW, this 18th day of February, 2010, upon consideration of the within Petition, it is hereby ORDERED, ADJUDGED and DECREED that Plaintiff, David L. Nearhood, at his sole and exclusive expense, shall deliver to the Sheriff of Clearfield County the 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026, within 7 days from the date of the entry of this Order.

Mr. Nearhood is directed to contact the Sheriff's Office via telephone (765-2641, ext 1360) to make arrangements for delivery of the truck to the Sheriff's Office located at the Clearfield County Courthouse, 230 E. Market Street, Clearfield, PA during normal business hours of 8:30 a.m. to 4:00 p.m., Monday thru Friday.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

FILED
10:19/30
FEB 19 2010
William A. Shaw
Prothonotary/Clerk of Courts

(6)
1CC Plff
1223 Oak Grove Rd.
Morrisdale, PA 16858
1CC Atty Wambrodt
1CC Attys Stover/Bardo
1CC Sheriff (without memo)

FILED

FEB 19 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2/19/10

___ You are responsible for serving all appropriate parties.

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

_X_ Plaintiff(s) ___ Plaintiff(s) Attorney ___ Other

___ Defendant(s) _X_ Defendant(s) Attorney

___ Special instructions:

CHESTER A. HAWKINS
SHERIFF

Sheriff's Office
Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986
FAX (814) 765-5915
ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK
CYNTHIA AUGHENBAUGH
OFFICE MANAGER
KAREN BAUGHMAN
CLERK TYPIST
PETER F. SMITH
SOLICITOR

07-908-CD

Date: 03/01/2010

To: President Judge Frederic J. Ammerman

From: Robert E. Snyder, Chief Deputy Sheriff

Reference: Nearhood V. Rider Ford Inc and Citizens Auto Finance Corp.

At 14:30 hours on Friday, February 26, 2010, David L. Nearhood turned over to the Clearfield County Sheriff's Office a 2006 Ford F-250, bearing Vehicle Identification Number 1FTNF21506EB63026. This vehicle was relinquished pursuant to the provisions of your court order, dated 02/18/2010 issued to case number 07-908-CD.

The vehicle is currently being stored at the Clearfield County Multi-Service Center pending further order of the court for disposition.

FILED
2012:44 BN
MAR 01 2010

William A. Shaw
Prothonotary/Clerk of Courts

FILED
MAR 01 2010
William A. Shaw
Prothonotary/Clerk of Courts
Filed per Judge
Ammerman

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

DAVID L. NEARHOOD	*	NO. 2007-908-CD
vs	*	
RIDER FORD, INC. and CITIZENS AUTO FINANCE CORP.,	*	

ORDER

NOW, this 20th day of April, 2010, the Court notes as follows:

1. The Arbitration hearing relating to the Plaintiff's claims against Citizens Auto Finance Corp. originally scheduled for January 7, 2010 and then rescheduled to May 20, 2010 is CANCELED.

2. The Arbitration was scheduled and rescheduled in error as this Court's Order of May 14, 2009 dismissed all claims of the Plaintiff versus Citizens Auto Finance Corp. The Court further notes that the Order of November 17, 2009 dismissed all claims versus Rider Ford, Inc. The case is concluded.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

FILED
012:53/BI
APR 21 2010
William A. Shaw
Prothonotary/Clerk of Courts

ICC Attys:
Steves/Bardo
Wasmbrodt
ICC D. Nearhood
1223 Oak Grove Rd.
Morrisdale, PA 16858

FILED

APR 21 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/21/10

___ You are responsible for serving all appropriate parties.

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

X Plaintiff(s) ___ Plaintiff(s) Attorney ___ Other

___ Defendant(s) X Defendant(s) Attorney

___ Special Instructions:

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORP.

Defendant.

No. 2007-00908-CD

DEFENDANT'S SUPPLEMENTAL NOTICE PURSUANT TO PA.R.C.P. 1305(b)

FILED ON BEHALF OF
Defendant, Citizens Auto Finance Corp.

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
P.A. ID #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, Pa 15219
(412) 434-7955

WWR#6101364

FILED NO CC
10:44 BY
APR 26 2010
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD

Plaintiff, No. 2007-00908-CD

vs.

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORPORATION

Defendants.

DEFENDANT'S SUPPLEMENTAL NOTICE PURSUANT TO PA.R.C.P. 1305(b)

AND NOW, comes the Defendant, Citizens Auto Finance Corporation, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and hereby gives notice pursuant to Pa.R.C.P. 1305(b) of its intention to offer into evidence at the arbitration hearing the following documents, the copies of which are attached hereto:

1. A true and correct copy of the Notice of Repossession, Redemption Rights and Deficiency Balance Obligation Under State Law dated March 11, 2010.

Respectfully Submitted:

James C. Warmbrodt, Esquire

WWR #6101364

VIA CERTIFIED MAIL

DATE: 3/11/10
DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE, PA 16858

ACCOUNT NUMBER: 2719281970
COLLATERAL: 2006 FORD F250
VIN#: 1FTNF21506EB63026

NOTICE OF REPOSSESSION, REDEMPTION RIGHTS AND
DEFICIENCY BALANCE OBLIGATION UNDER STATE LAW

We repossessed your [2006 FORD F250 VIN# 1FTNF21506EB63026] due to your default of nonpayment under the terms of our Retail Installment Contract for loan account number [271928197C], dated 12/30/06. This unit is currently being stored at:

KELLER'S RECOVERY SERVICE - TYRONE PA 16686

You may redeem the vehicle by paying the entire amount you owe on the Contract (not just past due payments) plus, to the extent permitted by law, the cost of taking and storing the vehicle, and other expenses that we have incurred. As of this date, you may redeem the vehicle by paying all of the following total dollar amounts:

Principal	$22102.50
Interest*	$6009.93
Late Charges	$28.00
Other Fees	$8317.00
Repossession Expenses**	$280.00
Total amount required to REDEEM (as of 03/10/10)	$36737.43

We may allow a one-time reinstatement of your Contract over the lifetime of your loan. If so, you may reinstate your Contract and regain possession of the vehicle by curing any payment or other default(s) and paying, to the extent permitted by law, the cost of taking and storing the vehicle, and any other expenses that we have incurred. As of this date, you may reinstate the Contract by paying all of the following total dollar amounts:

Past Due Payments (includes principal and interest)	$13295.44
Late Charges	$28.00
Other Fees	$8317.00
Repossession Expenses**	$280.00
Total amount required to REINSTATE (as of [3/10/10])	$21920.44

*(additional interest will be charged at a rate of [$5.14] per day beyond the date of this letter.)
**(only if your default exceeded 15 days at the time of repossession.)

The total dollar amounts listed above may change after the date of this letter, and other fees may be charged by the storage agent. You may contact this department by phone at 888-441-2959 or send a written request to the address listed below to obtain the exact amount owed in order to redeem or reinstate the vehicle, or to obtain additional information about your loan. If you want us to explain in writing how we have figured these amounts, you may call this department at 888-441-2959 or write to the address listed below and request a written explanation. We will charge you $10.00 for the explanation if we sent you a written explanation of the amount you owe us within the last six months. **You may make payment or serve notice to** Citizens Automobile Finance, Inc. **at the address below.**

If you do not redeem or reinstate the vehicle within fifteen (15) days following the posting of this notice, we will sell the vehicle at a private sale. A sale could include a lease or license. If you need more information about the sale, call us at 888-441-2959, or write us at the address listed below. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of the sale will be figured this way: any charges for taking, storing, cleaning, advertising and selling the vehicle, any attorney's reasonable fees, court costs and any other charges permitted by law will be subtracted from the selling price. If you owe us less than the net proceeds of the sale, we owe you the difference, unless someone else has an interest in the vehicle.

If you owe more than the net proceeds of the sale, to the extent allowed by law and IF YOU HAVE NOT FILED FOR A PETITION IN BANKRUPTCY, you will pay us the difference between the net proceeds of the sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to the Contract, until you do pay all you owe us

In accordance with our agreement with you, we are providing you notice of your right to claim tangible personal property discovered in the vehicle after repossession. We will dispose of any personal property found in your vehicle, unless you identify and claim such property within 31 days after this notice was mailed or delivered. If you wish to identify and claim your personal property, you may do so by contacting us at 888-441-2959 and we will provide you with the current location of the vehicle as well as the appropriate business hours. Thereafter, the property may be disposed of in the same manner as the motor vehicle and other collateral.

We are also sending this notice to the following other people who have an interest in your vehicle or who owe money under your agreement: N/A

Sincerely,
Citizens Automobile Finance, Inc.
Asset Disposition-Redemption Specialist
480 Jefferson Blvd. RJW500
Warwick, RI 02886
888-441-2959

Please note that this letter is designed to collect a debt and any information you provide may be used for that purpose. We have told a credit bureau about late payments, missed payments or other defaults on your account. This information may be reflected in your credit report.

NOTICE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THIS NOTICE IS INTENDED FOR INFORMATION PURPOSES ONLY AND IS NOT AN ATTEMPT TO COLLECT THE DEBT

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the within Defendant, Citizens Auto Finance Corporation's Supplemental Notice Pursuant to Pa.R.C.P. 1305(b) was served on the 22nd day of April 2010 by first class, U.S. Mail, postage-prepaid, addressed as follows:

David Nearhood, pro se
1223 Oak Grove Road
Morrisdale, PA 16858

Jeffrey W. Stover, Esquire
Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.c.
122 E. High Street
Bellefonte, PA 16823-3002

James C. Warmbrodt, Esq.

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

No. 2007-908-CD

TYPE OF PLEADING:

DEFENDANT'S MOTION FOR RECONSIDERATION OF THE COURT'S ORDER OF APRIL 20, 2010

FILED ON BEHALF OF:
Defendant, Citizens Auto Finance Corp.

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

FILED NOCC
10:52 BOY
APR 28 2010
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

DEFENDANT'S MOTION FOR RECONSIDERATION OF THE COURT'S ORDER OF APRIL 20, 2010

AND NOW, comes the Defendant, Citizens Auto Finance Corp., by and through its counsel, James C. Warmbrodt, Esquire, and Weltman, Weinberg & Reis Co., L.P.A., and in support of its Motion herein respectfully represents as follows:

1. By its Order of April 20, 2010, this Honorable Court cancelled the arbitration hearing in this matter scheduled for May 20, 2010 on the basis that the case is concluded.
2. The Answer filed in this matter by this Defendant contained a two-count counterclaim; the first count seeking possession of Defendant's collateral, the second count seeking money damages under the contract. Attached hereto as Exhibit "1" is a true and correct copy of Defendant's Answer, New Matter, New Matter Pursuant to Pa.R.C.P. 2252(d) and Counterclaim filed herein.
3. While Defendant has recovered possession of its collateral, the collateral has not been sold, and Plaintiff wishes to pursue its claims for damages under the contract.

WHEREFORE, Defendant humbly requests that this Honorable Court enter an Order vacating its prior order dated April 20, 2010 and rescheduling an arbitration hearing in this matter, together with any further relief which this Honorable Court deems appropriate.

Respectfully Submitted:

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:_____

James C. Warmbrodt, Esquire
PA I.D.# 42524
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is an attorney for the Plaintiff herein and makes this Verification based upon the facts as supplied to him by the Plaintiff because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for the filing of this pleading; and that the facts and circumstances set forth in this pleading, are true and correct to the best of his knowledge, information and belief.

James C. Warmbrodt, Esquire

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

ANSWER, NEW MATTER, NEW MATTER PURSUANT TO PA.R.C.P. 2252(d) AND COUNTERCLAIM

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

FILED ON BEHALF OF
Citizens Auto Finance Corp.,
Defendant

COUNSEL OF RECORD OF
THIS PARTY:

JAMES C. WARMBRODT,
ESQUIRE
PA I.D.#42524
Weltman, Weinberg & Reis Co.,
L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR# 6101364

EXHIBIT "1"

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

DAVID L NEARHOOD

Plaintiff

vs. Civil Action No. 2007-908-CD

RIDER FORD, INC AND
CITIZENS AUTO FINANCE CORP

Defendant

COMPLAINT AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

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

DAVID L. NEARHOOD,

Plaintiff,

No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

NOTICE TO PLEAD

To: DAVID L. NEARHOOD and RIDER FORD, INC.:

You are hereby notified to file a written response to the within Answer, New Matter and New Matter Pursuant to Pa.R.C.P. 2252(d) within twenty (20) days from service hereof or a judgment may be entered against you.

JAMES C. WARMBRODT,
ESQUIRE
PA I.D.47437
Weltman, Weinberg & Reis Co.,
L.P.A.
2718 Koppers Building
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

ANSWER, NEW MATTER, NEW MATTER PURSUANT TO PA.R.C.P. 2252(d) AND COUNTERCLAIM

AND NOW, comes the Plaintiff, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and in support of its Answer, New Matter, New Matter Pursuant to Pa.R.C.P. 2252(d) and Counterclaim represents as follows:

1. Admitted.
2. Admitted.
3. Denied as stated. The correct designation of this Defendant is "Citizens Automobile Finance Inc.", and the correct address for this Defendant is 480 Jefferson Blvd., RJE 350, Warwick, RI 02886.
4. It is admitted that Plaintiff signed the "Buyer's Order" that is attached to the Complaint as Exhibit "A". The remaining averments refer to a document, which document speaks for itself, and therefore no further response is required. To the extent that a response may be required, it is denied that Plaintiff made a cash

downpayment in the amount of $6,500.00. In fact, as averred by Plaintiff in Paragraph 28 of his Complaint, the amount of Plaintiff's downpayment was $2,000.00.

5. It is admitted that Plaintiff signed the Retail Installment Contract that is attached to the Complaint as Exhibit "B". It is admitted that no officer or employee of this Defendant was present at the signing of the Retail Installment Contract by the Plaintiff. The remaining averments refer to a document, which document speaks for itself, and therefore no further response is required. To the extent that a response may be required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments, as those averments are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial.

6. Denied as conclusions of law.

7. Denied as conclusions of law.

8. Denied as conclusions of law.

9. It is admitted that Exhibit "C" attached to the Complaint is the Application for Title for the vehicle in question, which document speaks for itself. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

10. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. To the extent that a response may be required, Plaintiff's averments are denied as conclusions of law.

11. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. To the extent that a response may be required, Plaintiff's averments are denied as conclusions of law.

12. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. To the extent that a response may be required, Plaintiff's averments are denied as conclusions of law.

13. It is admitted that Exhibit "D" attached to the Complaint is the Odometer Disclosure Statement for the vehicle in question, which document speaks for itself. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial.

14. It is admitted that Exhibit "E" attached to the Complaint is the Pennsylvania Notice To Applicant Buyer Optional Products Not Required To Obtain Financing that was received by Plaintiff, which document speaks for itself. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

15. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

16. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

17. No response is required, pursuant to this Honorable Court's order of October 19, 2007.

18. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments that are directed to parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

19. It is admitted that Plaintiff has made no payments to Defendant as required under the Contract. The remainder of Plaintiff's averments are denied as conclusions of law.

20. No response is required, pursuant to this Honorable Court's order of October 19, 2007.

21. No response is required, pursuant to this Honorable Court's order of October 19, 2007.

22. To the extent that Plaintiff is consenting to the surrender of the vehicle to Defendant, Defendant wishes to recover possession of its collateral. The remainder of Plaintiff's averments are denied as conclusions of law.

23. Denied as conclusions of law.

24. Plaintiff's averments refer to a document, which document speaks for itself, and therefore no further response is required. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments, as the matters averred are within the knowledge, custody and control of parties other than this Defendant, and strict proof thereof is demanded at the time of trial. The remainder of Plaintiff's averments are denied as conclusions of law.

25. Denied as conclusions of law.

26. Denied as conclusions of law.

27. Denied as conclusions of law.

28. Denied as conclusions of law. To the extent that a response may be required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of Plaintiff's averments, as the matters averred are within the knowledge, custody and control of parties other than this Defendant, and strict proof thereof is demanded at the time of trial.

29. Denied as conclusions of law.

30. The averments contained in Paragraphs 30 through 62 are denied as conclusions of law.

WHEREFORE, Defendant demands that judgment be entered in favor of the Defendant and against the Plaintiff.

NEW MATTER

31. The averments contained in Paragraph 1 through 30, above, are incorporated herein by reference thereto as though herein set forth at length.

32. Plaintiff's Complaint fails to state a cause of action.

33. Plaintiff's Complaint is barred by the statute of limitations.

34. Plaintiff's Complaint is barred by the statute of frauds.

35. Plaintiff's Complaint is barred by the doctrine of laches.

36. Plaintiff's Complaint is barred by his failure to mitigate damages.

37. Plaintiff's Complaint is barred by the doctrine of estoppel.

WHEREFORE, Defendant demands that judgment be entered in favor of the Defendant and against the Plaintiff.

NEW MATTER PURSUANT TO PA.R.C.P. 2252(d)

38. The averments contained in Paragraph 1 through 37, above, are incorporated herein by reference thereto as though herein set forth at length.

39. To the extent that judgment is entered in favor of the Plaintiff, the entitlement to which judgment is specifically denied, Defendant, Rider Ford, Inc. is alone liable to the Plaintiff, or is liable over to this Defendant, or is jointly or severally liable with this Defendant.

WHEREFORE, Defendant demands that judgment be entered in favor of the Defendant and against the Plaintiff.

COUNTERCLAIM

COUNT I – IN REPLEVIN

CITIZENS AUTOMOBILE FINANCE, INC. V. DAVID L. NEARHOOD

40. The averments contained in Paragraph 1 through 39, above, are incorporated herein by reference thereto as though herein set forth at length.

41. Defendant is the holder of a Retail Installment Contract and Security Agreement secured by a vehicle, duly executed and delivered by Plaintiff in favor of Rider Ford, Inc., on or about December 30, 2006. A true and correct copy of the Retail Installment Contract is attached hereto, marked as Exhibit "1" and made a part hereof.

42. Pursuant to the Retail Installment Contract, Defendant took possession of the vehicle, more particularly described in the Retail Installment Contract as a 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026.

43. Rider Ford, Inc., subsequently assigned its right, title and interest in the Retail Installment Contract to this Defendant.

44. Pursuant to the Retail Installment Contract, Plaintiff was to make eighty-four (84) consecutive monthly payments of $349.88 beginning January 29, 2007.

45. Defendant maintains a first lien on the aforesaid vehicle by virtue of the Certificate of Title issued by the Commonwealth of Pennsylvania Department of Transportation, a true and correct copy of which is attached hereto, marked as Exhibit "2" and made a part hereof.

46. Plaintiff is in default of the terms and conditions of the Contract because Plaintiff has failed to make the required monthly payments.

47. Defendant is entitled to immediate possession of said vehicle to which Defendant holds a security interest and any proceeds of the vehicle, including insurance proceeds, by virtue of Plaintiff's default.

48. The total unpaid principal amount due by Plaintiff to Defendant under the Retail Installment Contract as of May 31, 2007 was $22,922.21.

49. Defendant avers that the Retail Installment Contract provides for finance charges at the rate of 8.49% per annum.

50. Defendant has performed all conditions precedent as holder of all right, title and interest in the collateral, but Plaintiff wrongfully remains in possession of the vehicle.

WHEREFORE, Defendant prays for judgment in its favor and against the Plaintiff, David L Nearhood, in Count I for possession of the vehicle, more particularly identified as a 2006 Ford Truck, S-DTY F-250, REG CAB, Serial Number 1FTNF21506EB63026.

COUNT II– IN CONTRACT FOR IN PERSONAM DAMAGES

CITIZENS AUTOMOBILE FINANCE, INC. V. DAVID L. NEARHOOD

51. The averments contained in Paragraph 1 through 50, above, are incorporated herein by reference thereto as though herein set forth at length.

52. In the alternative to Count I, Defendant pleads an action in contract as the result of Plaintiff's default under the Retail Installment Contract for the accelerated balance due under the Retail Installment Contract of $22,922.21, plus additional finance charges at the rate of 8.49% per annum from May 31, 2007.

53. Pursuant to the Retail Installment Contract, Plaintiff has agreed to pay to Defendant its reasonable attorneys' fees and costs of retaking possession of the collateral.

54. Defendant avers that such attorneys' fees amount to $1,500.00 to date.

WHEREFORE, Defendant prays for judgment in its favor and against the Plaintiff, David L. Nearhood, in Count II in the amount of $22,922.21, plus additional finance charges at the rate of 8.49% per annum from May 31, 2007, plus reimbursement of the expenses for retaking possession of the collateral, plus attorneys' fees of $1,500.00 plus costs.

Respectfully submitted,

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:_____

JAMES C. WARMBRODT, ESQUIRE
PA I.D. 47437
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building

Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

Citizens Automobile Finance Corp.

RETAIL INSTALLMENT CONTRACT

PA

Dealer Number _____ 12/30/2006

Buyer: DAVID L NEARHOOD 1223 OAK GROVE ROAD MORRISDALE PA 16858
(Print Full Name and Address of Principal Residence)

Co-Buyer: _____
(Print Full Name and Address of Principal Residence)

Creditor-Seller: RIDER FORD 1001 WALTON ST PHILIPSBURG PA 16866
(Print Full Name and Address)

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee ("Assignee").

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW	2006	FORD TRUCK S-DTY F-250	REG CAB S	1FTNF21506EB63026	

If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for ☐ personal, family or household, or ☐ business purposes

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 6500.00
8.4%	$ 7287.42	$ 22102.50	$ 29389.92	$ 35889.92

PAYMENT SCHEDULE: Your payment schedule will be 84 monthly payments of $ 349.88 each, due on the same day of each month starting on 01/29/2007

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased

LATE FEE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price of Vehicle (including any accessories, installation, services, repairs, taxes and other permitted costs): $ 28509.00 (1)
2. Downpayment:
   - A. Trade-in. Your Trade-in is a _____ (Year / Make / Model / VIN)
     Gross Allowance $ N/A less Amount Owing $ N/A equals Net Trade-in $ N/A
     (If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-in and enter excess as Prior Credit or Lease Balance in Item 4D)
   - B. Cash Downpayment $ 2000.00
   - C. Manufacturer's Rebate Applied to Downpayment $ 4500.00
   - D. Total Downpayment (A plus B plus C) $ 6500.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2D): $ 22009.00 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf:
   - A. Amounts Paid to Insurance Companies (Amounts paid to Insurance Companies as per insurance disclosures below)*:
     1. Optional Credit Life Insurance $ N/A
     2. Optional Credit Accident and Health Insurance $ N/A
   - B. Amounts Paid to Public Officials:
     1. Government License and/or Registration Fees $ 6.00
     2. Certificate of Title Fees $ 22.50
     3. Lien Recording Fees $ 5.00
     4. UCC Filing Fees $ N/A
     5. Other (Specify) $ N/A
     6. Other (Specify) PA TIRE TAX $ 5.00
   - C. Seller's Documentary Fee (not a governmental fee) $ 55.00
   - D. Other Charges (Describe who will receive payment and purpose)
     1. To N/A For Prior Credit or Lease Balance $ N/A

EXHIBIT

2. To N/A For N/A $ N/A

3. To N/A For N/A $ N/A

4. To N/A For N/A $ N/A

E. Total Other Charges and Amounts Paid to Others on Your Behalf (A plus B plus C plus D) $ 93.50 (4)

5. Amount Financed / Unpaid Balance (3 plus 4E): $ 22102.50 (5)

6. Finance Charge $ 7287.42 (6)

7. Time Balance $ 29389.92 (7)

8. Payment Schedule: One payment of $ 349.80 and 83 payments of $ 349.80 each, beginning 01/29/2007 and due on the dates shown in the PAYMENT SCHEDULE above.

*To the extent permitted by applicable law, we may be receiving a portion of these amounts.

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth In Lending Disclosures Box shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th (1/366th in a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is $1.00 or more) after you make your last payment; we will advise you of any additional amount owed (if it is $1.00 or more). There is a possibility that a supplemental payment of interest might be due if earlier payments were received after their due date.

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

N/A
(Street and Town)

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

☐ Life (☐ Buyer ☐ Co-Buyer ☐ Both) at a premium of $ N/A for a term of N/A

Credit life insurance will pay your debt on this Contract up to $ N/A.

☐ Disability, Accident and Health (Buyer Only) at a premium of $ N/A for a term of N/A

Credit disability, accident and health insurance will pay your debt on this Contract up to $ N/A

The name of the insurer is N/A (Name) of (Home Office Address)

Buyer Signature Date Co-Buyer Signature Date

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

DUE TO THE PASSAGE OF THE "USA PATRIOT ACT" WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING

VERIFICATION OF CUSTOMER IDENTITY - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. In all cases, the protection of our customer's identity and confidentiality is our pledge to you

The Annual Percentage Rate may be negotiable with the Creditor-Seller. The Creditor-Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER.
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer Signs X David L. Hearhood 12/30/2006 Co-Buyer Signs

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND A COPY OF THE CITIZENS FINANCIAL GROUP, INC. PRIVACY NOTICE AT THE TIME YOU SIGN THE CONTRACT.

➡ X David L. Hearhood 12-29-06 ➡

Buyer's Signature Date (Co) Buyer's Signature Date

Creditor-Seller Signs _____ Date

By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

ORIGINAL

CC216399 (10/04)

You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or

OTHER IMPORTANT AGREEMENTS:

OWNERSHIP AND RISK OF LOSS: You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or missing. You agree not to sell, transfer, or remove the vehicle from the United States for more than 30 days without our written permission. You agree to maintain the vehicle in good condition and repair, except wear and tear caused by ordinary use. We may inspect the vehicle at any reasonable time. You will not expose the vehicle to misuse or confiscation or permit anyone to use the vehicle for any unlawful purpose. You will keep the vehicle free of any claims and seizures by any government authority. You will not rent the vehicle to others or carry passengers for hire. If we pay any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you will repay the amount when we ask for it. You will immediately notify us of any change in the address of your principal residence or the address where the vehicle is regularly located.

SECURITY INTEREST: You are giving us a security interest in: the vehicle being purchased; all proceeds of the vehicle; all accessions; and any attachments, accessories, or equipment affixed to the vehicle within ten days of this Contract. The security interest also covers: (1) insurance premiums returned to us; (2) proceeds of insurance policies on the vehicle, and (3) proceeds of any insurance policies on your life or health financed in this Contract. This security interest secures payment of all amounts you owe in this Contract and in any transfer, renewal, extension, modification, refinancing, or assignment of this Contract. It also secures your other agreements in this Contract. For purposes of this Contract, we agree to forego any security interest you may have given under another agreement which secures your obligation under this Contract. You will cause or cooperate in causing our security interest (lien) on the vehicle to be shown on the title. You will not allow any subordinate or other liens to be placed on the vehicle.

REQUIRED PHYSICAL DAMAGE INSURANCE: You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this Contract. You may obtain this insurance from any insurer you choose that is acceptable to us. You will make us loss payee and provide evidence of insurance. At any time during the term of this Contract, if you do not have physical damage insurance which covers both your and our interests in the vehicle, then we may buy it for you. If we do not buy physical damage insurance which covers both interests in the vehicle, we may, if we decide, buy insurance which covers only our interest, as permitted by applicable law.

We are under no obligation to buy any insurance, but may do so if we desire. If we buy either of these coverages, we will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a Finance Charge at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that we can use any insurance settlement either to repair the vehicle or to apply to your debt.

INSURANCE CHARGES RETURNED TO US: If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance covering only our interest in the vehicle. Any refund on optional insurance we obtain will be credited to your account or returned to you. Any insurance charges returned to us and credited to your account will be applied to as many of your installments as they will cover, beginning with the final installment.

SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT: You have the right to prepay this Contract in whole or in part at any time and you will not be charged a penalty for any such prepayment. If you are default, you may have the right to reinstate this Contract or if your property has been repossessed you may have the right under the law to receive back your property and to reinstate this Contract.

DEFAULT: You are in default if: (1) you fail to make a regularly scheduled installment payment when due; (2) any event occurs which substantially impairs the value of the vehicle; or (3) you breach any of your agreements or obligations under this Contract or if you die.

REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE: If you are in default, we can, upon written notice to you and subject to any right you may have to cure the default, demand that you pay all you owe on this Contract at once. If you fail to pay, you will be liable for interest at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law.

REPOSSESSION OF THE VEHICLE: Repossession means our taking the vehicle from you. If you are in default, we can repossess the vehicle upon written notice to you as required by law and subject to your rights to cure the default. To take the vehicle we can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal property in the vehicle, we will hold such property for the period required by law. If you fail to claim such personal property within such period, this property will be disposed of in the same manner as the vehicle. Any proceeds of such property will be applied to pay any amounts you still owe to us. Any accessories, equipment or replacement parts will remain with the vehicle.

GETTING THE VEHICLE BACK AFTER REPOSSESSION: If the vehicle has been repossessed, we may, but are not required to, allow you to reinstate this Contract and return the vehicle to you provided that you pay all past due installments, accrued late charges and agree with us on mutually satisfactory arrangements, and, if default at the time of repossession exceeded 15 days, also pay us expenses of retaking, repairing and storage authorized by law. If we do not allow you to reinstate this Contract, you may redeem the vehicle and end the Contract by payment of either of the following amounts, as applicable; (i) when default at the time of repossession was less than 15 days, the unpaid time balance plus any accrued default charges authorized by law plus any other amounts lawfully due under this Contract, excluding costs of retaking, repairing and storage; or (ii) when default at the time of repossession exceeded 15 days, the unpaid time balance, plus any accrued default charges authorized by law, plus costs of retaking, repairing, repossession and storing authorized by law, plus any other amount lawfully due under the Contract. Your right to redeem will end when the vehicle is sold.

SALE OF THE REPOSSESSED VEHICLE: We will send you a written notice of sale within the time period required by law before selling the vehicle. If you do not redeem the vehicle by the date on the notice, we can sell it at a public or private sale. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of sale will be figured this way: Any charges permitted by law for retaking, storing and repairing the vehicle, and any other charges permitted by law will be subtracted from the selling price. If you owe us more than the net proceeds of sale, you will pay us the deficiency. In any action we bring for a deficiency, you are entitled to have the reasonable value of the vehicle at the time of resale determined by the court, and if the value determined by the court is higher than the resale price, the higher value will be credited to the amounts you owe us. If you owe us less than the net proceeds of sale, we owe you the difference, unless someone else has an interest in the vehicle. For example, we may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, to the extent allowed by law you will pay us the difference between the net proceeds of sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to this Contract, until you do pay all you owe to us.

COLLECTION COSTS: If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorneys' reasonable fees and any court costs to the extent permitted by law.

LATE CHARGE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment. The late charge may be computed on the basis of a full calendar month for any fractional month period in excess of 10 days.

RETURNED CHECK FEE: To the extent permitted by law, you agree to pay those costs we actually incur and do not retain in connection with a check you give us that is returned for non-sufficient funds.

DELAY IN ENFORCING RIGHTS AND CHANGES OF THIS CONTRACT: We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, we can extend the time for making some payments without extending others. Any change in terms of this Contract must be in writing and signed by us. No oral changes are binding. If any provision of this Contract conflicts with applicable law, it will be considered modified to comply with that law and the remaining provisions shall continue.

WARRANTIES SELLER DISCLAIMS: You understand that the Seller is not offering any express warranties unless the Seller extends a written warranty. This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

RIGHT TO OFFSET: To the extent permitted by operation of law, if you are in default, we can subject to your right to cure the default, pay all or part of the amounts owed under this Contract from any deposits or funds that you have with us without telling you ahead of time.

CREDIT INFORMATION: You agree that we or our affiliate providing servicing or to whom this contract may be assigned may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application, and any update, renewal, refinancing, modification or extension of this Contract. If you ask, you will be told the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify employment, pay, assets and debts. Anyone receiving a copy of this is authorized to provide us with such information. You agree that, to the extent permitted by law and as disclosed in our privacy notice, we, our assignee, any of our affiliates, and others may exchange credit, account and financial information about you.

NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

GOVERNING LAW: This Contract is governed by the law of Pennsylvania, and is the entire agreement between you and us.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of Buyer and Co-Buyer under the above Retail Installment Contract ("the Contract"), accept all provisions of the Contract and agree

has been made or undertaken and whether or not suit has been brought against Buyer or Co-Buyer or any guarantor of the Contract. Undersigned shall be primarily and jointly and severally liable with Buyer and Co-Buyer for full performance of Buyer's and Co-Buyer's obligations under the Contract.

SIGNATURES (Sign Full Name in Ink): Date:

(S) (Seal)

Witness Guarantor Address

(Seal)

Witness Guarantor Address

SELLER'S ASSIGNMENT

Seller sells and assigns to the Assignee named below all of its right, title and interest in this Retail Installment Contract ("Contract"). Seller represents, warrants and covenants to Assignee that: (a) (i) no statements made or furnished to Assignee by Buyer or any Co-Buyer (collectively "Buyer"), Seller or any other person are untrue or incomplete; (ii) Buyer has not financed the down payment of the Vehicle described in the Contract ("the Vehicle"); (iii) Buyer is a bona fide applicant having legal capacity to enter into the Contract; (iv) the signature of the Buyer on all documents is genuine; and (v) the amount stated in the Contract to be due will in fact be due and payable at the time or times provided therein free of any claims, defenses, setoffs or counterclaims; (b) Seller has verified Buyer's identification; (c) The down payment for the Vehicle is paid in full with negotiable funds; (d) Seller has sold the Vehicle and the proceeds of the Contract are to be used to pay for such Vehicle and related items; (e) Seller had indefeasible title to the Vehicle immediately prior to the purchase by Buyer, and the right and authority to sell the Vehicle to Buyer, free and clear of all liens and encumbrances; (f) Seller warrants that the Vehicle is not a grey market or altered vehicle and is not salvaged, rebuilt or reconstructed from a total loss or otherwise materially impaired and the title to the Vehicle does not reflect such and the odometer statement executed by the Seller in connection with the Vehicle does not indicate true mileage unknown; (g) Seller has the authority to assign the Contract to Assignee free and clear of all liens and encumbrances; (h) Seller will secure and perfect for Assignee a security interest in the Vehicle free and clear of all liens or encumbrances, and deliver to Assignee evidence satisfactory to Assignee of such security interest within six months of the date of the Contract; (i) The description of the Vehicle is true and complete in the Contract and the Vehicle will be or has been duly delivered to and accepted without revocation by Buyer; (j) insurance or other coverage provided or arranged by Seller does not violate any applicable law or regulation and insurance documentation and rebates of unearned premiums, if any, will be delivered to Buyer within the time required by law; (k) The Vehicle is insured by a company acceptable to Assignee against fire, theft and collision, Assignee is loss payee and written evidence of such insurance has been or will promptly be provided to Assignee; (l) All optional credit insurance sold by Seller to Buyer is for the full term of the Contract and is limited to coverage of Buyer; (m) Seller has provided Buyer with a completed Contract and any other document as required by applicable law, and the information filled in thereon by Seller is accurate; (n) Seller is licensed to the extent required by law; (o) Seller has complied with all applicable transaction reporting requirements including, without limitation, the requirement under Section 6050I of the Internal Revenue Code as may be amended from time to time to report cash receipts of more than $10,000, and its implementing regulations; (p) Seller has complied with Assignee's procedures regarding the Fair Credit Reporting Act (FCRA) and Equal Credit Opportunity Act (ECOA) including, but not limited to, the following: (i) Seller has only submitted to Assignee credit information on Buyer after Buyer's signatures were first obtained on a credit application acceptable to Assignee ("Application"); (ii) Seller has not submitted any credit information on any individual whose signature does not appear on the application; (iii) Seller has advised Buyer that his/her Application has been submitted to Assignee at Assignee's current address; and (iv) Seller has advised Buyer that credit was approved by Assignee; (q) Seller has complied with all requirements of the FCRA and ECOA and all other federal, state and local laws, rules and regulations applicable to the extension of credit and consumer protection or otherwise applicable to the sale of the Vehicle including, without limitation, the requirements to provide Buyer with a foreign translation of the Contract; (r) Seller will promptly forward to the proper authorities all federal, state and local fees and taxes due in connection with the sale of the Vehicle; (s) Seller does not charge Buyer for filing fees or other costs paid by Seller to public officials to perfect Assignee's security interest in the Vehicle, except where allowed by law, nor does Seller make any type of charge, including documentary or processing charges, which Seller does not make in any other cash transaction; (t) Assignee shall have the right, but not the obligation, to inspect Seller's books, financial documents and other business records relating to this assignment or this Contract at Seller's place of business during Seller's normal business hours; and (u) upon request by Assignee, Seller shall promptly submit to Assignee signed financial statements of Seller's business, to include balance sheets, cash flow statements, profit and loss statements and such other information required by Assignee.

Each of these warranties, representations and covenants is material to Assignee's acceptance of this Contract. If any of them is breached or is erroneous, Seller unconditionally promises to accept reassignment of this Contract, without recourse against Assignee, and to pay Assignee, upon demand (1) the unpaid balance of the Contract as determined by Assignee, (2) all losses and expenses incurred by Assignee as a result of such breach or untruth, and (3) out-of-pocket expenses paid or incurred by Assignee in connection with the collection of any amount due under the Contract, including attorneys' fees and costs of litigation, whether by or against Assignee, and expenses with respect to repossessing, storing, repairing and selling the Vehicle. In addition, Seller agrees to indemnify Assignee in the manner and to the extent specified in the preceding sentence if the Assignee suffers a loss or expense in any judicial or administrative proceeding because of any claim or defense asserted against Assignee as a result of any act or omission on the part of Seller. If this Contract is rescinded by court order, Seller shall pay Assignee the amount specified above.

Seller shall be liable even if a waiver, compromise, settlement or variation of the terms of the Contract releases the Buyer.

The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. Seller waives notice of acceptance of this guarantee and assignment and notices of non-payment and non-performance.

This assignment is without recourse against Seller except as provided above and/or in another agreement, if any, between Seller and Assignee relating to the financing of retail installment contracts.

Assigned to: Citizens Automobile Finance Corp. ("Assignee")

CC-10350 (10-04)

Dealer Number

12/30/2006

Citizens Automobile Finance Corp. RETAIL INSTALLMENT CONTRACT PA

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

666

071154999003429-001

1FTNF21506EB63026	2006	FORD	6431426440I NE		
TK	0		3/02/07	000015	0
3/02/07	3/02/07	5,737	9,000		

DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE PA 16858

CITIZENS AUTOMOBILE
FINANCE CORP

CITIZENS AUTOMOBILE
FINANCE CORP
P.O. BOX 255587
SACRAMENTO CA 95865

ALLEN D BIEHLER

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SEAL

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATERMARK

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

24500400

EXHIBIT 2

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is MICHAEL HECHT (Name), LEGAL SPECIALIST (Title) of CITIZENS AUTOMOBILE FINANCE INC (Company), plaintiff herein, that he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing ANSWER, NEW MATTER, NEW MATTER PURSUANT TO PA.R.C.P. 2252(d) AND COUNTERCLAIM are true and correct to the best of his/her knowledge, information and belief.

Michael Hecht
(Signature)

WWR# 6101364

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the within Plaintiff's Reply to Counterclaim and New Matter was served on the 20th day of December 2007 by first class, U.S. Mail, postage-prepaid, addressed as follows:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Susan E. Bardo, Esquire
Stover, McGlaughlin, Gerace, Weyandt & McCormick, P.C.
122 East High Street
Bellefonte, PA 16823

James C. Warmbrodt

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of Defendant's Motion for Reconsideration by First Class Mail, Postage Pre-Paid, on the 23 day of April, 2010, upon the following:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

James C. Warmbrodt, Esquire

CA

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

ORDER OF COURT

AND NOW, this 30th day of APRIL, 2010, it is ORDERED that the Defendant's Motion for Reconsideration filed herein be and hereby is granted, and it is further ORDERED that the Court's Order of April 20, 2010 be and hereby is vacated, and it is further ORDERED that Defendant's claims against the Plaintiff shall be tried before a panel of arbitrators on the 30th day of JULY, 2010. at 9:00 AM in Hearing Room #3.

By the Court,

Judge J. Cammerman J.

FILED 2cc Atty Warmbrodt
02:13 PM
MAY 03 2010
William A. Shaw
Prothonotary/Clerk of Courts
(60)

FILED

MAY 03 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/3/10

X 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:

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

DAVID L. NEARHOOD

Plaintiff

vs.

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORP.,

Defendants

No. 2007-908-CD

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

FILED ON BEHALF OF
Defendant

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06101364

FILED NO CC
MAY 10 2011
William A. Shaw
Prothonotary/Clerk of Courts

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

CACV OF COLORADO, LLC

Plaintiff

vs.

No. 2007-908-CD

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORP.,

Defendants

AFFIDAVIT OF SERVICE OF ORDER OF COURT

BEFORE ME, the undersigned authority, personally appeared James C. Warmbrodt, Esquire, who according to law deposes and says that a copy of the Order of Court has been served on the Plaintiff, David L. Nearhood.

1. On or about May 05, 2010, Defendant received a signed Order of Court, dated from April 30, 2010, granting Defendant, Citizens Auto Finance Corp., the Motion for Reconsideration and vacating the Order of Court of April 20, 2010. Arbitration hearing scheduled for July 20, 2010 at 9:00 a.m. Said Order of Court is attached as Exhibit "1".

2. On or about May 06, 2010, Defendant mailed the Order of Court to 1223 Oak Grove Road, Morrisdale, PA. 16858.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06101364

Sworn to and subscribed
before me this 6th
day of May, 2010.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wayne A. Jones, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires June 29, 2010
Member, Pennsylvania Association of Notaries

CA

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

ORDER OF COURT

AND NOW, this 30th day of APRIL, 2010, it is ORDERED that the Defendant's Motion for Reconsideration filed herein be and hereby is granted, and it is further ORDERED that the Court's Order of April 20, 2010 be and hereby is vacated, and it is further ORDERED that Defendant's claims against the Plaintiff shall be tried before a panel of arbitrators on the 30th day of JULY, 2010. at 9:00 AM in Hearing Room #3.

By the Court,

Judson J. Cunningham J.

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

MAY 03 2010

EXHIBIT "1"

Attest. William L. Shaw
Prothonotary/
Clerk of Courts

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

DAVID L. NEARHOOD	:	
	:	
vs.	:	No. 2007-0908-CD
	:	
RIDER FORD, INC. and	:	
CITIZENS AUTO FINANCE CORP	:	

FILED
01 9:45 AM
JUN 11 2010
3 cert to Atty
William A. Shaw
Prothonotary/Clerk of Courts

ORDER

NOW, this 11th day of June, 2010, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Tuesday, July 20, 2010 at 9:00 A.M.** in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

Anthony S. Guido, Esquire, Chairman

Richard H. Milgrub, Esquire

Peter F. Smith, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form in enclosed as well as a copy of said Local Rule of Court.

BY THE COURT:

Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge

FILED

JUN 11 2010

William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORP.

Defendant.

No. 2007-00908-CD

DEFENDANT'S SECOND SUPPLEMENTAL NOTICE PURSUANT TO PA.R.C.P. 1305(b)

FILED ON BEHALF OF
Defendant, Citizens Auto Finance Corp.

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
P.A. ID #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, Pa 15219
(412) 434-7955

WWR#6101364

FILED No CC,
m/ 11:15 cm
JUN 28 2010
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID L. NEARHOOD

Plaintiff, No. 2007-00908-CD

vs.

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORPORATION

Defendants.

DEFENDANT'S SECOND SUPPLEMENTAL NOTICE PURSUANT TO PA.R.C.P. 1305(b)

AND NOW, comes the Defendant, Citizens Auto Finance Corporation, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and hereby gives notice pursuant to Pa.R.C.P. 1305(b) of its intention to offer into evidence at the arbitration hearing the following documents, the copies of which are attached hereto:

1. A true and correct copy of letter mailed to Plaintiff regarding notice of deficiency balance dated May 24, 2010.

Respectfully Submitted:

James C. Warmbrodt, Esquire

WWR #6101364

May 24, 2010

DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE, PA 16858

Dear Customer:
You are hereby advised that because of your default under the terms of our retail installment contract for our loan account number 2719281970 our motor vehicle 2006 FORD F250
VIN 1FTNF21506EB63026 was lawfully repossessed and sold at a private auction on April 29, 2010.
The net proceeds of sale were figured this way: To the extent permitted by law, charges for taking, storing, cleaning, selling the vehicle and other charges permitted by law were subtracted from the selling price. The remaining proceeds were then applied to the outstanding loan balance. Please see detail below.

Principal Balance on Contract prior to repossession:	31,552.94
Interest:	5,572.95
Late Charges:	0.00
Current Balance Due:	37,125.89
Repossession Fees:	350.00
Legal Fees:	0.00
Other Charges: Auction Fee & Other Expenses:	558.50
Total Expenses:	908.50
Total Net Due Prior To Credits:	38,034.39
Sale Proceeds:	17,700.00
Other Credits:	0.00
Total Credits:	17,700.00
Remaining Deficiency Due:	20,334.39

According to applicable State law and you Contract, if the sale proceeds are not sufficient to pay off your obligations to us under the Contract, where permitted and as long as a petition in bankruptcy has not been filed, you shall be liable for any deficiency.

If applicable, please contact us at 800-720-2443 immediately to make arrangements for prompt payment. If suitable arrangements are not made within the (5) business days, legal proceedings, as permitted by law may be instituted against you.

Sincerely,

Asset Recovery Department
480 Jefferson Boulevard, RJE-110
Warwick, R.I. 02886

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

PLEASE NOTE THAT THIS LETTER IS DESIGNED TO COLLECT A DEBT AND ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. HOWEVER: IF YOU ARE CURENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD THEN NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the within Defendant, Citizens Auto Finance Corporation's Second Supplemental Notice Pursuant to Pa.R.C.P. 1305(b) was served on the 23 day of June 2010 by first class, U.S. Mail, postage-prepaid, addressed as follows:

David Nearhood, pro se
1223 Oak Grove Road
Morrisdale, PA 16858

James C. Warmbrodt, Esq.

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC., and
CITIZENS AUTO FINANCE CORP.

Defendant.

No. 2007-00908-CD

DEFENDANT'S THIRD SUPPLEMENTAL NOTICE PURSUANT TO PA.R.C.P. 1305(b)

FILED ON BEHALF OF
Defendant, Citizens Auto Finance Corp.

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
P.A. ID #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, Pa 15219
(412) 434-7955

WWR#6101364

FILED NOCC
m/ 11:16am
JUN 28 2010
William A. Shaw
Prothonotary/Clerk of Courts

VEHICLE CONDITION REPORT

AUCTION

Name: ADESA New Jersey
Address: 200 North Main Street

City: Manville
State: NJ Zip: 08835
Phone: 9087252200
Fax: 9087259270

ACCOUNT

Client: Citizens Financial Group, Inc
Acct#: 00002719281970
Name: DAVID L NEARHOOD
Address: 178 BEASTONS ROAD

City: TYRONE
State: PA Zip: 166860000

RSA#: N84033

Sale Date: 04/29/2010
Date Received: 04/07/2010
Transport Arrived: 04/05/2010
Inspection Date: 04/07/2010

VEHICLE INFORMATION

VIN: 1FTNF21506EB63026
Year: 2006
Make: FORD
Model: F250SD XL
Body: REG CAB 4WD
Color: White

VEHICLE OPTIONS

Power Locks Spare Tire Wheels - Alloy Wheels - Alloy Wheels - Alloy Wheels - Alloy Mirrors - Power Power Steering Power Windows Air Conditioning Tilt Wheel Master Key Cloth Compact Disc Player Airbag Front Left Cruise Control Automatic Transmissi Airbag Front Right Gas Engine ABS 4x4 8 Cylinder Gas

Hail	NO
Frame	NO
Flood	NO
Inop	NO
Airbags	NO
Mal Mech	NO
Other	NO

Mileage: 1,471 Odometer: 5 Digit / 6 Digit X TMU: NO TMU Reason:

Comments

2006 FORD F250SD REG CAB 4WD XL

Chargable Damage Total:	$ 194.00
Non-Chargable Damage Total:	$ 0.00
Damage Total:	$ 194.00

DAMAGE DESCRIPTION

DAMAGE PART	DAMAGE DESCRIPTION	PART / AREA	AMOUNT	CHARGABLE	REPLACE	REPAIR	REFINISH
QTR Panel	Scratched	Left	$50.00	YES			
Mirror	Broken	Right	$144.00	YES	YES		

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

David L. Nearhood
vs.
Rider Ford, Inc. and Citizens Automobile Finance Corp.

No. 2007-00908-CD

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 20th day of July, 2010, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Anthony S. Guido, Esq. — Chairman

Richard H. Milgrub, Esq.
Peter F. Smith, Esq.

Sworn to and subscribed before me this
July 20, 2010

Prothonotary

FILED
JUL 20 2010
William A. Shaw
Prothonotary/Clerk of Courts

7/20/10 - Notice mailed to: Atty Stoves, Atty Wasmbrodt

Piff - 1333 Oak Grove Rd. Morrisdale, PA 16858

AWARD OF ARBITRATORS

Now, this 20th day of July, 2010, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

Judgment in favor of defendant Citizens Auto Finance Corp and against plaintiff, David L Nearhood in the sum of $20,334.39

Chairman

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 20th day of July, 2010, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary
By _____

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the within Defendant, Citizens Auto Finance Corporation's Third Supplemental Notice Pursuant to Pa.R.C.P. 1305(b) was served on the 25 day of June 2010 by first class, U.S. Mail, postage-prepaid, addressed as follows:

David Nearhood, pro se
1223 Oak Grove Road
Morrisdale, PA 16858

James C. Warmbrodt, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

David L. Nearhood
vs.
Rider Ford, Inc. and Citizens Automobile Finance Corp.

No. 2007-00908-CD

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 20th day of July, 2010, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Anthony S. Guido, Esq. — Chairman

Richard H. Milgrub, Esq.

Peter F. Smith, Esq.

Sworn to and subscribed before me this
July 20, 2010

Prothonotary

FILED
JUL 20 2010
William A. Shaw
Prothonotary/Clerk of Courts

7/20/10 - Notice mailed to: Atty Stoves, Atty Wasmbrodt, Plff - 1223 Oak Grove Rd. Morrisdale, PA 16858

AWARD OF ARBITRATORS

Now, this 20th day of July, 2010, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

Judgment in favor of defendant Citizens Auto Finance Corp and against plaintiff, David L Nearhood in the sum of $20,334.39

Chairman

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 20th day of July, 2010, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary
By _____

COPY

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

David L. Nearhood :

Vs. : No. 2007-00908-CD
:

Rider Ford, Inc. and
Citizens Automobile Finance Corp.

NOTICE OF AWARD

TO: David Nearhood

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on July 20, 2010 and have awarded:

Judgment in favor of defendant Citizens Auto Finance Corp. and against Plaintiff, David L. Nearhood in the sum of $20,334.39.

William A. Shaw, Prothonotary

July 20, 2010
Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on July 20, 2010, at 11:04 a.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: $600.00.

COPY

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

David L. Nearhood :

Vs. : No. 2007-00908-CD
:

Rider Ford, Inc. and
Citizens Automobile Finance Corp.

NOTICE OF AWARD

TO: Jeffrey W. Stover, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on July 20, 2010 and have awarded:

Judgment in favor of defendant Citizens Auto Finance Corp. and against Plaintiff, David L. Nearhood in the sum of $20,334.39.

William A. Shaw, Prothonotary

July 20, 2010
Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on July 20, 2010, at 11:04 a.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: $600.00.

COPY

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

David L. Nearhood :

Vs. : No. 2007-00908-CD
:

Rider Ford, Inc. and
Citizens Automobile Finance Corp.

NOTICE OF AWARD

TO: James C. Warmbrodt, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on July 20, 2010 and have awarded:

Judgment in favor of defendant Citizens Auto Finance Corp. and against Plaintiff, David L. Nearhood in the sum of $20,334.39.

William A. Shaw, Prothonotary

July 20, 2010
Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on July 20, 2010, at 11:04 a.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: $600.00.

FILED
AUG 05 2010
m/10:20/cc
William A. Shaw
Prothonotary/Clerk of Courts
No c/c

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD,

Plaintiff,

V.

RIDER FORD, INC., and
CITIZENS AUTOMOBILE FINANCE CORP.

Defendants.

CIVIL ACTION - LAW

CASE NO: 2007 CD 00908

SUGGESTION OF BANKRUPTCY

Filed on Behalf of :
PLAINTIFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID L. NEARHOOD,
Plaintiff,

CIVIL ACTION - LAW

CASE NO: 2007 CD 00908

V.

RIDER FORD, INC., and
CITIZENS AUTOMOBILE FINANCE CORP.
Defendants.

CERTIFICATE OF SERVICE

I, Joseph H. Ellermeyer, Esquire, do hereby certify that a true and correct copy of the within Suggestion of Bankruptcy was served via first class mail, postage prepaid, addressed as follows:

James C. Warmbrodt, Esquire
Weltman, Weinberg & Reis Co., LPA
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Jeffrey W. Stover, Esquire
Stover, McGlaughlin, Gerace, Weyandt & McCormick, PC
122 E High Street
Bellefonte, PA 16823-3002

Dated: August 3, 2010

Joseph H. Ellermeyer
Attorney at Law

Arbitration scheduled for 7-20-10 @ 9:00 AM

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

No. 2007-908-CD

TYPE OF PLEADING:

DEFENDANT'S PRE-TRIAL STATEMENT

FILED ON BEHALF OF:
Defendant, Citizens Auto Finance Corp.

COUNSEL OF RECORD OF THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

RECEIVED
JUL 14 2010
Court Administrator's Office

RECEIVED JUL 14 2010

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

No. 2007-908-CD

TYPE OF PLEADING:

DEFENDANT'S PRE-TRIAL STATEMENT

FILED ON BEHALF OF:
Defendant, Citizens Auto Finance Corp.

COUNSEL OF RECORD OF THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

DEFENDANT'S PRE-TRIAL STATEMENT

AND NOW, comes the Defendant, Citizens Auto Finance Corp., by and through its counsel, James C. Warmbrodt, Esquire, and Weltman, Weinberg & Reis Co., L.P.A., and files the following Pre-Trial Statement:

I. NARRATIVE STATEMENT OF THE CASE

Plaintiff initiated the within action on June 8, 2007 by the filing of a Complaint against the above-named Defendants (hereinafter "Rider" and "Citizens", respectively). Citizens filed an Answer in the within action containing a two-count Counterclaim, the first count seeking to recover from the Plaintiff its collateral, a 2006 Ford Truck, the second seeking to recover from Plaintiff the unpaid balance due under the contract for the purchase and financing of that vehicle.

Pursuant to the Court's Order of May 14, 2009, Citizens' Motion for Summary Judgment was granted in part and denied in part. The order of May 14, 2009 dismissed all of the Plaintiff's claims against Citizens. The court denied Citizens' motion for summary judgment as to its counterclaims.

By its order of July 20, 2009, the Court granted Citizens' motion to bifurcate the remaining actions in this matter, and referred Citizens' counterclaims for trial before a panel of arbitrators.

By its order of July 20, 2009, the Court granted Citizens' motion for the issuance of a writ of seizure directing the sheriff to take possession of the 2006 Ford truck.

By its order of February 18, 2010, the Court granted Citizens' petition pursuant to Pa. R.C.P. 1081, and directed the Plaintiff to deliver the 2006 Ford truck to the sheriff within 7 days from the date of the order.

The only matter to be tried before the panel of arbitrators is the amount remaining due under the Contract (Count II of the counterclaim).

II. STATEMENT OF THE FACTS

1. Citizens is the holder of a Retail Installment Contract and Security Agreement dated December 30, 2006.
2. Pursuant to the Retail Installment Contract, Nearhood took possession of the 2006 Ford Truck.
3. Citizens maintained a first lien on the vehicle.

4. Pursuant to the Contract, Nearhood was to make eighty-four (84) consecutive monthly payments of $349.88 beginning January 29, 2007.

5. Nearhood has admitted in his pleadings that he maintained possession of the vehicle from December 30, 2006 until his surrender of the vehicle on or about February 26, 2010 without ever having made a single payment to Citizens pursuant to the Contract.

6. The balance owed by Nearhood pursuant to the contract as of March 10, 2010 was $36,737.43.

7. The truck was sold at auction on April 29, 2010 for $17,700.00.

8. After subtracting the net proceeds from the sale of its collateral, the amount due Citizens by Nearhood as of May 24, 2010 was $20,334.39.

III. WITNESSES

1. David Nearhood

2. Any witnesses listed in Plaintiff's pre-trial statement.

IV. DAMAGES

Citizens seeks damages in the amount of $20,334.39, plus costs.

In support of its claim for damages, Citizens has attached the following documents:

1. Retail Installment Contract, dated December 30, 2006;

2. Notice of Repossession, dated March 11, 2010;

3. Explanation of calculation of deficiency balance, dated May 24, 2010.

Respectfully Submitted:

WELTMAN, WEINBERG & REIS CO , L.P.A.

By:_____
James C. Warmbrodt, Esquire
PA I.D.# 42524
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

Citizens Automobile Finance Corp. **RETAIL INSTALLMENT CONTRACT** **PA**

Dealer Number: _____ 12/30/2006

Buyer: DAVID L NEARHOOD 1223 OAK GROVE ROAD MORRISDALE PA 16858
(Print Full Name and Address of Principal Residence)

Co-Buyer: _____
(Print Full Name and Address of Principal Residence)

Creditor-Seller: RIDEN FORD 1001 WALTON ST. PHILIPSBURG PA 16866
(Print Full Name and Address)

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee ("Assignee").

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW	2006	FORD TRUCK S-DTY F-250	REG CAB	1FTNF21506EB63026	

If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for ☒ personal, family or household, or ☐ business purposes.

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 6500.00
8.49%	$ 7287.42	$ 22102.50	$ 29389.92	$ 35889.92

PAYMENT SCHEDULE: Your payment schedule will be 84 monthly payments of $ 349.88 each, due on the same day of each month starting on 01/29/2007

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased.

LATE FEE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price of Vehicle (including any accessories, installation, services, repairs, taxes and other permitted costs): $ 29509.00 (1)
2. Downpayment:
   A. Trade-in. Your Trade-in is a _____ (Year) _____ (Make) _____ (Model) _____ (VIN)
   Gross Allowance $ N/A Less Amount Owing $ N/A Equals Net Trade-in $ N/A
   (If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-in and enter excess as Prior Credit or Lease Balance in Item 4D)
   B. Cash Downpayment $ 2000.00
   C. Manufacturer's Rebate Applied to Downpayment $ 4500.00
   D. Total Downpayment (A plus B plus C) $ 6500.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2D): $ 22009.00 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf:
   A. Amounts Paid to Insurance Companies (Amounts paid to Insurance Companies as per insurance disclosures below)*:
      1. Optional Credit Life Insurance $ N/A
      2. Optional Credit Accident and Health Insurance $ N/A
   B. Amounts Paid to Public Officials:
      1. Government License and/or Registration Fees $ 6.00
      2. Certificate of Title Fees $ 22.50
      3. Lien Recording Fees $ 5.00
      4. UCC Filing Fees $ N/A
      5. Other (Specify) $ N/A
      6. Other (Specify) PA TIRE TAX $ 5.00
   C. Seller's Documentary Fee (not a governmental fee) $ 55.00
   D. Other Charges (Describe who will receive payment and purpose)
      1. To N/A For Prior Credit or Lease Balance $ N/A
      2. To N/A For N/A $
      3. To N/A

EXHIBIT 1

2. Certificate of Title Fees	$	22.50
3. Lien Recording Fees	$	5.00
4. UCC Filing Fees	$	N/A
5. Other (Specify)	$	N/A
6. Other (Specify) PA TIRE TAX	$	5.00
C. Seller's Documentary Fee (not a governmental fee)	$	55.00
D. Other Charges (Describe who will receive payment and purpose)		
1. To N/A For Prior Credit or Lease Balance	$	N/A
2. To N/A For N/A	$	N/A
5. Amount Financed / Unpaid Balance (3 plus 4E)	$	93.50 (4)
6. Finance Charge	$	22102.50 (5)
7. Time Balance	$	1287.42 (6)
	$	29389.92 (7)

8. Payment Schedule: One payment of $ 349.85 and 83 payments of $ 349.99 each, beginning 01/25/2007 and due on the dates shown in the PAYMENT SCHEDULE above.

*To the extent permitted by applicable law, we may be receiving a portion of these amounts.

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth In Lending Disclosures Box shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th (1/366th in a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is $1.00 or more) after you make your last payment; we will advise you of any additional amount owed (if it is $1.00 or more). There is a possibility that a supplemental payment of interest might be due if earlier payments were received after their due date.

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

N/A
(Street and Town)

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

( ) Life ( ) Buyer ( ) Co-Buyer ( ) Both) at a premium of $ N/A for a term of N/A

Credit life insurance will pay your debt on this Contract up to $ N/A

( ) Disability, Accident and Health (Buyer Only) at a premium of $ N/A for a term of N/A

Credit disability, accident and health insurance will pay your debt on this Contract up to $ N/A

The name of the insurer is N/A (Name) of (Home Office Address)

Buyer Signature Date Co-Buyer Signature Date

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

DUE TO THE PASSAGE OF THE "USA PATRIOT ACT" WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING

VERIFICATION OF CUSTOMER IDENTITY - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. In all cases, the protection of our customer's identity and confidentiality is our pledge to you.

The Annual Percentage Rate may be negotiable with the Creditor-Seller. The Creditor-Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER.
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer Signs [signature] 1/30/2006 Co-Buyer Signs

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND A COPY OF THE CITIZENS FINANCIAL GROUP, INC. PRIVACY NOTICE AT THE TIME YOU SIGN THE CONTRACT.

[signature] 1-30-06

Creditor-Seller Signs Buyer's Signature Date

Date

(Co-Buyer's Signature Date

By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

OTHER IMPORTANT AGREEMENTS:

OWNERSHIP AND RISK OF LOSS: You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or missing. You agree not to sell, transfer, or remove the vehicle from the United States for more than 30 days without our written permission. You agree to maintain the vehicle in good condition and repair, except wear and tear caused by ordinary use. We may inspect the vehicle at any reasonable time. You will not expose the vehicle to misuse or confiscation or permit anyone to use the vehicle for any unlawful purpose. You will keep the vehicle free of any claims and seizures by any government authority. You will not rent the vehicle to others or carry passengers for hire. If we pay any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you will repay the amount when we ask for it. You will immediately notify us of any change in the address of your principal residence or the address where the vehicle is regularly located.

SECURITY INTEREST: You are giving us a security interest in: the vehicle being purchased; all proceeds of the vehicle; all accessions; and any attachments, accessories, or equipment affixed to the vehicle within ten days of this Contract. The security interest also covers: (1) insurance premiums returned to us; (2) proceeds of insurance policies on the vehicle, and (3) proceeds of any insurance policies on your life or health financed in this Contract. This security interest secures payment of all amounts you owe in this Contract and in any transfer, renewal, extension, modification, refinancing, or assignment of this Contract. It also secures your other agreements in this Contract. For purposes of this Contract, we agree to forego any security interest you may have given under another agreement which secures your obligation under this Contract. You will cause or cooperate in causing our security interest (lien) on the vehicle to be shown on the title. You will not allow any subordinate or other liens to be placed on the vehicle.

REQUIRED PHYSICAL DAMAGE INSURANCE: You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this Contract. You may obtain this insurance from any insurer you choose that is acceptable to us. You will make us loss payee and provide evidence of insurance. At any time during the term of this Contract, if you do not have physical damage insurance which covers both your and our interests in the vehicle, then we may buy it for you. If we do not buy physical damage insurance which covers both interests in the vehicle, we may, if we decide, buy insurance which covers only our interest, as permitted by applicable law.

We are under no obligation to buy any insurance, but may do so if we desire. If we buy either of these coverages, we will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a Finance Charge at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that we can use any insurance settlement either to repair the vehicle or to apply to your debt.

INSURANCE CHARGES RETURNED TO US: If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance covering only our interest in the vehicle. Any refund on optional insurance we obtain will be credited to your account or returned to you. Any insurance charges returned to us and credited to your account will be applied to as many of your installments as they will cover, beginning with the final installment.

SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT: You have the right to prepay this Contract in whole or in part at any time and you will not be charged a penalty for any such prepayment. If you are default, you may have the right to reinstate this Contract or if your property has been repossessed you may have the right under the law to receive back your property and to reinstate this Contract.

DEFAULT: You are in default if: (1) you fail to make a regularly scheduled installment payment when due; (2) any event occurs which substantially impairs the value of the vehicle; or (3) you breach any of your agreements or obligations under this Contract or if you die.

REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE: If you are in default, we can, upon written notice to you and subject to any right you may have to cure the default, demand that you pay all you owe on this Contract at once. If you fail to pay, you will be liable for interest at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law.

REPOSSESSION OF THE VEHICLE: Repossession means our taking the vehicle from you. If you are in default, we can repossess the vehicle upon written notice to you as required by law and subject to your rights to cure the default. To take the vehicle we can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal property in the vehicle, we will hold such property for the period required by law. If you fail to claim such personal property within such period, this property will be disposed of in the same manner as the vehicle. Any proceeds of such property will be applied to pay any amounts you still owe to us. Any accessories, equipment or replacement parts will remain with the vehicle.

GETTING THE VEHICLE BACK AFTER REPOSSESSION: If the vehicle has been repossessed, we may, but are not required to, allow you to reinstate this Contract and return the vehicle to you provided that you pay all past due installments, accrued late charges and agree with us on mutually satisfactory arrangements, and, if default at the time of repossession exceeded 15 days, also pay us expenses of retaking, repairing and storage authorized by law. If we do not allow you to reinstate this Contract, you may redeem the vehicle and end the Contract by payment of either of the following amounts, as applicable: (i) when default at the time of repossession was less than 15 days, the unpaid time balance plus any accrued default charges authorized by law plus any other amounts lawfully due under this Contract, excluding costs of retaking, repairing and storage; or (ii) when default at the time of repossession exceeded 15 days, the unpaid time balance, plus any accrued default charges authorized by law, plus costs of retaking, repairing, repossession and storing authorized by law, plus any other amount lawfully due under the Contract. Your right to redeem will end when the vehicle is sold.

SALE OF THE REPOSSESSED VEHICLE: We will send you a written notice of sale within the time period required by law before selling the vehicle. If you do not redeem the vehicle by the date on the notice, we can sell it at a public or private sale. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of sale will be figured this way: Any charges permitted by law for retaking, storing and repairing the vehicle, and any other charges permitted by law will be subtracted from the selling price. If you owe us more than the net proceeds of sale, you will pay us the deficiency. In any action we bring for a deficiency, you are entitled to have the reasonable value of the vehicle at the time of resale determined by the court, and if the value determined by the court is higher than the resale price, the higher value will be credited to the amounts you owe us. If you owe us less than the net proceeds of sale, we owe you the difference, unless someone else has an interest in the vehicle. For example, we may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, to the extent allowed by law you will pay us the difference between the net proceeds of sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to this Contract, until you do pay all you owe to us.

COLLECTION COSTS: If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorneys' reasonable fees and any court costs to the extent permitted by law.

LATE CHARGE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment. The late charge may be computed on the basis of a full calendar month for any fractional month period in excess of 10 days.

RETURNED CHECK FEE: To the extent permitted by law, you agree to pay those costs we actually incur and do not retain in connection with a check you give us that is returned for non-sufficient funds.

DELAY IN ENFORCING RIGHTS AND CHANGES OF THIS CONTRACT: We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, we can extend the time for making some payments without extending others. Any change in terms of this Contract must be in writing and signed by us. No oral changes are binding. If any provision of this Contract conflicts with applicable law, it will be considered modified to comply with that law and the remaining provisions shall continue.

WARRANTIES SELLER DISCLAIMS: You understand that the Seller is not offering any express warranties unless the Seller extends a written warranty. This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

RIGHT TO OFFSET: To the extent permitted by operation of law, if you are in default, we can subject to your right to cure the default, pay all or part of the amounts owed under this Contract from any deposits or funds that you have with us without telling you ahead of time.

CREDIT INFORMATION: You agree that we or our affiliate providing servicing or to whom this contract may be assigned may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application and any update, renewal, refinancing, modification or extension of this Contract. If you ask, you will be told the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify employment, pay, assets and debts. Anyone receiving a copy of this is authorized to provide us with such information. You agree that, to the extent permitted by law and as disclosed in our privacy notice, we, our assignee, any of our affiliates, and others may exchange credit, account and financial information about you.

NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

GOVERNING LAW: This Contract is governed by the law of Pennsylvania, and is the entire agreement between you and us.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of [illegible] Contract (the Contract), accept all provisions of the Contract and agree to pay all reasonable

...WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of Buyer and Co-Buyer under the above Retail Installment Contract ("the Contract"), accept all provisions of the Contract and agree to pay all reasonable collection expenses and attorneys' reasonable fees incurred in enforcing this guaranty. Undersigned hereby waive demand for payment, notice of nonpayment and notice of acceptance of this guaranty and consent to extensions of time of payment and other indulgences, including, without limitation, release of any guarantor of the Contract or release of the vehicle which is collateral for performance of the obligations of Buyer and Co-Buyer, which may be granted to Buyer and Co-Buyer or any guarantor of the Contract without notice to undersigned and whether or not (and before or after) repossession has been made or undertaken and whether or not suit has been brought against Buyer or Co-Buyer or any guarantor of the Contract. Undersigned shall be primarily and jointly and severally liable with Buyer and Co-Buyer for full performance of Buyer's and Co-Buyer's obligations under the Contract.

SIGNATURES (Sign Full Name in Ink): Date:

		(Seal)	
Witness	Guarantor		Address
		(Seal)	
Witness	Guarantor		Address

SELLER'S ASSIGNMENT

Seller sells and assigns to the Assignee named below all of its right, title and interest in this Retail Installment Contract ("Contract").

Seller represents, warrants and covenants to Assignee that: (a)(i) no statements made or furnished to Assignee by Buyer or any Co-Buyer (collectively "Buyer"), Seller or any other person are untrue or incomplete; (ii) Buyer has not financed the down payment of the Vehicle described in the Contract ("the Vehicle"); (iii) Buyer is a bona fide applicant having legal capacity to enter into the Contract; (iv) the signature of the Buyer on all documents is genuine; and (v) the amount stated in the Contract to be due will in fact be due and payable at the time or times provided therein free of any claims, defenses, setoffs or counterclaims; (b) Seller has verified Buyer's identification; (c) The down payment for the Vehicle is paid in full with negotiable funds; (d) Seller has sold the Vehicle and the proceeds of the Contract are to be used to pay for such Vehicle and related items; (e) Seller had indefeasible title to the Vehicle immediately prior to the purchase by Buyer, and the right and authority to sell the Vehicle to Buyer, free and clear of all liens and encumbrances; (f) Seller warrants that the Vehicle is not a grey market or altered vehicle and is not salvaged, rebuilt or reconstructed from a total loss or otherwise materially impaired and the title to the Vehicle does not reflect such and the odometer statement executed by the Seller in connection with the Vehicle does not indicate true mileage unknown; (g) Seller has the authority to assign the Contract to Assignee free and clear of all liens and encumbrances; (h) Seller will secure and perfect for Assignee a security interest in the Vehicle free and clear of all liens or encumbrances, and deliver to Assignee evidence satisfactory to Assignee of such security interest within six months of the date of the Contract; (i) The description of the Vehicle is true and complete in the Contract and the Vehicle will be or has been duly delivered to and accepted without revocation by Buyer; (j) insurance or other coverage provided or arranged by Seller does not violate any applicable law or regulation and insurance documentation and rebates of unearned premiums, if any, will be delivered to Buyer within the time required by law; (k) The Vehicle is insured by a company acceptable to Assignee against fire, theft and collision, Assignee is loss payee and written evidence of such insurance has been or will promptly be provided to Assignee; (l) All optional credit insurance sold by Seller to Buyer is for the full term of the Contract and is limited to coverage of Buyer; (m) Seller has provided Buyer with a completed Contract and any other document as required by applicable law, and the information filled in thereon by Seller is accurate; (n) Seller is licensed to the extent required by law; (o) Seller has complied with all applicable transaction reporting requirements including, without limitation, the requirement under Section 6050I of the Internal Revenue Code as may be amended from time to time to report cash receipts of more than $10,000, and its implementing regulations; (p) Seller has complied with Assignee's procedures regarding the Fair Credit Reporting Act (FCRA) and Equal Credit Opportunity Act (ECOA) including, but not limited to, the following: (i) Seller has only submitted to Assignee credit information on Buyer after Buyer's signatures were first obtained on a credit application acceptable to Assignee ("Application"); (ii) Seller has not submitted any credit information on any individual whose signature does not appear on the application; (iii) Seller has advised Buyer that his/her Application has been submitted to Assignee at Assignee's current address; and (iv) Seller has advised Buyer that credit was approved by Assignee; (q) Seller has complied with all requirements of the FCRA and ECOA and all other federal, state and local laws, rules and regulations applicable to the extension of credit and consumer protection or otherwise applicable to the sale of the Vehicle including, without limitation, the requirements to provide Buyer with a foreign translation of the Contract; (r) Seller will promptly forward to the proper authorities all federal, state and local fees and taxes due in connection with the sale of the Vehicle; (s) Seller does not charge Buyer for filing fees or other costs paid by Seller to public officials to perfect Assignee's security interest in the Vehicle, except where allowed by law, nor does Seller make any type of charge, including documentary or processing charges, which Seller does not make in any other cash transaction; (t) Assignee shall have the right, but not the obligation, to inspect Seller's books, financial documents and other business records relating to this assignment or this Contract at Seller's place of business during Seller's normal business hours; and (u) upon request by Assignee, Seller shall promptly submit to Assignee signed financial statements of Seller's business, to include balance sheets, cash flow statements, profit and loss statements and such other information required by Assignee.

Each of these warranties, representations and covenants is material to Assignee's acceptance of this Contract. If any of them is breached or is erroneous, Seller unconditionally promises to accept reassignment of this Contract, without recourse against Assignee, and to pay Assignee, upon demand (1) the unpaid balance of the Contract as determined by Assignee, (2) all losses and expenses incurred by Assignee as a result of such breach or untruth, and (3) out-of-pocket expenses paid or incurred by Assignee in connection with the collection of any amount due under the Contract, including attorneys' fees and costs of litigation, whether by or against Assignee, and expenses with respect to repossessing, storing, repairing and selling the Vehicle. In addition, Seller agrees to indemnify Assignee in the manner and to the extent specified in the preceding sentence if the Assignee suffers a loss or expense in any judicial or administrative proceeding because of any claim or defense asserted against Assignee as a result of any act or omission on the part of Seller. If this Contract is rescinded by court order, Seller shall pay Assignee the amount specified above.

Seller shall be liable even if a waiver, compromise, settlement or variation of the terms of the Contract releases the Buyer.

The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. Seller waives notice of acceptance of this guarantee and assignment and notices of non-payment and non-performance.

This assignment is without recourse against Seller except as provided above and/or in another agreement, if any, between Seller and Assignee relating to the financing of retail installment contracts.

Assigned to: Citizens Automobile Finance Corp. ("Assignee")

VIA CERTIFIED MAIL

DATE: 3/11/10
DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE, PA 16858

ACCOUNT NUMBER: 2719281970
COLLATERAL: 2006 FORD F250
VIN#: 1FTNF21506EB63026

NOTICE OF REPOSSESSION, REDEMPTION RIGHTS AND
DEFICIENCY BALANCE OBLIGATION UNDER STATE LAW

We repossessed your [2006 FORD F250 VIN# 1FTNF21506EB63026] due to your default of nonpayment under the terms of our Retail Installment Contract for loan account number [2719281970], dated 12/30/06. This unit is currently being stored at:

KELLER'S RECOVERY SERVICE - TYRONE PA 16686

You may redeem the vehicle by paying the entire amount you owe on the Contract (not just past due payments) plus, to the extent permitted by law, the cost of taking and storing the vehicle, and other expenses that we have incurred. As of this date, you may redeem the vehicle by paying all of the following total dollar amounts:

Principal	$22102.50
Interest*	$6009.93
Late Charges	$28.00
Other Fees	$8317.00
Repossession Expenses**	$280.00
Total amount required to REDEEM (as of 03/10/10)	$36737.43

We may allow a one-time reinstatement of your Contract over the lifetime of your loan. If so, you may reinstate your Contract and regain possession of the vehicle by curing any payment or other default(s) and paying, to the extent permitted by law, the cost of taking and storing the vehicle, and any other expenses that we have incurred. As of this date, you may reinstate the Contract by paying all of the following total dollar amounts:

Past Due Payments (includes principal and interest)	$13295.44
Late Charges	$28.00
Other Fees	$8317.00
Repossession Expenses**	$280.00
Total amount required to REINSTATE (as of [3/10/10])	$21920.44

*(additional interest will be charged at a rate of [$5.14] per day beyond the date of this letter.)
**(only if your default exceeded 15 days at the time of repossession.)

The total dollar amounts listed above may change after the date of this letter, and other fees may be charged by the storage agent. You may contact this department by phone at 888-441-2959 or send a written request to the address listed below to obtain the exact amount owed in order to redeem or reinstate the vehicle, or to obtain additional information about your loan. If you want us to explain in writing how we have figured these amounts, you may call this department at 888-441-2959 or write to the address listed below and request a written explanation. We will charge you $10.00 for the explanation if we sent you a written explanation of the amount you owe us within the last six months. **You may make payment or serve notice to** Citizens Automobile Finance, Inc. **at the address below.**

If you do not redeem or reinstate the vehicle within fifteen (15) days following the posting of this notice, we will sell the vehicle at a private sale. A sale could include a lease or license. If you need more information about the sale, call us at 888-441-2959, or write us at the address listed below. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of the sale will be figured this way: any charges for taking, storing, cleaning, advertising and selling the vehicle, any attorney's reasonable fees, court costs and any other charges permitted by law will be subtracted from the selling price. If you owe us less than the net proceeds of the sale, we owe you the difference, unless someone else has an interest in the vehicle.

If you owe more than the net proceeds of the sale, to the extent allowed by law and IF YOU HAVE NOT FILED FOR A PETITION IN BANKRUPTCY, you will pay us the difference between the net proceeds of the sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to the Contract, until you do pay all you owe us.

In accordance with our agreement with you, we are providing you notice of your right to claim tangible personal property discovered in the vehicle after repossession. We will dispose of any personal property found in your vehicle, unless you identify and claim such property within 31 days after this notice was mailed or delivered. If you wish to identify and claim your personal property, you may do so by contacting us at 888-441-2959 and we will provide you with the current location of the vehicle as well as the appropriate business hours. Thereafter, the property may be disposed of in the same manner as the motor vehicle and other collateral.

We are also sending this notice to the following other people who have an interest in your vehicle or who owe money under your agreement: N/A

Sincerely,
Citizens Automobile Finance, Inc.
Asset Disposition-Redemption Specialist
480 Jefferson Blvd, RJW500
Warwick, RI 02886
888-441-2959

Please note that this letter is designed to collect a debt and any information you provide may be used for that purpose. We have told a credit bureau about late payments, missed payments or other defaults on your account. This information may be reflected in your credit report.

NOTICE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THIS NOTICE IS INTENDED FOR INFORMATION PURPOSES ONLY AND IS NOT AN ATTEMPT TO COLLECT THE DEBT

May 24, 2010

DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE, PA 16858

Dear Customer:
You are hereby advised that because of your default under the terms of our retail installment contract for our loan account number 2719281970 our motor vehicle 2006 FORD F250
VIN 1FTNF21506EB63026 was lawfully repossessed and sold at a private auction on April 29, 2010.
The net proceeds of sale were figured this way: To the extent permitted by law, charges for taking, storing, cleaning, selling the vehicle and other charges permitted by law were subtracted from the selling price. The remaining proceeds were then applied to the outstanding loan balance. Please see detail below.

Principal Balance on Contract prior to repossession:	31,552.94
Interest:	5,572.95
Late Charges:	0.00
Current Balance Due:	37,125.89
Repossession Fees:	350.00
Legal Fees:	0.00
Other Charges: Auction Fee & Other Expenses:	558.50
Total Expenses:	908.50
Total Net Due Prior To Credits:	38,034.39
Sale Proceeds:	17,700.00
Other Credits:	0.00
Total Credits:	17,700.00
Remaining Deficiency Due:	20,334.39

According to applicable State law and you Contract, if the sale proceeds are not sufficient to pay off your obligations to us under the Contract, where permitted and as long as a petition in bankruptcy has not been filed, you shall be liable for any deficiency.

If applicable, please contact us at 800-720-2443 immediately to make arrangements for prompt payment. If suitable arrangements are not made within the (5) business days, legal proceedings, as permitted by law may be instituted against you.

Sincerely,

Asset Recovery Department
480 Jefferson Boulevard, RJE-110
Warwick, R.I. 02886

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

PLEASE NOTE THAT THIS LETTER IS DESIGNED TO COLLECT A DEBT AND ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. HOWEVER: IF YOU ARE CURENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD THEN NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of Defendant's Pre-trial statement by first-class mail, postage prepaid, on the 9 day of July, 2010, upon the following

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Anthony S. Guido, Esquire
Hanak, Guido & Taladay
P.O. Box 487
Dubois, PA 15801

Richard H. Milgrub, Esquire
211 N. Second Street
Clearfield, PA 16830-2538

Peter F. Smith, Esquire
30 S. 2nd Street
P.O. Box 130
Clearfield, PA 16830

By:_____
James C. Warmbrodt, Esquire

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 17718 PITTSBURGH PA

POSTAGE WILL BE PAID BY ADDRESSEE

WELTMAN WEINBERG & REIS CO LPA
KOPPERS BUILDING
436 7TH AVENUE STE 1400
PITTSBURGH PA 15219-9517

Arbitration: 7-20-10
9:00 AM

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

No. 2007-908-CD

TYPE OF PLEADING:

DEFENDANT'S PRE-TRIAL STATEMENT

FILED ON BEHALF OF:
Defendant, Citizens Auto Finance Corp.

COUNSEL OF RECORD OF THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

RECEIVED
JUL 12 2010
Court Administrator's Office

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

DEFENDANT'S PRE-TRIAL STATEMENT

AND NOW, comes the Defendant, Citizens Auto Finance Corp., by and through its counsel, James C. Warmbrodt, Esquire, and Weltman, Weinberg & Reis Co., L.P.A., and files the following Pre-Trial Statement:

I. NARRATIVE STATEMENT OF THE CASE

Plaintiff initiated the within action on June 8, 2007 by the filing of a Complaint against the above-named Defendants (hereinafter "Rider" and "Citizens", respectively). Citizens filed an Answer in the within action containing a two-count Counterclaim, the first count seeking to recover from the Plaintiff its collateral, a 2006 Ford Truck, the second seeking to recover from Plaintiff the unpaid balance due under the contract for the purchase and financing of that vehicle.

Pursuant to the Court's Order of May 14, 2009, Citizens' Motion for Summary Judgment was granted in part and denied in part. The order of May 14, 2009 dismissed all of the Plaintiff's claims against Citizens. The court denied Citizens' motion for summary judgment as to its counterclaims.

By its order of July 20, 2009, the Court granted Citizens' motion to bifurcate the remaining actions in this matter, and referred Citizens' counterclaims for trial before a panel of arbitrators.

By its order of July 20, 2009, the Court granted Citizens' motion for the issuance of a writ of seizure directing the sheriff to take possession of the 2006 Ford truck.

By its order of February 18, 2010, the Court granted Citizens' petition pursuant to Pa. R.C.P. 1081, and directed the Plaintiff to deliver the 2006 Ford truck to the sheriff within 7 days from the date of the order.

The only matter to be tried before the panel of arbitrators is the amount remaining due under the Contract (Count II of the counterclaim).

II. STATEMENT OF THE FACTS

1. Citizens is the holder of a Retail Installment Contract and Security Agreement dated December 30, 2006.
2. Pursuant to the Retail Installment Contract, Nearhood took possession of the 2006 Ford Truck.
3. Citizens maintained a first lien on the vehicle.

4. Pursuant to the Contract, Nearhood was to make eighty-four (84) consecutive monthly payments of $349.88 beginning January 29, 2007.

5. Nearhood has admitted in his pleadings that he maintained possession of the vehicle from December 30, 2006 until his surrender of the vehicle on or about February 26, 2010 without ever having made a single payment to Citizens pursuant to the Contract.

6. The balance owed by Nearhood pursuant to the contract as of March 10, 2010 was $36,737.43.

7. The truck was sold at auction on April 29, 2010 for $17,700.00.

8. After subtracting the net proceeds from the sale of its collateral, the amount due Citizens by Nearhood as of May 24, 2010 was $20,334.39.

III. WITNESSES

1. David Nearhood

2. Any witnesses listed in Plaintiff's pre-trial statement.

IV. DAMAGES

Citizens seeks damages in the amount of $20,334.39, plus costs.

In support of its claim for damages, Citizens has attached the following documents:

1. Retail Installment Contract, dated December 30, 2006;

2. Notice of Repossession, dated March 11, 2010;

3. Explanation of calculation of deficiency balance, dated May 24, 2010.

Respectfully Submitted:

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:_____

James C. Warmbrodt, Esquire
PA I.D.# 42524
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

Citizens Automobile Finance Corp.

RETAIL INSTALLMENT CONTRACT

PA

12/30/2006

Dealer Number

Buyer: DAVID L NEARINGOD 1223 OAK GROVE ROAD MORRISDALE PA 16858
(Print Full Name and Address of Principal Residence)

Co-Buyer:
(Print Full Name and Address of Principal Residence)

Creditor-Seller: RIDER FORD 1001 HAWTON ST. PHILIPSBURG PA 16866
(Print Full Name and Address)

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee ("Assignee").

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW	2006	FORD TRUCK S-DTY F-250	REG CAB	S 1FTNF21506EB63026	

If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for [X] personal, family or household, or [ ] business purposes.

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 6500.00
8.49%	$ 7287.42	$ 22102.50	$ 29389.92	$ 35889.92

PAYMENT SCHEDULE: Your payment schedule will be 84 monthly payments of $ 349.88 each, due on the same day of each month starting on 01/29/2007

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased.

LATE FEE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment default, and our right to require repayment in full before the scheduled maturity date.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price of Vehicle (including any accessories, installation, services, repairs, taxes and other permitted costs): $ 29889.00 (1)
2. Downpayment:
   A. Trade-in. Your Trade-in is a _____ (Year, Make, VIN, Plate)
   Gross Allowance $ N/A less Amount Owing $ N/A equals Net Trade-in $ N/A
   (If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-in and enter excess as Prior Credit or Lease Balance in Item 4D)
   B. Cash Downpayment $ 2000.00
   C. Manufacturer's Rebate Applied to Downpayment $ 4500.00
   D. Total Downpayment (A plus B plus C) $ 6500.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2D): $ 22003.00 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf:
   A. Amounts Paid to Insurance Companies (Amounts paid to Insurance Companies as per insurance disclosures below):
      1. Optional Credit Life Insurance $ N/A
      2. Optional Credit Accident and Health Insurance $ N/A
   B. Amounts Paid to Public Officials:
      1. Government License and/or Registration Fees $ 6.00
      2. Certificate of Title Fees $ 22.50
      3. Lien Recording Fees $ 5.00
      4. UCC Filing Fees $ N/A
      5. Other (Specify) $ N/A
      6. Other (Specify) PA TIRE TAX $ 5.00
   C. Seller's Documentary Fee (not a governmental fee) $ 55.00
   D. Other Charges (Describe who will receive payment and purpose)
      1. To N/A For Prior Credit or Lease Balance $ N/A
      2. To N/A For N/A $
      3. To N/A

EXHIBIT 1

2. Certificate of Title Fees	$	22.50
3. Lien Recording Fees	$	5.00
4. UCC filing Fees	$	N/A
5. Other (Specify)	$	N/A
6. Other (Specify) PA TIRE TAX	$	5.00
C. Seller's Documentary Fee (not a governmental fee)	$	55.00
D. Other Charges (Describe who will receive payment and purpose)		
1. To N/A For Prior Credit or Lease Balance	$	N/A
2. To N/A For N/A	$	N/A
E. Total Other Charges and Amounts Paid to Others on Your Behalf		93.50 (4)
5. Amount Financed / Unpaid Balance (3 plus 4E)	$	22102.50 (5)
6. Finance Charge	$	1287.42 (6)
7. Time Balance	$	23389.92 (7)

8. Payment Schedule: One payment of $ 349.88 and 59 payments of $ 349.88 each, beginning 01/26/2007 and due on the dates shown in the PAYMENT SCHEDULE above.

*To the extent permitted by applicable law, we may be receiving a portion of these amounts.

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth In Lending Disclosures Box shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th (1/366th in a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is $1.00 or more) after you make your last payment; we will refuse you of any additional amount owed (if it is $1.00 or more). There is a possibility that a supplemental payment of interest might be due if earlier payments were received after their due date.

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

N/A
Street and Town

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

Life ( ) Buyer ( ) Co-Buyer ( ) Both at a premium of $ N/A for a term of N/A

Credit life insurance will pay your debt on this Contract up to $ N/A

( ) Disability, Accident and Health (Buyer Only) at a premium of $ N/A for a term of N/A

Credit disability, accident and health insurance will pay your debt on this Contract up to $ N/A

The name of the insurer is N/A of
Name Home Office Address

Buyer Signature Date Co-Buyer Signature Date

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

DUE TO THE PASSAGE OF THE "USA PATRIOT ACT" WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING

VERIFICATION OF CUSTOMER IDENTITY - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. In all cases, the protection of our customer's identity and confidentiality is our pledge to you.

The Annual Percentage Rate may be negotiable with the Creditor-Seller. The Creditor-Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER.
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer Signs X 12/30/2006 Co-Buyer Signs

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND A COPY OF THE CITIZENS FINANCIAL GROUP, INC. PRIVACY NOTICE AT THE TIME YOU SIGN THE CONTRACT.

X 12-30-06

Buyer's Signature Date (Co-Buyer's Signature Date)

Creditor-Seller Signs Date

By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

OTHER IMPORTANT AGREEMENTS:

OWNERSHIP AND RISK OF LOSS: You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or missing. You agree not to sell, transfer, or remove the vehicle from the United States for more than 30 days without our written permission. You agree to maintain the vehicle in good condition and repair, except wear and tear caused by ordinary use. We may inspect the vehicle at any reasonable time. You will not expose the vehicle to misuse or confiscation or permit anyone to use the vehicle for any unlawful purpose. You will keep the vehicle free of any claims and seizures by any government authority. You will not rent the vehicle to others or carry passengers for hire. If we pay any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you will repay the amount when we ask for it. You will immediately notify us of any change in the address of your principal residence or the address where the vehicle is regularly located.

SECURITY INTEREST: You are giving us a security interest in: the vehicle being purchased; all proceeds of the vehicle; all accessions; and any attachments, accessories, or equipment affixed to the vehicle within ten days of this Contract. The security interest also covers: (1) insurance premiums returned to us; (2) proceeds of insurance policies on the vehicle, and (3) proceeds of any insurance policies on your life or health financed in this Contract. This security interest secures payment of all amounts you owe in this Contract and in any transfer, renewal, extension, modification, refinancing, or assignment of this Contract. It also secures your other agreements in this Contract. For purposes of this Contract, we agree to forego any security interest you may have given under another agreement which secures your obligation under this Contract. You will cause or cooperate in causing our security interest (lien) on the vehicle to be shown on the title. You will not allow any subordinate or other liens to be placed on the vehicle.

REQUIRED PHYSICAL DAMAGE INSURANCE: You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this Contract. You may obtain this insurance from any insurer you choose that is acceptable to us. You will make us loss payee and provide evidence of insurance. At any time during the term of this Contract, if you do not have physical damage insurance which covers both your and our interests in the vehicle, then we may buy it for you. If we do not buy physical damage insurance which covers both interests in the vehicle, we may, if we decide, buy insurance which covers only our interest, as permitted by applicable law.

We are under no obligation to buy any insurance, but may do so if we desire. If we buy either of these coverages, we will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a Finance Charge at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that we can use any insurance settlement either to repair the vehicle or to apply to your debt.

INSURANCE CHARGES RETURNED TO US: If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance covering only our interest in the vehicle. Any refund on optional insurance we obtain will be credited to your account or returned to you. Any insurance charges returned to us and credited to your account will be applied to as many of your installments as they will cover, beginning with the final installment.

SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT: You have the right to prepay this Contract in whole or in part at any time and you will not be charged a penalty for any such prepayment. If you are default, you may have the right to reinstate this Contract or if your property has been repossessed you may have the right under the law to receive back your property and to reinstate this Contract.

DEFAULT: You are in default if: (1) you fail to make a regularly scheduled installment payment when due; (2) any event occurs which substantially impairs the value of the vehicle; or (3) you breach any of your agreements or obligations under this Contract or if you die.

REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE: If you are in default, we can, upon written notice to you and subject to any right you may have to cure the default, demand that you pay all you owe on this Contract at once. If you fail to pay, you will be liable for interest at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law.

REPOSSESSION OF THE VEHICLE: Repossession means our taking the vehicle from you. If you are in default, we can repossess the vehicle upon written notice to you as required by law and subject to your rights to cure the default. To take the vehicle we can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal property in the vehicle, we will hold such property for the period required by law. If you fail to claim such personal property within such period, this property will be disposed of in the same manner as the vehicle. Any proceeds of such property will be applied to pay any amounts you still owe to us. Any accessories, equipment or replacement parts will remain with the vehicle.

GETTING THE VEHICLE BACK AFTER REPOSSESSION: If the vehicle has been repossessed, we may, but are not required to, allow you to reinstate this Contract and return the vehicle to you provided that you pay all past due installments, accrued late charges and agree with us on mutually satisfactory arrangements, and, if default at the time of repossession exceeded 15 days, also pay us expenses of retaking, repairing and storage authorized by law. If we do not allow you to reinstate this Contract, you may redeem the vehicle and end the Contract by payment of either of the following amounts, as applicable: (i) when default at the time of repossession was less than 15 days, the unpaid time balance plus any accrued default charges authorized by law plus any other amounts lawfully due under this Contract, excluding costs of retaking, repairing and storage; or (ii) when default at the time of repossession exceeded 15 days, the unpaid time balance, plus any accrued default charges authorized by law, plus costs of retaking, repairing, repossession and storing authorized by law, plus any other amount lawfully due under the Contract. Your right to redeem will end when the vehicle is sold.

SALE OF THE REPOSSESSED VEHICLE: We will send you a written notice of sale within the time period required by law before selling the vehicle. If you do not redeem the vehicle by the date on that notice, we can sell it at a public or private sale. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of sale will be figured this way: Any charges permitted by law for retaking, storing and repairing the vehicle, and any other charges permitted by law will be subtracted from the selling price. If you owe us more than the net proceeds of sale, you will pay us the deficiency. In any action we bring for a deficiency, you are entitled to have the reasonable value of the vehicle at the time of resale determined by the court, and if the value determined by the court is higher than the resale price, the higher value will be credited to the amounts you owe us. If you owe us less than the net proceeds of sale, we owe you the difference, unless someone else has an interest in the vehicle. For example, we may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, to the extent allowed by law you will pay us the difference between the net proceeds of sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to this Contract, until you do pay all you owe to us.

COLLECTION COSTS: If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorneys' reasonable fees and any court costs to the extent permitted by law.

LATE CHARGE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment. The late charge may be computed on the basis of a full calendar month for any fractional month period in excess of 10 days.

RETURNED CHECK FEE: To the extent permitted by law, you agree to pay those costs we actually incur and do not retain in connection with a check you give us that is returned for non-sufficient funds.

DELAY IN ENFORCING RIGHTS AND CHANGES OF THIS CONTRACT: We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, we can extend the time for making some payments without extending others. Any change in terms of this Contract must be in writing and signed by us. No oral changes are binding. If any provision of this Contract conflicts with applicable law, it will be considered modified to comply with that law and the remaining provisions shall continue.

WARRANTIES SELLER DISCLAIMS: You understand that the Seller is not offering any express warranties unless the Seller extends a written warranty. This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

RIGHT TO OFFSET: To the extent permitted by operation of law, if you are in default, we can subject to your right to cure the default, pay all or part of the amounts owed under this Contract from any deposits or funds that you have with us without telling you ahead of time.

CREDIT INFORMATION: You agree that we or our affiliate providing servicing or to whom this contract may be assigned may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application and any update, renewal, refinancing, modification or extension of this Contract. If you ask, you will be told the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify employment, pay, assets and debts. Anyone receiving a copy of this is authorized to provide us with such information. You agree that, to the extent permitted by law and as disclosed in our privacy notice, we, our assignees, any of our affiliates, and others may exchange credit, account and financial information about you.

NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

GOVERNING LAW: This Contract is governed by the law of Pennsylvania, and is the entire agreement between you and us.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of [illegible] ("Contract"), accept all provisions of the Contract and agree to pay all reasonable

...WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of Buyer and Co-Buyer under the above Retail Installment Contract ("the Contract"), accept all provisions of the Contract and agree to pay all reasonable collection expenses and attorneys' reasonable fees incurred in enforcing this guaranty. Undersigned hereby waive demand for payment, notice of nonpayment and notice of acceptance of this guaranty and consent to extensions of time of payment and other indulgences, including, without limitation, release of any guarantor of the Contract or release of the vehicle which is collateral for performance of the obligations of Buyer and Co-Buyer, which may be granted to Buyer and Co-Buyer or any guarantor of the Contract without notice to undersigned and whether or not (and before or after) repossession has been made or undertaken and whether or not suit has been brought against Buyer or Co-Buyer or any guarantor of the Contract. Undersigned shall be primarily and jointly and severally liable with Buyer and Co-Buyer for full performance of Buyer's and Co-Buyer's obligations under the Contract.

SIGNATURES (Sign Full Name in Ink): Date:

		(Seal)	
Witness	Guarantor		Address
		(Seal)	
Witness	Guarantor		Address

SELLER'S ASSIGNMENT

Seller sells and assigns to the Assignee named below all of its right, title and interest in this Retail Installment Contract ("Contract").

Seller represents, warrants and covenants to Assignee that:(a)(i) no statements made or furnished to Assignee by Buyer or any Co-Buyer (collectively "Buyer"), Seller or any other person are untrue or incomplete; (ii) Buyer has not financed the down payment of the Vehicle described in the Contract ("the Vehicle"); (iii) Buyer is a bona fide applicant having legal capacity to enter into the Contract; (iv) the signature of the Buyer on all documents is genuine; and (v) the amount stated in the Contract to be due will in fact be due and payable at the time or times provided therein free of any claims, defenses, setoffs or counterclaims; (b) Seller has verified Buyer's identification; (c) The down payment for the Vehicle is paid in full with negotiable funds; (d) Seller has sold the Vehicle and the proceeds of the Contract are to be used to pay for such Vehicle and related items; (e) Seller had indefeasible title to the Vehicle immediately prior to the purchase by Buyer, and the right and authority to sell the Vehicle to Buyer, free and clear of all liens and encumbrances; (f) Seller warrants that the Vehicle is not a grey market or altered vehicle and is not salvaged, rebuilt or reconstructed from a total loss or otherwise materially impaired and the title to the Vehicle does not reflect such and the odometer statement executed by the Seller in connection with the Vehicle does not indicate true mileage unknown; (g) Seller has the authority to assign the Contract to Assignee free and clear of all liens and encumbrances; (h) Seller will secure and perfect for Assignee a security interest in the Vehicle free and clear of all liens or encumbrances, and deliver to Assignee evidence satisfactory to Assignee of such security interest within six months of the date of the Contract; (i) The description of the Vehicle is true and complete in the Contract and the Vehicle will be or has been duly delivered to and accepted without revocation by Buyer; (j) insurance or other coverage provided or arranged by Seller does not violate any applicable law or regulation and insurance documentation and rebates of unearned premiums, if any, will be delivered to Buyer within the time required by law; (k) The Vehicle is insured by a company acceptable to Assignee against fire, theft and collision, Assignee is loss payee and written evidence of such insurance has been or will promptly be provided to Assignee; (l) All optional credit insurance sold by Seller to Buyer is for the full term of the Contract and is limited to coverage of Buyer; (m) Seller has provided Buyer with a completed Contract and any other document as required by applicable law, and the information filed in therein by Seller is accurate; (n) Seller is licensed to the extent required by law; (o) Seller has complied with all applicable transaction reporting requirements including, without limitation, the requirement under Section 6050I of the Internal Revenue Code as may be amended from time to time to report cash receipts of more than $10,000, and its implementing regulations; (p) Seller has complied with Assignee's procedures regarding the Fair Credit Reporting Act (FCRA) and Equal Credit Opportunity Act (ECOA) including, but not limited to, the following: (i) Seller has only submitted to Assignee credit information on Buyer after Buyer's signatures were first obtained on a credit application acceptable to Assignee ("Application"); (ii) Seller has not submitted any credit information on any individual whose signature does not appear on the application; (iii) Seller has advised Buyer that his/her Application has been submitted to Assignee at Assignee's current address; and (iv) Seller has advised Buyer that credit was approved by Assignee; (q) Seller has complied with all requirements of the FCRA and ECOA and all other federal, state and local laws, rules and regulations applicable to the extension of credit and consumer protection or otherwise applicable to the sale of the Vehicle including, without limitation, the requirements to provide Buyer with a foreign translation of the Contract; (r) Seller will promptly forward to the proper authorities all federal, state and local fees and taxes due in connection with the sale of the Vehicle; (s) Seller does not charge Buyer for filing fees or other costs paid by Seller to public officials to perfect Assignee's security interest in the Vehicle, except where allowed by law, nor does Seller make any type of charge, including documentary or processing charges, which Seller does not make in any other cash transaction; (t) Assignee shall have the right, but not the obligation, to inspect Seller's books, financial documents and other business records relating to this assignment or this Contract at Seller's place of business during Seller's normal business hours; and (u) upon request by Assignee, Seller shall promptly submit to Assignee signed financial statements of Seller's business, to include balance sheets, cash flow statements, profit and loss statements and such other information required by Assignee.

Each of these warranties, representations and covenants is material to Assignee's acceptance of this Contract. If any of them is breached or is erroneous, Seller unconditionally promises to accept reassignment of this Contract, without recourse against Assignee, and to pay Assignee, upon demand (1) the unpaid balance of the Contract as determined by Assignee, (2) all losses and expenses incurred by Assignee as a result of such breach or untruth, and (3) out-of-pocket expenses paid or incurred by Assignee in connection with the collection of any amount due under the Contract, including attorneys' fees and costs of litigation, whether by or against Assignee, and expenses with respect to repossessing, storing, repairing and selling the Vehicle. In addition, Seller agrees to indemnify Assignee in the manner and to the extent specified in the preceding sentence if the Assignee suffers a loss or expense in any judicial or administrative proceeding because of any claim or defense asserted against Assignee as a result of any act or omission on the part of Seller. If this Contract is rescinded by court order, Seller shall pay Assignee the amount specified above.

Seller shall be liable even if a waiver, compromise, settlement or variation of the terms of the Contract releases the Buyer.

The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. Seller waives notice of acceptance of this guarantee and assignment and notices of non-payment and non-performance.

This assignment is without recourse against Seller except as provided above and/or in another agreement, if any, between Seller and Assignee relating to the financing of retail installment contracts.

Assigned to: Citizens Automobile Finance Corp. ("Assignee")

VIA CERTIFIED MAIL

DATE: 3/11/10
DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE, PA 16858

ACCOUNT NUMBER: 2719281970
COLLATERAL: 2006 FORD F250
VIN#: 1FTNF21506EB63026

NOTICE OF REPOSSESSION, REDEMPTION RIGHTS AND
DEFICIENCY BALANCE OBLIGATION UNDER STATE LAW

We repossessed your [2006 FORD F250 VIN# 1FTNF21506EB63026] due to your default of nonpayment under the terms of our Retail Installment Contract for loan account number [2719281970], dated 12/30/06. This unit is currently being stored at:

KELLER'S RECOVERY SERVICE - TYRONE PA 16686

You may redeem the vehicle by paying the entire amount you owe on the Contract (not just past due payments) plus, to the extent permitted by law, the cost of taking and storing the vehicle, and other expenses that we have incurred. As of this date, you may redeem the vehicle by paying all of the following total dollar amounts:

Principal	$22102.50
Interest*	$6009.93
Late Charges	$28.00
Other Fees	$8317.00
Repossession Expenses**	$280.00
Total amount required to REDEEM (as of 03/10/10)	$36737.43

We may allow a one-time reinstatement of your Contract over the lifetime of your loan. If so, you may reinstate your Contract and regain possession of the vehicle by curing any payment or other default(s) and paying, to the extent permitted by law, the cost of taking and storing the vehicle, and any other expenses that we have incurred. As of this date, you may reinstate the Contract by paying all of the following total dollar amounts:

Past Due Payments (includes principal and interest)	$13295.44
Late Charges	$28.00
Other Fees	$8317.00
Repossession Expenses**	$280.00
Total amount required to REINSTATE (as of [3/10/10])	$21920.44

*(additional interest will be charged at a rate of [$5.14] per day beyond the date of this letter.)
**(only if your default exceeded 15 days at the time of repossession.)

The total dollar amounts listed above may change after the date of this letter, and other fees may be charged by the storage agent. You may contact this department by phone at 888-441-2959 or send a written request to the address listed below to obtain the exact amount owed in order to redeem or reinstate the vehicle, or to obtain additional information about your loan. If you want us to explain in writing how we have figured these amounts, you may call this department at 888-441-2959 or write to the address listed below and request a written explanation. We will charge you $10.00 for the explanation if we sent you a written explanation of the amount you owe us within the last six months. You may make payment or serve notice to Citizens Automobile Finance, Inc. at the address below.

If you do not redeem or reinstate the vehicle within fifteen (15) days following the posting of this notice, we will sell the vehicle at a private sale. A sale could include a lease or license. If you need more information about the sale, call us at 888-441-2959, or write us at the address listed below. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of the sale will be figured this way: any charges for taking, storing, cleaning, advertising and selling the vehicle, any attorney's reasonable fees, court costs and any other charges permitted by law will be subtracted from the selling price. If you owe us less than the net proceeds of the sale, we owe you the difference, unless someone else has an interest in the vehicle.

If you owe more than the net proceeds of the sale, to the extent allowed by law and IF YOU HAVE NOT FILED FOR A PETITION IN BANKRUPTCY, you will pay us the difference between the net proceeds of the sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to the Contract, until you do pay all you owe us.

In accordance with our agreement with you, we are providing you notice of your right to claim tangible personal property discovered in the vehicle after repossession. We will dispose of any personal property found in your vehicle, unless you identify and claim such property within 31 days after this notice was mailed or delivered. If you wish to identify and claim your personal property, you may do so by contacting us at 888-441-2959 and we will provide you with the current location of the vehicle as well as the appropriate business hours. Thereafter, the property may be disposed of in the same manner as the motor vehicle and other collateral.

We are also sending this notice to the following other people who have an interest in your vehicle or who owe money under your agreement: N/A

Sincerely,
Citizens Automobile Finance, Inc.
Asset Disposition-Redemption Specialist
480 Jefferson Blvd, RJW500
Warwick, RI 02886
888-441-2959

Please note that this letter is designed to collect a debt and any information you provide may be used for that purpose. We have told a credit bureau about late payments, missed payments or other defaults on your account. This information may be reflected in your credit report.

NOTICE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THIS NOTICE IS INTENDED FOR INFORMATION PURPOSES ONLY AND IS NOT AN ATTEMPT TO COLLECT THE DEBT

May 24, 2010

DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE, PA 16858

Dear Customer:
You are hereby advised that because of your default under the terms of our retail installment contract for our loan account number 2719281970 our motor vehicle 2006 FORD F250
VIN 1FTNF21506EB63026 was lawfully repossessed and sold at a private auction on April 29, 2010.
The net proceeds of sale were figured this way: To the extent permitted by law, charges for taking, storing, cleaning, selling the vehicle and other charges permitted by law were subtracted from the selling price. The remaining proceeds were then applied to the outstanding loan balance. Please see detail below.

Principal Balance on Contract prior to repossession:	31,552.94
Interest:	5,572.95
Late Charges:	0.00
Current Balance Due:	37,125.89
Repossession Fees:	350.00
Legal Fees:	0.00
Other Charges: Auction Fee & Other Expenses:	558.50
Total Expenses:	908.50
Total Net Due Prior To Credits:	38,034.39
Sale Proceeds:	17,700.00
Other Credits:	0.00
Total Credits:	17,700.00
Remaining Deficiency Due:	20,334.39

According to applicable State law and you Contract, if the sale proceeds are not sufficient to pay off your obligations to us under the Contract, where permitted and as long as a petition in bankruptcy has not been filed, you shall be liable for any deficiency.

If applicable, please contact us at 800-720-2443 immediately to make arrangements for prompt payment. If suitable arrangements are not made within the (5) business days, legal proceedings, as permitted by law may be instituted against you.

Sincerely,

Asset Recovery Department
480 Jefferson Boulevard, RJE-110
Warwick, R.I. 02886

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

PLEASE NOTE THAT THIS LETTER IS DESIGNED TO COLLECT A DEBT AND ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. HOWEVER: IF YOU ARE CURENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD THEN NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of Defendant's Pre-trial statement by first-class mail, postage prepaid, on the 9 day of July, 2010, upon the following:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Anthony S. Guido, Esquire
Hanak, Guido & Taladay
P.O. Box 487
Dubois, PA 15801

Richard H. Milgrub, Esquire
211 N. Second Street
Clearfield, PA 16830-2538

Peter F. Smith, Esquire
30 S. 2nd Street
P.O. Box 130
Clearfield, PA 16830

By: _____
James C. Warmbrodt, Esquire

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

No. 2007-908-CD

TYPE OF PLEADING:

DEFENDANT'S PRE-TRIAL STATEMENT

FILED ON BEHALF OF:
Defendant, Citizens Auto Finance Corp.

COUNSEL OF RECORD OF THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

RECEIVED
JUL 12 2010
Court Administrator's
Office

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

DEFENDANT'S PRE-TRIAL STATEMENT

AND NOW, comes the Defendant, Citizens Auto Finance Corp., by and through its counsel, James C. Warmbrodt, Esquire, and Weltman, Weinberg & Reis Co., L.P.A., and files the following Pre-Trial Statement:

I. NARRATIVE STATEMENT OF THE CASE

Plaintiff initiated the within action on June 8, 2007 by the filing of a Complaint against the above-named Defendants (hereinafter "Rider" and "Citizens", respectively). Citizens filed an Answer in the within action containing a two-count Counterclaim, the first count seeking to recover from the Plaintiff its collateral, a 2006 Ford Truck, the second seeking to recover from Plaintiff the unpaid balance due under the contract for the purchase and financing of that vehicle.

Pursuant to the Court's Order of May 14, 2009, Citizens' Motion for Summary Judgment was granted in part and denied in part. The order of May 14, 2009 dismissed all of the Plaintiff's claims against Citizens. The court denied Citizens' motion for summary judgment as to its counterclaims.

By its order of July 20, 2009, the Court granted Citizens' motion to bifurcate the remaining actions in this matter, and referred Citizens' counterclaims for trial before a panel of arbitrators.

By its order of July 20, 2009, the Court granted Citizens' motion for the issuance of a writ of seizure directing the sheriff to take possession of the 2006 Ford truck.

By its order of February 18, 2010, the Court granted Citizens' petition pursuant to Pa. R.C.P. 1081, and directed the Plaintiff to deliver the 2006 Ford truck to the sheriff within 7 days from the date of the order.

The only matter to be tried before the panel of arbitrators is the amount remaining due under the Contract (Count II of the counterclaim).

II. STATEMENT OF THE FACTS

1. Citizens is the holder of a Retail Installment Contract and Security Agreement dated December 30, 2006.
2. Pursuant to the Retail Installment Contract, Nearhood took possession of the 2006 Ford Truck.
3. Citizens maintained a first lien on the vehicle.

4. Pursuant to the Contract, Nearhood was to make eighty-four (84) consecutive monthly payments of $349.88 beginning January 29, 2007.

5. Nearhood has admitted in his pleadings that he maintained possession of the vehicle from December 30, 2006 until his surrender of the vehicle on or about February 26, 2010 without ever having made a single payment to Citizens pursuant to the Contract.

6. The balance owed by Nearhood pursuant to the contract as of March 10, 2010 was $36,737.43.

7. The truck was sold at auction on April 29, 2010 for $17,700.00.

8. After subtracting the net proceeds from the sale of its collateral, the amount due Citizens by Nearhood as of May 24, 2010 was $20,334.39.

III. WITNESSES

1. David Nearhood

2. Any witnesses listed in Plaintiff's pre-trial statement.

IV. DAMAGES

Citizens seeks damages in the amount of $20,334.39, plus costs.

In support of its claim for damages, Citizens has attached the following documents:

1. Retail Installment Contract, dated December 30, 2006;

2. Notice of Repossession, dated March 11, 2010;

3. Explanation of calculation of deficiency balance, dated May 24, 2010.

Respectfully Submitted:

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:_____

James C. Warmbrodt, Esquire
PA I.D.# 42524
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

Citizens Automobile Finance Corp. **RETAIL INSTALLMENT CONTRACT** PA

12/30/2006

Dealer Number

Buyer: DAVID L NEARHOOD 1223 OAK GROVE ROAD MORRISDALE PA 16858
(Print Full Name and Address of Principal Residence)

Co-Buyer:
(Print Full Name and Address of Principal Residence)

Creditor-Seller: REDEN FORD 1001 WALTON ST PHILIPSBURG PA 16866
(Print Full Name and Address)

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee ("Assignee").

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW	2006	FORD TRUCK S-DTY F-250	REG CAB	1FTNF21506EB63026	

If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for ...X personal, family or household, or ☐ business purposes.

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 6500.00
8.49%	$ 7287.42	$ 22102.50	$ 29389.92	$ 35889.92

PAYMENT SCHEDULE: Your payment schedule will be 84 monthly payments of $ 349.88 each, due on the same day of each month starting on 01/29/2007

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased.

LATE FEE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price of Vehicle (including any accessories, installation, services, repairs, taxes and other permitted costs): $ 29389.92 (1)
2. Downpayment:
   A. Trade-in. Your Trade-in is a _____ (Year, Make, Model, VIN)
   Gross Allowance $ N/A less Amount Owing $ N/A equals Net Trade-in $ N/A
   (If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-in and enter excess as Prior Credit or Lease Balance in Item 4D)
   B. Cash Downpayment $ 2000.00
   C. Manufacturer's Rebate Applied to Downpayment $ 4500.00
   D. Total Downpayment (A plus B plus C) $ 6500.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2D): $ 22889.92 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf:
   A. Amounts Paid to Insurance Companies (Amounts paid to Insurance Companies as per insurance disclosures below)*:
      1. Optional Credit Life Insurance $ N/A
      2. Optional Credit Accident and Health Insurance $ N/A
   B. Amounts Paid to Public Officials:
      1. Government License and/or Registration Fees $ 6.00
      2. Certificate of Title Fees $ 22.50
      3. Lien Recording Fees $ 5.00
      4. UCC Filing Fees $ N/A
      5. Other (Specify) $ N/A
      6. Other (Specify) PA TIRE TAX $ 5.00
   C. Seller's Documentary Fee (not a governmental fee) $ 55.00
   D. Other Charges (Describe who will receive payment and purpose)
      1. To N/A For Prior Credit or Lease Balance $ N/A
      2. To N/A For N/A $
      3. To N/A

EXHIBIT 1

2. Certificate of Title Fees	$	22.50
3. Lien Recording Fees	$	5.00
4. UCC Filing Fees	$	N/A
5. Other (Specify)	$	N/A
6. Other (Specify) PA TIRE TAX	$	5.00
C. Seller's Documentary Fee (not a governmental fee)	$	56.00
D. Other Charges (Describe who will receive payment and purpose)		
1. To N/A For Prior Credit or Lease Balance	$	N/A
2. To N/A For N/A	$	N/A
E. Total Other Charges and Prepaid Finance Charges (Add lines 1 through 6 and lines C and D)	$	93.50 (4)
5. Amount Financed / Unpaid Balance (3 plus 4E)	$	22102.50 (5)
6. Finance Charge	$	7287.42 (6)
7. Time Balance	$	29389.92 (7)

8. Payment Schedule: One payment of $ 349.88 and 83 payments of $ 349.88 each, beginning 01/25/2007 and due on the dates shown in the PAYMENT SCHEDULE above.

*To the extent permitted by applicable law, we may be receiving a portion of these amounts.

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth In Lending Disclosure Box shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th (1/366th in a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is $1.00 or more) after you make your last payment; we will refuse you of any additional amount owed (if it is $1.00 or more). There is a possibility that a supplemental payment of interest might be due if earlier payments were received after their due date.

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

N/A
(Street and Town)

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

Life ( ) Buyer ( ) Co-Buyer ... Body at a premium of $ N/A for a term of N/A

Credit life insurance will pay your debt on this Contract up to $ N/A

Disability, Accident and Health (Buyer Only) at a premium of $ N/A for a term of N/A

Credit disability, accident and health insurance will pay your debt on this Contract up to $ N/A

The name of the insurer is N/A (Name) of (Home Office Address)

Buyer Signature Date Co-Buyer Signature Date

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

DUE TO THE PASSAGE OF THE "USA PATRIOT ACT" WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING

VERIFICATION OF CUSTOMER IDENTITY - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. In all cases, the protection of our customer's identity and confidentiality is our pledge to you.

The Annual Percentage Rate may be negotiable with the Creditor-Seller. The Creditor-Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER.
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer Signs X [signature] 12/30/2006 Co-Buyer Signs

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND A COPY OF THE CITIZENS FINANCIAL GROUP, INC. PRIVACY NOTICE AT THE TIME YOU SIGN THE CONTRACT.

[signature] 12-30-06

Buyer's Signature Date (Co) Buyer's Signature Date

Creditor-Seller Signs _____ Date

By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

OTHER IMPORTANT AGREEMENTS:

OWNERSHIP AND RISK OF LOSS: You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or missing. You agree not to sell, transfer, or remove the vehicle from the United States for more than 30 days without our written permission. You agree to maintain the vehicle in good condition and repair, except wear and tear caused by ordinary use. We may inspect the vehicle at any reasonable time. You will not expose the vehicle to misuse or confiscation or permit anyone to use the vehicle for any unlawful purpose. You will keep the vehicle free of any claims and seizures by any government authority. You will not rent the vehicle to others or carry passengers for hire. If we pay any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you will repay the amount when we ask for it. You will immediately notify us of any change in the address of your principal residence or the address where the vehicle is regularly located.

SECURITY INTEREST: You are giving us a security interest in: the vehicle being purchased; all proceeds of the vehicle; all accessions; and any attachments, accessories, or equipment affixed to the vehicle within ten days of this Contract. The security interest also covers: (1) insurance premiums returned to us; (2) proceeds of insurance policies on the vehicle, and (3) proceeds of any insurance policies on your life or health financed in this Contract. This security interest secures payment of all amounts you owe in this Contract and in any transfer, renewal, extension, modification, refinancing, or assignment of this Contract. It also secures your other agreements in this Contract. For purposes of this Contract, we agree to forego any security interest you may have given under another agreement which secures your obligation under this Contract. You will cause or cooperate in causing our security interest (lien) on the vehicle to be shown on the title. You will not allow any subordinate or other liens to be placed on the vehicle.

REQUIRED PHYSICAL DAMAGE INSURANCE: You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this Contract. You may obtain this insurance from any insurer you choose that is acceptable to us. You will make us loss payees and provide evidence of insurance. At any time during the term of this Contract, if you do not have physical damage insurance which covers both your and our interests in the vehicle, then we may buy it for you. If we do not buy physical damage insurance which covers both interests in the vehicle, we may, if we decide, buy insurance which covers only our interest, as permitted by applicable law.

We are under no obligation to buy any insurance, but may do so if we desire. If we buy either of these coverages, we will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a Finance Charge at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that we can use any insurance settlement either to repair the vehicle or to apply to your debt.

INSURANCE CHARGES RETURNED TO US: If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance covering only our interest in the vehicle. Any refund on optional insurance we obtain will be credited to your account or returned to you. Any insurance charges returned to us and credited to your account will be applied to as many of your installments as they will cover, beginning with the final installment.

SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT: You have the right to prepay this Contract in whole or in part at any time and you will not be charged a penalty for any such prepayment. If you are default, you may have the right to reinstate this Contract or if your property has been repossessed you may have the right under the law to receive back your property and to reinstate this Contract.

DEFAULT: You are in default if: (1) you fail to make a regularly scheduled installment payment when due; (2) any event occurs which substantially impairs the value of the vehicle; or (3) you breach any of your agreements or obligations under this Contract or if you die.

REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE: If you are in default, we can, upon written notice to you and subject to any right you may have to cure the default, demand that you pay all you owe on this Contract at once. If you fail to pay, you will be liable for interest at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law.

REPOSSESSION OF THE VEHICLE: Repossession means our taking the vehicle from you. If you are in default, we can repossess the vehicle upon written notice to you as required by law and subject to your rights to cure the default. To take the vehicle we can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal property in the vehicle, we will hold such property for the period required by law. If you fail to claim such personal property within such period, this property will be disposed of in the same manner as the vehicle. Any proceeds of such property will be applied to pay any amounts you still owe to us. Any accessories, equipment or replacement parts will remain with the vehicle.

GETTING THE VEHICLE BACK AFTER REPOSSESSION: If the vehicle has been repossessed, we may, but are not required to, allow you to reinstate this Contract and return the vehicle to you provided that you pay all past due installments, accrued late charges and agree with us on mutually satisfactory arrangements, and, if default at the time of repossession exceeded 15 days, also pay us expenses of retaking, repairing and storage authorized by law. If we do not allow you to reinstate this Contract, you may redeem the vehicle and end the Contract by payment of either of the following amounts, as applicable: (i) when default at the time of repossession was less than 15 days, the unpaid time balance plus any accrued default charges authorized by law plus any other amounts lawfully due under this Contract, excluding costs of retaking, repairing and storage; or (ii) when default at the time of repossession exceeded 15 days, the unpaid time balance, plus any accrued default charges authorized by law, plus costs of retaking, repairing, repossession and storing authorized by law, plus any other amount lawfully due under the Contract. Your right to redeem will end when the vehicle is sold, or agreed to be sold.

SALE OF THE REPOSSESSED VEHICLE: We will send you a written notice of sale within the time period required by law before selling the vehicle. If you do not redeem the vehicle by the date on the notice, we can sell it at a public or private sale. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of sale will be figured this way: Any charges permitted by law for retaking, storing and repairing the vehicle, and any other charges permitted by law will be subtracted from the selling price. If you owe us more than the net proceeds of sale, you will pay us the deficiency. In any action we bring for a deficiency, you are entitled to have the reasonable value of the vehicle at the time of resale determined by the court, and if the value determined by the court is higher than the resale price, the higher value will be credited to the amounts you owe us. If you owe us less than the net proceeds of sale, we owe you the difference, unless someone else has an interest in the vehicle. For example, we may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, to the extent allowed by law you will pay us the difference between the net proceeds of sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to this Contract, until you do pay all you owe to us.

COLLECTION COSTS: If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorneys' reasonable fees and any court costs to the extent permitted by law.

LATE CHARGE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the instalment. The late charge may be computed on the basis of a full calendar month for any fractional month period in excess of 10 days.

RETURNED CHECK FEE: To the extent permitted by law, you agree to pay those costs we actually incur and do not retain in connection with a check you give us that is returned for non-sufficient funds.

DELAY IN ENFORCING RIGHTS AND CHANGES OF THIS CONTRACT: We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, we can extend the time for making some payments without extending others. Any change in terms of this Contract must be in writing and signed by us. No oral changes are binding. If any provision of this Contract conflicts with applicable law, it will be considered modified to comply with that law and the remaining provisions shall continue.

WARRANTIES SELLER DISCLAIMS: You understand that the Seller is not offering any express warranties unless the Seller extends a written warranty. This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

RIGHT TO OFFSET: To the extent permitted by operation of law, if you are in default, we can subject to your right to cure the default, pay all or part of the amounts owed under this Contract from any deposits or funds that you have with us without telling you ahead of time.

CREDIT INFORMATION: You agree that we or our affiliate providing servicing or to whom this contract may be assigned may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application and any update, renewal, refinancing, modification or extension of this Contract. If you ask, you will be told the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify employment, pay, assets and debts. Anyone receiving a copy of this is authorized to provide us with such information. You agree that, to the extent permitted by law and as disclosed in our privacy notice, we, our assignee, any of our affiliates, and others may exchange credit, account and financial information about you.

NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

GOVERNING LAW: This Contract is governed by the law of Pennsylvania, and is the entire agreement between you and us.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of [illegible] under this Contract, [illegible] all provisions of the Contract and agree to pay all reasonable

...SELLER AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of Buyer and Co-Buyer under the above Retail Installment Contract ("the Contract"), accept all provisions of the Contract and agree to pay all reasonable collection expenses and attorneys' reasonable fees incurred in enforcing this guaranty. Undersigned hereby waive demand for payment, notice of nonpayment and notice of acceptance of this guaranty and consent to extensions of time of payment and other indulgences, including, without limitation, release of any guarantor of the Contract or release of the vehicle which is collateral for performance of the obligations of Buyer and Co-Buyer, which may be granted to Buyer and Co-Buyer or any guarantor of the Contract without notice to undersigned and whether or not (and before or after) repossession has been made or undertaken and whether or not suit has been brought against Buyer or Co-Buyer or any guarantor of the Contract. Undersigned shall be primarily and jointly and severally liable with Buyer and Co-Buyer for full performance of Buyer's and Co-Buyer's obligations under the Contract.

SIGNATURES (Sign Full Name in Ink): Date:

_____ (Seal) _____
Witness Guarantor Address

_____ (Seal) _____
Witness Guarantor Address

SELLER'S ASSIGNMENT

Seller sells and assigns to the Assignee named below all of its right, title and interest in this Retail Installment Contract ("Contract"). Seller represents, warrants and covenants to Assignee that: (a) (i) no statements made or furnished to Assignee by Buyer or any Co-Buyer (collectively "Buyer"), Seller or any other person are untrue or incomplete; (ii) Buyer has not financed the down payment of the Vehicle described in the Contract ("the Vehicle"); (iii) Buyer is a bona fide applicant having legal capacity to enter into the Contract; (iv) the signature of the Buyer on all documents is genuine; and (v) the amount stated in the Contract to be due will in fact be due and payable at the time or times provided therein free of any claims, defenses, setoffs or counterclaims; (b) Seller has verified Buyer's identification; (c) The down payment for the Vehicle is paid in full with negotiable funds; (d) Seller has sold the Vehicle and the proceeds of the Contract are to be used to pay for such Vehicle and related items; (e) Seller had indefeasible title to the Vehicle immediately prior to the purchase by Buyer, and the right and authority to sell the Vehicle to Buyer, free and clear of all liens and encumbrances; (f) Seller warrants that the Vehicle is not a grey market or altered vehicle and is not salvaged, rebuilt or reconstructed from a total loss or otherwise materially impaired and the title to the Vehicle does not reflect such and the odometer statement executed by the Seller in connection with the Vehicle does not indicate true mileage unknown; (g) Seller has the authority to assign the Contract to Assignee free and clear of all liens and encumbrances; (h) Seller will secure and perfect for Assignee a security interest in the Vehicle free and clear of all liens or encumbrances, and deliver to Assignee evidence satisfactory to Assignee of such security interest within six months of the date of the Contract; (i) The description of the Vehicle is true and complete in the Contract and the Vehicle will be or has been duly delivered to and accepted without revocation by Buyer; (j) insurance or other coverage provided or arranged by Seller does not violate any applicable law or regulation and insurance documentation and rebates of unearned premiums, if any, will be delivered to Buyer within the time required by law; (k) The Vehicle is insured by a company acceptable to Assignee against fire, theft and collision, Assignee is loss payee and written evidence of such insurance has been or will promptly be provided to Assignee; (l) All optional credit insurance sold by Seller to Buyer is for the full term of the Contract and is limited to coverage of Buyer; (m) Seller has provided Buyer with a completed Contract and any other document as required by applicable law, and the information filed in thereon by Seller is accurate; (n) Seller is licensed to the extent required by law; (o) Seller has complied with all applicable transaction reporting requirements including, without limitation, the requirement under Section 6050I of the Internal Revenue Code as may be amended from time to time to report cash receipts of more than $10,000, and its implementing regulations; (p) Seller has complied with Assignee's procedures regarding the Fair Credit Reporting Act (FCRA) and Equal Credit Opportunity Act (ECOA) including, but not limited to, the following: (i) Seller has only submitted to Assignee credit information on Buyer after Buyer's signatures were first obtained on a credit application acceptable to Assignee ("Application"); (ii) Seller has not submitted any credit information on any individual whose signature does not appear on the application; (iii) Seller has advised Buyer that his/her Application has been submitted to Assignee at Assignee's current address; and (iv) Seller has advised Buyer that credit was approved by Assignee; (q) Seller has complied with all requirements of the FCRA and ECOA and all other federal, state and local laws, rules and regulations applicable to the extension of credit and consumer protection or otherwise applicable to the sale of the Vehicle including, without limitation, the requirements to provide Buyer with a foreign translation of the Contract; (r) Seller will promptly forward to the proper authorities all federal, state and local fees and taxes due in connection with the sale of the Vehicle; (s) Seller does not charge Buyer for filing fees or other costs paid by Seller to public officials to perfect Assignee's security interest in the Vehicle, except where allowed by law, nor does Seller make any type of charge, including documentary or processing charges, which Seller does not make in any other cash transaction; (t) Assignee shall have the right, but not the obligation, to inspect Seller's books, financial documents and other business records relating to this assignment or this Contract at Seller's place of business during Seller's normal business hours; and (u) upon request by Assignee, Seller shall promptly submit to Assignee signed financial statements of Seller's business, to include balance sheets, cash flow statements, profit and loss statements and such other information required by Assignee.

Each of these warranties, representations and covenants is material to Assignee's acceptance of this Contract. If any of them is breached or is erroneous, Seller unconditionally promises to accept reassignment of this Contract, without recourse against Assignee, and to pay Assignee, upon demand (1) the unpaid balance of the Contract as determined by Assignee, (2) all losses and expenses incurred by Assignee as a result of such breach or untruth, and (3) out-of-pocket expenses paid or incurred by Assignee in connection with the collection of any amount due under the Contract, including attorneys' fees and costs of litigation, whether by or against Assignee, and expenses with respect to repossessing, storing, repairing and selling the Vehicle. In addition, Seller agrees to indemnify Assignee in the manner and to the extent specified in the preceding sentence if the Assignee suffers a loss or expense in any judicial or administrative proceeding because of any claim or defense asserted against Assignee as a result of any act or omission on the part of Seller. If this Contract is rescinded by court order, Seller shall pay Assignee the amount specified above.

Seller shall be liable even if a waiver, compromise, settlement or variation of the terms of the Contract releases the Buyer.

The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. Seller waives notice of acceptance of this guarantee and assignment and notices of non-payment and non-performance.

This assignment is without recourse against Seller except as provided above and/or in another agreement, if any, between Seller and Assignee relating to the financing of retail installment contracts.

Assigned to: Citizens Automobile Finance Corp. ("Assignee")

VIA CERTIFIED MAIL

DATE: 3/11/10
DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE, PA 16858

ACCOUNT NUMBER: 2719281970
COLLATERAL: 2006 FORD F250
VIN#: 1FTNF21506EB63026

NOTICE OF REPOSSESSION, REDEMPTION RIGHTS AND
DEFICIENCY BALANCE OBLIGATION UNDER STATE LAW

We repossessed your [2006 FORD F250 VIN# 1FTNF21506EB63026] due to your default of nonpayment under the terms of our Retail Installment Contract for loan account number [2719281970], dated 12/30/06. This unit is currently being stored at:

KELLER'S RECOVERY SERVICE - TYRONE PA 16686

You may redeem the vehicle by paying the entire amount you owe on the Contract (not just past due payments) plus, to the extent permitted by law, the cost of taking and storing the vehicle, and other expenses that we have incurred. As of this date, you may redeem the vehicle by paying all of the following total dollar amounts:

Principal	$22102.50
Interest*	$6009.93
Late Charges	$28.00
Other Fees	$8317.00
Repossession Expenses**	$280.00
Total amount required to REDEEM (as of 03/10/10)	$36737.43

We may allow a one-time reinstatement of your Contract over the lifetime of your loan. If so, you may reinstate your Contract and regain possession of the vehicle by curing any payment or other default(s) and paying, to the extent permitted by law, the cost of taking and storing the vehicle, and any other expenses that we have incurred. As of this date, you may reinstate the Contract by paying all of the following total dollar amounts:

Past Due Payments (includes principal and interest)	$13295.44
Late Charges	$28.00
Other Fees	$8317.00
Repossession Expenses**	$280.00
Total amount required to REINSTATE (as of [3/10/10])	$21920.44

*(additional interest will be charged at a rate of [$5.14] per day beyond the date of this letter.)
**(only if your default exceeded 15 days at the time of repossession.)

The total dollar amounts listed above may change after the date of this letter, and other fees may be charged by the storage agent. You may contact this department by phone at 888-441-2959 or send a written request to the address listed below to obtain the exact amount owed in order to redeem or reinstate the vehicle, or to obtain additional information about your loan. If you want us to explain in writing how we have figured these amounts, you may call this department at 888-441-2959 or write to the address listed below and request a written explanation. We will charge you $10.00 for the explanation if we sent you a written explanation of the amount you owe us within the last six months. **You may make payment or serve notice to Citizens Automobile Finance, Inc. at the address below.**

If you do not redeem or reinstate the vehicle within fifteen (15) days following the posting of this notice, we will sell the vehicle at a private sale. A sale could include a lease or license. If you need more information about the sale, call us at 888-441-2959, or write us at the address listed below. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of the sale will be figured this way: any charges for taking, storing, cleaning, advertising and selling the vehicle, any attorney's reasonable fees, court costs and any other charges permitted by law will be subtracted from the selling price. If you owe us less than the net proceeds of the sale, we owe you the difference, unless someone else has an interest in the vehicle.

If you owe more than the net proceeds of the sale, to the extent allowed by law and IF YOU HAVE NOT FILED FOR A PETITION IN BANKRUPTCY, you will pay us the difference between the net proceeds of the sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to the Contract, until you do pay all you owe us.

In accordance with our agreement with you, we are providing you notice of your right to claim tangible personal property discovered in the vehicle after repossession. We will dispose of any personal property found in your vehicle, unless you identify and claim such property within 31 days after this notice was mailed or delivered. If you wish to identify and claim your personal property, you may do so by contacting us at 888-441-2959 and we will provide you with the current location of the vehicle as well as the appropriate business hours. Thereafter, the property may be disposed of in the same manner as the motor vehicle and other collateral.

We are also sending this notice to the following other people who have an interest in your vehicle or who owe money under your agreement: N/A

Sincerely,
Citizens Automobile Finance, Inc.
Asset Disposition-Redemption Specialist
480 Jefferson Blvd, RJW500
Warwick, RI 02886
888-441-2959

Please note that this letter is designed to collect a debt and any information you provide may be used for that purpose. We have told a credit bureau about late payments, missed payments or other defaults on your account. This information may be reflected in your credit report.

NOTICE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THIS NOTICE IS INTENDED FOR INFORMATION PURPOSES ONLY AND IS NOT AN ATTEMPT TO COLLECT THE DEBT

May 24, 2010

DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE, PA 16858

Dear Customer:
You are hereby advised that because of your default under the terms of our retail installment contract for our loan account number 2719281970 our motor vehicle 2006 FORD F250
VIN 1FTNF21506EB63026 was lawfully repossessed and sold at a private auction on April 29, 2010.
The net proceeds of sale were figured this way: To the extent permitted by law, charges for taking, storing, cleaning, selling the vehicle and other charges permitted by law were subtracted from the selling price. The remaining proceeds were then applied to the outstanding loan balance. Please see detail below.

Principal Balance on Contract prior to repossession:	31,552.94
Interest:	5,572.95
Late Charges:	0.00
Current Balance Due:	37,125.89
Repossession Fees:	350.00
Legal Fees:	0.00
Other Charges: Auction Fee & Other Expenses:	558.50
Total Expenses:	908.50
Total Net Due Prior To Credits:	38,034.39
Sale Proceeds:	17,700.00
Other Credits:	0.00
Total Credits:	17,700.00
Remaining Deficiency Due:	20,334.39

According to applicable State law and you Contract, if the sale proceeds are not sufficient to pay off your obligations to us under the Contract, where permitted and as long as a petition in bankruptcy has not been filed, you shall be liable for any deficiency.

If applicable, please contact us at 800-720-2443 immediately to make arrangements for prompt payment. If suitable arrangements are not made within the (5) business days, legal proceedings, as permitted by law may be instituted against you.

Sincerely,

Asset Recovery Department
480 Jefferson Boulevard, RJE-110
Warwick, R.I. 02886

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

PLEASE NOTE THAT THIS LETTER IS DESIGNED TO COLLECT A DEBT AND ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. HOWEVER: IF YOU ARE CURENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD THEN NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of Defendant's Pre-trial statement by first-class mail, postage prepaid, on the 9 day of July, 2010, upon the following:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Anthony S. Guido, Esquire
Hanak, Guido & Taladay
P.O. Box 487
Dubois, PA 15801

Richard H. Milgrub, Esquire
211 N. Second Street
Clearfield, PA 16830-2538

Peter F. Smith, Esquire
30 S. 2nd Street
P.O. Box 130
Clearfield, PA 16830

By: _____
James C. Warmbrodt, Esquire

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

No. 2007-908-CD

TYPE OF PLEADING:

DEFENDANT'S PRE-TRIAL STATEMENT

FILED ON BEHALF OF:
Defendant, Citizens Auto Finance Corp.

COUNSEL OF RECORD OF THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

RECEIVED
JUL 12 2010
Court Administrator's
Office

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

DEFENDANT'S PRE-TRIAL STATEMENT

AND NOW, comes the Defendant, Citizens Auto Finance Corp., by and through its counsel, James C. Warmbrodt, Esquire, and Weltman, Weinberg & Reis Co., L.P.A., and files the following Pre-Trial Statement:

I. NARRATIVE STATEMENT OF THE CASE

Plaintiff initiated the within action on June 8, 2007 by the filing of a Complaint against the above-named Defendants (hereinafter "Rider" and "Citizens", respectively). Citizens filed an Answer in the within action containing a two-count Counterclaim, the first count seeking to recover from the Plaintiff its collateral, a 2006 Ford Truck, the second seeking to recover from Plaintiff the unpaid balance due under the contract for the purchase and financing of that vehicle.

Pursuant to the Court's Order of May 14, 2009, Citizens' Motion for Summary Judgment was granted in part and denied in part. The order of May 14, 2009 dismissed all of the Plaintiff's claims against Citizens. The court denied Citizens' motion for summary judgment as to its counterclaims.

By its order of July 20, 2009, the Court granted Citizens' motion to bifurcate the remaining actions in this matter, and referred Citizens' counterclaims for trial before a panel of arbitrators.

By its order of July 20, 2009, the Court granted Citizens' motion for the issuance of a writ of seizure directing the sheriff to take possession of the 2006 Ford truck.

By its order of February 18, 2010, the Court granted Citizens' petition pursuant to Pa. R.C.P. 1081, and directed the Plaintiff to deliver the 2006 Ford truck to the sheriff within 7 days from the date of the order.

The only matter to be tried before the panel of arbitrators is the amount remaining due under the Contract (Count II of the counterclaim).

II. STATEMENT OF THE FACTS

1. Citizens is the holder of a Retail Installment Contract and Security Agreement dated December 30, 2006.
2. Pursuant to the Retail Installment Contract, Nearhood took possession of the 2006 Ford Truck.
3. Citizens maintained a first lien on the vehicle.

4. Pursuant to the Contract, Nearhood was to make eighty-four (84) consecutive monthly payments of $349.88 beginning January 29, 2007.

5. Nearhood has admitted in his pleadings that he maintained possession of the vehicle from December 30, 2006 until his surrender of the vehicle on or about February 26, 2010 without ever having made a single payment to Citizens pursuant to the Contract.

6. The balance owed by Nearhood pursuant to the contract as of March 10, 2010 was $36,737.43.

7. The truck was sold at auction on April 29, 2010 for $17,700.00.

8. After subtracting the net proceeds from the sale of its collateral, the amount due Citizens by Nearhood as of May 24, 2010 was $20,334.39.

III. WITNESSES

1. David Nearhood

2. Any witnesses listed in Plaintiff's pre-trial statement.

IV. DAMAGES

Citizens seeks damages in the amount of $20,334.39, plus costs.

In support of its claim for damages, Citizens has attached the following documents:

1. Retail Installment Contract, dated December 30, 2006;

2. Notice of Repossession, dated March 11, 2010;

3. Explanation of calculation of deficiency balance, dated May 24, 2010.

Respectfully Submitted:

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:_____

James C. Warmbrodt, Esquire
PA I.D.# 42524
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

Citizens Automobile Finance Corp.

RETAIL INSTALLMENT CONTRACT

PA

12/30/2006

Dealer Number: _____

Buyer: DAVID L NEARHOOD 1223 OAK GROVE ROAD MORRISDALE PA 16858
(Print Full Name and Address of Principal Residence)

Co-Buyer: _____
(Print Full Name and Address of Principal Residence)

Creditor-Seller: RYDER FORD 1001 WALTON ST. PHILIPSBURG PA 16866
(Print Full Name and Address)

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee ("Assignee").

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW	2006	FORD TRUCK S-DTY F-250	REG CAB	S 1FTNF21506EB63026	

If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for ☒ personal, family or household, or ☐ business purposes.

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 6500.00
8.49%	$ 7287.42	$ 22102.50	$ 29389.92	$ 35889.92

PAYMENT SCHEDULE: Your payment schedule will be 84 monthly payments of $ 349.88 each, due on the same day of each month starting on 01/29/2007

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased.

LATE FEE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price of Vehicle (including any accessories, installation, services, repairs, taxes and other permitted costs):		$ 29389.92 (1)
2. Downpayment:		
A. Trade-in. Your Trade-in is a _____ (Year, Make, Model, VIN)		
Gross Allowance $ N/A less Amount Owing $ N/A equals Net Trade-in $ N/A		
(If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-in and enter excess as Prior Credit or Lease Balance in Item 4D)		
B. Cash Downpayment	$ 2000.00	
C. Manufacturer's Rebate Applied to Downpayment	$ 4500.00	
D. Total Downpayment (A plus B plus C)		$ 6500.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2D):		$ 22889.92 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf:		
A. Amounts Paid to Insurance Companies (Amounts paid to Insurance Companies as per insurance disclosures below):		
1. Optional Credit Life Insurance	$ N/A	
2. Optional Credit Accident and Health Insurance	$ N/A	
B. Amounts Paid to Public Officials:		
1. Government License and/or Registration Fees	$ 6.00	
2. Certificate of Title Fees	$ 22.50	
3. Lien Recording Fees	$ 6.00	
4. UCC Filing Fees	$ N/A	
5. Other (Specify)	$ N/A	
6. Other (Specify) PA TIRE TAX	$ 5.00	
C. Seller's Documentary Fee (not a governmental fee)	$ 55.00	
D. Other Charges (Describe who will receive payment and purpose)		
1. To N/A For Prior Credit or Lease Balance	$ N/A	
2. To N/A For N/A	$	
3. To N/A		

EXHIBIT 1

2. Certificate of Title Fees	$ 22.50
3. Lien Recording Fees	$ 5.00
4. UCC Filing Fees	$ N/A
5. Other (Specify)	$ N/A
6. Other (Specify) PA FERI TAX	$ 5.00
C. Seller's Documentary Fee (not a governmental fee)	$ 56.00
D. Other Charges (Describe who will receive payment and purpose)	
1. To N/A For Prior Credit or Lease Balance	$ N/A
2. To N/A For N/A	$ N/A
5. Amount Financed / Unpaid Balance (3 plus 4E)	$ 93.50 (4)
6. Finance Charge	$ 22102.50 (5)
7. Time Balance	$ 1287.42 (6)
	$ 23389.92 (7)

8. Payment Schedule: One payment of $ 359.80 and 59 payments of $ 349.88 each beginning 01/25/2007 and due on the dates shown in the PAYMENT SCHEDULE above.

To the extent permitted by applicable law, we may be receiving a portion of these amounts.

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth in Lending Disclosures Box shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th (1/366th in a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is $1.00 or more) after you make your last payment; we will refuse you of any additional amount owed (if it is $1.00 or more). There is a possibility that a supplemental payment of interest might be due if earlier payments were received after their due date.

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

N/A
Street and Town

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

Life ( ) Buyer ( ) Co-Buyer ... Both at a premium of $ N/A for a term of N/A

Credit life insurance will pay your debt on this Contract up to $ N/A

Disability, Accident and Health (Buyer Only) at a premium of $ N/A for a term of N/A

Credit disability, accident and health insurance will pay your debt on this Contract up to $ N/A

The name of the insurer is N/A of
Name Home Office Address

Buyer Signature Date Co-Buyer Signature Date

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

DUE TO THE PASSAGE OF THE "USA PATRIOT ACT" WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING

VERIFICATION OF CUSTOMER IDENTITY - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. In all cases, the protection of our customer's identity and confidentiality is our pledge to you.

The Annual Percentage Rate may be negotiable with the Creditor-Seller. The Creditor-Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER.
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

12/30/2006

Buyer Signs X _____ Co-Buyer Signs _____

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND A COPY OF THE CITIZENS FINANCIAL GROUP, INC. PRIVACY NOTICE AT THE TIME YOU SIGN THE CONTRACT.

X _____ 12-30-06

Buyer's Signature Date (Co) Buyer's Signature Date

Creditor-Seller Signs _____ Date

By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

OTHER IMPORTANT AGREEMENTS:

OWNERSHIP AND RISK OF LOSS: You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or missing. You agree not to sell, transfer, or remove the vehicle from the United States for more than 30 days without our written permission. You agree to maintain the vehicle in good condition and repair, except wear and tear caused by ordinary use. We may inspect the vehicle at any reasonable time. You will not expose the vehicle to misuse or confiscation or permit anyone to use the vehicle for any unlawful purpose. You will keep the vehicle free of any claims and seizures by any government authority. You will not rent the vehicle to others or carry passengers for hire. If we pay any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you will repay the amount when we ask for it. You will immediately notify us of any change in the address of your principal residence or the address where the vehicle is regularly located.

SECURITY INTEREST: You are giving us a security interest in: the vehicle being purchased; all proceeds of the vehicle; all accessions; and any attachments, accessories, or equipment affixed to the vehicle within ten days of this Contract. The security interest also covers: (1) insurance premiums returned to us; (2) proceeds of insurance policies on the vehicle, and (3) proceeds of any insurance policies on your life or health financed in this Contract. This security interest secures payment of all amounts you owe in this Contract and in any transfer, renewal, extension, modification, refinancing, or assignment of this Contract. It also secures your other agreements in this Contract. For purposes of this Contract, we agree to forego any security interest you may have given under another agreement which secures your obligation under this Contract. You will cause or cooperate in causing our security interest (lien) on the vehicle to be shown on the title. You will not allow any subordinate or other liens to be placed on the vehicle.

REQUIRED PHYSICAL DAMAGE INSURANCE: You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this Contract. You may obtain this insurance from any insurer you choose that is acceptable to us. You will make us loss payee and provide evidence of insurance. At any time during the term of this Contract, if you do not have physical damage insurance which covers both your and our interests in the vehicle, then we may buy it for you. If we do not buy physical damage insurance which covers both interests in the vehicle, we may, if we decide, buy insurance which covers only our interest, as permitted by applicable law.

We are under no obligation to buy any insurance, but may do so if we desire. If we buy either of these coverages, we will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a Finance Charge at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that we can use any insurance settlement either to repair the vehicle or to apply to your debt.

INSURANCE CHARGES RETURNED TO US: If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance covering only our interest in the vehicle. Any refund on optional insurance we obtain will be credited to your account or returned to you. Any insurance charges returned to us and credited to your account will be applied to as many of your installments as they will cover, beginning with the final installment.

SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT: You have the right to prepay this Contract in whole or in part at any time and you will not be charged a penalty for any such prepayment. If you are default, you may have the right to reinstate this Contract or if your property has been repossessed you may have the right under the law to receive back your property and to reinstate this Contract.

DEFAULT: You are in default if: (1) you fail to make a regularly scheduled installment payment when due; (2) any event occurs which substantially impairs the value of the vehicle; or (3) you breach any of your agreements or obligations under this Contract or if you die.

REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE: If you are in default, we can, upon written notice to you and subject to any right you may have to cure the default, demand that you pay all you owe on this Contract at once. If you fail to pay, you will be liable for interest at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law.

REPOSSESSION OF THE VEHICLE: Repossession means our taking the vehicle from you. If you are in default, we can repossess the vehicle upon written notice to you as required by law and subject to your rights to cure the default. To take the vehicle we can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal property in the vehicle, we will hold such property for the period required by law. If you fail to claim such personal property within such period, this property will be disposed of in the same manner as the vehicle. Any proceeds of such property will be applied to pay any amounts you still owe to us. Any accessories, equipment or replacement parts will remain with the vehicle.

GETTING THE VEHICLE BACK AFTER REPOSSESSION: If the vehicle has been repossessed, we may, but are not required to, allow you to reinstate this Contract and return the vehicle to you provided that you pay all past due installments, accrued late charges and agree with us on mutually satisfactory arrangements, and, if default at the time of repossession exceeded 15 days, also pay us expenses of retaking, repairing and storage authorized by law. If we do not allow you to reinstate this Contract, you may redeem the vehicle and end the Contract by payment of either of the following amounts, as applicable: (i) when default at the time of repossession was less than 15 days, the unpaid time balance plus any accrued default charges authorized by law plus any other amounts lawfully due under this Contract, excluding costs of retaking, repairing and storage; or (ii) when default at the time of repossession exceeded 15 days, the unpaid time balance, plus any accrued default charges authorized by law, plus costs of retaking, repairing, repossession and storing authorized by law, plus any other amount lawfully due under the Contract. Your right to redeem will end when the vehicle is sold, or [illegible].

SALE OF THE REPOSSESSED VEHICLE: We will send you a written notice of sale within the time period required by law before selling the vehicle. If you do not redeem the vehicle by the date on this notice, we can sell it at a public or private sale. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of sale will be figured this way: Any charges permitted by law for retaking, storing and repairing the vehicle, and any other charges permitted by law will be subtracted from the selling price. If you owe us more than the net proceeds of sale, you will pay us the deficiency. In any action we bring for a deficiency, you are entitled to have the reasonable value of the vehicle at the time of resale determined by the court, and if the value determined by the court is higher than the resale price, the higher value will be credited to the amounts you owe us. If you owe us less than the net proceeds of sale, we owe you the difference, unless someone else has an interest in the vehicle. For example, we may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, to the extent allowed by law you will pay us the difference between the net proceeds of sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to this Contract, until you do pay all you owe to us.

COLLECTION COSTS: If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorneys' reasonable fees and any court costs to the extent permitted by law.

LATE CHARGE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment. The late charge may be computed on the basis of a full calendar month for any fractional month period in excess of 10 days.

RETURNED CHECK FEE: To the extent permitted by law, you agree to pay those costs we actually incur and do not retain in connection with a check you give us that is returned for non-sufficient funds.

DELAY IN ENFORCING RIGHTS AND CHANGES OF THIS CONTRACT: We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, we can extend the time for making some payments without extending others. Any change in terms of this Contract must be in writing and signed by us. No oral changes are binding. If any provision of this Contract conflicts with applicable law, it will be considered modified to comply with that law and the remaining provisions shall continue.

WARRANTIES SELLER DISCLAIMS: You understand that the Seller is not offering any express warranties unless the Seller extends a written warranty. This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

RIGHT TO OFFSET: To the extent permitted by operation of law, if you are in default, we can subject to your right to cure the default, pay all or part of the amounts owed under this Contract from any deposits or funds that you have with us without telling you ahead of time.

CREDIT INFORMATION: You agree that we or our affiliate providing servicing or to whom this contract may be assigned may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application and any update, renewal, refinancing, modification or extension of this Contract. If you ask, you will be told the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify employment, pay, assets and debts. Anyone receiving a copy of this is authorized to provide us with such information. You agree that, to the extent permitted by law and as disclosed in our privacy notice, we, our assignee, any of our affiliates, and others may exchange credit, account and financial information about you.

NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

GOVERNING LAW: This Contract is governed by the law of Pennsylvania, and is the entire agreement between you and us.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of [illegible] agree to pay all reasonable

...WHICH THE DEBTOR SHALL ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of Buyer and Co-Buyer under the above Retail Installment Contract ("the Contract"), accept all provisions of the Contract and agree to pay all reasonable collection expenses and attorneys' reasonable fees incurred in enforcing this guaranty. Undersigned hereby waive demand for payment, notice of nonpayment and notice of acceptance of this guaranty and consent to extensions of time of payment and other indulgences, including, without limitation, release of any guarantor of the Contract or release of the vehicle which is collateral for performance of the obligations of Buyer and Co-Buyer, which may be granted to Buyer and Co-Buyer or any guarantor of the Contract without notice to undersigned and whether or not (and before or after) repossession has been made or undertaken and whether or not suit has been brought against Buyer or Co-Buyer or any guarantor of the Contract. Undersigned shall be primarily and jointly and severally liable with Buyer and Co-Buyer for full performance of Buyer's and Co-Buyer's obligations under the Contract.

SIGNATURES (Sign Full Name in Ink): Date:

_____ _____ (Seal) _____
Witness Guarantor Address

_____ _____ (Seal) _____
Witness Guarantor Address

SELLER'S ASSIGNMENT

Seller sells and assigns to the Assignee named below all of its right, title and interest in this Retail Installment Contract ("Contract"). Seller represents, warrants and covenants to Assignee that: (a)(i) no statements made or furnished to Assignee by Buyer or any Co-Buyer (collectively "Buyer"), Seller or any other person are untrue or incomplete; (ii) Buyer has not financed the down payment of the Vehicle described in the Contract ("the Vehicle"); (iii) Buyer is a bona fide applicant having legal capacity to enter into the Contract; (iv) the signature of the Buyer on all documents is genuine; and (v) the amount stated in the Contract to be due will in fact be due and payable at the time or times provided therein free of any claims, defenses, setoffs or counterclaims; (b) Seller has verified Buyer's identification; (c) The down payment for the Vehicle is paid in full with negotiable funds; (d) Seller has sold the Vehicle and the proceeds of the Contract are to be used to pay for such Vehicle and related items; (e) Seller had indefeasible title to the Vehicle immediately prior to the purchase by Buyer, and the right and authority to sell the Vehicle to Buyer, free and clear of all liens and encumbrances; (f) Seller warrants that the Vehicle is not a grey market or altered vehicle and is not salvaged, rebuilt or reconstructed from a total loss or otherwise materially impaired and the title to the Vehicle does not reflect such and the odometer statement executed by the Seller in connection with the Vehicle does not indicate true mileage unknown; (g) Seller has the authority to assign the Contract to Assignee free and clear of all liens and encumbrances; (h) Seller will secure and perfect for Assignee a security interest in the Vehicle free and clear of all liens or encumbrances, and deliver to Assignee evidence satisfactory to Assignee of such security interest within six months of the date of the Contract; (i) The description of the Vehicle is true and complete in the Contract and the Vehicle will be or has been duly delivered to and accepted without revocation by Buyer; (j) insurance or other coverage provided or arranged by Seller does not violate any applicable law or regulation and insurance documentation and rebates of unearned premiums, if any, will be delivered to Buyer within the time required by law; (k) The Vehicle is insured by a company acceptable to Assignee against fire, theft and collision, Assignee is loss payee and written evidence of such insurance has been or will promptly be provided to Assignee; (l) All optional credit insurance sold by Seller to Buyer is for the full term of the Contract and is limited to coverage of Buyer; (m) Seller has provided Buyer with a completed Contract and any other document as required by applicable law, and the information filled in thereon by Seller is accurate; (n) Seller is licensed to the extent required by law; (o) Seller has complied with all applicable transaction reporting requirements including, without limitation, the requirement under Section 6050I of the Internal Revenue Code as may be amended from time to time to report cash receipts of more than $10,000, and its implementing regulations; (p) Seller has complied with Assignee's procedures regarding the Fair Credit Reporting Act (FCRA) and Equal Credit Opportunity Act (ECOA) including, but not limited to, the following: (i) Seller has only submitted to Assignee credit information on Buyer after Buyer's signatures were first obtained on a credit application acceptable to Assignee ("Application"); (ii) Seller has not submitted any credit information on any individual whose signature does not appear on the application; (iii) Seller has advised Buyer that his/her Application has been submitted to Assignee at Assignee's current address; and (iv) Seller has advised Buyer that credit was approved by Assignee; (q) Seller has complied with all requirements of the FCRA and ECOA and all other federal, state and local laws, rules and regulations applicable to the extension of credit and consumer protection or otherwise applicable to the sale of the Vehicle including, without limitation, the requirements to provide Buyer with a foreign translation of the Contract; (r) Seller will promptly forward to the proper authorities all federal, state and local fees and taxes due in connection with the sale of the Vehicle; (s) Seller does not charge Buyer for filing fees or other costs paid by Seller to public officials to perfect Assignee's security interest in the Vehicle, except where allowed by law, nor does Seller make any type of charge, including documentary or processing charges, which Seller does not make in any other cash transaction; (t) Assignee shall have the right, but not the obligation, to inspect Seller's books, financial documents and other business records relating to this assignment or this Contract at Seller's place of business during Seller's normal business hours; and (u) upon request by Assignee, Seller shall promptly submit to Assignee signed financial statements of Seller's business, to include balance sheets, cash flow statements, profit and loss statements and such other information required by Assignee.

Each of these warranties, representations and covenants is material to Assignee's acceptance of this Contract. If any of them is breached or is erroneous, Seller unconditionally promises to accept reassignment of this Contract, without recourse against Assignee, and to pay Assignee, upon demand (1) the unpaid balance of the Contract as determined by Assignee, (2) all losses and expenses incurred by Assignee as a result of such breach or untruth, and (3) out-of-pocket expenses paid or incurred by Assignee in connection with the collection of any amount due under the Contract, including attorneys' fees and costs of litigation, whether by or against Assignee, and expenses with respect to repossessing, storing, repairing and selling the Vehicle. In addition, Seller agrees to indemnify Assignee in the manner and to the extent specified in the preceding sentence if the Assignee suffers a loss or expense in any judicial or administrative proceeding because of any claim or defense asserted against Assignee as a result of any act or omission on the part of Seller. If this Contract is rescinded by court order, Seller shall pay Assignee the amount specified above.

Seller shall be liable even if a waiver, compromise, settlement or variation of the terms of the Contract releases the Buyer.

The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. Seller waives notice of acceptance of this guarantee and assignment and notices of non-payment and non-performance.

This assignment is without recourse against Seller except as provided above and/or in another agreement, if any, between Seller and Assignee relating to the financing of retail installment contracts.

Assigned to: Citizens Automobile Finance Corp. ("Assignee")

VIA CERTIFIED MAIL

DATE: 3/11/10
DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE, PA 16858

ACCOUNT NUMBER: 2719281970
COLLATERAL: 2006 FORD F250
VIN#: 1FTNF21506EB63026

NOTICE OF REPOSSESSION, REDEMPTION RIGHTS AND
DEFICIENCY BALANCE OBLIGATION UNDER STATE LAW

We repossessed your [2006 FORD F250 VIN# 1FTNF21506EB63026] due to your default of nonpayment under the terms of our Retail Installment Contract for loan account number [2719281970], dated 12/30/06. This unit is currently being stored at:

KELLER'S RECOVERY SERVICE - TYRONE PA 16686

You may redeem the vehicle by paying the entire amount you owe on the Contract (not just past due payments) plus, to the extent permitted by law, the cost of taking and storing the vehicle, and other expenses that we have incurred. As of this date, you may redeem the vehicle by paying all of the following total dollar amounts:

Principal	$22102.50
Interest*	$6009.93
Late Charges	$28.00
Other Fees	$8317.00
Repossession Expenses**	$280.00
Total amount required to REDEEM (as of 03/10/10)	$36737.43

We may allow a one-time reinstatement of your Contract over the lifetime of your loan. If so, you may reinstate your Contract and regain possession of the vehicle by curing any payment or other default(s) and paying, to the extent permitted by law, the cost of taking and storing the vehicle, and any other expenses that we have incurred. As of this date, you may reinstate the Contract by paying all of the following total dollar amounts:

Past Due Payments (includes principal and interest)	$13295.44
Late Charges	$28.00
Other Fees	$8317.00
Repossession Expenses**	$280.00
Total amount required to REINSTATE (as of [3/10/10])	$21920.44

*(additional interest will be charged at a rate of [$5.14] per day beyond the date of this letter.)
**(only if your default exceeded 15 days at the time of repossession.)

The total dollar amounts listed above may change after the date of this letter, and other fees may be charged by the storage agent. You may contact this department by phone at 888-441-2959 or send a written request to the address listed below to obtain the exact amount owed in order to redeem or reinstate the vehicle, or to obtain additional information about your loan. If you want us to explain in writing how we have figured these amounts, you may call this department at 888-441-2959 or write to the address listed below and request a written explanation. We will charge you $10.00 for the explanation if we sent you a written explanation of the amount you owe us within the last six months. **You may make payment or serve notice to Citizens Automobile Finance, Inc. at the address below.**

If you do not redeem or reinstate the vehicle within fifteen (15) days following the posting of this notice, we will sell the vehicle at a private sale. A sale could include a lease or license. If you need more information about the sale, call us at 888-441-2959, or write us at the address listed below. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of the sale will be figured this way: any charges for taking, storing, cleaning, advertising and selling the vehicle, any attorney's reasonable fees, court costs and any other charges permitted by law will be subtracted from the selling price. If you owe us less than the net proceeds of the sale, we owe you the difference, unless someone else has an interest in the vehicle.

If you owe more than the net proceeds of the sale, to the extent allowed by law and IF YOU HAVE NOT FILED FOR A PETITION IN BANKRUPTCY, you will pay us the difference between the net proceeds of the sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to the Contract, until you do pay all you owe us.

In accordance with our agreement with you, we are providing you notice of your right to claim tangible personal property discovered in the vehicle after repossession. We will dispose of any personal property found in your vehicle, unless you identify and claim such property within 31 days after this notice was mailed or delivered. If you wish to identify and claim your personal property, you may do so by contacting us at 888-441-2959 and we will provide you with the current location of the vehicle as well as the appropriate business hours. Thereafter, the property may be disposed of in the same manner as the motor vehicle and other collateral.

We are also sending this notice to the following other people who have an interest in your vehicle or who owe money under your agreement: N/A

Sincerely,
Citizens Automobile Finance, Inc.
Asset Disposition-Redemption Specialist
480 Jefferson Blvd, RJW500
Warwick, RI 02886
888-441-2959

Please note that this letter is designed to collect a debt and any information you provide may be used for that purpose. We have told a credit bureau about late payments, missed payments or other defaults on your account. This information may be reflected in your credit report.

NOTICE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THIS NOTICE IS INTENDED FOR INFORMATION PURPOSES ONLY AND IS NOT AN ATTEMPT TO COLLECT THE DEBT

May 24, 2010

DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE, PA 16858

Dear Customer:
You are hereby advised that because of your default under the terms of our retail installment contract for our loan account number 2719281970 our motor vehicle 2006 FORD F250
VIN 1FTNF21506EB63026 was lawfully repossessed and sold at a private auction on April 29, 2010.
The net proceeds of sale were figured this way: To the extent permitted by law, charges for taking, storing, cleaning, selling the vehicle and other charges permitted by law were subtracted from the selling price. The remaining proceeds were then applied to the outstanding loan balance. Please see detail below.

Principal Balance on Contract prior to repossession:	31,552.94
Interest:	5,572.95
Late Charges:	0.00
Current Balance Due:	37,125.89
Repossession Fees:	350.00
Legal Fees:	0.00
Other Charges: Auction Fee & Other Expenses:	558.50
Total Expenses:	908.50
Total Net Due Prior To Credits:	38,034.39
Sale Proceeds:	17,700.00
Other Credits:	0.00
Total Credits:	17,700.00
Remaining Deficiency Due:	20,334.39

According to applicable State law and you Contract, if the sale proceeds are not sufficient to pay off your obligations to us under the Contract, where permitted and as long as a petition in bankruptcy has not been filed, you shall be liable for any deficiency.

If applicable, please contact us at 800-720-2443 immediately to make arrangements for prompt payment. If suitable arrangements are not made within the (5) business days, legal proceedings, as permitted by law may be instituted against you.

Sincerely,

Asset Recovery Department
480 Jefferson Boulevard, RJE-110
Warwick, R.I. 02886

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

PLEASE NOTE THAT THIS LETTER IS DESIGNED TO COLLECT A DEBT AND ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. HOWEVER: IF YOU ARE CURENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD THEN NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of Defendant's Pre-trial statement by first-class mail, postage prepaid, on the 9 day of July, 2010, upon the following:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Anthony S. Guido, Esquire
Hanak, Guido & Taladay
P.O. Box 487
Dubois, PA 15801

Richard H. Milgrub, Esquire
211 N. Second Street
Clearfield, PA 16830-2538

Peter F. Smith, Esquire
30 S. 2nd Street
P.O. Box 130
Clearfield, PA 16830

By: _____
James C. Warmbrodt, Esquire

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

No. 2007-908-CD

TYPE OF PLEADING:

DEFENDANT'S PRE-TRIAL STATEMENT

FILED ON BEHALF OF:
Defendant, Citizens Auto Finance Corp.

COUNSEL OF RECORD OF THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

RECEIVED
JUL 12 2010
Court Administrator's
Office

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

DEFENDANT'S PRE-TRIAL STATEMENT

AND NOW, comes the Defendant, Citizens Auto Finance Corp., by and through its counsel, James C. Warmbrodt, Esquire, and Weltman, Weinberg & Reis Co., L.P.A., and files the following Pre-Trial Statement:

I. NARRATIVE STATEMENT OF THE CASE

Plaintiff initiated the within action on June 8, 2007 by the filing of a Complaint against the above-named Defendants (hereinafter "Rider" and "Citizens", respectively). Citizens filed an Answer in the within action containing a two-count Counterclaim, the first count seeking to recover from the Plaintiff its collateral, a 2006 Ford Truck, the second seeking to recover from Plaintiff the unpaid balance due under the contract for the purchase and financing of that vehicle.

Pursuant to the Court's Order of May 14, 2009, Citizens' Motion for Summary Judgment was granted in part and denied in part. The order of May 14, 2009 dismissed all of the Plaintiff's claims against Citizens. The court denied Citizens' motion for summary judgment as to its counterclaims.

By its order of July 20, 2009, the Court granted Citizens' motion to bifurcate the remaining actions in this matter, and referred Citizens' counterclaims for trial before a panel of arbitrators.

By its order of July 20, 2009, the Court granted Citizens' motion for the issuance of a writ of seizure directing the sheriff to take possession of the 2006 Ford truck.

By its order of February 18, 2010, the Court granted Citizens' petition pursuant to Pa. R.C.P. 1081, and directed the Plaintiff to deliver the 2006 Ford truck to the sheriff within 7 days from the date of the order.

The only matter to be tried before the panel of arbitrators is the amount remaining due under the Contract (Count II of the counterclaim).

II. STATEMENT OF THE FACTS

1. Citizens is the holder of a Retail Installment Contract and Security Agreement dated December 30, 2006.
2. Pursuant to the Retail Installment Contract, Nearhood took possession of the 2006 Ford Truck.
3. Citizens maintained a first lien on the vehicle.

4. Pursuant to the Contract, Nearhood was to make eighty-four (84) consecutive monthly payments of $349.88 beginning January 29, 2007.

5. Nearhood has admitted in his pleadings that he maintained possession of the vehicle from December 30, 2006 until his surrender of the vehicle on or about February 26, 2010 without ever having made a single payment to Citizens pursuant to the Contract.

6. The balance owed by Nearhood pursuant to the contract as of March 10, 2010 was $36,737.43.

7. The truck was sold at auction on April 29, 2010 for $17,700.00.

8. After subtracting the net proceeds from the sale of its collateral, the amount due Citizens by Nearhood as of May 24, 2010 was $20,334.39.

III. WITNESSES

1. David Nearhood

2. Any witnesses listed in Plaintiff's pre-trial statement.

IV. DAMAGES

Citizens seeks damages in the amount of $20,334.39, plus costs.

In support of its claim for damages, Citizens has attached the following documents:

1. Retail Installment Contract, dated December 30, 2006;

2. Notice of Repossession, dated March 11, 2010;

3. Explanation of calculation of deficiency balance, dated May 24, 2010.

Respectfully Submitted:

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:_____

James C. Warmbrodt, Esquire
PA I.D.# 42524
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

Citizens Automobile Finance Corp.

RETAIL INSTALLMENT CONTRACT

PA

12/30/2006

Dealer Number: _____

Buyer: DAVID L NEARHOOD 1223 OAK GROVE ROAD MORRISDALE PA 16858
(Print Full Name and Address of Principal Residence)

Co-Buyer: _____
(Print Full Name and Address of Principal Residence)

Creditor-Seller: RIDER FORD 1001 WALTON ST PHILIPSBURG PA 16866
(Print Full Name and Address)

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee ("Assignee").

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW	2006	FORD TRUCK S-DTY F-250	REG CAB	1FTNF21506EB63026	

If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for [X] personal, family or household, or [ ] business purposes.

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 6500.00
8.48%	$ 7287.42	$ 22102.50	$ 29389.92	$ 35889.92

PAYMENT SCHEDULE: Your payment schedule will be 84 monthly payments of $ 349.88 each, due on the same day of each month starting on 01/29/2007

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased.

LATE FEE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price of Vehicle (including any accessories, installation, services, repairs, taxes and other permitted costs): $ 29889.00 (1)
2. Downpayment:
   A. Trade-in. Your Trade-in is a _____ Year _____ Make _____ Model _____ VIN _____ State _____
   Gross Allowance $ N/A Less Amount Owing $ N/A Equals Net Trade-in $ N/A
   (If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-in and enter excess as Prior Credit or Lease Balance in Item 4D)
   B. Cash Downpayment $ 2000.00
   C. Manufacturer's Rebate Applied to Downpayment $ 4500.00
   D. Total Downpayment (A plus B plus C) $ 6500.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2D): $ 22009.00 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf:
   A. Amounts Paid to Insurance Companies (Amounts paid to Insurance Companies as per insurance disclosures below):
      1. Optional Credit Life Insurance $ N/A
      2. Optional Credit Accident and Health Insurance $ N/A
   B. Amounts Paid to Public Officials:
      1. Government License and/or Registration Fees $ 5.00
      2. Certificate of Title Fees $ 22.50
      3. Lien Recording Fees $ 5.00
      4. UCC Filing Fees $ N/A
      5. Other (Specify) $ N/A
      6. Other (Specify) PA TIRE TAX $ 5.00
   C. Seller's Documentary Fee (not a governmental fee) $ 55.00
   D. Other Charges (Describe who will receive payment and purpose)
      1. To N/A For Prior Credit or Lease Balance $ N/A
      2. To N/A For N/A $ N/A
      3. To N/A

EXHIBIT 1

2. Certificate of Title Fees	$	22.50
3. Lien Recording Fees	$	5.00
4. UCC Filing Fees	$	N/A
5. Other (Specify)	$	N/A
6. Other (Specify) PA FIRE TAX	$	5.00
C. Seller's Documentary Fee (not a governmental fee)	$	55.00
D. Other Charges (Describe who will receive payment and purpose)		
1. To N/A For Prior Credit or Lease Balance	$	N/A
2. To N/A For N/A	$	N/A
5. Amount Financed / Unpaid Balance (3 plus 4E):	$	93.50 (4)
6. Finance Charge	$	22102.50 (5)
7. Time Balance	$	7287.42 (6)
	$	29389.92 (7)

8. Payment Schedule: One payment of $ 349.85 and 83 payments of $ 349.83 each, beginning 01/25/2007 and due on the dates shown in the PAYMENT SCHEDULE above.

*To the extent permitted by applicable law, we may be receiving a portion of these amounts.

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth In Lending Disclosure Box shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th (1/366th in a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is $1.00 or more) after you make your last payment; we will refuse you of any additional amount owed (if it is $1.00 or more). There is a possibility that a supplemental payment of interest might be due if earlier payments were received after their due date.

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

N/A
(Street and Town)

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

Life ( ) Buyer ( ) Co-Buyer ... Bodily at a premium of $ N/A for a term of N/A

Credit life insurance will pay your debt on this Contract up to $ N/A

( ) Disability, Accident and Health (Buyer Only) at a premium of $ N/A for a term of N/A

Credit disability, accident and health insurance will pay your debt on this Contract up to $ N/A

The name of the insurer is N/A of
(Name) (Home Office Address)

Buyer Signature Date Co-Buyer Signature Date

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

DUE TO THE PASSAGE OF THE "USA PATRIOT ACT" WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING

VERIFICATION OF CUSTOMER IDENTITY - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. In all cases, the protection of our customer's identity and confidentiality is our pledge to you.

The Annual Percentage Rate may be negotiable with the Creditor-Seller. The Creditor-Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER.
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

12/30/2006

Buyer Signs X _____ Co-Buyer Signs _____

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND A COPY OF THE CITIZENS FINANCIAL GROUP, INC. PRIVACY NOTICE AT THE TIME YOU SIGN THE CONTRACT.

X _____ 12-30-06

Buyer's Signature Date (Co-Buyer's Signature) Date

Creditor-Seller Signs _____ Date

By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

OTHER IMPORTANT AGREEMENTS:

OWNERSHIP AND RISK OF LOSS: You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or missing. You agree not to sell, transfer, or remove the vehicle from the United States for more than 30 days without our written permission. You agree to maintain the vehicle in good condition and repair, except wear and tear caused by ordinary use. We may inspect the vehicle at any reasonable time. You will not expose the vehicle to misuse or confiscation or permit anyone to use the vehicle for any unlawful purpose. You will keep the vehicle free of any claims and seizures by any government authority. You will not rent the vehicle to others or carry passengers for hire. If we pay any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you will repay the amount when we ask for it. You will immediately notify us of any change in the address of your principal residence or the address where the vehicle is regularly located.

SECURITY INTEREST: You are giving us a security interest in: the vehicle being purchased; all proceeds of the vehicle; all accessions; and any attachments, accessories, or equipment affixed to the vehicle within ten days of this Contract. The security interest also covers: (1) insurance premiums returned to us; (2) proceeds of insurance policies on the vehicle, and (3) proceeds of any insurance policies on your life or health financed in this Contract. This security interest secures payment of all amounts you owe in this Contract and in any transfer, renewal, extension, modification, refinancing, or assignment of this Contract. It also secures your other agreements in this Contract. For purposes of this Contract, we agree to forego any security interest you may have given under another agreement which secures your obligation under this Contract. You will cause or cooperate in causing our security interest (lien) on the vehicle to be shown on the title. You will not allow any subordinate or other liens to be placed on the vehicle.

REQUIRED PHYSICAL DAMAGE INSURANCE: You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this Contract. You may obtain this insurance from any insurer your choose that is acceptable to us. You will make us loss payees and provide evidence of insurance. At any time during the term of this Contract, if you do not have physical damage insurance which covers both your and our interests in the vehicle, then we may buy it for you. If we do not buy physical damage insurance which covers both interests in the vehicle, we may, if we decide, buy insurance which covers only our interest, as permitted by applicable law.

We are under no obligation to buy any insurance, but may do so if we desire. If we buy either of these coverages, we will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a Finance Charge at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that we can use any insurance settlement either to repair the vehicle or to apply to your debt.

INSURANCE CHARGES RETURNED TO US: If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance covering only our interest in the vehicle. Any refund on optional insurance we obtain will be credited to your account or returned to you. Any insurance charges returned to us and credited to your account will be applied to as many of your installments as they will cover, beginning with the final installment.

SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT: You have the right to prepay this Contract in whole or in part at any time and you will not be charged a penalty for any such prepayment. If you are default, you may have the right to reinstate this Contract or if your property has been repossessed you may have the right under the law to receive back your property and to reinstate this Contract.

DEFAULT: You are in default if: (1) you fail to make a regularly scheduled installment payment when due; (2) any event occurs which substantially impairs the value of the vehicle; or (3) you breach any of your agreements or obligations under this Contract or if you die.

REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE: If you are in default, we can, upon written notice to you and subject to any right you may have to cure the default, demand that you pay all you owe on this Contract at once. If you fail to pay, you will be liable for interest at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law.

REPOSSESSION OF THE VEHICLE: Repossession means our taking the vehicle from you. If you are in default, we can repossess the vehicle upon written notice to you as required by law and subject to your rights to cure the default. To take the vehicle we can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal property in the vehicle, we will hold such property for the period required by law. If you fail to claim such personal property within such period, this property will be disposed of in the same manner as the vehicle. Any proceeds of such property will be applied to pay any amounts you still owe to us. Any accessories, equipment or replacement parts will remain with the vehicle.

GETTING THE VEHICLE BACK AFTER REPOSSESSION: If the vehicle has been repossessed, we may, but are not required to, allow you to reinstate this Contract and return the vehicle to you provided that you pay all past due installments, accrued late charges and agree with us on mutually satisfactory arrangements, and, if default at the time of repossession exceeded 15 days, also pay us expenses of retaking, repairing and storage authorized by law. If we do not allow you to reinstate this Contract, you may redeem the vehicle and end the Contract by payment of either of the following amounts, as applicable: (i) when default at the time of repossession was less than 15 days, the unpaid time balance plus any accrued default charges authorized by law plus any other amounts lawfully due under this Contract, excluding costs of retaking, repairing and storage; or (ii) when default at the time of repossession exceeded 15 days, the unpaid time balance, plus any accrued default charges authorized by law, plus costs of retaking, repairing, repossession and storing authorized by law, plus any other amount lawfully due under the Contract. Your right to redeem will end when the vehicle is sold.

SALE OF THE REPOSSESSED VEHICLE: We will send you a written notice of sale within the time period required by law before selling the vehicle. If you do not redeem the vehicle by the date on the notice, we can sell it at a public or private sale. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of sale will be figured this way: Any charges permitted by law for retaking, storing and repairing the vehicle, and any other charges permitted by law will be subtracted from the selling price. If you owe us more than the net proceeds of sale, you will pay us the deficiency. In any action we bring for a deficiency, you are entitled to have the reasonable value of the vehicle at the time of resale determined by the court, and if the value determined by the court is higher than the resale price, the higher value will be credited to the amounts you owe us. If you owe us less than the net proceeds of sale, we owe you the difference, unless someone else has an interest in the vehicle. For example, we may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, to the extent allowed by law you will pay us the difference between the net proceeds of sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to this Contract, until you do pay all you owe to us.

COLLECTION COSTS: If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorneys' reasonable fees and any court costs to the extent permitted by law.

LATE CHARGE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment. The late charge may be computed on the basis of a full calendar month for any fractional month period in excess of 10 days.

RETURNED CHECK FEE: To the extent permitted by law, you agree to pay those costs we actually incur and do not retain in connection with a check you give us that is returned for non-sufficient funds.

DELAY IN ENFORCING RIGHTS AND CHANGES OF THIS CONTRACT: We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, we can extend the time for making some payments without extending others. Any change in terms of this Contract must be in writing and signed by us. No oral changes are binding. If any provision of this Contract conflicts with applicable law, it will be considered modified to comply with that law and the remaining provisions shall continue.

WARRANTIES SELLER DISCLAIMS: You understand that the Seller is not offering any express warranties unless the Seller extends a written warranty. This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

RIGHT TO OFFSET: To the extent permitted by operation of law, if you are in default, we can subject to your right to cure the default, pay all or part of the amounts owed under this Contract from any deposits or funds that you have with us without telling you ahead of time.

CREDIT INFORMATION: You agree that we or our affiliate providing servicing or to whom this contract may be assigned may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application and any update, renewal, refinancing, modification or extension of this Contract. If you ask, you will be told the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify employment, pay, assets and debts. Anyone receiving a copy of this is authorized to provide us with such information. You agree that, to the extent permitted by law and as disclosed in our privacy notice, we, our assignee, any of our affiliates, and others may exchange credit, account and financial information about you.

NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

GOVERNING LAW: This Contract is governed by the law of Pennsylvania, and is the entire agreement between you and us.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of [illegible] accept all provisions of the Contract and agree to pay all reasonable

...WHICH THE DEBTOR SHALL ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of Buyer and Co-Buyer under the above Retail Installment Contract ("the Contract"), accept all provisions of the Contract and agree to pay all reasonable collection expenses and attorneys' reasonable fees incurred in enforcing this guaranty. Undersigned hereby waive demand for payment, notice of nonpayment and notice of acceptance of this guaranty and consent to extensions of time of payment and other indulgences, including, without limitation, release of any guarantor of the Contract or release of the vehicle which is collateral for performance of the obligations of Buyer and Co-Buyer, which may be granted to Buyer and Co-Buyer or any guarantor of the Contract without notice to undersigned and whether or not (and before or after) repossession has been made or undertaken and whether or not suit has been brought against Buyer or Co-Buyer or any guarantor of the Contract. Undersigned shall be primarily and jointly and severally liable with Buyer and Co-Buyer for full performance of Buyer's and Co-Buyer's obligations under the Contract.

SIGNATURES (Sign Full Name in Ink): Date:

Witness	Guarantor	(Seal)	Address
Witness	Guarantor	(Seal)	Address

SELLER'S ASSIGNMENT

Seller sells and assigns to the Assignee named below all of its right, title and interest in this Retail Installment Contract ("Contract"). Seller represents, warrants and covenants to Assignee that: (a) (i) no statements made or furnished to Assignee by Buyer or any Co-Buyer (collectively "Buyer"), Seller or any other person are untrue or incomplete; (ii) Buyer has not financed the down payment of the Vehicle described in the Contract ("the Vehicle"); (iii) Buyer is a bona fide applicant having legal capacity to enter into the Contract; (iv) the signature of the Buyer on all documents is genuine; and (v) the amount stated in the Contract to be due will in fact be due and payable at the time or times provided therein free of any claims, defenses, setoffs or counterclaims; (b) Seller has verified Buyer's identification; (c) The down payment for the Vehicle is paid in full with negotiable funds; (d) Seller has sold the Vehicle and the proceeds of the Contract are to be used to pay for such Vehicle and related items; (e) Seller had indefeasible title to the Vehicle immediately prior to the purchase by Buyer, and the right and authority to sell the Vehicle to Buyer, free and clear of all liens and encumbrances; (f) Seller warrants that the Vehicle is not a grey market or altered vehicle and is not salvaged, rebuilt or reconstructed from a total loss or otherwise materially impaired and the title to the Vehicle does not reflect such and the odometer statement executed by the Seller in connection with the Vehicle does not indicate true mileage unknown; (g) Seller has the authority to assign the Contract to Assignee free and clear of all liens and encumbrances; (h) Seller will secure and perfect for Assignee a security interest in the Vehicle free and clear of all liens or encumbrances, and deliver to Assignee evidence satisfactory to Assignee of such security interest within six months of the date of the Contract; (i) The description of the Vehicle is true and complete in the Contract and the Vehicle will be or has been duly delivered to and accepted without revocation by Buyer; (j) insurance or other coverage provided or arranged by Seller does not violate any applicable law or regulation and insurance documentation and rebates of unearned premiums, if any, will be delivered to Buyer within the time required by law; (k) The Vehicle is insured by a company acceptable to Assignee against fire, theft and collision, Assignee is loss payee and written evidence of such insurance has been or will promptly be provided to Assignee; (l) All optional credit insurance sold by Seller to Buyer is for the full term of the Contract and is limited to coverage of Buyer; (m) Seller has provided Buyer with a completed Contract and any other document as required by applicable law, and the information filled in thereon by Seller is accurate; (n) Seller is licensed to the extent required by law; (o) Seller has complied with all applicable transaction reporting requirements including, without limitation, the requirement under Section 6050I of the Internal Revenue Code as may be amended from time to time to report cash receipts of more than $10,000, and its implementing regulations; (p) Seller has complied with Assignee's procedures regarding the Fair Credit Reporting Act (FCRA) and Equal Credit Opportunity Act (ECOA) including, but not limited to, the following: (i) Seller has only submitted to Assignee credit information on Buyer after Buyer's signatures were first obtained on a credit application acceptable to Assignee ("Application"); (ii) Seller has not submitted any credit information on any individual whose signature does not appear on the application; (iii) Seller has advised Buyer that his/her Application has been submitted to Assignee at Assignee's current address; and (iv) Seller has advised Buyer that credit was approved by Assignee; (q) Seller has complied with all requirements of the FCRA and ECOA and all other federal, state and local laws, rules and regulations applicable to the extension of credit and consumer protection or otherwise applicable to the sale of the Vehicle including, without limitation, the requirements to provide Buyer with a foreign translation of the Contract; (r) Seller will promptly forward to the proper authorities all federal, state and local fees and taxes due in connection with the sale of the Vehicle; (s) Seller does not charge Buyer for filing fees or other costs paid by Seller to public officials to perfect Assignee's security interest in the Vehicle, except where allowed by law, nor does Seller make any type of charge, including documentary or processing charges, which Seller does not make in any other cash transaction; (t) Assignee shall have the right, but not the obligation, to inspect Seller's books, financial documents and other business records relating to this assignment or this Contract at Seller's place of business during Seller's normal business hours; and (u) upon request by Assignee, Seller shall promptly submit to Assignee signed financial statements of Seller's business, to include balance sheets, cash flow statements, profit and loss statements and such other information required by Assignee.

Each of these warranties, representations and covenants is material to Assignee's acceptance of this Contract. If any of them is breached or is erroneous, Seller unconditionally promises to accept reassignment of this Contract, without recourse against Assignee, and to pay Assignee, upon demand (1) the unpaid balance of the Contract as determined by Assignee, (2) all losses and expenses incurred by Assignee as a result of such breach or untruth, and (3) out-of-pocket expenses paid or incurred by Assignee in connection with the collection of any amount due under the Contract, including attorneys' fees and costs of litigation, whether by or against Assignee, and expenses with respect to repossessing, storing, repairing and selling the Vehicle. In addition, Seller agrees to indemnify Assignee in the manner and to the extent specified in the preceding sentence if the Assignee suffers a loss or expense in any judicial or administrative proceeding because of any claim or defense asserted against Assignee as a result of any act or omission on the part of Seller. If this Contract is rescinded by court order, Seller shall pay Assignee the amount specified above.

Seller shall be liable even if a waiver, compromise, settlement or variation of the terms of the Contract releases the Buyer.

The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. Seller waives notice of acceptance of this guarantee and assignment and notices of non-payment and non-performance.

This assignment is without recourse against Seller except as provided above and/or in another agreement, if any, between Seller and Assignee relating to the financing of retail installment contracts.

Assigned to: Citizens Automobile Finance Corp. ("Assignee")

VIA CERTIFIED MAIL

DATE: 3/11/10
DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE, PA 16858

ACCOUNT NUMBER: 2719281970
COLLATERAL: 2006 FORD F250
VIN#: 1FTNF21506EB63026

NOTICE OF REPOSSESSION, REDEMPTION RIGHTS AND
DEFICIENCY BALANCE OBLIGATION UNDER STATE LAW

We repossessed your [2006 FORD F250 VIN# 1FTNF21506EB63026] due to your default of nonpayment under the terms of our Retail Installment Contract for loan account number [2719281970], dated 12/30/06. This unit is currently being stored at:

KELLER'S RECOVERY SERVICE - TYRONE PA 16686

You may redeem the vehicle by paying the entire amount you owe on the Contract (not just past due payments) plus, to the extent permitted by law, the cost of taking and storing the vehicle, and other expenses that we have incurred. As of this date, you may redeem the vehicle by paying all of the following total dollar amounts:

Principal	$22102.50
Interest*	$6009.93
Late Charges	$28.00
Other Fees	$8317.00
Repossession Expenses**	$280.00
Total amount required to REDEEM (as of 03/10/10)	$36737.43

We may allow a one-time reinstatement of your Contract over the lifetime of your loan. If so, you may reinstate your Contract and regain possession of the vehicle by curing any payment or other default(s) and paying, to the extent permitted by law, the cost of taking and storing the vehicle, and any other expenses that we have incurred. As of this date, you may reinstate the Contract by paying all of the following total dollar amounts:

Past Due Payments (includes principal and interest)	$13295.44
Late Charges	$28.00
Other Fees	$8317.00
Repossession Expenses**	$280.00
Total amount required to REINSTATE (as of [3/10/10])	$21920.44

*(additional interest will be charged at a rate of [$5.14] per day beyond the date of this letter.)
**(only if your default exceeded 15 days at the time of repossession.)

The total dollar amounts listed above may change after the date of this letter, and other fees may be charged by the storage agent. You may contact this department by phone at 888-441-2959 or send a written request to the address listed below to obtain the exact amount owed in order to redeem or reinstate the vehicle, or to obtain additional information about your loan. If you want us to explain in writing how we have figured these amounts, you may call this department at 888-441-2959 or write to the address listed below and request a written explanation. We will charge you $10.00 for the explanation if we sent you a written explanation of the amount you owe us within the last six months. **You may make payment or serve notice to Citizens Automobile Finance, Inc. at the address below.**

If you do not redeem or reinstate the vehicle within fifteen (15) days following the posting of this notice, we will sell the vehicle at a private sale. A sale could include a lease or license. If you need more information about the sale, call us at 888-441-2959, or write us at the address listed below. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of the sale will be figured this way: any charges for taking, storing, cleaning, advertising and selling the vehicle, any attorney's reasonable fees, court costs and any other charges permitted by law will be subtracted from the selling price. If you owe us less than the net proceeds of the sale, we owe you the difference, unless someone else has an interest in the vehicle.

If you owe more than the net proceeds of the sale, to the extent allowed by law and IF YOU HAVE NOT FILED FOR A PETITION IN BANKRUPTCY, you will pay us the difference between the net proceeds of the sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to the Contract, until you do pay all you owe us.

In accordance with our agreement with you, we are providing you notice of your right to claim tangible personal property discovered in the vehicle after repossession. We will dispose of any personal property found in your vehicle, unless you identify and claim such property within 31 days after this notice was mailed or delivered. If you wish to identify and claim your personal property, you may do so by contacting us at 888-441-2959 and we will provide you with the current location of the vehicle as well as the appropriate business hours. Thereafter, the property may be disposed of in the same manner as the motor vehicle and other collateral.

We are also sending this notice to the following other people who have an interest in your vehicle or who owe money under your agreement: N/A

Sincerely,
Citizens Automobile Finance, Inc.
Asset Disposition-Redemption Specialist
480 Jefferson Blvd, RJW500
Warwick, RI 02886
888-441-2959

Please note that this letter is designed to collect a debt and any information you provide may be used for that purpose. We have told a credit bureau about late payments, missed payments or other defaults on your account. This information may be reflected in your credit report.

NOTICE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THIS NOTICE IS INTENDED FOR INFORMATION PURPOSES ONLY AND IS NOT AN ATTEMPT TO COLLECT THE DEBT

May 24, 2010

DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE, PA 16858

Dear Customer:
You are hereby advised that because of your default under the terms of our retail installment contract for our loan account number 2719281970 our motor vehicle 2006 FORD F250
VIN 1FTNF21506EB63026 was lawfully repossessed and sold at a private auction on April 29, 2010.
The net proceeds of sale were figured this way: To the extent permitted by law, charges for taking, storing, cleaning, selling the vehicle and other charges permitted by law were subtracted from the selling price. The remaining proceeds were then applied to the outstanding loan balance. Please see detail below.

Principal Balance on Contract prior to repossession:	31,552.94
Interest:	5,572.95
Late Charges:	0.00
Current Balance Due:	37,125.89
Repossession Fees:	350.00
Legal Fees:	0.00
Other Charges: Auction Fee & Other Expenses:	558.50
Total Expenses:	908.50
Total Net Due Prior To Credits:	38,034.39
Sale Proceeds:	17,700.00
Other Credits:	0.00
Total Credits:	17,700.00
Remaining Deficiency Due:	20,334.39

According to applicable State law and you Contract, if the sale proceeds are not sufficient to pay off your obligations to us under the Contract, where permitted and as long as a petition in bankruptcy has not been filed, you shall be liable for any deficiency.

If applicable, please contact us at 800-720-2443 immediately to make arrangements for prompt payment. If suitable arrangements are not made within the (5) business days, legal proceedings, as permitted by law may be instituted against you.

Sincerely,

Asset Recovery Department
480 Jefferson Boulevard, RJE-110
Warwick, R.I. 02886

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

PLEASE NOTE THAT THIS LETTER IS DESIGNED TO COLLECT A DEBT AND ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. HOWEVER: IF YOU ARE CURENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD THEN NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of Defendant's Pre-trial statement by first-class mail, postage prepaid, on the 9 day of July, 2010, upon the following:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Anthony S. Guido, Esquire
Hanak, Guido & Taladay
P.O. Box 487
Dubois, PA 15801

Richard H. Milgrub, Esquire
211 N. Second Street
Clearfield, PA 16830-2538

Peter F. Smith, Esquire
30 S. 2nd Street
P.O. Box 130
Clearfield, PA 16830

By: _____
James C. Warmbrodt, Esquire

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

DAVID L. NEARHOOD,

Plaintiff,

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

No. 2007-908-CD

TYPE OF PLEADING:

DEFENDANT'S PRE-TRIAL STATEMENT

FILED ON BEHALF OF:
Defendant, Citizens Auto Finance Corp.

COUNSEL OF RECORD OF THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D.# 42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

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

DAVID L. NEARHOOD,

Plaintiff, No. 2007-908-CD

vs.

RIDER FORD, INC. and
CITIZENS AUTO FINANCE CORP.,

Defendants.

DEFENDANT'S PRE-TRIAL STATEMENT

AND NOW, comes the Defendant, Citizens Auto Finance Corp., by and through its counsel, James C. Warmbrodt, Esquire, and Weltman, Weinberg & Reis Co., L.P.A., and files the following Pre-Trial Statement:

I. NARRATIVE STATEMENT OF THE CASE

Plaintiff initiated the within action on June 8, 2007 by the filing of a Complaint against the above-named Defendants (hereinafter "Rider" and "Citizens", respectively). Citizens filed an Answer in the within action containing a two-count Counterclaim, the first count seeking to recover from the Plaintiff its collateral, a 2006 Ford Truck, the second seeking to recover from Plaintiff the unpaid balance due under the contract for the purchase and financing of that vehicle.

Pursuant to the Court's Order of May 14, 2009, Citizens' Motion for Summary Judgment was granted in part and denied in part. The order of May 14, 2009 dismissed all of the Plaintiff's claims against Citizens. The court denied Citizens' motion for summary judgment as to its counterclaims.

By its order of July 20, 2009, the Court granted Citizens' motion to bifurcate the remaining actions in this matter, and referred Citizens' counterclaims for trial before a panel of arbitrators.

By its order of July 20, 2009, the Court granted Citizens' motion for the issuance of a writ of seizure directing the sheriff to take possession of the 2006 Ford truck.

By its order of February 18, 2010, the Court granted Citizens' petition pursuant to Pa. R.C.P. 1081, and directed the Plaintiff to deliver the 2006 Ford truck to the sheriff within 7 days from the date of the order.

The only matter to be tried before the panel of arbitrators is the amount remaining due under the Contract (Count II of the counterclaim).

II. STATEMENT OF THE FACTS

1. Citizens is the holder of a Retail Installment Contract and Security Agreement dated December 30, 2006.
2. Pursuant to the Retail Installment Contract, Nearhood took possession of the 2006 Ford Truck.
3. Citizens maintained a first lien on the vehicle.

4. Pursuant to the Contract, Nearhood was to make eighty-four (84) consecutive monthly payments of $349.88 beginning January 29, 2007.

5. Nearhood has admitted in his pleadings that he maintained possession of the vehicle from December 30, 2006 until his surrender of the vehicle on or about February 26, 2010 without ever having made a single payment to Citizens pursuant to the Contract.

6. The balance owed by Nearhood pursuant to the contract as of March 10, 2010 was $36,737.43.

7. The truck was sold at auction on April 29, 2010 for $17,700.00.

8. After subtracting the net proceeds from the sale of its collateral, the amount due Citizens by Nearhood as of May 24, 2010 was $20,334.39.

III. WITNESSES

1. David Nearhood

2. Any witnesses listed in Plaintiff's pre-trial statement.

IV. DAMAGES

Citizens seeks damages in the amount of $20,334.39, plus costs.

In support of its claim for damages, Citizens has attached the following documents:

1. Retail Installment Contract, dated December 30, 2006;

2. Notice of Repossession, dated March 11, 2010;

3. Explanation of calculation of deficiency balance, dated May 24, 2010.

Respectfully Submitted:

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:_____

James C. Warmbrodt, Esquire
PA I.D.# 42524
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 6101364

Citizens
Automobile Finance Corp.

RETAIL INSTALLMENT CONTRACT

PA

Dealer Number _____ 12/30/2006

Buyer: DAVID L NEARHOOD 1223 OAK GROVE ROAD MORRISDALE PA 16858
(Print Full Name and Address of Principal Residence)

Co-Buyer: _____
(Print Full Name and Address of Principal Residence)

Creditor-Seller: RIDEN FORD 1001 WALTON ST PHILIPSBURG PA 16866
(Print Full Name and Address)

WHO IS BOUND: You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee ("Assignee").

DESCRIPTION OF VEHICLE: You agree to buy and we agree to sell the following vehicle:

New, Used or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
NEW	2006	FORD TRUCK S-DTY F-250	REG CAB	S 1FTNF21506EB63026	

If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for ...X personal, family or household, or ☐ business purposes.

NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of $ 6500.00
8.49%	$ 7287.42	$ 22102.50	$ 29389.92	$ 35889.92

PAYMENT SCHEDULE: Your payment schedule will be 84 monthly payments of $ 349.88 each, due on the same day of each month starting on 01/29/2007.

PREPAYMENT: You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.

SECURITY: You are giving us a security interest in the motor vehicle being purchased.

LATE FEE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment.

OTHER TERMS: Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Price of Vehicle (including any accessories, installation, services, repairs, taxes and other permitted costs): $ 29889.00 (1)
2. Downpayment:
   A. Trade-in. Your Trade-in is a _____ (Year) _____ (Make) _____ (Model) _____ (VIN)
   Gross Allowance $ N/A less Amount Owing $ N/A equals Net Trade-in $ N/A
   (If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-in and enter excess as Prior Credit or Lease Balance in Item 4D)
   B. Cash Downpayment $ 2000.00
   C. Manufacturer's Rebate Applied to Downpayment $ 4500.00
   D. Total Downpayment (A plus B plus C) $ 6500.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2D): $ 22009.00 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf:
   A. Amounts Paid to Insurance Companies (Amounts paid to Insurance Companies as per insurance disclosures below)*:
      1. Optional Credit Life Insurance $ N/A
      2. Optional Credit Accident and Health Insurance $ N/A
   B. Amounts Paid to Public Officials:
      1. Government License and/or Registration Fees $ 6.00
      2. Certificate of Title Fees $ 22.50
      3. Lien Recording Fees $ 5.00
      4. UCC Filing Fees $ N/A
      5. Other (Specify) $ N/A
      6. Other (Specify) PA TIRE TAX $ 5.00
   C. Seller's Documentary Fee (not a governmental fee) $ 55.00
   D. Other Charges (Describe who will receive payment and purpose)
      1. To N/A For Prior Credit or Lease Balance $ N/A
      2. To N/A For N/A $ N/A
      3. To N/A

EXHIBIT 1

2. Certificate of Title Fees	$	22.50
3. Lien Recording Fees	$	5.00
4. UCC Filing Fees	$	N/A
5. Other (Specify)	$	N/A
6. Other (Specify) PA TIRE TAX	$	5.00
C. Seller's Documentary Fee (not a governmental fee)	$	55.00
D. Other Charges (Describe with will receive payment and purpose)		
1. To N/A For Prior Credit or Lease Balance	$	N/A
2. To N/A For N/A	$	N/A
	$	93.50 (4)
5. Amount Financed / Unpaid Balance (3 plus 4E)	$	22102.50 (5)
6. Finance Charge	$	7287.42 (6)
7. Time Balance	$	29389.92 (7)

8. Payment Schedule: One payment of $ 349.85 and 83 payments of $ 349.88 each, beginning 01/29/2001 and due on the dates shown in the PAYMENT SCHEDULE above.

*To the extent permitted by applicable law, we may be receiving a portion of these amounts.

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth in Lending Disclosures Box shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th (1/366th in a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the Amount Financed. You also agree to pay any late charges you incur.

PAYMENTS BEFORE OR AFTER DUE DATE: This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is $1.00 or more) after you make your last payment; we will advise you of any additional amount owed (if it is $1.00 or more). There is a possibility that a supplemental payment of interest might be due if earlier payments were received after their due date.

LOCATION OF VEHICLE: The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

N/A
(Street and Town)

CREDIT INSURANCE: YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE. The policies or certificates issued by the insurer will describe the terms and conditions in further detail. If you want the following insurance, sign below.

Life ( ) Buyer ( ) Co-Buyer ( ) Both at a premium of $ N/A for a term of N/A

Credit life insurance will pay your debt on this Contract up to $ N/A

( ) Disability, Accident and Health (Buyer Only) at a premium of $ N/A for a term of N/A

Credit disability, accident and health insurance will pay your debt on this Contract up to $ N/A

The name of the insurer is N/A of
(Name) (Home Office Address)

Buyer Signature Date Co-Buyer Signature Date

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

IMPORTANT: THE TERMS OF THIS CONTRACT ARE CONTAINED ON BOTH SIDES OF THIS PAGE. READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

DUE TO THE PASSAGE OF THE "USA PATRIOT ACT" WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING

VERIFICATION OF CUSTOMER IDENTITY - Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. In all cases, the protection of our customer's identity and confidentiality is our pledge to you.

The Annual Percentage Rate may be negotiable with the Creditor-Seller. The Creditor-Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

NOTICE TO BUYER.
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Buyer Signs [signature] 12/30/2000 Co-Buyer Signs

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT. YOU ALSO ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND A COPY OF THE CITIZENS FINANCIAL GROUP, INC. PRIVACY NOTICE AT THE TIME YOU SIGN THE CONTRACT.

[signature] 12-30-00

Buyer's Signature Date (Co) Buyer's Signature Date

Creditor-Seller Signs Date

By signing here, the Creditor-Seller accepts this Contract and also agrees to the terms of the Seller's Assignment on the reverse side.

OTHER IMPORTANT AGREEMENTS:

OWNERSHIP AND RISK OF LOSS: You agree to pay us all you owe under this Contract even if the vehicle is unintentionally damaged, destroyed or missing. You agree not to sell, transfer, or remove the vehicle from the United States for more than 30 days without our written permission. You agree to maintain the vehicle in good condition and repair, except wear and tear caused by ordinary use. We may inspect the vehicle at any reasonable time. You will not expose the vehicle to misuse or confiscation or permit anyone to use the vehicle for any unlawful purpose. You will keep the vehicle free of any claims and seizures by any government authority. You will not rent the vehicle to others or carry passengers for hire. If we pay any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you will repay the amount when we ask for it. You will immediately notify us of any change in the address of your principal residence or the address where the vehicle is regularly located.

SECURITY INTEREST: You are giving us a security interest in: the vehicle being purchased; all proceeds of the vehicle; all accessions; and any attachments, accessories, or equipment affixed to the vehicle within ten days of this Contract. The security interest also covers: (1) insurance premiums returned to us; (2) proceeds of insurance policies on the vehicle, and (3) proceeds of any insurance policies on your life or health financed in this Contract. This security interest secures payment of all amounts you owe in this Contract and in any transfer, renewal, extension, modification, refinancing, or assignment of this Contract. It also secures your other agreements in this Contract. For purposes of this Contract, we agree to forego any security interest you may have given under another agreement which secures your obligation under this Contract. You will cause or cooperate in causing our security interest (lien) on the vehicle to be shown on the title. You will not allow any subordinate or other liens to be placed on the vehicle.

REQUIRED PHYSICAL DAMAGE INSURANCE: You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this Contract. You may obtain this insurance from any insurer you choose that is acceptable to us. You will make us loss payee and provide evidence of insurance. At any time during the term of this Contract, if you do not have physical damage insurance which covers both your and our interests in the vehicle, then we may buy it for you. If we do not buy physical damage insurance which covers both interests in the vehicle, we may, if we decide, buy insurance which covers only our interest, as permitted by applicable law.

We are under no obligation to buy any insurance, but may do so if we desire. If we buy either of these coverages, we will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a Finance Charge at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that we can use any insurance settlement either to repair the vehicle or to apply to your debt.

INSURANCE CHARGES RETURNED TO US: If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance covering only our interest in the vehicle. Any refund on optional insurance we obtain will be credited to your account or returned to you. Any insurance charges returned to us and credited to your account will be applied to as many of your installments as they will cover, beginning with the final installment.

SUMMARY NOTICE REGARDING PREPAYMENT AND REINSTATEMENT: You have the right to prepay this Contract in whole or in part at any time and you will not be charged a penalty for any such prepayment. If you are default, you may have the right to reinstate this Contract or if your property has been repossessed you may have the right under the law to receive back your property and to reinstate this Contract.

DEFAULT: You are in default if: (1) you fail to make a regularly scheduled installment payment when due; (2) any event occurs which substantially impairs the value of the vehicle; or (3) you breach any of your agreements or obligations under this Contract or if you die.

REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE: If you are in default, we can, upon written notice to you and subject to any right you may have to cure the default, demand that you pay all you owe on this Contract at once. If you fail to pay, you will be liable for interest at the Annual Percentage Rate applicable to this Contract, but not to exceed the highest rate permitted by law.

REPOSSESSION OF THE VEHICLE: Repossession means our taking the vehicle from you. If you are in default, we can repossess the vehicle upon written notice to you as required by law and subject to your rights to cure the default. To take the vehicle we can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal property in the vehicle, we will hold such property for the period required by law. If you fail to claim such personal property within such period, this property will be disposed of in the same manner as the vehicle. Any proceeds of such property will be applied to pay any amounts you still owe to us. Any accessories, equipment or replacement parts will remain with the vehicle.

GETTING THE VEHICLE BACK AFTER REPOSSESSION: If the vehicle has been repossessed, we may, but are not required to, allow you to reinstate this Contract and return the vehicle to you provided that you pay all past due installments, accrued late charges and agree with us on mutually satisfactory arrangements, and, if default at the time of repossession exceeded 15 days, also pay us expenses of retaking, repairing and storage authorized by law. If we do not allow you to reinstate this Contract, you may redeem the vehicle and end the Contract by payment of either of the following amounts, as applicable: (i) when default at the time of repossession was less than 15 days, the unpaid time balance plus any accrued default charges authorized by law plus any other amounts lawfully due under this Contract, excluding costs of retaking, repairing and storage; or (ii) when default at the time of repossession exceeded 15 days, the unpaid time balance, plus any accrued default charges authorized by law, plus costs of retaking, repairing, repossession and storing authorized by law, plus any other amount lawfully due under the Contract. Your right to redeem will end when the vehicle is sold.

SALE OF THE REPOSSESSED VEHICLE: We will send you a written notice of sale within the time period required by law before selling the vehicle. If you do not redeem the vehicle by the date on the notice, we can sell it at a public or private sale. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of sale will be figured this way: Any charges permitted by law for retaking, storing and repairing the vehicle, and any other charges permitted by law will be subtracted from the selling price. If you owe us more than the net proceeds of sale, you will pay us the deficiency. In any action we bring for a deficiency, you are entitled to have the reasonable value of the vehicle at the time of resale determined by the court, and if the value determined by the court is higher than the resale price, the higher value will be credited to the amounts you owe us. If you owe us less than the net proceeds of sale, we owe you the difference, unless someone else has an interest in the vehicle. For example, we may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, to the extent allowed by law you will pay us the difference between the net proceeds of sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to this Contract, until you do pay all you owe to us.

COLLECTION COSTS: If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorneys' reasonable fees and any court costs to the extent permitted by law.

LATE CHARGE: If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment. The late charge may be computed on the basis of a full calendar month for any fractional month period in excess of 10 days.

RETURNED CHECK FEE: To the extent permitted by law, you agree to pay those costs we actually incur and do not retain in connection with a check you give us that is returned for non-sufficient funds.

DELAY IN ENFORCING RIGHTS AND CHANGES OF THIS CONTRACT: We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, we can extend the time for making some payments without extending others. Any change in terms of this Contract must be in writing and signed by us. No oral changes are binding. If any provision of this Contract conflicts with applicable law, it will be considered modified to comply with that law and the remaining provisions shall continue.

WARRANTIES SELLER DISCLAIMS: You understand that the Seller is not offering any express warranties unless the Seller extends a written warranty. This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

RIGHT TO OFFSET: To the extent permitted by operation of law, if you are in default, we can subject to your right to cure the default, pay all or part of the amounts owed under this Contract from any deposits or funds that you have with us without telling you ahead of time.

CREDIT INFORMATION: You agree that we or our affiliate providing servicing or to whom this contract may be assigned may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with your application and any update, renewal, refinancing, modification or extension of this Contract. If you ask, you will be told the name and address of any credit bureau from which we or our affiliate obtained your credit report. We may also verify employment, pay, assets and debts. Anyone receiving a copy of this is authorized to provide us with such information. You agree that, to the extent permitted by law and as disclosed in our privacy notice, we, our assignee, any of our affiliates, and others may exchange credit, account and financial information about you.

NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

GOVERNING LAW: This Contract is governed by the law of Pennsylvania, and is the entire agreement between you and us.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of [illegible] ("this Contract"), accept all provisions of the Contract and agree to pay all reasonable

WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR

Guaranty

FOR VALUE RECEIVED, undersigned, jointly and severally if more than one, unconditionally guarantee payment and performance of all obligations of Buyer and Co-Buyer under the above Retail Installment Contract ("the Contract"), accept all provisions of the Contract and agree to pay all reasonable collection expenses and attorneys' reasonable fees incurred in enforcing this guaranty. Undersigned hereby waive demand for payment, notice of nonpayment and notice of acceptance of this guaranty and consent to extensions of time of payment and other indulgences, including, without limitation, release of any guarantor of the Contract or release of the vehicle which is collateral for performance of the obligations of Buyer and Co-Buyer, which may be granted to Buyer and Co-Buyer or any guarantor of the Contract without notice to undersigned and whether or not (and before or after) repossession has been made or undertaken and whether or not suit has been brought against Buyer or Co-Buyer or any guarantor of the Contract. Undersigned shall be primarily and jointly and severally liable with Buyer and Co-Buyer for full performance of Buyer's and Co-Buyer's obligations under the Contract.

SIGNATURES (Sign Full Name in Ink): Date:

		(Seal)	
Witness	Guarantor		Address
		(Seal)	
Witness	Guarantor		Address

SELLER'S ASSIGNMENT

Seller sells and assigns to the Assignee named below all of its right, title and interest in this Retail Installment Contract ("Contract").

Seller represents, warrants and covenants to Assignee that: (i) no statements made or furnished to Assignee by Buyer or any Co-Buyer (collectively "Buyer"), Seller or any other person are untrue or incomplete; (ii) Buyer has not financed the down payment of the Vehicle described in the Contract ("the Vehicle"); (iii) Buyer is a bona fide applicant having legal capacity to enter into the Contract; (iv) the signature of the Buyer on all documents is genuine; and (v) the amount stated in the Contract to be due will in fact be due and payable at the time or times provided therein free of any claims, defenses, setoffs or counterclaims; (b) Seller has verified Buyer's identification; (c) The down payment for the Vehicle is paid in full with negotiable funds; (d) Seller has sold the Vehicle and the proceeds of the Contract are to be used to pay for such Vehicle and related items; (e) Seller had indefeasible title to the Vehicle immediately prior to the purchase by Buyer, and the right and authority to sell the Vehicle to Buyer, free and clear of all liens and encumbrances; (f) Seller warrants that the Vehicle is not a grey market or altered vehicle and is not salvaged, rebuilt or reconstructed from a total loss or otherwise materially impaired and the title to the Vehicle does not reflect such and the odometer statement executed by the Seller in connection with the Vehicle does not indicate true mileage unknown; (g) Seller has the authority to assign the Contract to Assignee free and clear of all liens and encumbrances; (h) Seller will secure and perfect for Assignee a security interest in the Vehicle free and clear of all liens or encumbrances, and deliver to Assignee evidence satisfactory to Assignee of such security interest within six months of the date of the Contract; (i) The description of the Vehicle is true and complete in the Contract and the Vehicle will be or has been duly delivered to and accepted without revocation by Buyer; (j) Insurance or other coverage provided or arranged by Seller does not violate any applicable law or regulation and insurance documentation and rebates of unearned premiums, if any, will be delivered to Buyer within the time required by law; (k) The Vehicle is insured by a company acceptable to Assignee against fire, theft and collision, Assignee is loss payee and written evidence of such insurance has been or will promptly be provided to Assignee; (l) All optional credit insurance sold by Seller to Buyer is for the full term of the Contract and is limited to coverage of Buyer; (m) Seller has provided Buyer with a completed Contract and any other document as required by applicable law, and the information filled in thereon by Seller is accurate; (n) Seller is licensed to the extent required by law; (o) Seller has complied with all applicable transaction reporting requirements including, without limitation, the requirement under Section 6050I of the Internal Revenue Code as may be amended from time to time to report cash receipts of more than $10,000, and its implementing regulations; (p) Seller has complied with Assignee's procedures regarding the Fair Credit Reporting Act (FCRA) and Equal Credit Opportunity Act (ECOA) including, but not limited to, the following: (i) Seller has only submitted to Assignee credit information on Buyer after Buyer's signatures were first obtained on a credit application acceptable to Assignee ("Application"); (ii) Seller has not submitted any credit information on any individual whose signature does not appear on the application; (iii) Seller has advised Buyer that his/her Application has been submitted to Assignee at Assignee's current address; and (iv) Seller has advised Buyer that credit was approved by Assignee; (q) Seller has complied with all requirements of the FCRA and ECOA and all other federal, state and local laws, rules and regulations applicable to the extension of credit and consumer protection or otherwise applicable to the sale of the Vehicle including, without limitation, the requirements to provide Buyer with a foreign translation of the Contract; (r) Seller will promptly forward to the proper authorities all federal, state and local fees and taxes due in connection with the sale of the Vehicle; (s) Seller does not charge Buyer for filing fees or other costs paid by Seller to public officials to perfect Assignee's security interest in the Vehicle, except where allowed by law, nor does Seller make any type of charge, including documentary or processing charges, which Seller does not make in any other cash transaction; (t) Assignee shall have the right, but not the obligation, to inspect Seller's books, financial documents and other business records relating to this assignment or this Contract at Seller's place of business during Seller's normal business hours; and (u) upon request by Assignee, Seller shall promptly submit to Assignee signed financial statements of Seller's business, to include balance sheets, cash flow statements, profit and loss statements and such other information required by Assignee.

Each of these warranties, representations and covenants is material to Assignee's acceptance of this Contract. If any of them is breached or is erroneous, Seller unconditionally promises to accept reassignment of this Contract, without recourse against Assignee, and to pay Assignee, upon demand (1) the unpaid balance of the Contract as determined by Assignee, (2) all losses and expenses incurred by Assignee as a result of such breach or untruth, and (3) out-of-pocket expenses paid or incurred by Assignee in connection with the collection of any amount due under the Contract, including attorneys' fees and costs of litigation, whether by or against Assignee, and expenses with respect to repossessing, storing, repairing and selling the Vehicle. In addition, Seller agrees to indemnify Assignee in the manner and to the extent specified in the preceding sentence if the Assignee suffers a loss or expense in any judicial or administrative proceeding because of any claim or defense asserted against Assignee as a result of any act or omission on the part of Seller. If this Contract is rescinded by court order, Seller shall pay Assignee the amount specified above.

Seller shall be liable even if a waiver, compromise, settlement or variation of the terms of the Contract releases the Buyer.

The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. Seller waives notice of acceptance of this guarantee and assignment and notices of non-payment and non-performance.

This assignment is without recourse against Seller except as provided above and/or in another agreement, if any, between Seller and Assignee relating to the financing of retail installment contracts.

Assigned to: Citizens Automobile Finance Corp. ("Assignee")

VIA CERTIFIED MAIL

DATE: 3/11/10
DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE, PA 16858

ACCOUNT NUMBER: 2719281970
COLLATERAL: 2006 FORD F250
VIN#: 1FTNF21506EB63026

NOTICE OF REPOSSESSION, REDEMPTION RIGHTS AND
DEFICIENCY BALANCE OBLIGATION UNDER STATE LAW

We repossessed your [2006 FORD F250 VIN# 1FTNF21506EB63026] due to your default of nonpayment under the terms of our Retail Installment Contract for loan account number [2719281970], dated 12/30/06. This unit is currently being stored at:

KELLER'S RECOVERY SERVICE - TYRONE PA 16686

You may redeem the vehicle by paying the entire amount you owe on the Contract (not just past due payments) plus, to the extent permitted by law, the cost of taking and storing the vehicle, and other expenses that we have incurred. As of this date, you may redeem the vehicle by paying all of the following total dollar amounts:

Principal	$22102.50
Interest*	$6009.93
Late Charges	$28.00
Other Fees	$8317.00
Repossession Expenses**	$280.00
Total amount required to REDEEM (as of 03/10/10)	$36737.43

We may allow a one-time reinstatement of your Contract over the lifetime of your loan. If so, you may reinstate your Contract and regain possession of the vehicle by curing any payment or other default(s) and paying, to the extent permitted by law, the cost of taking and storing the vehicle, and any other expenses that we have incurred. As of this date, you may reinstate the Contract by paying all of the following total dollar amounts:

Past Due Payments (includes principal and interest)	$13295.44
Late Charges	$28.00
Other Fees	$8317.00
Repossession Expenses**	$280.00
Total amount required to REINSTATE (as of [3/10/10])	$21920.44

*(additional interest will be charged at a rate of [$5.14] per day beyond the date of this letter.)
**(only if your default exceeded 15 days at the time of repossession.)

The total collar amounts listed above may change after the date of this letter, and other fees may be charged by the storage agent. You may contact this department by phone at 888-441-2959 or send a written request to the address listed below to obtain the exact amount owed in order to redeem or reinstate the vehicle, or to obtain additional information about your loan. If you want us to explain in writing how we have figured these amounts, you may call this department at 888-441-2959 or write to the address listed below and request a written explanation. We will charge you $10.00 for the explanation if we sent you a written explanation of the amount you owe us within the last six months. **You may make payment or serve notice to Citizens Automobile Finance, Inc. at the address below.**

If you do not redeem or reinstate the vehicle within fifteen (15) days following the posting of this notice, we will sell the vehicle at a private sale. A sale could include a lease or license. If you need more information about the sale, call us at 888-441-2959, or write us at the address listed below. We will use the net proceeds of the sale to pay all or part of your debt. The net proceeds of the sale will be figured this way: any charges for taking, storing, cleaning, advertising and selling the vehicle, any attorney's reasonable fees, court costs and any other charges permitted by law will be subtracted from the selling price. If you owe us less than the net proceeds of the sale, we owe you the difference, unless someone else has an interest in the vehicle.

If you owe more than the net proceeds of the sale, to the extent allowed by law and IF YOU HAVE NOT FILED FOR A PETITION IN BANKRUPTCY, you will pay us the difference between the net proceeds of the sale and what you owe when we ask for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate, not to exceed the Annual Percentage Rate applicable to the Contract, until you do pay all you owe us.

In accordance with our agreement with you, we are providing you notice of your right to claim tangible personal property discovered in the vehicle after repossession. We will dispose of any personal property found in your vehicle, unless you identify and claim such property within 31 days after this notice was mailed or delivered. If you wish to identify and claim your personal property, you may do so by contacting us at 888-441-2959 and we will provide you with the current location of the vehicle as well as the appropriate business hours. Thereafter, the property may be disposed of in the same manner as the motor vehicle and other collateral.

We are also sending this notice to the following other people who have an interest in your vehicle or who owe money under your agreement: N/A

Sincerely,
Citizens Automobile Finance, Inc.
Asset Disposition-Recemption Specialist
480 Jefferson Blvd, RJW500
Warwick, RI 02886
888-441-2959

Please note that this letter is designed to collect a debt and any information you provide may be used for that purpose. We have told a credit bureau about late payments, missed payments or other defaults on your account. This information may be reflected in your credit report.

NOTICE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THIS NOTICE IS INTENDED FOR INFORMATION PURPOSES ONLY AND IS NOT AN ATTEMPT TO COLLECT THE DEBT

May 24, 2010

DAVID L NEARHOOD
1223 OAK GROVE RD
MORRISDALE, PA 16858

Dear Customer:
You are hereby advised that because of your default under the terms of our retail installment contract for our loan account number 2719281970 our motor vehicle 2006 FORD F250
VIN 1FTNF21506EB63026 was lawfully repossessed and sold at a private auction on April 29, 2010.
The net proceeds of sale were figured this way: To the extent permitted by law, charges for taking, storing, cleaning, selling the vehicle and other charges permitted by law were subtracted from the selling price. The remaining proceeds were then applied to the outstanding loan balance. Please see detail below.

Principal Balance on Contract prior to repossession:	31,552.94
Interest:	5,572.95
Late Charges:	0.00
Current Balance Due:	37,125.89
Repossession Fees:	350.00
Legal Fees:	0.00
Other Charges: Auction Fee & Other Expenses:	558.50
Total Expenses:	908.50
Total Net Due Prior To Credits:	38,034.39
Sale Proceeds:	17,700.00
Other Credits:	0.00
Total Credits:	17,700.00
Remaining Deficiency Due:	20,334.39

According to applicable State law and you Contract, if the sale proceeds are not sufficient to pay off your obligations to us under the Contract, where permitted and as long as a petition in bankruptcy has not been filed, you shall be liable for any deficiency.

If applicable, please contact us at 800-720-2443 immediately to make arrangements for prompt payment. If suitable arrangements are not made within the (5) business days, legal proceedings, as permitted by law may be instituted against you.

Sincerely,

Asset Recovery Department
480 Jefferson Boulevard, RJE-110
Warwick, R.I. 02886

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

PLEASE NOTE THAT THIS LETTER IS DESIGNED TO COLLECT A DEBT AND ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE. HOWEVER: IF YOU ARE CURENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD THEN NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of Defendant's Pre-trial statement by first-class mail, postage prepaid, on the 9 day of July, 2010, upon the following:

David L. Nearhood
1223 Oak Grove Road
Morrisdale, PA 16858

Anthony S. Guido, Esquire
Hanak, Guido & Taladay
P.O. Box 487
Dubois, PA 15801

Richard H. Milgrub, Esquire
211 N. Second Street
Clearfield, PA 16830-2538

Peter F. Smith, Esquire
30 S. 2nd Street
P.O. Box 130
Clearfield, PA 16830

By: _____
James C. Warmbrodt, Esquire