

Date: 8/27/2008

Clearfield County Court of Common Pleas

User: LMILLER

Time: 04:03 PM

ROA Report

Page 1 of 2

Case: 2007-01134-CD

Current Judge: Fredric Joseph Ammerman

DaimlerChrysler Financialvs.Roy R. Ralston, Murrays Freightliner, Daimler Trucks North America LLC

Civil Other-COUNT

Date		Judge
7/19/2007	New Case Filed.	No Judge
	Filing: Civil Complaint Paid by: P Woodman-Weltman Weinberg & Reis Receipt number: 1919852 Dated: 07/19/2007 Amount: \$85.00 (Check) 1CC Atty.	No Judge
2/19/2008	Acceptance of Service, filed. I, Girard Kasubick, as attorney for the Defendant, do hereby accept service of the Complaint on behalf of the Defendant, signed by s/ Girard Kasubick Esq. 1CC Atty Woodman.	No Judge
3/20/2008	Complaint to Join Additional Defendant, Murrays Freightliner, filed by s/ Girard Kasubick, Esquire. 2CC Atty, 1CC Sheriff	No Judge
	Answer And New Matter to Plaintiff's Complaint, filed by s/ Girard Kasubick, Esquire. 2CC Atty. Kasubick	No Judge
4/4/2008	Certificate of Service, filed. Forwarded a copy of the Answer and New Matter to Plaintiff's Complaint and Complaint to Join Additional Defendant, Murrays Freightliner by United States Mail on March 20, 2008 on Patrick Thomas Woodman Esq., filed by s/ Girard Kasubick Esq. 1CC Atty Kasubick.	No Judge
	Reply to New Matter, filed by s;/ Patrick Thomas Woodman, Esquire. No CC	No Judge
5/27/2008	Defendant's Answer to Plaintiff's Request For Admissions, filed by s/ Patrick Thomas Woodman, Esquire. 3CC Atty. Kasubick	No Judge
5/30/2008	Complaint to Join Second Additional Defendant, Daimler Trucks North America, LLC. Filed by s/ David J. Hopkins, Esquire. 4CC Atty. Hopkins	No Judge
	Answer to Complaint to Join Additional Defendant, New Matter and Counterclaim, filed by s/ David J. Hopkins, Esquire. 3CC Atty. Hopkins	No Judge
6/25/2008	Defendant, Roy R. Ralston's Reply to New Matter and Counterclaim of Additional Defendant, Murrays Freightliner, filed by s/ Girard Kasubick, Esquire. 4CC Atty. Kasubick	No Judge
6/26/2008	Second Additional Defendant, Daimler Trucks North America LLC'S Preliminary Objections to Joinder Complaint of Additional Defendant, filed by s/W. Bourne Ruthrauff, Esq. One CC Attorney Ruthrauff	No Judge
6/30/2008	Entry of Appearance and Deman for Jury Trial, filed by Atty. Ruthrauff 1 cert. to Atty.	No Judge
	Certificate of Service, filed. Forwarded a copy of the Defendant, Roy R. Ralston's Reply to New Matter and Counterclaim of Additional Defendant, Murrays Freightliner by United States mail on June 26, 2008 to Patrick Thomas Woodman Esq. and David J. Hopkins Esq. and Daimler Trucks North America, LLC, filed by s/ Girard Kasubick Esq. 1CC Atty Kasubick.	No Judge
7/9/2008	Sheriff Return, April 2, 2008 at 2:50 pm Served the within Complaint to Join Additional Defendant on Murrays Freightliner by handing to No Name Given, Officer of Company. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Kasubick \$47.60	No Judge
7/29/2008	Order NOW, this 28th day of July 2008, upon consideration of the Second Additional Defendant, it is the ORDER of this Court that argument on the Preliminary Objections is scheduled for the 25th day of August 2008 at 11:00 a.m. in Courtroom No. 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 3CC Atty Ruthrauff	No Judge

Date: 8/27/2008

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Page 2 of 2

Case: 2007-01134-CD

Current Judge: Fredric Joseph Ammerman

DaimlerChrysler Financialvs.Roy R. Ralston, Murrays Freightliner, Daimler Trucks North America LLC

Civil Other-COUNT

Date		Judge
8/1/2008	✓ Answer to Preliminary Objections to Joinder Complaint of Additional Defendant, filed by s/ David J. Hopkins, Esquire. 1CC Atty. Hopkins	Fredric Joseph Ammerman
8/26/2008	✓ Praecipe to Schedule, filed by s/ Benjamin R. Bibler, Esquire. nO CC	Fredric Joseph Ammerman
	✓ Plaintiff's Motion For Summary Judgment Against Defendant Roy R. Ralston, filed by s/ Patrick Thomas Woodman, Esquire. no CC	Fredric Joseph Ammerman

8-27-08 ✓ Order, dated 8-25-08

8-28-08 ✓ Amended Complaint

8-29-08 ✓ Order, dated 8-28-08

9-10-08 ✓ Second Additional deft Daimler truck North America LLC's Answer etal

9-12-08 ✓ Affidavit of Service

9-16-08 ✓ deft Roy R Ralston's Answer to Piff's motion

9-16-08 ✓ Certificate of Service

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Daimler Chrysler Financial CIVIL ACTION
(Plaintiff)

(Street Address)

Lister, IL 60532
(City, State ZIP)

No.

07 - 1134-CD

Type of Case:

Contract

Type of Pleading:

Complaint

VS.

Filed on Behalf of:

Roy R. Ralston
(Defendant)

Plaintiff
(Plaintiff/Defendant)

3121 Crooked Sewer Road
(Street Address)

Osceola PA 16666
(City, State ZIP)

Meltman Weinberg & Kels Co. LPA
(Filed by)

436 Seventh Ave., Ste. 2718
(Address)
Pittsburgh PA 15219
(412) 434-7955
(Phone)

FILED

Att'y pd. \$5.00

M 11:40 AM
JUL 19 2007

cc Att'y

William A. Shaw
Prothonotary/Clerk of Courts

X Patrick Thomas Wootman
(Signature)

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

DAIMLERCHRYSLER FINANCIAL

Plaintiff

vs.

ROY R RALSTON

Defendant

No. 07-1134-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

PATRICK THOMAS WOODMAN, ESQUIRE
PA I.D. # 34507
WELTMAN, WEINBERG & REIS, CO.
L.P.A.
436 SEVENTH AVENUE, SUITE 2718
PITTSBURGH, PA 15219
(412) 434-7955
Fax: 412-338-7130

WWR#05850451

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

DAIMLERCHRYSLER FINANCIAL

Plaintiff

vs.

Civil Action No.

ROY R RALSTON

Defendant

COMPLAINT IN CIVIL ACTION 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. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation having offices in LISLE, IL 60532-0354.
2. Defendant is an adult individual residing at 3121 CROOKED SEWER ROAD,
OSCEOLA, PA 16666 .
3. On or about 10/25/06, Defendant duly executed a DIRECT PURCHASE MONEY LOAN AND SECURITY AGREEMENT (hereinafter the "Agreement") in favor of DAIMLERCHRYSLER FINANCIAL, a true and correct copy of said Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Contract, Defendant took possession of the vehicle more particularly identified in the Contract as a FREIGHTLINER.
5. Plaintiff avers that Defendant is in default of the Agreement by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.
6. Plaintiff avers that a balance of \$41,434.13 is due from Defendant as of FEBRUARY 22, 2007.
7. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 6.% per annum.

8. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees.

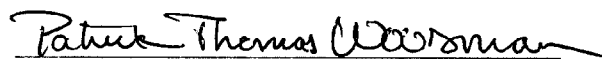
9. Plaintiff avers that such attorneys' fees amount to \$1500.00.

10. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, attorneys' fees, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant, ROY R RALSTON , individually, in the amount of \$41,434.13 with continuing interest thereon at the Contract rate of 6.% per annum from FEBRUARY 22, 2007, plus attorneys' fees of \$1500.00 and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

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



PATRICK THOMAS WOODMAN, ESQUIRE

PA I.D. # 34507

WELTMAN, WEINBERG & REIS, CO.

L.P.A.

436 SEVENTH AVENUE, SUITE 2718

PITTSBURGH, PA 15219

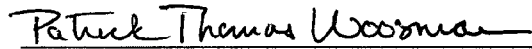
(412)434-7955

Fax: 412-338-7130

WWR#:05850451

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.



Patrick Thomas Woodman, Esquire

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

DATE: 10/06/2005
QUOTE NO. 161621

100-6136491-000 139173-0001

BORROWER: ROY R RALSTON
(Print Full Name)
3121 CROOKED SEWER ROAD OSCEOLA CLEARFIELD PA 16666
(Street No.) (City) (County) (State) (Zip)

CO-BORROWER:
(Print Full Name)
(Street No.) (City) (County) (State) (Zip)

DEALER: Murray's Ford, Inc.
(Print Full Name)
1844 Rich Highway DuBois PA 15801
(Street No.) (City) (County) (State) (Zip)

LENDER: DaimlerChrysler Services North America LLC, 1011 Warrenville Road, Lisle, Illinois 60532.

I (meaning individually, collectively, and interchangeably, all Borrowers named above, jointly and severally) have entered into a direct loan with Lender to finance the purchase of the following described Equipment. I acknowledge to have accepted delivery of the Equipment in good order without reservation of rights and without implied warranty as to condition, merchantability, and suitability for any purpose. I further acknowledge and certify that I have entered into this loan with Lender, and I intend to use the purchased Equipment, primarily for business or commercial purposes, and not for personal, family, household or agricultural purposes.

DESCRIPTION OF EQUIPMENT:

New/ Used	Make	Model	Serial Number	Body Type	Model Year	Cash Sale Price
N	FREIGHTLINER	FLD12064SD	1FVHALCK75DU79908	TRUCK	2005	\$112,614.00
N	J & J	196	TA18815	DUMP	2005	\$0.00

TRADE-IN & DOWNPAYMENT

Make	Model	Serial Number	Body Type	Model Year	Allowance
List Payoff to:			Payoff Amount		\$0.00
			Net Trade-in Allowance		\$0.00
			Cash Downpayment		\$78.50
			TOTAL DOWNPAYMENT		\$78.50

TOTAL OF PAYMENTS CALCULATION					
1.	Total Cash Sale Price				\$112,614.00
2.	Less Total Downpayment				\$78.50
3.	Unpaid Balance of Cash Price (1-2)				\$112,535.50
ITEMIZED CHARGES					
	A. Physical Damage Insurance				\$0.00
	B. Credit Life/Disability Insurance				\$0.00
	C. Non-Trucking Liability Insurance				\$0.00
	D. Guaranteed Auto Protection Insurance				\$0.00
	E. Insurance Tax (if applicable)				\$28.50
	F. Registration/License/Title Fees				\$13,111.00
	G. Federal Excise Tax				\$0.00
	H. Sales Tax				\$30.00
	I. Documentation Fee				\$5.00
	J. Origination Fee				\$10.00
	K. Other (LIEN FEE)				\$5.00
	L. Other (NEW TIRE FEE)				\$5.00
	M. Other (FUEL TAX FEE)				\$0.00
	N. Business Service Fee ():				\$13,189.50
4.	Total Itemized Charges (Sum of A through N)				\$125,725.00
5.	Amount Financed (3+4)				\$24,990.80
6.	Finance Charge				\$150,715.80
7.	Total of Payments (5+6)				

EXHIBIT



Terms and Conditions

QUOTE NO. 161621

1. **Promise to Pay:** I promise to pay to the order of Lender the Total of Payments indicated above, which includes principal (Amount Financed) and precomputed interest (Finance Charge).
2. **Payment Schedule:** My loan is payable in 60 installment payments of \$2,511.93 each, commencing on 11/21/2005 and the 21st day of each successive month thereafter, except as follows: N/A.
3. **Late Payment:** If I fail to make any payment within ten (10) days of the due date, I agree to pay Lender a late payment fee in an amount equal to 5% of the delinquent payment, or such lesser amount as may be limited by law.
4. **Returned Check Charges:** If I make any payment by check, and my check is returned unpaid for any reason, I agree to pay Lender a returned check charge in the amount of \$35.00, or such lesser amount as may be limited by law.
5. **Prepayment:** I may prepay my Indebtedness under this Agreement, less any required rebate of unearned interest, in full at any time. The rebate will be based upon either simple interest or the Rule of 78's, whichever is more favorable to me.
6. **Grant of Security Interest:** In order to secure the prompt and punctual payment and satisfaction of my Indebtedness (as defined herein), I am granting Lender a security interest in the Equipment, and in all accessions, replacements and additions to the Equipment, and in all leases of the Equipment, and in all lease payments, rentals, and rights thereto, and in all proceeds derived from the Equipment, including insurance proceeds and refunds of insurance premiums. I also agree that collateral securing other loans, credit sales and leases that I may have with Lender, whether now or in the future, additionally will secure my Indebtedness under this Agreement. The Equipment, all leases of the Equipment, all lease payments, rentals, and rights thereto, proceeds, and my additional collateral securing other loans, credit sales, and leases with Lender, are individually, collectively and interchangeably referred to under this Agreement as my "Collateral." For purposes of this Agreement, the term "Indebtedness" means: (1) my indebtedness under my loan and under this Agreement for payment of principal, interest, late charges and returned check fees; (2) my indebtedness under any other loans or obligations that I may now and in the future owe to Lender; (3) all additional funds that Lender may advance on my behalf as provided in this Agreement; and (4) Lender's costs and expenses incurred in enforcing Lender's rights under this Agreement, and in protecting and preserving the Collateral, including reimbursement of Lender's reasonable attorney's fees, court costs, and collection expenses. I authorize Lender to perfect its security interest in the Collateral by filing a copy of this Agreement, or a UCC financing statement, and/or title documentation with the proper filing or title office. I agree to reimburse Lender for all filing costs and perfection expenses, as well as for all costs of amending, continuing and terminating such filings.
7. **Covenants:** I agree: (1) not to sell, lease, transfer or assign the Collateral without Lender's prior written consent; (2) not to allow any other security interest or lien to be placed on or to attach to the Collateral; (3) not to make any material changes or alterations to the Equipment without Lender's prior written consent (including replacements, additions, accessories or substitutions); (4) not to remove the Equipment from the state in which I reside or have my principal offices, other than in the ordinary course of business, for a period in excess of sixty (60) consecutive days, without first obtaining Lender's prior written consent; (5) not to retitle the Equipment in another state without first notifying Lender; and (6) if I am a business entity, not to change my name or form or state of organization without first notifying Lender at least thirty (30) days in advance of such change. I further agree: (a) that anything that may be attached to the Equipment will become an accession to the Equipment, and will become part of the Collateral; (b) to make all necessary repairs to, and not to abandon the Equipment; (c) to abide by all laws and rules and regulations with respect to the use and operation of the Equipment, and to obtain all necessary permits and licenses in those jurisdictions where required; (d) to pay all taxes and assessments levied against the Equipment and to furnish Lender with proof of such payments; and (e) to permit Lender to inspect the Equipment at reasonable times.
8. **Insurance:** So long as my Indebtedness remains unpaid and unsatisfied, I agree to maintain insurance on the Equipment, at my expense, and with such coverages and deductible limits as may be required by Lender, and with such financially responsible insurance companies as may be acceptable to Lender. Such insurance shall include: (a) collision coverage; and (b) either (1) comprehensive coverage, or (2) fire, theft and combined additional coverages, on the Equipment, with a deductible not to exceed \$1,000, insuring against loss up to the value of the Equipment at the time of loss. I agree to name Lender as a non-contributory lender loss payee beneficiary and as an additional insured under my insurance policy, which will require at least twenty (20) days advance written notice to Lender before such insurance may lapse, or be reduced or canceled or terminated for any reason. I agree to provide Lender with a copy of my insurance policy along with evidence that I have paid the policy premiums and all renewal premiums. I assign to Lender all proceeds from insurance policies covering the Equipment, including, but not limited to, refunds of unearned premiums of any credit life, credit disability, property or other insurance financed by Lender under this Agreement, and direct the insurance companies to pay such amounts directly to Lender. Lender may apply any such insurance proceeds and returned premiums received to the unpaid balance of my then Indebtedness. I instruct my insurance company to make such payments directly to Lender. I also grant Lender an irrevocable power of attorney, coupled with an interest, to endorse any draft or check received as proceeds of insurance, and if I am then in default, to negotiate and settle any claims I may have with respect to the Equipment. Should I fail to purchase and maintain insurance on the Equipment, or should I fail to do whatever else is required of me under this Agreement, then Lender shall have the right (at Lender's sole option, and without any responsibility or liability to do so) to purchase insurance of such type and coverages, and in such amounts as Lender deems acceptable, and to do such other acts as Lender may deem, within its sole discretion, to be necessary and proper. I agree to immediately reimburse Lender for all additional sums that Lender may advance for such purposes, together with interest thereon at the rate of 18% per annum, or such lesser rate as may be limited by law, from the date of each advance until I repay Lender in full. I authorize Lender to release to third parties any information necessary to facilitate insurance and tax monitoring and insurance placement.

9. **Default and Acceleration:** Lender has the right at its sole option to insist on immediate payment in full of all Indebtedness that I may owe to Lender, less any required rebates of unearned interest, upon the occurrence of any one or more of the following events: (1) if I fail to make any payment under this Agreement when due; or (2) if I am in default under any other provision of this Agreement; or (3) if I am in default under any other loan, extension of credit, or obligation that I may then owe to Lender; or (4) if I should become insolvent, or apply for bankruptcy or other relief from creditors; or (5) if any of the Equipment is seized under process of law; or (6) if any guaranty of my obligations under this Agreement is withdrawn or becomes unenforceable for any reason; or (7) if Lender reasonably believes itself to be insecure in the repayment of this Agreement. After default and acceleration, I agree to continue to pay Lender interest on the then unpaid balance of my Indebtedness at the rate of eighteen (18%) percent per annum, or such lesser rate as may be limited by law.
10. **Default Remedies:** Should I default under this Agreement, and Lender elects to accelerate payment of my Indebtedness, Lender may exercise all of the rights and remedies available to secured creditors generally under the Uniform Commercial Code in effect in the state where the Collateral is then located. I agree to turn over and deliver the Collateral to Lender at my expense, at the time and at the location Lender may demand of me. Alternatively, Lender may enter any premises or other place where the Collateral may be located, and take possession of the Collateral, and all other property then located on or in the Collateral, provided that Lender is able to do so without breach of the peace. Lender may then sell the Collateral without warranty at public or private sale, and apply the sale proceeds to the satisfaction of my Indebtedness. Lender has no obligation to clean-up, repair, or prepare the Collateral for sale. Any requirement that Lender notify me of the sale or other disposition of the Collateral will be satisfied if Lender sends me a written communication at least ten (10) days in advance of the date on which a public sale is scheduled, or within ten (10) days in advance of the time after which a private sale or other disposition may take place.
11. **Waivers:** I and all Guarantors each waive presentment, notice, and demand for payment, and agree that our liability under this Agreement shall be joint and several with each other. We further agree that discharge or release of any party, or Collateral, or any extension of time for payment, or any delay in enforcing Lender's rights, will not cause Lender to lose any of its rights. I expressly waive any right to a jury trial in any dispute regarding or arising out of this Agreement, the sale of the Equipment, or my relationship with Lender or Dealer.
12. **Collection Attorney's Fees and Expenses:** If Lender has to sue me, or if Lender refers my loan to an attorney for collection, I agree to pay Lender reasonable attorney's fees. I further agree to reimburse Lender for its court costs and collection expenses incurred in enforcing Lender's rights under this Agreement.
13. **Savings Clause:** It is Lender's intent to fully comply with all laws and regulations limiting imposition and collection of interest and other fees and charges in connection with my loan. Should I be called upon, or should I ever pay interest or other fees and charges to Lender in excess of the amount(s) and rate(s) permitted, I agree that Lender may cure such violation by crediting any excess amount that I have paid against my then outstanding Indebtedness under this Agreement.
14. **No Agency Relationship; No Right to Assert Claims and Defenses:** I fully understand and unconditionally agree that neither Dealer, the Equipment manufacturer and distributor, nor their employees, are Lender's partners, agents, or representatives, and have no right to commit, bind or obligate Lender in any way. My obligations to Lender under this Agreement are absolute and unconditional, and I have no right to assert against Lender any claims or defenses that I may have against the Dealer, the Equipment manufacturer, distributor, or their employees.
15. **Representations and Warranties:** I represent and warrant to Lender that: (1) my correct legal name and state of residence or organization are listed on page 1 of this Agreement, and I am properly authorized, licensed and in good standing to conduct business in each applicable jurisdiction; (2) none of the preprinted provisions of this Agreement have been altered, modified, or stricken by me or by anyone else; (3) I or my authorized representative properly executed this Agreement in my name and my signature on this Agreement, or that of my authorized representative, is genuine; (4) the amount of the cash downpayment reflected in this Agreement was paid by me to the Dealer in cash prior to the time this Agreement was signed; (5) any trade-in allowance, rebate or incentive payment reflected in this Agreement is bona fide and was applied to the Cash Sale Price of the Equipment; and (6) I have and intend to license, title, and register the Equipment in the proper state or jurisdiction.
16. **Governing Law:** I agree that this Agreement shall become effective only when it is received and accepted by Lender in the State of Illinois. I further agree that this Agreement and my credit financing of the Equipment shall be governed and construed under the laws of the State of Illinois irrespective of the conflict of laws principles of that state.
17. **Miscellaneous:** In this Agreement, the words "I", "me", "my", "we", "us" and "our" individually, collectively and interchangeably mean each person or entity signing this Agreement as a Borrower, Co-Borrower or Guarantor, their successors and assigns, and all other persons that may be or become obligated under this Agreement. "Lender" means DaimlerChrysler Services North America LLC, and its successors, transferees and assigns. All schedules executed in connection with this Agreement are part of this Agreement. This Agreement and any such schedules constitute the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing signed by all parties. All provisions of this Agreement that are prohibited by applicable law shall be ineffective solely to the extent of such prohibition without invalidating the other provisions of this Agreement. Any waiver of Lender's rights and remedies under this Agreement shall be effective only if specifically agreed by Lender in writing.

I (we) acknowledge receipt of a completed copy of the Agreement, and agree to its terms.

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

Borrower : ROY R RALSTON

Co-Borrower: _____

By (signature): Roy Ralston

By (signature) : _____

Title: Individual

Title: _____

QUOTE NO. 161621

GUARANTY

I (we) hereby, jointly, severally and unconditionally guarantee payment of all indebtedness under this Agreement, and all extensions, substitutions and refinancings thereof, and agree to the Agreement's terms and conditions. I (we) waive any rights that I (we) may have to require DCS to first exhaust its remedies against the Buyer(s), the Collateral, or any other guarantor, before collecting under this Guaranty.

Guarantor Name: _____

Guarantor Name: _____

Guarantor (signature): _____

Guarantor (signature): _____

REQUIRED PROPERTY INSURANCE:

Fire and theft and collision insurance are required until the Agreement is paid in full. I understand that I have the right to choose the agent or broker and the company through whom physical damage insurance required under this Agreement is to be obtained.

☐ Acknowledging the foregoing, I request and authorize Dealer to attempt to obtain those insurance coverages checked below, and for which an annual premium amount is shown, for 0 months from the date hereof and through (name of insurance company):

☐ Collision and one of the following:	_____	Deductible
☐ Comprehensive, or	_____	Deductible
☐ Fire, Theft and CAC	_____	Deductible

Annual Premium: \$0.00

Total Premium:

Extent of Coverage: Minimum of Actual Cash Value. Unless otherwise stated in the policy, proceeds must be payable to Borrower and Lender as their interests may appear.

UNLESS OTHERWISE SPECIFIED HEREIN, THE INSURANCE AFFORDED UNDER THIS AGREEMENT DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS. NO PUBLIC LIABILITY INSURANCE IS ISSUED WITH THIS TRANSACTION.

Disclosures Required Under Illinois Law:

Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

VOLUNTARY CREDIT LIFE AND DISABILITY INSURANCE:

Credit life and disability insurance are not required by Lender. However, such insurance may be purchased through Dealer on a voluntary/elective basis for the following costs:

Credit Life Insurance: ☐ I desire credit life insurance.
Credit Disability Insurance: ☐ I desire credit disability insurance.
Person Proposed for Credit Life/Credit Disability Insurance:

(Signature of Person to be Insured)

Date:

BUSINESS PURPOSE STATEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

COUNTY OF CLEARFIELD

STATE/Commonwealth of PENNSYLVANIA

Borrower certifies under oath and penalty of perjury that Borrower is ☒ an individual or proprietorship ☐ a corporation ☐ a partnership ☐ a limited partnership ☐ a limited liability company ☐ other _____, organized under the laws of the State/Commonwealth of PENNSYLVANIA.

Borrower further certifies that the proceeds of the Borrower's loan obtained from Lender will be used solely to finance the purchase of the described Equipment, and to finance the additional fees and charges provided under this Agreement, and for no other purpose, and that Borrower intends to use the purchased Equipment primarily for business and commercial purposes, and not for personal, family, household or agricultural purposes.

This sworn statement is provided to Lender pursuant to Section 438.61 of the Michigan Compiled Laws Annotated, and Section 10-7.2 of the Pennsylvania Code, as applicable.

Borrower: ROY R RALSTON

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

By (signature):

Roy R. Pabla

Title:

Individual

ACKNOWLEDGEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

Sworn and subscribed to before me this 06TH day of OCTOBER, 2005

Notary Public, CLEARFIELD County, PENNSYLVANIA

My commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Sharon C. Stevenson, Notary Public
Sandy Twp., Clearfield County
My Commission Expires Feb. 12, 2006
Member, Pennsylvania Association of Notaries

This Agreement shall be deemed to be received and accepted by DaimlerChrysler Services North America LLC in Lisle, Illinois on the date of funding.

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

DAIMLERCHRYSLER FINANCIAL,

Plaintiff

vs.

ROY R. RALSTON,

Defendant

No. 2007-1134-CD

ACCEPTANCE OF SERVICE

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

PATRICK THOMAS WOODMAN, ESQUIRE
PA I.D. # 34507
WELTMAN, WEINBERG & REIS, CO.
L.P.A.
436 SEVENTH AVENUE, SUITE 2718
PITTSBURGH, PA 15219
(412) 434-7955
Fax: 412-338-7130

WWR#5850451

FILED ICC AAA
m/12:35pm Woodman
FEB 19 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

DAIMLERCHRYSLER FINANCIAL,

Plaintiff

vs.

Civil Action No. 2007-1134-CD

ROY R. RALSTON,

Defendant

ACCEPTANCE OF SERVICE

I, Girard Kasubick, as Attorney for the Defendant, do hereby accept service of the Complaint on behalf of the Defendant.

2/1/2008


Girard Kasubick, Esquire

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff

vs.

ROY R. RALSTON,
Defendant

vs.

MURRAYS FREIGHTLINER,
Additional Defendant

: No.: 2007-1134-CD
: Type of Case: Civil
: Type of Pleading:
: Complaint to Join
: Additional Defendant,
: Murrays Freightliner
: Filed on behalf of:
: Defendant
: Counsel of Record for
: This Party:
: Girard Kasubick, Esq.
: Supreme Court No. 30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840

FILED
0/10.5130
MAR 20 2008

William A. Shaw
Prothonotary/Clerk of Courts

2cc
Atty
1cc Sheriff
@

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

DAIMLERCHRYSLER FINANCIAL, :
Plaintiff :
 : No. 2007-1134-CD
vs. :
 :
ROY R. RALSTON, :
Defendant :
 :
vs. :
 :
MURRAYS FREIGHTLINER, :
Additional Defendant :

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action 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's Office
Clearfield County Court House
Clearfield, PA 16830
(814) 765-2641

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

DAIMLERCHRYSLER FINANCIAL, :
Plaintiff :
 : No. 2007-1134-CD
vs. :
 :
ROY R. RALSTON, :
Defendant :
 :
vs. :
 :
MURRAYS FREIGHTLINER, :
Additional Defendant :

COMPLAINT TO JOIN ADDITIONAL
DEFENDANT, MURRAYS FREIGHTLINER

AND NOW, comes, the original Defendant, Roy R. Ralston, by and through his Attorney, Girard Kasubick, Esq., and files the following Complaint to Join Additional Defendant:

1. The Plaintiff, DaimlerChrysler Financial, with corporate offices at Lisle, Illinois 60532 filed a Complaint in this action against the Defendant, Roy R. Ralston, averring a claim of non-payment under a Loan Agreement. A copy of the Complaint is attached hereto and marked Exhibit "A".

2. The Defendant is Roy R. Ralston who resides at 3121 Crooked Sewer Road, Osceola Mills, Pennsylvania 16666.

3. The Additional Defendant, Murrays Freightliner, is a business entity having a place of business at Exit 97 I-80, Route 219N, 1844 Rich Highway, DuBois, Pennsylvania 15801.

4. The Defendant is filing an Answer and New Matter to Plaintiff's Complaint concurrently with this Complaint to Join Additional Defendant, a copy of which is attached hereto and marked Exhibit "B".

5. On or about October 6, 2005, Defendant purchased a 2005 Freightliner, Model FLD12064SD, VIN No. 1FVHALCK75DU79908 Truck Tractor from the Additional Defendant for \$125,725.00, including taxes and costs, a copy of the purchase order is attached hereto and marked Exhibit "C".

6. Defendant took possession of the 2005 Freightliner Truck Tractor on or about October 6, 2005.

7. Additional Defendant stated and informed the Defendant that the aforesaid 2005 Freightliner Truck Tractor has a one year complete or nose to nose warranty.

8. By late 2005 and early 2006 the Defendant began to have problems with the 2005 Freightliner Truck Tractor purchased.

9. The problems Defendant had with the 2005 Freightliner Truck Tractor were as follows:

a). The tires were wearing out much quicker than normal wear and tear, and Defendant had obtained two sets of tires by April 2006.

b). The Truck Tractor spring bushings wore out or broke and needed to be replaced by April 2006, and Additional Defendant refused to cover them under warranty.

c). Several times in late spring, summer, and fall 2006 the Emission EGR valve did not work properly and had to be repaired or replaced. Additional Defendant refused to try and make these repairs in a timely fashion.

d). On two occasions in the summer of 2006 the Truck Tractor lost power and Defendant had problems hauling and on the second occasion Additional Defendant would not work on the Truck Tractor in a timely fashion.

e). The alternator needed replaced prior to normal wear and tear.

10. The said 2005 Freightliner Truck Tractor was down and in for repairs numerous times between October 2005 and November 2006 which resulted in loss of income to Defendant.

11. On or about November 9, 2006, Defendant gave back possession of the 2005 Freightliner Truck Tractor to Additional Defendant who would not make timely repairs to it when problems again arose with the Emission EGR value.

12. The Additional Defendant took back the 2005 Freightliner Truck Tractor and rejected the contract being Exhibit "C" attached hereto.

13. The 2005 Freightliner Truck Tractor's problems set forth in Paragraph 9 above and incorporated herein by reference thereto resulted in a breach of express warranty.

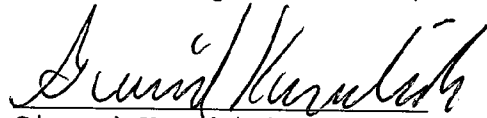
14. The 2005 Freightliner Truck Tractor's problems set forth in Paragraph 9 above and incorporated herein by reference thereto resulted in a breach of implied warranty.

15. The 2005 Freightliner Truck Tractor's problems set forth in Paragraph 9 above and incorporated herein by reference thereto resulted in a breach of warranty of merchantability and fitness of purpose.

16. The Defendant asserts the right of contribution, indemnity and liability against the Additional Defendant solely and/or jointly on the underlying action of the Plaintiff in the amount of \$41,434.13 plus any interest, attorney fees and costs set forth by Plaintiff.

WHEREFORE, Defendant requests your Honorable Court to enter judgment against the Additional Defendant, Murrays Freightliner, and in favor of Defendant on any claims or awards to Plaintiff or other relief your Honorable Court grants to Plaintiff.

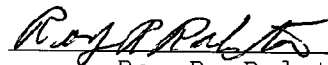
Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Girard Kasubick".

Girard Kasubick, Esq.
Attorney for Defendant,
Roy R. Ralston

VERIFICATION

I verify that the statements made in the foregoing Complaint to Join Additional Defendant, Murrays Freightliner is true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.



Roy R. Ralston

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

DAIMLERCHRYSLER FINANCIAL

Plaintiff

vs.

ROY R RALSTON

Defendant

No. 2007 - 1134 - CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

PATRICK THOMAS WOODMAN, ESQUIRE
PA I.D. # 34507
WELTMAN, WEINBERG & REIS, CO.
L.P.A.
436 SEVENTH AVENUE, SUITE 2718
PITTSBURGH, PA 15219
(412) 434-7955
Fax: 412-338-7130

WWR#05850451

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

DAIMLERCHRYSLER FINANCIAL

Plaintiff

vs.

Civil Action No.

ROY R RALSTON

Defendant

COMPLAINT IN CIVIL ACTION 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. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation having offices in LISLE, IL 60532-0354.
2. Defendant is an adult individual residing at 3121 CROOKED SEWER ROAD,
OSCEOLA, PA 16666 .
3. On or about 10/25/06, Defendant duly executed a DIRECT PURCHASE MONEY LOAN
AND SECURITY AGREEMENT (hereinafter the "Agreement") in favor of DAIMLERCHRYSLER
FINANCIAL, a true and correct copy of said Agreement is attached hereto, marked as Exhibit "1" and
made a part hereof.
4. Pursuant to said Contract, Defendant took possession of the vehicle more particularly
identified in the Contract as a FREIGHTLINER.
5. Plaintiff avers that Defendant is in default of the Agreement by having not made payment
to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.
6. Plaintiff avers that a balance of \$41,434.13 is due from Defendant as of FEBRUARY 22,
2007.
7. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to
interest at the rate of 6.% per annum.

8. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees.

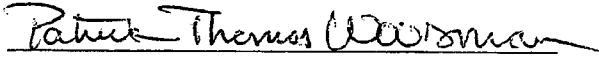
9. Plaintiff avers that such attorneys' fees amount to \$1500.00.

10. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, attorneys' fees, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant, ROY R RALSTON , individually, in the amount of \$41,434.13 with continuing interest thereon at the Contract rate of 6.% per annum from FEBRUARY 22, 2007, plus attorneys' fees of \$1500.00 and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

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


PATRICK THOMAS WOODMAN, ESQUIRE
PA I.D. # 34507
WELTMAN, WEINBERG & REIS, CO.
L.P.A.
436 SEVENTH AVENUE, SUITE 2718
PITTSBURGH, PA 15219
(412)434-7955
Fax: 412-338-7130

WWR#:05850451

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.

Patrick Thomas Woodman
Patrick Thomas Woodman, Esquire

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

DATE: 10/06/2005
QUOTE NO. 161621

100-6136491-000 139173-0001

BORROWER:

ROY R RALSTON
(Print Full Name)
3121 CROOKED SEWER ROAD OSCEOLA CLEARFIELD PA 16666
(Street No.) (City) (County) (State) (Zip)

CO-BORROWER:

(Print Full Name)
(Street No.) (City) (County) (State) (Zip)

DEALER:

Murray's Ford, Inc.
(Print Full Name)
1844 Rich Highway DuBois PA 15801
(Street No.) (City) (County) (State) (Zip)

LENDER: DaimlerChrysler Services North America LLC, 1011 Waltenville Road, Lisle, Illinois 60532.

I (meaning individually, collectively, and interchangeably, all Borrowers named above, jointly and severally) have entered into a direct loan with Lender to finance the purchase of the following described Equipment. I acknowledge to have accepted delivery of the Equipment in good order without reservation of rights and without implied warranty as to condition, merchantability, and suitability for any purpose. I further acknowledge and certify that I have entered into this loan with Lender, and I intend to use the purchased Equipment, primarily for business or commercial purposes, and not for personal, family, household or agricultural purposes.

DESCRIPTION OF EQUIPMENT:

New/ Used	Make	Model	Serial Number	Body Type	Model Year	Cash Sale Price
N	FREIGHTLINER	FLD12064SD	IFVHALCK75DU79908	TRUCK	2005	\$112,614.00
N	J & J	19'6	TA18815	DUMP	2005	\$0.00

TRADE-IN & DOWNPAYMENT

Make	Model	Serial Number	Body Type	Model Year	Allowance
List Payoff to:				Payoff Amount	\$0.00
				Net Trade-in Allowance	\$0.00
				Cash Downpayment	\$78.50
				TOTAL DOWNPAYMENT	\$78.50

TOTAL OF PAYMENTS CALCULATION

1.	Total Cash Sale Price	\$112,614.00
2.	Less Total Downpayment	\$78.50
3.	Unpaid Balance of Cash Price (1-2)	\$112,535.50
ITEMIZED CHARGES		
A.	Physical Damage Insurance	\$0.00
B.	Credit Life/Disability Insurance	\$0.00
C.	Non-Trucking Liability Insurance	\$0.00
D.	Guaranteed Auto Protection Insurance	\$0.00
E.	Insurance Tax (if applicable)	\$28.50
F.	Registration/License/Title Fees	\$13,111.00
G.	Federal Excise Tax	\$0.00
H.	Sales Tax	\$30.00
I.	Documentation Fee	
J.	Origination Fee	\$5.00
K.	Other (LIEN FEE)	\$10.00
L.	Other (NEW TIRE FEE)	\$5.00
M.	Other (FUEL TAX FEE)	\$0.00
N.	Business Service Fee ():	
4.	Total Itemized Charges (Sum of A through N)	\$13,189.50
5.	Amount Financed (3+4)	\$125,725.00
6.	Finance Charge	\$24,990.80
7.	Total of Payments (5+6)	\$150,715.80

EXHIBIT



TFFF1757 M1 PA (01/06/05) F&I Pro

Page 3

Terms and Conditions

QUOTE NO. 161621

1. **Promise to Pay:** I promise to pay to the order of Lender the Total of Payments indicated above, which includes principal (Amount Financed) and precomputed interest (Finance Charge).
2. **Payment Schedule:** My loan is payable in 60 installment payments of \$2,511.93 each, commencing on 11/21/2005 and the 21st day of each successive month thereafter, except as follows: N/A.
3. **Late Payment:** If I fail to make any payment within ten (10) days of the due date, I agree to pay Lender a late payment fee in an amount equal to 5% of the delinquent payment, or such lesser amount as may be limited by law.
4. **Returned Check Charges:** If I make any payment by check, and my check is returned unpaid for any reason, I agree to pay Lender a returned check charge in the amount of \$35.00, or such lesser amount as may be limited by law.
5. **Prepayment:** I may prepay my Indebtedness under this Agreement, less any required rebate of unearned interest, in full at any time. The rebate will be based upon either simple interest or the Rule of 78's, whichever is more favorable to me.
6. **Grant of Security Interest:** In order to secure the prompt and punctual payment and satisfaction of my Indebtedness (as defined herein), I am granting Lender a security interest in the Equipment, and in all accessions, replacements and additions to the Equipment, and in all leases of the Equipment, and in all lease payments, rentals, and rights thereto, and in all proceeds derived from the Equipment, including insurance proceeds and refunds of insurance premiums. I also agree that collateral securing other loans, credit sales and leases that I may have with Lender, whether now or in the future, additionally will secure my Indebtedness under this Agreement. The Equipment, all leases of the Equipment, all lease payments, rentals, and rights thereto, proceeds, and my additional collateral securing other loans, credit sales, and leases with Lender, are individually, collectively and interchangeably referred to under this Agreement as my "Collateral." For purposes of this Agreement, the term "Indebtedness" means: (1) my indebtedness under my loan and under this Agreement for payment of principal, interest, late charges and returned check fees; (2) my indebtedness under any other loans or obligations that I may now and in the future owe to Lender; (3) all additional funds that Lender may advance on my behalf as provided in this Agreement; and (4) Lender's costs and expenses incurred in enforcing Lender's rights under this Agreement, and in protecting and preserving the Collateral, including reimbursement of Lender's reasonable attorney's fees, court costs, and collection expenses. I authorize Lender to perfect its security interest in the Collateral by filing a copy of this Agreement, or a UCC financing statement, and/or title documentation with the proper filing or title office. I agree to reimburse Lender for all filing costs and perfection expenses, as well as for all costs of amending, continuing and terminating such filings.
7. **Covenants:** I agree: (1) not to sell, lease, transfer or assign the Collateral without Lender's prior written consent; (2) not to allow any other security interest or lien to be placed on or to attach to the Collateral; (3) not to make any material changes or alterations to the Equipment without Lender's prior written consent (including replacements, additions, accessories or substitutions); (4) not to remove the Equipment from the state in which I reside or have my principal offices, other than in the ordinary course of business, for a period in excess of sixty (60) consecutive days, without first obtaining Lender's prior written consent; (5) not to retitle the Equipment in another state without first notifying Lender; and (6) if I am a business entity, not to change my name or form or state of organization without first notifying Lender at least thirty (30) days in advance of such change. I further agree: (a) that anything that may be attached to the Equipment will become an accession to the Equipment, and will become part of the Collateral; (b) to make all necessary repairs to, and not to abandon the Equipment; (c) to abide by all laws and rules and regulations with respect to the use and operation of the Equipment, and to obtain all necessary permits and licenses in those jurisdictions where required; (d) to pay all taxes and assessments levied against the Equipment and to furnish Lender with proof of such payments; and (e) to permit Lender to inspect the Equipment at reasonable times.
8. **Insurance:** So long as my Indebtedness remains unpaid and unsatisfied, I agree to maintain insurance on the Equipment, at my expense, and with such coverages and deductible limits as may be required by Lender, and with such financially responsible insurance companies as may be acceptable to Lender. Such insurance shall include: (a) collision coverage; and (b) either (1) comprehensive coverage, or (2) fire, theft and combined additional coverages, on the Equipment, with a deductible not to exceed \$1,000, insuring against loss up to the value of the Equipment at the time of loss. I agree to name Lender as a non-contributory lender loss payee beneficiary and as an additional insured under my insurance policy, which will require at least twenty (20) days advance written notice to Lender before such insurance may lapse, or be reduced or canceled or terminated for any reason. I agree to provide Lender with a copy of my insurance policy along with evidence that I have paid the policy premiums and all renewal premiums. I assign to Lender all proceeds from insurance policies covering the Equipment, including, but not limited to, refunds of unearned premiums of any credit life, credit disability, property or other insurance financed by Lender under this Agreement, and direct the insurance companies to pay such amounts directly to Lender. Lender may apply any such insurance proceeds and returned premiums received to the unpaid balance of my then Indebtedness. I instruct my insurance company to make such payments directly to Lender. I also grant Lender an irrevocable power of attorney, coupled with an interest, to endorse any draft or check received as proceeds of insurance, and if I am then in default, to negotiate and settle any claims I may have with respect to the Equipment. Should I fail to purchase and maintain insurance on the Equipment, or should I fail to do whatever else is required of me under this Agreement, then Lender shall have the right (at Lender's sole option, and without any responsibility or liability to do so) to purchase insurance of such type and coverages, and in such amounts as Lender deems acceptable, and to do such other acts as Lender may deem, within its sole discretion, to be necessary and proper. I agree to immediately reimburse Lender for all additional sums that Lender may advance for such purposes, together with interest thereon at the rate of 18% per annum, or such lesser rate as may be limited by law, from the date of each advance until I repay Lender in full. I authorize Lender to release to third parties any information necessary to facilitate insurance and tax monitoring and insurance placement.

9. **Default and Acceleration:** Lender has the right at its sole option to insist on immediate payment in full of all Indebtedness that I may owe to Lender, less any required rebates of unearned interest, upon the occurrence of any one or more of the following events: (1) if I fail to make any payment under this Agreement when due; or (2) if I am in default under any other provision of this Agreement; or (3) if I am in default under any other loan, extension of credit, or obligation that I may then owe to Lender; or (4) if I should become insolvent, or apply for bankruptcy or other relief from creditors; or (5) if any of the Equipment is seized under process of law; or (6) if any guaranty of my obligations under this Agreement is withdrawn or becomes unenforceable for any reason; or (7) if Lender reasonably believes itself to be insecure in the repayment of this Agreement. After default and acceleration, I agree to continue to pay Lender interest on the then unpaid balance of my Indebtedness at the rate of eighteen (18%) percent per annum, or such lesser rate as may be limited by law.
10. **Default Remedies:** Should I default under this Agreement, and Lender elects to accelerate payment of my Indebtedness, Lender may exercise all of the rights and remedies available to secured creditors generally under the Uniform Commercial Code in effect in the state where the Collateral is then located. I agree to turn over and deliver the Collateral to Lender at my expense, at the time and at the location Lender may demand of me. Alternatively, Lender may enter any premises or other place where the Collateral may be located, and take possession of the Collateral, and all other property then located on or in the Collateral, provided that Lender is able to do so without breach of the peace. Lender may then sell the Collateral without warranty at public or private sale, and apply the sale proceeds to the satisfaction of my Indebtedness. Lender has no obligation to clean-up, repair, or prepare the Collateral for sale. Any requirement that Lender notify me of the sale or other disposition of the Collateral will be satisfied if Lender sends me a written communication at least ten (10) days in advance of the date on which a public sale is scheduled, or within ten (10) days in advance of the time after which a private sale or other disposition may take place.
11. **Waivers:** I and all Guarantors each waive presentment, notice, and demand for payment, and agree that our liability under this Agreement shall be joint and several with each other. We further agree that discharge or release of any party, or Collateral, or any extension of time for payment, or any delay in enforcing Lender's rights, will not cause Lender to lose any of its rights. I expressly waive any right to a jury trial in any dispute regarding or arising out of this Agreement, the sale of the Equipment, or my relationship with Lender or Dealer.
12. **Collection Attorney's Fees and Expenses:** If Lender has to sue me, or if Lender refers my loan to an attorney for collection, I agree to pay Lender reasonable attorney's fees. I further agree to reimburse Lender for its court costs and collection expenses incurred in enforcing Lender's rights under this Agreement.
13. **Savings Clause:** It is Lender's intent to fully comply with all laws and regulations limiting imposition and collection of interest and other fees and charges in connection with my loan. Should I be called upon, or should I ever pay interest or other fees and charges to Lender in excess of the amount(s) and rate(s) permitted, I agree that Lender may cure such violation by crediting any excess amount that I have paid against my then outstanding Indebtedness under this Agreement.
14. **No Agency Relationship; No Right to Assert Claims and Defenses:** I fully understand and unconditionally agree that neither Dealer, the Equipment manufacturer and distributor, nor their employees, are Lender's partners, agents, or representatives, and have no right to commit, bind or obligate Lender in any way. My obligations to Lender under this Agreement are absolute and unconditional, and I have no right to assert against Lender any claims or defenses that I may have against the Dealer, the Equipment manufacturer, distributor, or their employees.
15. **Representations and Warranties:** I represent and warrant to Lender that: (1) my correct legal name and state of residence or organization are listed on page 1 of this Agreement, and I am properly authorized, licensed and in good standing to conduct business in each applicable jurisdiction; (2) none of the preprinted provisions of this Agreement have been altered, modified, or stricken by me or by anyone else; (3) I or my authorized representative properly executed this Agreement in my name and my signature on this Agreement, or that of my authorized representative, is genuine; (4) the amount of the cash downpayment reflected in this Agreement was paid by me to the Dealer in cash prior to the time this Agreement was signed; (5) any trade-in allowance, rebate or incentive payment reflected in this Agreement is bona fide and was applied to the Cash Sale Price of the Equipment; and (6) I have and intend to license, title, and register the Equipment in the proper state or jurisdiction.
16. **Governing Law:** I agree that this Agreement shall become effective only when it is received and accepted by Lender in the State of Illinois. I further agree that this Agreement and my credit financing of the Equipment shall be governed and construed under the laws of the State of Illinois irrespective of the conflict of laws principles of that state.
17. **Miscellaneous:** In this Agreement, the words "I", "me", "my", "we", "us" and "our" individually, collectively and interchangeably mean each person or entity signing this Agreement as a Borrower, Co-Borrower or Guarantor, their successors and assigns, and all other persons that may be or become obligated under this Agreement. "Lender" means DaimlerChrysler Services North America LLC, and its successors, transferees and assigns. All schedules executed in connection with this Agreement are part of this Agreement. This Agreement and any such schedules constitute the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing signed by all parties. All provisions of this Agreement that are prohibited by applicable law shall be ineffective solely to the extent of such prohibition without invalidating the other provisions of this Agreement. Any waiver of Lender's rights and remedies under this Agreement shall be effective only if specifically agreed by Lender in writing.

I (we) acknowledge receipt of a completed copy of the Agreement, and agree to its terms.

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

Borrower : ROY R RALSTON

Co-Borrower: _____

By (signature): Roy Ralston

By (signature) : _____

Title: Individual

Title: _____

QUOTE NO. 161621

GUARANTY

I (we) hereby, jointly, severally and unconditionally guarantee payment of all indebtedness under this Agreement, and all extensions, substitutions and refinancings thereof, and agree to the Agreement's terms and conditions. I (we) waive any rights that I (we) may have to require DCS to first exhaust its remedies against the Buyer(s), the Collateral, or any other guarantor, before collecting under this Guaranty.

Guarantor Name: _____

Guarantor Name: _____

Guarantor (signature): _____

Guarantor (signature): _____

REQUIRED PROPERTY INSURANCE:

Fire and theft and collision insurance are required until the Agreement is paid in full. I understand that I have the right to choose the agent or broker and the company through whom physical damage insurance required under this Agreement is to be obtained.

☐ Acknowledging the foregoing, I request and authorize Dealer to attempt to obtain those insurance coverages checked below, and for which an annual premium amount is shown, for 0 months from the date hereof and through (name of insurance company):

☐ Collision and one of the following:	_____ Deductible
☐ Comprehensive, or	_____ Deductible
☐ Fire, Theft and CAC	_____ Deductible

Annual Premium: \$0.00

Total Premium:

Extent of Coverage: Minimum of Actual Cash Value. Unless otherwise stated in the policy, proceeds must be payable to Borrower and Lender as their interests may appear.

UNLESS OTHERWISE SPECIFIED HEREIN, THE INSURANCE AFFORDED UNDER THIS AGREEMENT DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS. NO PUBLIC LIABILITY INSURANCE IS ISSUED WITH THIS TRANSACTION.

Disclosures Required Under Illinois Law:

Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

VOLUNTARY CREDIT LIFE AND DISABILITY INSURANCE:

Credit life and disability insurance are not required by Lender. However, such insurance may be purchased through Dealer on a voluntary/elective basis for the following costs:

Credit Life Insurance: ☐ I desire credit life insurance.

Credit Disability Insurance: ☐ I desire credit disability insurance.

Person Proposed for Credit Life/Credit Disability Insurance:

Date:

(Signature of Person to be Insured)

BUSINESS PURPOSE STATEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

COUNTY OF CLEARFIELD

STATE/COMMONWEALTH OF PENNSYLVANIA

Borrower certifies under oath and penalty of perjury that Borrower is ☒ an individual or proprietorship ☐ a corporation ☐ a partnership ☐ a limited partnership ☐ a limited liability company ☐ other _____, organized under the laws of the State/Commonwealth of PENNSYLVANIA.

Borrower further certifies that the proceeds of the Borrower's loan obtained from Lender will be used solely to finance the purchase of the described Equipment, and to finance the additional fees and charges provided under this Agreement, and for no other purpose, and that Borrower intends to use the purchased Equipment primarily for business and commercial purposes, and not for personal, family, household or agricultural purposes.

This sworn statement is provided to Lender pursuant to Section 438.61 of the Michigan Compiled Laws Annotated, and Section 10-7.2 of the Pennsylvania Code, as applicable.

Borrower: ROY R RALSTON

TEFF1757 MI PA (01/06/05) F&I Pro

Page 7

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

By (signature):

Ray R. Palt...

Title:

Individual

ACKNOWLEDGEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

Sworn and subscribed to before me this 06TH day of OCTOBER, 2005

Sharon C. Stevenson

Notary Public, CLEARFIELD County, PENNSYLVANIA

My commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Sharon C. Stevenson, Notary Public
Sandy Twp., Clearfield County
My Commission Expires Feb. 12, 2006
Member, Pennsylvania Association of Notaries

This Agreement shall be deemed to be received and accepted by DaimlerChrysler Services North America LLC in Lisle, Illinois on the date of funding.

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff

vs.

ROY R. RALSTON,
Defendant

: No.: 2007-1134-CD
: Type of Case: Civil
: Type of Pleading:
: Answer and New Matter
: to Plaintiff's Complaint
: Filed on behalf of:
: Defendant
: Counsel of Record for
: This Party:
: Girard Kasubick, Esq.
: Supreme Court No. 30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840

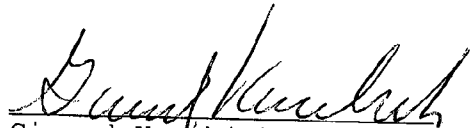
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

DAIMLERCHRYSLER FINANCIAL, :
Plaintiff :
vs. : No.: 2007-1134-CD
ROY R. RALSTON, :
Defendant :

NOTICE TO PLEAD

To: DaimlerChrysler Financial

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


Girard Kasubick, Esq.
Attorney for Defendant
611 Brisbin Street
Houtzdale, PA 16651
(814) 378-7840

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

DAIMLERCHRYSLER FINANCIAL, :
Plaintiff :
vs. : No.: 2007-1134-CD
ROY R. RALSTON, :
Defendant :

ANSWER AND NEW MATTER TO PLAINTIFF'S COMPLAINT

AND NOW, comes, Roy R. Ralston, Defendant, by and through his Attorney, Girard Kasubick, Esq., and files the following Answer and New Matter to Plaintiff's Complaint:

1. Admitted.
2. Admitted; however, the town is Osceola Mills, Pennsylvania.
3. Admitted in part and denied in part. It is admitted that the Defendant executed the Direct Purchase Money Loan and Security Agreement with the Plaintiff for the purchase of a 2005 Freightliner. It is denied that the Agreement was on or about October 25, 2006 and it is dated October 6, 2005.
4. Admitted.

5. Admitted in part and denied in part. It is admitted all payments have not been made. It is denied the entire balance is due from Defendant for the reasons set forth in New Matter and the Complaint to Join Additional Defendant which are incorporated herein as though set forth fully herein.

6. Denied. Defendant after reasonable investigation is without knowledge or information to form a belief as to this averment and proof thereof is demanded.

7. Denied. The Agreement attached as Exhibit "1" to Plaintiff's Complaint contains no interest rate, but only a set finance charge amount.

8. Admitted in part and denied in part. It is admitted the Agreement states payment of attorney fees, but it is denied Defendant is obligated to pay said fees for the reasons set forth in the New Matter and Complaint to Join Additional Defendant which are incorporated herein as though set forth fully herein.

9. Denied. Defendant after reasonable investigation is without knowledge or information to form a belief as to this averment and proof thereof is demanded.

10. Admitted. Defendant incorporates the New Matter and Complaint to Join Additional Defendant herein

as though fully set forth herein as further answer hereto.

WHEREFORE, Defendant requests your Honorable Court to enter judgment in favor of Defendant and against the Plaintiff.

NEW MATTER

11. On or about October 6, 2005, Defendant purchased a 2005 Freightliner, Model FLD12064SD, VIN No. 1FVHALCK75DU79908 Truck Tractor from Murrays Freightliner of 1844 Rich Highway, DuBois, Pennsylvania 15801.

12. The financing for the purchase noted in Paragraph 11 above was under the Agreement attached as Exhibit "1" to Plaintiff's Complaint.

13. After Defendant took possession of the Truck Tractor and while under warranty Defendant encountered numerous problems with the Truck Tractor as follows:

a). Tires wore out much quicker than normal tire wear and tear..

b). Truck Tractor spring bushings wore out and needed to be replaced prior to normal wear and tear.

c). Emission EGR valve did not work properly and needed repair or replacement on several occasions.

d). On several occasions the Truck Tractor lost power and needed repaired.

e). Alternator needed replaced prior to normal wear and tear.

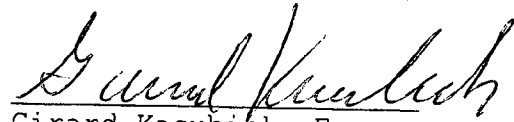
14. The said Truck Tractor was down and in for repairs numerous times which resulted in loss of income to Defendant.

15. On or about November 9, 2006, Defendant gave back possession of the Truck Tractor to Murrays Freightliner who would not continue to make repairs.

16. Defendant is joining Murrays Freightliner as an additional Defendant to this action as a party liable on the underlying cause of this action.

WHEREFORE, Defendant requests your Honorable Court to enter judgment in favor of Defendant and against the Plaintiff and Additional Defendant.

Respectfully submitted,



Girard Kasubick, Esq.
Attorney for Defendant,
Roy R. Ralston

VERIFICATION

I verify that the statements made in the foregoing Answer and New Matter to Plaintiff's Complaint is true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

Roy R. Ralston



MURRAY'S FREIGHTLINER

Exit 97 I-80 Rt. 219N • 1844 Rich Hwy.
DuBois, PA 15801
(814) 375-9090 • (888) 371-9707
Fax (814) 375-0494



PURCHASER'S NAME ROY R RALSTON SOC. SEC. NO. _____ DATE 10/06/2005
PURCHASER'S ADDRESS 3121 CROOKED SEWER ROAD D.O.B. _____ RESIDENCE PHONE _____
CITY, STATE & ZIP USGEOLA MILLS, PA 16666 LIC. NO. _____ BUSINESS PHONE 814-339-6930

VEHICLE BEING PURCHASED				CASH DELIVERED PRICE OF VEHICLE	
PLEASE ENTER MY ORDER FOR THE FOLLOWING ☒ NEW ☐ CAR ☒ TRUCK ☐ USED ☐ DEMO STOCK NO. <u>54091</u>				\$ <u>112,614</u> 00 FET TAX @ 12% <u>13,111</u> 00	
YEAR <u>2005</u>	MAKE <u>FREIGHTLINER</u>	MILEAGE <u>306</u>	ADDITIONAL EQUIPMENT (Optional)		
MODEL OR SERIES <u>FLD12064SD</u>	BODY TYPE <u>DUMP</u>				
COLOR <u>SLATE GRAY</u>	TRIM <u>GRAY</u>				
VIN <u>1FVHALCK75DU79908</u>	ENG. TYPE <u>DETROIT</u>				
TO BE DELIVERED ON OR ABOUT <u>10/06/2005</u>					
SALESMAN <u>TIM MAGRINI</u>					
IF A NEW VEHICLE SALE . . . The only warranties applying to this vehicle are those offered by the manufacturer.					
IF USED VEHICLE SALE-CHECK APPROPRIATE BOX ☐ AS IS: This Vehicle is sold "as is" by us. This motor vehicle is sold as is without any warranty. The purchaser will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle. OR ☐ The only Dealer Warranty on this Vehicle is the Limited Warranty which is issued with and made a part of this order form.					
CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY "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."					
USED VEHICLE TRADED IN AND/OR OTHER CREDIT					
YEAR <u>N/A</u>	MAKE OF TRADE-IN	MILEAGE			
MODEL OR SERIES	BODY TYPE				
COLOR	TRIM				
VIN	ENG. TYPE				
Balance Owed To:					
Address:					
Used Trade-In Allowance	\$ <u>N/A</u>	Cash Price of Vehicle & Accessories \$ <u>125,725</u> 00			
Balance Owed on Trade-In	\$ <u>N/A</u>	STATE AND LOCAL TAXES (If any) <u>EXEMPT</u>			
Net Allowance on Used Trade-In	\$ <u>N/A</u>	Documentary Fee /NEW TIRE FEE/FUEL TAX <u>45</u> 00			
Deposit or Credit Balance	\$ <u>0</u> 00	License, License Transfer, Title, Registration Fee <u>22.50/6/5</u> 33 50			
Cash with Order	\$ <u>78</u> 50	TOTAL PRICE OF UNIT \$ <u>125,803</u> 50			
TOTAL CREDIT (Transfer to Right Column)	\$ <u>78</u> 50	TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN) \$ <u>78</u> 50			
MEMO:					
UNPAID CASH BALANCE DUE ON DELIVERY \$ <u>125,725</u> 00					

Purchaser agrees that his Order on the face and reverse side hereof and any attachments hereto includes all the terms and conditions, that this Order cancels and supercedes any prior agreements and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of the Order. IF A DOCUMENTARY FEE OR PREPARATION CHARGE IS MADE, YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC SERVICE PERFORMED. Dealers may not charge customers for services which are paid by the manufacturer.

Accepted By: 10/06/2005 [Signature] 10/06/2005 Roy R Ralston
Date Dealer or His Authorized Representative Date Purchaser's Signature

"THANK YOU - WE APPRECIATE YOUR BUSINESS"
RETAIL ORDER FOR A MOTOR VEHICLE

EXHIBIT "C"

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS FORM.

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff

vs.

ROY R. RALSTON,
Defendant

: No.: 2007-1134-CD
: Type of Case: Civil
: Type of Pleading:
: Answer and New Matter
: to Plaintiff's Complaint
: Filed on behalf of:
: Defendant
: Counsel of Record for
: This Party:
: Girard Kasubick, Esq.
: Supreme Court No. 30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840

FILED

01/10:49 PM
MAR 20 2008

William A. Shaw
Prothonotary/Clerk of Courts

GR

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Atty Kasubick

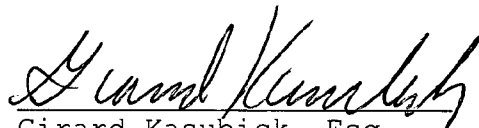
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

DAIMLERCHRYSLER FINANCIAL, :
Plaintiff :
vs. : No.: 2007-1134-CD
ROY R. RALSTON, :
Defendant :

NOTICE TO PLEAD

To: DaimlerChrysler Financial

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


Girard Kasubick, Esq.
Attorney for Defendant
611 Brisbin Street
Houtzdale, PA 16651
(814) 378-7840

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

DAIMLERCHRYSLER FINANCIAL, :
Plaintiff :
: No.: 2007-1134-CD
vs. :
: :
ROY R. RALSTON, :
Defendant :

ANSWER AND NEW MATTER TO PLAINTIFF'S COMPLAINT

AND NOW, comes, Roy R. Ralston, Defendant, by and through his Attorney, Girard Kasubick, Esq., and files the following Answer and New Matter to Plaintiff's Complaint:

1. Admitted.
2. Admitted; however, the town is Osceola Mills, Pennsylvania.
3. Admitted in part and denied in part. It is admitted that the Defendant executed the Direct Purchase Money Loan and Security Agreement with the Plaintiff for the purchase of a 2005 Freightliner. It is denied that the Agreement was on or about October 25, 2006 and it is dated October 6, 2005.
4. Admitted.

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6. Denied. Defendant after reasonable investigation is without knowledge or information to form a belief as to this averment and proof thereof is demanded.

7. Denied. The Agreement attached as Exhibit "1" to Plaintiff's Complaint contains no interest rate, but only a set finance charge amount.

8. Admitted in part and denied in part. It is admitted the Agreement states payment of attorney fees, but it is denied Defendant is obligated to pay said fees for the reasons set forth in the New Matter and Complaint to Join Additional Defendant which are incorporated herein as though set forth fully herein.

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10. Admitted. Defendant incorporates the New Matter and Complaint to Join Additional Defendant herein

as though fully set forth herein as further answer hereto.

WHEREFORE, Defendant requests your Honorable Court to enter judgment in favor of Defendant and against the Plaintiff.

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d). On several occasions the Truck Tractor lost power and needed repaired.

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14. The said Truck Tractor was down and in for repairs numerous times which resulted in loss of income to Defendant.

15. On or about November 9, 2006, Defendant gave back possession of the Truck Tractor to Murrays Freightliner who would not continue to make repairs.

16. Defendant is joining Murrays Freightliner as an additional Defendant to this action as a party liable on the underlying cause of this action.

WHEREFORE, Defendant requests your Honorable Court to enter judgment in favor of Defendant and against the Plaintiff and Additional Defendant.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Girard Kasubick".

Girard Kasubick, Esq.
Attorney for Defendant,
Roy R. Ralston

VERIFICATION

I verify that the statements made in the foregoing Answer and New Matter to Plaintiff's Complaint is true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.



Roy R. Ralston

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff

vs.

ROY R. RALSTON,
Defendant

vs.

MURRAYS FREIGHTLINER,
Additional Defendant:

: No.: 2007-1134-CD
: Type of Case: Civil
: Type of Pleading:
: Certificate of Service
: Filed on behalf of:
: Defendant
: Counsel of Record for
: This Party:
: Girard Kasubick, Esq.
: Supreme Court No. 30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840

FILED 1ce

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ARK 04

Atty Kasubick

William A. Shaw
Prothonotary/Clerk of Courts

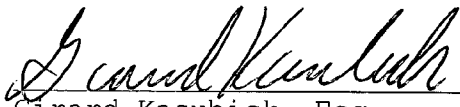
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

DAIMLERCHRYSLER FINANCIAL, :
Plaintiff :
vs. : No. 2007-1134-CD
ROY R. RALSTON, :
Defendant :
vs. :
MURRAYS FREIGHTLINER, :
Additional Defendant :

CERTIFICATE OF SERVICE

I hereby certify that I, Girard Kasubick, Esq.,
forwarded a copy of the Answer and New Matter to
Plaintiff's Complaint and Complaint to Join Additional
Defendant, Murrays Freightliner, to counsel of record
listed below by United States mail, postage prepaid on
March 20, 2008, at the following address:

Patrick Thomas Woodman, Esq.
WELTMAN, WEINBERG & REIS, CO.
L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219


Girard Kasubick, Esq.,
Attorney for Defendant,
Roy R. Ralston

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

DAIMLERCHRYSLER FINANCIAL,

Plaintiff,

v.

ROY R. RALSTON,

Defendant,

vs.

MURRAYS FREIGHTLINER,

Additional Defendant

No. 2007-1134-CD

REPLY TO NEW MATTER

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Patrick Thomas Woodman, Esquire
Pa. I.D.# 34507
Weltman, Weinberg & Reis, Co.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#5850451

FILED *no cc*
m/10:31/64
APR 04 2008 *OK*

William A. Shaw
Prothonotary/Clerk of Courts

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

DAIMLERCHRYSLER FINANCIAL,

No. 2007-1134-CD

Plaintiff,

v.

ROY R. RALSTON,

Defendant

vs.

MURRAYS FREIGHTLINER,

Additional Defendant

REPLY TO NEW MATTER

NOW COMES PLAINTIFF, DAIMLERCHRYSLER FINANCIAL, by and through its attorneys, Weltman, Weinberg & Reis Co., L.P.A. and files the within Reply to New Matter, the following of which is its statement:

1. Paragraph Eleven (11) of Defendant's New Matter is admitted.
2. Paragraph Twelve (12) of Defendant's New Matter is admitted.
3. Plaintiff is unable to verify the averments of Paragraph Thirteen (13) of Defendant's

New Matter and therefore cannot reply to said averments. To the extent a Reply is necessary, Plaintiff denies that the averments are defenses to the substance of Plaintiff's Complaint and strict proof to the contrary is demanded.

4. Plaintiff is unable to verify the averments of Paragraph Fourteen (14) of Defendant's New Matter and therefore cannot reply to said averments. To the extent a Reply is necessary, Plaintiff denies that the averments are defenses to the substance of Plaintiff's Complaint and strict proof to the contrary is demanded.

5. Plaintiff is unable to verify the averments of Paragraph Fifteen (15) of Defendant's New Matter and therefore cannot reply to said averments. To the extent a Reply is necessary, Plaintiff denies that the averments are defenses to the substance of Plaintiff's Complaint and strict proof to the contrary is demanded.

6. Paragraph Sixteen (16) of Defendant's New Matter is admitted.

WHEREFORE, Plaintiff DAIMLERCHRYSLER FINANCIAL respectfully judgment against Defendant Roy R. Ralston as requested in Plaintiff's Complaint in Civil Action.

Respectfully Submitted,

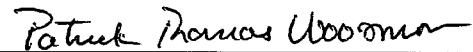


Patrick Thomas Woodman, Esquire
Pa. I.D.# 34507

Weltman, Weinberg & Reis, Co.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#5850451

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, he is an attorney for the Plaintiff herein; makes this Verification based upon the facts as supplied to him by the Plaintiff and/or its agents and because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for filing of this Reply to New Matter, and that the facts set forth in the foregoing Reply to New Matter are true and correct to the best of his knowledge, information and belief.



Patrick Thomas Woodman, Esquire

Pa. I.D.# 34507

Weltman, Weinberg & Reis, Co.

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#5850451

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Reply to New Matter was served on the following on this 3rd day of April, 2008, by first class, U.S. Mail, postage pre-paid:

GIRARD KASUBICK, ESQUIRE
Lehman & Kasubick
611 Brisbin Streete
Houtzdale, PA 16651

MURRAY'S FREIGHTLINER
Route 219N, 1844 Rich Highway
DuBois, PA 15801

Patrick Thomas Woodman
Patrick Thomas Woodman, Esquire
Pa. I.D.# 34507
Weltman, Weinberg & Reis, Co.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#5850451

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

DAIMLERCHRYSLER FINANCIAL)

Plaintiff,)

v.)

CASE NO: 07-1134-CD

ROY R RALSTON)

Defendant)

FILED 3 CC
01:54/311
MAY 27 2008
Kasubick
William A. Shaw
Prothonotary/Clerk of Courts

DEFENDANT'S ANSWER TO
PLAINTIFF'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.

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:

A true and correct copy of the Direct Purchase Money Loan and Security Agreement- (hereinafter the "agreement") signed by Roy Ralston on October 6, 2005 is attached hereto and made a part as Exhibit "1."

Admitted Yes

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:

Defendant took possession of the 2005 Freightliner Truck, Vehicle ID # 1FVHALCK75DU79908, on or about October 6, 2005.

Admitted Yes

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:

Defendant failed to make all of the payments required under the agreement.

Admitted Yes

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:

Pursuant to the terms of the agreement, Defendant granted a security interest to Plaintiff in the 2005 Freightliner Truck, Vehicle ID# 1FVHALCK75DU79908.

Admitted Yes

Denied _____

If the answer to Request for Admissions No. 4 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 5:

The 2005 Freightliner was repossessed due to Defendant's failure to make all of the payments required under the agreement.

Admitted _____

Denied Yes _____

If the answer to Request for Admissions No. 5 is "denied", then supply specific written documentation supporting the denial.

Due to the problems with the 2005 Freightliner truck, the Defendant voluntarily returned the truck to Murrays Freightliner on or about November 9, 2006. An actual repossession did not take place. Defendant made all payments under the Direct Purchase Money Loan and Security Agreement through November 9, 2006. These allegations are set forth in paragraphs 13 and 15 of Defendant's New Matter.

REQUEST FOR ADMISSION NO. 6:

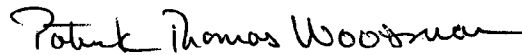
Defendant has not submitted any written dispute directly to the Plaintiff as to any accounting inaccuracy concerning the amounts owed to the Plaintiff pursuant to the agreement.

Admitted Yes, as to any dispute being submitted, but proof is demanded.

Denied _____

If the answer to the Request for Admissions No. 6 is "denied", then supply specific written documentation supporting the denial.

Respectfully submitted,



Patrick Thomas Woodman, Esq.

PA I.D. #34507

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#05850451

WWR# 5468251

VERIFICATION

I, Roy R. Ralston, (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.

5-22-08
Date

Roy R. Ralston
Signature Roy R. Ralston

CERTIFICATE OF SERVICE

I, Patrick Thomas Woodman, Esquire, hereby certify that a true and correct copy of the Request for Admissions was served on Defendant's attorney by regular U. S. Mail, postage prepaid, this 30~~th~~ day of April, 2008, addressed as follows:

Girard Kasubick, Esquire
LEHMAN & KASUBICK
611 Brisbin Street
Houtzdale, PA 16651

Patrick Thomas Woodman
Patrick Thomas Woodman, Esquire

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

DATE: 10/06/2005
QUOTE NO. 161621

100-6136491-000 139173-0001

BORROWER:

ROY R RALSTON

(Print Full Name)

3121 CROOKED SEWER ROAD

OSCEOLA

CLEARFIELD

PA

16666

(Street No.)

(City)

(County)

(State)

(Zip)

CO-BORROWER:

(Print Full Name)

(Street No.)

(City)

(County)

(State)

(Zip)

DEALER:

Murray's Ford, Inc.

(Print Full Name)

1844 Rich Highway

DuBois

PA

15801

(Street No.)

(City)

(County)

(State)

(Zip)

LENDER: DaimlerChrysler Services North America LLC, 1011 Warrenville Road, Lisle, Illinois 60532.

I (meaning individually, collectively, and interchangeably, all Borrowers named above, jointly and severally) have entered into a direct loan with Lender to finance the purchase of the following described Equipment. I acknowledge to have accepted delivery of the Equipment in good order without reservation of rights and without implied warranty as to condition, merchantability, and suitability for any purpose. I further acknowledge and certify that I have entered into this loan with Lender, and I intend to use the purchased Equipment, primarily for business or commercial purposes, and not for personal, family, household or agricultural purposes.

DESCRIPTION OF EQUIPMENT:

New/Used	Make	Model	Serial Number	Body Type	Model Year	Cash Sale Price
N	FREIGHTLINER	FLD12064SD	IFVHALCK75DU79908	TRUCK	2005	\$112,614.00
N	J & J	19'6	TA18815	DUMP	2005	\$0.00

TRADE-IN & DOWNPAYMENT

Make	Model	Serial Number	Body Type	Model Year	Allowance
List Payoff to:				Payoff Amount	\$0.00
				Net Trade-in Allowance	\$0.00
				Cash Downpayment	\$78.50
				TOTAL DOWNPAYMENT	\$78.50

TOTAL OF PAYMENTS CALCULATION

1.	Total Cash Sale Price	\$112,614.00
2.	Less Total Downpayment	\$78.50
3.	Unpaid Balance of Cash Price (1-2)	\$112,535.50
ITEMIZED CHARGES		
A.	Physical Damage Insurance	\$0.00
B.	Credit Life/Disability Insurance	\$0.00
C.	Non-Trucking Liability Insurance	\$0.00
D.	Guaranteed Auto Protection Insurance	\$0.00
E.	Insurance Tax (if applicable)	
F.	Registration/License/Title Fees	\$28.50
G.	Federal Excise Tax	\$13,111.00
H.	Sales Tax	\$0.00
I.	Documentation Fee	\$30.00
J.	Origination Fee	
K.	Other (LIEN FEE)	\$5.00
L.	Other (NEW TIRE FEE)	\$10.00
M.	Other (FUEL TAX FEE)	\$5.00
N.	Business Service Fee ():	\$0.00
4.	Total Itemized Charges (Sum of A through N)	\$13,189.50
5.	Amount Financed (3+4)	\$125,725.00
6.	Finance Charge	\$24,990.80
7.	Total of Payments (5+6)	\$150,715.80

EXHIBIT



EXHIBIT

Terms and Conditions

QUOTE NO. 161621

1. **Promise to Pay:** I promise to pay to the order of Lender the Total of Payments indicated above, which includes principal (Amount Financed) and precomputed interest (Finance Charge).
2. **Payment Schedule:** My loan is payable in 60 installment payments of \$2,511.93 each, commencing on 11/21/2005 and the 21st day of each successive month thereafter, except as follows: N/A.
3. **Late Payment:** If I fail to make any payment within ten (10) days of the due date, I agree to pay Lender a late payment fee in an amount equal to 5% of the delinquent payment, or such lesser amount as may be limited by law.
4. **Returned Check Charges:** If I make any payment by check, and my check is returned unpaid for any reason, I agree to pay Lender a returned check charge in the amount of \$35.00, or such lesser amount as may be limited by law.
5. **Prepayment:** I may prepay my Indebtedness under this Agreement, less any required rebate of unearned interest, in full at any time. The rebate will be based upon either simple interest or the Rule of 78's, whichever is more favorable to me.
6. **Grant of Security Interest:** In order to secure the prompt and punctual payment and satisfaction of my Indebtedness (as defined herein), I am granting Lender a security interest in the Equipment, and in all accessions, replacements and additions to the Equipment, and in all leases of the Equipment, and in all lease payments, rentals, and rights thereto, and in all proceeds derived from the Equipment, including insurance proceeds and refunds of insurance premiums. I also agree that collateral securing other loans, credit sales and leases that I may have with Lender, whether now or in the future, additionally will secure my Indebtedness under this Agreement. The Equipment, all leases of the Equipment, all lease payments, rentals, and rights thereto, proceeds, and my additional collateral securing other loans, credit sales, and leases with Lender, are individually, collectively and interchangeably referred to under this Agreement as my "Collateral." For purposes of this Agreement, the term "Indebtedness" means: (1) my indebtedness under my loan and under this Agreement for payment of principal, interest, late charges and returned check fees; (2) my indebtedness under any other loans or obligations that I may now and in the future owe to Lender; (3) all additional funds that Lender may advance on my behalf as provided in this Agreement; and (4) Lender's costs and expenses incurred in enforcing Lender's rights under this Agreement, and in protecting and preserving the Collateral, including reimbursement of Lender's reasonable attorney's fees, court costs, and collection expenses. I authorize Lender to perfect its security interest in the Collateral by filing a copy of this Agreement, or a UCC financing statement, and/or title documentation with the proper filing or title office. I agree to reimburse Lender for all filing costs and perfection expenses, as well as for all costs of amending, continuing and terminating such filings.
7. **Covenants:** I agree: (1) not to sell, lease, transfer or assign the Collateral without Lender's prior written consent; (2) not to allow any other security interest or lien to be placed on or to attach to the Collateral; (3) not to make any material changes or alterations to the Equipment without Lender's prior written consent (including replacements, additions, accessories or substitutions); (4) not to remove the Equipment from the state in which I reside or have my principal offices, other than in the ordinary course of business, for a period in excess of sixty (60) consecutive days, without first obtaining Lender's prior written consent; (5) not to retitle the Equipment in another state without first notifying Lender; and (6) if I am a business entity, not to change my name or form or state of organization without first notifying Lender at least thirty (30) days in advance of such change. I further agree: (a) that anything that may be attached to the Equipment will become an accession to the Equipment, and will become part of the Collateral; (b) to make all necessary repairs to, and not to abandon the Equipment; (c) to abide by all laws and rules and regulations with respect to the use and operation of the Equipment, and to obtain all necessary permits and licenses in those jurisdictions where required; (d) to pay all taxes and assessments levied against the Equipment and to furnish Lender with proof of such payments; and (e) to permit Lender to inspect the Equipment at reasonable times.
8. **Insurance:** So long as my Indebtedness remains unpaid and unsatisfied, I agree to maintain insurance on the Equipment, at my expense, and with such coverages and deductible limits as may be required by Lender, and with such financially responsible insurance companies as may be acceptable to Lender. Such insurance shall include: (a) collision coverage; and (b) either (1) comprehensive coverage, or (2) fire, theft and combined additional coverages, on the Equipment, with a deductible not to exceed \$1,000, insuring against loss up to the value of the Equipment at the time of loss. I agree to name Lender as a non-contributory lender loss payee beneficiary and as an additional insured under my insurance policy, which will require at least twenty (20) days advance written notice to Lender before such insurance may lapse, or be reduced or canceled or terminated for any reason. I agree to provide Lender with a copy of my insurance policy along with evidence that I have paid the policy premiums and all renewal premiums. I assign to Lender all proceeds from insurance policies covering the Equipment, including, but not limited to, refunds of unearned premiums of any credit life, credit disability, property or other insurance financed by Lender under this Agreement, and direct the insurance companies to pay such amounts directly to Lender. Lender may apply any such insurance proceeds and returned premiums received to the unpaid balance of my then Indebtedness. I instruct my insurance company to make such payments directly to Lender. I also grant Lender an irrevocable power of attorney, coupled with an interest, to endorse any draft or check received as proceeds of insurance, and if I am then in default, to negotiate and settle any claims I may have with respect to the Equipment. Should I fail to purchase and maintain insurance on the Equipment, or should I fail to do whatever else is required of me under this Agreement, then Lender shall have the right (at Lender's sole option, and without any responsibility or liability to do so) to purchase insurance of such type and coverages, and in such amounts as Lender deems acceptable, and to do such other acts as Lender may deem, within its sole discretion, to be necessary and proper. I agree to immediately reimburse Lender for all additional sums that Lender may advance for such purposes, together with interest thereon at the rate of 18% per annum, or such lesser rate as may be limited by law, from the date of each advance until I repay Lender in full. I authorize Lender to release to third parties any information necessary to facilitate insurance and tax monitoring and insurance placement.

9. **Default and Acceleration:** Lender has the right at its sole option to insist on immediate payment in full of all Indebtedness that I may owe to Lender, less any required rebates of unearned interest, upon the occurrence of any one or more of the following events: (1) if I fail to make any payment under this Agreement when due; or (2) if I am in default under any other provision of this Agreement; or (3) if I am in default under any other loan, extension of credit, or obligation that I may then owe to Lender; or (4) if I should become insolvent, or apply for bankruptcy or other relief from creditors; or (5) if any of the Equipment is seized under process of law; or (6) if any guaranty of my obligations under this Agreement is withdrawn or becomes unenforceable for any reason; or (7) if Lender reasonably believes itself to be insecure in the repayment of this Agreement. After default and acceleration, I agree to continue to pay Lender interest on the then unpaid balance of my Indebtedness at the rate of eighteen (18%) percent per annum, or such lesser rate as may be limited by law.
10. **Default Remedies:** Should I default under this Agreement, and Lender elects to accelerate payment of my Indebtedness, Lender may exercise all of the rights and remedies available to secured creditors generally under the Uniform Commercial Code in effect in the state where the Collateral is then located. I agree to turn over and deliver the Collateral to Lender at my expense, at the time and at the location Lender may demand of me. Alternatively, Lender may enter any premises or other place where the Collateral may be located, and take possession of the Collateral, and all other property then located on or in the Collateral, provided that Lender is able to do so without breach of the peace. Lender may then sell the Collateral without warranty at public or private sale, and apply the sale proceeds to the satisfaction of my Indebtedness. Lender has no obligation to clean-up, repair, or prepare the Collateral for sale. Any requirement that Lender notify me of the sale or other disposition of the Collateral will be satisfied if Lender sends me a written communication at least ten (10) days in advance of the date on which a public sale is scheduled, or within ten (10) days in advance of the time after which a private sale or other disposition may take place.
11. **Waivers:** I and all Guarantors each waive presentment, notice, and demand for payment, and agree that our liability under this Agreement shall be joint and several with each other. We further agree that discharge or release of any party, or Collateral, or any extension of time for payment, or any delay in enforcing Lender's rights, will not cause Lender to lose any of its rights. I expressly waive any right to a jury trial in any dispute regarding or arising out of this Agreement, the sale of the Equipment, or my relationship with Lender or Dealer.
12. **Collection Attorney's Fees and Expenses:** If Lender has to sue me, or if Lender refers my loan to an attorney for collection, I agree to pay Lender reasonable attorney's fees. I further agree to reimburse Lender for its court costs and collection expenses incurred in enforcing Lender's rights under this Agreement.
13. **Savings Clause:** It is Lender's intent to fully comply with all laws and regulations limiting imposition and collection of interest and other fees and charges in connection with my loan. Should I be called upon, or should I ever pay interest or other fees and charges to Lender in excess of the amount(s) and rate(s) permitted, I agree that Lender may cure such violation by crediting any excess amount that I have paid against my then outstanding Indebtedness under this Agreement.
14. **No Agency Relationship; No Right to Assert Claims and Defenses:** I fully understand and unconditionally agree that neither Dealer, the Equipment manufacturer and distributor, nor their employees, are Lender's partners, agents, or representatives, and have no right to commit, bind or obligate Lender in any way. My obligations to Lender under this Agreement are absolute and unconditional, and I have no right to assert against Lender any claims or defenses that I may have against the Dealer, the Equipment manufacturer, distributor, or their employees.
15. **Representations and Warranties:** I represent and warrant to Lender that: (1) my correct legal name and state of residence or organization are listed on page 1 of this Agreement, and I am properly authorized, licensed and in good standing to conduct business in each applicable jurisdiction; (2) none of the preprinted provisions of this Agreement have been altered, modified, or stricken by me or by anyone else; (3) I or my authorized representative properly executed this Agreement in my name and my signature on this Agreement, or that of my authorized representative, is genuine; (4) the amount of the cash downpayment reflected in this Agreement was paid by me to the Dealer in cash prior to the time this Agreement was signed; (5) any trade-in allowance, rebate or incentive payment reflected in this Agreement is bona fide and was applied to the Cash Sale Price of the Equipment; and (6) I have and intend to license, title, and register the Equipment in the proper state or jurisdiction.
16. **Governing Law:** I agree that this Agreement shall become effective only when it is received and accepted by Lender in the State of Illinois. I further agree that this Agreement and my credit financing of the Equipment shall be governed and construed under the laws of the State of Illinois irrespective of the conflict of laws principles of that state.
17. **Miscellaneous:** In this Agreement, the words "I", "me", "my", "we", "us" and "our" individually, collectively and interchangeably mean each person or entity signing this Agreement as a Borrower, Co-Borrower or Guarantor, their successors and assigns, and all other persons that may be or become obligated under this Agreement. "Lender" means DaimlerChrysler Services North America LLC, and its successors, transferees and assigns. All schedules executed in connection with this Agreement are part of this Agreement. This Agreement and any such schedules constitute the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing signed by all parties. All provisions of this Agreement that are prohibited by applicable law shall be ineffective solely to the extent of such prohibition without invalidating the other provisions of this Agreement. Any waiver of Lender's rights and remedies under this Agreement shall be effective only if specifically agreed by Lender in writing.

I (we) acknowledge receipt of a completed copy of the Agreement, and agree to its terms.

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

Borrower : ROY R RALSTON

Co-Borrower: _____

By (signature): Roy Ralston

By (signature): _____

Title: Individual

Title: _____

QUOTE NO. 161621

GUARANTY

I (we) hereby, jointly, severally and unconditionally guarantee payment of all Indebtedness under this Agreement, and all extensions, substitutions and refinancings thereof, and agree to the Agreement's terms and conditions. I (we) waive any rights that I (we) may have to require DCS to first exhaust its remedies against the Buyer(s), the Collateral, or any other guarantor, before collecting under this Guaranty.

Guarantor Name: _____

Guarantor Name: _____

Guarantor (signature): _____

Guarantor (signature): _____

REQUIRED PROPERTY INSURANCE:

Fire and theft and collision insurance are required until the Agreement is paid in full. I understand that I have the right to choose the agent or broker and the company through whom physical damage insurance required under this Agreement is to be obtained.

☐ Acknowledging the foregoing, I request and authorize Dealer to attempt to obtain those insurance coverages checked below, and for which an annual premium amount is shown, for 0 months from the date hereof and through (name of insurance company):

☐ Collision and one of the following:	_____ Deductible
☐ Comprehensive, or	_____ Deductible
☐ Fire, Theft and CAC	_____ Deductible

Annual Premium: \$0.00

Total Premium:

Extent of Coverage: Minimum of Actual Cash Value. Unless otherwise stated in the policy, proceeds must be payable to Borrower and Lender as their interests may appear.

UNLESS OTHERWISE SPECIFIED HEREIN, THE INSURANCE AFFORDED UNDER THIS AGREEMENT DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS. NO PUBLIC LIABILITY INSURANCE IS ISSUED WITH THIS TRANSACTION.

Disclosures Required Under Illinois Law:

Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

VOLUNTARY CREDIT LIFE AND DISABILITY INSURANCE:

Credit life and disability insurance are not required by Lender. However, such insurance may be purchased through Dealer on a voluntary/elective basis for the following costs:

Credit Life Insurance: ☐ I desire credit life insurance.
Credit Disability Insurance: ☐ I desire credit disability insurance.

Person Proposed for Credit Life/Credit Disability Insurance:

(Signature of Person to be Insured) Date:

BUSINESS PURPOSE STATEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

COUNTY OF CLEARFIELD

STATE/Commonwealth of PENNSYLVANIA

Borrower certifies under oath and penalty of perjury that Borrower is ☒ an individual or proprietorship ☐ a corporation ☐ a partnership ☐ a limited partnership ☐ a limited liability company ☐ other _____, organized under the laws of the State/Commonwealth of PENNSYLVANIA.

Borrower further certifies that the proceeds of the Borrower's loan obtained from Lender will be used solely to finance the purchase of the described Equipment, and to finance the additional fees and charges provided under this Agreement, and for no other purpose, and that Borrower intends to use the purchased Equipment primarily for business and commercial purposes, and not for personal, family, household or agricultural purposes.

This sworn statement is provided to Lender pursuant to Section 438.61 of the Michigan Compiled Laws Annotated, and Section 10-7.2 of the Pennsylvania Code, as applicable.

Borrower: ROY R RALSTON

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

By (signature):

Ray P. Rabin

Title:

Individual

ACKNOWLEDGEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

Sworn and subscribed to before me this 06TH day of OCTOBER, 2005

Sharon C. Stevenson

Notary Public, CLEARFIELD County, PENNSYLVANIA

My commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Sharon C. Stevenson, Notary Public
Sandy Twp., Clearfield County
My Commission Expires Feb. 12, 2006
Member, Pennsylvania Association of Notaries

This Agreement shall be deemed to be received and accepted by DaimlerChrysler Services North America LLC in Lisle, Illinois on the date of funding.

William A. Shaw
Prothonotary/Clerk of Courts

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

DAIMLERCHRYSLER FINANCIAL,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-1134 C.D.
	:	
ROY R. RALSTON,	:	
Defendant	:	
	:	
vs.	:	
	:	
MURRAYS FREIGHTLINER,	:	
Additional Defendant	:	
	:	
vs.	:	
	:	
DAIMLER TRUCKS NORTH	:	
AMERICA, LLC,	:	
Additional Defendant	:	

NOTICE

TO: DAIMLER TRUCKS NORTH AMERICA, LLC

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Office of the Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, Pennsylvania 16830
(814) 765-2641

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

DAIMLERCHRYSLER FINANCIAL,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-1134 C.D.
	:	
ROY R. RALSTON,	:	
Defendant	:	
	:	
vs.	:	
	:	
MURRAYS FREIGHTLINER,	:	
Additional Defendant	:	
	:	
vs.	:	
	:	
DAIMLER TRUCKS NORTH	:	
AMERICA, LLC,	:	
Additional Defendant	:	

**COMPLAINT TO JOIN ADDITIONAL DEFENDANT, DAIMLER
TRUCKS NORTH AMERICA, LLC**

AND NOW, comes the first Additional Defendant, Murrays Freightliner, by and through its attorneys, Hopkins Heltzel LLP, and files the following Complaint to Join second Additional Defendant, Daimler Trucks North America, LLC.

1. The Plaintiff, DaimlerChrysler Financial, with corporate offices at Lisle, Illinois 60532 filed a Complaint in this action against the Defendant, Roy R. Ralston, averring a claim of non-payment under a loan agreement. A copy of the Complaint is attached hereto as Exhibit "A".

2. The Defendant is Roy R. Ralston who resides at 3121 Crooked Sewer Road, Osceola Mills, Pennsylvania 16666.

3. The first Additional Defendant, Murrays Freightliner, is a business entity having a place of business at Exit 97, I-80, Route 219N, 1844 Rich Highway, DuBois, Pennsylvania 15801

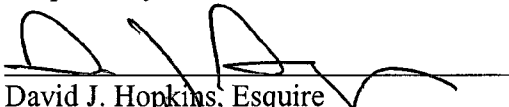
4. The second Additional Defendant, Daimler Trucks North America, LLC previously Freightliner LLC, is a business entity with its corporate offices at 4747 Channel Avenue, Portland, Oregon 97217.

5. Original Defendant, Roy R. Ralston, filed a Complaint to Join Additional Defendant, Murrays Freightliner, alleging breach of express warranty, breach of implied warranty and breach of warranty of merchantability and fitness of purpose. A copy of which is attached hereto as Exhibit "B".

6. Additional Defendant Murrays Freightliner denies all allegations set forth in Ralston's Complaint. However, in the event the claims of Ralston are upheld, Murrays Freightliner seeks contribution, indemnity and liability against second Additional Defendant, Daimler Trucks North America, LLC.

WHEREFORE, Murrays Freightliner respectfully requests this Honorable Court that in the event judgment is entered against Murrays Freightliner that judgment be entered against Daimler Trucks North America LLC and for such other and further relief as the Honorable Court deems fair, just and equitable.

Respectfully submitted,



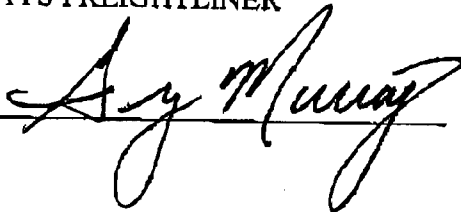
David J. Hopkins, Esquire

Attorney for Additional Defendant

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

MURRAYS FREIGHTLINER

BY: 

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

DAIMLERCHRYSLER FINANCIAL

Plaintiff

vs.

ROY R RALSTON

Defendant

No. 2007 - 1134 - CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

PATRICK THOMAS WOODMAN, ESQUIRE

PA I.D. # 34507

WELTMAN, WEINBERG & REIS, CO.

L.P.A.

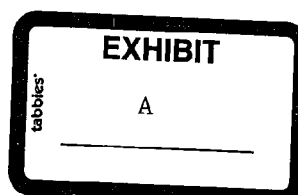
436 SEVENTH AVENUE, SUITE 2718

PITTSBURGH, PA 15219

(412) 434-7955

Fax: 412-338-7130

WWR#05850451



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

DAIMLERCHRYSLER FINANCIAL

Plaintiff

vs.

Civil Action No.

ROY R RALSTON

Defendant

COMPLAINT IN CIVIL ACTION 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. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation having offices in LISLE, IL 60532-0354.

2. Defendant is an adult individual residing at 3121 CROOKED SEWER ROAD,
OSCEOLA, PA 16666 .

3. On or about 10/25/06, Defendant duly executed a DIRECT PURCHASE MONEY LOAN AND SECURITY AGREEMENT (hereinafter the "Agreement") in favor of DAIMLERCHRYSLER FINANCIAL, a true and correct copy of said Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.

4. Pursuant to said Contract, Defendant took possession of the vehicle more particularly identified in the Contract as a FREIGHTLINER.

5. Plaintiff avers that Defendant is in default of the Agreement by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

6. Plaintiff avers that a balance of \$41,434.13 is due from Defendant as of FEBRUARY 22, 2007.

7. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 6.% per annum.

8. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees.

9. Plaintiff avers that such attorneys' fees amount to \$1500.00.

10. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, attorneys' fees, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant, ROY R RALSTON, individually, in the amount of \$41,434.13 with continuing interest thereon at the Contract rate of 6.% per annum from FEBRUARY 22, 2007, plus attorneys' fees of \$1500.00 and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

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



PATRICK THOMAS WOODMAN, ESQUIRE

PA I.D. # 34507

WELTMAN, WEINBERG & REIS, CO.

L.P.A.

436 SEVENTH AVENUE, SUITE 2718

PITTSBURGH, PA 15219

(412) 434-7955

Fax: 412-338-7130

WWR#: 05850451

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.

Patrick Thomas Woodman

Patrick Thomas Woodman, Esquire

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

DATE: 10/06/2005
QUOTE NO. 161621

100-6136491-000 139173-0001

BORROWER: ROY R RALSTON
(Print Full Name)
3121 CROOKED SEWER ROAD OSCEOLA CLEARFIELD PA 16666
(Street No.) (City) (County) (State) (Zip)

CO-BORROWER:
(Print Full Name)
(Street No.) (City) (County) (State) (Zip)

DEALER: Murray's Ford, Inc.
(Print Full Name)
1844 Rich Highway DuBois PA 15801
(Street No.) (City) (County) (State) (Zip)

LENDER: DaimlerChrysler Services North America LLC, 1011 Warrenville Road, Lisle, Illinois 60532.

I (meaning individually, collectively, and interchangeably, all Borrowers named above, jointly and severally) have entered into a direct loan with Lender to finance the purchase of the following described Equipment. I acknowledge to have accepted delivery of the Equipment in good order without reservation of rights and without implied warranty as to condition, merchantability, and suitability for any purpose. I further acknowledge and certify that I have entered into this loan with Lender, and I intend to use the purchased Equipment, primarily for business or commercial purposes, and not for personal, family, household or agricultural purposes.

DESCRIPTION OF EQUIPMENT:

New/ Used	Make	Model	Serial Number	Body Type	Model Year	Cash Sale Price
N	FREIGHTLINER	FLD12064SD	IFVHALCK75DU79908	TRUCK	2005	\$112,614.00
N	J & J	19'6	TA18815	DUMP	2005	\$0.00

TRADE-IN & DOWNPAYMENT

Make	Model	Serial Number	Body Type	Model Year	Allowance
List Payoff to:				Payoff Amount	\$0.00
				Net Trade-in Allowance	\$0.00
				Cash Downpayment	\$78.50
				TOTAL DOWNPAYMENT	\$78.50

TOTAL OF PAYMENTS CALCULATION

1.	Total Cash Sale Price	\$112,614.00
2.	Less Total Downpayment	\$78.50
3.	Unpaid Balance of Cash Price (1-2)	\$112,535.50
ITEMIZED CHARGES		
A.	Physical Damage Insurance	\$0.00
B.	Credit Life/Disability Insurance	\$0.00
C.	Non-Trucking Liability Insurance	\$0.00
D.	Guaranteed Auto Protection Insurance	\$0.00
E.	Insurance Tax (if applicable)	
F.	Registration/License/Title Fees	\$28.50
G.	Federal Excise Tax	\$13,111.00
H.	Sales Tax	\$0.00
I.	Documentation Fee	\$30.00
J.	Origination Fee	
K.	Other (LIEN FEE)	\$5.00
L.	Other (NEW TIRE FEE)	\$10.00
M.	Other (FUEL TAX FEE)	\$5.00
N.	Business Service Fee ():	\$0.00
4.	Total Itemized Charges (Sum of A through N)	\$13,189.50
5.	Amount Financed (3+4)	\$125,725.00
6.	Finance Charge	\$24,990.80
7.	Total of Payments (5+6)	\$150,715.80

EXHIBIT



Terms and Conditions

QUOTE NO. 161621

1. **Promise to Pay:** I promise to pay to the order of Lender the Total of Payments indicated above, which includes principal (Amount Financed) and precomputed interest (Finance Charge).
2. **Payment Schedule:** My loan is payable in 60 installment payments of \$2,511.93 each, commencing on 11/21/2005 and the 21st day of each successive month thereafter, except as follows: N/A.
3. **Late Payment:** If I fail to make any payment within ten (10) days of the due date, I agree to pay Lender a late payment fee in an amount equal to 5% of the delinquent payment, or such lesser amount as may be limited by law.
4. **Returned Check Charges:** If I make any payment by check, and my check is returned unpaid for any reason, I agree to pay Lender a returned check charge in the amount of \$35.00, or such lesser amount as may be limited by law.
5. **Prepayment:** I may prepay my Indebtedness under this Agreement, less any required rebate of unearned interest, in full at any time. The rebate will be based upon either simple interest or the Rule of 78's, whichever is more favorable to me.
6. **Grant of Security Interest:** In order to secure the prompt and punctual payment and satisfaction of my Indebtedness (as defined herein), I am granting Lender a security interest in the Equipment, and in all accessions, replacements and additions to the Equipment, and in all leases of the Equipment, and in all lease payments, rentals, and rights thereto, and in all proceeds derived from the Equipment, including insurance proceeds and refunds of insurance premiums. I also agree that collateral securing other loans, credit sales and leases that I may have with Lender, whether now or in the future, additionally will secure my Indebtedness under this Agreement. The Equipment, all leases of the Equipment, all lease payments, rentals, and rights thereto, proceeds, and my additional collateral securing other loans, credit sales, and leases with Lender, are individually, collectively and interchangeably referred to under this Agreement as my "Collateral." For purposes of this Agreement, the term "Indebtedness" means: (1) my indebtedness under my loan and under this Agreement for payment of principal, interest, late charges and returned check fees; (2) my indebtedness under any other loans or obligations that I may now and in the future owe to Lender; (3) all additional funds that Lender may advance on my behalf as provided in this Agreement; and (4) Lender's costs and expenses incurred in enforcing Lender's rights under this Agreement, and in protecting and preserving the Collateral, including reimbursement of Lender's reasonable attorney's fees, court costs, and collection expenses. I authorize Lender to perfect its security interest in the Collateral by filing a copy of this Agreement, or a UCC financing statement, and/or title documentation with the proper filing or title office. I agree to reimburse Lender for all filing costs and perfection expenses, as well as for all costs of amending, continuing and terminating such filings.
7. **Covenants:** I agree: (1) not to sell, lease, transfer or assign the Collateral without Lender's prior written consent; (2) not to allow any other security interest or lien to be placed on or to attach to the Collateral; (3) not to make any material changes or alterations to the Equipment without Lender's prior written consent (including replacements, additions, accessories or substitutions); (4) not to remove the Equipment from the state in which I reside or have my principal offices, other than in the ordinary course of business, for a period in excess of sixty (60) consecutive days, without first obtaining Lender's prior written consent; (5) not to retitle the Equipment in another state without first notifying Lender; and (6) if I am a business entity, not to change my name or form or state of organization without first notifying Lender at least thirty (30) days in advance of such change. I further agree: (a) that anything that may be attached to the Equipment will become an accession to the Equipment, and will become part of the Collateral; (b) to make all necessary repairs to, and not to abandon the Equipment; (c) to abide by all laws and rules and regulations with respect to the use and operation of the Equipment, and to obtain all necessary permits and licenses in those jurisdictions where required; (d) to pay all taxes and assessments levied against the Equipment and to furnish Lender with proof of such payments; and (e) to permit Lender to inspect the Equipment at reasonable times.
8. **Insurance:** So long as my Indebtedness remains unpaid and unsatisfied, I agree to maintain insurance on the Equipment, at my expense, and with such coverages and deductible limits as may be required by Lender, and with such financially responsible insurance companies as may be acceptable to Lender. Such insurance shall include: (a) collision coverage; and (b) either (1) comprehensive coverage, or (2) fire, theft and combined additional coverages, on the Equipment, with a deductible not to exceed \$1,000, insuring against loss up to the value of the Equipment at the time of loss. I agree to name Lender as a non-contributory lender loss payee beneficiary and as an additional insured under my insurance policy, which will require at least twenty (20) days advance written notice to Lender before such insurance may lapse, or be reduced or canceled or terminated for any reason. I agree to provide Lender with a copy of my insurance policy along with evidence that I have paid the policy premiums and all renewal premiums. I assign to Lender all proceeds from insurance policies covering the Equipment, including, but not limited to, refunds of unearned premiums of any credit life, credit disability, property or other insurance financed by Lender under this Agreement, and direct the insurance companies to pay such amounts directly to Lender. Lender may apply any such insurance proceeds and returned premiums received to the unpaid balance of my then Indebtedness. I instruct my insurance company to make such payments directly to Lender. I also grant Lender an irrevocable power of attorney, coupled with an interest, to endorse any draft or check received as proceeds of insurance, and if I am then in default, to negotiate and settle any claims I may have with respect to the Equipment. Should I fail to purchase and maintain insurance on the Equipment, or should I fail to do whatever else is required of me under this Agreement, then Lender shall have the right (at Lender's sole option, and without any responsibility or liability to do so) to purchase insurance of such type and coverages, and in such amounts as Lender deems acceptable, and to do such other acts as Lender may deem, within its sole discretion, to be necessary and proper. I agree to immediately reimburse Lender for all additional sums that Lender may advance for such purposes, together with interest thereon at the rate of 18% per annum, or such lesser rate as may be limited by law, from the date of each advance until I repay Lender in full. I authorize Lender to release to third parties any information necessary to facilitate insurance and tax monitoring and insurance placement.

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

9. **Default and Acceleration:** Lender has the right at its sole option to insist on immediate payment in full of all Indebtedness that I may owe to Lender, less any required rebates of unearned interest, upon the occurrence of any one or more of the following events: (1) if I fail to make any payment under this Agreement when due; or (2) if I am in default under any other provision of this Agreement; or (3) if I am in default under any other loan, extension of credit, or obligation that I may then owe to Lender; or (4) if I should become insolvent, or apply for bankruptcy or other relief from creditors; or (5) if any of the Equipment is seized under process of law; or (6) if any guaranty of my obligations under this Agreement is withdrawn or becomes unenforceable for any reason; or (7) if Lender reasonably believes itself to be insecure in the repayment of this Agreement. After default and acceleration, I agree to continue to pay Lender interest on the then unpaid balance of my Indebtedness at the rate of eighteen (18%) percent per annum, or such lesser rate as may be limited by law.
10. **Default Remedies:** Should I default under this Agreement, and Lender elects to accelerate payment of my Indebtedness, Lender may exercise all of the rights and remedies available to secured creditors generally under the Uniform Commercial Code in effect in the state where the Collateral is then located. I agree to turn over and deliver the Collateral to Lender at my expense, at the time and at the location Lender may demand of me. Alternatively, Lender may enter any premises or other place where the Collateral may be located, and take possession of the Collateral, and all other property then located on or in the Collateral, provided that Lender is able to do so without breach of the peace. Lender may then sell the Collateral without warranty at public or private sale, and apply the sale proceeds to the satisfaction of my Indebtedness. Lender has no obligation to clean-up, repair, or prepare the Collateral for sale. Any requirement that Lender notify me of the sale or other disposition of the Collateral will be satisfied if Lender sends me a written communication at least ten (10) days in advance of the date on which a public sale is scheduled, or within ten (10) days in advance of the time after which a private sale or other disposition may take place.
11. **Waivers:** I and all Guarantors each waive presentment, notice, and demand for payment, and agree that our liability under this Agreement shall be joint and several with each other. We further agree that discharge or release of any party, or Collateral, or any extension of time for payment, or any delay in enforcing Lender's rights, will not cause Lender to lose any of its rights. I expressly waive any right to a jury trial in any dispute regarding or arising out of this Agreement, the sale of the Equipment, or my relationship with Lender or Dealer.
12. **Collection Attorney's Fees and Expenses:** If Lender has to sue me, or if Lender refers my loan to an attorney for collection, I agree to pay Lender reasonable attorney's fees. I further agree to reimburse Lender for its court costs and collection expenses incurred in enforcing Lender's rights under this Agreement.
13. **Savings Clause:** It is Lender's intent to fully comply with all laws and regulations limiting imposition and collection of interest and other fees and charges in connection with my loan. Should I be called upon, or should I ever pay interest or other fees and charges to Lender in excess of the amount(s) and rate(s) permitted, I agree that Lender may cure such violation by crediting any excess amount that I have paid against my then outstanding Indebtedness under this Agreement.
14. **No Agency Relationship; No Right to Assert Claims and Defenses:** I fully understand and unconditionally agree that neither Dealer, the Equipment manufacturer and distributor, nor their employees, are Lender's partners, agents, or representatives, and have no right to commit, bind or obligate Lender in any way. My obligations to Lender under this Agreement are absolute and unconditional, and I have no right to assert against Lender any claims or defenses that I may have against the Dealer, the Equipment manufacturer, distributor, or their employees.
15. **Representations and Warranties:** I represent and warrant to Lender that: (1) my correct legal name and state of residence or organization are listed on page 1 of this Agreement, and I am properly authorized, licensed and in good standing to conduct business in each applicable jurisdiction; (2) none of the preprinted provisions of this Agreement have been altered, modified, or stricken by me or by anyone else; (3) I or my authorized representative properly executed this Agreement in my name and my signature on this Agreement, or that of my authorized representative, is genuine; (4) the amount of the cash downpayment reflected in this Agreement was paid by me to the Dealer in cash prior to the time this Agreement was signed; (5) any trade-in allowance, rebate or incentive payment reflected in this Agreement is bona fide and was applied to the Cash Sale Price of the Equipment; and (6) I have and intend to license, title, and register the Equipment in the proper state or jurisdiction.
16. **Governing Law:** I agree that this Agreement shall become effective only when it is received and accepted by Lender in the State of Illinois. I further agree that this Agreement and my credit financing of the Equipment shall be governed and construed under the laws of the State of Illinois irrespective of the conflict of laws principles of that state.
17. **Miscellaneous:** In this Agreement, the words "I", "me", "my", "we", "us" and "our" individually, collectively and interchangeably mean each person or entity signing this Agreement as a Borrower, Co-Borrower or Guarantor, their successors and assigns, and all other persons that may be or become obligated under this Agreement. "Lender" means DaimlerChrysler Services North America LLC, and its successors, transferees and assigns. All schedules executed in connection with this Agreement are part of this Agreement. This Agreement and any such schedules constitute the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing signed by all parties. All provisions of this Agreement that are prohibited by applicable law shall be ineffective solely to the extent of such prohibition without invalidating the other provisions of this Agreement. Any waiver of Lender's rights and remedies under this Agreement shall be effective only if specifically agreed by Lender in writing.

I (we) acknowledge receipt of a completed copy of the Agreement, and agree to its terms.

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

Borrower : ROY R RALSTON

Co-Borrower: _____

By (signature): Roy Ralston

By (signature): _____

Title: Individual

Title: _____

QUOTE NO. 161621

GUARANTY

I (we) hereby, jointly, severally and unconditionally guarantee payment of all Indebtedness under this Agreement, and all extensions, substitutions and refinancings thereof, and agree to the Agreement's terms and conditions. I (we) waive any rights that I (we) may have to require DCS to first exhaust its remedies against the Buyer(s), the Collateral, or any other guarantor, before collecting under this Guaranty.

Guarantor Name: _____

Guarantor Name: _____

Guarantor (signature): _____

Guarantor (signature): _____

REQUIRED PROPERTY INSURANCE:

Fire and theft and collision insurance are required until the Agreement is paid in full. I understand that I have the right to choose the agent or broker and the company through whom physical damage insurance required under this Agreement is to be obtained.

☐ Acknowledging the foregoing, I request and authorize Dealer to attempt to obtain those insurance coverages checked below, and for which an annual premium amount is shown, for 0 months from the date hereof and through (name of insurance company):

☐ Collision and one of the following:	_____	Deductible
☐ Comprehensive, or	_____	Deductible
☐ Fire, Theft and CAC	_____	Deductible

Annual Premium:\$0.00

Total Premium:

Extent of Coverage: Minimum of Actual Cash Value. Unless otherwise stated in the policy, proceeds must be payable to Borrower and Lender as their interests may appear.

UNLESS OTHERWISE SPECIFIED HEREIN, THE INSURANCE AFFORDED UNDER THIS AGREEMENT DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS. NO PUBLIC LIABILITY INSURANCE IS ISSUED WITH THIS TRANSACTION.

Disclosures Required Under Illinois Law:

Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

VOLUNTARY CREDIT LIFE AND DISABILITY INSURANCE:

Credit life and disability insurance are not required by Lender. However, such insurance may be purchased through Dealer on a voluntary/elective basis for the following costs:

Credit Life Insurance: ☐ I desire credit life insurance.
Credit Disability Insurance: ☐ I desire credit disability insurance.

Person Proposed for Credit Life/Credit Disability Insurance:

(Signature of Person to be Insured)

Date:

BUSINESS PURPOSE STATEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

COUNTY OF CLEARFIELD

STATE/COMMONWEALTH OF PENNSYLVANIA

Borrower certifies under oath and penalty of perjury that Borrower is ☒ an individual or proprietorship ☐ a corporation ☐ a partnership ☐ a limited partnership ☐ a limited liability company ☐ other _____, organized under the laws of the State/Commonwealth of PENNSYLVANIA.

Borrower further certifies that the proceeds of the Borrower's loan obtained from Lender will be used solely to finance the purchase of the described Equipment, and to finance the additional fees and charges provided under this Agreement, and for no other purpose, and that Borrower intends to use the purchased Equipment primarily for business and commercial purposes, and not for personal, family, household or agricultural purposes.

This sworn statement is provided to Lender pursuant to Section 438.61 of the Michigan Compiled Laws Annotated, and Section 10-7.2 of the Pennsylvania Code, as applicable.

Borrower: ROY R RALSTON

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

By (signature):

Roy R. Roberts

Title:

Individual

ACKNOWLEDGEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

Sworn and subscribed to before me this 06TH day of OCTOBER, 2005

Notary Public, CLEARFIELD County, PENNSYLVANIA

My commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Sharon C. Stevenson, Notary Public
Sandy Twp., Clearfield County
My Commission Expires Feb. 12, 2006
Member, Pennsylvania Association of Notaries

This Agreement shall be deemed to be received and accepted by DaimlerChrysler Services North America LLC in Lisle, Illinois on the date of funding.

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff

vs.

ROY R. RALSTON,
Defendant

vs.

MURRAYS FREIGHTLINER,
Additional Defendant

: No.: 2007-1134-CD
: Type of Case: Civil
: Type of Pleading:
: Complaint to Join
: Additional Defendant,
: Murrays Freightliner
: Filed on behalf of:
: Defendant
: Counsel of Record for
: This Party:
: Girard Kasubick, Esq.
: Supreme Court No. 30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840

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

MAR 20 2008

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

EXHIBIT

B

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

DAIMLERCHRYSLER FINANCIAL,	:	
Plaintiff	:	
	:	No. 2007-1134-CD
vs.	:	
	:	
ROY R. RALSTON,	:	
Defendant	:	
	:	
vs.	:	
	:	
MURRAYS FREIGHTLINER,	:	
Additional Defendant:	:	

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action 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's Office
Clearfield County Court House
Clearfield, PA 16830
(814) 765-2641

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

DAIMLERCHRYSLER FINANCIAL, :
Plaintiff :
vs. : No. 2007-1134-CD
ROY R. RALSTON, :
Defendant :
vs. :
MURRAYS FREIGHTLINER, :
Additional Defendant :

**COMPLAINT TO JOIN ADDITIONAL
DEFENDANT, MURRAYS FREIGHTLINER**

AND NOW, comes, the original Defendant, Roy R. Ralston, by and through his Attorney, Girard Kasubick, Esq., and files the following Complaint to Join Additional Defendant:

1. The Plaintiff, DaimlerChrysler Financial, with corporate offices at Lisle, Illinois 60532 filed a Complaint in this action against the Defendant, Roy R. Ralston, averring a claim of non-payment under a Loan Agreement. A copy of the Complaint is attached hereto and marked Exhibit "A".

2. The Defendant is Roy R. Ralston who resides at 3121 Crooked Sewer Road, Osceola Mills, Pennsylvania 16666.

✓ 3. The Additional Defendant, Murrays Freightliner, is a business entity having a place of business at Exit 97 I-80, Route 219N, 1844 Rich Highway, DuBois, Pennsylvania 15801.

✓ 4. The Defendant is filing an Answer and New Matter to Plaintiff's Complaint concurrently with this Complaint to Join Additional Defendant, a copy of which is attached hereto and marked Exhibit "B".

✓ 5. On or about October 6, 2005, Defendant purchased a 2005 Freightliner, Model FLD12064SD, VIN No. 1FVHALCK75DU79908 Truck Tractor from the Additional Defendant for \$125,725.00, including taxes and costs, a copy of the purchase order is attached hereto and marked Exhibit "C".

6. Defendant took possession of the 2005 Freightliner Truck Tractor on or about October 6, 2005.

7. Additional Defendant stated and informed the Defendant that the aforesaid 2005 Freightliner Truck Tractor has a one year complete or nose to nose warranty.

3 8. By late 2005 and early 2006 the Defendant began to have problems with the 2005 Freightliner Truck Tractor purchased.

9. The problems Defendant had with the 2005 Freightliner Truck Tractor were as follows:

a). The tires were wearing out much quicker than normal wear and tear, and Defendant had obtained two sets of tires by April 2006.

b). The Truck Tractor spring bushings wore out or broke and needed to be replaced by April 2006, and Additional Defendant refused to cover them under warranty.

c). Several times in late spring, summer, and fall 2006 the Emission EGR valve did not work properly and had to be repaired or replaced. Additional Defendant refused to try and make these repairs in a timely fashion.

d). On two occasions in the summer of 2006 the Truck Tractor lost power and Defendant had problems hauling and on the second occasion Additional Defendant would not work on the Truck Tractor in a timely fashion.

10 e). The alternator needed replaced prior to normal wear and tear.

10. The said 2005 Freightliner Truck Tractor was down and in for repairs numerous times between October 2005 and November 2006 which resulted in loss of income to Defendant.

11. On or about November 9, 2006, Defendant gave back possession of the 2005 Freightliner Truck Tractor to Additional Defendant who would not make timely repairs to it when problems again arose with the Emission EGR value.

12. The Additional Defendant took back the 2005 Freightliner Truck Tractor and rejected the contract being Exhibit "C" attached hereto.

13. The 2005 Freightliner Truck Tractor's problems set forth in Paragraph 9 above and incorporated herein by reference thereto resulted in a breach of express warranty.

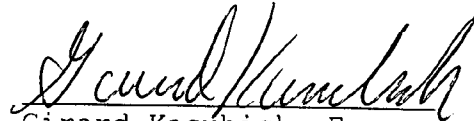
14. The 2005 Freightliner Truck Tractor's problems set forth in Paragraph 9 above and incorporated herein by reference thereto resulted in a breach of implied warranty.

15. The 2005 Freightliner Truck Tractor's problems set forth in Paragraph 9 above and incorporated herein by reference thereto resulted in a breach of warranty of merchantability and fitness of purpose.

16. The Defendant asserts the right of contribution, indemnity and liability against the Additional Defendant solely and/or jointly on the underlying action of the Plaintiff in the amount of \$41,434.13 plus any interest, attorney fees and costs set forth by Plaintiff.

WHEREFORE, Defendant requests your Honorable Court to enter judgment against the Additional Defendant, Murrays Freightliner, and in favor of Defendant on any claims or awards to Plaintiff or other relief your Honorable Court grants to Plaintiff.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Girard Kasubick".

Girard Kasubick, Esq.
Attorney for Defendant,
Roy R. Ralston

VERIFICATION

I verify that the statements made in the foregoing Complaint to Join Additional Defendant, Murrays Freightliner is true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.



Roy R. Ralston

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

DAIMLERCHRYSLER FINANCIAL

Plaintiff

vs.

ROY R RALSTON

Defendant

- RON WENDELL

No. 2007 - 1134 - CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

DIRECT 412-338-7125

~~RECEIVED~~

PATRICK THOMAS WOODMAN ESQUIRE

PA I.D. # 34507

WELTMAN, WEINBERG & REIS, CO.

L.P.A.

436 SEVENTH AVENUE, SUITE 2718

PITTSBURGH, PA 15219

(412) 434-7955

Fax: 412-338-7130

CALLER 4/2/08 12:16pm
MESS

WWR#05850451

CAN'T REMOVE US FROM
LAW SUIT. MUST COME OUT

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

DAIMLERCHRYSLER FINANCIAL

Plaintiff

vs.

Civil Action No.

ROY R RALSTON

Defendant

COMPLAINT IN CIVIL ACTION 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. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation having offices in LISLE, IL 60532-0354.

2. Defendant is an adult individual residing at 3121 CROOKED SEWER ROAD,
OSCEOLA, PA 16666

3. On or about 10/25/06, Defendant duly executed a DIRECT PURCHASE MONEY LOAN AND SECURITY AGREEMENT (hereinafter the "Agreement") in favor of DAIMLERCHRYSLER FINANCIAL, a true and correct copy of said Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.

4. Pursuant to said Contract, Defendant took possession of the vehicle more particularly identified in the Contract as a FREIGHTLINER.

5. Plaintiff avers that Defendant is in default of the Agreement by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

6. Plaintiff avers that a balance of \$41,434.13 is due from Defendant as of FEBRUARY 22, 2007.

7. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 6.% per annum.

8. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees.

9. Plaintiff avers that such attorneys' fees amount to \$1500.00.

10. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, attorneys' fees, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant, ROY R RALSTON, individually, in the amount of \$41,434.13 with continuing interest thereon at the Contract rate of 6.% per annum from FEBRUARY 22, 2007, plus attorneys' fees of \$1500.00 and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

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



PATRICK THOMAS WOODMAN, ESQUIRE

PA I.D. # 34507

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

436 SEVENTH AVENUE, SUITE 2718

PITTSBURGH, PA 15219

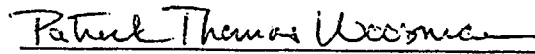
(412)434-7955

Fax: 412-338-7130

WWR#:05850451

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.



Patrick Thomas Woodman, Esquire

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

DATE: 10/06/2005
QUOTE NO. 161621

100-6136491-000 139173-0001

BORROWER: ROY R RALSTON
(Print Full Name)
3121 CROOKED SEWER ROAD OSCEOLA CLEARFIELD PA 16666
(Street No.) (City) (County) (State) (Zip)

CO-BORROWER:
(Print Full Name)
(Street No.) (City) (County) (State) (Zip)

DEALER: Murray's Ford, Inc.
(Print Full Name)
1844 Rich Highway DuBois PA 15801
(Street No.) (City) (County) (State) (Zip)

LENDER: DaimlerChrysler Services North America LLC, 1011 Warrenville Road, Lisle, Illinois 60532.

I (meaning individually, collectively, and interchangeably, all Borrowers named above, jointly and severally) have entered into a direct loan with Lender to finance the purchase of the following described Equipment. I acknowledge to have accepted delivery of the Equipment in good order without reservation of rights and without implied warranty as to condition, merchantability, and suitability for any purpose. I further acknowledge and certify that I have entered into this loan with Lender, and I intend to use the purchased Equipment, primarily for business or commercial purposes, and not for personal, family, household or agricultural purposes.

DESCRIPTION OF EQUIPMENT:

New/Used	Make	Model	Serial Number	Body Type	Model Year	Cash Sale Price
N	FREIGHTLINER	FLD12064SD	1FVHALCK75DU79908	TRUCK	2005	\$112,614.00
N	J & J	196	TA18815	DUMP	2005	\$0.00

TRADE-IN & DOWNPAYMENT

Make	Model	Serial Number	Body Type	Model Year	Allowance
List Payoff to:				Payoff Amount	\$0.00
				Net Trade-in Allowance	\$0.00
				Cash Downpayment	\$78.50
				TOTAL DOWNPAYMENT	\$78.50

TOTAL OF PAYMENTS CALCULATION

1.	Total Cash Sale Price	\$112,614.00
2.	Less Total Downpayment	\$78.50
3.	Unpaid Balance of Cash Price (1-2)	\$112,535.50
ITEMIZED CHARGES		
	A. Physical Damage Insurance	\$0.00
	B. Credit Life/Disability Insurance	\$0.00
	C. Non-Trucking Liability Insurance	\$0.00
	D. Guaranteed Auto Protection Insurance	\$0.00
	E. Insurance Tax (if applicable)	
	F. Registration/License/Title Fees	\$28.50
	G. Federal Excise Tax	\$13,111.00
	H. Sales Tax	\$0.00
	I. Documentation Fee	\$30.00
	J. Origination Fee	
	K. Other (LIEN FEE)	\$5.00
	L. Other (NEW TIRE FEE)	\$10.00
	M. Other (FUEL TAX FEE)	\$5.00
	N. Business Service Fee ()	\$0.00
4.	Total Itemized Charges (Sum of A through N)	\$13,189.50
5.	Amount Financed (3+4)	\$125,725.00
6.	Finance Charge	\$24,990.80
7.	Total of Payments (5+6)	\$150,715.80

EXHIBIT



Terms and Conditions

QUOTE NO. 161621

1. **Promise to Pay:** I promise to pay to the order of Lender the Total of Payments indicated above, which includes principal (Amount Financed) and precomputed interest (Finance Charge).
2. **Payment Schedule:** My loan is payable in 60 installment payments of \$2,511.93 each, commencing on 11/21/2005 and the 21st day of each successive month thereafter, except as follows: N/A.
3. **Late Payment:** If I fail to make any payment within ten (10) days of the due date, I agree to pay Lender a late payment fee in an amount equal to 5% of the delinquent payment, or such lesser amount as may be limited by law.
4. **Returned Check Charges:** If I make any payment by check, and my check is returned unpaid for any reason, I agree to pay Lender a returned check charge in the amount of \$35.00, or such lesser amount as may be limited by law.
5. **Prepayment:** I may prepay my Indebtedness under this Agreement, less any required rebate of unearned interest, in full at any time. The rebate will be based upon either simple interest or the Rule of 78's, whichever is more favorable to me.
6. **Grant of Security Interest:** In order to secure the prompt and punctual payment and satisfaction of my Indebtedness (as defined herein), I am granting Lender a security interest in the Equipment, and in all accessions, replacements and additions to the Equipment, and in all leases of the Equipment, and in all lease payments, rentals, and rights thereto, and in all proceeds derived from the Equipment, including insurance proceeds and refunds of insurance premiums. I also agree that collateral securing other loans, credit sales and leases that I may have with Lender, whether now or in the future, additionally will secure my Indebtedness under this Agreement. The Equipment, all leases of the Equipment, all lease payments, rentals, and rights thereto, proceeds, and my additional collateral securing other loans, credit sales, and leases with Lender, are individually, collectively and interchangeably referred to under this Agreement as my "Collateral." For purposes of this Agreement, the term "Indebtedness" means: (1) my indebtedness under my loan and under this Agreement for payment of principal, interest, late charges and returned check fees; (2) my indebtedness under any other loans or obligations that I may now and in the future owe to Lender; (3) all additional funds that Lender may advance on my behalf as provided in this Agreement; and (4) Lender's costs and expenses incurred in enforcing Lender's rights under this Agreement, and in protecting and preserving the Collateral, including reimbursement of Lender's reasonable attorney's fees, court costs, and collection expenses. I authorize Lender to perfect its security interest in the Collateral by filing a copy of this Agreement, or a UCC financing statement, and/or title documentation with the proper filing or title office. I agree to reimburse Lender for all filing costs and perfection expenses, as well as for all costs of amending, continuing and terminating such filings.
7. **Covenants:** I agree: (1) not to sell, lease, transfer or assign the Collateral without Lender's prior written consent; (2) not to allow any other security interest or lien to be placed on or to attach to the Collateral; (3) not to make any material changes or alterations to the Equipment without Lender's prior written consent (including replacements, additions, accessories or substitutions); (4) not to remove the Equipment from the state in which I reside or have my principal offices, other than in the ordinary course of business, for a period in excess of sixty (60) consecutive days, without first obtaining Lender's prior written consent; (5) not to retitle the Equipment in another state without first notifying Lender; and (6) if I am a business entity, not to change my name or form or state of organization without first notifying Lender at least thirty (30) days in advance of such change. I further agree: (a) that anything that may be attached to the Equipment will become an accession to the Equipment, and will become part of the Collateral; (b) to make all necessary repairs to, and not to abandon the Equipment; (c) to abide by all laws and rules and regulations with respect to the use and operation of the Equipment, and to obtain all necessary permits and licenses in those jurisdictions where required; (d) to pay all taxes and assessments levied against the Equipment and to furnish Lender with proof of such payments; and (e) to permit Lender to inspect the Equipment at reasonable times.
8. **Insurance:** So long as my Indebtedness remains unpaid and unsatisfied, I agree to maintain insurance on the Equipment, at my expense, and with such coverages and deductible limits as may be required by Lender, and with such financially responsible insurance companies as may be acceptable to Lender. Such insurance shall include: (a) collision coverage; and (b) either (1) comprehensive coverage, or (2) fire, theft and combined additional coverages, on the Equipment, with a deductible not to exceed \$1,000, insuring against loss up to the value of the Equipment at the time of loss. I agree to name Lender as a non-contributory lender loss payee beneficiary and as an additional insured under my insurance policy, which will require at least twenty (20) days advance written notice to Lender before such insurance may lapse, or be reduced or canceled or terminated for any reason. I agree to provide Lender with a copy of my insurance policy along with evidence that I have paid the policy premiums and all renewal premiums. I assign to Lender all proceeds from insurance policies covering the Equipment, including, but not limited to, refunds of unearned premiums of any credit life, credit disability, property or other insurance financed by Lender under this Agreement, and direct the insurance companies to pay such amounts directly to Lender. Lender may apply any such insurance proceeds and returned premiums received to the unpaid balance of my then Indebtedness. I instruct my insurance company to make such payments directly to Lender. I also grant Lender an irrevocable power of attorney, coupled with an interest, to endorse any draft or check received as proceeds of insurance, and if I am then in default, to negotiate and settle any claims I may have with respect to the Equipment. Should I fail to purchase and maintain insurance on the Equipment, or should I fail to do whatever else is required of me under this Agreement, then Lender shall have the right (at Lender's sole option, and without any responsibility or liability to do so) to purchase insurance of such type and coverages, and in such amounts as Lender deems acceptable, and to do such other acts as Lender may deem, within its sole discretion, to be necessary and proper. I agree to immediately reimburse Lender for all additional sums that Lender may advance for such purposes, together with interest thereon at the rate of 18% per annum, or such lesser rate as may be limited by law, from the date of each advance until I repay Lender in full. I authorize Lender to release to third parties any information necessary to facilitate insurance and tax monitoring and insurance placement.

9. **Default and Acceleration:** Lender has the right at its sole option to insist on immediate payment in full of all Indebtedness that I may owe to Lender, less any required rebates of unearned interest, upon the occurrence of any one or more of the following events: (1) if I fail to make any payment under this Agreement when due; or (2) if I am in default under any other provision of this Agreement; or (3) if I am in default under any other loan, extension of credit, or obligation that I may then owe to Lender; or (4) if I should become insolvent, or apply for bankruptcy or other relief from creditors; or (5) if any of the Equipment is seized under process of law; or (6) if any guaranty of my obligations under this Agreement is withdrawn or becomes unenforceable for any reason; or (7) if Lender reasonably believes itself to be insecure in the repayment of this Agreement. After default and acceleration, I agree to continue to pay Lender interest on the then unpaid balance of my Indebtedness at the rate of eighteen (18%) percent per annum, or such lesser rate as may be limited by law.
10. **Default Remedies:** Should I default under this Agreement, and Lender elects to accelerate payment of my Indebtedness, Lender may exercise all of the rights and remedies available to secured creditors generally under the Uniform Commercial Code in effect in the state where the Collateral is then located. I agree to turn over and deliver the Collateral to Lender at my expense, at the time and at the location Lender may demand of me. Alternatively, Lender may enter any premises or other place where the Collateral may be located, and take possession of the Collateral, and all other property then located on or in the Collateral, provided that Lender is able to do so without breach of the peace. Lender may then sell the Collateral without warranty at public or private sale, and apply the sale proceeds to the satisfaction of my Indebtedness. Lender has no obligation to clean-up, repair, or prepare the Collateral for sale. Any requirement that Lender notify me of the sale or other disposition of the Collateral will be satisfied if Lender sends me a written communication at least ten (10) days in advance of the date on which a public sale is scheduled, or within ten (10) days in advance of the time after which a private sale or other disposition may take place.
11. **Waivers:** I and all Guarantors each waive presentment, notice, and demand for payment, and agree that our liability under this Agreement shall be joint and several with each other. We further agree that discharge or release of any party, or Collateral, or any extension of time for payment, or any delay in enforcing Lender's rights, will not cause Lender to lose any of its rights. I expressly waive any right to a jury trial in any dispute regarding or arising out of this Agreement, the sale of the Equipment, or my relationship with Lender or Dealer.
12. **Collection Attorney's Fees and Expenses:** If Lender has to sue me, or if Lender refers my loan to an attorney for collection, I agree to pay Lender reasonable attorney's fees. I further agree to reimburse Lender for its court costs and collection expenses incurred in enforcing Lender's rights under this Agreement.
13. **Savings Clause:** It is Lender's intent to fully comply with all laws and regulations limiting imposition and collection of interest and other fees and charges in connection with my loan. Should I be called upon, or should I ever pay interest or other fees and charges to Lender in excess of the amount(s) and rate(s) permitted, I agree that Lender may cure such violation by crediting any excess amount that I have paid against my then outstanding Indebtedness under this Agreement.
14. **No Agency Relationship; No Right to Assert Claims and Defenses:** I fully understand and unconditionally agree that neither Dealer, the Equipment manufacturer and distributor, nor their employees, are Lender's partners, agents, or representatives, and have no right to commit, bind or obligate Lender in any way. My obligations to Lender under this Agreement are absolute and unconditional, and I have no right to assert against Lender any claims or defenses that I may have against the Dealer, the Equipment manufacturer, distributor, or their employees.
15. **Representations and Warranties:** I represent and warrant to Lender that: (1) my correct legal name and state of residence or organization are listed on page 1 of this Agreement, and I am properly authorized, licensed and in good standing to conduct business in each applicable jurisdiction; (2) none of the preprinted provisions of this Agreement have been altered, modified, or stricken by me or by anyone else; (3) I or my authorized representative properly executed this Agreement in my name and my signature on this Agreement, or that of my authorized representative, is genuine; (4) the amount of the cash downpayment reflected in this Agreement was paid by me to the Dealer in cash prior to the time this Agreement was signed; (5) any trade-in allowance, rebate or incentive payment reflected in this Agreement is bona fide and was applied to the Cash Sale Price of the Equipment; and (6) I have and intend to license, title, and register the Equipment in the proper state or jurisdiction.
16. **Governing Law:** I agree that this Agreement shall become effective only when it is received and accepted by Lender in the State of Illinois. I further agree that this Agreement and my credit financing of the Equipment shall be governed and construed under the laws of the State of Illinois irrespective of the conflict of laws principles of that state.
17. **Miscellaneous:** In this Agreement, the words "I", "me", "my", "we", "us" and "our" individually, collectively and interchangeably mean each person or entity signing this Agreement as a Borrower, Co-Borrower or Guarantor, their successors and assigns, and all other persons that may be or become obligated under this Agreement. "Lender" means DaimlerChrysler Services North America LLC, and its successors, transferees and assigns. All schedules executed in connection with this Agreement are part of this Agreement. This Agreement and any such schedules constitute the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing signed by all parties. All provisions of this Agreement that are prohibited by applicable law shall be ineffective solely to the extent of such prohibition without invalidating the other provisions of this Agreement. Any waiver of Lender's rights and remedies under this Agreement shall be effective only if specifically agreed by Lender in writing.

I (we) acknowledge receipt of a completed copy of the Agreement, and agree to its terms.

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

Borrower : ROY R RALSTON

Co-Borrower: _____

By (signature): Roy Ralston

By (signature) : _____

Title: Individual

Title: _____

QUOTE NO. 161621

GUARANTY

I (we) hereby, jointly, severally and unconditionally guarantee payment of all Indebtedness under this Agreement, and all extensions, substitutions and refinancings thereof, and agree to the Agreement's terms and conditions. I (we) waive any rights that I (we) may have to require DCS to first exhaust its remedies against the Buyer(s), the Collateral, or any other guarantor, before collecting under this Guaranty.

Guarantor Name: _____

Guarantor Name: _____

Guarantor (signature): _____

Guarantor (signature): _____

REQUIRED PROPERTY INSURANCE:

Fire and theft and collision insurance are required until the Agreement is paid in full. I understand that I have the right to choose the agent or broker and the company through whom physical damage insurance required under this Agreement is to be obtained.

☐ Acknowledging the foregoing, I request and authorize Dealer to attempt to obtain those insurance coverages checked below, and for which an annual premium amount is shown, for 0 months from the date hereof and through (name of insurance company):

- ☐ Collision and one of the following: _____ Deductible
☐ Comprehensive, or _____ Deductible
☐ Fire, Theft and CAC _____ Deductible

Annual Premium: \$0.00

Total Premium:

Extent of Coverage: Minimum of Actual Cash Value. Unless otherwise stated in the policy, proceeds must be payable to Borrower and Lender as their interests may appear.

UNLESS OTHERWISE SPECIFIED HEREIN, THE INSURANCE AFFORDED UNDER THIS AGREEMENT DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS. NO PUBLIC LIABILITY INSURANCE IS ISSUED WITH THIS TRANSACTION.

Disclosures Required Under Illinois Law:

Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

VOLUNTARY CREDIT LIFE AND DISABILITY INSURANCE:

Credit life and disability insurance are not required by Lender. However, such insurance may be purchased through Dealer on a voluntary/elective basis for the following costs:

Credit Life Insurance: ☐ I desire credit life insurance.

Credit Disability Insurance: ☐ I desire credit disability insurance.

Person Proposed for Credit Life/Credit Disability Insurance:

(Signature of Person to be Insured)

Date:

BUSINESS PURPOSE STATEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

COUNTY OF CLEARFIELD

STATE/Commonwealth of PENNSYLVANIA

Borrower certifies under oath and penalty of perjury that Borrower is ☒ an individual or proprietorship ☐ a corporation ☐ a partnership ☐ a limited partnership ☐ a limited liability company ☐ other _____, organized under the laws of the State/Commonwealth of PENNSYLVANIA.

Borrower further certifies that the proceeds of the Borrower's loan obtained from Lender will be used solely to finance the purchase of the described Equipment, and to finance the additional fees and charges provided under this Agreement, and for no other purpose, and that Borrower intends to use the purchased Equipment primarily for business and commercial purposes, and not for personal, family, household or agricultural purposes.

This sworn statement is provided to Lender pursuant to Section 438.61 of the Michigan Compiled Laws Annotated, and Section 10-7.2 of the Pennsylvania Code, as applicable.

Borrower: ROY R RALSTON

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

By (signature):

Title:

Individual

ACKNOWLEDGEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

Sworn and subscribed to before me this 06TH day of OCTOBER, 2005

Notary Public, CLEARFIELD County, PENNSYLVANIA

My commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Sharon C. Stevenson, Notary Public
Sandy Twp., Clearfield County
My Commission Expires Feb. 12, 2006
Member, Pennsylvania Association of Notaries

This Agreement shall be deemed to be received and accepted by DaimlerChrysler Services North America LLC in Lisle, Illinois on the date of funding.

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff

vs.

ROY R. RALSTON,
Defendant

: No.: 2007-1134-CD
: Type of Case: Civil
: Type of Pleading:
: Answer and New Matter
: to Plaintiff's Complaint
: Filed on behalf of:
: Defendant
: Counsel of Record for
: This Party:
: Girard Kasubick, Esq.
: Supreme Court No. 30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840

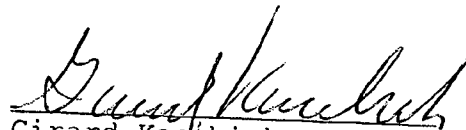
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

DAIMLERCHRYSLER FINANCIAL,	:
Plaintiff	:
vs.	: No.: 2007-1134-CD
	:
ROY R. RALSTON,	:
Defendant	:

NOTICE TO PLEAD

To: DaimlerChrysler Financial

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


Girard Kasubick, Esq.
Attorney for Defendant
611 Brisbin Street
Houtzdale, PA 16651
(814) 378-7840

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

DAIMLERCHRYSLER FINANCIAL, :
Plaintiff :
vs. : No.: 2007-1134-CD
ROY R. RALSTON, :
Defendant :

ANSWER AND NEW MATTER TO PLAINTIFF'S COMPLAINT

AND NOW, comes, Roy R. Ralston, Defendant, by and through his Attorney, Girard Kasubick, Esq., and files the following Answer and New Matter to Plaintiff's Complaint:

1. Admitted.
2. Admitted; however, the town is Osceola Mills, Pennsylvania.
3. Admitted in part and denied in part. It is admitted that the Defendant executed the Direct Purchase Money Loan and Security Agreement with the Plaintiff for the purchase of a 2005 Freightliner. It is denied that the Agreement was on or about October 25, 2006 and it is dated October 6, 2005.
4. Admitted.

5. Admitted in part and denied in part. It is admitted all payments have not been made. It is denied the entire balance is due from Defendant for the reasons set forth in New Matter and the Complaint to Join Additional Defendant which are incorporated herein as though set forth fully herein.

6. Denied. Defendant after reasonable investigation is without knowledge or information to form a belief as to this averment and proof thereof is demanded.

7. Denied. The Agreement attached as Exhibit "1" to Plaintiff's Complaint contains no interest rate, but only a set finance charge amount.

8. Admitted in part and denied in part. It is admitted the Agreement states payment of attorney fees, but it is denied Defendant is obligated to pay said fees for the reasons set forth in the New Matter and Complaint to Join Additional Defendant which are incorporated herein as though set forth fully herein.

9. Denied. Defendant after reasonable investigation is without knowledge or information to form a belief as to this averment and proof thereof is demanded.

10. Admitted. Defendant incorporates the New Matter and Complaint to Join Additional Defendant herein

as though fully set forth herein as further answer hereto.

WHEREFORE, Defendant requests your Honorable Court to enter judgment in favor of Defendant and against the Plaintiff.

NEW MATTER

11. On or about October 6, 2005, Defendant purchased a 2005 Freightliner, Model FLD12064SD, VIN No. 1FVHALCK75DU79908 Truck Tractor from Murrays Freightliner of 1844 Rich Highway, DuBois, Pennsylvania 15801.

12. The financing for the purchase noted in Paragraph 11 above was under the Agreement attached as Exhibit "1" to Plaintiff's Complaint.

13. After Defendant took possession of the Truck Tractor and while under warranty Defendant encountered numerous problems with the Truck Tractor as follows:

a). Tires wore out much quicker than normal tire wear and tear.

b). Truck Tractor spring bushings wore out and needed to be replaced prior to normal wear and tear.

c). Emission EGR valve did not work properly and needed repair or replacement on several occasions.

d). On several occasions the Truck Tractor lost power and needed repaired.

e). Alternator needed replaced prior to normal wear and tear.

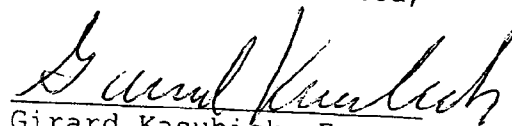
14. The said Truck Tractor was down and in for repairs numerous times which resulted in loss of income to Defendant.

15. On or about November 9, 2006, Defendant gave back possession of the Truck Tractor to Murrays Freightliner who would not continue to make repairs.

16. Defendant is joining Murrays Freightliner as an additional Defendant to this action as a party liable on the underlying cause of this action.

WHEREFORE, Defendant requests your Honorable Court to enter judgment in favor of Defendant and against the Plaintiff and Additional Defendant.

Respectfully submitted,



Girard Kasubick, Esq.
Attorney for Defendant,
Roy R. Ralston

VERIFICATION

I verify that the statements made in the foregoing Answer and New Matter to Plaintiff's Complaint is true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

Roy R. Ralston



MURRAY'S FREIGHTLINER

Exit 97 I-80 Rt. 219N • 1844 Rich Hwy.
DuBois, PA 15801
(814) 375-9090 • (888) 371-9707
Fax (814) 375-0494



PURCHASER'S NAME ROY R RALSTON SOC. SEC. NO. _____ DATE 10/06/2005
PURCHASER'S ADDRESS 3121 CROOKED SEWER ROAD D.O.B. _____ RESIDENCE PHONE _____
CITY, STATE & ZIP OSCEOLA MILLS, PA 16666 LIC. NO. _____ BUSINESS PHONE 814-339-6930

VEHICLE BEING PURCHASED				CASH DELIVERED PRICE OF VEHICLE	
PLEASE ENTER MY ORDER FOR THE FOLLOWING ☒ NEW ☐ CAR ☐ USED ☒ TRUCK ☐ DEMO ☐ YEAR <u>2005</u> MAKE <u>FREIGHTLINER</u> MILEAGE <u>306</u> MODEL OR SERIES <u>FLD12064SD</u> BODY TYPE <u>DUMP</u> COLOR <u>SLATE GRAY</u> TRIM <u>GRAY</u> VIN <u>1FVHALCK75D079908</u> ENG. TYPE <u>DETROIT</u> TO BE DELIVERED ON OR ABOUT <u>10/06/2005</u> SALESMAN <u>TIM MAGRINI</u>				STOCK NO. <u>54091</u> FET TAX @ 12% <u>13,111 00</u> ADDITIONAL EQUIPMENT (Optional) \$ _____	
IF A NEW VEHICLE SALE . . . The only warranties applying to this vehicle are those offered by the manufacturer.					
IF USED VEHICLE SALE-CHECK APPROPRIATE BOX ☐ AS IS: This Vehicle is sold "as is" by us. This motor vehicle is sold as is without any warranty. The purchaser will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle. OR ☐ The only Dealer Warranty on this Vehicle is the Limited Warranty which is issued with and made a part of this order form.					
CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY "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."					
USED VEHICLE TRADED IN AND/OR OTHER CREDIT YEAR <u>N/A</u> MAKE OF TRADE-IN _____ MILEAGE _____ MODEL OR SERIES _____ BODY TYPE _____ COLOR _____ TRIM _____ VIN _____ ENG. TYPE _____					
Balance Owed To: _____ Address: _____				Cash Price of Vehicle & Accessories \$ <u>125,725 00</u>	
Used Trade-In Allowance \$ <u>N/A</u>				STATE AND LOCAL TAXES (If any) <u>EXEMPT</u>	
Balance Owed on Trade-In <u>N/A</u>				Documentary Fee / NEW TIRE FEE / FUEL TAX <u>45 00</u>	
Net Allowance on Used Trade-In \$ <u>N/A</u>				License, License Transfer, Title, Registration Fee <u>22.50/6/5</u> <u>33 50</u>	
Deposit or Credit Balance <u>0 00</u>				TOTAL PRICE OF UNIT \$ <u>125,803 50</u>	
Cash with Order \$ <u>78 50</u>				TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN) \$ <u>78 50</u>	
TOTAL CREDIT (Transfer to Right Column) \$ <u>78 50</u>				UNPAID CASH BALANCE DUE ON DELIVERY \$ <u>125,725 00</u>	
MEMO: _____					

Purchaser agrees that his Order on the face and reverse side hereof and any attachments hereto includes all the terms and conditions, that this Order cancels and supercedes any prior agreements and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of the Order. IF A DOCUMENTARY FEE OR PREPARATION CHARGE IS MADE, YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC SERVICE PERFORMED. Dealers may not charge customers for services which are paid by the manufacturer.

Accepted By: 10/06/2005 [Signature]
Date Dealer or His Authorized Representative

10/06/2005 [Signature]
Date Purchaser's Signature

"THANK YOU - WE APPRECIATE YOUR BUSINESS"
RETAIL ORDER FOR A MOTOR VEHICLE

EXHIBIT "C"

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS FORM.

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

DAIMLERCHRYSLER FINANCIAL,	:	
Plaintiff	:	
vs.	:	No. 2007-1134 C.D.
ROY R. RALSTON,	:	
Defendant	:	
vs.	:	
MURRAYS FREIGHTLINER,	:	
Additional Defendant	:	
vs.	:	
DAIMLER TRUCKS NORTH	:	
AMERICA, LLC,	:	
Additional Defendant	:	

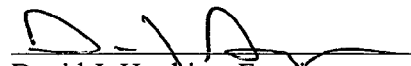
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Complaint to Join Additional Defendant Daimler Trucks North America, LLC, filed on behalf of Additional Defendant, Murrays Freightliner, was served on the 30th day of May, 2008, on all counsel of record by first-class mail, postage prepaid addressed as follows:

Patrick Thomas Woodman, Esquire
Weltman, Weinberg & Reis, Co.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Girard Kasubick, Esquire
Lehman & Kasubick
611 Brisbin Street
Houtzdale, PA 16651

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff

vs.

ROY R. RALSTON,
Defendant

vs.

MURRAYS FREIGHTLINER,
Additional Defendant

No. 2007-1134 C.D.

Type of Pleading: Answer to Complaint
to Join Additional Defendant, New Matter
and Counterclaim

Filed on behalf of: Murrays Freightliner,
Additional Defendant

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

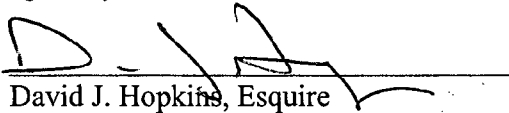
LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

NOTICE TO PLEAD

You are hereby notified to plead
to the within pleading within
twenty (20) days of service thereof
or default judgment may be entered
against you.


David J. Hopkins, Esquire
Attorney for Additional Defendant

FILED 300
0133561
MAY 30 2008
Atty Hopkins
(60)
William A. Shaw
Prothonotary/Clerk of Courts

DAIMLERCHRYSLER FINANCIAL, :
Plaintiff :
 :
 :
vs. : No. 2007-1134 C.D.
 :
 :
ROY R. RALSTON, :
Defendant :
 :
 :
vs. :
 :
 :
MURRAYS FREIGHTLINER, :
Additional Defendant :

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.

7. Denied. Ralston was informed the tractor had a standard Freightliner, LLC (now Daimler Trucks North America, LLC) warranty. Ralston also purchased the towing extended/roadside service warranty for one (1) year.

8. Neither admitted nor denied. Answering Defendant is without knowledge to admit or deny the allegations set forth in paragraph 8 and strict proof is demanded at trial. By way of further answer, there is no record of regular maintenance completed by Ralston on the Freightliner vehicle.

9. a. Neither admitted nor denied. Answering Defendant is unable to admit or deny the allegations set forth paragraph 9(a) and strict proof is demanded at trial. By way of further answer, Ralston never complained to Murrays Freightliner about wear and tear on tires. By way of further answer, tire wear was not covered by Freightliner's warranty.

b. Admitted. By way of further answer, Murrays Freightliner did not provide a warranty to Ralston. Rather, all warranties were provided by Freightliner. By way of further answer, the reason the spring bushings wore out and needed to be replaced by April of 2006 was that Ralston did not properly maintain the vehicle or correctly grease the spring bushings and pins.

c. Admitted in part and denied in part. Murrays admits an EGR valve had to be replaced and was replaced on July 26, 2006. At that time, the vehicle was in Murrays Freightliner's garage for two (2) days. The new EGR valve that was installed was a defective unit from the manufacturer so the vehicle was back on August 3, 2006. All other allegations in 9(c) are denied and strict proof is demanded at trial. The vehicle

was brought into the garage on August 4, 2006 and it was determined the EGR valve was defective. Another EGR valve was ordered and installed on August 9, 2006.

d. Neither admitted nor denied. Answering Defendant is without knowledge to admit or deny the allegations set forth in Section 9(d) and strict proof is demanded at trial.

e. Admitted in part and denied in part. Murrays admits the alternator was replaced on August 29, 2006. The same day the vehicle was brought to Murrays' facility. There was no charge to Ralston. The remainder of Section 9(e) is unclear to Murrays and therefore the allegations set forth therein are denied and strict proof is demanded at trial.

10. Neither admitted nor denied. Answering Defendant is without knowledge to admit or deny the allegations set forth in paragraph 10 and strict proof is demanded at trial.

11. Denied. On November 8, 2006, Ralston brought the vehicle to Murrays Freightliner's facility and a repair order was generated. The EGR valve was tested and determined to operate properly. Ralston did not return for his truck.

12. Denied. Murrays Freightliner did not take back the 2005 Freightliner truck tractor and reject the contract. Rather, Ralston appeared to abandon the vehicle. By way of further answer on November 13, 2006 DaimlerChrysler Financial faxed a repossession confirmation notice to Murrays.

13. Denied. Murrays Freightliner performed services upon Ralston's truck in a timely fashion and said repairs other than the rear spring bushings and pins were

covered by the original Freightliner warranty. Murrays did not provide any warranties to Ralston and did not breach any express warranties.

14. Denied. Murrays Freightliner did not provide any implied warranties to Ralston nor did it breach any implied warranties.

15. Denied. Murrays Freightliner performed services upon Ralston's truck in a timely fashion and said repairs other than the rear spring bushings and pins were covered by the original Freightliner warranty. Murrays Freightliner did not breach any merchantability and fitness of purpose.

16. Denied. Murrays Freightliner has not undertaken any actions that subjected it to liability or for contribution or indemnity.

WHEREFORE, Additional Defendant, Murrays Freightliner, requests your Honorable Court to dismiss Defendant Roy R. Ralston's Complaint against Murrays Freightliner and such other and further relief as the Court deems fair, just and equitable.

NEW MATTER

17. Additional Defendant, Murrays Freightliner, incorporates Answers to paragraphs 1 through 16 as if set forth at length herein.

18. The claims of Ralston fail to set forth a claim upon which relief can be granted.

19. The claims of Ralston fail against Murrays Freightliner inasmuch as Murrays Freightliner did not provide express warranties, implied warranties, warranties of merchantabilities and fitness of purpose.

20. The claims of Ralston fail inasmuch as the sole warranties provided with the 2005 Freightliner motor vehicle, Model No. FLD12064SD, VIN No. 1FVHALCK75DU79908 were solely provided by the manufacturer of the vehicle.

21. The claims of Ralston fail for Ralston's failure to maintain the vehicle and comply with the warranty agreement including but not limited to failing to properly grease the rear spring bushings and pins.

22. The claims of Ralston fail inasmuch as Murrays has complied with all of its obligations under the warranty provided by Freightliner, LLC.

23. The claims of Ralston fail inasmuch as they are improperly asserted against Murrays Freightliner rather than other parties who may be responsible for the claims as described in Ralston's Additional Complaint.

COUNTERCLAIM

AND NOW comes Plaintiff on the Counterclaim, Murrays Freightliner, and files the within Counterclaim and in support thereof says as follows:

COUNT I

24. Murrays Freightliner is a business entity having a place of business as Exit 97, Interstate 80 - Route 219, 1844 Rich Highway, DuBois, Pennsylvania 15801.

25. Defendant on the Counterclaim is Roy R. Ralston who resides at 3121 Crooked Sewer Road, Osceola Mills, Pennsylvania 16666.

26. On April 28, 2006, Defendant Roy R. Ralston brought his 2005 Freightliner motor vehicle to Plaintiff's place of business alleging the rear spring bushings and pins were worn on the steering axle.

27. At the request of Ralston, Murrays Freightliner replaced the shackled bushings and pins. The cost of the repair was \$433.95.

28. Murrays Freightliner has presented said bill to Defendant Ralston who has refused to pay same.

29. The actions of Ralston constitute breach of contract entitling Plaintiff to an award of \$433.95 together with post judgment interest.

WHEREFORE, Murrays Freightliner respectfully request this Honorable Court enter judgment against Roy R. Ralston for \$433.95 together with post judgment interest and such other and further relief as the Court deems fair, just and equitable.

COUNT II - UNJUST ENRICHMENT

30. Plaintiff on the Counterclaim, Murrays Freightliner, incorporates the allegations in Count I as if set forth at length herein.

31. As a result of the actions of Murrays Freightliner, Defendant Ralston had the rear shackled bushings and pins replaced in his 2005 Freightliner motor vehicle, the value of which was \$433.95.

32. Defendant Ralston has been unjustly enriched in the amount of \$433.95.

WHEREFORE, Murrays Freightliner respectfully request this Honorable Court enter judgment against Roy R. Ralston for \$433.95 together with post judgment interest and such other and further relief as the Court deems fair, just and equitable

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Additional Defendant

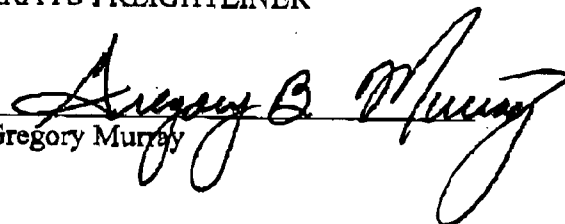
VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

MURRAYS FREIGHTLINER

BY:

Gregory Murray

A handwritten signature in black ink, appearing to read "Gregory B. Murray", is written over a horizontal line. The signature is stylized with a large, looping "G" and "M".

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff

vs.

No. 2007-1134 C.D.

ROY R. RALSTON,
Defendant

vs.

MURRAYS FREIGHTLINER,
Additional Defendant

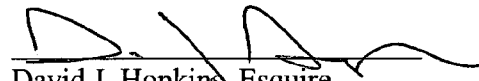
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Answer to Complaint to Join Additional Defendant, New Matter and Counterclaim, filed on behalf of Additional Defendant Murrays Freightliner, was served on the 30th day of May, 2008, on all counsel of record by first-class mail, postage prepaid addressed as follows:

Patrick Thomas Woodman, Esquire
Weltman, Weinberg & Reis, Co.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Girard Kasubick, Esquire
Lehman & Kasubick
611 Brisbin Street
Houtzdale, PA 16651

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
Attorney for Additional Defendant

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

DAIMLERCHRYSLER FINANCIAL,	:	No.: 2007-1134-CD
Plaintiff	:	Type of Case: Civil
	:	Type of Pleading:
vs.	:	Defendant, Roy R.
	:	Ralston's Reply to New
ROY R. RALSTON,	:	Matter and Counterclaim
Defendant	:	of Additional Defendant,
	:	Murrays Freightliner
vs.	:	Filed on behalf of:
	:	Defendant
MURRAYS FREIGHTLINER,	:	Counsel of Record for
Additional Defendant	:	This Party:
	:	Girard Kasubick, Esq
vs.	:	Supreme Court No. 30109
	:	LEHMAN & KASUBICK
DAIMLER TRUCKS NORTH	:	611 Brisbin Street
AMERICA, LLC,	:	Houtzdale, PA 16651
Additional Defendant	:	(814) 378-7840

FILED 4CC Atty
013:00cm Kasubick
JUN 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

(610)

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

DAIMLERCHRYSLER FINANCIAL, :
Plaintiff :
vs. : No. 2007-1134-CD
ROY R. RALSTON, :
Defendant :
vs. :
MURRAYS FREIGHTLINER, :
Additional Defendant :
vs. :
DAIMLER TRUCKS NORTH :
AMERICA, LLC, :
Additional Defendant :

**DEFENDANT, ROY R. RALSTON'S REPLY TO NEW MATTER AND
COUNTERCLAIM OF ADDITIONAL DEFENDANT, MURRAYS FREIGHTLINER**

AND NOW, comes, the original Defendant, Roy R. Ralston, by and through his Attorney, Girard Kasubick, Esq., and files this Reply to New Matter and Counterclaim of Additional Defendant, Murrays Freightliner:

REPLY TO NEW MATTER

17. Defendant, Roy R. Ralston, incorporates Paragraphs 1 through 16 of his Complaint to Join Additional Defendant, Murrays Freightliner, as though set forth in full herein.

18. Denied. This averment is a conclusion of law or fact for which no responsive pleading is required.

19. Denied. This averment is a conclusion of law or fact for which no responsive pleading is required. Further denied since Defendant Ralston only dealt with Murrays Freightliner and their employees when purchasing the Truck Tractor who did make representation to Defendant of certain warranties.

20. Denied. Tim Magrini, employee of Murrays Freightliner, made representation of warranties to Defendant, Roy R. Ralston, and did so as representative and agent of the manufacturer, since no other representative of the manufacturer was present.

21. Denied. Defendant, Roy R. Ralston, did maintain the vehicle as required and did grease spring bushings and pins on a weekly basis.

22. Denied. This averment is a conclusion of law or fact for which no responsive pleading is required. Further denied since Defendant only had privy with Additional Defendant, Murrays Freightliner, and its employees.

23. Denied. Defendant, Roy R. Ralston, only dealt with Additional Defendant, Murrays Freightliner, and its

employees in the purchase of the Truck Tractor and was privy to no other party.

WHEREFORE, Defendant, Roy R. Ralston, requests your Honorable Court to enter judgment against Additional Defendant, Murrays Freightliner, and in favor of Defendant on his Additional Defendant Complaint.

REPLY TO COUNTERCLAIM

COUNT I

24. Admitted.

25. Admitted.

26. Admitted.

27. Admitted in part and Denied in part. It is admitted Murrays Freightliner replaced the bushings and pins. It is denied as to the costs of the repairs because after reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of the cost of the repair and proof thereof is demanded.

28. Admitted. The Defendant was told that the Truck Tractor was under warranty for all parts for the first year and Defendant believes this cost was to be covered under the Truck Tractor warranty.

29. Denied. This is a conclusion of law or fact for which no responsive pleading is required. The Defendant was told that the Truck Tractor was under warranty for all parts for the first year and Defendant believes this cost was to be covered under the Truck Tractor warranty.

WHEREFORE, Defendant, Roy R. Ralston, requests your Honorable Court to enter judgment in favor of Defendant, Roy R. Ralston, and against Additional Defendant, Murrays Freightliner, as this expense was covered under warranty.

COUNT II - UNJUST ENRICHMENT

30. Defendant, Roy R. Ralston, incorporates paragraphs 24 through 29 of his Reply to Count I of the Counterclaim as though set forth in full herein.

31. Admitted in part and Denied in part. It is admitted Murrays Freightliner replaced the bushings and pins. It is denied as to the costs of the repairs because after reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of the cost of the repair and proof thereof is demanded.

32. Denied. The cost of the repairs was covered under the warranty on all parts for the first year.

WHEREFORE, Defendant, Roy R. Ralston, requests your Honorable Court to enter judgment in favor of Defendant, Roy R. Ralston, and against Additional Defendant, Murrays Freightliner, as this expense was covered under warranty.

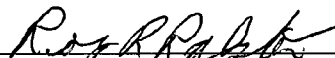
Respectfully submitted,



Girard Kasubick, Esq.
Attorney for Defendant,
Roy R. Ralston

VERIFICATION

I verify that the statements made in the foregoing Defendant, Roy R. Ralston's Reply to New Matter and Counterclaim of Additional Defendant, Murrays Freightliner, is true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.


Roy R. Ralston

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Daimler Chrysler Financial
(Plaintiff)

CIVIL ACTION

(Street Address)

No. 2007-1134 C.D.

Type of Case: Contract

(City, State ZIP)

Type of Pleading: Preliminary Objections

VS.

Filed on Behalf of:

Murrays Freightliner and
Daimler Trucks North America, LLC
(Defendant)

Second Additional Defendant
(Plaintiff/Defendant)

(Street Address)

(City, State ZIP)

W. Bourne Ruthruaff, Esquire
Dana V. Szilier, Esquire
(Filed by)

Bennett, Bricklin & Saltzburg, LLC
1601 Market Street, 16th Floor

(Address)
Philadelphia, PA 19103
(215) 567-2883

(Phone)

(Signature)

FILED

JUN 26 2008

William A. Shaw
Prothonotary/Clerk of Courts

BENNETT, BRICKLIN & SALTZBURG, LLP
BY: W. Bourne Ruthruaff, Esquire
I.D. No.: 03216
Dana V. Szilier, Esquire
I.D. No.: 90898
1601 Market Street, 16th Floor
Philadelphia, PA 19103
(215) 567-2883

Attorneys for Additional Defendant
Daimler Trucks North America, LLC

**COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL DIVISION**

DAIMLER CHRYSLER FINANCIAL	:	CLEARFIELD COUNTY
vs.	:	COURT OF COMMON PLEAS
ROY R. RALSTON,	:	
vs.	:	2007-1134 C.D.
MURRAYS FREIGHTLINER	:	
vs.	:	
DAIMLER TRUCKS NORTH AMERICA	:	
LLC	:	

ORDER

AND NOW, this _____ day of _____, 2008, upon Second Additional Defendant Daimler Trucks North America LLC's Preliminary Objections to Additional Defendant Murrays Freightliner's Complaint to Join Second Additional Defendant Daimler Trucks North America LLC, and any response thereto, it is hereby **ORDERED** that Second Additional Defendant Daimler Trucks North America LLC's Preliminary Objections are sustained, and Additional Defendant Murrays Freightliner's Complaint is **DISMISSED WITH PREJUDICE**.

J.

BENNETT, BRICKLIN & SALTZBURG, LLP
BY: W. Bourne Ruthruaff, Esquire
I.D. No.: 03216
Dana V. Szilier, Esquire
I.D. No.: 90898
1601 Market Street, 16th Floor
Philadelphia, PA 19103
(215) 567-2883

Attorneys for Additional Defendant
Daimler Trucks North America, LLC

DAIMLER CHRYSLER FINANCIAL	:	CLEARFIELD COUNTY
vs.	:	COURT OF COMMON PLEAS
ROY R. RALSTON,	:	
vs.	:	2007-1134 C.D.
MURRAYS FREIGHTLINER	:	
vs.	:	
DAIMLER TRUCKS NORTH AMERICA	:	
LLC	:	

**SECOND ADDITIONAL DEFENDANT,
DAIMLER TRUCKS NORTH AMERICA LLC'S,
PRELIMINARY OBJECTIONS TO JOINDER COMPLAINT
OF ADDITIONAL DEFENDANT**

Second Additional Defendant, Daimler Trucks North America LLC ("Daimler Trucks"), by and through its attorneys, Bennett, Bricklin & Saltzburg, hereby moves this Honorable Court to grant its Preliminary Objections pursuant to Pennsylvania Rule of Civil Procedure 1028 to the Joinder Complaint of Additional Defendant Murrays Freightliner ("Murrays"). The proposed joinder of Daimler Trucks by Additional Defendant Murrays Freightliner is improper and should be denied for the following reasons:

- A. This proposed joinder is untimely, improper and does not conform to law or rules of court;
- B. The proposed joinder of second additional defendant, Daimler Trucks, is highly and

unfairly prejudicial to Daimler Trucks;

C. The Joinder Complaint against Daimler Trucks is itself legally insufficient.

D. The proposed joinder is improper under Rule 2252, as the “joinder” Complaint is irrelevant to the “underlying cause of action”, to wit, the Complaint of plaintiff, Daimler Chrysler Financial on its note to defendant Roy Ralston;

The facts pertinent to this Motion are as follows:

1. Plaintiff Daimler Chrysler Financial instituted this lawsuit with the filing of a complaint on July 19, 2007. A true and correct copy of plaintiff’s complaint is attached hereto as Exhibit A.

2. The only defendant named in that initial filing was Roy R. Ralston. See Exhibit A.

3. Daimler Chrysler Financial asserts that defendant Ralston owes \$41,434.30 on a contract between Ralston and Daimler Chrysler Financial, and attached to plaintiff’s Complaint. See Exhibit A.

4. On February 19, 2008 defendant Ralston accepted service of plaintiff’s Complaint. A true and correct copy of the dockets is attached hereto as Exhibit B.

5. On or about April 4, 2008 Ralston (apparently timely) served additional defendant Murrays Freightliner with a Joinder Complaint.¹ See Exhibit B.

6. Ralston’s Complaint against Murrays Freightliner alleges that Murrays Freightliner failed to properly service the truck and further alleges that components on the truck itself were not satisfactory. A true and correct copy of Defendant Ralston’s Joinder Complaint (without exhibits)

¹The dockets appear to reflect service on Murrays on or about April 4, 2008. Even if this is not correct (and service was as late as May 10, 2008) it does not diminish the prejudice to Daimler Trucks of being joined almost 11 months after the case was started nor does it diminish the prejudice to Daimler Trucks from the failure of either Joinder Complaint to be pled with specificity and legal sufficiency.

is attached hereto as Exhibit C.

7. These allegations by defendant Ralston against additional defendant Murrays Freightliner are irrelevant to the claim of plaintiff Daimler Chrysler Financial against Ralston on the note.

8. After April 4, 2008, Murrays Freightliner then had 20 days within which to file and serve its own Joinder Complaint pursuant to Rule 2253(a)(2).

9. On information and belief, Murrays Freightliner did not do so, and instead waited more than 50 days until May 30, 2008 when it filed the instant Joinder Complaint against second additional defendant Daimler Trucks. A true and correct copy of Additional Defendant Murrays Freightliner's Joinder Complaint (without exhibits) is attached hereto as Exhibit D.

10. Murrays Freightliner has not shown any reasonable justification for this delay in commencing the joinder proceedings.

**PRELIMINARY OBJECTIONS DUE TO FAILURE TO CONFORM
TO LAW OR RULE OF COURT PURSUANT TO PA RCP 1028(a)(2)**

Daimler Trucks incorporates by reference paragraphs 1-10 of this motion.

11. Pursuant to Pennsylvania Rule of Civil Procedure 2253, Murrays' Freightliner's Joinder Complaint was required to be filed no later than:

The time for filing [Murrays'] Answer as established by Rule 1026, Rule 1028 or Order of Court, whichever is later, unless such filing is allowed by Order of the Court or by written consent of all parties approved by and filed with the Court.

12. Thus, Murrays was required by rule to file its Joinder Complaint within 20 days of the date it was served, or on or about April 24, 2008.

13. Upon information and belief, Murrays failed to file a Joinder Complaint timely under Pa. R.C.P. 2253(a)(2).

14. Second Additional Defendant Daimler Trucks is thereby prejudiced by this late joinder which occurred almost one year after the case was initiated.

15. On information and belief, Murrays has had possession of the subject truck since 2006. The condition of the truck at present, its whereabouts and events between 2006 and the present are not known.

16. There was no reason whatever why Murrays could not have timely filed a legally sufficient pleading against Daimler Trucks.

**PRELIMINARY OBJECTIONS DUE TO INSUFFICIENT SPECIFICITY
AND LEGAL INSUFFICIENCY OF BOTH JOINDER COMPLAINTS,
PURSUANT TO PA. RCP 1028(a)(3) AND (4).**

Daimler Trucks incorporates by reference paragraphs 1-16 of this motion.

17. Defendant Ralston's Complaint against Murrays makes only vague and legally insufficient claims regarding the subject tractor. (For example, paragraph 9(e), "the alternator needed replaced prior to normal wear and tear").

18. Indeed, virtually all of Ralston's complaints against Murrays are conclusory allegations about Murrays "refusal" to make the repairs, to cover a repair under warranty or to make the repairs in a timely fashion.

19. Ralston's Complaint against Murrays also alleges that Murrays independently made certain statements regarding the subject tractor. (See Exhibit C, ¶7).

20. For whatever reason, Murrays did not seek either to require Ralston specify its contentions or to plead legally sufficient contentions in Ralston's Complaint against Murrays.

21. Instead, Murrays merely attempted to foist onto Daimler Trucks the obligations to meet Ralston's insufficient pleadings.

22. Murrays own Joinder Complaint against Daimler Trucks is vague, not sufficiently

specific and conclusory and legally insufficient. (See Exhibit D.

23. Daimler Trucks is thereby prejudiced further because neither Ralston nor Murrays has ever properly pled a cause of action to which Daimler can adequately respond.

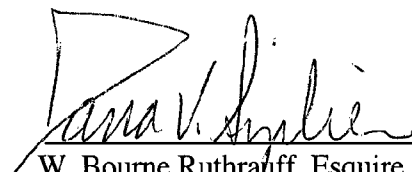
**THE JOINDER COMPLAINT IS EXTRANEEOUS TO THE
ISSUES IN THE CONTRACT DISPUTE BETWEEN
DAIMLER CHRYSLER FINANCIAL AND RALSTON**

Daimler Trucks incorporates by reference paragraphs 1-23 of this motion.

24. Plaintiff Daimler Chrysler Financial has sued Ralston to enforce a contract between those two parties. There is no basis for Daimler Trucks, not a party to that contract to become involved in that lawsuit. It is prejudicial and a waste of judicial time to litigate extraneous issues which may never arise.

WHEREFORE, Second Additional Defendant Daimler Trucks respectfully requests that the Joinder Complaint against it by additional defendant Murrays Freightliner be dismissed with prejudice.

BENNETT, BRICKLIN & SALTZBURG, LLP



W. Bourne Ruthrauff, Esquire
Dana V. Szilier, Esquire
Attorneys for Additional Defendant,
Daimler Trucks North America, LLC

BENNETT, BRICKLIN & SALTZBURG, LLP
BY: W. BOURNE RUTHRAUFF, ESQUIRE
I.D. NO.: 03216
1601 Market Street, 16th Floor
Philadelphia, PA 19103
(215) 567-2883

Attorney for Additional Defendant,
Daimler Trucks North America LLC

**COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL DIVISION**

DAIMLER CHRYSLER FINANCIAL	:	CLEARFIELD COUNTY
vs.	:	COURT OF COMMON PLEAS
ROY R. RALSTON,	:	
vs.	:	2007-1134 C.D.
MURRAYS FREIGHTLINER	:	
vs.	:	
DAIMLER TRUCKS NORTH AMERICA	:	
LLC	:	

**MEMORANDUM OF LAW IN SUPPORT OF SECOND
ADDITIONAL DEFENDANT DAIMLER TRUCKS
NORTH AMERICA, LLC'S PRELIMINARY OBJECTIONS**

I. MATTER BEFORE THE COURT

Second Additional Defendant Daimler Trucks North America LLC's Preliminary Objections.

II. STATEMENT OF QUESTION INVOLVED

1. Should this Honorable Court grant Second Additional Defendant Daimler Trucks North America LLC's Preliminary Objections based upon the untimely joinder by Murrays Freightliner of Additional Defendant Daimler Trucks; and the prejudice to Daimler Trucks?

SUGGESTED ANSWER: Yes.

2. Should this Honorable Court grant the Second Additional Defendant Daimler Trucks North America LLC's Preliminary Objections based on insufficient specificity of the Joinder Complaints and legal insufficiency of the Joinder Complaints?

SUGGESTED ANSWER: Yes.

III. FACTS

Plaintiff instituted the instant action through the filing of its complaint on or about July 19,

2007. See Exhibit A. Defendant Roy Ralston was the only defendant named. Eight months later, on March 20, 2008, Defendant Ralston filed a Joinder Complaint naming Murrays Freightliner as an Additional Defendant. See Exhibit C. Over two months later, on May 30, 2008, Murrays Freightliner then filed a complaint to join Daimler Trucks as an Additional Defendant. See Exhibit D.

IV. LEGAL ARGUMENT

The Pennsylvania Rules of Civil Procedure set forth specific guidelines for joining a party. Murrays Freightliner then was required, pursuant to Pennsylvania Rule of Civil Procedure 2253 (a) (2) to file any joinder complaint within twenty days after service. Murrays Freightliner's joinder complaint was not filed until May 30, 2008, over 50 days after Defendant Ralston's joinder complaint was served on it. For the foregoing reasons, joinder of Daimler Trucks as an Additional Defendant was untimely and improper.

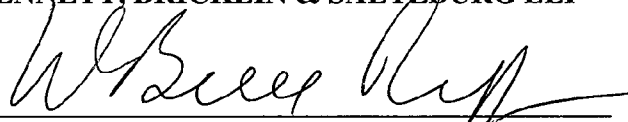
Further, the Joinder Complaints of both Ralston and Murrays are insufficiently specific, and legally insufficient.

Additional Defendant Daimler Trucks is prejudiced by the delay in that the case has been pending for almost one year, and by the legal insufficiency of the Joinder Complaints.

V. RELIEF

Additional Defendant Daimler Trucks respectfully requests that this Honorable Court sustain its preliminary objections and enter the attached Order.

BENNETT, BRICKLIN & SALTZBURG LLP

A handwritten signature in black ink, appearing to read 'W. Bourne Ruthrauff', is written over a horizontal line.

W. BOURNE RUTHRAUFF, ESQUIRE

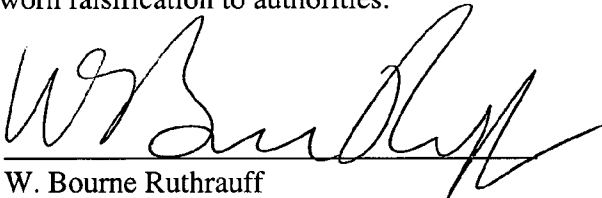
DANA V. SZILIER, ESQUIRE

**Attorney for Additional Defendant
Daimler Trucks North America LLC**

VERIFICATION

I, W. Bourne Ruthrauff, Esquire hereby certify that I am the attorney for the ADDITIONAL DEFENDANT herein, that as such I am authorized to take this verification, and that the facts set forth in the foregoing PRELIMINARY OBJECTIONS TO ADDITIONAL DEFENDANT MURRAYS FREIGHTLINER'S JOINDER COMPLAINT, are true and correct to the best of my knowledge, information and belief. I understand that false statements made herein are subject to penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

DATED: June 24, 2008


W. Bourne Ruthrauff

BENNETT, BRICKLIN & SALTZBURG, LLP
BY: W. BOURNE RUTHRAUFF, ESQUIRE
I.D. NO.: 03216
1601 Market Street, 16th Floor
Philadelphia, PA 19103
(215) 567-2883

Attorney for Additional Defendant,
Daimler Trucks North America LLC

**COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL DIVISION**

DAIMLER CHRYSLER FINANCIAL	:	CLEARFIELD COUNTY
vs.	:	COURT OF COMMON PLEAS
ROY R. RALSTON,	:	
vs.	:	2007-1134 C.D.
MURRAYS FREIGHTLINER	:	
vs.	:	
DAIMLER TRUCKS NORTH AMERICA	:	
LLC	:	

CERTIFICATE OF SERVICE

I, W. Bourne Ruthrauff, hereby certify that a true and correct copy of the foregoing Preliminary Objections have been served this date upon all interested counsel by way of United States Regular First Class Mail, postage prepaid, addressed as follows:

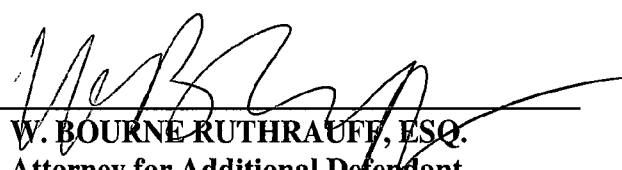
Daniel Hopkins, Esquire
Hopkins Heltzel LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

Patrick Thomas Woodman, Esquire
Weltman, Weinberg & Reis, Co. L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219

Girard Kasubick, Esquire
Lehman & Kasubick
611 Brisbin Street
Houtzdale, PA 16651

BENNETT, BRICKLIN & SALTZBURG LLP

BY: _____


W. BOURNE RUTHRAUFF, ESQ.
Attorney for Additional Defendant
Daimler Trucks North America LLC

DATE: June 24, 2008

EXHIBIT “A”

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

DAIMLERCHRYSLER FINANCIAL

Plaintiff

vs.

ROY R RALSTON

Defendant

No. 2007 - 1134 - CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

PATRICK THOMAS WOODMAN, ESQUIRE
PA I.D. # 34507

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

436 SEVENTH AVENUE, SUITE 2718
PITTSBURGH, PA 15219
(412) 434-7955
Fax: 412-338-7130

WWR#05850451

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

DAIMLERCHRYSLER FINANCIAL

Plaintiff

vs.

Civil Action No.

ROY R RALSTON

Defendant

COMPLAINT IN CIVIL ACTION 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. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation having offices in Lisle, IL 60532-0354.

2. Defendant is an adult individual residing at 3121 Crooked Sewer Road,
Osceola, PA 16666

3. On or about 10/25/06, Defendant duly executed a DIRECT PURCHASE MONEY LOAN AND SECURITY AGREEMENT (hereinafter the "Agreement") in favor of DaimlerChrysler Financial, a true and correct copy of said Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.

4. Pursuant to said Contract, Defendant took possession of the vehicle more particularly identified in the Contract as a Freightliner.

5. Plaintiff avers that Defendant is in default of the Agreement by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

6. Plaintiff avers that a balance of \$41,434.13 is due from Defendant as of February 22, 2007.

7. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 6% per annum.

8. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees.

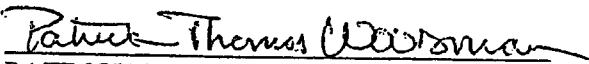
9. Plaintiff avers that such attorneys' fees amount to \$1500.00.

10. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, attorneys' fees, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant, ROY R RALSTON, individually, in the amount of \$41,434.13 with continuing interest thereon at the Contract rate of 6.% per annum from FEBRUARY 22, 2007, plus attorneys' fees of \$1500.00 and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

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


PATRICK THOMAS WOODMAN, ESQUIRE
PA I.D. # 34507
WELTMAN, WEINBERG & REIS, CO.
L.P.A.
436 SEVENTH AVENUE, SUITE 2718
PITTSBURGH, PA 15219
(412) 434-7955
Fax: 412-338-7130

WWR#:05850451

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.

Patrick Thomas Woodman

Patrick Thomas Woodman, Esquire

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

DATE: 10/06/2005
QUOTE NO. 161621

100-6136491-000

139173-0001

BORROWER: ROY R RALSTON

(Print Full Name)

3121 CROOKED SEWER ROAD

OSCEOLA
MILLS

CLEARFIELD

PA

16666

(Street No.)

(City)

(County)

(State)

(Zip)

CO-BORROWER:

(Print Full Name)

(Street No.)

(City)

(County)

(State)

(Zip)

DEALER:

Murray's Ford, Inc.

(Print Full Name)

1844 Rich Highway

DuBois

PA

15801

(Street No.)

(City)

(County)

(State)

(Zip)

LENDER: DaimlerChrysler Services North America LLC, 1011 Waltenville Road, Lisle, Illinois 60532.

I (meaning individually, collectively, and interchangeably, all Borrowers named above, jointly and severally) have entered into a direct loan with Lender to finance the purchase of the following described Equipment. I acknowledge to have accepted delivery of the Equipment in good order without reservation of rights and without implied warranty as to condition, merchantability, and suitability for any purpose. I further acknowledge and certify that I have entered into this loan with Lender, and I intend to use the purchased Equipment, primarily for business or commercial purposes, and not for personal, family, household or agricultural purposes.

DESCRIPTION OF EQUIPMENT:

New/ Used	Make	Model	Serial Number	Body Type	Model Year	Cash Sale Price
N	FREIGHTLINER	FLD12064SD	IFVHALCK75DU79908	TRUCK	2005	\$112,614.00
N	J & J	19'6	TA18815	DUMP	2005	\$0.00

TRADE-IN & DOWNPAYMENT

Make	Model	Serial Number	Body Type	Model Year	Allowance
List Payoff to:				Payoff Amount	\$0.00
				Net Trade-in Allowance	\$0.00
				Cash Downpayment	\$78.50
				TOTAL DOWNPAYMENT	\$78.50

TOTAL OF PAYMENTS CALCULATION

1.	Total Cash Sale Price	\$112,614.00
2.	Less Total Downpayment	\$78.50
3.	Unpaid Balance of Cash Price (1-2)	\$112,535.50
ITEMIZED CHARGES		
	A. Physical Damage Insurance	\$0.00
	B. Credit Life/Disability Insurance	\$0.00
	C. Non-Trucking Liability Insurance	\$0.00
	D. Guaranteed Auto Protection Insurance	\$0.00
	E. Insurance Tax (if applicable)	
	F. Registration/License/Title Fees	\$28.50
	G. Federal Excise Tax	\$13,111.00
	H. Sales Tax	\$0.00
	I. Documentation Fee	\$30.00
	J. Origination Fee	
	K. Other (LIEN FEE)	\$5.00
	L. Other (NEW TIRE FEE)	\$10.00
	M. Other (FUEL TAX FEE)	\$5.00
	N. Business Service Fee ()	\$0.00
4.	Total Itemized Charges (Sum of A through N)	\$13,189.50
5.	Amount Financed (3+4)	\$125,725.00
6.	Finance Charge	\$24,990.80
7.	Total of Payments (5+6)	\$150,715.80

EXHIBIT



Terms and Conditions

QUOTE NO. 161621

1. **Promise to Pay:** I promise to pay to the order of Lender the Total of Payments indicated above, which includes principal (Amount Financed) and precomputed interest (Finance Charge).
2. **Payment Schedule:** My loan is payable in 60 installment payments of \$2,511.93 each, commencing on 11/21/2005 and the 21st day of each successive month thereafter, except as follows: N/A.
3. **Late Payment:** If I fail to make any payment within ten (10) days of the due date, I agree to pay Lender a late payment fee in an amount equal to 5% of the delinquent payment, or such lesser amount as may be limited by law.
4. **Returned Check Charges:** If I make any payment by check, and my check is returned unpaid for any reason, I agree to pay Lender a returned check charge in the amount of \$35.00, or such lesser amount as may be limited by law.
5. **Prepayment:** I may prepay my Indebtedness under this Agreement, less any required rebate of unearned interest, in full at any time. The rebate will be based upon either simple interest or the Rule of 78's, whichever is more favorable to me.
6. **Grant of Security Interest:** In order to secure the prompt and punctual payment and satisfaction of my Indebtedness (as defined herein), I am granting Lender a security interest in the Equipment, and in all accessions, replacements and additions to the Equipment, and in all leases of the Equipment, and in all lease payments, rentals, and rights thereto, and in all proceeds derived from the Equipment, including insurance proceeds and refunds of insurance premiums. I also agree that collateral securing other loans, credit sales and leases that I may have with Lender, whether now or in the future, additionally will secure my Indebtedness under this Agreement. The Equipment, all leases of the Equipment, all lease payments, rentals, and rights thereto, proceeds, and my additional collateral securing other loans, credit sales, and leases with Lender, are individually, collectively and interchangeably referred to under this Agreement as my "Collateral." For purposes of this Agreement, the term "Indebtedness" means: (1) my indebtedness under my loan and under this Agreement for payment of principal, interest, late charges and returned check fees; (2) my indebtedness under any other loans or obligations that I may now and in the future owe to Lender; (3) all additional funds that Lender may advance on my behalf as provided in this Agreement; and (4) Lender's costs and expenses incurred in enforcing Lender's rights under this Agreement, and in protecting and preserving the Collateral, including reimbursement of Lender's reasonable attorney's fees, court costs, and collection expenses. I authorize Lender to perfect its security interest in the Collateral by filing a copy of this Agreement, or a UCC financing statement, and/or title documentation with the proper filing or title office. I agree to reimburse Lender for all filing costs and perfection expenses, as well as for all costs of amending, continuing and terminating such filings.
7. **Covenants:** I agree: (1) not to sell, lease, transfer or assign the Collateral without Lender's prior written consent; (2) not to allow any other security interest or lien to be placed on or to attach to the Collateral; (3) not to make any material changes or alterations to the Equipment without Lender's prior written consent (including replacements, additions, accessories or substitutions); (4) not to remove the Equipment from the state in which I reside or have my principal offices, other than in the ordinary course of business, for a period in excess of sixty (60) consecutive days, without first obtaining Lender's prior written consent; (5) not to retitle the Equipment in another state without first notifying Lender; and (6) if I am a business entity, not to change my name or form or state of organization without first notifying Lender at least thirty (30) days in advance of such change. I further agree: (a) that anything that may be attached to the Equipment will become an accession to the Equipment, and will become part of the Collateral; (b) to make all necessary repairs to, and not to abandon the Equipment; (c) to abide by all laws and rules and regulations with respect to the use and operation of the Equipment, and to obtain all necessary permits and licenses in those jurisdictions where required; (d) to pay all taxes and assessments levied against the Equipment and to furnish Lender with proof of such payments; and (e) to permit Lender to inspect the Equipment at reasonable times.
8. **Insurance:** So long as my Indebtedness remains unpaid and unsatisfied, I agree to maintain insurance on the Equipment, at my expense, and with such coverages and deductible limits as may be required by Lender, and with such financially responsible insurance companies as may be acceptable to Lender. Such insurance shall include: (a) collision coverage; and (b) either (1) comprehensive coverage, or (2) fire, theft and combined additional coverages, on the Equipment, with a deductible not to exceed \$1,000, insuring against loss up to the value of the Equipment at the time of loss. I agree to name Lender as a non-contributory lender loss payee beneficiary and as an additional insured under my insurance policy, which will require at least twenty (20) days advance written notice to Lender before such insurance may lapse, or be reduced or canceled or terminated for any reason. I agree to provide Lender with a copy of my insurance policy along with evidence that I have paid the policy premiums and all renewal premiums. I assign to Lender all proceeds from insurance policies covering the Equipment, including, but not limited to, refunds of unearned premiums of any credit life, credit disability, property or other insurance financed by Lender under this Agreement, and direct the insurance companies to pay such amounts directly to Lender. Lender may apply any such insurance proceeds and returned premiums received to the unpaid balance of my then Indebtedness. I instruct my insurance company to make such payments directly to Lender. I also grant Lender an irrevocable power of attorney, coupled with an interest, to endorse any draft or check received as proceeds of insurance, and if I am then in default, to negotiate and settle any claims I may have with respect to the Equipment. Should I fail to purchase and maintain insurance on the Equipment, or should I fail to do whatever else is required of me under this Agreement, then Lender shall have the right (at Lender's sole option, and without any responsibility or liability to do so) to purchase insurance of such type and coverages, and in such amounts as Lender deems acceptable, and to do such other acts as Lender may deem, within its sole discretion, to be necessary and proper. I agree to immediately reimburse Lender for all additional sums that Lender may advance for such purposes, together with interest thereon at the rate of 18% per annum, or such lesser rate as may be limited by law, from the date of each advance until I repay Lender in full. I authorize Lender to release to third parties any information necessary to facilitate insurance and tax monitoring and insurance placement.

9. **Default and Acceleration:** Lender has the right at its sole option to insist on immediate payment in full of all Indebtedness that I may owe to Lender, less any required rebates of unearned interest, upon the occurrence of any one or more of the following events: (1) if I fail to make any payment under this Agreement when due; or (2) if I am in default under any other provision of this Agreement; or (3) if I am in default under any other loan, extension of credit, or obligation that I may then owe to Lender; or (4) if I should become insolvent, or apply for bankruptcy or other relief from creditors; or (5) if any of the Equipment is seized under process of law; or (6) if any guaranty of my obligations under this Agreement is withdrawn or becomes unenforceable for any reason; or (7) if Lender reasonably believes itself to be insecure in the repayment of this Agreement. After default and acceleration, I agree to continue to pay Lender interest on the then unpaid balance of my Indebtedness at the rate of eighteen (18%) percent per annum, or such lesser rate as may be limited by law.
10. **Default Remedies:** Should I default under this Agreement, and Lender elects to accelerate payment of my Indebtedness, Lender may exercise all of the rights and remedies available to secured creditors generally under the Uniform Commercial Code in effect in the state where the Collateral is then located. I agree to turn over and deliver the Collateral to Lender at my expense, at the time and at the location Lender may demand of me. Alternatively, Lender may enter any premises or other place where the Collateral may be located, and take possession of the Collateral, and all other property then located on or in the Collateral, provided that Lender is able to do so without breach of the peace. Lender may then sell the Collateral without warranty at public or private sale, and apply the sale proceeds to the satisfaction of my Indebtedness. Lender has no obligation to clean-up, repair, or prepare the Collateral for sale. Any requirement that Lender notify me of the sale or other disposition of the Collateral will be satisfied if Lender sends me a written communication at least ten (10) days in advance of the date on which a public sale is scheduled, or within ten (10) days in advance of the time after which a private sale or other disposition may take place.
11. **Waivers:** I and all Guarantors each waive presentment, notice, and demand for payment, and agree that our liability under this Agreement shall be joint and several with each other. We further agree that discharge or release of any party, or Collateral, or any extension of time for payment, or any delay in enforcing Lender's rights, will not cause Lender to lose any of its rights. I expressly waive any right to a jury trial in any dispute regarding or arising out of this Agreement, the sale of the Equipment, or my relationship with Lender or Dealer.
12. **Collection Attorney's Fees and Expenses:** If Lender has to sue me, or if Lender refers my loan to an attorney for collection, I agree to pay Lender reasonable attorney's fees. I further agree to reimburse Lender for its court costs and collection expenses incurred in enforcing Lender's rights under this Agreement.
13. **Savings Clause:** It is Lender's intent to fully comply with all laws and regulations limiting imposition and collection of interest and other fees and charges in connection with my loan. Should I be called upon, or should I ever pay interest or other fees and charges to Lender in excess of the amount(s) and rate(s) permitted, I agree that Lender may cure such violation by crediting any excess amount that I have paid against my then outstanding Indebtedness under this Agreement.
14. **No Agency Relationship; No Right to Assert Claims and Defenses:** I fully understand and unconditionally agree that neither Dealer, the Equipment manufacturer and distributor, nor their employees, are Lender's partners, agents, or representatives, and have no right to commit, bind or obligate Lender in any way. My obligations to Lender under this Agreement are absolute and unconditional, and I have no right to assert against Lender any claims or defenses that I may have against the Dealer, the Equipment manufacturer, distributor, or their employees.
15. **Representations and Warranties:** I represent and warrant to Lender that: (1) my correct legal name and state of residence or organization are listed on page 1 of this Agreement, and I am properly authorized, licensed and in good standing to conduct business in each applicable jurisdiction; (2) none of the preprinted provisions of this Agreement have been altered, modified, or stricken by me or by anyone else; (3) I or my authorized representative properly executed this Agreement in my name and my signature on this Agreement, or that of my authorized representative, is genuine; (4) the amount of the cash downpayment reflected in this Agreement was paid by me to the Dealer in cash prior to the time this Agreement was signed; (5) any trade-in allowance, rebate or incentive payment reflected in this Agreement is bona fide and was applied to the Cash Sale Price of the Equipment; and (6) I have and intend to license, title, and register the Equipment in the proper state or jurisdiction.
16. **Governing Law:** I agree that this Agreement shall become effective only when it is received and accepted by Lender in the State of Illinois. I further agree that this Agreement and my credit financing of the Equipment shall be governed and construed under the laws of the State of Illinois irrespective of the conflict of laws principles of that state.
17. **Miscellaneous:** In this Agreement, the words "I", "me", "my", "we", "us" and "our" individually, collectively and interchangeably mean each person or entity signing this Agreement as a Borrower, Co-Borrower or Guarantor, their successors and assigns, and all other persons that may be or become obligated under this Agreement. "Lender" means DaimlerChrysler Services North America LLC, and its successors, transferees and assigns. All schedules executed in connection with this Agreement are part of this Agreement. This Agreement and any such schedules constitute the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing signed by all parties. All provisions of this Agreement that are prohibited by applicable law shall be ineffective solely to the extent of such prohibition without invalidating the other provisions of this Agreement. Any waiver of Lender's rights and remedies under this Agreement shall be effective only if specifically agreed by Lender in writing.

I (we) acknowledge receipt of a completed copy of the Agreement, and agree to its terms.

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

Borrower : ROY R RALSTON

Co-Borrower: _____

By (signature): Roy Ralston

By (signature): _____

Title: Individual

Title: _____

QUOTE NO. 161621

GUARANTY

I (we) hereby, jointly, severally and unconditionally guarantee payment of all indebtedness under this Agreement, and all extensions, substitutions and refinancings thereof, and agree to the Agreement's terms and conditions. I (we) waive any rights that I (we) may have to require DCS to first exhaust its remedies against the Buyer(s), the Collateral, or any other guarantor, before collecting under this Guaranty.

Guarantor Name: _____

Guarantor Name: _____

Guarantor (signature): _____

Guarantor (signature): _____

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

REQUIRED PROPERTY INSURANCE:

Fire and theft and collision insurance are required until the Agreement is paid in full. I understand that I have the right to choose the agent or broker and the company through whom physical damage insurance required under this Agreement is to be obtained.

☐ Acknowledging the foregoing, I request and authorize Dealer to attempt to obtain those insurance coverages checked below, and for which an annual premium amount is shown, for 0 months from the date hereof and through (name of insurance company):

☐ Collision and one of the following:	_____	Deductible
☐ Comprehensive, or	_____	Deductible
☐ Fire, Theft and CAC	_____	Deductible

Annual Premium:\$0.00

Total Premium:

Extent of Coverage: Minimum of Actual Cash Value. Unless otherwise stated in the policy, proceeds must be payable to Borrower and Lender as their interests may appear.

UNLESS OTHERWISE SPECIFIED HEREIN, THE INSURANCE AFFORDED UNDER THIS AGREEMENT DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS. NO PUBLIC LIABILITY INSURANCE IS ISSUED WITH THIS TRANSACTION.

Disclosures Required Under Illinois Law:

Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

VOLUNTARY CREDIT LIFE AND DISABILITY INSURANCE:

Credit life and disability insurance are not required by Lender. However, such insurance may be purchased through Dealer on a voluntary/elective basis for the following costs:

Credit Life Insurance: ☐ I desire credit life insurance.
Credit Disability Insurance: ☐ I desire credit disability insurance.

Person Proposed for Credit Life/Credit Disability Insurance:

(Signature of Person to be Insured)

Date:

BUSINESS PURPOSE STATEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

COUNTY OF CLEARFIELD
STATE/COMMONWEALTH OF PENNSYLVANIA

Borrower certifies under oath and penalty of perjury that Borrower is ☒ an individual or proprietorship ☐ a corporation ☐ a partnership ☐ a limited partnership ☐ a limited liability company ☐ other _____, organized under the laws of the State/Commonwealth of PENNSYLVANIA.

Borrower further certifies that the proceeds of the Borrower's loan obtained from Lender will be used solely to finance the purchase of the described Equipment, and to finance the additional fees and charges provided under this Agreement, and for no other purpose, and that Borrower intends to use the purchased Equipment primarily for business and commercial purposes, and not for personal, family, household or agricultural purposes.

This sworn statement is provided to Lender pursuant to Section 438.61 of the Michigan Compiled Laws Annotated, and Section 10-7.2 of the Pennsylvania Code, as applicable.

Borrower: ROY R RALSTON

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

By (signature):

Title:

Individual

ACKNOWLEDGEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

Sworn and subscribed to before me this 06TH day of OCTOBER, 2005

Notary Public, CLEARFIELD County, PENNSYLVANIA

My commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Sharon C. Stevenson, Notary Public
Sandy Twp., Clearfield County
My Commission Expires Feb. 12, 2006
Member, Pennsylvania Association of Notaries

This Agreement shall be deemed to be received and accepted by DaimlerChrysler Services North America LLC in Lisle, Illinois on the date of funding.

EXHIBIT “B”

Date: 6/24/2008

Clearfield County Court of Common Pleas

User: BILLSHAW

Time: 10:43 AM

ROA Report

Page 1 of 1

Case: 2007-01134-CD

Current Judge: No Judge

DaimlerChrysler Financialvs.Roy R. Ralston, Murrays Freightliner

Civil Other-COUNT

Date		Judge
7/19/2007	New Case Filed.	No Judge
	Filing: Civil Complaint - Paid by: P Woodman-Weltman Weinberg & Reis Receipt number: 1919852 Dated: 07/19/2007 Amount: \$85.00 (Check) 1CC Atty.	No Judge
2/19/2008	Acceptance of Service, filed. I, Girard Kasubick, as attorney for the Defendant, do hereby accept service of the Complaint on behalf of the Defendant, signed by s/ Girard Kasubick Esq. 1CC Atty Woodman.	No Judge
3/20/2008	Complaint to Join Additional Defendant, Murrays Freightliner, filed by s/ Girard Kasubick, Esquire. 2CC Atty, 1CC Sheriff	No Judge
	Answer And New Matter to Plaintiff's Complaint, filed by s/ Girard Kasubick, Esquire. 2CC Atty. Kasubick	No Judge
4/4/2008	Certificate of Service, filed. Forwarded a copy of the Answer and New Matter to Plaintiff's Complaint and Complaint to Join Additional Defendant, Murrays Freightliner by United States Mail on March 20, 2008 on Patrick Thomas Woodman Esq., filed by s/ Girard Kasubick Esq. 1CC Atty Kasubick.	No Judge
	Reply to New Matter, filed by s/ Patrick Thomas Woodman, Esquire. No CC	No Judge
5/27/2008	Defendant's Answer to Plaintiff's Request For Admissions, filed by s/ Patrick Thomas Woodman, Esquire. 3CC Atty. Kasubick	No Judge
5/30/2008	Complaint to Join Second Additional Defendant, Daimler Trucks North America, LLC. Filed by s/ David J. Hopkins, Esquire. 4CC Atty. Hopkins	No Judge
	Answer to Complaint to Join Additional Defendant, New Matter and Counterclaim, filed by s/ David J. Hopkins, Esquire. 3CC Atty. Hopkins	No Judge

EXHIBIT “C”

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff

vs.

ROY R. RALSTON,
Defendant

vs.

MURRAYS FREIGHTLINER,
Additional Defendant

: No.: 2007-1134-CD
: Type of Case: Civil
: Type of Pleading:
: Complaint to Join
: Additional Defendant,
: Murrays Freightliner
: Filed on behalf of:
: Defendant
: Counsel of Record for
: This Party:
: Girard Kasubick, Esq.
: Supreme Court No. 30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840

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

MAR 20 2008

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

DAIMLERCHRYSLER FINANCIAL,
Plaintiff

ROY R. RALSTON,
Defendant

MURRAYS FREIGHTLINER,
Additional Defendant:

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's Office
Clearfield County Court House
Clearfield, PA 16830
(814) 765-2641

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

DAIMLERCHRYSLER FINANCIAL, :
Plaintiff :
 : No. 2007-1134-CD
vs. :
 :
ROY R. RALSTON, :
Defendant :
 :
vs. :
 :
MURRAYS FREIGHTLINER, :
Additional Defendant :

**COMPLAINT TO JOIN ADDITIONAL
DEFENDANT, MURRAYS FREIGHTLINER**

AND NOW, comes, the original Defendant, Roy R. Ralston, by and through his Attorney, Girard Kasubick, Esq., and files the following Complaint to Join Additional Defendant:

1. The Plaintiff, DaimlerChrysler Financial, with corporate offices at Lisle, Illinois 60532 filed a Complaint in this action against the Defendant, Roy R. Ralston, averring a claim of non-payment under a Loan Agreement. A copy of the Complaint is attached hereto and marked Exhibit "A".

2. The Defendant is Roy R. Ralston who resides at 3121 Crooked Sewer Road, Osceola Mills, Pennsylvania 16666.

✓ 3. The Additional Defendant, Murrays Freightliner, is a business entity having a place of business at Exit 97 I-80, Route 219N, 1844 Rich Highway, DuBois, Pennsylvania 15801.

✓ 4. The Defendant is filing an Answer and New Matter to Plaintiff's Complaint concurrently with this Complaint to Join Additional Defendant, a copy of which is attached hereto and marked Exhibit "B".

✓ 5. On or about October 6, 2005, Defendant purchased a 2005 Freightliner, Model FLD12064SD, VIN No. 1FVHALCK75DU79908 Truck Tractor from the Additional Defendant for \$125,725.00, including taxes and costs, a copy of the purchase order^t is attached hereto and marked Exhibit "C".

6. Defendant took possession of the 2005 Freightliner Truck Tractor on or about October 6, 2005.

7. Additional Defendant stated and informed the Defendant that the aforesaid 2005 Freightliner Truck Tractor has a one year complete or nose to nose warranty.

2 8. By late 2005 and early 2006 the Defendant began to have problems with the 2005 Freightliner Truck Tractor purchased.

9. The problems Defendant had with the 2005 Freightliner Truck Tractor were as follows:

a). The tires were wearing out much quicker than normal wear and tear, and Defendant had obtained two sets of tires by April 2006.

b). The Truck Tractor spring bushings wore out or broke and needed to be replaced by April 2006, and Additional Defendant refused to cover them under warranty.

c). Several times in late spring, summer, and fall 2006 the Emission EGR valve did not work properly and had to be repaired or replaced. Additional Defendant refused to try and make these repairs in a timely fashion.

d). On two occasions in the summer of 2006 the Truck Tractor lost power and Defendant had problems hauling and on the second occasion Additional Defendant would not work on the Truck Tractor in a timely fashion.

10 e). The alternator needed replaced prior to normal wear and tear.

10. The said 2005 Freightliner Truck Tractor was down and in for repairs numerous times between October 2005 and November 2006 which resulted in loss of income to Defendant.

11. On or about November 9, 2006, Defendant gave back possession of the 2005 Freightliner Truck Tractor to Additional Defendant who would not make timely repairs to it when problems again arose with the Emission EGR value.

12. The Additional Defendant took back the 2005 Freightliner Truck Tractor and rejected the contract being Exhibit "C" attached hereto.

13. The 2005 Freightliner Truck Tractor's problems set forth in Paragraph 9 above and incorporated herein by reference thereto resulted in a breach of express warranty.

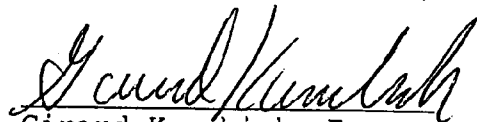
14. The 2005 Freightliner Truck Tractor's problems set forth in Paragraph 9 above and incorporated herein by reference thereto resulted in a breach of implied warranty.

15. The 2005 Freightliner Truck Tractor's problems set forth in Paragraph 9 above and incorporated herein by reference thereto resulted in a breach of warranty of merchantability and fitness of purpose.

16. The Defendant asserts the right of contribution, indemnity and liability against the Additional Defendant solely and/or jointly on the underlying action of the Plaintiff in the amount of \$41,434.13 plus any interest, attorney fees and costs set forth by Plaintiff.

WHEREFORE, Defendant requests your Honorable Court to enter judgment against the Additional Defendant, Murrays Freightliner, and in favor of Defendant on any claims or awards to Plaintiff or other relief your Honorable Court grants to Plaintiff.

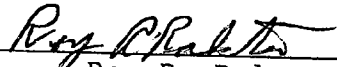
Respectfully submitted,



Girard Kasubick, Esq.
Attorney for Defendant,
Roy R. Ralston

VERIFICATION

I verify that the statements made in the foregoing Complaint to Join Additional Defendant, Murrays Freightliner is true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.



Roy R. Ralston

EXHIBIT “D”

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff

vs.

ROY R. RALSTON,
Defendant

vs.

MURRAYS FREIGHTLINER,
Additional Defendant

vs.

DAIMLER TRUCKS NORTH
AMERICA, LLC,
Additional Defendant

No. 2007-1134 C.D.

Type of Pleading: Complaint to Join
Second Additional Defendant,
Daimler Trucks North America, LLC

Filed on behalf of: Murrays Freightliner,
Additional Defendant

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

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

MAY 30 2008

Attest.

William A. Jones
Prothonotary/
Clerk of Courts

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff

vs.

ROY R. RALSTON,
Defendant

vs.

MURRAYS FREIGHTLINER,
Additional Defendant

vs.

DAIMLER TRUCKS NORTH
AMERICA, LLC,
Additional Defendant

No. 2007-1134 C.D.

NOTICE

TO: DAIMLER TRUCKS NORTH AMERICA, LLC

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Office of the Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, Pennsylvania 16830
(814) 765-2641

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff

vs.

No. 2007-1134 C.D.

ROY R. RALSTON,
Defendant

vs.

MURRAYS FREIGHTLINER,
Additional Defendant

vs.

DAIMLER TRUCKS NORTH
AMERICA, LLC,
Additional Defendant

**COMPLAINT TO JOIN ADDITIONAL DEFENDANT, DAIMLER
TRUCKS NORTH AMERICA, LLC**

AND NOW, comes the first Additional Defendant, Murrays Freightliner, by and through its attorneys, Hopkins Heltzel LLP, and files the following Complaint to Join second Additional Defendant, Daimler Trucks North America, LLC.

1. The Plaintiff, DaimlerChrysler Financial, with corporate offices at Lisle, Illinois 60532 filed a Complaint in this action against the Defendant, Roy R. Ralston, averring a claim of non-payment under a loan agreement. A copy of the Complaint is attached hereto as Exhibit "A".

2. The Defendant is Roy R. Ralston who resides at 3121 Crooked Sewer Road, Osceola Mills, Pennsylvania 16666.

3. The first Additional Defendant, Murrays Freightliner, is a business entity having a place of business at Exit 97, I-80, Route 219N, 1844 Rich Highway, DuBois, Pennsylvania 15801

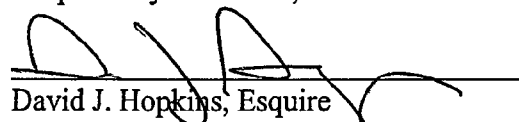
4. The second Additional Defendant, Daimler Trucks North America, LLC previously Freightliner LLC, is a business entity with its corporate offices at 4747 Channel Avenue, Portland, Oregon 97217.

5. Original Defendant, Roy R. Ralston, filed a Complaint to Join Additional Defendant, Murrays Freightliner, alleging breach of express warranty, breach of implied warranty and breach of warranty of merchantability and fitness of purpose. A copy of which is attached hereto as Exhibit "B".

6. Additional Defendant Murrays Freightliner denies all allegations set forth in Ralston's Complaint. However, in the event the claims of Ralston are upheld, Murrays Freightliner seeks contribution, indemnity and liability against second Additional Defendant, Daimler Trucks North America, LLC.

WHEREFORE, Murrays Freightliner respectfully requests this Honorable Court that in the event judgment is entered against Murrays Freightliner that judgment be entered against Daimler Trucks North America LLC and for such other and further relief as the Honorable Court deems fair, just and equitable.

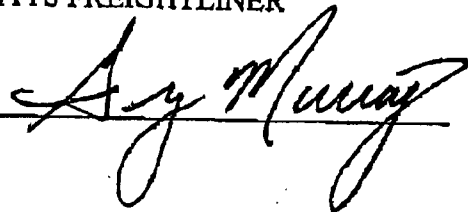
Respectfully submitted,


David J. Hopkins, Esquire
Attorney for Additional Defendant

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

MURRAYS FREIGHTLINER

BY: 

BENNETT, BRICKLIN & SALTZBURG, LLP
BY: W. Bourne Ruthrauff, Esquire
I.D. No.: 03216
Dana V. Szilier, Esquire
I.D. No.: 90898
1601 Market Street, 16th Floor
Philadelphia, PA 19103
(215) 567-2883

Attorneys for Second Additional
Defendant, Daimler Trucks
North America, LLC

FILED *[Signature]*

JUN 30 2008
w/11:30/
William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL DIVISION

1 MEM TO ATT

DAIMLER CHRYSLER FINANCIAL	:	CLEARFIELD COUNTY
vs.	:	COURT OF COMMON PLEAS
ROY R. RALSTON,	:	
vs.	:	2007-1134 C.D.
MURRAYS FREIGHTLINER	:	
vs.	:	
DAIMLER TRUCKS NORTH AMERICA	:	JURY TRIAL DEMANDED
LLC	:	JURY OF 12

ENTRY OF APPEARANCE
and
DEMAND FOR JURY TRIAL

TO THE PROTHONOTARY:

Kindly enter my appearance as counsel for Second Additional Defendant, Daimler Trucks
North America, LLC, on whose behalf a jury trial is hereby demanded.

W. Bourne Ruthrauff

W. Bourne Ruthrauff, Esquire
Dana V. Szilier, Esquire

Dated: 6/24/08

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

DAIMLERCHRYSLER FINANCIAL,	:	No.: 2007-1134-CD
Plaintiff	:	Type of Case: Civil
	:	Type of Pleading:
vs.	:	Certificate of Service
	:	Filed on behalf of:
ROY R. RALSTON,	:	Defendant
Defendant	:	Counsel of Record for
	:	This Party:
vs.	:	Girard Kasubick, Esq.
	:	Supreme Court No. 30109
MURRAYS FREIGHTLINER,	:	LEHMAN & KASUBICK
Additional Defendant:	:	611 Brisbin Street
	:	Houtzdale, PA 16651
vs.	:	(814) 378-7840
	:	
DAIMLER TRUCKS NORTH	:	
AMERICA, LLC,	:	
Additional Defendant:	:	

FILED ^{ICC}
07/3/2008
JUN 30 2008
William A. Shaw
Prothonotary/Clerk of Courts
Any Kasubick
LCM

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff

:
:
: No. 2007-1134-CD

vs.

ROY R. RALSTON,
Defendant

:
:
:

vs.

MURRAYS FREIGHTLINER,
Additional Defendant:

:
:
:

vs.

DAIMLER TRUCKS NORTH
AMERICA, LLC,
Additional Defendant:

:
:
:

CERTIFICATE OF SERVICE

I, Girard Kasubick, Esq., certify that I forwarded a copy of the Defendant, Roy R. Ralston's Reply to New Matter and Counterclaim of Additional Defendant, Murrays Freightliner, to counsel of record and parties listed below by United States mail, postage prepaid on June 26th 2008, at the following address:

Patrick Thomas Woodman, Esq.
WELTMAN, WEINBERG & REIS, CO.
436 Seventh Avenue
Pittsburgh, PA 15219

David J. Hopkins, Esq.
Lea Ann Heltzel, Esq.
HOPKINS HELTZEL LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

Daimler Trucks North America, LLC
4747 Channel Avenue
Portland, Oregon 97217


Girard Kasubick, Esq.,
Attorney for Defendant,
Roy R. Ralston

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

DAIMLERCHRYSLER FINANCIAL, :
Plaintiff :
: No. 2007-1134-CD
vs. :
: :
ROY R. RALSTON, :
Defendant :
: :
vs. :
: :
MURRAYS FREIGHTLINER, :
Additional Defendant :
: :
vs. :
: :
DAIMLER TRUCKS NORTH :
AMERICA, LLC, :
Additional Defendant :

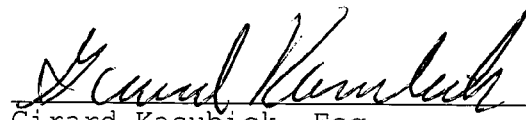
CERTIFICATE OF SERVICE

I, Girard Kasubick, Esq., certify that I forwarded a copy of the Defendant, Roy R. Ralston's Reply to New Matter and Counterclaim of Additional Defendant, Murrays Freightliner, to counsel of record and parties listed below by United States mail, postage prepaid on June 26th 2008, at the following address:

Patrick Thomas Woodman, Esq.
WELTMAN, WEINBERG & REIS, CO.
436 Seventh Avenue
Pittsburgh, PA 15219

David J. Hopkins, Esq.
Lea Ann Heltzel, Esq.
HOPKINS HELTZEL LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

Daimler Trucks North America, LLC
4747 Channel Avenue
Portland, Oregon 97217


Girard Kasubick, Esq.,
Attorney for Defendant,
Roy R. Ralston

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103916
NO: 07-1134-CD
SERVICE # 1 OF 1
COMPLAINT TO JOIN ADDITIONAL DEFENDANT

PLAINTIFF: DAIMLERCHRYSLER FINANCIAL
vs.
DEFENDANT: ROY R. RALSTON
-VS- MURRAYS FREIGHTLINER, Addl. Deft.

FILED
013.0084
JUL 09 2008
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURN

NOW, April 02, 2008 AT 2:50 PM SERVED THE WITHIN COMPLAINT TO JOIN ADDITIONAL DEFENDANT ON MURRAYS FREIGHTLINER DEFENDANT AT 1844 RICH HIGHWAY, EXIT 97 I-80, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO NO NAME GIVEN, OFFICER OF COMPANY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT TO JOIN ADDITIONAL DEFENDANT AND MADE KNOWN THE CONTENTS THEREOF.

2nd IN COMMAND, FEMALE OFFICER OF COMPANY REFUSED TO ACCEPT SERVICE OR GIVE NAME. COMPLAINT WAS PLACED ON THE COUNTER WITH RECEPTIONIST AND 2nd IN COMMAND OFFICER.

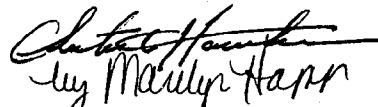
SERVED BY: NEVLING /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	KASUBICK	13302	10.00
SHERIFF HAWKINS	KASUBICK	13302	37.60

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

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

DAIMLER CHRYSLER FINANCIAL,
Plaintiff

vs.

ROY R. RALSTON,

Defendant

vs.

MURRAYS FREIGHTLINER,

Additional Defendant

vs.

DAIMLER TRUCKS NORTH AMERICA, LLC,

Second Additional Defendant

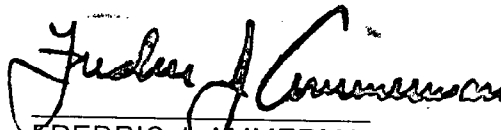
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NO. 07-1134-CD

ORDER

NOW, this 28th day of July, 2008, upon consideration of the Second Additional Defendant, Daimler Trucks North America LLC's Preliminary Objections to Joinder Complaint of Additional Defendant; it is the ORDER of this Court that argument on the Preliminary Objections is scheduled for the 25th day of August, 2008 at 11:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, PA 16830.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED 300
01/10:2008/ Atty
JUL 29 2008 Ruthruff
William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUL 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/29/08

☒ 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)

DAIMLER CHRYSLER FINANCIAL,
Plaintiff

vs.

ROY R. RALSTON,
Defendant

vs.

MURRAYS FREIGHTLINER,
Additional Defendant

vs.

DAIMLER TRUCKS NORTH AMERICA
Second Additional
Defendant

No. 2007-1134 C.D.

Type of Pleading: Answer to Preliminary
Objections to Joinder Complaint of Additional
Defendant

Filed on behalf of: Murrays Freightliner,
Additional Defendant

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED 100
09:28:01 Amy Hopkins
AUG 01 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

DAIMLER CHRYSLER FINANCIAL,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-1134 C.D.
	:	
ROY R. RALSTON,	:	
Defendant	:	
	:	
vs.	:	
	:	
MURRAYS FREIGHTLINER,	:	
Additional Defendant	:	
	:	
vs.	:	
	:	
DAIMLER TRUCKS NORTH AMERICA,	:	
Second Additional	:	
Defendant	:	

**ANSWER TO SECOND ADDITIONAL DEFENDANT'S PRELIMINARY
OBJECTIONS**

AND NOW, comes the Additional Defendant, Murrays Freightliner, by and through its attorneys, Hopkins Heltzel LLP, and files the within Answer to Second Additional Defendant, Daimler Trucks North America's, as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.

7. Denied. By way of further response, the allegations of Defendant Roy Ralston against Additional Defendant Murrays Freightliner ("Murrays") are relevant to Plaintiff Daimler Chrysler Financial's claim against Ralston insofar as Ralston asserts "the right of contribution, indemnity and liability against the Additional Defendant [Murrays] solely and/or jointly on the underlying action of the Plaintiff" See Defendant Ralston's Complaint to Join Additional Defendant Murray Freightliner (DRC), at ¶ 16.

8. Denied. By way of further response, Murrays has a reasonable justification for its delay in filing and serving its Joinder Complaint upon Daimler Trucks North America LLC ("Daimler Truck"). Pa. R. Civ. P. 2253(b). Upon receipt of Ralston's Joinder Complaint, Murrays forwarded the Complaint to its insurance company, as Murrays was accustomed to doing in all other similar circumstances. After reviewing the Complaint for more than 20 days, the insurance company informed Murrays that it was not able to provide legal representation for the matter. Shortly thereafter, Murrays contacted Hopkins Heltzel LLP to represent it in the matter, at which time the Joinder Complaint was filed and served upon Daimler Trucks. Further, because the facts underlying the case have not changed from the time the original complaint was filed, no party has been or will be prejudiced by the joinder of Daimler Trucks to the case. See Pa. R. Civ. P. 2253(b).

9. Admitted. By way of further response, to state that Murrays "waited" until May 30, 2008 to file its Joinder Complaint is misleading. Rather, Murrays relied upon its insurance company to provide it with legal representation, as it did in similar circumstances in the past. Had Murrays known that its insurance company was not able

to assist it with this case before 20 days had passed, Murrays would have retained its own counsel at an earlier time. As such, Murrays did not “wait” to file its Joinder Complaint; it merely relied upon its insurance company to file such a complaint in a timely manner, which the insurance company failed to do.

11. Denied. By way of further response, pursuant to Pennsylvania Rule of Civil Procedure 2253(b),¹ because Murrays has a reasonable justification for its delay in filing its Joinder Complaint and because the joinder of Daimler Trucks to this action will not prejudice any party, the joinder of Daimler Trucks is justified and permitted.

12. Denied. By way of further response, Murrays has proffered a reasonable justification for its delay in filing its Joinder Complaint and the joinder of Daimler Trucks will not prejudice any party. See Pa. R. Civ. P. 2253(b). Murrays, therefore, has accounted for its delay in filing its Joinder Complaint.

13. Denied. By way of further response, under Pennsylvania Rule of Civil Procedure 2253(b), Murrays was justified and permitted to file its Joinder Complaint after the period set forth in Rule 2253(a)(2).

14. Denied. By way of further response, because the facts and allegations of the case have remained unchanged since it was instituted on February 19, 2008, Daimler Trucks will not be prejudiced by its joinder to this case,.

15. Denied. By way of further response, shortly after the subject truck was repossessed, Murrays turned the truck over to Daimler Chrysler Financial.

16. Denied. Murrays does have a legally sufficient reason for not filing and serving its Joinder Complaint upon Daimler Trucks within 20 days of being served with

Ralston's Joinder Complaint—during the 20 day period after which Murrays was served with Ralston's Joinder Complaint, Murrays relied upon its insurance company to handle the matter (as it did in all similar circumstances in the past). After its insurance company reviewed the Joinder Complaint for a period of time longer than 20 days, the insurance company notified Murrays that it was not pursuing the case. Shortly thereafter, Murrays retained its own counsel and filed its Joinder Complaint.

17. No answer is required of this paragraph. Ralston's Joinder Complaint speaks for itself.

18. No answer is required of this paragraph. Ralston's Joinder Complaint speaks for itself.

19. Admitted.

20. Neither admitted nor denied. Paragraph 20 calls for a legal conclusion or is otherwise a statement that requires no answer.

21. Denied. Ralston made complaints against the truck which Murrays denied. However, if it is determined the allegations of Ralston are accurate, Daimler Trucks rather than Murrays is the culpable party.

22. Denied. Murrays' Joinder Complaint clearly sets forth that Daimler Trucks is liable for the allegations by Ralston.

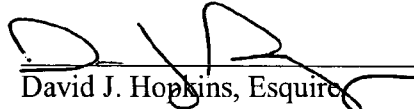
23. Denied. Daimler Trucks has not been prejudice. Daimler Trucks can undertake such discovery as it deems appropriate and can file a summary judgment or such other action as it may deem appropriate at a later date.

¹ Daimler Trucks North America cites Rule 2253(a)(1)-(2) without further considering and reading in relation to subsection (b) of the Rule.

24. Denied. By way of further response, because Ralston joined Murrays to this action asserting that Murrays was "solely and/or jointly" liable to the Plaintiff on the basis that Murrays breached a warranty of merchantability, Daimler Trucks, the party who provided the warranty and is responsible for any breach of the warranty, is an essential party to this action. See DRC, at ¶ 16.

WHEREFORE, Additional Defendant, Murrays Freightliner, requests your Honorable Court to dismiss Second Additional Defendant, Daimler Trucks North America LLC's, Preliminary Objections to Murrays Freightliner's Joinder Complaint of Additional Defendant.

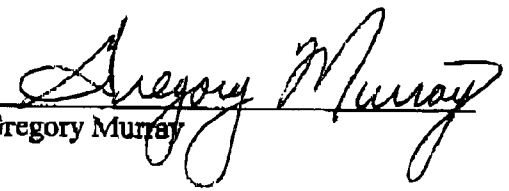
Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Additional Defendant

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

MURRAYS FREIGHTLINERBY: 

Gregory Murray

DAIMLER CHRYSLER FINANCIAL,
Plaintiff

vs.

ROY R. RALSTON,
Defendant

vs.

MURRAYS FREIGHTLINER,
Additional Defendant

vs.

DAIMLER TRUCKS NORTH AMERICA
Second Additional
Defendant

I hereby certify that a true and correct copy of the within Answer to Second Additional Defendant's Preliminary Objections to Complaint to Join Additional Defendant, filed on behalf of Additional Defendant, Murrays Freightliner, was served on the 31st day of July, 2008, on all counsel of record by first-class mail, postage prepaid addressed as follows:

Patrick Thomas Woodman, Esquire
Weltman, Weinberg & Reis, Co.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Girard Kasubick, Esquire
Lehman & Kasubick
611 Brisbin Street
Houtzdale, PA 16651

W. Bouren Ruthrauff, Esquire
Dana V. Szilier, Esquire
Bennett, Bricklin & Saltzburg, LLP
1601 Market Street, 16th Floor
Philadelphia, PA 19103

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
Attorney for Additional Defendant

CA

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

DAIMLERCHRYSLER FINANCIAL,

Plaintiff,

vs.

ROY R. RALSTON,

Defendant,

vs.

MURRAYS FREIGHTLINER,

Additional Defendant,

DAIMLER TRUCKS NORTH
AMERICA, LLC.

Additional Defendant.

Case No.: 07-1134-CD

**PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT AGAINST
DEFENDANT ROY R. RALSTON**

FILED ON BEHALF OF:
Plaintiff

**COUNSEL OF RECORD OF
THIS PARTY:**

Patrick Thomas Woodman
PA I.D. #34507
WELTMAN, WEINBERG & REIS CO.,
L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED

11:58 a.m. GK

AUG 26 2008

No CC

William A. Shaw
Prothonotary/Clerk of Courts

(GK)

WWR No. 05850451

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff,

Case No.: 07-1134-CD

vs.

**PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT AGAINST
DEFENDANT ROY R. RALSTON**

ROY R. RALSTON,
Defendant,

vs.

MURRAYS FREIGHTLINER,
Additional Defendant,

vs.

DAIMLER TRUCKS NORTH
AMERICA, LLC,
Additional Defendant.

**PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AGAINST DEFENDANT ROY
R. RALSTON**

AND NOW COMES, Plaintiff, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and hereby files this Motion for Summary Judgment against the Defendant Roy R. Ralston. In support thereof, Plaintiff avers as follows:

1. This actions stems from a debt owed by Defendant to Plaintiff by way of Defendant's failure to make required payments on a Direct Purchase Money Loan and Security Agreement (hereinafter the "Agreement") financing his purchase of a 2005 Freightliner Truck bearing VIN NO. 1FVHALCK75DU79908 (hereinafter "vehicle").

2. On July 19, 2007, Plaintiff filed a Complaint against Defendant seeking judgment in the amount of \$41,434.13 with continuing interest thereon at the rate of 6.00% per annum,

plus attorneys' fees of \$1,500.00 and costs. A true and correct copy of the Complaint is attached hereto as Exhibit "A" and made a part hereof.

3. Attached to the Complaint was Verification from an authorized representative of Plaintiff verifying the accuracy of the amount sought. See Exhibit "A".

4. On March 20, 2008, Defendant filed an Answer with New Matter and admitted or failed to specifically deny all of the material averments of Plaintiff's Complaint, other than denying the stated debt amount and alleging defects in the vehicle. A true and correct copy of the Answer is attached hereto as Exhibit "B" and made a part hereof.

5. Under Pennsylvania Rule of Civil Procedure 1029(b), the averments of the pleading to which a response is required are deemed admitted when not denied specifically.

6. On or about April 3, 2008, Plaintiff responded to Defendant's New Matter.

7. On or about April 30, 2008, Plaintiff served upon Defendant a set of Requests for Admissions. A true and correct copy of the same is attached hereto as Exhibit "C" and made a part hereof.

8. On or about May 28, 2008, Defendant Responded to Plaintiff's Request for Admissions. A true and correct copy of the same is attached hereto as Exhibit "D" and made a part hereof.

9. Defendant's Response to Plaintiff's discovery request again admits all of Plaintiff's material averments, disputing only that the vehicle was not repossessed and demanding proof as to Plaintiff's accounting of the Defendant's debt. See Exhibit "C".

10. Defendant is in default of the Agreement for failure to make required payment, and has admitted as much, regardless of whether the vehicle was repossessed or voluntarily returned by Plaintiff.

11. Though he has had over 11 months to do so, Defendant has not provided any evidence substantiating a different debt balance than that which Plaintiff avers in the Complaint.

12. The Defendant has therefore admitted the material facts in the Complaint. There are no meritorious defenses against this action and Plaintiff is entitled to summary judgment as a matter of law against Defendant Roy R. Ralston.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court grant summary judgment in favor of the Plaintiff and against the Defendant Roy R. Ralston in the amount of \$41,434.13, with continuing interest at 6% per annum from February 22, 2007, plus attorneys' fees of \$1,500.00 and costs.

Respectfully Submitted:

By: Patrick Thomas Woodman
Patrick Thomas Woodman
PA I.D. #34507
Weltman, Weinberg & Reis CO., LPA
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

DAIMLERCHRYSLER FINANCIAL

Plaintiff

vs.

ROY R RALSTON

Defendant

No. 07-1134-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

PATRICK THOMAS WOODMAN, ESQUIRE
PA I.D. # 34507
WELTMAN, WEINBERG & REIS, CO.
L.P.A.
436 SEVENTH AVENUE, SUITE 2718
PITTSBURGH, PA 15219
(412) 434-7955
Fax: 412-338-7130

WWR#05850451

EXHIBIT
A

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

DAIMLERCHRYSLER FINANCIAL

Plaintiff

vs.

Civil Action No.

ROY R RALSTON

Defendant

COMPLAINT IN CIVIL ACTION 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. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation having offices in Lisle, IL 60532-0354.
2. Defendant is an adult individual residing at 3121 Crooked Sewer Road,
Osceola, PA 16666.
3. On or about 10/25/06, Defendant duly executed a DIRECT PURCHASE MONEY LOAN AND SECURITY AGREEMENT (hereinafter the "Agreement") in favor of DaimlerChrysler Financial, a true and correct copy of said Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Contract, Defendant took possession of the vehicle more particularly identified in the Contract as a Freightliner.
5. Plaintiff avers that Defendant is in default of the Agreement by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.
6. Plaintiff avers that a balance of \$41,434.13 is due from Defendant as of February 22, 2007.
7. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 6% per annum.

8. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees.

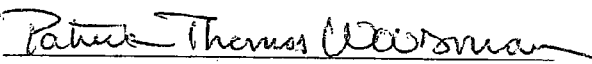
9. Plaintiff avers that such attorneys' fees amount to \$1500.00.

10. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, attorneys' fees, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant, ROY R RALSTON , individually, in the amount of \$41,434.13 with continuing interest thereon at the Contract rate of 6.% per annum from FEBRUARY 22, 2007, plus attorneys' fees of \$1500.00 and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

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


PATRICK THOMAS WOODMAN, ESQUIRE

PA I.D. # 34507

WELTMAN, WEINBERG & REIS, CO.

L.P.A.

436 SEVENTH AVENUE, SUITE 2718

PITTSBURGH, PA 15219

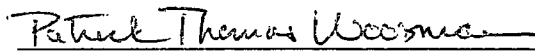
(412)434-7955

Fax: 412-338-7130

WWR#:05850451

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.



Patrick Thomas Woodman, Esquire

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

DATE: 10/06/2005
QUOTE NO. 161621

100-6136491-000 139173-0001

BORROWER: ROY R RALSTON
(Print Full Name)
3121 CROOKED SEWER ROAD OSCEOLA CLEARFIELD PA 16666
(Street No.) (City) (County) (State) (Zip)

CO-BORROWER:
(Print Full Name)
(Street No.) (City) (County) (State) (Zip)

DEALER: Murray's Ford, Inc.
(Print Full Name)
1844 Rich Highway DuBois PA 15801
(Street No.) (City) (County) (State) (Zip)

LENDER: DaimlerChrysler Services North America LLC, 1011 Warrenville Road, Lisle, Illinois 60532.

I (meaning individually, collectively, and interchangeably, all Borrowers named above, jointly and severally) have entered into a direct loan with Lender to finance the purchase of the following described Equipment. I acknowledge to have accepted delivery of the Equipment in good order without reservation of rights and without implied warranty as to condition, merchantability, and suitability for any purpose. I further acknowledge and certify that I have entered into this loan with Lender, and I intend to use the purchased Equipment, primarily for business or commercial purposes, and not for personal, family, household or agricultural purposes.

DESCRIPTION OF EQUIPMENT:

New/Used	Make	Model	Serial Number	Body Type	Model Year	Cash Sale Price
N	FREIGHTLINER	FLD12064SD	IFVHALCK75DU79908	TRUCK	2005	\$112,614.00
N	J & J	19'6	TA18815	DUMP	2005	\$0.00

TRADE-IN & DOWNPAYMENT

Make	Model	Serial Number	Body Type	Model Year	Allowance
List Payoff to:			Payoff Amount		\$0.00
			Net Trade-in Allowance		\$0.00
			Cash Downpayment		\$78.50
			TOTAL DOWNPAYMENT		\$78.50

TOTAL OF PAYMENTS CALCULATION

1.	Total Cash Sale Price	\$112,614.00
2.	Less Total Downpayment	\$78.50
3.	Unpaid Balance of Cash Price (1-2)	\$112,535.50
ITEMIZED CHARGES		
A.	Physical Damage Insurance	\$0.00
B.	Credit Life/Disability Insurance	\$0.00
C.	Non-Trucking Liability Insurance	\$0.00
D.	Guaranteed Auto Protection Insurance	\$0.00
E.	Insurance Tax (if applicable)	
F.	Registration/License/Title Fees	\$28.50
G.	Federal Excise Tax	\$13,111.00
H.	Sales Tax	\$0.00
I.	Documentation Fee	\$30.00
J.	Origination Fee	
K.	Other (LIEN FEE)	\$5.00
L.	Other (NEW TIRE FEE)	\$10.00
M.	Other (FUEL TAX FEE)	\$5.00
N.	Business Service Fee ():	\$0.00
4.	Total Itemized Charges (Sum of A through N)	\$13,189.50
5.	Amount Financed (3+4)	\$125,725.00
6.	Finance Charge	\$24,990.80
7.	Total of Payments (5+6)	\$150,715.80

EXHIBIT



Terms and Conditions

QUOTE NO. 161621

1. **Promise to Pay:** I promise to pay to the order of Lender the Total of Payments indicated above, which includes principal (Amount Financed) and precomputed interest (Finance Charge).
2. **Payment Schedule:** My loan is payable in 60 installment payments of \$2,511.93 each, commencing on 11/21/2005 and the 21st day of each successive month thereafter, except as follows: N/A.
3. **Late Payment:** If I fail to make any payment within ten (10) days of the due date, I agree to pay Lender a late payment fee in an amount equal to 5% of the delinquent payment, or such lesser amount as may be limited by law.
4. **Returned Check Charges:** If I make any payment by check, and my check is returned unpaid for any reason, I agree to pay Lender a returned check charge in the amount of \$35.00, or such lesser amount as may be limited by law.
5. **Prepayment:** I may prepay my Indebtedness under this Agreement, less any required rebate of unearned interest, in full at any time. The rebate will be based upon either simple interest or the Rule of 78's, whichever is more favorable to me.
6. **Grant of Security Interest:** In order to secure the prompt and punctual payment and satisfaction of my Indebtedness (as defined herein), I am granting Lender a security interest in the Equipment, and in all accessions, replacements and additions to the Equipment, and in all leases of the Equipment, and in all lease payments, rentals, and rights thereto, and in all proceeds derived from the Equipment, including insurance proceeds and refunds of insurance premiums. I also agree that collateral securing other loans, credit sales and leases that I may have with Lender, whether now or in the future, additionally will secure my Indebtedness under this Agreement. The Equipment, all leases of the Equipment, all lease payments, rentals, and rights thereto, proceeds, and my additional collateral securing other loans, credit sales, and leases with Lender, are individually, collectively and interchangeably referred to under this Agreement as my "Collateral." For purposes of this Agreement, the term "Indebtedness" means: (1) my indebtedness under my loan and under this Agreement for payment of principal, interest, late charges and returned check fees; (2) my indebtedness under any other loans or obligations that I may now and in the future owe to Lender; (3) all additional funds that Lender may advance on my behalf as provided in this Agreement; and (4) Lender's costs and expenses incurred in enforcing Lender's rights under this Agreement, and in protecting and preserving the Collateral, including reimbursement of Lender's reasonable attorney's fees, court costs, and collection expenses. I authorize Lender to perfect its security interest in the Collateral by filing a copy of this Agreement, or a UCC financing statement, and/or title documentation with the proper filing or title office. I agree to reimburse Lender for all filing costs and perfection expenses, as well as for all costs of amending, continuing and terminating such filings.
7. **Covenants:** I agree: (1) not to sell, lease, transfer or assign the Collateral without Lender's prior written consent; (2) not to allow any other security interest or lien to be placed on or to attach to the Collateral; (3) not to make any material changes or alterations to the Equipment without Lender's prior written consent (including replacements, additions, accessories or substitutions); (4) not to remove the Equipment from the state in which I reside or have my principal offices, other than in the ordinary course of business, for a period in excess of sixty (60) consecutive days, without first obtaining Lender's prior written consent; (5) not to retitle the Equipment in another state without first notifying Lender; and (6) if I am a business entity, not to change my name or form or state of organization without first notifying Lender at least thirty (30) days in advance of such change. I further agree: (a) that anything that may be attached to the Equipment will become an accession to the Equipment, and will become part of the Collateral; (b) to make all necessary repairs to, and not to abandon the Equipment; (c) to abide by all laws and rules and regulations with respect to the use and operation of the Equipment, and to obtain all necessary permits and licenses in those jurisdictions where required; (d) to pay all taxes and assessments levied against the Equipment and to furnish Lender with proof of such payments; and (e) to permit Lender to inspect the Equipment at reasonable times.
8. **Insurance:** So long as my Indebtedness remains unpaid and unsatisfied, I agree to maintain insurance on the Equipment, at my expense, and with such coverages and deductible limits as may be required by Lender, and with such financially responsible insurance companies as may be acceptable to Lender. Such insurance shall include: (a) collision coverage; and (b) either (1) comprehensive coverage, or (2) fire, theft and combined additional coverages, on the Equipment, with a deductible not to exceed \$1,000, insuring against loss up to the value of the Equipment at the time of loss. I agree to name Lender as a non-contributory lender loss payee beneficiary and as an additional insured under my insurance policy, which will require at least twenty (20) days advance written notice to Lender before such insurance may lapse, or be reduced or canceled or terminated for any reason. I agree to provide Lender with a copy of my insurance policy along with evidence that I have paid the policy premiums and all renewal premiums. I assign to Lender all proceeds from insurance policies covering the Equipment, including, but not limited to, refunds of unearned premiums of any credit life, credit disability, property or other insurance financed by Lender under this Agreement, and direct the insurance companies to pay such amounts directly to Lender. Lender may apply any such insurance proceeds and returned premiums received to the unpaid balance of my then Indebtedness. I instruct my insurance company to make such payments directly to Lender. I also grant Lender an irrevocable power of attorney, coupled with an interest, to endorse any draft or check received as proceeds of insurance, and if I am then in default, to negotiate and settle any claims I may have with respect to the Equipment. Should I fail to purchase and maintain insurance on the Equipment, or should I fail to do whatever else is required of me under this Agreement, then Lender shall have the right (at Lender's sole option, and without any responsibility or liability to do so) to purchase insurance of such type and coverages, and in such amounts as Lender deems acceptable, and to do such other acts as Lender may deem, within its sole discretion, to be necessary and proper. I agree to immediately reimburse Lender for all additional sums that Lender may advance for such purposes, together with interest thereon at the rate of 18% per annum, or such lesser rate as may be limited by law, from the date of each advance until I repay Lender in full. I authorize Lender to release to third parties any information necessary to facilitate insurance and tax monitoring and insurance placement.

9. **Default and Acceleration:** Lender has the right at its sole option to insist on immediate payment in full of all Indebtedness that I may owe to Lender, less any required rebates of unearned interest, upon the occurrence of any one or more of the following events: (1) if I fail to make any payment under this Agreement when due; or (2) if I am in default under any other provision of this Agreement; or (3) if I am in default under any other loan, extension of credit, or obligation that I may then owe to Lender; or (4) if I should become insolvent, or apply for bankruptcy or other relief from creditors; or (5) if any of the Equipment is seized under process of law; or (6) if any guaranty of my obligations under this Agreement is withdrawn or becomes unenforceable for any reason; or (7) if Lender reasonably believes itself to be insecure in the repayment of this Agreement. After default and acceleration, I agree to continue to pay Lender interest on the then unpaid balance of my Indebtedness at the rate of eighteen (18%) percent per annum, or such lesser rate as may be limited by law.
10. **Default Remedies:** Should I default under this Agreement, and Lender elects to accelerate payment of my Indebtedness, Lender may exercise all of the rights and remedies available to secured creditors generally under the Uniform Commercial Code in effect in the state where the Collateral is then located. I agree to turn over and deliver the Collateral to Lender at my expense, at the time and at the location Lender may demand of me. Alternatively, Lender may enter any premises or other place where the Collateral may be located, and take possession of the Collateral, and all other property then located on or in the Collateral, provided that Lender is able to do so without breach of the peace. Lender may then sell the Collateral without warranty at public or private sale, and apply the sale proceeds to the satisfaction of my Indebtedness. Lender has no obligation to clean-up, repair, or prepare the Collateral for sale. Any requirement that Lender notify me of the sale or other disposition of the Collateral will be satisfied if Lender sends me a written communication at least ten (10) days in advance of the date on which a public sale is scheduled, or within ten (10) days in advance of the time after which a private sale or other disposition may take place.
11. **Waivers:** I and all Guarantors each waive presentment, notice, and demand for payment, and agree that our liability under this Agreement shall be joint and several with each other. We further agree that discharge or release of any party, or Collateral, or any extension of time for payment, or any delay in enforcing Lender's rights, will not cause Lender to lose any of its rights. I expressly waive any right to a jury trial in any dispute regarding or arising out of this Agreement, the sale of the Equipment, or my relationship with Lender or Dealer.
12. **Collection Attorney's Fees and Expenses:** If Lender has to sue me, or if Lender refers my loan to an attorney for collection, I agree to pay Lender reasonable attorney's fees. I further agree to reimburse Lender for its court costs and collection expenses incurred in enforcing Lender's rights under this Agreement.
13. **Savings Clause:** It is Lender's intent to fully comply with all laws and regulations limiting imposition and collection of interest and other fees and charges in connection with my loan. Should I be called upon, or should I ever pay interest or other fees and charges to Lender in excess of the amount(s) and rate(s) permitted, I agree that Lender may cure such violation by crediting any excess amount that I have paid against my then outstanding Indebtedness under this Agreement.
14. **No Agency Relationship; No Right to Assert Claims and Defenses:** I fully understand and unconditionally agree that neither Dealer, the Equipment manufacturer and distributor, nor their employees, are Lender's partners, agents, or representatives, and have no right to commit, bind or obligate Lender in any way. My obligations to Lender under this Agreement are absolute and unconditional, and I have no right to assert against Lender any claims or defenses that I may have against the Dealer, the Equipment manufacturer, distributor, or their employees.
15. **Representations and Warranties:** I represent and warrant to Lender that: (1) my correct legal name and state of residence or organization are listed on page 1 of this Agreement, and I am properly authorized, licensed and in good standing to conduct business in each applicable jurisdiction; (2) none of the preprinted provisions of this Agreement have been altered, modified, or stricken by me or by anyone else; (3) I or my authorized representative properly executed this Agreement in my name and my signature on this Agreement, or that of my authorized representative, is genuine; (4) the amount of the cash downpayment reflected in this Agreement was paid by me to the Dealer in cash prior to the time this Agreement was signed; (5) any trade-in allowance, rebate or incentive payment reflected in this Agreement is bona fide and was applied to the Cash Sale Price of the Equipment; and (6) I have and intend to license, title, and register the Equipment in the proper state or jurisdiction.
16. **Governing Law:** I agree that this Agreement shall become effective only when it is received and accepted by Lender in the State of Illinois. I further agree that this Agreement and my credit financing of the Equipment shall be governed and construed under the laws of the State of Illinois irrespective of the conflict of laws principles of that state.
17. **Miscellaneous:** In this Agreement, the words "I", "me", "my", "we", "us" and "our" individually, collectively and interchangeably mean each person or entity signing this Agreement as a Borrower, Co-Borrower or Guarantor, their successors and assigns, and all other persons that may be or become obligated under this Agreement. "Lender" means DaimlerChrysler Services North America LLC, and its successors, transferees and assigns. All schedules executed in connection with this Agreement are part of this Agreement. This Agreement and any such schedules constitute the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing signed by all parties. All provisions of this Agreement that are prohibited by applicable law shall be ineffective solely to the extent of such prohibition without invalidating the other provisions of this Agreement. Any waiver of Lender's rights and remedies under this Agreement shall be effective only if specifically agreed by Lender in writing.

I (we) acknowledge receipt of a completed copy of the Agreement, and agree to its terms.

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

Borrower : ROY R RALSTON

Co-Borrower: _____

By (signature): Roy Ralston

By (signature) : _____

Title: Individual

Title: _____

QUOTE NO. 161621

GUARANTY

I (we) hereby, jointly, severally and unconditionally guarantee payment of all Indebtedness under this Agreement, and all extensions, substitutions and refinancings thereof, and agree to the Agreement's terms and conditions. I (we) waive any rights that I (we) may have to require DCS to first exhaust its remedies against the Buyer(s), the Collateral, or any other guarantor, before collecting under this Guaranty.

Guarantor Name: _____

Guarantor Name: _____

Guarantor (signature): _____

Guarantor (signature): _____

REQUIRED PROPERTY INSURANCE:

Fire and theft and collision insurance are required until the Agreement is paid in full. I understand that I have the right to choose the agent or broker and the company through whom physical damage insurance required under this Agreement is to be obtained.

☐ Acknowledging the foregoing, I request and authorize Dealer to attempt to obtain those insurance coverages checked below, and for which an annual premium amount is shown, for 0 months from the date hereof and through (name of insurance company):

☐ Collision and one of the following:	_____	Deductible
☐ Comprehensive, or	_____	Deductible
☐ Fire, Theft and CAC	_____	Deductible

Annual Premium: \$0.00

Total Premium:

Extent of Coverage: Minimum of Actual Cash Value. Unless otherwise stated in the policy, proceeds must be payable to Borrower and Lender as their interests may appear.

UNLESS OTHERWISE SPECIFIED HEREIN, THE INSURANCE AFFORDED UNDER THIS AGREEMENT DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS. NO PUBLIC LIABILITY INSURANCE IS ISSUED WITH THIS TRANSACTION.

Disclosures Required Under Illinois Law:

Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

VOLUNTARY CREDIT LIFE AND DISABILITY INSURANCE:

Credit life and disability insurance are not required by Lender. However, such insurance may be purchased through Dealer on a voluntary/elective basis for the following costs:

Credit Life Insurance: ☐ I desire credit life insurance.
Credit Disability Insurance: ☐ I desire credit disability insurance.
Person Proposed for Credit Life/Credit Disability Insurance:

(Signature of Person to be Insured)

Date:

BUSINESS PURPOSE STATEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

COUNTY OF CLEARFIELD

STATE/Commonwealth of PENNSYLVANIA

Borrower certifies under oath and penalty of perjury that Borrower is ☒ an individual or proprietorship ☐ a corporation ☐ a partnership ☐ a limited partnership ☐ a limited liability company ☐ other _____, organized under the laws of the State/Commonwealth of PENNSYLVANIA.

Borrower further certifies that the proceeds of the Borrower's loan obtained from Lender will be used solely to finance the purchase of the described Equipment, and to finance the additional fees and charges provided under this Agreement, and for no other purpose, and that Borrower intends to use the purchased Equipment primarily for business and commercial purposes, and not for personal, family, household or agricultural purposes.

This sworn statement is provided to Lender pursuant to Section 438.61 of the Michigan Compiled Laws Annotated, and Section 10-7.2 of the Pennsylvania Code, as applicable.

Borrower: **ROY R RALSTON**

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

By (signature):

Ray C. Raba

Title:

Individual

ACKNOWLEDGEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

Sworn and subscribed to before me this 06TH day of OCTOBER, 2005

Sharon C. Stevenson

Notary Public, CLEARFIELD County, PENNSYLVANIA

My commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Sharon C. Stevenson, Notary Public
Sandy Twp., Clearfield County
My Commission Expires Feb. 12, 2006
Member, Pennsylvania Association of Notaries

This Agreement shall be deemed to be received and accepted by DaimlerChrysler Services North America LLC in Lisle, Illinois on the date of funding.

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff

vs.

ROY R. RALSTON,
Defendant

: No.: 2007-1134-CD
: Type of Case: Civil
: Type of Pleading:
: Answer and New Matter
: to Plaintiff's Complaint
: Filed on behalf of:
: Defendant
: Counsel of Record for
: This Party:
: Girard Kasubick, Esq.
: Supreme Court No. 30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840

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

MAR 20 2008

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

EXHIBIT

B

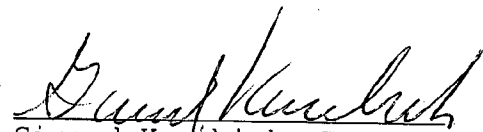
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

DAIMLERCHRYSLER FINANCIAL, :
Plaintiff :
vs. : No.: 2007-1134-CD
ROY R. RALSTON, :
Defendant :

NOTICE TO PLEAD

To: DaimlerChrysler Financial

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


Girard Kasubick, Esq.
Attorney for Defendant
611 Brisbin Street
Houtzdale, PA 16651
(814) 378-7840

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

DAIMLERCHRYSLER FINANCIAL, :
Plaintiff :
vs. : No.: 2007-1134-CD
ROY R. RALSTON, :
Defendant :

ANSWER AND NEW MATTER TO PLAINTIFF'S COMPLAINT

AND NOW, comes, Roy R. Ralston, Defendant, by and through his Attorney, Girard Kasubick, Esq., and files the following Answer and New Matter to Plaintiff's Complaint:

1. Admitted.
2. Admitted; however, the town is Osceola Mills, Pennsylvania.
3. Admitted in part and denied in part. It is admitted that the Defendant executed the Direct Purchase Money Loan and Security Agreement with the Plaintiff for the purchase of a 2005 Freightliner. It is denied that the Agreement was on or about October 25, 2006 and it is dated October 6, 2005.
4. Admitted.

5. Admitted in part and denied in part. It is admitted all payments have not been made. It is denied the entire balance is due from Defendant for the reasons set forth in New Matter and the Complaint to Join Additional Defendant which are incorporated herein as though set forth fully herein.

6. Denied. Defendant after reasonable investigation is without knowledge or information to form a belief as to this averment and proof thereof is demanded.

7. Denied. The Agreement attached as Exhibit "1" to Plaintiff's Complaint contains no interest rate, but only a set finance charge amount.

8. Admitted in part and denied in part. It is admitted the Agreement states payment of attorney fees, but it is denied Defendant is obligated to pay said fees for the reasons set forth in the New Matter and Complaint to Join Additional Defendant which are incorporated herein as though set forth fully herein.

9. Denied. Defendant after reasonable investigation is without knowledge or information to form a belief as to this averment and proof thereof is demanded.

10. Admitted. Defendant incorporates the New Matter and Complaint to Join Additional Defendant herein

as though fully set forth herein as further answer hereto.

WHEREFORE, Defendant requests your Honorable Court to enter judgment in favor of Defendant and against the Plaintiff.

NEW MATTER

11. On or about October 6, 2005, Defendant purchased a 2005 Freightliner, Model FLD12064SD, VIN No. 1FVHALCK75DU79908 Truck Tractor from Murrays Freightliner of 1844 Rich Highway, DuBois, Pennsylvania 15801.

12. The financing for the purchase noted in Paragraph 11 above was under the Agreement attached as Exhibit "1" to Plaintiff's Complaint.

13. After Defendant took possession of the Truck Tractor and while under warranty Defendant encountered numerous problems with the Truck Tractor as follows:

a). Tires wore out much quicker than normal tire wear and tear.

b). Truck Tractor spring bushings wore out and needed to be replaced prior to normal wear and tear.

c). Emission EGR valve did not work properly and needed repair or replacement on several occasions.

d). On several occasions the Truck Tractor lost power and needed repaired.

e). Alternator needed replaced prior to normal wear and tear.

14. The said Truck Tractor was down and in for repairs numerous times which resulted in loss of income to Defendant.

15. On or about November 9, 2006, Defendant gave back possession of the Truck Tractor to Murrays Freightliner who would not continue to make repairs.

16. Defendant is joining Murrays Freightliner as an additional Defendant to this action as a party liable on the underlying cause of this action.

WHEREFORE, Defendant requests your Honorable Court to enter judgment in favor of Defendant and against the Plaintiff and Additional Defendant.

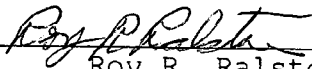
Respectfully submitted,



Girard Kasubick, Esq.
Attorney for Defendant,
Roy R. Ralston

VERIFICATION

I verify that the statements made in the foregoing Answer and New Matter to Plaintiff's Complaint is true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.



Roy R. Ralston

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

DAIMLERCHRYSLER FINANCIAL)

Plaintiff,)

v.)

CASE NO: 07-1134-CD

ROY R RALSTON)

Defendant)

PLAINTIFF'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

C

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:

A true and correct copy of the Direct Purchase Money Loan and Security Agreement- (hereinafter the "agreement") signed by Roy Ralston on October 6, 2005 is attached hereto and made a part as Exhibit "1."

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:

Defendant took possession of the 2005 Freightliner Truck, Vehicle ID # 1FVHALCK75DU79908, on or about October 6, 2005.

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:

Defendant failed to make all of the payments required under the agreement.

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:

Pursuant to the terms of the agreement, Defendant granted a security interest to Plaintiff in the 2005 Freightliner Truck, Vehicle ID# 1FVHALCK75DU79908.

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. 5:

The 2005 Freightliner was repossessed due to Defendant's failure to make all of the payments required under the agreement.

Admitted _____

Denied _____

If the answer to Request for Admissions No. 5 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 6:

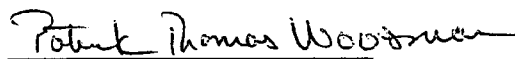
Defendant has not submitted any written dispute directly to the Plaintiff as to any accounting inaccuracy concerning the amounts owed to the Plaintiff pursuant to the agreement.

Admitted _____

Denied _____

If the answer to the Request for Admissions No. 6 is "denied", then supply specific written documentation supporting the denial.

Respectfully submitted,



Patrick Thomas Woodman, Esq.

PA I.D. #34507

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#05850451

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, Patrick Thomas Woodman, Esquire, hereby certify that a true and correct copy of the Request for Admissions was served on Defendant's attorney by regular U. S. Mail, postage prepaid, this 30th day of April, 2008, addressed as follows:

Girard Kasubick, Esquire
LEHMAN & KASUBICK
611 Brisbin Street
Houtzdale, PA 16651

Patrick Thomas Woodman
Patrick Thomas Woodman, Esquire

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

DATE: 10/06/2005
QUOTE NO. 161621

100-6136491-000 139173-0001

BORROWER: ROY R RALSTON
(Print Full Name)
3121 CROOKED SEWER ROAD OSCEOLA CLEARFIELD PA 16666
(Street No.) (City) (County) (State) (Zip)

CO-BORROWER:
(Print Full Name)
(Street No.) (City) (County) (State) (Zip)

DEALER: Murray's Ford, Inc.
(Print Full Name)
1844 Rich Highway DuBois PA 15801
(Street No.) (City) (County) (State) (Zip)

LENDER: DaimlerChrysler Services North America LLC, 1011 Warrenville Road, Lisle, Illinois 60532.

I (meaning individually, collectively, and interchangeably, all Borrowers named above, jointly and severally) have entered into a direct loan with Lender to finance the purchase of the following described Equipment. I acknowledge to have accepted delivery of the Equipment in good order without reservation of rights and without implied warranty as to condition, merchantability, and suitability for any purpose. I further acknowledge and certify that I have entered into this loan with Lender, and I intend to use the purchased Equipment, primarily for business or commercial purposes, and not for personal, family, household or agricultural purposes.

DESCRIPTION OF EQUIPMENT:

New/ Used	Make	Model	Serial Number	Body Type	Model Year	Cash Sale Price
N	FREIGHTLINER	FLD12064SD	1FVHALCK75DU79908	TRUCK	2005	\$112,614.00
N	J & J	196	TA18815	DUMP	2005	\$0.00

TRADE-IN & DOWNPAYMENT

Make	Model	Serial Number	Body Type	Model Year	Allowance
List Payoff to:				Payoff Amount	\$0.00
				Net Trade-in Allowance	\$0.00
				Cash Downpayment	\$78.50
				TOTAL DOWNPAYMENT	\$78.50

TOTAL OF PAYMENTS CALCULATION

1.	Total Cash Sale Price	\$112,614.00
2.	Less Total Downpayment	\$78.50
3.	Unpaid Balance of Cash Price (1-2)	\$112,535.50
ITEMIZED CHARGES		
A.	Physical Damage Insurance	\$0.00
B.	Credit Life/Disability Insurance	\$0.00
C.	Non-Trucking Liability Insurance	\$0.00
D.	Guaranteed Auto Protection Insurance	\$0.00
E.	Insurance Tax (if applicable)	\$28.50
F.	Registration/License/Title Fees	\$13,111.00
G.	Federal Excise Tax	\$0.00
H.	Sales Tax	\$30.00
I.	Documentation Fee	
J.	Origination Fee	\$5.00
K.	Other (LIEN FEE)	\$10.00
L.	Other (NEW TIRE FEE)	\$5.00
M.	Other (FUEL TAX FEE)	\$0.00
N.	Business Service Fee ():	
4.	Total Itemized Charges (Sum of A through N)	\$13,189.50
5.	Amount Financed (3+4)	\$125,725.00
6.	Finance Charge	\$24,990.80
7.	Total of Payments (5+6)	\$150,715.80

EXHIBIT



EXHIBIT

Terms and Conditions

QUOTE NO. 161621

1. **Promise to Pay:** I promise to pay to the order of Lender the Total of Payments indicated above, which includes principal (Amount Financed) and precomputed interest (Finance Charge).
2. **Payment Schedule:** My loan is payable in 60 installment payments of \$2,511.93 each, commencing on 11/21/2005 and the 21st day of each successive month thereafter, except as follows: N/A.
3. **Late Payment:** If I fail to make any payment within ten (10) days of the due date, I agree to pay Lender a late payment fee in an amount equal to 5% of the delinquent payment, or such lesser amount as may be limited by law.
4. **Returned Check Charges:** If I make any payment by check, and my check is returned unpaid for any reason, I agree to pay Lender a returned check charge in the amount of \$35.00, or such lesser amount as may be limited by law.
5. **Prepayment:** I may prepay my Indebtedness under this Agreement, less any required rebate of unearned interest, in full at any time. The rebate will be based upon either simple interest or the Rule of 78's, whichever is more favorable to me.
6. **Grant of Security Interest:** In order to secure the prompt and punctual payment and satisfaction of my Indebtedness (as defined herein), I am granting Lender a security interest in the Equipment, and in all accessions, replacements and additions to the Equipment, and in all leases of the Equipment, and in all lease payments, rentals, and rights thereto, and in all proceeds derived from the Equipment, including insurance proceeds and refunds of insurance premiums. I also agree that collateral securing other loans, credit sales and leases that I may have with Lender, whether now or in the future, additionally will secure my Indebtedness under this Agreement. The Equipment, all leases of the Equipment, all lease payments, rentals, and rights thereto, proceeds, and my additional collateral securing other loans, credit sales, and leases with Lender, are individually, collectively and interchangeably referred to under this Agreement as my "Collateral." For purposes of this Agreement, the term "Indebtedness" means: (1) my indebtedness under my loan and under this Agreement for payment of principal, interest, late charges and returned check fees; (2) my indebtedness under any other loans or obligations that I may now and in the future owe to Lender; (3) all additional funds that Lender may advance on my behalf as provided in this Agreement; and (4) Lender's costs and expenses incurred in enforcing Lender's rights under this Agreement, and in protecting and preserving the Collateral, including reimbursement of Lender's reasonable attorney's fees, court costs, and collection expenses. I authorize Lender to perfect its security interest in the Collateral by filing a copy of this Agreement, or a UCC financing statement, and/or title documentation with the proper filing or title office. I agree to reimburse Lender for all filing costs and perfection expenses, as well as for all costs of amending, continuing and terminating such filings.
7. **Covenants:** I agree: (1) not to sell, lease, transfer or assign the Collateral without Lender's prior written consent; (2) not to allow any other security interest or lien to be placed on or to attach to the Collateral; (3) not to make any material changes or alterations to the Equipment without Lender's prior written consent (including replacements, additions, accessories or substitutions); (4) not to remove the Equipment from the state in which I reside or have my principal offices, other than in the ordinary course of business, for a period in excess of sixty (60) consecutive days, without first obtaining Lender's prior written consent; (5) not to retitle the Equipment in another state without first notifying Lender; and (6) if I am a business entity, not to change my name or form or state of organization without first notifying Lender at least thirty (30) days in advance of such change. I further agree: (a) that anything that may be attached to the Equipment will become an accession to the Equipment, and will become part of the Collateral; (b) to make all necessary repairs to, and not to abandon the Equipment; (c) to abide by all laws and rules and regulations with respect to the use and operation of the Equipment, and to obtain all necessary permits and licenses in those jurisdictions where required; (d) to pay all taxes and assessments levied against the Equipment and to furnish Lender with proof of such payments; and (e) to permit Lender to inspect the Equipment at reasonable times.
8. **Insurance:** So long as my Indebtedness remains unpaid and unsatisfied, I agree to maintain insurance on the Equipment, at my expense, and with such coverages and deductible limits as may be required by Lender, and with such financially responsible insurance companies as may be acceptable to Lender. Such insurance shall include: (a) collision coverage; and (b) either (1) comprehensive coverage, or (2) fire, theft and combined additional coverages, on the Equipment, with a deductible not to exceed \$1,000, insuring against loss up to the value of the Equipment at the time of loss. I agree to name Lender as a non-contributory lender loss payee beneficiary and as an additional insured under my insurance policy, which will require at least twenty (20) days advance written notice to Lender before such insurance may lapse, or be reduced or canceled or terminated for any reason. I agree to provide Lender with a copy of my insurance policy along with evidence that I have paid the policy premiums and all renewal premiums. I assign to Lender all proceeds from insurance policies covering the Equipment, including, but not limited to, refunds of unearned premiums of any credit life, credit disability, property or other insurance financed by Lender under this Agreement, and direct the insurance companies to pay such amounts directly to Lender. Lender may apply any such insurance proceeds and returned premiums received to the unpaid balance of my then Indebtedness. I instruct my insurance company to make such payments directly to Lender. I also grant Lender an irrevocable power of attorney, coupled with an interest, to endorse any draft or check received as proceeds of insurance, and if I am then in default, to negotiate and settle any claims I may have with respect to the Equipment. Should I fail to purchase and maintain insurance on the Equipment, or should I fail to do whatever else is required of me under this Agreement, then Lender shall have the right (at Lender's sole option, and without any responsibility or liability to do so) to purchase insurance of such type and coverages, and in such amounts as Lender deems acceptable, and to do such other acts as Lender may deem, within its sole discretion, to be necessary and proper. I agree to immediately reimburse Lender for all additional sums that Lender may advance for such purposes, together with interest thereon at the rate of 18% per annum, or such lesser rate as may be limited by law, from the date of each advance until I repay Lender in full. I authorize Lender to release to third parties any information necessary to facilitate insurance and tax monitoring and insurance placement.

9. **Default and Acceleration:** Lender has the right at its sole option to insist on immediate payment in full of all Indebtedness that I may owe to Lender, less any required rebates of unearned interest, upon the occurrence of any one or more of the following events: (1) if I fail to make any payment under this Agreement when due; or (2) if I am in default under any other provision of this Agreement; or (3) if I am in default under any other loan, extension of credit, or obligation that I may then owe to Lender; or (4) if I should become insolvent, or apply for bankruptcy or other relief from creditors; or (5) if any of the Equipment is seized under process of law; or (6) if any guaranty of my obligations under this Agreement is withdrawn or becomes unenforceable for any reason; or (7) if Lender reasonably believes itself to be insecure in the repayment of this Agreement. After default and acceleration, I agree to continue to pay Lender interest on the then unpaid balance of my Indebtedness at the rate of eighteen (18%) percent per annum, or such lesser rate as may be limited by law.
10. **Default Remedies:** Should I default under this Agreement, and Lender elects to accelerate payment of my Indebtedness, Lender may exercise all of the rights and remedies available to secured creditors generally under the Uniform Commercial Code in effect in the state where the Collateral is then located. I agree to turn over and deliver the Collateral to Lender at my expense, at the time and at the location Lender may demand of me. Alternatively, Lender may enter any premises or other place where the Collateral may be located, and take possession of the Collateral, and all other property then located on or in the Collateral, provided that Lender is able to do so without breach of the peace. Lender may then sell the Collateral without warranty at public or private sale, and apply the sale proceeds to the satisfaction of my Indebtedness. Lender has no obligation to clean-up, repair, or prepare the Collateral for sale. Any requirement that Lender notify me of the sale or other disposition of the Collateral will be satisfied if Lender sends me a written communication at least ten (10) days in advance of the date on which a public sale is scheduled, or within ten (10) days in advance of the time after which a private sale or other disposition may take place.
11. **Waivers:** I and all Guarantors each waive presentment, notice, and demand for payment, and agree that our liability under this Agreement shall be joint and several with each other. We further agree that discharge or release of any party, or Collateral, or any extension of time for payment, or any delay in enforcing Lender's rights, will not cause Lender to lose any of its rights. I expressly waive any right to a jury trial in any dispute regarding or arising out of this Agreement, the sale of the Equipment, or my relationship with Lender or Dealer.
12. **Collection Attorney's Fees and Expenses:** If Lender has to sue me, or if Lender refers my loan to an attorney for collection, I agree to pay Lender reasonable attorney's fees. I further agree to reimburse Lender for its court costs and collection expenses incurred in enforcing Lender's rights under this Agreement.
13. **Savings Clause:** It is Lender's intent to fully comply with all laws and regulations limiting imposition and collection of interest and other fees and charges in connection with my loan. Should I be called upon, or should I ever pay interest or other fees and charges to Lender in excess of the amount(s) and rate(s) permitted, I agree that Lender may cure such violation by crediting any excess amount that I have paid against my then outstanding Indebtedness under this Agreement.
14. **No Agency Relationship; No Right to Assert Claims and Defenses:** I fully understand and unconditionally agree that neither Dealer, the Equipment manufacturer and distributor, nor their employees, are Lender's partners, agents, or representatives, and have no right to commit, bind or obligate Lender in any way. My obligations to Lender under this Agreement are absolute and unconditional, and I have no right to assert against Lender any claims or defenses that I may have against the Dealer, the Equipment manufacturer, distributor, or their employees.
15. **Representations and Warranties:** I represent and warrant to Lender that: (1) my correct legal name and state of residence or organization are listed on page 1 of this Agreement, and I am properly authorized, licensed and in good standing to conduct business in each applicable jurisdiction; (2) none of the preprinted provisions of this Agreement have been altered, modified, or stricken by me or by anyone else; (3) I or my authorized representative properly executed this Agreement in my name and my signature on this Agreement, or that of my authorized representative, is genuine; (4) the amount of the cash downpayment reflected in this Agreement was paid by me to the Dealer in cash prior to the time this Agreement was signed; (5) any trade-in allowance, rebate or incentive payment reflected in this Agreement is bona fide and was applied to the Cash Sale Price of the Equipment; and (6) I have and intend to license, title, and register the Equipment in the proper state or jurisdiction.
16. **Governing Law:** I agree that this Agreement shall become effective only when it is received and accepted by Lender in the State of Illinois. I further agree that this Agreement and my credit financing of the Equipment shall be governed and construed under the laws of the State of Illinois irrespective of the conflict of laws principles of that state.
17. **Miscellaneous:** In this Agreement, the words "I", "me", "my", "we", "us" and "our" individually, collectively and interchangeably mean each person or entity signing this Agreement as a Borrower, Co-Borrower or Guarantor, their successors and assigns, and all other persons that may be or become obligated under this Agreement. "Lender" means DaimlerChrysler Services North America LLC, and its successors, transferees and assigns. All schedules executed in connection with this Agreement are part of this Agreement. This Agreement and any such schedules constitute the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing signed by all parties. All provisions of this Agreement that are prohibited by applicable law shall be ineffective solely to the extent of such prohibition without invalidating the other provisions of this Agreement. Any waiver of Lender's rights and remedies under this Agreement shall be effective only if specifically agreed by Lender in writing.

I (we) acknowledge receipt of a completed copy of the Agreement, and agree to its terms.

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

Borrower : ROY R RALSTON

Co-Borrower: _____

By (signature): Roy Ralston

By (signature): _____

Title: Individual

Title: _____

QUOTE NO. 161621

GUARANTY

I (we) hereby, jointly, severally and unconditionally guarantee payment of all indebtedness under this Agreement, and all extensions, substitutions and refinancings thereof, and agree to the Agreement's terms and conditions. I (we) waive any rights that I (we) may have to require DCS to first exhaust its remedies against the Buyer(s), the Collateral, or any other guarantor, before collecting under this Guaranty.

Guarantor Name: _____

Guarantor Name: _____

Guarantor (signature): _____

Guarantor (signature): _____

REQUIRED PROPERTY INSURANCE:

Fire and theft and collision insurance are required until the Agreement is paid in full. I understand that I have the right to choose the agent or broker and the company through whom physical damage insurance required under this Agreement is to be obtained.

☐ Acknowledging the foregoing, I request and authorize Dealer to attempt to obtain those insurance coverages checked below, and for which an annual premium amount is shown, for 0 months from the date hereof and through (name of insurance company):

☐ Collision and one of the following:	_____ Deductible
☐ Comprehensive, or	_____ Deductible
☐ Fire, Theft and CAC	_____ Deductible

Annual Premium: \$0.00

Total Premium:

Extent of Coverage: Minimum of Actual Cash Value. Unless otherwise stated in the policy, proceeds must be payable to Borrower and Lender as their interests may appear.

UNLESS OTHERWISE SPECIFIED HEREIN, THE INSURANCE AFFORDED UNDER THIS AGREEMENT DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS. NO PUBLIC LIABILITY INSURANCE IS ISSUED WITH THIS TRANSACTION.

Disclosures Required Under Illinois Law:

Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

VOLUNTARY CREDIT LIFE AND DISABILITY INSURANCE:

Credit life and disability insurance are not required by Lender. However, such insurance may be purchased through Dealer on a voluntary/elective basis for the following costs:

Credit Life Insurance: ☐ I desire credit life insurance.

Credit Disability Insurance: ☐ I desire credit disability insurance.

Person Proposed for Credit Life/Credit Disability Insurance:

(Signature of Person to be Insured)

Date:

BUSINESS PURPOSE STATEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

COUNTY OF CLEARFIELD

STATE/COMMONWEALTH OF PENNSYLVANIA

Borrower certifies under oath and penalty of perjury that Borrower is ☒ an individual or proprietorship ☐ a corporation ☐ a partnership ☐ a limited partnership ☐ a limited liability company ☐ other _____, organized under the laws of the State/Commonwealth of PENNSYLVANIA.

Borrower further certifies that the proceeds of the Borrower's loan obtained from Lender will be used solely to finance the purchase of the described Equipment, and to finance the additional fees and charges provided under this Agreement, and for no other purpose, and that Borrower intends to use the purchased Equipment primarily for business and commercial purposes, and not for personal, family, household or agricultural purposes.

This sworn statement is provided to Lender pursuant to Section 438.61 of the Michigan Compiled Laws Annotated, and Section 10-7.2 of the Pennsylvania Code, as applicable.

Borrower: ROY R RALSTON

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

By (signature):

Roy R. Palta

Title:

Individual

ACKNOWLEDGEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

Sworn and subscribed to before me this 06TH day of OCTOBER, 2005

Notary Public, CLEARFIELD County, PENNSYLVANIA

My commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Sharon C. Stevenson, Notary Public
Sandy Twp., Clearfield County
My Commission Expires Feb. 12, 2006
Member, Pennsylvania Association of Notaries

This Agreement shall be deemed to be received and accepted by DaimlerChrysler Services North America LLC in Lisle, Illinois on the date of funding.

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

DAIMLERCHRYSLER FINANCIAL)

Plaintiff,)

v.)

ROY R RALSTON)

Defendant)

CASE NO: 07-1134-CD

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

MAY 27 2008

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

DEFENDANT'S ANSWER TO
PLAINTIFF'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

D

WWR# 5468251

REQUEST FOR ADMISSION NO. 2:

Defendant took possession of the 2005 Freightliner Truck, Vehicle ID # 1FVHALCK75DU79908, on or about October 6, 2005.

Admitted Yes

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:

Defendant failed to make all of the payments required under the agreement.

Admitted Yes

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:

Pursuant to the terms of the agreement, Defendant granted a security interest to Plaintiff in the 2005 Freightliner Truck, Vehicle ID# 1FVHALCK75DU79908.

Admitted Yes

Denied _____

If the answer to Request for Admissions No. 4 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 5:

The 2005 Freightliner was repossessed due to Defendant's failure to make all of the payments required under the agreement.

Admitted _____

Denied Yes _____

If the answer to Request for Admissions No. 5 is "denied", then supply specific written documentation supporting the denial.

Due to the problems with the 2005 Freightliner truck, the Defendant voluntarily returned the truck to Murrays Freightliner on or about November 9, 2006. An actual repossession did not take place. Defendant made all payments under the Direct Purchase Money Loan and Security Agreement through November 9, 2006. These allegations are set forth in paragraphs 13 and 15 of Defendant's New Matter.

REQUEST FOR ADMISSION NO. 6:

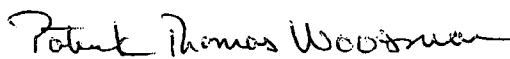
Defendant has not submitted any written dispute directly to the Plaintiff as to any accounting inaccuracy concerning the amounts owed to the Plaintiff pursuant to the agreement.

Admitted Yes, as to any dispute being submitted, but proof is demanded.

Denied _____

If the answer to the Request for Admissions No. 6 is "denied", then supply specific written documentation supporting the denial.

Respectfully submitted,



Patrick Thomas Woodman, Esq.

PA I.D. #34507

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#05850451

VERIFICATION

I, Roy R. Ralston, (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.

5-22-03
Date

Roy R. Ralston
Signature Roy R. Ralston

CERTIFICATE OF SERVICE

I, Patrick Thomas Woodman, Esquire, hereby certify that a true and correct copy of the Request for Admissions was served on Defendant's attorney by regular U. S. Mail, postage prepaid, this 30th day of April, 2008, addressed as follows:

Girard Kasubick, Esquire
LEHMAN & KASUBICK
611 Brisbin Street
Houtzdale, PA 16651

Patrick Thomas Woodman
Patrick Thomas Woodman, Esquire

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

DATE: 10/06/2005
QUOTE NO. 161621

100-6136491-000

139173-0001

BORROWER:

ROY R RALSTON

(Print Full Name)

3121 CROOKED SEWER ROAD

OSCEOLA
MILLS

CLEARFIELD

PA

16666

(Street No.)

(City)

(County)

(State)

(Zip)

CO-BORROWER:

(Print Full Name)

(Street No.)

(City)

(County)

(State)

(Zip)

DEALER:

Murray's Ford, Inc.

(Print Full Name)

1844 Rich Highway

DuBois

PA

15801

(Street No.)

(City)

(County)

(State)

(Zip)

LENDER: DaimlerChrysler Services North America LLC, 1011 Warrenville Road, Lisle, Illinois 60532.

I (meaning individually, collectively, and interchangeably, all Borrowers named above, jointly and severally) have entered into a direct loan with Lender to finance the purchase of the following described Equipment. I acknowledge to have accepted delivery of the Equipment in good order without reservation of rights and without implied warranty as to condition, merchantability, and suitability for any purpose. I further acknowledge and certify that I have entered into this loan with Lender, and I intend to use the purchased Equipment, primarily for business or commercial purposes, and not for personal, family, household or agricultural purposes.

DESCRIPTION OF EQUIPMENT:

New/ Used	Make	Model	Serial Number	Body Type	Model Year	Cash Sale Price
N	FREIGHTLINER	FLD12064SD	IFVHALCK75DU79908	TRUCK	2005	\$112,614.00
N	J & J	19'6	TA18815	DUMP	2005	\$0.00

TRADE-IN & DOWNPAYMENT

Make	Model	Serial Number	Body Type	Model Year	Allowance
List Payoff to:			Payoff Amount		\$0.00
			Net Trade-in Allowance		\$0.00
			Cash Downpayment		\$78.50
			TOTAL DOWNPAYMENT		\$78.50

TOTAL OF PAYMENTS CALCULATION

1.	Total Cash Sale Price	\$112,614.00
2.	Less Total Downpayment	\$78.50
3.	Unpaid Balance of Cash Price (1-2)	\$112,535.50
ITEMIZED CHARGES		
A.	Physical Damage Insurance	\$0.00
B.	Credit Life/Disability Insurance	\$0.00
C.	Non-Trucking Liability Insurance	\$0.00
D.	Guaranteed Auto Protection Insurance	\$0.00
E.	Insurance Tax (if applicable)	
F.	Registration/License/Title Fees	\$28.50
G.	Federal Excise Tax	\$13,111.00
H.	Sales Tax	\$0.00
I.	Documentation Fee	\$30.00
J.	Origination Fee	
K.	Other (LIEN FEE)	\$5.00
L.	Other (NEW TIRE FEE)	\$10.00
M.	Other (FUEL TAX FEE)	\$5.00
N.	Business Service Fee ():	\$0.00
4.	Total Itemized Charges (Sum of A through N)	\$13,189.50
5.	Amount Financed (3+4)	\$125,725.00
6.	Finance Charge	\$24,990.80
7.	Total of Payments (5+6)	\$150,715.80

EXHIBIT



EXHIBIT

Terms and Conditions

QUOTE NO. 161621

1. **Promise to Pay:** I promise to pay to the order of Lender the Total of Payments indicated above, which includes principal (Amount Financed) and precomputed interest (Finance Charge).
2. **Payment Schedule:** My loan is payable in 60 installment payments of \$2,511.93 each, commencing on 11/21/2005 and the 21st day of each successive month thereafter, except as follows: N/A.
3. **Late Payment:** If I fail to make any payment within ten (10) days of the due date, I agree to pay Lender a late payment fee in an amount equal to 5% of the delinquent payment, or such lesser amount as may be limited by law.
4. **Returned Check Charges:** If I make any payment by check, and my check is returned unpaid for any reason, I agree to pay Lender a returned check charge in the amount of \$35.00, or such lesser amount as may be limited by law.
5. **Prepayment:** I may prepay my Indebtedness under this Agreement, less any required rebate of unearned interest, in full at any time. The rebate will be based upon either simple interest or the Rule of 78's, whichever is more favorable to me.
6. **Grant of Security Interest:** In order to secure the prompt and punctual payment and satisfaction of my Indebtedness (as defined herein), I am granting Lender a security interest in the Equipment, and in all accessions, replacements and additions to the Equipment, and in all leases of the Equipment, and in all lease payments, rentals, and rights thereto, and in all proceeds derived from the Equipment, including insurance proceeds and refunds of insurance premiums. I also agree that collateral securing other loans, credit sales and leases that I may have with Lender, whether now or in the future, additionally will secure my Indebtedness under this Agreement. The Equipment, all leases of the Equipment, all lease payments, rentals, and rights thereto, proceeds, and my additional collateral securing other loans, credit sales, and leases with Lender, are individually, collectively and interchangeably referred to under this Agreement as my "Collateral." For purposes of this Agreement, the term "Indebtedness" means: (1) my indebtedness under my loan and under this Agreement for payment of principal, interest, late charges and returned check fees; (2) my indebtedness under any other loans or obligations that I may now and in the future owe to Lender; (3) all additional funds that Lender may advance on my behalf as provided in this Agreement; and (4) Lender's costs and expenses incurred in enforcing Lender's rights under this Agreement, and in protecting and preserving the Collateral, including reimbursement of Lender's reasonable attorney's fees, court costs, and collection expenses. I authorize Lender to perfect its security interest in the Collateral by filing a copy of this Agreement, or a UCC financing statement, and/or title documentation with the proper filing or title office. I agree to reimburse Lender for all filing costs and perfection expenses, as well as for all costs of amending, continuing and terminating such filings.
7. **Covenants:** I agree: (1) not to sell, lease, transfer or assign the Collateral without Lender's prior written consent; (2) not to allow any other security interest or lien to be placed on or to attach to the Collateral; (3) not to make any material changes or alterations to the Equipment without Lender's prior written consent (including replacements, additions, accessories or substitutions); (4) not to remove the Equipment from the state in which I reside or have my principal offices, other than in the ordinary course of business, for a period in excess of sixty (60) consecutive days, without first obtaining Lender's prior written consent; (5) not to retitle the Equipment in another state without first notifying Lender; and (6) if I am a business entity, not to change my name or form or state of organization without first notifying Lender at least thirty (30) days in advance of such change. I further agree: (a) that anything that may be attached to the Equipment will become an accession to the Equipment, and will become part of the Collateral; (b) to make all necessary repairs to, and not to abandon the Equipment; (c) to abide by all laws and rules and regulations with respect to the use and operation of the Equipment, and to obtain all necessary permits and licenses in those jurisdictions where required; (d) to pay all taxes and assessments levied against the Equipment and to furnish Lender with proof of such payments; and (e) to permit Lender to inspect the Equipment at reasonable times.
8. **Insurance:** So long as my Indebtedness remains unpaid and unsatisfied, I agree to maintain insurance on the Equipment, at my expense, and with such coverages and deductible limits as may be required by Lender, and with such financially responsible insurance companies as may be acceptable to Lender. Such insurance shall include: (a) collision coverage; and (b) either (1) comprehensive coverage, or (2) fire, theft and combined additional coverages, on the Equipment, with a deductible not to exceed \$1,000, insuring against loss up to the value of the Equipment at the time of loss. I agree to name Lender as a non-contributory lender loss payee beneficiary and as an additional insured under my insurance policy, which will require at least twenty (20) days advance written notice to Lender before such insurance may lapse, or be reduced or canceled or terminated for any reason. I agree to provide Lender with a copy of my insurance policy along with evidence that I have paid the policy premiums and all renewal premiums. I assign to Lender all proceeds from insurance policies covering the Equipment, including, but not limited to, refunds of unearned premiums of any credit life, credit disability, property or other insurance financed by Lender under this Agreement, and direct the insurance companies to pay such amounts directly to Lender. Lender may apply any such insurance proceeds and returned premiums received to the unpaid balance of my then Indebtedness. I instruct my insurance company to make such payments directly to Lender. I also grant Lender an irrevocable power of attorney, coupled with an interest, to endorse any draft or check received as proceeds of insurance, and if I am then in default, to negotiate and settle any claims I may have with respect to the Equipment. Should I fail to purchase and maintain insurance on the Equipment, or should I fail to do whatever else is required of me under this Agreement, then Lender shall have the right (at Lender's sole option, and without any responsibility or liability to do so) to purchase insurance of such type and coverages, and in such amounts as Lender deems acceptable, and to do such other acts as Lender may deem, within its sole discretion, to be necessary and proper. I agree to immediately reimburse Lender for all additional sums that Lender may advance for such purposes, together with interest thereon at the rate of 18% per annum, or such lesser rate as may be limited by law, from the date of each advance until I repay Lender in full. I authorize Lender to release to third parties any information necessary to facilitate insurance and tax monitoring and insurance placement.

9. **Default and Acceleration:** Lender has the right at its sole option to insist on immediate payment in full of all Indebtedness that I may owe to Lender, less any required rebates of unearned interest, upon the occurrence of any one or more of the following events: (1) if I fail to make any payment under this Agreement when due; or (2) if I am in default under any other provision of this Agreement; or (3) if I am in default under any other loan, extension of credit, or obligation that I may then owe to Lender; or (4) if I should become insolvent, or apply for bankruptcy or other relief from creditors; or (5) if any of the Equipment is seized under process of law; or (6) if any guaranty of my obligations under this Agreement is withdrawn or becomes unenforceable for any reason; or (7) if Lender reasonably believes itself to be insecure in the repayment of this Agreement. After default and acceleration, I agree to continue to pay Lender interest on the then unpaid balance of my Indebtedness at the rate of eighteen (18%) percent per annum, or such lesser rate as may be limited by law.
10. **Default Remedies:** Should I default under this Agreement, and Lender elects to accelerate payment of my Indebtedness, Lender may exercise all of the rights and remedies available to secured creditors generally under the Uniform Commercial Code in effect in the state where the Collateral is then located. I agree to turn over and deliver the Collateral to Lender at my expense, at the time and at the location Lender may demand of me. Alternatively, Lender may enter any premises or other place where the Collateral may be located, and take possession of the Collateral, and all other property then located on or in the Collateral, provided that Lender is able to do so without breach of the peace. Lender may then sell the Collateral without warranty at public or private sale, and apply the sale proceeds to the satisfaction of my Indebtedness. Lender has no obligation to clean-up, repair, or prepare the Collateral for sale. Any requirement that Lender notify me of the sale or other disposition of the Collateral will be satisfied if Lender sends me a written communication at least ten (10) days in advance of the date on which a public sale is scheduled, or within ten (10) days in advance of the time after which a private sale or other disposition may take place.
11. **Waivers:** I and all Guarantors each waive presentment, notice, and demand for payment, and agree that our liability under this Agreement shall be joint and several with each other. We further agree that discharge or release of any party, or Collateral, or any extension of time for payment, or any delay in enforcing Lender's rights, will not cause Lender to lose any of its rights. I expressly waive any right to a jury trial in any dispute regarding or arising out of this Agreement, the sale of the Equipment, or my relationship with Lender or Dealer.
12. **Collection Attorney's Fees and Expenses:** If Lender has to sue me, or if Lender refers my loan to an attorney for collection, I agree to pay Lender reasonable attorney's fees. I further agree to reimburse Lender for its court costs and collection expenses incurred in enforcing Lender's rights under this Agreement.
13. **Savings Clause:** It is Lender's intent to fully comply with all laws and regulations limiting imposition and collection of interest and other fees and charges in connection with my loan. Should I be called upon, or should I ever pay interest or other fees and charges to Lender in excess of the amount(s) and rate(s) permitted, I agree that Lender may cure such violation by crediting any excess amount that I have paid against my then outstanding Indebtedness under this Agreement.
14. **No Agency Relationship; No Right to Assert Claims and Defenses:** I fully understand and unconditionally agree that neither Dealer, the Equipment manufacturer and distributor, nor their employees, are Lender's partners, agents, or representatives, and have no right to commit, bind or obligate Lender in any way. My obligations to Lender under this Agreement are absolute and unconditional, and I have no right to assert against Lender any claims or defenses that I may have against the Dealer, the Equipment manufacturer, distributor, or their employees.
15. **Representations and Warranties:** I represent and warrant to Lender that: (1) my correct legal name and state of residence or organization are listed on page 1 of this Agreement, and I am properly authorized, licensed and in good standing to conduct business in each applicable jurisdiction; (2) none of the preprinted provisions of this Agreement have been altered, modified, or stricken by me or by anyone else; (3) I or my authorized representative properly executed this Agreement in my name and my signature on this Agreement, or that of my authorized representative, is genuine; (4) the amount of the cash downpayment reflected in this Agreement was paid by me to the Dealer in cash prior to the time this Agreement was signed; (5) any trade-in allowance, rebate or incentive payment reflected in this Agreement is bona fide and was applied to the Cash Sale Price of the Equipment; and (6) I have and intend to license, title, and register the Equipment in the proper state or jurisdiction.
16. **Governing Law:** I agree that this Agreement shall become effective only when it is received and accepted by Lender in the State of Illinois. I further agree that this Agreement and my credit financing of the Equipment shall be governed and construed under the laws of the State of Illinois irrespective of the conflict of laws principles of that state.
17. **Miscellaneous:** In this Agreement, the words "I", "me", "my", "we", "us" and "our" individually, collectively and interchangeably mean each person or entity signing this Agreement as a Borrower, Co-Borrower or Guarantor, their successors and assigns, and all other persons that may be or become obligated under this Agreement. "Lender" means DaimlerChrysler Services North America LLC, and its successors, transferees and assigns. All schedules executed in connection with this Agreement are part of this Agreement. This Agreement and any such schedules constitute the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing signed by all parties. All provisions of this Agreement that are prohibited by applicable law shall be ineffective solely to the extent of such prohibition without invalidating the other provisions of this Agreement. Any waiver of Lender's rights and remedies under this Agreement shall be effective only if specifically agreed by Lender in writing.

I (we) acknowledge receipt of a completed copy of the Agreement, and agree to its terms.

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

Borrower : ROY R RALSTON

Co-Borrower: _____

By (signature): Roy Ralston

By (signature): _____

Title: Individual

Title: _____

QUOTE NO. 161621

GUARANTY

I (we) hereby, jointly, severally and unconditionally guarantee payment of all Indebtedness under this Agreement, and all extensions, substitutions and refinancings thereof, and agree to the Agreement's terms and conditions. I (we) waive any rights that I (we) may have to require DCS to first exhaust its remedies against the Buyer(s), the Collateral, or any other guarantor, before collecting under this Guaranty.

Guarantor Name: _____

Guarantor Name: _____

Guarantor (signature): _____

Guarantor (signature): _____

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

REQUIRED PROPERTY INSURANCE:

Fire and theft and collision insurance are required until the Agreement is paid in full. I understand that I have the right to choose the agent or broker and the company through whom physical damage insurance required under this Agreement is to be obtained.

☐ Acknowledging the foregoing, I request and authorize Dealer to attempt to obtain those insurance coverages checked below, and for which an annual premium amount is shown, for 0 months from the date hereof and through (name of insurance company):

☐ Collision and one of the following:	_____	Deductible
☐ Comprehensive, or	_____	Deductible
☐ Fire, Theft and CAC	_____	Deductible

Annual Premium:\$0.00

Total Premium:

Extent of Coverage: Minimum of Actual Cash Value. Unless otherwise stated in the policy, proceeds must be payable to Borrower and Lender as their interests may appear.

UNLESS OTHERWISE SPECIFIED HEREIN, THE INSURANCE AFFORDED UNDER THIS AGREEMENT DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS. NO PUBLIC LIABILITY INSURANCE IS ISSUED WITH THIS TRANSACTION.

Disclosures Required Under Illinois Law:

Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

VOLUNTARY CREDIT LIFE AND DISABILITY INSURANCE:

Credit life and disability insurance are not required by Lender. However, such insurance may be purchased through Dealer on a voluntary/elective basis for the following costs:

Credit Life Insurance: ☐ I desire credit life insurance.
Credit Disability Insurance: ☐ I desire credit disability insurance.

Person Proposed for Credit Life/Credit Disability Insurance:

(Signature of Person to be Insured)

Date:

BUSINESS PURPOSE STATEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

COUNTY OF CLEARFIELD
STATE/COMMONWEALTH OF PENNSYLVANIA

Borrower certifies under oath and penalty of perjury that Borrower is ☒ an individual or proprietorship ☐ a corporation ☐ a partnership ☐ a limited partnership ☐ a limited liability company ☐ other _____, organized under the laws of the State/Commonwealth of PENNSYLVANIA.

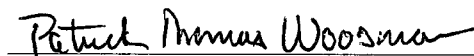
Borrower further certifies that the proceeds of the Borrower's loan obtained from Lender will be used solely to finance the purchase of the described Equipment, and to finance the additional fees and charges provided under this Agreement, and for no other purpose, and that Borrower intends to use the purchased Equipment primarily for business and commercial purposes, and not for personal, family, household or agricultural purposes.

This sworn statement is provided to Lender pursuant to Section 438.61 of the Michigan Compiled Laws Annotated, and Section 10-7.2 of the Pennsylvania Code, as applicable.

Borrower: **ROY R RALSTON**

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, he is an attorney for the Plaintiff herein; makes this Verification based upon the facts as supplied to him by the Plaintiff and/or its agents and because the Plaintiff is outside the jurisdiction of the court and the Plaintiff's Verification cannot be obtained within the time allowed for filing of this Motion, and that the facts set forth in the foregoing Motion are true and correct to the best of his knowledge, information and belief.



Attorney for Plaintiff

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 21st day of August, 2008 upon the following:

Girard Kasubick, Esquire
Lehman & Kasubick
611 Brisbin Street
Houtzdale, Pa 16651

David J. Hopkins, Esquire
Hopkins Heltzel LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

W. Bourne Ruthruaff, Esquire
Dana V. Szilier, Esquire
Bennett, Bricklin & Saltzburg, LLC
1601 Market Street, 16th Floor
Philadelphia, PA 19103

By: Patrick Thomas Woodman
Patrick Thomas Woodman
PA I.D. #34507
Weltman, Weinberg & Reis CO., LPA
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff,

Case No.: 07-1134-CD

vs.

ROY R. RALSTON,
Defendant,

vs.

MURRAYS FREIGHTLINER,
Additional Defendant

vs.

DAIMLER TRUCKS NORTH
AMERICA, LLC,
Additional Defendant.

ORDER OF COURT

AND NOW, to-wit, this ____ day of _____, 2008, upon Plaintiff's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Judgment is entered in favor of Plaintiff and against Defendant Roy R. Ralston for \$41,434.13, with continuing interest at 6% per annum from February 22, 2007, plus attorneys' fees of \$1,500.00 and costs.

BY THE COURT

J.

FILED
07/11/17/08
AUG 27 2008

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

William A. Shaw
Prothonotary/Clerk of Courts

Lee Atty. Woodman
Ruthrauff
Kasubick
GP

DAIMLER CHRYSLER FINANCIAL :

-VS-

ROY R. RALSTON

-VS-

No. 07-1134-CD

MURRAYS FREIGHTLINER

-VS-

DAIMLER TRUCKS NORTH
AMERICA, LLC

O R D E R

AND NOW, this 25th day of August, 2008, following argument on Defendant Daimler Trucks North America's Preliminary Objections to Joinder Complaints, it is the ORDER of this Court as follows:

1. The Preliminary Objection to the joinder complaint of Murrays Freightliner as being untimely is hereby dismissed;

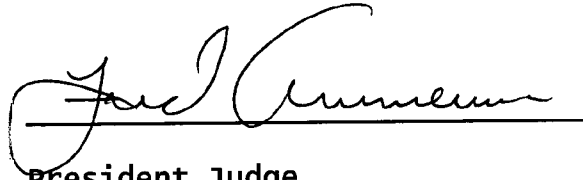
2. The Preliminary Objection to the joinder complaint of Roy R. Ralston as containing insufficient specificity is hereby dismissed;

3. The Preliminary Objection to the joinder complaint of Murrays Freightliner as containing insufficient specificity is hereby granted. Murrays Freightliner shall

have no more than ten (10) days from this date in which to file an Amended Complaint setting forth a cause of action against Daimler Trucks North America with more specificity;

4. The Preliminary Objection to the joinder complaint as being extraneous is hereby dismissed.

BY THE COURT,

A handwritten signature in cursive script, appearing to read "Fred J. ...", is written over a horizontal line.

President Judge

FILED

AUG 27 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/27/08

 You are responsible for serving all appropriate parties.

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

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff

vs.

ROY R. RALSTON,
Defendant

vs.

MURRAYS FREIGHTLINER,
Additional Defendant

vs.

DAIMLER TRUCKS NORTH
AMERICA, LLC,
Additional Defendant

No. 2007-1134 C.D.

Type of Pleading: Amended Complaint
to Join Second Additional Defendant,
Daimler Trucks North America, LLC

Filed on behalf of: Murrays Freightliner,
Additional Defendant

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED^{icc}
012:1561
AUG 28 2008
Atty Helzel
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William A. Shaw
Prothonotary/Clerk of Courts

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

DAIMLERCHRYSLER FINANCIAL,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-1134 C.D.
	:	
ROY R. RALSTON,	:	
Defendant	:	
	:	
vs.	:	
	:	
MURRAYS FREIGHTLINER,	:	
Additional Defendant	:	
	:	
vs.	:	
	:	
DAIMLER TRUCKS NORTH	:	
AMERICA, LLC,	:	
Additional Defendant	:	

NOTICE

TO: DAIMLER TRUCKS NORTH AMERICA, LLC

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Office of the Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, Pennsylvania 16830
(814) 765-2641

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

DAIMLERCHRYSLER FINANCIAL,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-1134 C.D.
	:	
ROY R. RALSTON,	:	
Defendant	:	
	:	
vs.	:	
	:	
MURRAYS FREIGHTLINER,	:	
Additional Defendant	:	
	:	
vs.	:	
	:	
DAIMLER TRUCKS NORTH	:	
AMERICA, LLC,	:	
Additional Defendant	:	

AMENDED COMPLAINT TO JOIN ADDITIONAL DEFENDANT,
DAIMLER TRUCKS NORTH AMERICA, LLC

AND NOW, comes the first Additional Defendant, Murrays Freightliner, by and through its attorneys, Hopkins Heltzel LLP, and files the following Amended Complaint to Join Second Additional Defendant, Daimler Trucks North America, LLC.

1. The Plaintiff, DaimlerChrysler Financial, with corporate offices at Lisle, Illinois 60532 filed a Complaint in this action against the Defendant, Roy R. Ralston, averring a claim of non-payment under a loan agreement. A copy of the Complaint is attached hereto as Exhibit "A".

2. The Defendant is Roy R. Ralston who resides at 3121 Crooked Sewer Road, Osceola Mills, Pennsylvania 16666.

3. The first Additional Defendant, Murrays Freightliner, is a business entity having a place of business at Exit 97, I-80, Route 219N, 1844 Rich Highway, DuBois, Pennsylvania 15801

4. The second Additional Defendant, Daimler Trucks North America, LLC previously Freightliner LLC, is a business entity with its corporate offices at 4747 Channel Avenue, Portland, Oregon 97217.

5. Original Defendant, Roy R. Ralston, filed a Complaint to Join Additional Defendant, Murrays Freightliner, alleging breach of express warranty, breach of implied warranty and breach of warranty of merchantability and fitness of purpose. A copy of which is attached hereto as Exhibit "B" and incorporated herein as if set forth at length.

6. Specifically, paragraph 9 of Roy R. Ralston's Complaint alleges that Mr. Ralston had problems with the 2005 Freightliner truck tractor as follows:

(a) The tires were wearing out much quicker than normal wear and tear [Mr. Ralston] had obtained two sets of tires by April 2006.

(b) The truck tractor spring bushings were out or broke and needed to be replaced by April 2006, and [Murrays Freightliner] refused to cover them under warranty.

(c) Several times in late spring, summer and fall 2006, the Emission EGR valve did not work properly and had to be repaired or replace. [Murrays Freightliner] refused to try and make the repairs in a timely fashion.

(d) On two occasions in the summer of 2006, the truck tractor lost power and [Mr. Ralston] had problems hauling and on the second occasion [Murrays Freightliner] would not work on the truck tractor in a timely fashion.

(e) The alternator needed replaced prior to normal wear and tear.

7. Paragraph 14 of Mr. Ralston's Complaint states: "The 2005 Freightliner truck tractor's problems set forth in paragraph 9 above and incorporated herein by reference thereto resulted in a breach of implied warranty."

8. Paragraph 15 of Mr. Ralston's Complaint states: "The 2005 Freightliner truck tractor's problems set forth in paragraph 9 above and incorporated herein by reference thereto resulted in a breach of warranty of merchantability and fitness of purpose."

9. Additional Defendant Murrays Freightliner did not provide any warranties of the vehicle and all warranties were provided by Additional Defendant, Daimler Trucks North America, LLC. To the extent any warranties were breached. The breach was caused by second Additional Defendant, Daimler Trucks North America, LLC.

10. To the extent the tires, spring bushings, Emission ERG valve, alternator or engine were defective as described in paragraph 9 of Mr. Ralston's Complaint, or in other paragraphs of Mr. Ralston's Complaint, the same were manufactured and assembled by second Additional Defendant, Daimler Trucks North America, LLC.

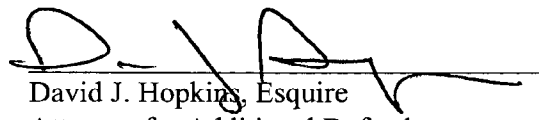
11. At all material times hereto, Murrays Freightliner followed the warranty policy and procedures of second Additional Defendant, Daimler Trucks North America, LLC and any breach thereof was the responsibility of second Additional Defendant, Daimler Trucks North America, LLC.

LLC and any breach thereof was the responsibility of second Additional Defendant, Daimler Trucks North America, LLC.

12. Additional Defendant Murrays Freightliner denies all allegations set forth in Ralston's Complaint. However, in the event the claims of Ralston are upheld, Murrays Freightliner seeks contribution, indemnity and liability against second Additional Defendant, Daimler Trucks North America, LLC.

WHEREFORE, Murrays Freightliner respectfully requests this Honorable Court that in the event judgment is entered against Murrays Freightliner that judgment be entered against Daimler Trucks North America LLC and for such other and further relief as the Honorable Court deems fair, just and equitable.

Respectfully submitted,

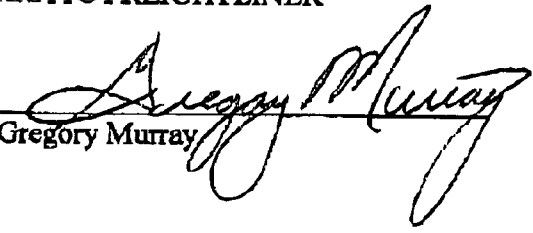


David J. Hopkins, Esquire
Attorney for Additional Defendant

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

MURRAYS FREIGHTLINER

BY: 

Gregory Murray

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

DAIMLERCHRYSLER FINANCIAL

Plaintiff

vs.

ROY R RALSTON

Defendant

No. 2007 - 1134 - CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

PATRICK THOMAS WOODMAN, ESQUIRE

PA I.D. # 34507

WELTMAN, WEINBERG & REIS, CO.

L.P.A.

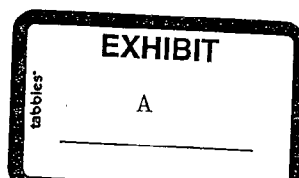
436 SEVENTH AVENUE, SUITE 2718

PITTSBURGH, PA 15219

(412) 434-7955

Fax: 412-338-7130

WWR#05850451



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

DAIMLERCHRYSLER FINANCIAL

Plaintiff

vs.

Civil Action No.

ROY R RALSTON

Defendant

COMPLAINT IN CIVIL ACTION 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. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation having offices in Lisle, IL 60532-0354.

2. Defendant is an adult individual residing at 3121 Crooked Sewer Road,
Osceola, PA 16666

3. On or about 10/25/06, Defendant duly executed a DIRECT PURCHASE MONEY LOAN AND SECURITY AGREEMENT (hereinafter the "Agreement") in favor of DaimlerChrysler Financial, a true and correct copy of said Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.

4. Pursuant to said Contract, Defendant took possession of the vehicle more particularly identified in the Contract as a Freightliner.

5. Plaintiff avers that Defendant is in default of the Agreement by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

6. Plaintiff avers that a balance of \$41,434.13 is due from Defendant as of February 22, 2007.

7. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to interest at the rate of 6% per annum.

8. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees.

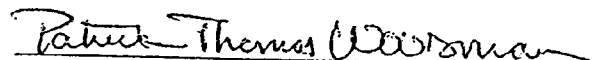
9. Plaintiff avers that such attorneys' fees amount to \$1500.00.

10. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, attorneys' fees, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant, ROY R RALSTON, individually, in the amount of \$41,434.13 with continuing interest thereon at the Contract rate of 6.% per annum from FEBRUARY 22, 2007, plus attorneys' fees of \$1500.00 and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

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


PATRICK THOMAS WOODMAN, ESQUIRE

PA I.D. # 34507

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

436 SEVENTH AVENUE, SUITE 2718
PITTSBURGH, PA 15219

(412)434-7955

Fax: 412-338-7130

WWR#:05850451

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.

Patrick Thomas Woodman

Patrick Thomas Woodman, Esquire

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

DATE: 10/06/2005
QUOTE NO. 161621

100-6136491-000

139173-0001

BORROWER: ROY R RALSTON
(Print Full Name)
3121 CROOKED SEWER ROAD OSCEOLA CLEARFIELD PA 16666
(Street No.) (City) (County) (State) (Zip)

CO-BORROWER:
(Print Full Name)
(Street No.) (City) (County) (State) (Zip)

DEALER: Murray's Ford, Inc.
(Print Full Name)
1844 Rich Highway DuBois PA 15801
(Street No.) (City) (County) (State) (Zip)

LENDER: DaimlerChrysler Services North America LLC, 1011 Warrenville Road, Lisle, Illinois 60532.

I (meaning individually, collectively, and interchangeably, all Borrowers named above, jointly and severally) have entered into a direct loan with Lender to finance the purchase of the following described Equipment. I acknowledge to have accepted delivery of the Equipment in good order without reservation of rights and without implied warranty as to condition, merchantability, and suitability for any purpose. I further acknowledge and certify that I have entered into this loan with Lender, and I intend to use the purchased Equipment, primarily for business or commercial purposes, and not for personal, family, household or agricultural purposes.

DESCRIPTION OF EQUIPMENT:

New/ Used	Make	Model	Serial Number	Body Type	Model Year	Cash Sale Price
N	FREIGHTLINER	FLD12064SD	IFVHALCK75DU79908	TRUCK	2005	\$112,614.00
N	J & J	19'6	TA18815	DUMP	2005	\$0.00

TRADE-IN & DOWNPAYMENT

Make	Model	Serial Number	Body Type	Model Year	Allowance
List Payoff to:			Payoff Amount		\$0.00
			Net Trade-in Allowance		\$0.00
			Cash Downpayment		\$78.50
			TOTAL DOWNPAYMENT		\$78.50

TOTAL OF PAYMENTS CALCULATION

1.	Total Cash Sale Price	\$112,614.00
2.	Less Total Downpayment	\$78.50
3.	Unpaid Balance of Cash Price (1-2)	\$112,535.50
ITEMIZED CHARGES		
	A. Physical Damage Insurance	\$0.00
	B. Credit Life/Disability Insurance	\$0.00
	C. Non-Trucking Liability Insurance	\$0.00
	D. Guaranteed Auto Protection Insurance	\$0.00
	E. Insurance Tax (if applicable)	
	F. Registration/License/Title Fees	\$28.50
	G. Federal Excise Tax	\$13,111.00
	H. Sales Tax	\$0.00
	I. Documentation Fee	\$30.00
	J. Origination Fee	
	K. Other (LIEN FEE)	\$5.00
	L. Other (NEW TIRE FEE)	\$10.00
	M. Other (FUEL TAX FEE)	\$5.00
	N. Business Service Fee ()	\$0.00
4.	Total Itemized Charges (Sum of A through N)	\$13,189.50
5.	Amount Financed (3+4)	\$125,725.00
6.	Finance Charge	\$24,990.80
7.	Total of Payments (5+6)	\$150,715.80

EXHIBIT



Terms and Conditions

QUOTE NO. 161621

1. **Promise to Pay:** I promise to pay to the order of Lender the Total of Payments indicated above, which includes principal (Amount Financed) and precomputed interest (Finance Charge).
2. **Payment Schedule:** My loan is payable in 60 installment payments of \$2,511.93 each, commencing on 11/21/2005 and the 21st day of each successive month thereafter, except as follows: N/A.
3. **Late Payment:** If I fail to make any payment within ten (10) days of the due date, I agree to pay Lender a late payment fee in an amount equal to 5% of the delinquent payment, or such lesser amount as may be limited by law.
4. **Returned Check Charges:** If I make any payment by check, and my check is returned unpaid for any reason, I agree to pay Lender a returned check charge in the amount of \$35.00, or such lesser amount as may be limited by law.
5. **Prepayment:** I may prepay my Indebtedness under this Agreement, less any required rebate of unearned interest, in full at any time. The rebate will be based upon either simple interest or the Rule of 78's, whichever is more favorable to me.
6. **Grant of Security Interest:** In order to secure the prompt and punctual payment and satisfaction of my Indebtedness (as defined herein), I am granting Lender a security interest in the Equipment, and in all accessions, replacements and additions to the Equipment, and in all leases of the Equipment, and in all lease payments, rentals, and rights thereto, and in all proceeds derived from the Equipment, including insurance proceeds and refunds of insurance premiums. I also agree that collateral securing other loans, credit sales and leases that I may have with Lender, whether now or in the future, additionally will secure my Indebtedness under this Agreement. The Equipment, all leases of the Equipment, all lease payments, rentals, and rights thereto, proceeds, and my additional collateral securing other loans, credit sales, and leases with Lender, are individually, collectively and interchangeably referred to under this Agreement as my "Collateral." For purposes of this Agreement, the term "Indebtedness" means: (1) my indebtedness under my loan and under this Agreement for payment of principal, interest, late charges and returned check fees; (2) my indebtedness under any other loans or obligations that I may now and in the future owe to Lender; (3) all additional funds that Lender may advance on my behalf as provided in this Agreement; and (4) Lender's costs and expenses incurred in enforcing Lender's rights under this Agreement, and in protecting and preserving the Collateral, including reimbursement of Lender's reasonable attorney's fees, court costs, and collection expenses. I authorize Lender to perfect its security interest in the Collateral by filing a copy of this Agreement, or a UCC financing statement, and/or title documentation with the proper filing or title office. I agree to reimburse Lender for all filing costs and perfection expenses, as well as for all costs of amending, continuing and terminating such filings.
7. **Covenants:** I agree: (1) not to sell, lease, transfer or assign the Collateral without Lender's prior written consent; (2) not to allow any other security interest or lien to be placed on or to attach to the Collateral; (3) not to make any material changes or alterations to the Equipment without Lender's prior written consent (including replacements, additions, accessories or substitutions); (4) not to remove the Equipment from the state in which I reside or have my principal offices, other than in the ordinary course of business, for a period in excess of sixty (60) consecutive days, without first obtaining Lender's prior written consent; (5) not to retitle the Equipment in another state without first notifying Lender; and (6) if I am a business entity, not to change my name or form or state of organization without first notifying Lender at least thirty (30) days in advance of such change. I further agree: (a) that anything that may be attached to the Equipment will become an accession to the Equipment, and will become part of the Collateral; (b) to make all necessary repairs to, and not to abandon the Equipment; (c) to abide by all laws and rules and regulations with respect to the use and operation of the Equipment, and to obtain all necessary permits and licenses in those jurisdictions where required; (d) to pay all taxes and assessments levied against the Equipment and to furnish Lender with proof of such payments; and (e) to permit Lender to inspect the Equipment at reasonable times.
8. **Insurance:** So long as my Indebtedness remains unpaid and unsatisfied, I agree to maintain insurance on the Equipment, at my expense, and with such coverages and deductible limits as may be required by Lender, and with such financially responsible insurance companies as may be acceptable to Lender. Such insurance shall include: (a) collision coverage; and (b) either (1) comprehensive coverage, or (2) fire, theft and combined additional coverages, on the Equipment, with a deductible not to exceed \$1,000, insuring against loss up to the value of the Equipment at the time of loss. I agree to name Lender as a non-contributory lender loss payee beneficiary and as an additional insured under my insurance policy, which will require at least twenty (20) days advance written notice to Lender before such insurance may lapse, or be reduced or canceled or terminated for any reason. I agree to provide Lender with a copy of my insurance policy along with evidence that I have paid the policy premiums and all renewal premiums. I assign to Lender all proceeds from insurance policies covering the Equipment, including, but not limited to, refunds of unearned premiums of any credit life, credit disability, property or other insurance financed by Lender under this Agreement, and direct the insurance companies to pay such amounts directly to Lender. Lender may apply any such insurance proceeds and returned premiums received to the unpaid balance of my then Indebtedness. I instruct my insurance company to make such payments directly to Lender. I also grant Lender an irrevocable power of attorney, coupled with an interest, to endorse any draft or check received as proceeds of insurance, and if I am then in default, to negotiate and settle any claims I may have with respect to the Equipment. Should I fail to purchase and maintain insurance on the Equipment, or should I fail to do whatever else is required of me under this Agreement, then Lender shall have the right (at Lender's sole option, and without any responsibility or liability to do so) to purchase insurance of such type and coverages, and in such amounts as Lender deems acceptable, and to do such other acts as Lender may deem, within its sole discretion, to be necessary and proper. I agree to immediately reimburse Lender for all additional sums that Lender may advance for such purposes, together with interest thereon at the rate of 18% per annum, or such lesser rate as may be limited by law, from the date of each advance until I repay Lender in full. I authorize Lender to release to third parties any information necessary to facilitate insurance and tax monitoring and insurance placement.

9. **Default and Acceleration:** Lender has the right at its sole option to insist on immediate payment in full of all Indebtedness that I may owe to Lender, less any required rebates of unearned interest, upon the occurrence of any one or more of the following events: (1) if I fail to make any payment under this Agreement when due; or (2) if I am in default under any other provision of this Agreement; or (3) if I am in default under any other loan, extension of credit, or obligation that I may then owe to Lender; or (4) if I should become insolvent, or apply for bankruptcy or other relief from creditors; or (5) if any of the Equipment is seized under process of law; or (6) if any guaranty of my obligations under this Agreement is withdrawn or becomes unenforceable for any reason; or (7) if Lender reasonably believes itself to be insecure in the repayment of this Agreement. After default and acceleration, I agree to continue to pay Lender interest on the then unpaid balance of my Indebtedness at the rate of eighteen (18%) percent per annum, or such lesser rate as may be limited by law.
10. **Default Remedies:** Should I default under this Agreement, and Lender elects to accelerate payment of my Indebtedness, Lender may exercise all of the rights and remedies available to secured creditors generally under the Uniform Commercial Code in effect in the state where the Collateral is then located. I agree to turn over and deliver the Collateral to Lender at my expense, at the time and at the location Lender may demand of me. Alternatively, Lender may enter any premises or other place where the Collateral may be located, and take possession of the Collateral, and all other property then located on or in the Collateral, provided that Lender is able to do so without breach of the peace. Lender may then sell the Collateral without warranty at public or private sale, and apply the sale proceeds to the satisfaction of my Indebtedness. Lender has no obligation to clean-up, repair, or prepare the Collateral for sale. Any requirement that Lender notify me of the sale or other disposition of the Collateral will be satisfied if Lender sends me a written communication at least ten (10) days in advance of the date on which a public sale is scheduled, or within ten (10) days in advance of the time after which a private sale or other disposition may take place.
11. **Waivers:** I and all Guarantors each waive presentment, notice, and demand for payment, and agree that our liability under this Agreement shall be joint and several with each other. We further agree that discharge or release of any party, or Collateral, or any extension of time for payment, or any delay in enforcing Lender's rights, will not cause Lender to lose any of its rights. I expressly waive any right to a jury trial in any dispute regarding or arising out of this Agreement, the sale of the Equipment, or my relationship with Lender or Dealer.
12. **Collection Attorney's Fees and Expenses:** If Lender has to sue me, or if Lender refers my loan to an attorney for collection, I agree to pay Lender reasonable attorney's fees. I further agree to reimburse Lender for its court costs and collection expenses incurred in enforcing Lender's rights under this Agreement.
13. **Savings Clause:** It is Lender's intent to fully comply with all laws and regulations limiting imposition and collection of interest and other fees and charges in connection with my loan. Should I be called upon, or should I ever pay interest or other fees and charges to Lender in excess of the amount(s) and rate(s) permitted, I agree that Lender may cure such violation by crediting any excess amount that I have paid against my then outstanding Indebtedness under this Agreement.
14. **No Agency Relationship; No Right to Assert Claims and Defenses:** I fully understand and unconditionally agree that neither Dealer, the Equipment manufacturer and distributor, nor their employees, are Lender's partners, agents, or representatives, and have no right to commit, bind or obligate Lender in any way. My obligations to Lender under this Agreement are absolute and unconditional, and I have no right to assert against Lender any claims or defenses that I may have against the Dealer, the Equipment manufacturer, distributor, or their employees.
15. **Representations and Warranties:** I represent and warrant to Lender that: (1) my correct legal name and state of residence or organization are listed on page 1 of this Agreement, and I am properly authorized, licensed and in good standing to conduct business in each applicable jurisdiction; (2) none of the preprinted provisions of this Agreement have been altered, modified, or stricken by me or by anyone else; (3) I or my authorized representative properly executed this Agreement in my name and my signature on this Agreement, or that of my authorized representative, is genuine; (4) the amount of the cash downpayment reflected in this Agreement was paid by me to the Dealer in cash prior to the time this Agreement was signed; (5) any trade-in allowance, rebate or incentive payment reflected in this Agreement is bona fide and was applied to the Cash Sale Price of the Equipment; and (6) I have and intend to lease, title, and register the Equipment in the proper state or jurisdiction.
16. **Governing Law:** I agree that this Agreement shall become effective only when it is received and accepted by Lender in the State of Illinois. I further agree that this Agreement and my credit financing of the Equipment shall be governed and construed under the laws of the State of Illinois irrespective of the conflict of laws principles of that state.
17. **Miscellaneous:** In this Agreement, the words "I", "me", "my", "we", "us" and "our" individually, collectively and interchangeably mean each person or entity signing this Agreement as a Borrower, Co-Borrower or Guarantor, their successors and assigns, and all other persons that may be or become obligated under this Agreement. "Lender" means DaimlerChrysler Services North America LLC, and its successors, transferees and assigns. All schedules executed in connection with this Agreement are part of this Agreement. This Agreement and any such schedules constitute the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing signed by all parties. All provisions of this Agreement that are prohibited by applicable law shall be ineffective solely to the extent of such prohibition without invalidating the other provisions of this Agreement. Any waiver of Lender's rights and remedies under this Agreement shall be effective only if specifically agreed by Lender in writing.

I (we) acknowledge receipt of a completed copy of the Agreement, and agree to its terms.

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

Borrower : ROY R RALSTON

Co-Borrower: _____

By (signature): Roy Ralston

By (signature): _____

Title: Individual

Title: _____

QUOTE NO. 161621

GUARANTY

I (we) hereby, jointly, severally and unconditionally guarantee payment of all Indebtedness under this Agreement, and all extensions, substitutions and refinancings thereof, and agree to the Agreement's terms and conditions. I (we) waive any rights that I (we) may have to require DCS to first exhaust its remedies against the Buyer(s), the Collateral, or any other guarantor, before collecting under this Guaranty.

Guarantor Name: _____

Guarantor Name: _____

Guarantor (signature): _____

Guarantor (signature): _____

REQUIRED PROPERTY INSURANCE:

Fire and theft and collision insurance are required until the Agreement is paid in full. I understand that I have the right to choose the agent or broker and the company through whom physical damage insurance required under this Agreement is to be obtained.

☐ Acknowledging the foregoing, I request and authorize Dealer to attempt to obtain those insurance coverages checked below, and for which an annual premium amount is shown, for 0 months from the date hereof and through (name of insurance company):

☐ Collision and one of the following:	_____ Deductible
☐ Comprehensive, or	_____ Deductible
☐ Fire, Theft and CAC	_____ Deductible

Annual Premium: \$0.00

Total Premium:

Extent of Coverage: Minimum of Actual Cash Value. Unless otherwise stated in the policy, proceeds must be payable to Borrower and Lender as their interests may appear.

UNLESS OTHERWISE SPECIFIED HEREIN, THE INSURANCE AFFORDED UNDER THIS AGREEMENT DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS. NO PUBLIC LIABILITY INSURANCE IS ISSUED WITH THIS TRANSACTION.

Disclosures Required Under Illinois Law:

Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

VOLUNTARY CREDIT LIFE AND DISABILITY INSURANCE:

Credit life and disability insurance are not required by Lender. However, such insurance may be purchased through Dealer on a voluntary/elective basis for the following costs:

Credit Life Insurance: ☐ I desire credit life insurance.
Credit Disability Insurance: ☐ I desire credit disability insurance.

Person Proposed for Credit Life/Credit Disability Insurance:

(Signature of Person to be Insured)

Date:

BUSINESS PURPOSE STATEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

COUNTY OF CLEARFIELD

STATE/Commonwealth of PENNSYLVANIA

Borrower certifies under oath and penalty of perjury that Borrower is ☒ an individual or proprietorship ☐ a corporation ☐ a partnership ☐ a limited partnership ☐ a limited liability company ☐ other _____, organized under the laws of the State/Commonwealth of PENNSYLVANIA.

Borrower further certifies that the proceeds of the Borrower's loan obtained from Lender will be used solely to finance the purchase of the described Equipment, and to finance the additional fees and charges provided under this Agreement, and for no other purpose, and that Borrower intends to use the purchased Equipment primarily for business and commercial purposes, and not for personal, family, household or agricultural purposes.

This sworn statement is provided to Lender pursuant to Section 438.61 of the Michigan Compiled Laws Annotated, and Section 10-7.2 of the Pennsylvania Code, as applicable.

Borrower: ROY R RALSTON

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

By (signature):

Roy R. Rabin

Title:

Individual

ACKNOWLEDGEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

Sworn and subscribed to before me this 06TH day of OCTOBER, 2005

Sharon C. Stevenson
Notary Public, CLEARFIELD County, PENNSYLVANIA
My commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sharon C. Stevenson, Notary Public
Sandy Twp., Clearfield County
My Commission Expires Feb. 12, 2006
Member, Pennsylvania Association of Notaries

This Agreement shall be deemed to be received and accepted by DaimlerChrysler Services North America LLC in Lisle, Illinois on the date of funding.

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff

vs.

ROY R. RALSTON,
Defendant

vs.

MURRAYS FREIGHTLINER,
Additional Defendant

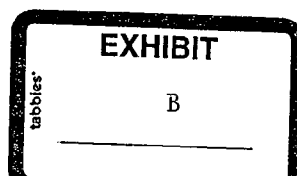
: No.: 2007-1134-CD
: Type of Case: Civil
: Type of Pleading:
: Complaint to Join
: Additional Defendant,
: Murrays Freightliner
: Filed on behalf of:
: Defendant
: Counsel of Record for
: This Party:
: Girard Kasubick, Esq.
: Supreme Court No. 30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840

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

MAR 20 2008

Attest.

William A. B...
Prothonotary/
Clerk of Courts



MURRAYS FREIGHTLINER,
Additional Defendant:

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action 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's Office
Clearfield County Court House
Clearfield, PA 16830
(814) 765-2641

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

DAIMLERCHRYSLER FINANCIAL, :
Plaintiff :
vs. : No. 2007-1134-CD
ROY R. RALSTON, :
Defendant :
vs. :
MURRAYS FREIGHTLINER, :
Additional Defendant :

COMPLAINT TO JOIN ADDITIONAL
DEFENDANT, MURRAYS FREIGHTLINER

AND NOW, comes, the original Defendant, Roy R. Ralston, by and through his Attorney, Girard Kasubick, Esq., and files the following Complaint to Join Additional Defendant:

1. The Plaintiff, DaimlerChrysler Financial, with corporate offices at Lisle, Illinois 60532 filed a Complaint in this action against the Defendant, Roy R. Ralston, averring a claim of non-payment under a Loan Agreement. A copy of the Complaint is attached hereto and marked Exhibit "A".

2. The Defendant is Roy R. Ralston who resides at 3121 Crooked Sewer Road, Osceola Mills, Pennsylvania 16666.

✓ 3. The Additional Defendant, Murrays Freightliner, is a business entity having a place of business at Exit 97 I-80, Route 219N, 1844 Rich Highway, DuBois, Pennsylvania 15801.

✓ 4. The Defendant is filing an Answer and New Matter to Plaintiff's Complaint concurrently with this Complaint to Join Additional Defendant, a copy of which is attached hereto and marked Exhibit "B".

✓ 5. On or about October 6, 2005, Defendant purchased a 2005 Freightliner, Model FLD12064SD, VIN No. 1FVHALCK75DU79908 Truck Tractor from the Additional Defendant for \$125,725.00, including taxes and costs, a copy of the purchase order^t is attached hereto and marked Exhibit "C".

6. Defendant took possession of the 2005 Freightliner Truck Tractor on or about October 6, 2005.

7. Additional Defendant stated and informed the Defendant that the aforesaid 2005 Freightliner Truck Tractor has a one year complete or nose to nose warranty.

2 8. By late 2005 and early 2006 the Defendant began to have problems with the 2005 Freightliner Truck Tractor purchased.

9. The problems Defendant had with the 2005 Freightliner Truck Tractor were as follows:

a). The tires were wearing out much quicker than normal wear and tear, and Defendant had obtained two sets of tires by April 2006.

b). The Truck Tractor spring bushings wore out or broke and needed to be replaced by April 2006, and Additional Defendant refused to cover them under warranty.

c). Several times in late spring, summer, and fall 2006 the Emission EGR valve did not work properly and had to be repaired or replaced. Additional Defendant refused to try and make these repairs in a timely fashion.

d). On two occasions in the summer of 2006 the Truck Tractor lost power and Defendant had problems hauling and on the second occasion Additional Defendant would not work on the Truck Tractor in a timely fashion.

10 e). The alternator needed replaced prior to normal wear and tear.

10. The said 2005 Freightliner Truck Tractor was down and in for repairs numerous times between October 2005 and November 2006 which resulted in loss of income to Defendant.

11. On or about November 9, 2006, Defendant gave back possession of the 2005 Freightliner Truck Tractor to Additional Defendant who would not make timely repairs to it when problems again arose with the Emission EGR value.

12. The Additional Defendant took back the 2005 Freightliner Truck Tractor and rejected the contract being Exhibit "C" attached hereto.

13. The 2005 Freightliner Truck Tractor's problems set forth in Paragraph 9 above and incorporated herein by reference thereto resulted in a breach of express warranty.

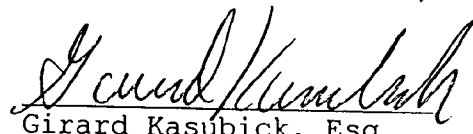
14. The 2005 Freightliner Truck Tractor's problems set forth in Paragraph 9 above and incorporated herein by reference thereto resulted in a breach of implied warranty.

15. The 2005 Freightliner Truck Tractor's problems set forth in Paragraph 9 above and incorporated herein by reference thereto resulted in a breach of warranty of merchantability and fitness of purpose.

16. The Defendant asserts the right of contribution, indemnity and liability against the Additional Defendant solely and/or jointly on the underlying action of the Plaintiff in the amount of \$41,434.13 plus any interest, attorney fees and costs set forth by Plaintiff.

WHEREFORE, Defendant requests your Honorable Court to enter judgment against the Additional Defendant, Murrays Freightliner, and in favor of Defendant on any claims or awards to Plaintiff or other relief your Honorable Court grants to Plaintiff.

Respectfully submitted,



Girard Kasubick, Esq.
Attorney for Defendant,
Roy R. Ralston

VERIFICATION

I verify that the statements made in the foregoing Complaint to Join Additional Defendant, Murrays Freightliner is true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

Roy R. Ralston
Roy R. Ralston

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

DAIMLERCHRYSLER FINANCIAL

Plaintiff

vs.

ROY R RALSTON

Defendant

- RON WENDELL

No. 2007 - 1134 - CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

DIRECT 412-338-7125

~~ASST~~

PATRICK THOMAS WOODMAN, ESQUIRE

PA I.D. # 34507

WELTMAN, WEINBERG & REIS, CO.

L.P.A.

436 SEVENTH AVENUE, SUITE 2718

PITTSBURGH, PA 15219

(412) 434-7955

Fax: 412-338-7130

CALLER 4/2/08 12:16pm
MESS

WWR#05850451

CAN'T REMOVE US FROM
LAW SUIT. MUST CONTACT

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

DAIMLERCHRYSLER FINANCIAL

Plaintiff

vs.

Civil Action No.

ROY R RALSTON

Defendant

COMPLAINT IN CIVIL ACTION 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. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation having offices in LISLE, IL 60532-0354.

2. Defendant is an adult individual residing at 3121 CROOKED SEWER ROAD,
OSCEOLA, PA 16666 .

3. On or about 10/25/06, Defendant duly executed a DIRECT PURCHASE MONEY LOAN
AND SECURITY AGREEMENT (hereinafter the "Agreement") in favor of DAIMLERCHRYSLER
FINANCIAL, a true and correct copy of said Agreement is attached hereto, marked as Exhibit "1" and
made a part hereof.

4. Pursuant to said Contract, Defendant took possession of the vehicle more particularly
identified in the Contract as a FREIGHTLINER.

5. Plaintiff avers that Defendant is in default of the Agreement by having not made payment
to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

6. Plaintiff avers that a balance of \$41,434.13 is due from Defendant as of FEBRUARY 22,
2007.

7. Plaintiff avers that the Agreement between the parties provides that Plaintiff is entitled to
interest at the rate of 6.% per annum.

8. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees.

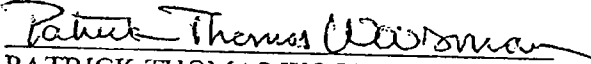
9. Plaintiff avers that such attorneys' fees amount to \$1500.00.

10. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, attorneys' fees, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant, ROY R RALSTON, individually, in the amount of \$41,434.13 with continuing interest thereon at the Contract rate of 6.% per annum from FEBRUARY 22, 2007, plus attorneys' fees of \$1500.00 and costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

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


PATRICK THOMAS WOODMAN, ESQUIRE

PA I.D. # 34507

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

436 SEVENTH AVENUE, SUITE 2718
PITTSBURGH, PA 15219

(412)434-7955

Fax: 412-338-7130

WWR#:05850451

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.

Patrick Thomas Woodman

Patrick Thomas Woodman, Esquire

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

DATE: 10/06/2005
QUOTE NO. 161621

100-6136491-000 139173-0001

BORROWER:

ROY R RALSTON

(Print Full Name)

3121 CROOKED SEWER ROAD

OSCEOLA
MILLS

CLEARFIELD

PA

16666

(Street No.)

(City)

(County)

(State)

(Zip)

CO-BORROWER:

(Print Full Name)

(Street No.)

(City)

(County)

(State)

(Zip)

DEALER:

Murray's Ford, Inc.

(Print Full Name)

1844 Rich Highway

DuBois

PA

15801

(Street No.)

(City)

(County)

(State)

(Zip)

LENDER: DaimlerChrysler Services North America LLC, 1011 Walgreenville Road, Lisle, Illinois 60532.

I (meaning individually, collectively, and interchangeably, all Borrowers named above, jointly and severally) have entered into a direct loan with Lender to finance the purchase of the following described Equipment. I acknowledge to have accepted delivery of the Equipment in good order without reservation of rights and without implied warranty as to condition, merchantability, and suitability for any purpose. I further acknowledge and certify that I have entered into this loan with Lender, and I intend to use the purchased Equipment, primarily for business or commercial purposes, and not for personal, family, household or agricultural purposes.

DESCRIPTION OF EQUIPMENT:

New/Used	Make	Model	Serial Number	Body Type	Model Year	Cash Sale Price
N	FREIGHTLINER	FLD12064SD	IFVHALCK75DU79908	TRUCK	2005	\$112,614.00
N	J & J	196	TA18815	DUMP	2005	\$0.00

TRADE-IN & DOWNPAYMENT

Make	Model	Serial Number	Body Type	Model Year	Allowance
List Payoff to:				Payoff Amount	\$0.00
				Net Trade-in Allowance	\$0.00
				Cash Downpayment	\$78.50
				TOTAL DOWNPAYMENT	\$78.50

TOTAL OF PAYMENTS CALCULATION

1.	Total Cash Sale Price	\$112,614.00
2.	Less Total Downpayment	\$78.50
3.	Unpaid Balance of Cash Price (1-2)	\$112,535.50
ITEMIZED CHARGES		
	A. Physical Damage Insurance	\$0.00
	B. Credit Life/Disability Insurance	\$0.00
	C. Non-Trucking Liability Insurance	\$0.00
	D. Guaranteed Auto Protection Insurance	\$0.00
	E. Insurance Tax (if applicable)	
	F. Registration/License/Title Fees	\$28.50
	G. Federal Excise Tax	\$13,111.00
	H. Sales Tax	\$0.00
	I. Documentation Fee	\$30.00
	J. Origination Fee	
	K. Other (LIEN FEE)	\$5.00
	L. Other (NEW TIRE FEE)	\$10.00
	M. Other (FUEL TAX FEE)	\$5.00
	N. Business Service Fee ()	\$0.00
4.	Total Itemized Charges (Sum of A through N)	\$13,189.50
5.	Amount Financed (3+4)	\$125,725.00
6.	Finance Charge	\$24,990.80
7.	Total of Payments (5+6)	\$150,715.80

EXHIBIT



TFFF1757 MI PA (01/06/05) F&I Pro

Page 3

Terms and Conditions

QUOTE NO. 161621

1. **Promise to Pay:** I promise to pay to the order of Lender the Total of Payments indicated above, which includes principal (Amount Financed) and precomputed interest (Finance Charge).
2. **Payment Schedule:** My loan is payable in 60 installment payments of \$2,511.93 each, commencing on 11/21/2005 and the 21st day of each successive month thereafter, except as follows: N/A.
3. **Late Payment:** If I fail to make any payment within ten (10) days of the due date, I agree to pay Lender a late payment fee in an amount equal to 5% of the delinquent payment, or such lesser amount as may be limited by law.
4. **Returned Check Charges:** If I make any payment by check, and my check is returned unpaid for any reason, I agree to pay Lender a returned check charge in the amount of \$35.00, or such lesser amount as may be limited by law.
5. **Prepayment:** I may prepay my Indebtedness under this Agreement, less any required rebate of unearned interest, in full at any time. The rebate will be based upon either simple interest or the Rule of 78's, whichever is more favorable to me.
6. **Grant of Security Interest:** In order to secure the prompt and punctual payment and satisfaction of my Indebtedness (as defined herein), I am granting Lender a security interest in the Equipment, and in all accessions, replacements and additions to the Equipment, and in all leases of the Equipment, and in all lease payments, rentals, and rights thereto, and in all proceeds derived from the Equipment, including insurance proceeds and refunds of insurance premiums. I also agree that collateral securing other loans, credit sales and leases that I may have with Lender, whether now or in the future, additionally will secure my Indebtedness under this Agreement. The Equipment, all leases of the Equipment, all lease payments, rentals, and rights thereto, proceeds, and my additional collateral securing other loans, credit sales, and leases with Lender, are individually, collectively and interchangeably referred to under this Agreement as my "Collateral." For purposes of this Agreement, the term "Indebtedness" means: (1) my indebtedness under my loan and under this Agreement for payment of principal, interest, late charges and returned check fees; (2) my indebtedness under any other loans or obligations that I may now and in the future owe to Lender; (3) all additional funds that Lender may advance on my behalf as provided in this Agreement; and (4) Lender's costs and expenses incurred in enforcing Lender's rights under this Agreement, and in protecting and preserving the Collateral, including reimbursement of Lender's reasonable attorney's fees, court costs, and collection expenses. I authorize Lender to perfect its security interest in the Collateral by filing a copy of this Agreement, or a UCC financing statement, and/or title documentation with the proper filing or title office. I agree to reimburse Lender for all filing costs and perfection expenses, as well as for all costs of amending, continuing and terminating such filings.
7. **Covenants:** I agree: (1) not to sell, lease, transfer or assign the Collateral without Lender's prior written consent; (2) not to allow any other security interest or lien to be placed on or to attach to the Collateral; (3) not to make any material changes or alterations to the Equipment without Lender's prior written consent (including replacements, additions, accessories or substitutions); (4) not to remove the Equipment from the state in which I reside or have my principal offices, other than in the ordinary course of business, for a period in excess of sixty (60) consecutive days, without first obtaining Lender's prior written consent; (5) not to retitle the Equipment in another state without first notifying Lender; and (6) if I am a business entity, not to change my name or form or state of organization without first notifying Lender at least thirty (30) days in advance of such change. I further agree: (a) that anything that may be attached to the Equipment will become an accession to the Equipment, and will become part of the Collateral; (b) to make all necessary repairs to, and not to abandon the Equipment; (c) to abide by all laws and rules and regulations with respect to the use and operation of the Equipment, and to obtain all necessary permits and licenses in those jurisdictions where required; (d) to pay all taxes and assessments levied against the Equipment and to furnish Lender with proof of such payments; and (e) to permit Lender to inspect the Equipment at reasonable times.
8. **Insurance:** So long as my Indebtedness remains unpaid and unsatisfied, I agree to maintain insurance on the Equipment, at my expense, and with such coverages and deductible limits as may be required by Lender, and with such financially responsible insurance companies as may be acceptable to Lender. Such insurance shall include: (a) collision coverage; and (b) either (1) comprehensive coverage, or (2) fire, theft and combined additional coverages, on the Equipment, with a deductible not to exceed \$1,000, insuring against loss up to the value of the Equipment at the time of loss. I agree to name Lender as a non-contributory lender loss payee beneficiary and as an additional insured under my insurance policy, which will require at least twenty (20) days advance written notice to Lender before such insurance may lapse, or be reduced or canceled or terminated for any reason. I agree to provide Lender with a copy of my insurance policy along with evidence that I have paid the policy premiums and all renewal premiums. I assign to Lender all proceeds from insurance policies covering the Equipment, including, but not limited to, refunds of unearned premiums of any credit life, credit disability, property or other insurance financed by Lender under this Agreement, and direct the insurance companies to pay such amounts directly to Lender. Lender may apply any such insurance proceeds and returned premiums received to the unpaid balance of my then Indebtedness. I instruct my insurance company to make such payments directly to Lender. I also grant Lender an irrevocable power of attorney, coupled with an interest, to endorse any draft or check received as proceeds of insurance, and if I am then in default, to negotiate and settle any claims I may have with respect to the Equipment. Should I fail to purchase and maintain insurance on the Equipment, or should I fail to do whatever else is required of me under this Agreement, then Lender shall have the right (at Lender's sole option, and without any responsibility or liability to do so) to purchase insurance of such type and coverages, and in such amounts as Lender deems acceptable, and to do such other acts as Lender may deem, within its sole discretion, to be necessary and proper. I agree to immediately reimburse Lender for all additional sums that Lender may advance for such purposes, together with interest thereon at the rate of 18% per annum, or such lesser rate as may be limited by law, from the date of each advance until I repay Lender in full. I authorize Lender to release to third parties any information necessary to facilitate insurance and tax monitoring and insurance placement.

9. **Default and Acceleration:** Lender has the right at its sole option to insist on immediate payment in full of all Indebtedness that I may owe to Lender, less any required rebates of unearned interest, upon the occurrence of any one or more of the following events: (1) if I fail to make any payment under this Agreement when due; or (2) if I am in default under any other provision of this Agreement; or (3) if I am in default under any other loan, extension of credit, or obligation that I may then owe to Lender; or (4) if I should become insolvent, or apply for bankruptcy or other relief from creditors; or (5) if any of the Equipment is seized under process of law; or (6) if any guaranty of my obligations under this Agreement is withdrawn or becomes unenforceable for any reason; or (7) if Lender reasonably believes itself to be insecure in the repayment of this Agreement. After default and acceleration, I agree to continue to pay Lender interest on the then unpaid balance of my Indebtedness at the rate of eighteen (18%) percent per annum, or such lesser rate as may be limited by law.
10. **Default Remedies:** Should I default under this Agreement, and Lender elects to accelerate payment of my Indebtedness, Lender may exercise all of the rights and remedies available to secured creditors generally under the Uniform Commercial Code in effect in the state where the Collateral is then located. I agree to turn over and deliver the Collateral to Lender at my expense, at the time and at the location Lender may demand of me. Alternatively, Lender may enter any premises or other place where the Collateral may be located, and take possession of the Collateral, and all other property then located on or in the Collateral, provided that Lender is able to do so without breach of the peace. Lender may then sell the Collateral without warranty at public or private sale, and apply the sale proceeds to the satisfaction of my Indebtedness. Lender has no obligation to clean-up, repair, or prepare the Collateral for sale. Any requirement that Lender notify me of the sale or other disposition of the Collateral will be satisfied if Lender sends me a written communication at least ten (10) days in advance of the date on which a public sale is scheduled, or within ten (10) days in advance of the time after which a private sale or other disposition may take place.
11. **Waivers:** I and all Guarantors each waive presentment, notice, and demand for payment, and agree that our liability under this Agreement shall be joint and several with each other. We further agree that discharge or release of any party, or Collateral, or any extension of time for payment, or any delay in enforcing Lender's rights, will not cause Lender to lose any of its rights. I expressly waive any right to a jury trial in any dispute regarding or arising out of this Agreement, the sale of the Equipment, or my relationship with Lender or Dealer.
12. **Collection Attorney's Fees and Expenses:** If Lender has to sue me, or if Lender refers my loan to an attorney for collection, I agree to pay Lender reasonable attorney's fees. I further agree to reimburse Lender for its court costs and collection expenses incurred in enforcing Lender's rights under this Agreement.
13. **Savings Clause:** It is Lender's intent to fully comply with all laws and regulations limiting imposition and collection of interest and other fees and charges in connection with my loan. Should I be called upon, or should I ever pay interest or other fees and charges to Lender in excess of the amount(s) and rate(s) permitted, I agree that Lender may cure such violation by crediting any excess amount that I have paid against my then outstanding Indebtedness under this Agreement.
14. **No Agency Relationship; No Right to Assert Claims and Defenses:** I fully understand and unconditionally agree that neither Dealer, the Equipment manufacturer and distributor, nor their employees, are Lender's partners, agents, or representatives, and have no right to commit, bind or obligate Lender in any way. My obligations to Lender under this Agreement are absolute and unconditional, and I have no right to assert against Lender any claims or defenses that I may have against the Dealer, the Equipment manufacturer, distributor, or their employees.
15. **Representations and Warranties:** I represent and warrant to Lender that: (1) my correct legal name and state of residence or organization are listed on page 1 of this Agreement, and I am properly authorized, licensed and in good standing to conduct business in each applicable jurisdiction; (2) none of the preprinted provisions of this Agreement have been altered, modified, or stricken by me or by anyone else; (3) I or my authorized representative properly executed this Agreement in my name and my signature on this Agreement, or that of my authorized representative, is genuine; (4) the amount of the cash downpayment reflected in this Agreement was paid by me to the Dealer in cash prior to the time this Agreement was signed; (5) any trade-in allowance, rebate or incentive payment reflected in this Agreement is bona fide and was applied to the Cash Sale Price of the Equipment; and (6) I have and intend to lease, title, and register the Equipment in the proper state or jurisdiction.
16. **Governing Law:** I agree that this Agreement shall become effective only when it is received and accepted by Lender in the State of Illinois. I further agree that this Agreement and my credit financing of the Equipment shall be governed and construed under the laws of the State of Illinois irrespective of the conflict of laws principles of that state.
17. **Miscellaneous:** In this Agreement, the words "I", "me", "my", "we", "us" and "our" individually, collectively and interchangeably mean each person or entity signing this Agreement as a Borrower, Co-Borrower or Guarantor, their successors and assigns, and all other persons that may be or become obligated under this Agreement. "Lender" means DaimlerChrysler Services North America LLC, and its successors, transferees and assigns. All schedules executed in connection with this Agreement are part of this Agreement. This Agreement and any such schedules constitute the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing signed by all parties. All provisions of this Agreement that are prohibited by applicable law shall be ineffective solely to the extent of such prohibition without invalidating the other provisions of this Agreement. Any waiver of Lender's rights and remedies under this Agreement shall be effective only if specifically agreed by Lender in writing.

I (we) acknowledge receipt of a completed copy of the Agreement, and agree to its terms.

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

Borrower : ROY R RALSTON

Co-Borrower: _____

By (signature): Roy Ralston

By (signature): _____

Title: Individual

Title: _____

QUOTE NO. 161621

GUARANTY

I (we) hereby, jointly, severally and unconditionally guarantee payment of all Indebtedness under this Agreement, and all extensions, substitutions and refinancings thereof, and agree to the Agreement's terms and conditions. I (we) waive any rights that I (we) may have to require DCS to first exhaust its remedies against the Buyer(s), the Collateral, or any other guarantor, before collecting under this Guaranty.

Guarantor Name: _____

Guarantor Name: _____

Guarantor (signature): _____

Guarantor (signature): _____

REQUIRED PROPERTY INSURANCE:

Fire and theft and collision insurance are required until the Agreement is paid in full. I understand that I have the right to choose the agent or broker and the company through whom physical damage insurance required under this Agreement is to be obtained.

☐ Acknowledging the foregoing, I request and authorize Dealer to attempt to obtain those insurance coverages checked below, and for which an annual premium amount is shown, for 0 months from the date hereof and through (name of insurance company):

☐ Collision and one of the following:	_____ Deductible
☐ Comprehensive, or	_____ Deductible
☐ Fire, Theft and CAC	_____ Deductible

Annual Premium: \$0.00

Total Premium:

Extent of Coverage: Minimum of Actual Cash Value. Unless otherwise stated in the policy, proceeds must be payable to Borrower and Lender as their interests may appear.

UNLESS OTHERWISE SPECIFIED HEREIN, THE INSURANCE AFFORDED UNDER THIS AGREEMENT DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS. NO PUBLIC LIABILITY INSURANCE IS ISSUED WITH THIS TRANSACTION.

Disclosures Required Under Illinois Law:

Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

VOLUNTARY CREDIT LIFE AND DISABILITY INSURANCE:

Credit life and disability insurance are not required by Lender. However, such insurance may be purchased through Dealer on a voluntary/elective basis for the following costs:

Credit Life Insurance: ☐ I desire credit life insurance.

Credit Disability Insurance: ☐ I desire credit disability insurance.

Person Proposed for Credit Life/Credit Disability Insurance:

(Signature of Person to be Insured)

Date:

BUSINESS PURPOSE STATEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

COUNTY OF CLEARFIELD

STATE/COMMONWEALTH OF PENNSYLVANIA

Borrower certifies under oath and penalty of perjury that Borrower is ☒ an individual or proprietorship ☐ a corporation ☐ a partnership ☐ a limited partnership ☐ a limited liability company ☐ other _____, organized under the laws of the State/Commonwealth of PENNSYLVANIA.

Borrower further certifies that the proceeds of the Borrower's loan obtained from Lender will be used solely to finance the purchase of the described Equipment, and to finance the additional fees and charges provided under this Agreement, and for no other purpose, and that Borrower intends to use the purchased Equipment primarily for business and commercial purposes, and not for personal, family, household or agricultural purposes.

This sworn statement is provided to Lender pursuant to Section 438.61 of the Michigan Compiled Laws Annotated, and Section 10-7.2 of the Pennsylvania Code, as applicable.

Borrower: ROY R RALSTON

DaimlerChrysler Services
Truck Finance

DaimlerChrysler Services North America LLC
Direct Purchase Money Loan and Security Agreement

By (signature):

Roy R. Roberts

Title:

Individual

ACKNOWLEDGEMENT

(Required for individual purchasers in Michigan and for all purchasers in Pennsylvania)

Sworn and subscribed to before me this 06TH day of OCTOBER, 2005

Notary Public, CLEARFIELD County, PENNSYLVANIA

My commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sharon C. Stevenson, Notary Public
Sandy Twp., Clearfield County
My Commission Expires Feb. 12, 2006
Member, Pennsylvania Association of Notaries

This Agreement shall be deemed to be received and accepted by DaimlerChrysler Services North America LLC in Lisle, Illinois on the date of funding.

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff

vs.

ROY R. RALSTON,
Defendant

: No.: 2007-1134-CD
: Type of Case: Civil
: Type of Pleading:
: Answer and New Matter
: to Plaintiff's Complaint
: Filed on behalf of:
: Defendant
: Counsel of Record for
: This Party:
: Girard Kasubick, Esq.
: Supreme Court No. 30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff

vs.

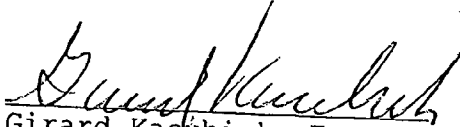
ROY R. RALSTON,
Defendant

:
:
: No.: 2007-1134-CD
:
:
:

NOTICE TO PLEAD

To: DaimlerChrysler Financial

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


Girard Kasubick, Esq.
Attorney for Defendant
611 Brisbin Street
Houtzdale, PA 16651
(814) 378-7840

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

DAIMLERCHRYSLER FINANCIAL,
Plaintiff

vs.

ROY R. RALSTON,
Defendant

:
:
: No.: 2007-1134-CD
:
:
:
:

ANSWER AND NEW MATTER TO PLAINTIFF'S COMPLAINT

AND NOW, comes, Roy R. Ralston, Defendant, by and through his Attorney, Girard Kasubick, Esq., and files the following Answer and New Matter to Plaintiff's Complaint:

1. Admitted.
2. Admitted; however, the town is Osceola Mills, Pennsylvania.
3. Admitted in part and denied in part. It is admitted that the Defendant executed the Direct Purchase Money Loan and Security Agreement with the Plaintiff for the purchase of a 2005 Freightliner. It is denied that the Agreement was on or about October 25, 2006 and it is dated October 6, 2005.
4. Admitted.

5. Admitted in part and denied in part. It is admitted all payments have not been made. It is denied the entire balance is due from Defendant for the reasons set forth in New Matter and the Complaint to Join Additional Defendant which are incorporated herein as though set forth fully herein.

6. Denied. Defendant after reasonable investigation is without knowledge or information to form a belief as to this averment and proof thereof is demanded.

7. Denied. The Agreement attached as Exhibit "1" to Plaintiff's Complaint contains no interest rate, but only a set finance charge amount.

8. Admitted in part and denied in part. It is admitted the Agreement states payment of attorney fees, but it is denied Defendant is obligated to pay said fees for the reasons set forth in the New Matter and Complaint to Join Additional Defendant which are incorporated herein as though set forth fully herein.

9. Denied. Defendant after reasonable investigation is without knowledge or information to form a belief as to this averment and proof thereof is demanded.

10. Admitted. Defendant incorporates the New Matter and Complaint to Join Additional Defendant herein

as though fully set forth herein as further answer hereto.

WHEREFORE, Defendant requests your Honorable Court to enter judgment in favor of Defendant and against the Plaintiff.

NEW MATTER

11. On or about October 6, 2005, Defendant purchased a 2005 Freightliner, Model FLD12064SD, VIN No. 1FVHALCK75DU79908 Truck Tractor from Murrays Freightliner of 1844 Rich Highway, DuBois, Pennsylvania 15801.

12. The financing for the purchase noted in Paragraph 11 above was under the Agreement attached as Exhibit "1" to Plaintiff's Complaint.

13. After Defendant took possession of the Truck Tractor and while under warranty Defendant encountered numerous problems with the Truck Tractor as follows:

a). Tires wore out much quicker than normal tire wear and tear.

b). Truck Tractor spring bushings wore out and needed to be replaced prior to normal wear and tear.

c). Emission EGR valve did not work properly and needed repair or replacement on several occasions.

d). On several occasions the Truck Tractor lost power and needed repaired.

e). Alternator needed replaced prior to normal wear and tear.

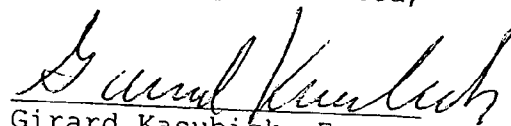
14. The said Truck Tractor was down and in for repairs numerous times which resulted in loss of income to Defendant.

15. On or about November 9, 2006, Defendant gave back possession of the Truck Tractor to Murrays Freightliner who would not continue to make repairs.

16. Defendant is joining Murrays Freightliner as an additional Defendant to this action as a party liable on the underlying cause of this action.

WHEREFORE, Defendant requests your Honorable Court to enter judgment in favor of Defendant and against the Plaintiff and Additional Defendant.

Respectfully submitted,



Girard Kasubick, Esq.
Attorney for Defendant,
Roy R. Ralston

VERIFICATION

I verify that the statements made in the foregoing Answer and New Matter to Plaintiff's Complaint is true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.

Roy R. Ralston



MURRAY'S FREIGHTLINER

Exit 97 I-80 Rt. 219N • 1844 Rich Hwy.
DuBois, PA 15801
(814) 375-9090 • (888) 371-9707
Fax (814) 375-0494



PURCHASER'S NAME ROY R RALSTON		SOC. SEC. NO.	DATE 10/06/2005
PURCHASER'S ADDRESS 3121 CROOKED SEWER ROAD		D.O.B.	RESIDENCE PHONE
CITY, STATE & ZIP OSCEOLA MILLS, PA 16666		LIC. NO.	BUSINESS PHONE 814-339-6930

VEHICLE BEING PURCHASED		CASH DELIVERED PRICE OF VEHICLE	\$ 112,614 00
PLEASE ENTER MY ORDER FOR THE FOLLOWING	☒ NEW ☐ CAR ☐ USED ☒ TRUCK ☐ DEMO ☐	STOCK NO. 54091	FET TAX @ 12%
YEAR 2005	MAKE FREIGHTLINER	MILEAGE 306	13,111 00
MODEL OR SERIES FLD12064SD	BODY TYPE DUMP		
COLOR SLATE GRAY	TRIM GRAY		
VIN 1FVHALCK75D079908	ENG. TYPE DETROIT		
TO BE DELIVERED ON OR ABOUT 10/06/2005	SALESMAN TIM MAGRINI		
IF A NEW VEHICLE SALE . . . The only warranties applying to this vehicle are those offered by the manufacturer.			
IF USED VEHICLE SALE-CHECK APPROPRIATE BOX ☐ AS IS: This Vehicle is sold "as is" by us. This motor vehicle is sold as is without any warranty. The purchaser will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle. OR ☐ The only Dealer Warranty on this Vehicle is the Limited Warranty which is issued with and made a part of this order form.			
CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY			
"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."			
USED VEHICLE TRADED IN AND/OR OTHER CREDIT			
YEAR N/A	MAKE OF TRADE-IN	MILEAGE	
MODEL OR SERIES		BODY TYPE	
COLOR		TRIM	
VIN		ENG. TYPE	
Balance Owed To:			
Address:		Cash Price of Vehicle & Accessories \$ 125,725 00	
Used Trade-In Allowance	\$ N/A	STATE AND LOCAL TAXES (If any) EXEMPT	
Balance Owed on Trade-In	N/A	Documentary Fee /NEW TIRE FEE/FUEL TAX 45 00	
Net Allowance on Used Trade-In	\$ N/A	License, License Transfer, Title, Registration Fee 22.50/6/5 33 50	
Deposit or Credit Balance	0 00	TOTAL PRICE OF UNIT \$ 125,803 50	
Cash with Order	\$ 78 50	TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN) \$ 78 50	
TOTAL CREDIT (Transfer to Right Column)	\$ 78 50	UNPAID CASH BALANCE DUE ON DELIVERY \$ 125,725 00	
MEMO:			

Purchaser agrees that his Order on the face and reverse side hereof and any attachments hereto includes all the terms and conditions, that this Order cancels and supercedes any prior agreements and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of the Order. IF A DOCUMENTARY FEE OR PREPARATION CHARGE IS MADE, YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC SERVICE PERFORMED. Dealers may not charge customers for services which are paid by the manufacturer.

Accepted By: **10/06/2005** *[Signature]* **10/06/2005** *[Signature]*
Date Dealer or His Authorized Representative Date Purchaser's Signature

"THANK YOU - WE APPRECIATE YOUR BUSINESS"
RETAIL ORDER FOR A MOTOR VEHICLE

EXHIBIT "C"

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS FORM.

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

DAIMLERCHRYSLER FINANCIAL,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-1134 C.D.
	:	
ROY R. RALSTON,	:	
Defendant	:	
	:	
vs.	:	
	:	
MURRAYS FREIGHTLINER,	:	
Additional Defendant	:	
	:	
vs.	:	
	:	
DAIMLER TRUCKS NORTH	:	
AMERICA, LLC,	:	
Additional Defendant	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Amended Complaint to Join Additional Defendant Daimler Trucks North America, LLC, filed on behalf of Additional Defendant, Murrays Freightliner, was served on the 27th day of August 2008, on all counsel of record by first-class mail, postage prepaid addressed as follows:

Patrick Thomas Woodman, Esquire
Weltman, Weinberg & Reis, Co.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

W. Bouren Ruthrauff, Esquire
Dana V. Szilier, Esquire
Bennett, Bricklin & Saltzburg, LLP
1601 Market Street, 16th Floor
Philadelphia, PA 19103

Girard Kasubick, Esquire
Lehman & Kasubick
611 Brisbin Street
Houtzdale, PA 16651

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801

UM

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

DAIMLER CHRYSLER FINANCIAL,

Plaintiff,

vs.

ROY L RALSTON,

Defendant.

vs.

MURRAYS FREIGHTLINER,

Additional Defendant,

DAIMLER TRUCKS NORTH
AMERICA, LLC.

Additional Defendant

Case No.: 07-1134-CD

TYPE OF PLEADING:

PRAECIPE TO SCHEDULE

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R. Bibler, Esquire
PA I.D. #93598
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED

MA 11:58 a.m. GK

AUG 26 2008

NO CC

William A. Shaw
Prothonotary/Clerk of Courts

(GK)

WWR No. 05850451

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

DAIMLER CHRYSLER FINANCIAL,

Plaintiff,

Case No.: 07-1134-CD

vs.

ROY L RALSTON,

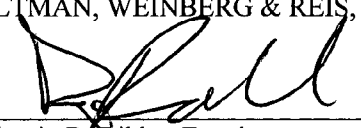
Defendant.

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: 

Benjamin R. Bibler, Esquire

PA I.D. #93598

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

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

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

DAIMLER CHRYSLER FINANCIAL

Plaintiff

No. 07-1134-CD

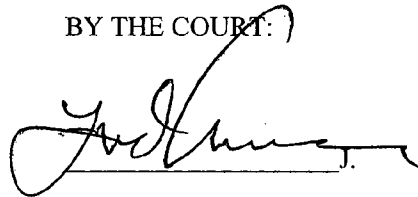
vs.

ROY L RALSTON
Defendant

ORDER OF COURT

AND NOW, to wit, this 28 day of August, 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 September 25, 2008 at
10:45 am in Courtroom # 1.

BY THE COURT:



FILED
0110:04301
AUG 29 2008

William A. Shaw
Prothonotary/Clerk of Courts
ACC Atty Bibler
(GP)

FILED

AUG 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/29/08

☒ 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:

BENNETT, BRICKLIN & SALTZBURG, LLP
BY: W. Bourne Ruthruaff, Esquire
I.D. No.: 03216
Dana V. Szilier, Esquire
I.D. No.: 90898
1601 Market Street, 16th Floor
Philadelphia, PA 19103
(215) 567-2883

Attorneys for Second Additional
Defendant, Daimler Trucks
North America, LLC

FILED
m/10:36BY
SEP 10 2008 No cc

William A. Shaw
Prothonotary/Clerk of Courts

**COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL DIVISION**

DAIMLER CHRYSLER FINANCIAL	:	CLEARFIELD COUNTY
vs.	:	COURT OF COMMON PLEAS
ROY R. RALSTON,	:	
vs.	:	2007-1134 C.D.
MURRAYS FREIGHTLINER	:	
vs.	:	
DAIMLER TRUCKS NORTH AMERICA	:	JURY TRIAL DEMANDED
LLC	:	JURY OF 12

**SECOND ADDITIONAL DEFENDANT DAIMLER TRUCKS NORTH AMERICA
LLC'S ANSWER TO ADDITIONAL DEFENDANT MURRAYS FREIGHTLINER'S
AMENDED JOINDER COMPLAINT WITH NEW MATTER AND CROSS-CLAIM**

1. Admitted upon information and belief.
2. After reasonable investigation, second additional defendant has insufficient knowledge or information to form a belief as to the truth of the averments contained in paragraph 2, and therefore, they are denied.
3. Admitted upon information and belief.
4. Admitted.
5. Admitted.
- 6.(a)-(e) Denied. It is admitted solely that additional defendant Murrays Freightliner accurately reproduced the text of defendant's complaint.
7. Denied. It is admitted solely that additional defendant Murrays' accurately reproduced the text of defendant's complaint.
8. Denied. It is admitted solely that additional defendant Murrays' accurately reproduced the

text of defendant's complaint.

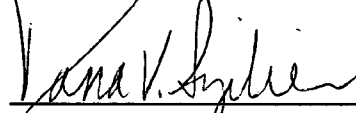
9. Second additional defendant has insufficient knowledge or information to form a belief as to the truth of the averment that additional defendant Murrays' Freightliner did not provide any warranties. It is denied that "all warranties" were provided by second additional defendant Daimler Trucks North America LLC. To the contrary, second additional defendant solely provided an express limited warranty which specifically disclaimed warranties for merchantability or fitness for a particular purpose. For the terms of the warranty, reference is made to the warranty which is in writing. The remaining averments are conclusions of law to which no response is required.
10. Denied.
11. Second additional defendant has insufficient knowledge or information to form a belief as to the truth of the averment that Murrays Freightliner followed the warranty policy and procedures of second additional defendant, Daimler Trucks North America. It is denied that second additional defendant breached its express limited warranty.
12. It is denied that additional defendant Murrays is entitled to contribution or indemnity from second additional defendant and further denied that second additional defendant is liable in any manner whatever.

NEW MATTER

1. Additional defendant's Complaint fails to state a cause of action upon which relief can be granted.
2. Defendant's complaint fails to state a cause of action upon which relief can be granted.
3. Second Additional Defendant fulfilled any and all obligations whether arising from common law, statute, tort, or otherwise.
4. The subject vehicle was of merchantable quality and was reasonably fit, suitable and safe for its intended and reasonably foreseeable purposes at the time it left answering defendant's possession.
5. The claims asserted against second additional defendant are barred by the doctrines of laches, estoppel and waiver.
6. Additional Defendant's and Defendant's remedies are limited under the contract in

WHEREFORE, second additional defendant demands judgment in its favor, but if liability is imposed upon second additional defendant, it is requested that judgment be entered against the other defendants or either of them.

BENNETT, BRICKLIN & SALTZBURG, LLP

A handwritten signature in black ink, appearing to read "Dana V. Szilier", is written over a horizontal line.

W. BOURNE RUTHRAUFF, ESQUIRE

DANA V. SZILIER, ESQUIRE

Attorneys for Second Additional Defendant

Daimler Trucks North America LLC

BENNETT, BRICKLIN & SALTZBURG, LLP
BY: W. BOURNE RUTHRAUFF, ESQUIRE
I.D. NO.: 03216
1601 Market Street, 16th Floor
Philadelphia, PA 19103
(215) 567-2883

Attorney for Additional Defendant,
Daimler Trucks North America LLC

**COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL DIVISION**

DAIMLER CHRYSLER FINANCIAL	:	CLEARFIELD COUNTY
vs.	:	COURT OF COMMON PLEAS
ROY R. RALSTON,	:	
vs.	:	2007-1134 C.D.
MURRAYS FREIGHTLINER	:	
vs.	:	
DAIMLER TRUCKS NORTH AMERICA	:	
LLC	:	

CERTIFICATE OF SERVICE

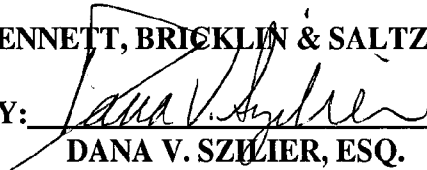
I, W. Bourne Ruthrauff, hereby certify that a true and correct copy of the foregoing
Second Additional Defendant Daimler Trucks North America LLC'S Answer to Additional
Defendant Murrays Freightliner's Amended Joinder Complaint with New Matter and Cross-
Claim have been served this date upon all interested counsel by way of United States Regular
First Class Mail, postage prepaid, addressed as follows:

Daniel Hopkins, Esquire
Hopkins Heltzel LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

Girard Kasubick, Esquire
Lehman & Kasubick
611 Brisbin Street
Houtzdale, PA 16651

Patrick Thomas Woodman, Esquire
Weltman, Weinberg & Reis, Co. L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219

BENNETT, BRICKLIN & SALTZBURG LLP

BY: 

DANA V. SZULIER, ESQ.

**Attorney for Additional Defendant
Daimler Trucks North America LLC**

DATE: September 8, 2008

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

DAIMLER CHRYSLER FINANCIAL

Plaintiff

No. 07-1134-CD

vs.

AFFIDAVIT OF SERVICE OF
ORDER OF COURT

ROY L RALSTON

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Patrick Thomas Woodman, Esquire
PA. I.D.#34507
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#05850451

FILED
u 11:20 a.m. GK
SEP 12 2008 ICC Atty
William A. Shaw
Prothonotary/Clerk of Courts (10)

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

DAIMLER CHRYSLER FINANCIAL

Plaintiff

No. 07-1134-CD

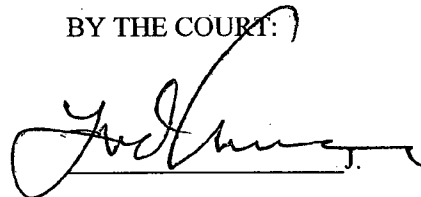
vs.

ROY L RALSTON
Defendant

ORDER OF COURT

AND NOW, to wit, this 28 day of August, 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 September 25, 2008 at
10:45 am in Courtroom # 1.

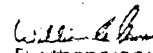
BY THE COURT:



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

AUG 29 2008

Attest.


Prothonotary/
Clerk of Courts

EXHIBIT

" 1 "

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

DAIMLERCHRYSLER FINANCIAL,	:	No.: 2007-1134-CD
Plaintiff	:	Type of Case: Civil
	:	Type of Pleading:
vs.	:	Defendant, Roy R.
	:	Ralston's Answer to
ROY R. RALSTON,	:	Plaintiff's Motion for
Defendant	:	Summary Judgment against
	:	Defendant, Roy R.
vs.	:	Ralston
	:	Filed on behalf of:
	:	Defendant
MURRAYS FREIGHTLINER,	:	Counsel of Record for
Additional Defendant	:	This Party:
	:	Girard Kasubick, Esq
vs.	:	Supreme Court No. 30109
	:	LEHMAN & KASUBICK
DAIMLER TRUCKS NORTH	:	611 Brisbin Street
AMERICA, LLC,	:	Houtzdale, PA 16651
Additional Defendant	:	(814) 378-7840

FILED ^{icc}
01/13/08
SEP 16 2008
Att'y Kasubick
(610)

William A. Shaw
Prothonotary/Clerk of Courts

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

DAIMLERCHRYSLER FINANCIAL, :
Plaintiff :
vs. : No. 2007-1134-CD
ROY R. RALSTON, :
Defendant :
vs. :
MURRAYS FREIGHTLINER, :
Additional Defendant :
vs. :
DAIMLER TRUCKS NORTH :
AMERICA, LLC, :
Additional Defendant :

DEFENDANT, ROY R. RALSTON'S ANSWER TO PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT AGAINST DEFENDANT,
ROY R. RALSTON

AND NOW, comes, Roy R. Ralston, Defendant, by and through his Attorney, Girard Kasubick, Esq., and files the following Answer to Plaintiff's Motion for Summary Judgment as follows:

1. Admitted.
2. Admitted.
3. Admitted in part and Denied in part. It is admitted that a verification is attached to Exhibit "A". It is denied as to whether the representative was

authorized or as to the accuracy of the amount since Defendant after reasonable investigation is without knowledge or information to form a belief as to this averment and proof thereof is demanded.

4. Admitted in part and Denied in part. It is admitted Defendant filed the Answer and New Matter and that the debt amount and defects in the vehicle were set forth in said pleading. It is denied that other material facts were not specifically denied and in particular no interest rate was shown on documents.

5. Admitted.

6. Admitted.

7. Admitted.

8. Admitted.

9. Admitted.

10. Admitted that an amount is due under the Loan and Security Agreement but Defendant has questioned the amount due and Plaintiff's calculation of that amount since no interest is shown on the Loan and Security Agreement only a set finance charge (see Exhibit "A" to the Motion) and Plaintiff's calculation of the amount is indeterminable in the Complaint. Defendant assumes Plaintiff has sold the vehicles but Defendant does not know how, when or for what amount it was sold and

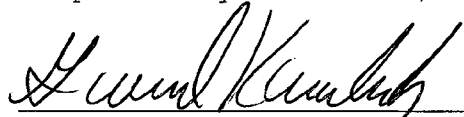
Plaintiff's Complaint does not show how the figure due was determined.

11. Admitted, however, all information except for payments made by Defendant is within exclusive possession of Plaintiff. Defendant further incorporates its answer to paragraph 10. above herein.

12. Denied as to the amount due for reasons set forth in paragraphs 10. and 11. to this Answer which is incorporated herein by reference thereto.

WHEREFORE, Defendant respectfully requests your Honorable Court to deny the Motion for Summary Judgments or in the alternative to require Plaintiff to first prove a complete and accurate accounting of the amount due and providing Defendant the opportunity to question the accounting and further that any amount due be subject to contribution, indemnity and liability against the Additional Defendant and Second Additional Defendant.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Girard Kasubick", is written over a horizontal line.

Girard Kasubick, Esq.
Attorney for Defendant,
Roy R. Ralston

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

DAIMLERCHRYSLER FINANCIAL, : No.: 2007-1134-CD
Plaintiff : Type of Case: Civil
vs. : Type of Pleading:
: Certificate of Service
: Filed on behalf of:
ROY R. RALSTON, : Defendant
Defendant : Counsel of Record for
: This Party:
vs. : Girard Kasubick, Esq.
: Supreme Court No. 30109
MURRAYS FREIGHTLINER, : LEHMAN & KASUBICK
Additional Defendant : 611 Brisbin Street
: Houtzdale, PA 16651
vs. : (814) 378-7840
:
DAIMLER TRUCKS NORTH :
AMERICA, LLC, :
Additional Defendant :

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

DAIMLERCHRYSLER FINANCIAL, :
Plaintiff :
vs. : No. 2007-1134-CD
ROY R. RALSTON, :
Defendant :
vs. :
MURRAYS FREIGHTLINER, :
Additional Defendant :
vs. :
DAIMLER TRUCKS NORTH :
AMERICA, LLC, :
Additional Defendant :

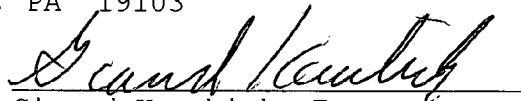
CERTIFICATE OF SERVICE

I, Girard Kasubick, Esq., certify that I forwarded a copy of the Defendant, Roy R. Ralston's Answer to Plaintiff's Motion for Summary Judgment against Defendant, Roy R. Ralston, to counsel of record and parties listed below by United States mail, postage prepaid on September 15th, 2008, at the following addresses:

Patrick Thomas Woodman, Esq.
WELTMAN, WEINBERG & REIS, CO.
436 Seventh Avenue
Pittsburgh, PA 15219

David J. Hopkins, Esq.
Lea Ann Heltzel, Esq.
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DuBois, PA 15801

W. Bourne Ruthruaff, Esq.
Dana V. Szilier, Esq.
BENNETT, BRICKLIN & SALTZBURG, LLC
1601 Market Street, 16th Floor
Philadelphia, PA 19103


Girard Kasubick, Esq.,
Attorney for Defendant,
Roy R. Ralston

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

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William A. Shaw
Prothonotary/Clerk of Courts

ICC *Angs Woodman*
Kasubick
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DAIMLER CHRYSLER FINANCIAL }
VS } NO. 07-1134-CD
ROY L. RALSTON }
VS }
MURRAYS FREIGHTLINER AND }
DAIMLER TRUCKS NORTH }
AMERICA, LLC }

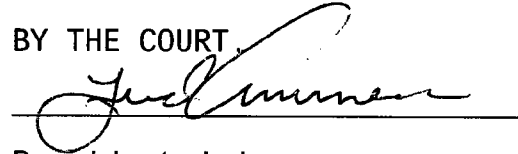
O R D E R

NOW, this 25th day of September, 2008, this being the date set for Argument on Plaintiff's Motion for Summary Judgment, counsel for both parties being present; upon agreement of counsel, it is the ORDER of this Court that the Motion for Summary Judgment be and is hereby GRANTED in favor of Plaintiff and against the Defendant Roy L. Ralston in the amount of Forty-One Thousand Four Hundred Thirty-four Dollars and Thirteen Cents (\$41,434.13). Interest shall accrue at 6 percent per annum beginning July 19, 2007, plus court costs, if any.

It is the further ORDER of this Court that, upon agreement of the parties, the Plaintiff shall have no more than Sixty (60) Days from this date in which to supply discovery to Defense counsel in regard to the calculation of damages and mitigation of damage issue. The Defendant shall have no more than Ninety (90) Days from this date in which to file a motion or petition challenging either the sufficiency

of the discovery received and/or challenging the calculation
of the judgment.

BY THE COURT,

A handwritten signature in cursive script, appearing to read "J. L. ...", is written over a horizontal line.

President Judge

FILED

SEP 26 2008

William A Shaw
Prothonotary/Clerk of Courts

DATE: 9/26/08

 You are responsible for serving all appropriate parties.

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

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

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

DAIMLER CHRYSLER FINANCIAL,
Plaintiff

vs.

ROY R. RALSTON,
Defendant

vs.

MURRAYS FREIGHTLINER,
Additional Defendant

vs.

DAIMLER TRUCKS NORTH AMERICA,
LLC,

Second Additional
Defendant

No. 2007-1134 C.D.

Type of Pleading: Answer to
Second Additional Defendant, Daimler
Truck North America LLC's, New Matter
and Crossclaim

Filed on behalf of: Murrays Freightliner,
Additional Defendant

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

NOV 10 4 43 PM '08
OCT 03 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

DAIMLER CHRYSLER FINANCIAL,	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-1134 C.D.
	:	
ROY R. RALSTON,	:	
Defendant	:	
	:	
vs.	:	
	:	
MURRAYS FREIGHTLINER,	:	
Additional Defendant	:	
	:	
vs.	:	
	:	
DAIMLER TRUCKS NORTH AMERICA,	:	
LLC,	:	
	:	
Second Additional	:	
Defendant	:	

**ANSWER TO SECOND ADDITIONAL DEFENDANT DAIMLER TRUCKS
NORTH AMERICA, LLC'S NEW MATTER AND CROSSCLAIM**

AND NOW, comes the Additional Defendant, Murrays Freightliner, by and through its attorneys, Hopkins Heltzel LLP, and files the within Answer to Second Additional Defendant, Daimler Trucks North America's, New Matter and Crossclaim as follows:

1. Denied. Murrays Freightliner has set forth a cause of action upon which relief can be granted recognized by the Pennsylvania Rules of Civil Procedure.
2. No answer is required of Murrays Freightliner.
3. In the event Defendant Ralston is successful on its claims, then Defendant Daimler Trucks North America, LLC (hereinafter "Daimler Trucks") is liable to Plaintiff.

4. In the event Defendant Ralston is successful on its claims, then Defendant Daimler Trucks North America, LLC is liable to Plaintiff.

5. The claims asserted by Murrays Freightliner are not barred by the doctrine the laches, estoppel or waiver. In the event Defendant Ralston is successful on its claims, then Defendant Daimler Trucks North America, LLC is liable to Plaintiff.

6. Denied. In the event Defendant Ralston is successful on its claims, then Defendant Daimler Trucks North America, LLC is liable to Plaintiff.

7. In the event Defendant Ralston is successful on its claims, then Defendant Daimler Trucks North America, LLC is liable to Plaintiff.

8. In the event Defendant Ralston is successful on its claims, then Defendant Daimler Trucks North America, LLC is liable to Plaintiff.

9. Admitted.

10. In the event Defendant Ralston is successful on its claims, then Defendant Daimler Trucks North America, LLC is liable to Plaintiff.

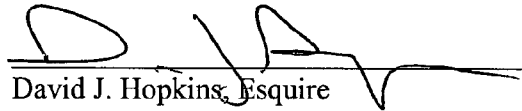
**ANSWER TO NEW MATTER CROSSCLAIM PURSUANT TO
Pa.R.C.P. 2252(d) AGAINST ALL DEFENDANTS**

1. Denied. In the event the claims of Ralston are established at trial, Daimler Trucks is liable to Murrays Freightliner.

2. Denied. Murrays Freightliner is not liable for contribution or indemnification of Daimler Trucks.

WHEREFORE, Additional Defendant, Murrays Freightliner, respectfully requests
judgment in its favor.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'D. J. Hopkins', is written over a horizontal line.

David J. Hopkins, Esquire
Attorney for Additional Defendant

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

DAIMLER CHRYSLER FINANCIAL,
Plaintiff

vs.

ROY R. RALSTON,
Defendant

vs.

MURRAYS FREIGHTLINER,
Additional Defendant

vs.

DAIMLER TRUCKS NORTH AMERICA,
LLC,

Second Additional
Defendant

No. 2007-1134 C.D.

CERTIFICATE OF SERVICE

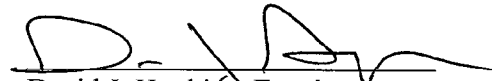
I hereby certify that a true and correct copy of the within Answer to Second Additional Defendant, Daimler Trucks North America's, New Matter and Cross Claim, filed on behalf of Additional Defendant, Murrays Freightliner, was served on the 2nd day of October, 2008, on all counsel of record by first-class mail, postage prepaid addressed as follows:

Patrick Thomas Woodman, Esquire
Weltman, Weinberg & Reis, Co.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Girard Kasubick, Esquire
Lehman & Kasubick
611 Brisbin Street
Houtzdale, PA 16651

W. Bouren Ruthrauff, Esquire
Dana V. Szilier, Esquire
Bennett, Bricklin & Saltzburg, LLP
1601 Market Street, 16th Floor
Philadelphia, PA 19103

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
Attorney for Additional Defendant
Murrays Freightliner

BENNETT, BRICKLIN & SALTZBURG, LLP
BY: W. BOURNE RUTHRAUFF, ESQUIRE
I.D. NO.: 03216
BY: DANA V. SZILIER, ESQUIRE
I.D. NO.: 90898
1601 Market Street, 16th Floor
Philadelphia, PA 19103
(215) 567-2883

Attorney for Additional Defendant,
Daimler Trucks North America LLC

**COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL DIVISION**

DAIMLER CHRYSLER FINANCIAL	:	CLEARFIELD COUNTY
vs.	:	COURT OF COMMON PLEAS
ROY R. RALSTON,	:	
vs.	:	2007-1134 C.D.
MURRAYS FREIGHTLINER	:	
vs.	:	
DAIMLER TRUCKS NORTH AMERICA	:	
LLC	:	

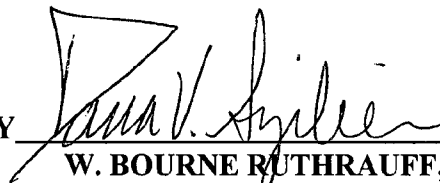
**PRAECIPE TO ATTACH CLIENT VERIFICATION TO SECOND ADDITIONAL
DEFENDANT DAIMLER TRUCKS NORTH AMERICA LLC'S ANSWER TO
ADDITIONAL DEFENDANT MURRAYS FREIGHTLINER'S AMENDED JOINDER
COMPLAINT**

TO THE PROTHONOTARY:

Kindly attach the verification of Daniel Howard enclosed with this praecipe to Second Additional Defendant's Answer to Additional Defendant Murrays Freightliner's Amended Joinder Complaint, which was filed with the Court on or about September 8, 2008.

BENNETT, BRICKLIN & SALTZBURG LLP

BY



**W. BOURNE RUTHRAUFF, ESQUIRE
DANA V. SZILIER, ESQUIRE
Attorney for Second Additional Defendant,
Daimler Trucks North America LLC**

FILED

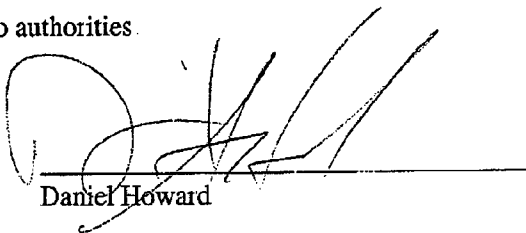
OCT 06 2008

William A. Shaw
Prothonotary/Clerk of Courts

VERIFICATION

I, Daniel Howard, an authorized representative of Daimler Trucks North America, LLC, verify that the statements made in the foregoing Answer to Joinder Complaint are within the personal knowledge of the undersigned, are true and correct, and as to facts based on the information of others, the undersigned, after diligent inquiry, believes them to be true.

I understand that false statements therein are made subject to the penalties of 18 Pa C.S.A. § 4904 relating to unsworn falsification to authorities.


Daniel Howard

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

DAIMLER CHRYSLER FINANCIAL

Plaintiff

Case No.: 07-1134-CD

TYPE OF PLEADING

vs.

**PRAECIPE FOR JUDGMENT
PER ORDER OF COURT**

ROY R RALSTON

Defendant.

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Benjamin R. Bibler, Esquire
PA I.D.#93598
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR # 05850451
\$45,669.95

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE
USED FOR THAT PURPOSE.**

FILED
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William A. Shaw
Prothonotary/Clerk of Courts
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ICC Notice to
Self and
Any Kasubick

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

DAIMLER CHRYSLER FINANCIAL

Plaintiff

Case No.: 07-1134-CD

vs.

ROY R RALSTON

Defendant.

PRAECIPE FOR JUDGMENT

TO THE PROTHONOTARY:

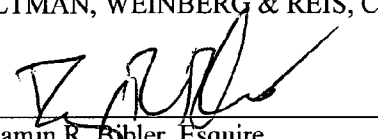
Pursuant to Pa.R.C.P. 237, I certify that a copy of this Praecipe has been mailed to each other party who has appeared in the action or to his/her Attorney of Record.

In light of the Court Order granting Summary Judgment in favor of Plaintiff on September 25, 2008, kindly enter Judgment against the Defendant, **ROY R RALSTON**, in the amount of \$45,669.95 computed as follows:

Amount Awarded per Order:	\$41,434.13
Interest from July 19, 2007 through April 01, 2009 at the legal rate of 6.0% per annum:	\$4,235.82
TOTAL:	\$45,669.95

Attached is a copy of the Court Order in favor of Plaintiff for Judgment.

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

By: 

Benjamin R. Bibler, Esquire

PA I.D.#93598

Weltman, Weinberg & Reis Co., L.P.A.

1400 Koppers Bldg.

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

Plaintiff's address is:

c/o Weltman, Weinberg & Reis, Co., L.P.A., 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219

And Defendant's address is: 3121 CROOKED SEWER ROAD, OSCEOLA, PA 16666

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

66
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014:00:50
SEP 26 2008

DAIMLER CHRYSLER FINANCIAL }

VS }

ROY L. RALSTON }

VS }

MURRAYS FREIGHTLINER AND }

DAIMLER TRUCKS NORTH }

AMERICA, LLC }

NO. 07-1134-CD

William A. Shaw
Prothonotary/Clerk of Courts

ICC Mgs Woodman
Kasubick
Ruthruff

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

FEB 27 2009

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

O R D E R

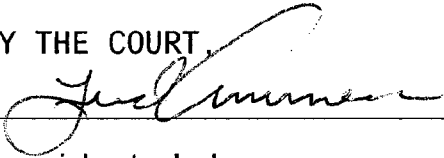
NOW, this 25th day of September, 2008, this being the date set for Argument on Plaintiff's Motion for Summary Judgment, counsel for both parties being present; upon agreement of counsel, it is the ORDER of this Court that the Motion for Summary Judgment be and is hereby GRANTED in favor of Plaintiff and against the Defendant Roy L. Ralston in the amount of Forty-One Thousand Four Hundred Thirty-four Dollars and Thirteen Cents (\$41,434.13). Interest shall accrue at 6 percent per annum beginning July 19, 2007, plus court costs, if any.

It is the further ORDER of this Court that, upon agreement of the parties, the Plaintiff shall have no more than Sixty (60) Days from this date in which to supply discovery to Defense counsel in regard to the calculation of damages and mitigation of damage issue. The Defendant shall have no more than Ninety (90) Days from this date in which to file a motion or petition challenging either the sufficiency

0585 0451

of the discovery received and/or challenging the calculation
of the judgment.

BY THE COURT,

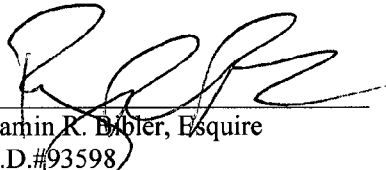
A handwritten signature in cursive script, appearing to read "Judith M. ...", is written over a horizontal line.

President Judge

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

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

By: 
Benjamin R. Babler, Esquire
PA I.D.#93598
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#05850451

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

COPY

DAIMLER CHRYSLER FINANCIAL

Plaintiff

Case No.: 07-1134-CD

vs.

ROY R RALSTON

Defendant.

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☒ Defendants
 ☐ Garnishee

You are hereby notified that the following Order or Judgment was entered against you on April 15, 2009.

- (xx) Assumpsit Judgment in the amount
 of \$45,669.95, plus interest at 6.0% per annum, plus costs.
- () Trespass Judgment in the amount
 of \$ _____ plus costs.
- () If not satisfied within sixty (60) days, your motor vehicle
 operator's license and/or registration will be suspended by
 the Department of Transportation, Bureau of Traffic Safety,
 Harrisburg, PA.
- (xx) Entry of Judgment of
 ☒ Court Order
 ☐ Non-Pros
 ☐ Confession
 ☐ Default
 ☐ Verdict
 ☐ Arbitration Award
 ☐ By Consent

Prothonotary

GIRARD KASUBICK, ESQUIRE
LEHMAN & KASUBICK
611 BRISBIN STREET
HOUTZDALE, PA. 16651

By: William Lehman
PROTHONOTARY (OR DEPUTY)

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE
USED FOR THAT PURPOSE.

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

COPY

DAIMLER CHRYSLER FINANCIAL

Plaintiff

Case No.: 07-1134-CD

vs.

ROY R RALSTON

Defendant.

NOTICE OF JUDGMENT OR ORDER

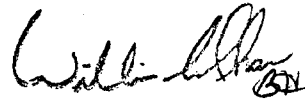
TO: ☐ Plaintiff
 ☒ Defendants
 ☐ Garnishee

You are hereby notified that the following Order or Judgment was entered against you on April 15, 2009.

- (xx) Assumpsit Judgment in the amount
 of \$45,669.95, plus interest at 6.0% per annum, plus costs.
- () Trespass Judgment in the amount
 of \$ _____ plus costs.
- () If not satisfied within sixty (60) days, your motor vehicle operator's license and/or registration will be suspended by the Department of Transportation, Bureau of Traffic Safety, Harrisburg, PA.
- (xx) Entry of Judgment of
 ☒ Court Order
 ☐ Non-Pros
 ☐ Confession
 ☐ Default
 ☐ Verdict
 ☐ Arbitration Award
 ☐ By Consent

Prothonotary .

ROY R RALSTON
3121 CROOKED SEWER ROAD
OSCEOLA, PA 16666

By: 
PROTHONOTARY (OR DEPUTY)

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.