

02-848-CD
GREAT AMERICA LEASING CORPORATION -vs- DONNA RABENSTEIN et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREATAMERICA LEASING
CORPORATION,

Petitioner,

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.

Respondents.

CIVIL DIVISION

NO. 02-848-CD

CODE:

**PETITION FOR REGISTRATION
OF FOREIGN JUDGMENT**

FILED ON BEHALF OF:
GreatAmerica Leasing Corporation,
Petitioner

COUNSEL OF RECORD FOR THIS
PARTY:

JAMES R. HANKLE, ESQUIRE
PA I.D. NO. 36019

SHERRARD, GERMAN & KELLY, P.C.
35TH FLOOR, FREEMARKETS CENTER
PITTSBURGH, PA 15222-2602
{412} 355-0200

Firm I.D. No. 006

FILED

MAY 28 2002

William A. Shaw
Prothonotary

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

GREATAMERICA LEASING
CORPORATION,

Petitioner, NO.

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Respondents.

PETITION FOR REGISTRATION OF FOREIGN JUDGMENT

AND NOW, comes Petitioner, GreatAmerica Leasing Corporation, by and through its counsel, James R. Hankle, Esquire and Sherrard, German & Kelly, P.C., and files the within Petition for Registration of Foreign Judgment respectfully showing as follows:

1. In an action brought in the Iowa District Court in and for Linn County entitled GreatAmerica Leasing Corporation v. Donna Rabenstein and Brink Transportation, Inc. and identified as Case No: SCSC-123069, Petitioner as Plaintiff, obtained a judgment against Defendants for \$1,692.36, plus interest at the rate of 18% per annum from the 30th day of August, 2001, plus Defendant to pay court costs in the amount of \$54.28.

2. The judgment was entered on November 6, 2001. A duly certified copy is attached hereto, marked Exhibit "A" and by reference made a part hereof.

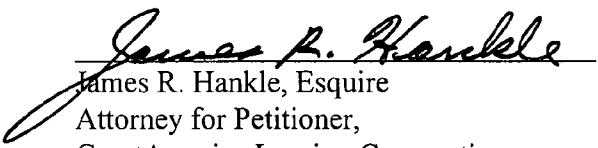
3. Attached hereto, marked Exhibit "B" and by reference made a part hereof is a certified copy of the record of all subsequent entries affecting said judgment, indicating that no levies of execution, payments in partial satisfaction or the like have been made.

4. The last known address of Plaintiff, GreatAmerica Leasing Corporation, is 2750 First Avenue, M.E., Suite 300, Cedar Rapids, Iowa 52406. The last known address of Defendant, Donna Rabenstein is RR No. 1, Box 316H, Houtzdale, Pennsylvania 16651 and the last known address of Brinks Transportation, Inc. is RR No. 1, Box 316H, Houtzdale, Pennsylvania 16651. An Affidavit of Last Known Address is attached hereto, marked Exhibit "C" and by reference made a part hereof.

5. Attached hereto, marked Exhibit "D" and by reference made a part hereof is an Affidavit stating that the aforesaid judgment is valid, enforceable and unsatisfied.

WHEREFORE, Petitioner, GreatAmerica Leasing Corporation, prays that the judgment of the Iowa District Court in and for Linn County be registered in the Court of Common Pleas of Clearfield County, Pennsylvania in accordance with the provisions of 42 Pa. C.S.A. §4306, in the amount of \$1,970.74, plus interest, court costs, and attorneys fees.

Respectfully submitted,


James R. Hankle, Esquire
Attorney for Petitioner,
GreatAmerica Leasing Corporation

Sherrard, German & Kelly, P.C.
35th Floor, FreeMarkets Center
Pittsburgh, PA 15222-2602
(412) 355-0200

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

GREATAMERICA LEASING
CORPORATION,

Petitioner, NO.

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Respondents.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: PLAINTIFF
 DEFENDANTS
 ADDITIONAL DEFENDANT

You are hereby notified that an Order, Decree or Judgment was entered in the above-captioned proceeding on Donna Rabenstein and Brink Transportation, Inc.:

A copy of the Order or Decree is enclosed, or
 The judgment is as follows: \$1,970.74, plus interest, court costs and attorneys fees.

Deputy

IN THE IOWA DISTRICT COURT IN AND FOR LINN COUNTY DISTRICT COURT
SMALL CLAIMS DIVISION

FILED
2001 NOV -7 AM 10:22

GREATAMERICA LEASING
CORPORATION,

LINN COUNTY, IOWA

Plaintiff,

NO. SCSC-123069

vs.

JUDGMENT ENTRY

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Defendant.

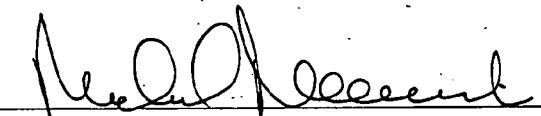
November 6, 2001

On this date, this matter came before the Court for trial upon Plaintiff's claim. The Plaintiff appeared by Kahree Birker. The Defendants did not appear nor anyone on their behalf.

The Court now adjudicates the Defendants to be in default. Based upon the verification of account on file, the Court now ORDERS that judgment enter in favor of the Plaintiff and against Donna Rabenstein and Brink Transportation, Inc., jointly and severally in the amount of \$1,692.36 plus interest at the rate of 18 percent per annum from the 30th day of August 2001. The Court further ORDERS that the Defendants pay the court costs herein in the amount of \$ 54.28.

The Court does reserve the right to establish an installment payment on this judgment.

Clerk to notify.

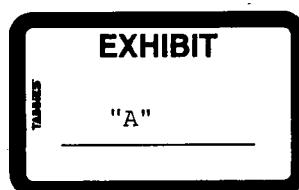

MICHAEL J. NEWMEISTER
DISTRICT ASSOCIATE JUDGE

MAILED/DELIVERED ON 11-8-01

BY J TO:

P1+P

Defts⁽²⁾



CERTIFICATE OF TRANSCRIPT BY JUDGE AND CLERK

Iowa Official Form No. 140

(Section 12829)

STATE OF IOWA, LINN COUNTY, ss. SCSC123069

I, SHARON K MODRACEK, Clerk of the District Court of the State of Iowa, in and for said County, do hereby certify that the foregoing is a true, compared and perfect transcript of a Judgment Entry dated 11-7-01 from Small Claims case number SCSC123069 wherein GREATAMERICA LEASING CORPORATION is the Plaintiff and DONNA RABENSTEIN and BRINK TRANSPORTATION INC are the Defendants. Also attached is a copy of the Clerk's Docket showing the judgment entry.

as the same appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at my office in Cedar Rapids, Iowa, in said County, this 29th day of April, A. D. 2002

Sharon K. Modracek
Clerk District Court.

STATE OF IOWA, LINN COUNTY, ss.

I, PATRICK R GRADY, one of the Judges of the District Court of the State of Iowa, in and for the Sixth Judicial District of said State, including the County of Linn

do hereby certify that SHARON K MODRACEK, who has given the preceding certificate, was, at the time of so doing, the Clerk of the District Court of the State of Iowa, in and for LINN County, in said District, duly qualified as such, that she is the proper custodian of the records of said Court, and the proper officer to give such certificate and that the same is in due form of law.

WITNESS my hand, at Cedar Rapids, Iowa, this 29th day of April, A. D. 2002

Patrick R. Grady
Judge District Court, Sixth Judicial District.

STATE OF IOWA, LINN COUNTY, ss.

I, SHARON K MODRACEK, Clerk of the District Court of the State of Iowa, in and for said County, do hereby certify that the Honorable PATRICK R GRADY who has given the preceding certificate, was at the time of so doing, one of the Judges of the District Court of the Sixth Judicial District of the State of Iowa, duly commissioned and sworn, to all whose acts as such, full, faith and credit are and ought to be given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at Cedar Rapids, Iowa, in said County this 29th day of April, A. D. 2002

Sharon K. Modracek
Clerk District Court.

Sec. 12829. FINDING OF FACTS—EVIDENCE CERTIFIED. Where a cause is tried by the court, it shall not be necessary, in order to secure a review of the same in the supreme court, that there should have been any finding of facts or conclusions of law stated in the record, but the supreme court shall hear and determine the same when it appears from a certificate of the judge, agreement of parties, or their attorneys, or if the record shows the evidence to consist wholly of written testimony, then from the certificate of the shorthand reporter or clerk, that the record contains all the evidence introduced by the parties in the trial in the court below.

Screen CPA100
User ID ONDL57

ICIS CASE PROCESSING
Docketing

Date 29-APR-02
Time 09:11 AM

Case 06-57-1- -SC-SC123069 Title GREATAMERICA LEASING CORP VS DONNA RABENS
Event Entry

Filed Date Filed Tm Sq Evnt Description/ St Date St Status Description
11/07/2001 07:00 AM 00 OFJU Comment(s) 11/08/2001 C CLOSED
Order for Judgment

Filed By HRG Reference
D60000MJN U

Judgment/Lien Entry

Jud Date Jud Tm Sq Against For St Date St Judgment Status
11/07/2001 07:00 AM 00 LI1607776 421425592 11/08/2001 N NONE
DONNA RABENSTEIN AND BRINK TRANSPORTATION INC/

Satisfaction JTLY & SEV/\$1692.36/18% FR 8-30-01/CC

Sat Date Code Aut St Date
11/08/2001 USAT N 11/08/2001
St Satisfaction Status
N NONE

Count: 1

v

<Replace>



CERTIFICATE OF TRANSCRIPT BY JUDGE AND CLERK

Iowa Official Form No. 140

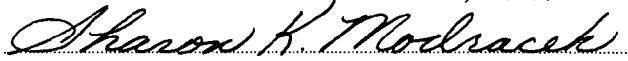
(Section 12829)

STATE OF IOWA, LINN COUNTY, ss. SCSC123069

I, SHARON K MODRACEK, Clerk of the District Court of the State of Iowa, in and for said County, do hereby certify that the foregoing is a true, compared and perfect transcript of a Judgment Entry dated 11-7-01 from Small Claims case numbers SCSC123069 wherein GREATAMERICA LEASING CORPORATION is the Plaintiff and DONNA RABENSTEIN and BRINK TRANSPORTATION INC are the Defendants. Also attached is a copy of the Clerk's Docket showing the judgment entry.

..... as the same appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at my office in Cedar Rapids, Iowa, in said County, this 29th day of April, A. D. 2002.


Sharon K. Modracek
Clerk District Court.

STATE OF IOWA, LINN COUNTY, ss.

I, PATRICK R GRADY, one of the Judges of the District Court of the State of Iowa, in and for the Sixth Judicial District of said State, including the County of Linn,

do hereby certify that SHARON K MODRACEK, who has given the preceding certificate, was, at the time of so doing, the Clerk of the District Court of the State of Iowa, in and for LINN County, in said District, duly qualified as such, that she is the

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF ALLEGHENY :

AFFIDAVIT OF LAST KNOWN ADDRESS

BEFORE me, the undersigned notary public, personally appeared James R. Hankle, Esquire, who being duly sworn according to law, deposes and says that the last known address of Plaintiff, GreatAmerica Leasing Corporation, is 2750 First Avenue, M.E., Suite 300, Cedar Rapids, Iowa 52406. The last known address of Defendant, Donna Rabenstein is RR No. 1, Box 316H, Houtzdale, Pennsylvania 16651 and the last known address of Brinks Transportation, Inc. is RR No. 1, Box 316H, Houtzdale, Pennsylvania 16651.

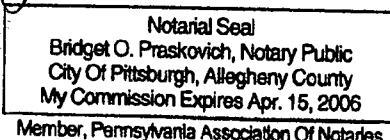
James R. Hankle
James R. Hankle

Sworn to and subscribed
before me this 23rd day
of May, 2002.



Bridget O. Praskovich

Notary Public



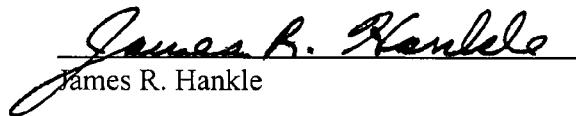
EXHIBIT

"C"

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF ALLEGHENY :
:

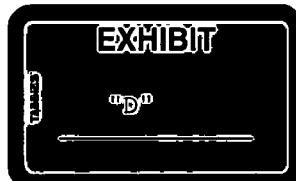
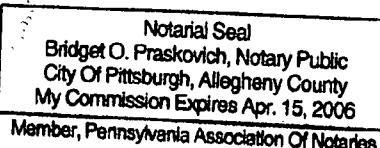
AFFIDAVIT STATING JUDGMENT IS
VALID, ENFORCEABLE AND UNSATISFIED

BEFORE me, the undersigned notary public, personally appeared James R. Hankle, Esquire, who being duly sworn according to law, deposes and says that the judgment entered against Defendant for \$1,692.36, plus interest and court costs in an action brought In The Iowa District Court In And For Linn County, entitled GreatAmerica Leasing Corporation v. Donna Rabenstein and Brink Transportation, Inc. and identified as Case No: SCSC-123069, is valid, enforceable and unsatisfied.


James R. Hankle

Sworn to and subscribed
before me this 23rd day
of May, 2002.


Bridget O. Praskovich
Notary Public



CERTIFICATE OF SERVICE

I, James R. Hankle, Esquire hereby certify that a true and correct copy of the foregoing
Petition for Registration of Foreign Judgment was served upon the following individual(s) via
United States Mail, First Class Delivery this 23 day of May, 2002:

Donna Rabenstein
RR No. 1, Box 316H
Houtzdale, PA 16651

Brinks Transportation, Inc.
RR No. 1, Box 316H
Houtzdale, PA 16651

By James R. Hankle
James R. Hankle, Esquire

FILED

MAY 28 2002

cc) \$13,424.00 Hantle
William A. Shaw PC \$ 20,000
Prothonotary

(not to Regs

Stet to attorney

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

COPY

GREATAMERICA LEASING
CORPORATION,

Petitioner,

NO. *02-848-00*

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Respondents.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: PLAINTIFF
 DEFENDANTS
 ADDITIONAL DEFENDANT

You are hereby notified that an Order, Decree or Judgment was entered in the above-captioned proceeding on Donna Rabenstein and Brink Transportation, Inc.:

A copy of the Order or Decree is enclosed, or
 The judgment is as follows: \$1,970.74, plus interest, court costs and attorneys fees.

[Signature]

~~Deputy~~

5/28/02

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Greatamerica Leasing Corporation
Plaintiff(s)

No.: 2002-00848-CD

Real Debt: \$1,970.74

Atty's Comm:

Vs.

Costs: \$

Int. From:

Donna Rabenstein and
Brink Transportation, Inc.
Defendant(s)

Entry: \$20.00

Instrument: Foreign Judgment

Date of Entry: May 28, 2002

Expires: May 28, 2007

Certified from the record this 28th of May, 2002

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREATAMERICA LEASING
CORPORATION,

Plaintiff,

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Defendants,

v.

CSB BANK,

Garnishee.

CIVIL DIVISION

NO. 02-848-CD

CODE:

**PRAECIPE FOR WRIT OF
EXECUTION**

FILED ON BEHALF OF:
GreatAmerica Leasing Corporation,
Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

JAMES R. HANKLE, ESQUIRE
PA I.D. NO. 36019

SHERRARD, GERMAN & KELLY, P.C.
35TH FLOOR, FREEMARKETS CENTER
PITTSBURGH, PA 15222-2602
(412) 355-0200

Firm I.D. No. 006

FILED

JUL 31 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREATAMERICA LEASING
CORPORATION,

CIVIL DIVISION

Plaintiff,

NO. 02-848-CD

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Defendants,

v.

CSB BANK,

Garnishee.

PRAECIPE FOR WRIT OF EXECUTION

TO: Prothonotary

Please issue a Writ of Execution, directed to the Sheriff of Clearfield County, against Defendants, Donna Rabenstein and Brink Transportation, Inc. and against Garnishee, CSB Bank, in the above-captioned case:

Sheriff to collect the following:

Amount claimed in Plaintiff's Complaint: \$ 1,970.74

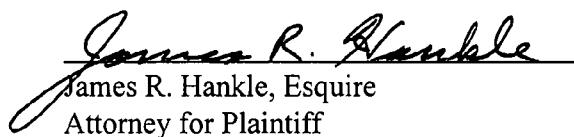
Interest from May 26, 2002 to present: 25.03

Attorney's Fees 556.00

TOTAL \$ 2,551.77

COURT COSTS TO BE ADDED.

SHERRARD, GERMAN & KELLY, P.C.


James R. Hankle, Esquire
Attorney for Plaintiff

FILED

JUL 31 2002
M 11.37 (07) Hunkle
William A. Shaw *fec* PD 2000
Prothonotary
L Wnts Shrd

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREATAMERICA LEASING
CORPORATION,

CIVIL DIVISION

Plaintiff,

NO. 02-848-CD

v.

COPY

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Defendants,

v.

CSB BANK,

Garnishee.

WRIT OF EXECUTION

Commonwealth of Pennsylvania, County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against, Defendants, Donna Rabenstein and Brink Transportation, Inc.:

(1) You are directed to levy upon the property of the Defendants and to sell its interests therein (Inquisition and Exemption Laws waived and Condemnation agreed to);

(2) You are also directed to attach the property of the Defendants not levied upon in the possession of CSB BANK, as Garnishee,

(Name of Garnishee)

(Specifically describe property)

and to notify the Garnishee(s) that:

(a) an attachment has been issued;
(b) the garnishee(s) is enjoined from paying any debt to or for the account of the Defendants and from delivering any property of the Defendants or otherwise disposing thereof.

(c) If Social Security funds are directly deposited into an account of the Defendants the levy and attachment shall not include any funds that may be traced to Social Security direct deposits.

(3) If property of the Defendants not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

| | |
|--|--------------------|
| Amount Due | \$ 1,970.74 |
| Interest from May 26, 2002 to present: | 25.03 |
| Attorney's Fees | 556.00 |
| TOTAL | \$ 2,551.77 |

Plus cost as per endorsement hereon.



Prothonotary, Court of Common Pleas,
Clearfield County, Pennsylvania

Dated: July 31, 2002

(Seal)

By: _____ Deputy

CASE NO. 02-848-CD

GREAT AMERICA LEASING CORPORATION

Plaintiff,

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Defendants.

WRIT OF EXECUTION

| | |
|-----------------------------------|------------------------|
| Damages/Claim: | \$1,970.74 |
| Attorney Fees | \$ 556.00 |
| Interest from 5/26/02 to present: | \$ 25.03 |
| TOTAL: | \$ 2,551.77 |
| COURT COSTS TO BE ADDED: | \$ <u>40.00</u> |
| Sheriff: | \$ _____ |

James R. Hankle, Esquire
Attorney for Plaintiff
35th Floor, FreeMarkets Center
Pittsburgh, PA 15222-2602
(412) 355-0200

This Writ is issued subject to subsection 302 of Article III of the act of Congress, approved on October 17, 1940, as to validity of sales of confessed judgments against persons in the military service.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12969

GREAT AMERICA LEASING CORPORATION

02-848-CD

VS.

RABENSTEIN, DONNA

WRIT OF EXECUTION/ GARNISHEE

SHERIFF RETURNS

NOW, SEPTEMBER 3, 2002 @ 1:05 P.M. O'CLOCK SERVED A WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE ON PATTY A. CAMPBELL, ASSISTANT BRANCH MANAGER OF CURWENSVILLE STATE BANK, AT HER PLACE OF EMPLOYMENT 1475 MAIN STREET, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, 16627, BY HANDING TO PATTY A. CAMPBELL, ASSISTANT BRANCH MANAGER, GARNISHEE, AN ORIGINAL COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, SEPTEMBER 11, 2002 PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED MONEY TO ATTORNEY.

NOW, SEPTEMBER 11, 2002 RETURNED WRIT AS SERVICE BEING MADE.

SHERIFF HAWKINS \$36.20

SURCHARGE \$10.00

PAID BY ATTORNEY

FILED

SEP 11 2002
010:30 a
William A. Shaw R^{etd}
Prothonotary

Sworn to Before Me This

144 Day Of September 2002
William A. Shaw

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

So Answers,

Chester Hawkins
By Cynthia Butler Aughenbaugh
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREATAMERICA LEASING
CORPORATION,

Plaintiff,

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Defendants,

v.

CSB BANK,

Garnishee.

CIVIL DIVISION

NO. 02-848-CD

CODE:

**PRAECLPICE TO SETTLE AND
DISCONTINUE AS TO GARNISHEE,
CSB BANK, ONLY**

FILED ON BEHALF OF:
GreatAmerica Leasing Corporation,
Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

JAMES R. HANKLE, ESQUIRE
PA I.D. NO. 36019

SHERRARD, GERMAN & KELLY, P.C.
35TH FLOOR, FREEMARKETS CENTER
PITTSBURGH, PA 15222-2602
(412) 355-0200

Firm I.D. No. 006

FILED

SEP 20 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREATAMERICA LEASING
CORPORATION,

CIVIL DIVISION

Plaintiff,

NO. 02-848-CD

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Defendants,

v.

CSB BANK,

Garnishee.

PRAECIPE TO SETTLE AND DISCONTINUE AS TO GARNISHEE,
CSB BANK, ONLY

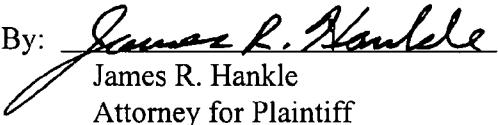
TO: PROTHONOTARY

Please settle and discontinue the action against **Garnishee, CSB Bank, only**, in the above-captioned case and mark the docket accordingly.

Respectfully submitted,

Sherrard, German & Kelly, P.C.

By:


James R. Hankle
Attorney for Plaintiff

I hereby certify that the foregoing is a true and correct statement of the above case.

This statement is made subject to the penalties of 18 PA C.S. §4904 relating to unsworn falsifications to authorities.

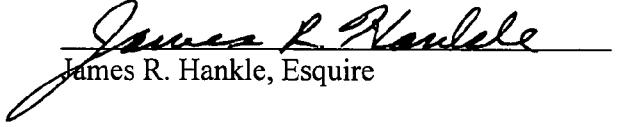
Date: 9/18/02

By 
James R. Hankle, Esquire

CERTIFICATE OF SERVICE

I, James R. Hankle, Esquire hereby certify that a true and correct copy of the foregoing **Praecipe to Settle and Discontinue as to Garnishee, CSB Bank, Only** was served upon the following individual(s) via United States Mail, First Class Delivery this 18 day of September, 2002:

Michele N. Rorabaugh,
Assistant Vice President of Operations
CSB Bank
Coalport Office
P.O. Box 354
Coalport, PA 16627


James R. Hankle, Esquire

FILED No cc
M 110: Soto, Disc. to CIA, Army
AP SEP 20 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Greatamerica Leasing Corporation

Vs.

No. 2002-00848-CD

Donna Rabenstein
Brink Transportation, Inc.

CSB Bank
Garnishee

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on September 20, 2002 marked:

Settled and Discontinued against Garnishee CSB Bank ONLY

Record costs in the sum of \$86.20 have been paid in full by James R. Hankle, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 20th day of September A.D. 2002.

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREATAMERICA LEASING
CORPORATION,

Plaintiff,

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Defendants,

v.

CSB BANK,

Garnishee.

CIVIL DIVISION

NO. 02-848-CD

CODE:

**PRAECIPE TO RE-ISSUE
WRIT OF EXECUTION**

FILED ON BEHALF OF:

GreatAmerica Leasing Corporation,
Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

JAMES R. HANKLE, ESQUIRE
PA I.D. NO. 36019

SHERRARD, GERMAN & KELLY, P.C.
35TH FLOOR, FREEMARKETS CENTER
PITTSBURGH, PA 15222-2602
(412) 355-0200

Firm I.D. No. 006

FILED

SEP 30 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREATAMERICA LEASING
CORPORATION,

CIVIL DIVISION

Plaintiff,

NO. 02-848-CD

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Defendants,

v.

CSB BANK,

Garnishee.

PRAECLPICE TO RE-WRIT OF EXECUTION

TO: Prothonotary

Please re-issue the Writ of Execution, directed to the Sheriff of Clearfield County, against Defendants, Donna Rabenstein and Brink Transportation, and against Garnishee, CSB Bank, in the above-captioned case:

Sheriff to collect the following:

| | |
|--|-------------------|
| Amount claimed in Plaintiff's Complaint: | \$ 1,970.74 |
| Interest from May 26, 2002 to present: | 25.03 |
| Attorney's Fees | <u>556.00</u> |
| TOTAL | \$2,551.77 |

COURT COSTS TO BE ADDED.

Prothonotary Costs 93.20
SHERRARD, GERMAN & KELLY, P.C.

James R. Hankle
James R. Hankle, Esquire
Attorney for Plaintiff

FILED

Aug 02 200

0010:4381
SEP 30 2002

4 cc Shff

William A. Shaw
Prothonotary
gws

I wants to Shff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREATAMERICA LEASING
CORPORATION,

CIVIL DIVISION

Plaintiff,

NO. 02-848-CD

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Defendants,

v.

CSB BANK,

Garnishee.

RE-ISSUED WRIT OF EXECUTION

Commonwealth of Pennsylvania, County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against, Defendants, Donna Rabenstein and Brink Transportation, Inc.:

- (1) You are directed to levy upon the property of the Defendants and to sell its interests therein (Inquisition and Exemption Laws waived and Condemnation agreed to);
- (2) You are also directed to attach the property of the Defendants not levied upon in the possession of CSB BANK, as Garnishee,
(Name of Garnishee)

Specifically, any and all bank accounts at CSB Bank, including but not limited to Account No. 2006027

(Specifically describe property)

and to notify the Garnishee(s) that:

- (a) an attachment has been issued;
- (b) the garnishee(s) is enjoined from paying any debt to or for the account of the Defendants and from delivering any property of the Defendants or otherwise disposing thereof.
- (c) If Social Security funds are directly deposited into an account of the Defendants the levy and attachment shall not include any funds that may be traced to Social Security direct deposits.

(3) If property of the Defendants not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

| | |
|--|--------------------|
| Amount Due | \$ 1,970.74 |
| Interest from May 26, 2002 to present: | 25.03 |
| Attorney's Fees | 556.00 |
| TOTAL | \$ 2,551.77 |

Plus cost as per endorsement hereon.

Prothonotary costs

93.20

Willie Ober

Prothonotary, Court of Common Pleas,
Clearfield County, Pennsylvania

Dated: September 30, 2002
(Seal)

By: _____
Deputy

CASE NO. 02-848-CD

GREATAMERICA LEASING CORPORATION,

Plaintiff,

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Defendants.

RE-ISSUED WRIT OF EXECUTION

Damages/Claim: \$1,970.74

Attorney Fees \$ 556.00

Interest from 5/26/02 to present: \$ 25.03

TOTAL: \$ 2,551.77

COURT COSTS TO BE ADDED: \$ _____

Sheriff: \$ _____

Prothonotary costs 93.20

James R. Hankle, Esquire
Attorney for Plaintiff
35th Floor, FreeMarkets Center
Pittsburgh, PA 15222-2602
(412) 355-0200

This Re-issued writ is issued subject to subsection 302
of Article III of the act of Congress, approved
on October 17, 1940, as to validity of sales of
confessed judgments against persons in the
military service.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13150

GREAT AMERICA LEASING CORPORATION

02-848-CD

VS.

RABENSTEIN, DONNA

WRIT OF EXECUTION GARNISHEE

SHERIFF RETURNS

NOW, OCTOBER 17, 2002 AT 11:54 A.M. O'CLOCK SERVED WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE ON JACK KEITH, BRANCH MANAGER OF CSB BANK, GARNISHEE, AT HIS PLACE OF EMPLOYMENT 1475 MAIN STREET COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JACK KEITH, BRANCH MANAGER OF CSB BANK, GARNISHEE, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND MADE KNOWN TO HIM THE CONTENTS OF THEREOF.

NOW, OCTOBER 23, 2002 RETURN WRIT AS BEING SERVED, PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO ATTORNEY.

SHERIFF HAWKINS \$36.20

SURCHARGE \$10.00

PAID BY ATTORNEY

FILED

01/10/10 8:01
OCT 23 2002 NO
6 CC
S&S

William A. Shaw
Prothonotary

Sworn to Before Me This

23rd Day Of October 2002

Chester A. Hawkins

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

So Answers,

Chester A. Hawkins
By Matthew Butler Aughenbaugh
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREATAMERICA LEASING
CORPORATION,

CIVIL DIVISION

Plaintiff,

NO. 02-848-CD

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Defendants,

v.

CSB BANK,

Garnishee.

RE-ISSUED WRIT OF EXECUTION

Commonwealth of Pennsylvania, County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against, Defendants, Donna Rabenstein and Brink Transportation, Inc.:

- (1) You are directed to levy upon the property of the Defendants and to sell its interests therein (Inquisition and Exemption Laws waived and Condemnation agreed to);
- (2) You are also directed to attach the property of the Defendants not levied upon in the possession of CSB BANK, as Garnishee,
(Name of Garnishee)

Specifically, any and all bank accounts at CSB Bank, including but not limited to Account No. 2006027

(Specifically describe property)

and to notify the Garnishee(s) that:

- (a) an attachment has been issued;
- (b) the garnishee(s) is enjoined from paying any debt to or for the account of the Defendants and from delivering any property of the Defendants or otherwise disposing thereof.
- (c) If Social Security funds are directly deposited into an account of the Defendants the levy and attachment shall not include any funds that may be traced to Social Security direct deposits.

(3) If property of the Defendants not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

| | |
|--|--------------------|
| Amount Due | \$ 1,970.74 |
| Interest from May 26, 2002 to present: | 25.03 |
| Attorney's Fees | <u>556.00</u> |
| TOTAL | \$ 2,551.77 |

Plus cost as per endorsement hereon.

Prothonotary costs 93.20

Willie L. Shar
Prothonotary, Court of Common Pleas,
Clearfield County, Pennsylvania

Dated: September 30, 2002

By: _____

(Seal) Received 9/30/02 at 3:30 P.M. Deputy
Chester A. Hulberg
By Cynthia Ritter - Clerk

CASE NO. 02-848-CD

GREATAMERICA LEASING CORPORATION,

Plaintiff,

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Defendants.

RE-ISSUED WRIT OF EXECUTION

Damages/Claim: \$1,970.74

Attorney Fees \$ 556.00

Interest from 5/26/02 to present: \$ 25.03

TOTAL: \$ 2,551.77

COURT COSTS TO BE ADDED: \$ _____

Sheriff: \$ _____

Prothonotary costs 93.20

James R. Hankle, Esquire
Attorney for Plaintiff
35th Floor, FreeMarkets Center
Pittsburgh, PA 15222-2602
(412) 355-0200

This Re-issued writ is issued subject to subsection 302
of Article III of the act of Congress, approved
on October 17, 1940, as to validity of sales of
confessed judgments against persons in the
military service.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
NO. 02-848-CD

CIVIL DIVISION - LAW

GREATAMERICA LEASING
CORPORATION, Plaintiff

-vs-

DONNA RABENSTEIN and BRINK
TRANSPORTATION, INC.,
Defendants

-vs-

CSB BANK, Garnishee

ANSWERS TO INTERROGATORIES
TO GARNISHEE, CSB BANK

FILED

Nov 13 05 2002

William A. Shaw
Prothonotary

*cc
RJS*

LAW OFFICES
GATES & SEAMAN
2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

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

GREATAMERICA LEASING : No. 02-848-CD
CORPORATION, :
Plaintiff :
vs. : Type of Case: Civil
: Type of Pleading: ANSWERS TO
DONNA RABENSTEIN and : INTERROGATORIES TO GARNISHEE
BRINK TRANSPORTATION, INC., : CSB BANK
Defendants :
: Filed on behalf of:
and : CSB BANK, Garnishee
CSB BANK, : Counsel of Record for this Party:
Garnishee : Laurance B. Seaman, Esquire
: Supreme Court No.: 19620
: GATES & SEAMAN
: Attorneys at law
: Two North Front Street
: P. O. Box 846
: Clearfield, Pennsylvania 16830
: (814) 765-1766
:
:
:
:
:

FILED

NOV 05 2002

William A. Shaw
Prothonotary

1. At the time you were served, or at any subsequent time, did you owe the Defendants, Donna Rabenstein or Brink Transportation, Inc., any money or were you liable to the Defendants, Donna Rabenstein or Brink Transportation, Inc., on any negotiable or other written instrument, or did the Defendants, Donna Rabenstein or Brink Transportation, Inc., claim that you owed it any money or were liable to it for any reason:

ANSWER: No.

2. At the time you were served or at any subsequent time, was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the Defendants, Donna Rabenstein or Brink Transportation, Inc., including but not limited to a bank account bearing Account No. 2006027?

ANSWER: Yes.

3. At the time you were served or at any subsequent time, did you hold legal title to any property of any nature owned solely or in part by the Defendants, Donna Rabenstein or Brink Transportation, Inc., or in which Defendants, Donna Rabenstein or Brink Transportation, Inc., held or claimed any interest, including but not limited to a bank account bearing Account No. 2006027?

ANSWER: No.

4. At the time you were served or at any subsequent time, did you hold as fiduciary any property in which the Defendants, Donna Rabenstein or Brink Transportation, Inc., had an interest, including but not limited to a bank account bearing Account No. 2006027:

ANSWER: No.

5. At any time before or after you were served, did the Defendants, Donna Rabenstein or Brink Transportation, Inc., transfer or deliver any property to you or to any person or place pursuant to your direction or consent and if so, what was the consideration therefor, including but not limited to a bank account bearing Account No. 2006027?

ANSWER: No.

6. At any time after you were served, did you pay, transfer or deliver any money or property to the Defendants, Donna Rabenstein or Brink Transportation, Inc., or to any person or place pursuant to its direction or otherwise discharge any claim of the Defendants, Donna Rabenstein or Brink Transportation, Inc., against you, including but not limited to a bank account bearing Account No. 2006027?

ANSWER: No.

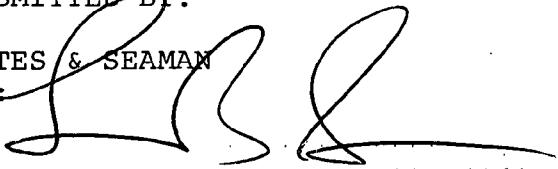
7. If your answer to any preceding Interrogatory is in the affirmative, identify the number on any account in the name of Defendants, Donna Rabenstein or Brink Transportation, Inc., and specify the amount of money in each account, including but not limited to a bank account bearing Account No. 2006027.

ANSWER: Account No. 2006027.

A hold, in the amount of Plaintiff's judgment, plus costs, \$2,644.97, has been placed against this account.

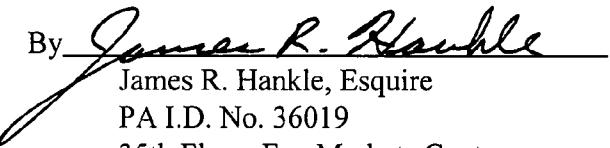
ANSWERS TO INTERROGATORIES TO CSB
SUBMITTED BY:

GATES & SEAMAN
By:


Laurence B. Seaman, Esquire
Attorney for CSB Bank,
Garnishee

Date: 11/5/02

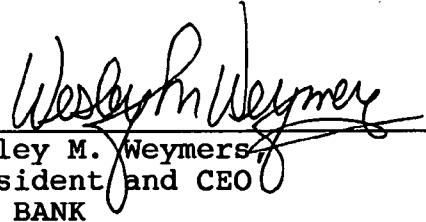
SHERRARD, GERMAN & KELLY, P.C.

By 
James R. Hankle, Esquire
PA I.D. No. 36019
35th Floor, FreeMarkets Center
Pittsburgh, PA 15222-2602
(412) 355-0200

Attorney for Plaintiff

VERIFICATION

I, Wesley M. Weymers, President and CEO, CSB Bank, verify that the statements made in the foregoing document are true and correct to the best of my knowledge, information and belief. I the undersigned understand that false statements made herein are subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.



Wesley M. Weymers,
President and CEO
CSB BANK

Date: November 5, 2002

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

GREATAMERICA LEASING CORPORATION, Plaintiff :
-vs- : No. 02-848-CD
DONNA RABENSTEIN and BRINK :
TRANSPORTATION, INC., Defendants :
and :
CSB BANK, Garnishee :
:

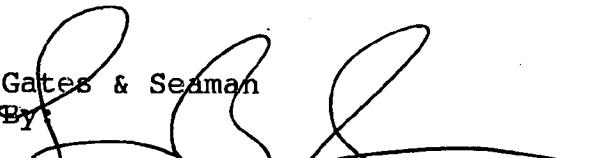
CERTIFICATE OF SERVICE

I hereby certify that on the 5 day of November, 2002, a true and correct copy of the Answers to Interrogatories to Garnishee, of CSB Bank, was sent by regular U. S. mail to:

James R. Hankle, Esquire
SHERRARD, GERMAN & KELLY, P.C.
35th Floor, FreeMarkets Center
Pittsburgh, PA 15222-2602

Donna J. Rabenstein
a/k/a Donna J. McKeown
753 Brink Road
Irvinia, PA 16656

Brink Transportation, Inc.
R. R. #1, Box 316H
Houtzdale, PA 16651


Gates & Seaman
By

Laurance B. Seaman, Esquire
Attorney for CSB Bank, Garnishee

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET NO. 02-848-CD

GreatAmerica Leasing Corporation

vs.

Donna Rabenstein and
Brink Transportation, Inc.

PETITION TO VACATE FOREIGN JUDGMENT

FILED

03/12/02
REG'D
W.C.B.

William A. Shaw
Prothonotary

4/22

Atty Krebs
E. Krebs

LAW OFFICE

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

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

**GREATAMERICA LEASING
CORPORATION,
Plaintiff.**

*

*

***** Docket No. 02-848-CD

Vs.

*

*

**DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,
Defendants.**

*

**Type of Pleading:
PETITION TO VACATE
FOREIGN JUDGMENT**

**Filed on Behalf of:
DEFENDANTS:
Donna Rabenstein and
Brink Transportation, Inc.**

**Counsel of Record for
This Party:**

**LAW OFFICES OF
DWIGHT L. KOERBER, JR.**

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

**Cynthia B. Stewart, Esquire
PA I.D. No. 82380**

FILED

NOV 06 2002

**William A. Shaw
Prothonotary**

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

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

GREATAMERICA LEASING
CORPORATION,
Plaintiff.

*

*

* Docket No. 02-848-CD

Vs.

*

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,
Defendants.

*

*

ORDER

NOW, this 8th day of November, 2002, upon consideration of the attached petition, a Rule is hereby issued upon GreatAmerica Leasing Company to Show Cause why the Petition should not be granted. Rule Returnable the 2nd day of ^{December} November, 2002, for filing a written response.

The Re-issued Writ of Execution is hereby stayed until further Order of this Court.

BY THE COURT:

JUDGE

FILED

NOV 08 2002

William A. Shaw
Prothonotary

FILED

4CC

Aug 13 2002
Atty Koester

NOV 08 2002

William A. Shaw
Prothonotary

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

GREATAMERICA LEASING
CORPORATION,
Plaintiff.

*

*

* Docket No. 02-848-CD

Vs.

*

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,
Defendants.

*

*

PETITION TO VACATE FOREIGN JUDGMENT

COMES NOW, Donna Rabenstein and Brink Transportation, Inc.,

Defendants, by and through counsel, Dwight L. Koerber, Jr. and avers as follows:

1. GreatAmerica Leasing Company, hereinafter "Plaintiff", is apparently, a corporation doing business in the State of Iowa.
2. Donna Rabenstein, hereinafter "Rabenstein" and referred collectively with Brink Transportation, Inc. as "Defendants", is an adult individual residing in Houtzdale, Clearfield County, Pennsylvania.
3. Brink Transportation, Inc., hereinafter "Brink" and referred collectively with Donna Rabenstein as "Defendants", is a Pennsylvania corporation

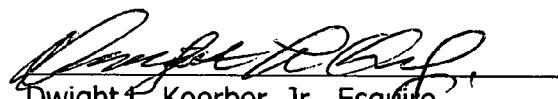
with its principal place of business at R.R. 1, Box 316-H, Houtzdale, Clearfield County, Pennsylvania.

4. Rabinstein is an employee of Brink; however, she is not an authorized agent of the corporation to enter into contracts or accept service on Brink's behalf.
5. Plaintiff obtained a judgment against Defendants in Iowa.
6. Plaintiff is seeking to register the foreign judgment in Clearfield County, Pennsylvania.
7. The foreign judgment is invalid and unenforceable because it was secured in violation of Defendants' due process rights.
8. The foreign judgment is invalid and unenforceable because the courts in Iowa lacked jurisdiction over the Defendants.
9. Apparently, the underlying claim stems from an alleged contract by the Defendants to lease a copier from Word Processing Services, Inc.
10. The alleged agreement occurred in Clearfield County, Pennsylvania.
11. The copier came from Word Processing Services, Inc. in Altoona, Pennsylvania and was delivered in Clearfield County, Pennsylvania.
12. The Defendants have never been to Iowa and do not conduct business in Iowa.
13. The Defendants lack minimum contacts with Iowa.

14. The Defendants lack even random, fortuitous or attenuated contacts with Iowa.
15. Iowa lacked personal jurisdiction over the Defendants.
16. Iowa's assertion of jurisdiction is contrary to fair play and substantial justice.
17. Furthermore, notice to Defendants by Plaintiff of the action in Iowa was defective and therefore, Defendants had no opportunity to be heard.
18. Rabenstein is not an executive officer, partner or trustee of Brink.
19. Rabenstein is likewise not the manager, clerk or person in charge of any regular place of business for Brink.
20. The Defendants were not afforded proper notice regarding the proceeding in Iowa.
21. Plaintiff has failed to join an indispensable party, Word Processing Services, Inc.
22. Plaintiff has included a usurious rate of interest, 18%, in addition to the improper judgment.
23. Plaintiff has impermissibly included attorney's fees in the improper judgment.
24. Because of the many defects that exist, the Plaintiff's foreign judgment should be vacated.

WHEREFORE, the Defendants respectfully request that the Court enter an Order vacating the foreign judgment obtained by Plaintiff, GreatAmerica Leasing Company.

Respectfully Submitted,



Dwight E. Koerber, Jr., Esquire
Cynthia B. Stewart, Esquire
Attorney for Defendants:
Donna Rabenstein and
Brink Transportation, Inc.

VERIFICATION

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

BRINK TRANSPORTATION, INC.

By: Samuel D. Brink
Samuel D. Brink, President

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

GREATAMERICA LEASING
CORPORATION,
Plaintiff.

*

*

* Docket No. 02-848-CD

Vs.

*

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,
Defendants.

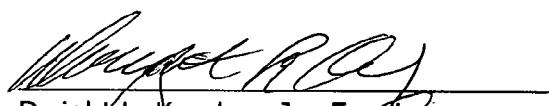
*

*

CERTIFICATE OF SERVICE

This is to certify that on the 6th day of November, 2002, the
undersigned served via U.S. First Class Mail a true and correct copy of the
foregoing Petition in the above-captioned matter upon the following:

James R. Hankle, Esquire
SHERRARD, GERMAN & KELLY, P.C.
35TH Floor, Freemarkets Center
Pittsburgh, PA 15222-2602


Dwight L. Koerber, Jr., Esquire
Cynthia B. Stewart, Esquire
Attorney for Defendants:
Donna Rabenstein and
Brink Transportation, Inc.

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

**GREATAMERICA LEASING
CORPORATION,**

Plaintiff.

*

v.

Docket No. 02-848-CD

*

**DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,**

Defendant.

*

**Type of Pleading:
CERTIFICATE OF SERVICE**

**Filed on Behalf of:
DEFENDANTS:
Donna Rabenstein and
Brink Transportation, Inc.**

**Counsel of Record for
This Party:**

**LAW OFFICES OF
DWIGHT L. KOERBER, JR.**

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

**Cynthia B. Stewart, Esquire
PA I.D. No. 82380**

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

FILED

NOV 13 2002

**William A. Shaw
Prothonotary**

CERTIFICATE OF SERVICE

I certify that on the 8th day of November, 2002, the undersigned served a certified copy of the Order and Petition to Vacate Foreign Judgment in the above-captioned matter upon James R. Hankle, Esquire. Such documents were served via United States First Class Mail upon the following:

James R. Hankle, Esquire
SHERRARD, GERMAN & KELLY, P.C.
35th Floor, Freemarkets Center
Pittsburgh, PA 15222-2602

Cynthia B. Stewart

Dwight L. Koerber, Jr., Esquire
Cynthia B. Stewart, Esquire
Attorney for Defendants:
Donna Rabenstein and
Brink Transportation, Inc.

FILED

1cc

09/30/02 10:45 AM
NOV 13 2002
FBI - BOSTON

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREATAMERICA LEASING
CORPORATION,

Plaintiff,

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Defendants,

v.

CSB BANK,

Garnishee.

CIVIL DIVISION

NO. 02-848-CD

CODE:

**PRAECLPICE FOR JUDGMENT
AGAINST GARNISHEE**

FILED ON BEHALF OF:
GreatAmerica Leasing Corporation,
Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

JAMES R. HANKLE, ESQUIRE
PA I.D. NO. 36019

SHERRARD, GERMAN & KELLY, P.C.
35TH FLOOR, FREEMARKETS CENTER
PITTSBURGH, PA 15222-2602
(412) 355-0200

Firm I.D. No. 006

FILED

NOV 14 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREATAMERICA LEASING
CORPORATION,

CIVIL DIVISION

Plaintiff,

NO. 02-848-CD

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Defendants,

v.

CSB BANK,

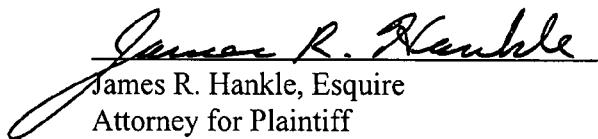
Garnishee.

PRAECIPE FOR JUDGMENT AGAINST GARNISHEE

TO: Prothonotary

Kindly enter judgment against the Garnishee, CSB Bank, in the amount of \$2,551.77, together with record suit costs (\$159.40), which is the amount Defendant owes to Plaintiff and which amount Garnishee has admitted owing to the Defendant, in an Answers to Interrogatories to Garnishee, CSB Bank.

SHERRARD, GERMAN & KELLY, P.C.


James R. Hinkle, Esquire
Attorney for Plaintiff

I hereby certify that the address of the Plaintiff is: 2750 First Avenue, M.E., Suite 300,
Cedar Rapids, Iowa 52406

And that the last known address of the Garnishee is: 1475 Main Street, Coalport, PA 16627

| | |
|--|-----------------|
| Foreign Judgment - filing fee | \$ 20.00 |
| Writ of Execution - filing fee | 20.00 |
| Judgment against Garnishee - filing fee | 20.00 |
| Reissue Writ - filing fee | 7.00 |
| Sheriff fee - service upon Garnishee (first time) | 46.20 |
| Sheriff fee - service upon Garnishee (second time) | <u>46.20</u> |
| TOTAL | \$159.40 |

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREATAMERICA LEASING
CORPORATION,

CIVIL DIVISION

Plaintiff,

NO. 02-848-CD

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Defendants,

v.

CSB BANK,

Garnishee.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: PLAINTIFF
 DEFENDANT
 ADDITIONAL DEFENDANT
 GARNISHEE

You are hereby notified that an Order, Decree or Judgment was entered in the above-captioned proceeding on Garnishee, First National Bank of Pennsylvania, on 11/14/02:

Assumpsit judgment in the amount of \$2,551.77, plus costs (\$159.40) totaling \$ 2,711.17
 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, Pennsylvania.
 Entry of Judgment of
 Court Order
 Non-Pro
 Confession
 Default
 Verdict
 Arbitration Award
 Other

Prothonotary



Deputy

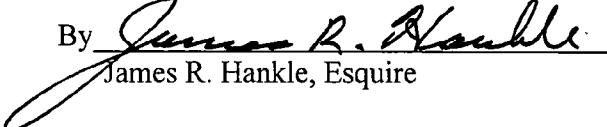
CERTIFICATE OF SERVICE

I, James R. Hankle, Esquire hereby certify that a true and correct copy of the foregoing Praeclipe for Judgment Against Garnishee was served upon the following individual(s) via United States Mail, First Class Delivery this 12th day of November, 2002:

Laurence B. Seaman, Esquire
Gates & Seaman
Two North Front Street
P.O. Box 846
Clearfield, PA 16830

Donna J. Rabenstein
a/k/a Donna J. McKeown
753 Brink Road
Irvona, PA 16656

Brinks Transportation, Inc.
RR No. 1, Box 316H
Houtzdale, PA 16651

By 
James R. Hankle, Esquire

FILED

11/14/02 B7000
NOV 14 2002
cc, *liver*
William A. Shaw
Prothonotary
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
STATEMENT OF JUDGMENT

Greatamerica Leasing Corporation
Plaintiff(s)

No.: 2002-00848-CD

Real Debt: \$2,711.17

Atty's Comm:

Vs. Costs: \$

Int. From:

CSB BANK Entry: \$20.00
Garnishee

Instrument: Judgment

Date of Entry: November 14, 2002

Expires: November 14, 2007

Certified from the record this 14th day of November, 2002



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
DOCKET NO. 02-848-CG

GreatAmerica Leasing Corporation

vs.

Donna Rabenstein and
Brink Transportation, Inc.

vs.

CSB Bank

PETITION TO VACATE/STRIKE PRAECIPE
FOR JUDGMENT AGAINST GARNISHEE

Law Office

DWIGHT L. KOERBER, JR.

ATTORNEY -AT- LAW

110 NORTH SECOND STREET

P. O. BOX 1320

CLEARFIELD, PENNSYLVANIA 16830

FILED

NOV 15 2002

William A. Shaw
Prothonotary/Clerk of Courts

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

GREATAMERICA LEASING
CORPORATION,
Plaintiff

*

*

* Docket No. 02-848-CD

Vs.

*

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,
Defendants

*

*

Vs.

*

CSB Bank,

Garnishee

*

Type of Pleading:

PETITION TO VACATE/STRIKE PRAECIPE FOR
JUDGMENT AGAINST GARNISHEE

Filed on Behalf of:

DEFENDANTS:

Donna Rabenstein and Brink Transportation, Inc.

Counsel of Record for This Party:

LAW OFFICES OF DWIGHT L. KOERBER, JR.

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

Cynthia B. Stewart, Esquire
PA I.D. No. 82380

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

FILED

NOV 15 2002

01101149

William A. Shaw
Prothonotary/Clerk of Courts

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

GREATAMERICA LEASING
CORPORATION,
Plaintiff

*

Vs.
DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,
Defendants

*

*

Vs.
CSB Bank,
Garnishee

*

*

ORDER

AND NOW, this 15 day of November, 2002, upon consideration
of the Petition of Defendants and this Court's Order of November 8, 2002, which stayed
the Re-Issued Writ of Execution, it is the Order of this Court as that the Praeclipe for
Judgment against Garnishee is stricken and the judgment against Garnishee, CSB Bank,
is vacated.

A rule is hereby issued upon Plaintiff to Show Cause why the request for counsel
fees and sanctions should not be granted. Rule Returnable the 2nd day of
December, 2002, for filing a written response.

FILED

BY THE COURT:

JUDGE

NOV 15 2002
0/3:46/2002
William A. Shaw
Prothonotary
4 Cents To 2002

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

GREATAMERICA LEASING
CORPORATION,
Plaintiff

*

*

* Docket No. 02-848-CD

Vs.

*

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,
Defendants

*

*

*

Vs.

*

*

CSB Bank

*

Garnishee.

**PETITION TO VACATE/STRIKE PRAECIPE FOR JUDGMENT AGAINST
GARNISHEE**

COMES NOW, Donna Rabenstein and Brink Transportation, Inc.,
Defendants, by and through counsel, Law Offices of Dwight L. Koerber, Jr. and
avers as follows:

1. GreatAmerica Leasing Company, hereinafter "Plaintiff", is apparently, a corporation doing business in the State of Iowa.

2. Donna Rabenstein, referred collectively with Brink Transportation, Inc. as "Defendants", is an adult individual residing in Houtzdale, Clearfield County, Pennsylvania.
3. Brink Transportation, Inc., referred collectively with Donna Rabenstein as "Defendants", is a Pennsylvania corporation with its principal place of business at R.R. 1, Box 316-H, Houtzdale, Clearfield County, Pennsylvania.
4. Plaintiff obtained a judgment against Defendants in Iowa.
5. Plaintiff is seeking to enforce the foreign judgment in Clearfield County, Pennsylvania, and filed a Praecept to Re-Issue Writ of Execution.
6. The Praecept to Re-Issue Writ of Execution requests a writ of execution against the Defendants and against the garnishee, CSB Bank.
7. Defendants filed a Petition to Vacate Foreign Judgment on November 6, 2002.
8. The Court issued an Order on November 8, 2002, which set December 2, 2002 for Plaintiff's written response.
9. The Order of November 8, 2002 also stays the Re-issued Writ of Execution until further Order of Court.

10. On November 8, 2002, Plaintiff was served with the Order and Petition to Vacate Foreign Judgment, a copy of which is attached hereto as Exhibit A.
11. Notwithstanding the stay granted by the November 8, 2002 Order of the Honorable Court, on or about November 14, 2002, the Plaintiff filed a Praeclipe for Judgment Against Garnishee.
12. Defendants maintain that there are serious defects with the Plaintiff's judgment, which render it invalid and unenforceable.
13. Therefore, Plaintiff is now seeking to enter an invalid and unenforceable judgment against the garnishee.
14. As the underlying judgment has been challenged and a stay of execution granted, it is improper for the Plaintiff to proceed against the garnishee until the issues have been resolved.
15. As further support for the Defendants' position, Defendant hereby incorporates by reference the Petition to Vacate Foreign Judgment, which is attached hereto as Exhibit A.
16. Defendants respectfully request that the Court vacate the Praeclipe for Judgment Against Garnishee.
17. The Praeclipe for Judgment Against Garnishee fails to conform with the Pennsylvania Rules of Civil Procedure.

18. Rule 440 provides that service of legal papers, other than original process, is to be to the attorney, whose name is set forth on the prior pleading.
19. This office was never served with a copy of the Praeclipe for Judgment Against Garnishee.
20. Plaintiff has included impermissible costs in said Praeclipe.
21. In the alternative, Defendants respectfully request this Honorable Court enter an Order striking the Plaintiff's Praeclipe.
22. Defendants seek counsel fees in accordance with 42 Pa.C.S.A. § 2503.
23. Because Plaintiff's action is in direct contravention of the November 8, 2002 Order granting a stay, Defendants seek attorney fees of \$500.00 to cover this Petition and other sanctions as the Court deems appropriate.

WHEREFORE, the Defendants respectfully request that the Court enter an Order vacating the judgment against garnishee and award attorney's fees and sanctions against Plaintiff as this Honorable Court deems appropriate.

Respectfully Submitted,


Dwight L. Koerber, Jr., Esquire
Cynthia B. Stewart, Esquire
Attorney for Defendants

Exhibit A

Attached hereto is a copy of Order and The Petition to Vacate Foreign Judgment.

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

GREATAMERICA LEASING
CORPORATION,

Plaintiff.

*

*

* Docket No. 02-848-CD

Vs.

*

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,
Defendants.

*

*

Type of Pleading:
**PETITION TO VACATE
FOREIGN JUDGMENT**

Filed on Behalf of:
DEFENDANTS:
Donna Rabenstein and
Brink Transportation, Inc.

Counsel of Record for
This Party:

**LAW OFFICES OF
DWIGHT L. KOERBER, JR.**

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

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

NOV 06 2002

Attest.

William A. Stewart
Prothonotary/
Clerk of Courts

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

Cynthia B. Stewart, Esquire
PA I.D. No. 82380

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

GREATAMERICA LEASING *
CORPORATION,
Plaintiff. *

Vs. * Docket No. 02-848-CD
*

DONNA RABENSTEIN and *
BRINK TRANSPORTATION, INC.,
Defendants. *

ORDER

NOW, this 8th day of November, 2002, upon consideration of the attached petition, a Rule is hereby issued upon GreatAmerica Leasing Company to Show Cause why the Petition should not be granted. Rule Returnable the 2nd day of ~~November~~ December, 2002, for filing a written response.

The Re-issued Writ of Execution is hereby stayed until further Order of this Court.

BY THE COURT:

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

NOV 06 2002

/s/ JOHN K. REILLY, JR.

JUDGE

Attest.

Wm. E. Reilly
Prothonotary/
Clerk of Courts

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

| | |
|--|---|
| GREATAMERICA LEASING CORPORATION, Plaintiff. | * |
| Vs. | * |
| DONNA RABENSTEIN and BRINK TRANSPORTATION, INC., Defendants. | * |

*

* Docket No. 02-848-CD

PETITION TO VACATE FOREIGN JUDGMENT

COMES NOW, Donna Rabenstein and Brink Transportation, Inc.,
Defendants, by and through counsel, Dwight L. Koerber, Jr. and avers as follows:

1. GreatAmerica Leasing Company, hereinafter "Plaintiff", is apparently, a corporation doing business in the State of Iowa.
2. Donna Rabenstein, hereinafter "Rabenstein" and referred collectively with Brink Transportation, Inc. as "Defendants", is an adult individual residing in Houtzdale, Clearfield County, Pennsylvania.
3. Brink Transportation, Inc., hereinafter "Brink" and referred collectively with Donna Rabenstein as "Defendants", is a Pennsylvania corporation

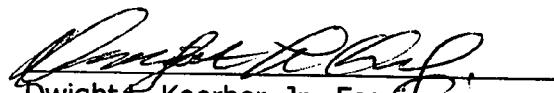
with its principal place of business at R.R. 1, Box 316-H, Houtzdale, Clearfield County, Pennsylvania.

4. Rabinstein is an employee of Brink; however, she is not an authorized agent of the corporation to enter into contracts or accept service on Brink's behalf.
5. Plaintiff obtained a judgment against Defendants in Iowa.
6. Plaintiff is seeking to register the foreign judgment in Clearfield County, Pennsylvania.
7. The foreign judgment is invalid and unenforceable because it was secured in violation of Defendants' due process rights.
8. The foreign judgment is invalid and unenforceable because the courts in Iowa lacked jurisdiction over the Defendants.
9. Apparently, the underlying claim stems from an alleged contract by the Defendants to lease a copier from Word Processing Services, Inc.
10. The alleged agreement occurred in Clearfield County, Pennsylvania.
11. The copier came from Word Processing Services, Inc. in Altoona, Pennsylvania and was delivered in Clearfield County, Pennsylvania.
12. The Defendants have never been to Iowa and do not conduct business in Iowa.
13. The Defendants lack minimum contacts with Iowa.

14. The Defendants lack even random, fortuitous or attenuated contacts with Iowa.
15. Iowa lacked personal jurisdiction over the Defendants.
16. Iowa's assertion of jurisdiction is contrary to fair play and substantial justice.
17. Furthermore, notice to Defendants by Plaintiff of the action in Iowa was defective and therefore, Defendants had no opportunity to be heard.
18. Rabenstein is not an executive officer, partner or trustee of Brink.
19. Rabenstein is likewise not the manager, clerk or person in charge of any regular place of business for Brink.
20. The Defendants were not afforded proper notice regarding the proceeding in Iowa.
21. Plaintiff has failed to join an indispensable party, Word Processing Services, Inc.
22. Plaintiff has included a usurious rate of interest, 18%, in addition to the improper judgment.
23. Plaintiff has impermissibly included attorney's fees in the improper judgment.
24. Because of the many defects that exist, the Plaintiff's foreign judgment should be vacated.

WHEREFORE, the Defendants respectfully request that the Court enter an Order vacating the foreign judgment obtained by Plaintiff, GreatAmerica Leasing Company.

Respectfully Submitted,



Dwight L. Koerber, Jr., Esquire
Cynthia B. Stewart, Esquire
Attorney for Defendants:
Donna Rabenstein and
Brink Transportation, Inc.

VERIFICATION

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

BRINK TRANSPORTATION, INC.

By: Samuel D. Brink
Samuel D. Brink, President

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

GREATAMERICA LEASING
CORPORATION,
Plaintiff.

*

Vs.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,
Defendants.

* Docket No. 02-848-CD

*

*

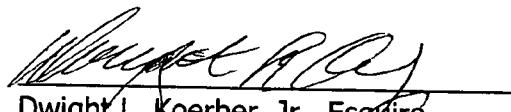
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*

CERTIFICATE OF SERVICE

This is to certify that on the 6th day of November, 2002, the
undersigned served via U.S. First Class Mail a true and correct copy of the
foregoing Petition in the above-captioned matter upon the following:

James R. Hankle, Esquire
SHERRARD, GERMAN & KELLY, P.C.
35TH Floor, Freemarkets Center
Pittsburgh, PA 15222-2602


Dwight L. Koerber, Jr., Esquire
Cynthia B. Stewart, Esquire
Attorney for Defendants:
Donna Rabenstein and
Brink Transportation, Inc.

VERIFICATION

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

November 15, 2002
Date

Cynthia B. Stewart
Cynthia B. Stewart, Esquire

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

GREATAMERICA LEASING
CORPORATION,
Plaintiff

*

*

* Docket No. 02-848-CD

Vs.

*

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,
Defendants

*

*

*

Vs.

*

CSB Bank,
Garnishee

*

CERTIFICATE OF SERVICE

This is to certify that on the 15th day of November, 2002, the
undersigned served via U.S. First Class Mail a true and correct copy of the
foregoing Petition in the above-captioned matter upon the following:

James R. Hankle, Esquire
SHERRARD, GERMAN & KELLY, P.C.
35TH Floor, Freemarkets Center
Pittsburgh, PA 15222-2602

Laurence B. Seaman, Esquire
GATES AND SEAMAN
2 North Front Street
P.O. Box 846
Clearfield, PA 16830

Cynthia B. Stewart
Dwight L. Koerber, Jr., Esquire
Cynthia B. Stewart, Esquire
Attorney for Defendants

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

GREATAMERICA LEASING
CORPORATION,
Plaintiff

*

*

* Docket No. 02-848-CD

Vs.

*

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,
Defendants

*

*

*

Vs.

*

*

CSB Bank,
Garnishee

*

Type of Pleading:
CERTIFICATE OF SERVICE

Filed on Behalf of:

DEFENDANTS:

Donna Rabenstein and Brink Transportation, Inc.

Counsel of Record for This Party:

LAW OFFICES OF DWIGHT L. KOERBER, JR.

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

Cynthia B. Stewart, Esquire
PA I.D. No. 82380

FILED

NOV 19 2002

William A. Shaw
Prothonotary

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

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

| | |
|-----------------------------|----------------------|
| GREATAMERICA LEASING | * |
| CORPORATION, | * |
| Plaintiff | * |
| | * |
| Vs. | Docket No. 02-848-CD |
| | * |
| DONNA RABENSTEIN and | * |
| BRINK TRANSPORTATION, INC., | * |
| Defendants | * |
| | * |
| Vs. | * |
| | * |
| CSB Bank, | * |
| Garnishee | * |

CERTIFICATE OF SERVICE

This is to certify that on the 15th day of November, 2002, the
undersigned served via U.S. First Class Mail a true and correct copy of the
Order and Petition to Vacate/Strike Praecipe for Judgment Against Garnishee
in the above-captioned matter upon the following:

James R. Hankle, Esquire
SHERRARD, GERMAN & KELLY, P.C.
35TH Floor, Freemarkets Center
Pittsburgh, PA 15222-2602

Laurence B. Seaman, Esquire
GATES AND SEAMAN
2 North Front Street
P.O. Box 846
Clearfield, PA 16830

Cynthia B. Stewart
Dwight L. Koerber, Jr., Esquire
Cynthia B. Stewart, Esquire
Attorney for Defendants
DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC

FILED

CC

Aug 19 2002

Amber Stewart

CC

Amber Stewart

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREATAMERICA LEASING
CORPORATION,

Plaintiff,

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.

Defendants.

CIVIL DIVISION

NO. 02-848-CD

CODE:

**ANSWER TO PETITION TO VACATE/
STRIKE PRAECIPE FOR JUDGMENT
AGAINST GARNISHEE**

FILED ON BEHALF OF:
GreatAmerica Leasing Corporation,
Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

JAMES R. HANKLE, ESQUIRE
PA I.D. NO. 36019

SHERWARD, GERMAN & KELLY, P.C.
35TH FLOOR, FREEMARKETS CENTER
PITTSBURGH, PA 15222-2602
{412} 355-0200

Firm I.D. No. 006

FILED

02 2002

William A. Shew
Pfeiferet

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

GREATAMERICA LEASING
CORPORATION,

Plaintiff, NO. 02-848-CD

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Defendants.

**ANSWER TO PETITION TO VACATE/STRIKE PRAECIPE
FOR JUDGMENT AGAINST GARNISHEE**

AND NOW, comes Plaintiff, GreatAmerica Leasing Corporation, by and through its counsel, James R. Hankle, Esquire and Sherrard, German & Kelly, P.C., and files the following Answer to Petition to Vacate/Strike Praecipe for Judgment Against Garnishee, as follows:

1. As to the allegations contained in Paragraph 1, admitted.
2. As to the allegations contained in Paragraph 2, same pertain to the identity of an adverse party and are neither admitted nor denied. Strict proof is demanded.
3. As to the allegations contained in Paragraph 3, same pertain to the identity of an adverse party and are neither admitted nor denied. Strict proof is demanded.
4. As to the allegations contained in Paragraph 4, admitted.
5. As to the allegations contained in Paragraph 5, admitted.
6. As to the allegations contained in Paragraph 6, admitted.

7. As to the allegations contained in Paragraph 7, same relate to matters within the exclusive knowledge and control of Defendant, and Plaintiff is without sufficient knowledge to form a belief as to the truth thereof, and if material, proof thereof is demanded.

8. As to the allegations contained in Paragraph 8, admitted.

9. As to the allegations contained in Paragraph 9, admitted.

10. As to the allegations contained in Paragraph 10, it is denied that Plaintiff received a copy of the November 8, 2002 Order of Court on November 8, 2002, when to the contrary, Plaintiff's counsel believes that Plaintiff's counsel did not receive a copy of the November 8, 2002 Order in their office until November 12, 2002.

11. As to the allegations contained in Paragraph 11, admitted. By way of further answer, the Praeclipe for Judgment Against Garnishee was mailed on November 11, 2002, before Plaintiff received a copy of the November 8, 2002 Order of Court.

12. As to the allegations contained in Paragraph 12, same relate to matters within the exclusive knowledge and control of Defendant, and Plaintiff is without sufficient knowledge to form a belief as to the truth thereof, and if material, proof thereof is demanded.

13. As to the allegations contained in Paragraph 13, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

14. As to the allegations contained in Paragraph 14, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

15. As to the allegations contained in Paragraph 15, Plaintiff incorporates Paragraphs 1 through 24 of its Response to Petition to Vacate Foreign Judgment hereto as if fully set herein.

16. As to the allegations contained in Paragraph 16, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

17. As to the allegations contained in Paragraph 17, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

18. As to the allegations contained in Paragraph 18, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

19. As to the allegations contained in Paragraph 19, it is admitted that Plaintiff inadvertently failed to serve a copy of the Praeclipe for Judgment Against Garnishee on counsel for Defendants.

20. As to the allegations contained in Paragraph 20, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

21. As to the allegations contained in Paragraph 21, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

22. As to the allegations contained in Paragraph 22, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

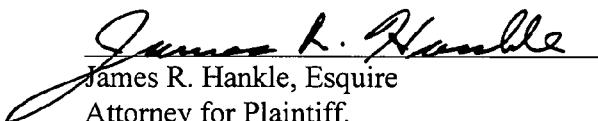
23. As to the allegations contained in Paragraph 23, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

24. Since receiving a copy of this Honorable Court's November 8, 2002 Order, no further action has been taken by Plaintiff's counsel, nor did it receive any monies from the garnishee, CSB Bank.

WHEREFORE, Plaintiff, GreatAmerica Leasing Corporation, respectfully requests this Honorable Court deny Defendants' Petition to Vacate/Strike Praeclipe for Judgment Against Garnishee, since any and all further action is stayed until further notice by this Honorable Court, and deny Defendants' request for an award of attorneys fees and sanctions against Plaintiff, since Plaintiff's Praeclipe for Judgment Against Garnishee was mailed prior to Plaintiff's counsel reviewing this Honorable Court's November 8, 2002 Order.

Respectfully submitted,

SHERRARD, GERMAN & KELLY, P.C.



James R. Hankle, Esquire
Attorney for Plaintiff,
GreatAmerica Leasing Corporation

CERTIFICATE OF SERVICE

I, James R. Hankle, Esquire hereby certify that a true and correct copy of the foregoing
Answer to Petition to Vacate/Strike Praeclipe for Judgment Against Garnishee was served upon
counsel of record by United States Mail, First Class Delivery this 27th day of November, 2002:

Dwight L. Koerber, Jr., Esquire
Cynthia B. Stewart, Esquire
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

By James R. Hankle
James R. Hankle, Esquire

VERIFICATION

I, James R. Hankle, Esquire, hereby verify that:

1. Plaintiff, GreatAmerica Leasing Corporation is outside the jurisdiction of this Honorable Court;
2. I have sufficient knowledge or information and belief from documentation forwarded to me by GreatAmerica Leasing Corporation; and
3. The facts and allegations set forth in the within Plaintiff's, GreatAmerica Leasing Corporation, Answer to Petition to Vacate/Strike Praeclipe for Judgment Against Garnishee are true the best of my knowledge.

Date: November 27, 2002

By: 
James R. Hankle, Esquire

FILED

NO
10-4784
DEC 02 2002
ECC
WMA

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREATAMERICA LEASING
CORPORATION,

Plaintiff,

v.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.

Defendants.

CIVIL DIVISION

NO. 02-848-CD

CODE:

**RESPONSE TO PETITION TO
VACATE FOREIGN JUDGMENT**

FILED ON BEHALF OF:
GreatAmerica Leasing Corporation,
Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

JAMES R. HANKLE, ESQUIRE
PA I.D. NO. 36019

SHERRARD, GERMAN & KELLY, P.C.
35TH FLOOR, FREEMARKETS CENTER
PITTSBURGH, PA 15222-2602
{412} 355-0200

Firm I.D. No. 006

FILED

DEC 02 2002

William A. Shaw
Prothonotary

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

**GREATAMERICA LEASING
CORPORATION,**

Plaintiff, NO. 02-848-CD

V.

DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,

Defendants.

RESPONSE TO PETITION TO VACATE FOREIGN JUDGMENT

AND NOW, comes Plaintiff, GreatAmerica Leasing Corporation, by and through its counsel, James R. Hankle, Esquire and Sherrard, German & Kelly, P.C., and files the following Response to Petition to Vacate Foreign Judgment, as follows:

1. As to the allegations contained in Paragraph 1, admitted.
2. As to the allegations contained in Paragraph 2, same pertain to the identity of an adverse party and are neither admitted nor denied. Strict proof is demanded.
3. As to the allegations contained in Paragraph 3, same pertain to the identity of an adverse party and are neither admitted nor denied. Strict proof is demanded.
4. As to the allegations contained in Paragraph 4, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.
5. As to the allegations contained in Paragraph 5, admitted.
6. As to the allegations contained in Paragraph 6, admitted.

7. As to the allegations contained in Paragraph 7, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

8. As to the allegations contained in Paragraph 8, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

9. As to the allegations contained in Paragraph 9, admitted.

10. As to the allegations contained in Paragraph 10, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

11. As to the allegations contained in Paragraph 11, admitted.

12. As to the allegations contained in Paragraph 12, the truth thereof lies within the exclusive knowledge of Defendants, and Plaintiff, after reasonable investigation, is without information sufficient to determine the truth thereof, and same is therefore denied, and if material, proof thereof is demanded.

13. As to the allegations contained in Paragraph 13, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

14. As to the allegations contained in Paragraph 14, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

15. As to the allegations contained in Paragraph 15, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

16. As to the allegations contained in Paragraph 16, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

17. As to the allegations contained in Paragraph 17, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

18. As to the allegations contained in Paragraph 18, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof. By way of further answer, after reasonable investigation, Plaintiff is without information sufficient to form a belief as to the truth thereof, and same is therefore denied, and if material, proof thereof is demanded.

19. As to the allegations contained in Paragraph 19, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof. By way of further answer, after reasonable investigation, Plaintiff is without information sufficient to form a belief as to the truth thereof, and same is therefore denied, and if material, proof thereof is demanded.

20. As to the allegations contained in Paragraph 20, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

21. As to the allegations contained in Paragraph 21, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

22. As to the allegations contained in Paragraph 22, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

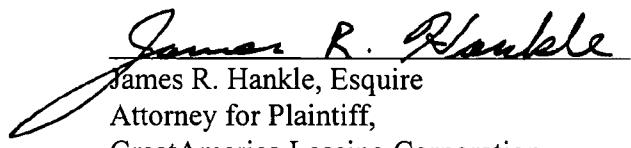
23. As to the allegations contained in Paragraph 23, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

24. As to the allegations contained in Paragraph 24, same constitute legal conclusions to which no response need be made, however, said conclusions are denied to the extent that they may be determined to be factual in nature and strict proof is demanded thereof.

WHEREFORE, Plaintiff, GreatAmerica Leasing Corporation, respectfully requests this Honorable Court deny Defendants' Petition to Vacate Foreign Judgment.

Respectfully submitted,

SHERRARD, GERMAN & KELLY, P.C.



James R. Hangle
James R. Hangle, Esquire
Attorney for Plaintiff,
GreatAmerica Leasing Corporation

VERIFICATION

I, James R. Hankle, Esquire, hereby verify that:

1. Plaintiff, GreatAmerica Leasing Corporation is outside the jurisdiction of this Honorable Court;
2. I have sufficient knowledge or information and belief from documentation forwarded to me by GreatAmerica Leasing Corporation; and
3. The facts and allegations set forth in the within Plaintiff's, GreatAmerica Leasing Corporation, Response to Petition to Vacate Foreign Judgment are true the best of my knowledge.

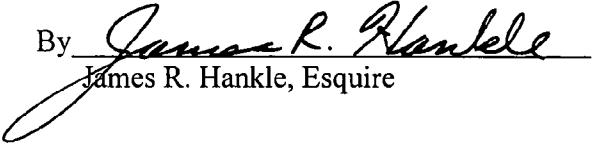
Date: November 27, 2002

By: 
James R. Hankle, Esquire

CERTIFICATE OF SERVICE

I, James R. Hankle, Esquire hereby certify that a true and correct copy of the foregoing **Response to Petition to Vacate Foreign Judgment** was served upon counsel of record by United States Mail, First Class Delivery this 27th day of November, 2002:

Dwight L. Koerber, Jr., Esquire
Cynthia B. Stewart, Esquire
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

By 
James R. Hankle, Esquire

FILED

no cc

March 4, 2012
DCCB
03/02/2012
SAC

William A. Shaw
Prothonotary

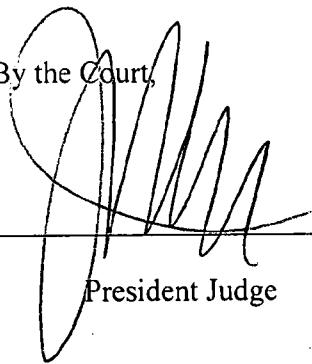
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

GREATAMERICA LEASING :
CORPORATION :
-vs- : No. 02 - 848 - CD
DONNA RABENSTEIN and :
BRINK TRANSPORTATION, INC. :

ORDER

NOW, this 13th day of February, 2003, following argument into the above-captioned matter, it is the ORDER of this Court that counsel for Defendant shall have 30 days to file a reply brief. It is the further ORDER of this Court that counsel for Plaintiff shall submit forthwith a copy of the service of notice on the Defendants of Plaintiff's Complaint and any hearings thereon.

By the Court,

President Judge

FILED

FEB 14 2003

William A. Shaw
Prothonotary

FILED ICC Atty Koerber
019:404671 ICC Atty Hawke

FEB 14 2003

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KA

William A. Shaw
Prothonotary

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

GREATAMERICA LEASING CORPORATION, Plaintiff

No. 02-848 - CD

v.
DONNA RABENSTEIN and
BRINK TRANSPORTATION, INC.,
Defendants

MAY 30 2003

William A. Shaw
Prothonotary

FILED

OPINION AND ORDER

This matter arises from a lawsuit originally instituted in the State District Court in Iowa by GreatAmerica Leasing Corporation, a company located in Cedar Rapids Iowa ("Plaintiff"), against Brink Transportation, Inc., a company located in Houtzdale, Pennsylvania, and Donna Rabenstein, an affiliate of Brink Transportation, Inc. (together, "Defendants"). Said lawsuit involved Defendants' alleged breach of an agreement dated 6/25/99, providing for the lease of a photocopying machine (the "Lease Agreement"). The Lease Agreement was executed by Ms. Rabenstein as "President and Owner" of Brink Transportation, Inc., as well as "guarantor" of Brink Transportation, Inc.'s obligations under the Lease Agreement. On June 29, 1999, a documentation clerk working on behalf of Plaintiff contacted Brink Transportation, Inc., spoke with Mrs. Carol Brink and verified Defendants' acceptance of the lease, that the equipment was delivered in good working condition and that the documentation was complete. Following such verification, the Plaintiff executed the lease. Defendant made a total of eighteen (18) lease payments to Plaintiff, and thereafter refused to make further payments. Following verbal demands for payment, Plaintiff filed suit in the State District Court of Iowa pursuant to the forum selection clause contained on the bottom of the front page of the Lease Agreement under

the heading "Unconditional Guaranty to Lessor." The relevant portion of such clause states:

THE UNDERSIGNED AGREES TO THE JURISDICTION AND
VENUE OF FEDERAL AND STATE COURTS IN LINN
COUNTY, IOWA. (Capitalization in original).

On September 12, 2001, an "Original Notice of Suit – Small Claims Action for Money Judgment" was served upon Defendants by the Iowa Secretary of State, and mailed to Defendants by certified United States mail. On September 27, 2001, Defendants entered an appearance and denied the claim asserting that the matter was improperly filed in Iowa rather than in Pennsylvania. Defendants did not appear for trial, and a default judgment was entered in Iowa. Plaintiff filed a Petition for Registration of Foreign Judgment with this Court, and in response Defendants filed a Petition to Vacate Foreign Judgment. Argument was held on February 13, 2003. Pursuant to this Court's Order, the parties have briefed the issues.

A judgment rendered by a sister state is enforceable in this Commonwealth pursuant to the Uniform Enforcement of Foreign Judgments Act (the "Act"). The Act provides that a foreign judgment¹ filed within the Commonwealth shall be treated

in the same manner as a judgment of any court of common pleas of this Commonwealth. A judgment so filed shall be a lien as of the date of filing and shall have the same effect and be subject to the same procedures, defenses and proceedings for re-opening, vacating, or staying as a judgment of any court of common pleas of this Commonwealth and may be enforced or satisfied in like manner.

42 Pa. Cons. Stat. Ann. §4306 (1981).

The Superior Court has stated that under the Act, any properly filed foreign judgment must be accorded full faith and credit "unless there is . . . "some particular overriding reason . . . which would require us to deny full faith and credit to the judgment . . . A lack of personal jurisdiction on the part of the court which originally awarded the judgment or a lack of due

¹ A "foreign judgment" is defined as "any judgment, decree, or order of a court of the United States or of any other court requiring the payment of money which is entitled to full faith and credit in this Commonwealth." 42 Pa. C.S.A. §4306(f).

process on the part of that court.” Tandy Computer Leasing, a Div. of Tandy Electronics, Inc. v. DeMarco, 564 A.2d 1299, 1301 (Pa. Super. 1989), quoting Everson v. Everson, 400 A.2d 887 (Pa. Super. 1990). However, “the full faith and credit clause does not require recognition of a judgment of a sister state rendered without jurisdiction.” Bancorp Group, Inc. v. Pirogo, Inc., 744 A.2d 791, 792 (Pa. Super. 2000). A party may challenge a judgment on the basis of lack of jurisdiction at any time, and will bear the burden of proof on such issue. Id.; Noetzel v. Glasgow, Inc., 487 A.2d 1372, 1375-76 (Pa. Super. 1985).

A judgment rendered by a court on a contract conferring jurisdiction on such court may likewise be challenged on jurisdictional grounds. However, a Pennsylvania court “should decline to proceed with the cause when the parties have freely agreed that litigation shall be conducted in another forum and where such agreement is not unreasonable at the time of litigation.” Churchill Corp. v. Third Century, Inc., 578 A.2d 532, 536 (Pa. Super. 1990).

Under Pennsylvania law, a forum selection clause is “unreasonable”

where its enforcement would, under all circumstances existing at the time of litigation, seriously impair [a party’s] ability to pursue its cause of action. . . Mere inconvenience or additional expense is not the test of unreasonableness if the plaintiff received under the contract consideration for its agreement to litigate in a specified forum. . . If the agreed upon forum is available to plaintiff and said forum can do substantial justice to the cause of action then plaintiff should be bound by its agreement.

Id.

However, where enforcement of a forum selection clause would result in a situation where

it is more expensive to defend a cause of action than to pay a default judgment *solely because of the location in which the matter is being adjudicated*, litigation in the foreign forum is no longer a matter of mere inconvenience or additional expense; rather it rises to the level of serious impairment of the parties’ ability to defend against the action.

Id. at 536 (emphasis added).

In the case at hand, Defendants assert that the forum selection clause is unreasonable because (1) the Iowa court lacked personal jurisdiction² over Defendants; (2) Plaintiff never advised Defendants that the document would be governed by the law of Iowa; and (3) there was no consideration given by Plaintiff to Defendants for Defendants' agreement to abide by the forum selection clause.³

The principles and analysis set forth in Churchill Corp. v. Third Century, Inc., 578 A.2d 532 (Pa. Super. 1991), are instructive in the case at hand. In that case, a Pennsylvania company leased an office machine from a Missouri corporation doing business in Pennsylvania through a local dealer. The lease agreement provided that jurisdiction and venue would lie in Missouri. The lessee stopped making lease payments after the machine malfunctioned, and the lessor attempted to bring suit in Missouri. The Superior Court refused to enforce the forum selection clause, finding that (1) because venue would lie in Missouri, it would be more expensive to defend the claim than to pay a judgment in default resulting in a serious impairment to the parties' ability to defend against the action; (2) the lessee received no consideration for agreeing to the forum selection clause and in fact, the lessee's representative was unaware that such clause existed; and (3) the agreed upon forum could not render substantial justice because of the extraordinary expense to be incurred litigating in a forum in which lessee had virtually no connections. Id. at 537.

² Defendants assert that a provision in a contract that the laws of a particular forum are to govern a dispute "is not the equivalent to consent to personal jurisdiction." Bancorp Group Inc. v. Pirogo, 744 A.2d 791 (Pa. Super. 2000). However, this statement taken from the Pirogo case related to a choice of law provision in a contract. In the case at hand, it is not the choice of law provision but rather the choice of forum clause contained within the Lease Agreement that is at issue, and thus this statement from the Pirogo case and the attendant "minimum contacts" analysis is inapplicable.

³ Given this Court's findings, it is unnecessary to reach Defendants' allegations that the lease agreement was executed by a party who lacked proper authority to bind the company, or that the agreement was procured by fraud.

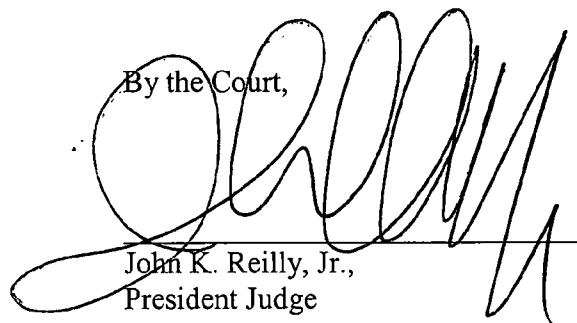
As in Churchill Corp., in this case the Defendants were contacted by a dealer for Plaintiff located in Altoona, Pennsylvania regarding the lease of a photocopier. The photocopier was delivered to Defendants place of business in Houtzdale from Altoona. Prior to the commencement of the proceedings in Iowa, Defendants had virtually no contact with that state. Clearly, the cost of litigating this claim in Iowa, a jurisdiction located a significant distance from Houtzdale, Pennsylvania, would in all likelihood be more expensive than paying the amount of the judgment at issue (\$1970.74). Given that fact, the cost clearly impaired Defendants ability to defend the action. Additionally, just as in Churchill Corp., the Defendants herein neither negotiated for nor received consideration for agreeing to the forum selection clause, and also as in Churchill Corp., the representative signing on behalf of Brink Transportation was unaware of the existence of such clause. Finally, as in Churchill Corp., Defendants have virtually no connections to the State of Iowa, and as a result, the expenses attendant to litigating in Iowa, including transportation costs and legal fees, would be significant enough to prevent Defendants' participation in the lawsuit such that the Iowa court could not render substantial justice.

In sum, this Court finds that the expense of defending the cause of action arising from the Lease Agreement would have caused Defendants to incur more expense than actually paying the default judgment, solely based upon the fact that the litigation would take place in the state of Iowa. As such, enforcement of the forum selection clause in this case would and did in fact amount to a "serious impairment of the parties' ability to defend against the action." Churchill Corp., 578 A.2d at 536. On this basis, this Court finds the forum selection clause contained in the Lease Agreement to be unreasonable.

WHEREFORE, the Court enters the following Order:

O R D E R

AND NOW this 30th day of May, 2003, upon consideration of the Petition to Vacate Foreign Judgment filed by and on behalf of Defendants Donna Rabenstein and Brink Transportation, Inc., said Petition be and is hereby GRANTED.

By the Court,

John K. Reilly, Jr.,
President Judge

FILED

01 3:40-03-11ccAmy Hanckle
MAY 30 2003 11cc Amy Koester
William A. Shadoks, m:resell
Prothonotary

Q3K