

03-488-CD
Enterprise Rent a Car Co. vs. Gregory Winters

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

ENTERPRISE RENT A CAR COMPANY
OF PITTSBURGH, INC.

CIVIL ACTION - LAW

Plaintiff,

No. 03-489-CD

vs.

GREGORY WINTERS,

**NOTICE OF APPEAL FROM
DISTRICT JUSTICE JUDGMENT**

Defendant.

Filed on Behalf of Plaintiff:
ENTERPRISE RENT A CAR COMPANY OF
PITTSBURGH, INC.

COUNSEL OF RECORD FOR THIS
PARTY:

Charles J. Vollmer
PA I.D. No. 22049

VOLLMER RULONG & KEATING, P.C.
Suite 1212
Grant Building
Pittsburgh, PA 15219
(412) 391-2121

Firm I.D. No. 916

FILED

APR 04 2003

**William A. Shaw
Prothonotary**

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:	46-3-04
DJ Name: Hon.	JAMES L. HAWKINS
Address:	251 SPRING STREET P.O. BOX 362 HOUTZDALE, PA
Telephone: (814) 378-7160	16651-0362

****CORRECTED COPY****

**C/O VOLLMER RULONG & KEATING, P.C.
SUITE 1212
GRANT BUILDING
PITTSBURGH, PA 15219**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF/JUDGMENT DEBTOR:
NAME and ADDRESS
**ENTERPRISE RENT-A-CAR OF PITTSBURGH
SUITE 1212
GRANT BUILDING
PITTSBURGH, PA 15219**
VS.
DEFENDANT/JUDGMENT CREDITOR:
NAME and ADDRESS
**WINTERS, GREGORY
MOSHANNON VALLEY APTS 9
HOUTZDALE, PA 16651**

Docket No.: **CV-0000001-03**
Date Filed: **1/09/03**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT DEF.

☒ Judgment was entered for: (Name) **WINTERS, GREGORY**

☒ Judgment was entered against: (Name) **ENTERPRISE RENT-A-CAR OF PITTS**

in the amount of \$ **.00** on: (Date of Judgment) **3/26/03**

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

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

Amount of Judgment	\$ <u>.00</u>
Judgment Costs	\$ <u>.00</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>.00</u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
	=====
Certified Judgment Total	\$ _____

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

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

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

3-26-03 Date *James L. Hawkins*, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
_____, Date _____, District Justice

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

SEAL

COURT OF COMMON PLEAS

FROM

JUDICIAL DISTRICT

DISTRICT JUSTICE JUDGMENT

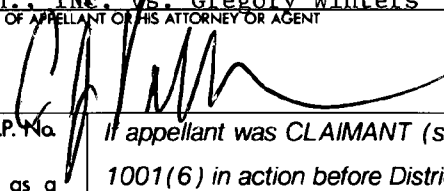
CLEARFIELD COUNTY

COMMON PLEAS No.

03-489-CD

NOTICE OF APPEAL

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

NAME OF APPELLANT		MAG. DIST. NO. OR NAME OF D.J.	
Enterprise Rent A Car Company of Pgh., Inc.		46-3-04	
ADDRESS OF APPELLANT		CITY	STATE
c/o Vollmer Rulong & Keating, P.C. Suite 1212 Grant Bldg. 330 Grant St. Pgh., PA 15219			ZIP CODE
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)		(Defendant)
3-26-03	Enterprise Rent A Car Co. of Pgh., Inc. vs. Gregory Winters		
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
CV 1-03			
LT			
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>_____ Signature of Prothonotary or Deputy</p>			
<p>If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>			

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

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

Signature of appellant or his attorney or agent

RULE: To _____, appellee(s).
Name of appellee(s)

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

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

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

Date: _____

Signature of Prothonotary or Deputy

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, _____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____

William A. Shaw
Prothonotary

FILED
APR 04 2003
13:00
Any pd.
85.00
Copies to Any
Volunteer

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

ENTERPRISE RENT A CAR COMPANY
OF PITTSBURGH, INC.

Plaintiff,

vs.

GREGORY WINTERS,

Defendant.

CIVIL ACTION - LAW

Code: 010

No. 03-489 CD

COMPLAINT IN CIVIL COMPLAINT

FILED ON BEHALF OF PLAINTIFF:
Enterprise Rent A Car Company of
Pittsburgh, Inc.

COUNSEL OF RECORD FOR THIS
PARTY:

Charles J. Vollmer
Pa. I.D. No. 22049

VOLLMER RULONG &
KEATING, P.C.

Suite 1212
Grant Building
Pittsburgh, PA 15219
(412) 391-2121
Firm I.D. No. 916

*THIS DOCUMENT IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE*

FILED

APR 10 2003

William A. Shaw
Prothonotary

ENTERPRISE RENT A CAR COMPANY)	CIVIL ACTION - LAW
OF PITTSBURGH, INC.,)	
)	
Plaintiff,)	
)	
vs.)	No. 03-289 CD
)	
GREGORY WINTERS,)	COMPLAINT IN CIVIL ACTION
)	
Defendant,)	

You have been sued in court. If you wish to defend against the claim set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

**DAVID S.MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 32**

3. On or about April 22, 2002, the Defendant, Gregory Winters entered a contract with Plaintiff for the rental of an automobile. A true and correct copy of the contract is attached hereto, made a part hereof, and marked as Exhibit "1" pages 1 and 2.

4. Under Section 1 of the contract (Ex. "1"), Defendant, Gregory Winters promised to return the rented automobile to Plaintiff in the same condition as when delivered to her, ordinary wear and tear excepted.

5. Under Section 2 (g) of the contract (Ex. "1"), Defendant, Gregory Winters agreed to pay for any damage incurred to the rented automobile if a damage waiver is not purchased or does not apply.

6. Under Section 3 of the contract (Ex. "1"), Defendant, Gregory Winters agreed to be responsible for and pay Plaintiff the retail value of replacing and/or repairing all losses and damages to the rented automobile, including loss of use during the period the rented automobile may be unavailable for rental use, regardless of fault or negligence of herself or any other person.

7. The automobile rented by Defendant, Gregory Winters was delivered to her in good condition.

8. On or about May 1, 2002 the automobile rented by Defendant, Gregory Winters was severely damaged as a result of an occurrence that occurred on Township Road T 787 in Susquehanna, Pennsylvania while the vehicle was in the possession of Gregory Winters. Attached hereto made a part hereof and marked as Exhibit "2" is a true and correct copy of the Police Accident Report.

9. Because of the damages sustained to the vehicle as a result of the above described accident, the vehicle was damaged in the amount of \$2,195.85 as set forth on the Johnson Motors, Inc. estimate of record.

10. Attached hereto, made a part hereof and marked as Exhibit "3" pages 1-12 is a true and correct copy of the Johnson Motors, Inc. estimate of Record.

11. Additional charges incurred by Plaintiff are in the amount of \$607.20 representing, loss in value, loss of use and an administration fee. The complete loss is calculated as follows:

Damages:	\$2,195.85
Administration fee	\$ 150.00
Loss of Use	\$ 82.76
Value Diminishment	\$ 210.44
<u>Towing:</u>	<u>\$ 164.00</u>
TOTAL	\$ 2,803.05

12. Despite repeated demands from Plaintiff, Defendant, Gregory Winters has failed or refused to pay for the damages owed to Plaintiff under the terms of the contract between the parties (Ex. "1").

BREACH OF CONTRACT
Enterprise vs. Gregory Winters

13. Paragraphs 1 through 13 are incorporated herein by reference as though set forth at length.

14. Defendant breached Section 1 of the contract (Ex. "1") by failing to return the automobile to Plaintiff in the same condition as when delivered to him.

15. Defendant breached Section 2 (g) of the contract (Ex. "1") by refusing to pay for any damage incurred to the rented automobile if a damage waiver is not purchased or does not apply.

16. A copy of the appraisal report evidencing the damages suffered to Plaintiff due to the Defendant's failure to return the automobile in good condition is attached hereto, made a part hereof and marked as Exhibit "3" pages 1 through 12.

17. Under Section 2 (d) of the contract (Ex. "1"), Plaintiff is entitled to a one and one-half percent (1½ %) carrying charge on all charges unpaid after thirty (30) days after the end of the automobile rental.

18. Under Section 3 (3) of the contract (Ex. "1"), plaintiff is entitled to the retail value replacing and/or repairing all losses and damage to the rented automobile, including loss of use during the period the rented automobile may be unavailable for rental use.

19. The damages sustained to the vehicle are the responsibility of the Defendant, Gregory Winters under the expressed terms of the rental agreement he had signed. As set forth in paragraph 11, Plaintiff's loss is calculated as follows:

Damages:	\$2,195.85
Administration fee	\$ 150.00
Loss of Use	\$ 82.76
Value Diminishment	\$ 210.44
<u>Towing:</u>	<u>\$ 164.00</u>
TOTAL	\$ 2,803.05

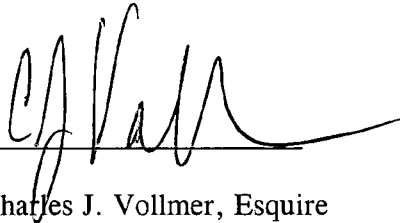
20. Under Section 2 (f) of the contract (Ex. "1"), Defendant agreed to pay Plaintiff for all expenses incurred by Plaintiff in the collection of monies due Plaintiff under the contract or in enforcing any term or condition of the contract, including attorney's fees and costs.

21. Plaintiff's reasonable and actual attorneys fees in pursuing this claim through litigation are \$660.61.

WHEREFORE, the Plaintiff requests judgment in its favor, and against Defendant, Gregory Winters in the amount of \$2,803.05 with interest at one and one half percent (1½ %) from April 30, 2002, attorney's fees of \$660.61 and costs.

VOLLMER RULONG & KEATING, P.C.

BY: _____


Charles J. Vollmer, Esquire



ycled pa

© Enterprise Rent-A-Car Company, 2001

RENTAL AGREEMENT: TERMS AND CONDITIONS

B PA-DE REV 2/99

I AGREE BY MY SIGNATURE ON THIS CONTRACT THAT I HAVE READ AND AM AWARE OF THE FOLLOWING TERMS AND CONDITIONS CONCERNING THE USE OF THE CAR AND ACCEPT FULL RESPONSIBILITY. This contract is the entire agreement between me and the Owner. The terms cannot be changed by another document or by oral agreement. Owner makes no warranties, express or implied. I authorize Owner to verify through credit agencies or other sources, personal, credit and insurance information. Time is of the essence of this agreement. As used in this Agreement "car" means rented automobile, van or truck. "I" means renter, me or authorized driver. "Owner" means Enterprise or its representatives.

1. I agree that car is the property of Owner, although registered title may be in a third party. I agree I received the car in good physical and mechanical condition. I will return the car to Owner in same condition as received, on the date stated on reverse or upon demand of Owner.

2. I AGREE TO PAY TO OWNER ON DEMAND:

- a) Service, time and mileage charges at rate specified on reverse plus other charges if applicable.
- b) The value of tires, tools and accessories lost or stolen from car.
- c) Any fine of legal violation against the car, driver, or Owner during this contract, except for Owner's fault.
- d) A One and One Half Percent (1 1/2%) per month interest charge on all charges not paid within thirty (30) days after the end of the rental.
- e) If the car is not returned to the original rental office without written consent of Owner, the greater of One Hundred Dollars (\$100.00) or Fifty Cents (\$.50) per mile.
- f) All expenses incurred by Owner including attorney's fees and costs, in the collection of monies due Owner.
- g) Damage to car if Damage Waiver is not purchased or does not apply.
- h) Fifty Cents (\$.50) per mile for all miles driven, if car is driven outside the state in which it was rented, without the permission of the Owner.

3. **DAMAGE TO RENTED CAR:** I am responsible for and agree to pay Owner the retail value of replacing and/or repairing all losses and damages to the car. I will pay Owner regardless of fault or negligence of me or any person, and regardless if damages are a result of an act of God. This includes:

- (1) administrative fees
- (2) diminishment of value, and
- (3) "loss of use" during the period it is unavailable for rental use. Loss of use is measured by reasonable rental value of renting a replacement car.
- (4) towing, storage, impound, and appraisal fees.

If Owner offers and renter agrees to pay an additional fee for damage waiver:

A. and if I have initialed the space "All Damage - 3A", I am relieved of all losses and damages to the car;

B. and if I have initialed the space "\$1000 DAMAGE - 3B", I am relieved of responsibility to Owner for an amount equal to any deductible up to a maximum of \$1000. I remain responsible for, and will pay Owner for all losses and damages in excess of this amount.

I agree to present a claim to my insurance agent/carrier for all losses and damages to the car. If I have no insurance to cover said loss, I agree to pay Owner for all such losses.

Damage Waiver does not apply:

- (1) if the car is stolen
- (2) if I or the driver fail to or refuse to make a report of damage to police
- (3) to cover tire chain damages.

A violation of any term of this agreement voids Damage Waiver

4. BODILY INJURY/PROPERTY DAMAGE RESPONSIBILITY TO THIRD PARTIES:

A. If SLP is purchased:

Owner does not provide, extend, or afford any insurance coverage to me or any passenger through this agreement. Owner does provide to authorized drivers third party liability protection for up to \$1,000,000 combined single limit per accident.

B. IF SLP is not purchased:

Owner does not provide, extend, or afford any insurance coverage to me or any passenger through this agreement. Owner's financial responsibility is expressly limited to those applicable provisions of the motor vehicle financial responsibility laws of the state in which the car is registered. Owner's financial responsibility will be excess over any valid and collectible liability insurance. This means that my insurance is primary, and I agree to present a claim to my insurance company for all damages and costs. In the event that I fail to do so, I authorize owner to present a claim to my insurance company.

5. EXCLUSIONS TO SLP COVERAGE AND FINANCIAL RESPONSIBILITY:

Owner's financial responsibility and SLP, if purchased, does not apply:

- (a) if the vehicle is operated outside of the U.S. or Canada;

- (b) if the driver is under the age of 21;
- (c) to injuries to me or any authorized driver or family members of drivers related by blood, marriage, or adoption residing the same household;
- (d) if the vehicle is operated by any person other than me without written consent of owner;
- (e) to uninsured motorist, PIP, and no-fault carriers;
- (f) to injuries to me, driver, or passengers while riding in, alighting from, entering or on rental car;
- (g) to liability imposed upon or assumed by anyone under any workers' compensation act, plan or contract;
- (h) to bodily injury or property damage occurring while the car is used for hire;
- (i) to any property owned by or in the care of me;
- (j) if any of the terms, conditions, or limitations of this contract are violated.

6A. **PERSONAL INJURY PROTECTION AND UNINSURED-UNDERINSURED MOTORIST PROTECTION** is neither contemplated, nor provided as part of this agreement. I expressly waive any rights to claim personal injury protection, uninsured, or underinsured motorist protection from Owner.

6B. See face of contract.

7. **PERSONAL ACCIDENT INSURANCE (PAI):** does not cover third parties for damages or injuries. PAI is limited to reimbursing me, or passengers for medical expenses incurred. PAI is applicable only if I request coverage by initialing applicable block on face of this agreement. PAI is subject to terms and conditions in the actual policy.

8. Accidents must be reported in writing to the original rental office where the car was rented and no later than 24 hours after the accident. I must immediately deliver to the original rental office from where the vehicle was rented every process, pleading or paper relating to any claims, suits or proceedings. I shall not aid any claimant but shall cooperate fully with Owner in all manners connected with any claims or suits.

9. **VIOLATIONS OF THE CONTRACT:** A violation of the contract shall exist if the car is used or driven:

- (a) In violation of any term or condition of this agreement.
- (b) For any illegal purpose, in a race, speed contest, to tow a vehicle or trailer.
- (c) By any person if there is reasonable evidence that they were under the influence of narcotics, intoxicants or drugs.
- (d) By any person other than me without written consent of Owner.
- (e) Out side the state of rental without written consent of Owner.
- (f) Under authority of any license other than my own. I warrant that the license shown to Owner at the time the car is rented is my own and fully valid.
- (g) If I leave the car unlocked or fail to secure the keys.
- (h) Other than a paved public or private road or driveway.
- (i) In a reckless or imprudent manner or if the car is deliberately damaged.
- (j) If I misrepresent facts to Owner as to rental use or operation of the car.
- (k) For transportation or person or property for hire.
- (l) To carry passengers in excess of the allowable seatbelts.
- (m) In violation of any law, ordinance or regulation governing the use or return of the car.

10. My right to use this car ends immediately if I violate the contract. I agree to stop using the car. I will pay all expenses incurred by Owner in returning the car to original place of rental. I agree any continued operation of car after violation is an operation without the knowledge, consent or permission of Owner.

11. I shall defend, indemnify, and hold Owner harmless from all losses, liabilities, damages, injuries, claims, demands, costs and expenses connected with the possession or use of the car.

12. I AUTHORIZE OWNER TO SUBMIT FOR PAYMENT DEBIT AND CREDIT CARD VOUCHERS:

- A. IF EITHER HAS BEEN PRESENTED AS A MEANS OF DEPOSIT OR SECURITY AT THE TIME CAR WAS RENTED.
- B. IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT.

13. **POWER OF ATTORNEY.** I appoint to Owner a Limited Power of Attorney to present insurance claims for property damage to my insurance carrier if the car is damaged during the term of this agreement; and to endorse my name on insurance payments for charges or damages.

14. If any provision of this agreement is unlawful, contrary to public policy, void or unenforceable, remaining provisions shall continue in full force and effect.

LAWRENCE TOWNSHIP POLICE
PO BOX 250 HYDE PA 16843
INCIDENT / ARREST REPORT

DATE 05-01-02 RECD: RADIO TELEPHONE IN PERSON X INCIDENT NUMBER 0791-02

NATURE OF INCIDENT: MINOR 10-45 - OPERATOR LEFT SCENE TIME RECD: 0613
LOCATION: SUSQUEHANNA (TOWNSHIP ROAD T 787)

COMPLAINANT ANONOMOYOUS
ADDRESS

PHONE ()

VICTIM
ADDRESS

PHONE ()
RACE-SEX-AGE

OFFICER(S) ASSIGNED: MORRIS - QUIGLEY - DAVIS

***** DETAILS (To include method, property list and involved persons): *****

AT 0610 A PASSING MOTORIST FLAG DOWN THE POLICE CAR TO REPORT THAT A CAR HAD
HIT A TREE AT THE ABOVE LOCATION. ARRIVED ON SCENE AT 0613, THE DRIVER'S
SIDE FRONT TIRE WAS STILL HOT TO THE TOUCH FROM TRYING TO MOVE THE VEHICLE.
THERE WAS NO SIGN OF THE OPERATOR. THE REGISTRATION CAME BACK TO ENTERPRISE
RENT A CAR.

THE VEHICLE IS RENTED TO ONE GREGORY E. WINTERS RENTAL PHONE 814-378-4768
RENTAL ADDRESS IS MOSHANNON VALLEY APARTMENTS #9 HOUTZDALE PA 16651
OLN ADDRESS IS 137 POINTVIEW ROAD APT #1 PITTSBURGH PA 15227

OLN INFORMATION IS AS FOLLOWS:

SSN 168-56-1342

DOB 10-12-1971

SEX M EYES BRO HGT 5'6"

CLASS C REGULAR OPERATOR, RESTRICTION: 1, SUSPENSION: NO

ACCIDENT REPORT TO BE DONE AFTER CONTACT IS MADE WITH MR. WINTERS

Claim# DX4071-011

TYPE OF PROPERTY	VALUE \$
RECOVERY DATE	CONDITION
PERSON ARRESTED (Y/N)	NAME
RACE-SEX-AGE	DOB
SS#	A.K.A.
CASE STATUS: UNFOUNDED	PENDING X CLEAR BY ARREST EXCEPTIONONLY CLEARED

* 2 \$ 1086.63

DMS

Rpl Reinforcement Bar
+ Labor

Suppl.

OK

4/14/2002 at 02:17 PM

Job Number:

JOHNSON MOTORS, INC.

TAX ID#251123856

RDI BOX 122

DUBOIS, PA 15801

(814)371-8840 Fax: (814)371-7968

D71011

PRELIMINARY ESTIMATE

Written by: JERRY STROKA # #140807

Adjuster:

Insured: ENTERPRISE RENT-A-C
Owner: ENTERPRISE RENT-A-C
Address: 1489 CAMPBELLS RUN RD
PITTSBURGH, PA 15701
Fax: (412) 505-4094

Claim #

Policy #

Deductible:

Date of Loss:

Type of Loss:

Point of Impact: 2. Right Front Pil

MZ3182

Impact
Location:

Insurance
Company:

Days to Repair

1997 DOGC NEON SE 4-2.0L-FI 4D SED RED Int:

VIN: 1B3ES46C61D269849 Lic: DXS-3977 PA Prod Date: Odometer: 23708

Door Deflagger	Tilt Wheel	Intermittent Wipers
Side Side Moldings	Dual Mirrors	Clear Coat Paint
Power Steering	Power Brakes	Driver Air Bag
Passenger Air Bag	Cloth Seats	Bucket Seats
Recline/Lounge Seats		

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
1		FENDER					
2		Bind RT Fender	0	0.00	0.0	0.9	

11/14/2002 at 02:17 PM

Job Number:

PRELIMINARY ESTIMATE

2001 DODG NEON SE 4-2.0L-FI 4D SED RED Int:

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
		ELECTRICAL				
1*	R&I	Mast	0	0.00	<u>0.2</u>	0.0
2		FRONT DOOR				
3*	Rpr	RT Outer panel	0	0.00	<u>5.5</u>	2.3
4		Add for Clear Coat	0	0.00	0.0	0.9
5	R&I	RT Belt w'strip	0	0.00	0.3	0.0
6*	Repl	Qual Recy Parts RT Mirror assy manual	1	<u>43.75</u>	<u>0.5</u>	0.0
7	R&I	RT Molding red	0	0.00	0.3	0.0
8	R&I	RT Handle, outside red	0	0.00	0.3	0.0
9	Repl	RT Nameplate "DODGE"	1	28.25	0.2	0.0
10	R&I	R&I trim panel	0	0.00	0.4	0.0
11		REAR DOOR				
12*	Rpr	RT Outer panel/BUFF	0	0.00	<u>1.5</u>	<u>0.0</u>
13		QUARTER PANEL				
14*	Rpr	RT Quarter panel w/o rocker/BUFF	0	0.00	<u>1.0</u>	<u>0.0</u>
15		REAR BUMPER				
16		O/H rear bumper	0	0.00	1.2	0.0
17	R&I	R&I rear bumper bumper cover	0	0.00	Incl.	0.0
18*	Rpr	Bumper cover	0	0.00	<u>4.0</u>	2.8
19		Add for Clear Coat	0	0.00	0.0	1.1
20#	R&I	RT FENDER PROTECTOR LOWER	0	0.00	0.3	0.0
21#	Repl	MISC CLIPS	1	5.00 T	0.0	0.0
22#		MASK JAMBS	1	0.00 T	0.0	0.5
23#	Repl	FLEX AGENT	1	8.00	0.0	0.0
24	Repl	Reinforcement	1	83.20	Incl.	0.0
25		REAR BODY & FLOOR				
26*	Rpr	RT Extension	0	0.00	<u>1.5</u>	<u>0.0</u>
Subtotals ==>				168.20	17.2	8.5

02/23/2002 at 02:17 PM

Job Number:

18435

PRELIMINARY ESTIMATE

2001 DODG NEON SE 4-2.0L-FI 4D SED RED Int:

Estimate Notes:

REPAIR TIME ON RT. REAR DOOR AND QTR. ARE TO BUFF PANELS

Parts		163.20
Parts Discount	\$ 111.45 -5.0%	-5.57
Body Labor	17.2 hrs @ \$ 30.00/hr	516.00
Paint Labor	8.5 hrs @ \$ 30.00/hr	255.00
Paint Supplies	8.5 hrs @ \$ 18.00/hr	153.00
Sublet/Misc.		5.00

SUBTOTAL \$ 1086.63

GRAND TOTAL \$ 1086.63

ADJUSTMENTS:

Deductible 0.00

CUSTOMER PAY \$ 0.00

INSURANCE PAY \$ 1086.63

THE ABOVE ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER A
ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK
HAS BEEN OPENED UP. OCCASIONALLY AFTER THE WORK HAS STARTED, WORK
ITEMS ARE DISCOVERED WHICH ARE NOT EVIDENT ON THE FIRST INSPECTION
BECAUSE OF THIS THE ABOVE PRICES ARE NOT GUARANTEED

#3 \$ 1017.82 add to \$1086.23

DMS
(OK)

06/21/2002 at 02:42 PM

13996

\$ 2104.45

Job Number:

Aug 1st 2002

JOHNSON MOTORS, INC.

TAX ID#251123856

RDI BOX 122

DUBOIS, PA 15801

(814) 371-8840 Fax: (814) 371-7968

PRELIMINARY ESTIMATE

Written by: JERRY STROKA # 140807

Adjuster:

Suppl. requested by Br 71.

MZ3182

Insured: ENTERPRISE RENT-A-C

Owner: ENTERPRISE RENT-A-C

Address: 4489 CAMPBELLS RUN RD

PITTSBURGH, PA 15701

Fax: (412) 505-4094

Claim #

Policy #

Deductible:

Date of Loss:

Type of Loss:

Point of Impact:

Inspect

Location:

Insurance

Company:

Days to Repair

2001 DODG NEON SE 4-2.0L-FI 4D SED RED Int:

VIN: 1B3ES46C61D269849 **Lic:** DXS-3977 **PA Prod Date:** **Odometer:** 25030

Rear Defogger

Tilt Wheel

Intermittent Wipers

Body Side Moldings

Dual Mirrors

Clear Coat Paint

Power Steering

Power Brakes

Driver Air Bag

Passenger Air Bag

Cloth Seats

Bucket Seats

Recline/Lounge Seats

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1		FRONT BUMPER				
2	R&I	R&I bumper assy	0	0.00	1.0	0.0

06/21/2002 at 02:42 PM
13996

Job Number:

PRELIMINARY ESTIMATE

2001 DODG NEON SE 4-2.0L-FI 4D SED RED Int:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
3*	Rpr	Front cover	0		0.00	<u>2.0</u>	2.6
4		Add for Clear Coat	0		0.00	0.0	1.0
5	Repl	Air deflector	1		24.70	0.3	0.0
6		AIR CONDITIONER & HEATER					
7**	Repl	Qual Repl Parts Condenser	1	276.25	m	1.3	0.0
8		Evacuate & recharge	0	0.00	m	1.4	0.0
9		ENGINE / TRANSAXLE					
10*	O Repl	Resonator	1	<u>58.00</u>	m	0.2	0.0
11		COOLING					
12		Refinish Components	0	0.00		0.0	1.5
13	Repl	Lower tie bar	1	24.25	s	1.0	Incl.
14	Repl	RT Lower tie bar brace	1	15.35	s	0.5	Incl.
15	Repl	LT Lower tie bar brace	1	15.35	s	0.5	Incl.
16*	Rpr	RT Side panel lower	0	0.00	s	<u>2.0</u>	Incl.
17*	Rpr	LT Side panel lower	0	0.00	s	<u>2.0</u>	Incl.
Subtotals ==>				413.90		12.2	5.1

Parts
Parts Discount \$ 137.65 -5.0%
Body Labor 12.2 hrs @ \$ 30.00/hr
Paint Labor 5.1 hrs @ \$ 30.00/hr
Paint Supplies 5.1 hrs @ \$ 18.00/hr

SUBTOTAL \$ 1017.82

GRAND TOTAL \$ 1017.82

ADJUSTMENTS:

Deductible 0.00

06/21/2002 at 02:42 PM
13996

Job Number:

PRELIMINARY ESTIMATE

2001 DODG NEON SE 4-2.0L-FI 4D SED RED Int:

CUSTOMER PAY	\$ 0.00
INSURANCE PAY	\$ 1017.82

THE ABOVE ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN OPENED UP. OCCASIONALLY AFTER THE WORK HAS STARTED, WORN PARTS ARE DISCOVERED WHICH ARE NOT EVIDENT ON THE FIRST INSPECTION BECAUSE OF THIS THE ABOVE PRICES ARE NOT GUARANTEED

06/21/2002 at 02:42 PM
13996

Job Number:

PRELIMINARY ESTIMATE

2001 DODG NEON SE 4-2.0L-FI 4D SED RED Int:

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED: D=DISCONTINUED PART A=APPROXIMATE PRICE B=BODY LABOR D=DIAGNOSTIC E=ELECTRICAL F=FRAME G=GLASS M=MECHANICAL P=PAINT LABOR S=STRUCTURAL T=TAXED MISCELLANEOUS X=NON TAXED MISCELLANEOUS ADJ=ADJACENT ALGN=ALIGN A/M=AFTERMARKET BLND=BLEND CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION D&R=DISCONNECT AND RECONNECT EST=ESTIMATE EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY INCL=INCLUDED MISC=MISCELLANEOUS NON-ADJ=NON ADJACENT O/H=OVERHAUL OP=OPERATION NO=LINE NUMBER QTY=QUANTITY QUAL RECY=QUALITY RECYCLED PART QUAL REPL=QUALITY REPLACEMENT PART RECOND=RECONDITION REFN=REFINISH REPL=REPLACE R&I=REMOVE AND INSTALL R&R=REMOVE AND REPLACE RPR=REPAIR RT=RIGHT SECT=SECTION SUBL-SUBLET LT=LEFT W/O=WITHOUT W/_=WITH/_ #=MANUAL LINE ENTRY *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED]. **=DATABASE LINE WITH AFTERMARKET N=NOTES ATTACHED TO LINE NAGS=NATIONAL AUTO GLASS SPECIFICATIONS.

THE ATTACHED ESTIMATE REPRESENTS AN APPRAISAL OF THE COST OF REPAIR FOR THE VISIBLE DAMAGE TO THE VEHICLE NOTED AT THE TIME OF INSPECTION NECESSARY TO RETURN THE VEHICLE TO ITS PREDAMAGED CONDITION. COSTS ABOVE THE APPRAISED AMOUNT MAY BE THE RESPONSIBILITY OF THE VEHICLE OWNER. THERE IS NO REQUIREMENT THAT THE VEHICLE OWNER USE ANY SPECIFIED REPAIR SHOP. INFORMATION REGARDING REPAIR FACILITIES WHICH WILL BE ABLE TO REPAIR THE VEHICLE FOR THE APPRAISED AMOUNT MAY BE AVAILABLE FROM THE INSURANCE COMPANY. IF USED PARTS ARE SPECIFIED, THEY ARE REQUIRED TO BE OF LIKE KIND AND QUALITY TO THOSE BEING REPLACED. INCIDENTAL CHARGES SUCH AS TOWING, PROTECTIVE CARE, CUSTODY, STORAGE, DEPRECIATION, BATTERY AND TIRE REPLACEMENT ARE NOTED WHEN APPLICABLE.

07/15/2002 at 03:24 PM
13996

Job Number: 64893

JOHNSON MOTORS, INC.

TAX ID#251123856

RDI BOX 122

DUBOIS, PA 15801

(814)371-8840 Fax: (814)371-7968

PRELIMINARY SUPPLEMENT 1 WITH SUMMARY

Written by: JERRY STROKA # #140807

Adjuster:

Insured: ENTERPRISE RENT-A-C

Owner: ENTERPRISE RENT-A-C

Address: 4489 CAMPBELLS RUN RD

PITTSBURGH, PA 15701

Fax: (412)505-4094

Claim #

Policy #

Deductible:

Date of Loss:

Type of Loss:

Point of Impact:

Inspect

Location:

Insurance

Company:

Days to Repair

2001 DODG NEON SE 4-2.0L-FI 4D SED RED Int:

VIN: 1B3ES46C61D269849 Lic: DXS-3977 PA Prod Date: Odometer: 25030

Rear Defogger

Tilt Wheel

Intermittent Wipers

Body Side Moldings

Dual Mirrors

Clear Coat Paint

Power Steering

Power Brakes

Driver Air Bag

Passenger Air Bag

Cloth Seats

Bucket Seats

Recline/Lounge Seats

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
1		FRONT BUMPER					
2	R&I	R&I bumper assy	0		0.00	1.0	0.0

07/15/2002 at 03:24 PM
13996

Job Number: 64893

PRELIMINARY SUPPLEMENT 1 WITH SUMMARY
2001 DODG NEON SE 4-2.0L-FI 4D SED RED Int:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
3*	Rpr	Front cover	0		0.00	<u>2.0</u>	2.6
4		Add for Clear Coat	0		0.00	0.0	1.0
5	Repl	Air deflector	1	24.70		0.3	0.0
6		AIR CONDITIONER & HEATER					
7**	Repl	Qual Repl Parts Condenser	1	276.25	m	1.3	0.0
8		Evacuate & recharge	0	0.00	m	1.4	0.0
9 S01	Repl	Liquid line	1	83.33	m	0.3	0.0
10 S01		Refrigerant recovery	0	0.00	m	0.4	0.0
11		ENGINE / TRANSAXLE					
12*	Repl	Resonator	1	<u>58.00</u>	m	0.2	0.0
13		COOLING					
14 S01	Repl	Lower tie bar	1	24.25	s	1.0	0.3
15* S01	Rpr	RT Side panel lower	0	0.00	s	<u>3.0</u>	0.4
16 S01		Overlap Minor Panel	0	0.00		0.0	-0.2
17* S01	Rpr	LT Side panel lower	0	0.00	s	<u>3.0</u>	0.4
18 S01		Overlap Minor Panel	0	0.00		0.0	-0.2

Subtotals ==>	466.53	13.9	4.3
---------------	--------	------	-----

Parts		466.53
Parts Discount	\$ 190.28 -5.0%	-9.51
Body Labor	13.9 hrs @ \$ 30.00/hr	417.00
Paint Labor	4.3 hrs @ \$ 30.00/hr	129.00
Paint Supplies	4.3 hrs @ \$ 18.00/hr	77.40

SUBTOTAL	\$ 1080.42
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GRAND TOTAL	\$ 1080.42
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ADJUSTMENTS:

Deductible	0.00
------------	------

07/15/2002 at 03:24 PM
13996

Job Number: 64893

PRELIMINARY SUPPLEMENT 1 WITH SUMMARY

2001 DODG NEON SE 4-2.0L-FI 4D SED RED Int:

Estimate 1017.82 JERRY STROKA
Supplement S1 62.60 JERRY STROKA

Job Total \$ 1080.42

CUSTOMER PAY \$ 0.00

INSURANCE PAY \$ 1080.42

THE ABOVE ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN OPENED UP. OCCASIONALLY AFTER THE WORK HAS STARTED, WORN PARTS ARE DISCOVERED WHICH ARE NOT EVIDENT ON THE FIRST INSPECTION BECAUSE OF THIS THE ABOVE PRICES ARE NOT GUARANTEED

07/15/2002 at 03:24 PM
13996

Job Number: 64893

PRELIMINARY SUPPLEMENT 1 WITH SUMMARY

2001 DODG NEON SE 4-2.0L-FI 4D SED RED Int:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
----- CHANGED ITEMS -----							
13		Repl Lower tie bar	1	-24.25	s	-1.0	Incl.
14	S01	Repl Lower tie bar	1	24.25	s	1.0	0.3
16*	Rpr	RT Side panel lower	0	-0.00	s	-2.0	Incl.
15*	S01	Rpr RT Side panel lower	0	0.00	s	3.0	0.4
17*	Rpr	LT Side panel lower	0	-0.00	s	-2.0	Incl.
17*	S01	Rpr LT Side panel lower	0	0.00	s	3.0	0.4
----- DELETED ITEMS -----							
12		Refinish Components	0	-0.00		-0.0	-1.5
14		Repl RT Lower tie bar brace	1	-15.35	s	-0.5	Incl.
15		Repl LT Lower tie bar brace	1	-15.35	s	-0.5	Incl.
----- ADDED ITEMS -----							
9	S01	Repl Liquid line	1	83.33	m	0.3	0.0
10	S01	Refrigerant recovery	0	0.00	m	0.4	0.0
16	S01	Overlap Minor Panel	0	0.00		0.0	-0.2
18	S01	Overlap Minor Panel	0	0.00		0.0	-0.2
Subtotals ==>				52.63		1.7	-0.8

Parts		52.63
Parts Discount	\$ 52.63 -5.0%	-2.63
Body Labor	1.7 hrs @ \$ 30.00/hr	51.00
Paint Labor	-0.8 hrs @ \$ 30.00/hr	-24.00
Paint Supplies	-0.8 hrs @ \$ 18.00/hr	-14.40
SUBTOTAL		\$ 62.60
TOTAL SUPPLEMENT AMOUNT		\$ 62.60
NET COST OF SUPPLEMENT		\$ 62.60

FROM : JOHNSON MOTORS BODY SHOP

FAX NO. : 8143717968

Jul. 16 2002 10:27AM P11

07/15/2002 at 03:24 PM
13996

Job Number: 64893

PRELIMINARY SUPPLEMENT 1 WITH SUMMARY

2001 DODG NEON SE 4-2.0L-FI 4D SED RED Int:

ALTERNATE PARTS SUPPLIERS

7 Qual Repl Parts Condenser	Part No. V3163	Price \$276.25
-----------------------------	----------------	----------------

CANFIELD AUTO RADIATOR	(800) 234-5520
15 EAST 18TH STREET	(814) 454-3865
ERIE, PA 16501	

UNSWORN VERIFICATION

I, **BETH BLUNKOSKY**, state that I am the Loss Control Manager of **ENTERPRISE RENT A CAR COMPANY OF PITTSBURGH, INC.** the Plaintiff herein. I have reviewed the annexed pleading and believe the facts contained therein are true and correct to the best of my knowledge, information and belief. I believe that the corporation will be able to prove these facts at trial. This declaration is made by me with the knowledge that it is subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

**ENTERPRISE RENT A CAR COMPANY
OF PITTSBURGH, INC.**

BY: _____

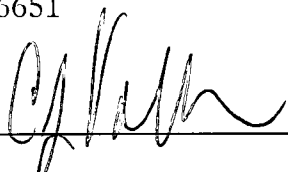
Beth Blunkosky

TITLE: Loss Control Manager

CERTIFICATE OF SERVICE

I, the undersigned do hereby certify that a true and correct copy of the foregoing Complaint in Civil Action was mailed to the Defendant on 7th, 2003 by first class, U.S. mail, postage prepaid and by certified mail return receipt requested to the Defendant addressed as follows:

Gregory Winters
Monshanon Valley Apt. 9
Houtzdale, PA 16651



Charles J. Vollmer

FILED

APR 11 2003

NO cc
[Signature]

William A. Shaw
Proprietary

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

ENTERPRISE RENT A CAR COMPANY
OF PITTSBURGH, INC.

Plaintiff,

vs.

GREGORY WINTERS,

Defendant.

CIVIL ACTION - LAW

No. 03-489 CD

**PROOF OF SERVICE OF
NOTICE OF APPEAL FROM
DISTRICT JUSTICE JUDGMENT**

Filed on Behalf of Plaintiff:
ENTERPRISE RENT A CAR COMPANY OF
PITTSBURGH, INC.

COUNSEL OF RECORD FOR THIS
PARTY:

Charles J. Vollmer
PA I.D. No. 22049

VOLLMER RULONG & KEATING, P.C.
Suite 1212
Grant Building
Pittsburgh, PA 15219
(412) 391-2121

Firm I.D. No. 916

FILED

APR 10 2003

William A. Shaw
Prothonotary

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Beaverfield ; ss

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. 03-489 CD, upon the District Justice designated therein on (date of service) 4-7-03, ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) Gregory Winters, on 4-7-03, ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

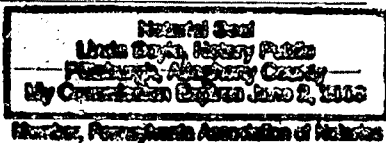
THIS 7th DAY OF April, 2003

[Signature]
Signature of official before whom affidavit was made

[Signature]
Signature of affiant

Title of official:

My commission expires on



COURT OF COMMON PLEAS

FROM

JUDICIAL DISTRICT

DISTRICT JUSTICE JUDGMENT

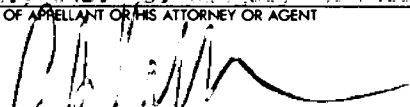
CLERK OF COURT

COMMON PLEAS No.

03-489-CD

NOTICE OF APPEAL

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

NAME OF APPELLANT International Hunt A Car Company of Phil., Inc.		MAG. DIST. NO. OR NAME OF D.J. 40-3-01	
ADDRESS OF APPELLANT c/o Voth & Hulsberg & Hulsberg, P.C. Suite 1212 Court Bldg. 300 Court St. Phil., PA 19106		CITY PHILADELPHIA	STATE PA
DATE OF JUDGMENT 1-26-03	IN THE CASE OF (Plaintiff) International Hunt A Car Co. of Phil., Inc. vs. No. Company, Inc. (Defendant)		
CLAIM NO. CV 1-03 LT	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 		

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

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

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

Signature of Prothonotary or Deputy

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

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

Signature of appellant or his attorney or agent

RULE: To _____, appellee(s).
Name of appellee(s)

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

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

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

Date: _____

Signature of Prothonotary or Deputy

7001 2510 0003 6780 9982

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

Postage	\$ 129
Certified Fee	230
Return Receipt Fee (Endorsement Required)	175
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 534

Postmark
Here

Sent To Gray
 Street, Apt. No.,
 or PO Box No. Winters
 City, State, ZIP+4

PS Form 3800, January 2003

See Reverse for Instructions

7001 2510 0003 6780 9975

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

Postage	\$ 37
Certified Fee	230
Return Receipt Fee (Endorsement Required)	175
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 442

Postmark
Here

Sent To DJ James
 Street, Apt. No.,
 or PO Box No. Hankins
 City, State, ZIP+4

PS Form 3800, January 2003

See Reverse for Instructions

FILED

APR 10 2003

William A. Shaw
Prothonotary

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-04**
Dj Name: Hon. **JAMES L. HAWKINS**
Address: **251 SPRING STREET**
P.O. BOX 362
HOUTZDALE, PA
Telephone: **(814) 378-7160** **16651-0362**

****CORRECTED COPY****

JAMES L. HAWKINS
251 SPRING STREET
P.O. BOX 362
HOUTZDALE, PA 16651-0362

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF/JUDGMENT DEBTOR:
NAME and ADDRESS
ENTERPRISE RENT-A-CAR OF PITTSBRGH
SUITE 1212
GRANT BUILDING
PITTSBURGH, PA 15219
VS.
DEFENDANT/JUDGMENT CREDITOR:
NAME and ADDRESS
WINTERS, GREGORY
MOSHANNON VALLEY APTS 9
HOUTZDALE, PA 16651

Docket No.: **CV-0000001-03**
Date Filed: **1/09/03**



03-489-CD

THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT DEF.

☒ Judgment was entered for: (Name) **WINTERS, GREGORY**

☒ Judgment was entered against: (Name) **ENTERPRISE RENT-A-CAR OF PITTS**

in the amount of \$.00 on: (Date of Judgment) **3/26/03**

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

☐ Damages will be assessed on:

☐ This case dismissed without prejudice

☐ Amount of Judgment Subject to Attachment/Act 5 of 1996 \$

FILED

m 11:50-6H
APR 11 2003

William A. Shaw
Prothonotary

Amount of Judgment	\$ <u> .00</u>
Judgment Costs	\$ <u> .00</u>
Interest on Judgment	\$ <u> .00</u>
Attorney Fees	\$ <u> .00</u>
Total	\$ <u> .00</u>
Post Judgment Credits	\$ <u> </u>
Post Judgment Costs	\$ <u> </u>
	<u>=====</u>
Certified Judgment Total	\$ <u> </u>

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

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

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

3-26-03 Date *James L. Hawkins*, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
4-9-03 Date *James L. Hawkins*, District Justice

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

SEAL

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

ENTERPRISE RENT A CAR COMPANY
OF PITTSBURGH, INC.,

Plaintiff,

vs.

GREGORY WINTERS,

Defendant.

CIVIL ACTION - LAW

No. 03-489 CD

AFFIDAVIT OF SERVICE

Filed on Behalf of Plaintiff
CORRIM COMPANY, LLC

COUNSEL OF RECORD FOR THIS
PARTY:

Charles J. Vollmer, Esquire
PA I.D. No. 22049

VOLLMER RULONG & KEATING, P.C.
Suite 1212
Grant Building
Pittsburgh, PA 15219
(412) 391-2121

Firm I.D. No. 916

FILED

APR 17 2003

William A. Shaw
Prothonotary

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

ENTERPRISE RENT A CAR COMPANY)	CIVIL ACTION - LAW
OF PITTSBURGH, INC.,)	
)	
)	No. 03-489 CD
Plaintiff,)	
)	
vs.)	
)	
GREGORY WINTERS,)	AFFIDAVIT OF SERVICE
)	
)	
Defendant.)	

AFFIDAVIT OF SERVICE

I, the undersigned counsel, do hereby certify that a true and correct copy of Plaintiff's Complaint in Civil Action was served on the Defendant, Gregory Winters by regular first class mailing and also by Certified Mailing, return receipt requested, return receipt no. 7001 2510 0003 6780 9982 on April 7, 2003 at the address listed below. Attached hereto, made a part hereof, is a true and correct copy of the return receipts indicating that service of Plaintiff's Complaint was accepted by Gregory Winters on April 11, 2003.

Gregory Winters
Moshannon Valley Apts. #9
Houtzdale, PA 16651

I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE THE SUBJECT
OF THE PENALTIES OF PERJURY PURSUANT TO 18 PA. C.S. §4909, RELATING TO
UNSWORN FALSIFICATION TO AUTHORITIES.

Dated: April 14, 2003

VOLLMER RULONG & KEATING, P.C.

BY: 

Charles J. Vollmer
1212 Grant Building
Pittsburgh, PA 15219

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Gregory Winters
Moshannon Valley Apts. #7
Houtzdale, PA 16851

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Gregory Winters*

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
4-11-03

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

7001 2510 0003 6780 9982

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

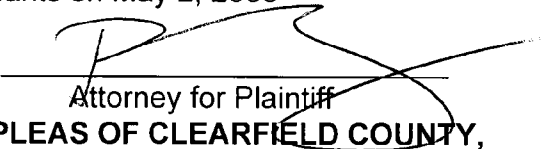
FILED

APR 17 2003

William A. Shaw
Proprietary

WAS

I hereby certify that Rule 237.1 has been complied with and that notice of intention to file Praecipe for Default Judgment was mailed to Defendants on May 2, 2003


Attorney for Plaintiff

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

ENTERPRISE RENT A CAR
COMPANY OF PITTSBURGH INC.

CIVIL ACTION - LAW

Plaintiff,

No: 03-489 CD

vs.

GREGORY WINTER

**PRAECIPE FOR DEFAULT
JUDGMENT**

Defendant

Filed on behalf of plaintiff

CERTIFICATE OF ADDRESS

I hereby certify that the last known address of the Plaintiff and the Defendant are as follows:

ENTERPRISE RENT A CAR
COMPANY OF PITTSBURGH INC.
COUNSEL OF RECORD FOR
THIS PARTY:

Plaintiff:

4489 Campbells Run Road
Pittsburgh, PA 15205

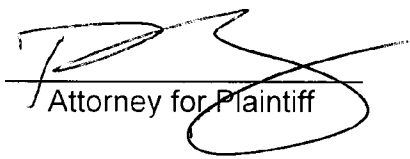
Pamela J. Royesky, Esquire

PA ID No. 77011

Defendant

Moshannon Valley Apt. 9
Houtzdale, PA 16651

VOLLMER RULONG & KEATING, P.C.
Suite 1212, Grant Building
330 Grant Street
Pittsburgh, PA 15219
(412) 391-2121
(412) 391-3578 fax
Firm I.D. No. 916


Attorney for Plaintiff

FILED

M 1:59 BA

MAY 27 2003

*Notice to Defendant
Served to [Signature]
@ [Signature]*

William A. Shaw
Prothonotary

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

ENTERPRISE RENT A CAR COMPANY
OF PITTSBURGH INC.

Plaintiff,

vs.

GREGORY WINTERS

Defendant

CIVIL ACTION - LAW

No: 03-489 CD

PRAECIPE FOR DEFAULT JUDGMENT

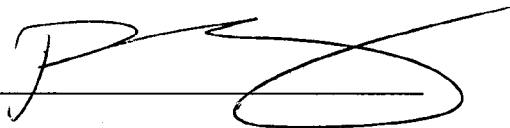
TO THE PROTHONOTARY:

Please enter judgment in favor of the plaintiff and against the defendant
GREGORY WINTERS for failure of the defendant to file an Answer within the
prescribed period time.

Amount	\$2,803.05
Interest	\$ 522.52
Attorneys fees	<u>\$ 660.61</u>
TOTAL	\$3,986.18 PLUS COSTS

VOLLMER RULONG & KEATING, P.C.

BY: _____



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

ENTERPRISE RENT A CAR COMPANY)	CIVIL ACTION - LAW
OF PITTSBURGH INC.)	
)	
Plaintiff,)	No. 03-489 CD
)	
vs.)	
)	
GREGORY WINTERS)	
)	
Defendant.)	

NOTICE OF PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO: GREGORY WINTERS
MOSHANNON VALLEY APT. #9
HOUTZDALE, PA 16651

DATE: MAY 2, 2003

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION
REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM
THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU
WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER
IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE.
IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR
TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET
LEGAL HELP.

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814)765-2641 EXT. 32

VOLLMER RULONG & KEATING, P.C.

BY: _____
Suite 1212 - Grant Building
330 Grant Street
Pittsburgh, PA 15219
(412)391-2121
(412)391-3578 fax

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

COPIES

Enterprise Rent A Car Company of Pittsburgh,
Inc.
Plaintiff(s)

No.: 2003-00489-CD

Real Debt: \$3,986.18

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Gregory Winters
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 27, 2003

Expires: May 27, 2008

Certified from the record this 27th day of May, 2003

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, CIVIL DIVISION

ENTERPRISE RENT A CAR COMPANY
OF PITTSBURGH INC.

Plaintiff,

vs.

GREGORY WINTERS

Defendant

CIVIL ACTION - LAW

No: 03-489 CD

NOTICE OF ORDER, DECREE OF JUDGMENT

To: GREGORY WINTERS
MOSHANNON VALLEY APT. 9
HOUTZDALE, PA 16651

- () Plaintiff
(xx) Defendant
() Additional Defendant

You are hereby noticed that an Order, Decree or Judgment was entered in the
above captioned matter proceeding on _____.

- () A copy of the Order of Decree is enclosed; or
() The judgment is as follows \$3,986.18 plus costs.

Deputy