

03-1491-CD  
DAIMLERCHRYSLER SERVICES NA vs. MICHAEL S. PARK, et al.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAIMLERCHRYSLER SERVICES NORTH )  
AMERICA LLC )  
Plaintiff ) NO. 2003-1491-cv  
v. )  
MICHAEL S. PARK AND AMY L. PARK )  
Defendant )

**COMPLAINT IN CIVIL  
ACTION**

Filed on behalf of:  
DaimlerChrysler Services  
North America LLC

Counsel of Record for This  
Party:

Gregg L. Morris, Esquire  
Pa I.D. #69006

Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

**FILED**

PARK, MICHAEL.1112.844.wpd

OCT 06 2003  
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William A. Shaw  
Prothonotary/Clerk of Courts

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DAIMLERCHRYSLER SERVICES NORTH )  
AMERICA LLC ) NO.  
 )  
 Plaintiff )  
 )  
 v. )  
 )  
 MICHAEL S. PARK AND AMY L. PARK )  
 )  
 Defendant(s) )

**NOTICE TO DEFEND**

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

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:**

**David S. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DAIMLERCHRYSLER SERVICES NORTH	)
AMERICA LLC	) NO.
	)
Plaintiff	)
	)
v.	)
	)
MICHAEL S. PARK AND AMY L. PARK	)
	)
Defendant	)

**COMPLAINT IN CIVIL ACTION**

AND NOW, comes Plaintiff, DAIMLERCHRYSLER SERVICES NORTH AMERICA LLC, by and through its attorney, GREGG L. MORRIS, ESQUIRE and the law offices of PATENAUDE & FELIX, A.P.C and files the following **Complaint in Civil Action**, and in support thereof aver as follows:

1. Plaintiff, DaimlerChrysler Services North America LLC is a corporation with offices at 10 Penn Center West, Building #3, Suite 421, Pittsburgh, PA 15276.
2. Defendant is Michael S. Park, an adult individual, who is believed to currently reside at 77 Park Road, Penfield, Pennsylvania 15849.
3. Defendant is Amy L. Park, an adult individual, who is believed to currently reside at 77 Park Road, Penfield, Pennsylvania 15849.
4. On or about February 12, 2000, the aforesaid Defendant entered into a written Automobile Retail Installment Contract (hereinafter "Contract") to purchase a "Vehicle" from a dealer (Seller) as more fully set forth in said Contract. A true and correct copy of the Contract is attached hereto, marked as Plaintiff's Exhibit "1" and incorporated by reference.

5. "Seller" thereafter assigned the Contract to Plaintiff, DaimlerChrysler Services North America LLC.

6. Pursuant to the terms of the Contract, Defendant was to make Seventy two(72) payments of \$382.92 commencing on March 13, 2000.

7. The terms of the Contract provide for termination upon satisfaction by Defendant of all obligations provided thereunder.

8. Plaintiff avers that Defendant defaulted under the Contract by failing to make payments to Plaintiff as promised.

9. Due to Defendant's default under the Contract, Plaintiff exercised its rights to terminate the Contract and retake possession of the vehicle.

10. After calculating early termination charges due to Plaintiff, and proceeds from sale, if any, Plaintiff avers that a deficiency balance of \$8,593.41 is due from Defendant as of May 18, 2001.

11. The terms of the Contract provide that Defendant will pay Plaintiff's reasonable attorney's fees.

12. Plaintiff avers that such attorney's fees will amount to \$2,600.00.

13. Despite repeated request, Defendant has willfully failed and/or refused to pay the aforesaid sum due.

**WHEREFORE**, Plaintiff demands Judgment in its favor, and against Defendants, in the amount of \$8,593.41 and reasonable attorney's fees in the amount of \$2,600.00 with continuing interest thereon at the legal rate from the date of Judgment plus costs.

Respectfully Submitted:

Patenaude & Felix, A.P.C.

Gregg L. Morris, Esquire  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

**RETAIL INSTALLMENT CONTRACT  
PENNSYLVANIA - SIMPLE INTEREST**

BUYER (AND CO-BUYER) NAME AND ADDRESS

MICHAEL S. PARK  
RD1, BOX 898  
PENFIELD PA 15849

AMY L. PARK  
RD1, BOX 898  
PENFIELD PA 15849

CREDITOR (SELLER) NAME AND ADDRESS

WASKO CHRYSLER, INC.  
1 ZENTS BLVD.  
BROOKVILLE, PA 15825

DATE  
02/12/2000

Creditor (collectively "us" and "we") agrees to sell, and buyer and co-buyer, if any, (collectively "Buyer", "you" and "your") after being quoted both a cash and credit price, agrees to buy from Creditor on a credit price basis ("Total Sale Price"), subject to the terms and conditions set forth on both the front and back of this contract, the vehicle ("Vehicle") described below. You acknowledge delivery and acceptance of the Vehicle.

DESCRIPTION OF VEHICLE	YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	Description of Trade-In	YEAR & MAKE	MODEL
<input type="checkbox"/> NEW <input type="checkbox"/> USED ...	2000	PLYMOUTH	NEON	1P3ES46CXYD566535		98 PLYMOUTH	NEON

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE E*	Amount Financed	Total of Payments E*	Total Sale Price E*
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total price of your purchase on credit, including your down-payment of
11.00 %	\$ 6406.76	\$ 17275.48	\$ 23502.24	\$ 941.52 \$ 24623.76

1. Cash Price  
a. Vehicle (including accessories, delivery, installation charges, if any) ..... **17875.00**  
b. Sales Tax ..... **268.50**  
c. Documentary Fee ..... **40.00**  
d. Service Contract (optional) ..... **N/A**  
e. Cash Price (1a + 1b + 1c + 1d) ..... **\$ 18183.50**

## 2. Downpayment

a. Downpayment ..... **N/A**  
b. Manufacturer's Rebate ..... **N/A**  
c. Gross Allowance on Trade-in ..... **\$ 13400.00**  
d. Pay-off on Trade-in ..... **\$ 12458.48**  
e. Net Allowance on Trade-in (2c - 2d) ..... **941.52**  
f. Downpayment (2a + 2b + 2e) ..... **\$ 941.52**  
If less than \$0, disclose on Line 3a and enter \$0 for the Downpayment.

3. Unpaid Balance of Cash Price (1e - 2f) ..... **\$ 17241.98**  
a. Unpaid Trade-in Lien Amount to be Financed \*\*. **\$ N/A**  
\*\* Paid to: **M&T**

## 4. Other Charges Including Amounts Paid to Others on Your Behalf\*

a. Paid to Public Officials for:  
(i) Other Taxes ..... **N/A**  
(ii) Filing Fees ..... **5.00**  
(iii) License Fees ..... **6.00**  
(iv) Certificate of Title Fees ..... **22.50**  
(v) Registration Fees ..... **N/A**

b. Paid to:  
For: \* **N/A**  
c. Paid to:  
For: \* **N/A**  
d. Paid to:  
For: \* **N/A**  
e. Paid to:  
For: \* **N/A**

f. Paid to Insurance Companies for Insurance for:  
(i) Optional Mechanical Breakdown ..... **N/A**  
(ii) Optional Credit Life ..... **N/A**  
(iii) Optional Credit Accident & Health ..... **N/A**  
g. Subtotal (4a + 4b + 4c + 4d + 4e + 4f) ..... **\$ 33.50**

5. Amount Financed (3 + 3a + 4g) ..... **\$ 17275.48**

\*Seller may receive and retain a portion of certain of these amounts.

## SEE BACK OF THIS CONTRACT FOR ADDITIONAL TERMS AND CONDITIONS

**NOTICE TO BUYER:** Do not sign this contract in blank. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

SIGNATURE OF BUYER

SIGNATURE OF CO-BUYER

SIGNATURE OF CO-BUYER

*Michael Park**Amy J Park*

If the Property is a USED motor vehicle and unless otherwise modified in writing, the following notice is applicable. NOTICE: "AS IS." THIS MOTOR VEHICLE IS SOLD AS IS WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE BUYER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

## BUYER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS CONTRACT.

SIGNATURE OF BUYER

SIGNATURE OF CO-BUYER

SIGNATURE OF CO-BUYER

*Michael Park**Amy J Park*

THIS CONTRACT IS ACCEPTED BY THE CREDITOR (SELLER) AND ASSIGNED TO **CHRYSLER FINANCIAL COMPANY L.L.C.** ("ASSIGNEE") IN ACCORDANCE WITH THE TERMS OF THE ASSIGNMENT SET FORTH ON THE REVERSE HEREOF.

CREDITOR (SELLER)

WASKO CHRYSLER, INC.

*Wasko**President*

ORIGINAL

PLAINTIFF'S EXHIBIT 11

## TERMS AND CONDITIONS

**1. PAYMENT:** You agree to make all payments when they are due. Accepting a late payment or late charge does not change your payment due date. You may prepay your debt without penalty. This is a simple interest contract. Your final payment may be larger or smaller, depending on whether you make payments late or early. Your payment will be applied first to the earned and unpaid part of the Finance Charge, then to the unpaid Amount Financed and then to any other amounts due. The Finance Charge is earned by applying the Annual Percentage Rate divided by 365 to the unpaid Amount Financed for the number of days outstanding.

**2. ADDITIONAL CHARGES:** You agree to pay a late charge if any payment or part thereof is received by us more than 10 days after the scheduled due date. The late charge is shown on the front of this contract. You agree to pay the actual charge incurred by us for each check, draft, or other similar instrument presented to us that is returned to us by a depository institution due to non-sufficient funds or dishonored for any other reason.

**3. SECURITY AGREEMENT:** You give us a security interest in the Vehicle and all parts or other goods put on the Vehicle; all money or goods received for the Vehicle; and all insurance policies and service contracts financed by you in this contract, and any rebate or refunds which relate to those policies or contracts. This secures payment of all amounts you owe in this contract.

**4. USE OF VEHICLE:** You agree to maintain the Vehicle in good condition and obey all laws; keep the Vehicle free from the claims of others; and obtain our written consent prior to transferring your equity in the Vehicle, subleasing or renting the Vehicle, or taking the Vehicle outside the United States for more than thirty (30) days.

**5. WARRANTIES:** If the Vehicle is for personal use and we, or the Vehicle's manufacturer, extend a written warranty or service contract covering the Vehicle within 90 days from the date of the contract, you get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, you agree that there are no such implied warranties.

**6. INSURANCE:** You must insure yourself and us against loss or damage to the Vehicle and provide us proof of that insurance. We must approve the type and amount of insurance. Whether or not the Vehicle is insured, you must pay for it if it is lost, damaged or destroyed. You agree that we may endorse your name upon any check or draft representing payment made by an insurance company for a loss related to the Vehicle.

**7. DEFAULT:** You will be in default if you do not make a payment when it is due; you do not keep any promise in this contract; you file a bankruptcy petition or one is filed against you; your Vehicle is seized by any local, state or federal authority; you provided information on the credit application which was not true and accurate; or you breach any promise, representation or warranty you have made in this contract.

**NOTICE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

The preceding NOTICE applies if the Vehicle is a used vehicle as shown on the front of this contract and if this contract is a contract of sale under the FTC Used Motor Vehicle Trade Regulation Rule.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies to goods or services obtained primarily for personal, family or household use.

## ARBITRATION CLAUSE

## IMPORTANT ARBITRATION DISCLOSURES

The following Arbitration Clause significantly affects your rights in any dispute with us.  
Please read these disclosures and the Arbitration Clause carefully before you sign this contract.

1. If either of us chooses, any dispute between us will be decided by arbitration and not in court.
2. If a dispute is arbitrated, each of us will give up our right to a trial by the court or a jury trial.
3. If a dispute is arbitrated, you will give up your right to participate as a class representative or class member on any class claim you may have against us.
4. The information that can be obtained in discovery from each other in an arbitration is generally more limited than in a lawsuit.
5. Other rights that each of us would have in court may not be available in arbitration.
6. Even if a dispute is arbitrated, your vehicle may still be repossessed if you do not honor your contract and either of us may seek provisional remedies from a court.

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause and the arbitrability of any issue), between you and us or our employees, agents, successors or assigns, which arise out of or relate to this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election (or the election of any such third party), be resolved by a neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated on an individual basis and not as a class action. Whoever first demands arbitration may choose the applicable rules of the American Arbitration Association ("AAA"), which may be obtained by calling 1-800-778-7879, or the applicable rules of J.A.M.S./Endispute, which may be obtained by calling 1-800-448-1660.

Whichever rules are chosen, the arbitrators shall be attorneys or retired judges and shall be selected in accordance with the applicable rules. The arbitration award shall be in writing, but without a supporting opinion. The arbitration hearing shall be conducted in the federal district in which you reside. If you demand arbitration first, you will pay one half of any arbitration filing fee. We will pay the rest of the filing fee, and the whole filing fee if we demand arbitration first. We will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. The arbitrator shall decide who shall pay any additional costs and fees.

This contract evidences a transaction involving interstate commerce. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.).

Notwithstanding this provision, both you and we retain the right to exercise self-help remedies and to seek provisional remedies from a court. Neither you nor we waive the right to arbitrate by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

## ASSIGNMENT

In return for purchase of this Contract, the Seller sells to Assignee the entire interest in this Contract; and authorizes Assignee to collect and discharge obligations of the Contract and its assignment.

**Seller represents and warrants to Assignee that:** (a) this Contract arose out of the sale of the disclosed Vehicle; (b) this Contract is legally enforceable against the Buyer; (c) the Buyer has the capacity to contract and paid the downpayment; (d) the Buyer is purchasing the Vehicle for the Buyer's use; (e) the Contract contains an accurate representation of statements made by the Buyer; there is no inaccuracy or misrepresentation in any statement made by or on behalf of the Buyer, including those in the credit application, furnished to Assignee by Seller; (f) all disclosures required by law were made to the Buyer before signing the Contract; (g) no material fact relating to the Vehicle was misrepresented; (h) all insurance documentation will be delivered by the Buyer within legal time limits; (i) there is no fact which invalidates or reduces the value of the Contract; (j) Buyer obtained Physical Damage insurance on the Vehicle per Assignee's requirements; (k) Assignee has a first lien on the Vehicle title; (l) title will be applied for within 10 days of the delivery of the Vehicle; (m) any co-buyers were provided notices required by law; (n) Seller will perform all warranty work that was agreed to with Buyer; and (o) the Seller is licensed as required by law.

Should any of the above representations and warranties prove to be false or incorrect in any respect, and without regard to Seller's knowledge or lack of knowledge, or Assignee's reliance, Seller unconditionally, and with waiver of all defenses, agrees to pay to Assignee immediately on demand the full unpaid balance of this Contract, in principal, interest, costs, expenses, and attorney's fees. Seller further agrees under all circumstances to indemnify, and to save and to hold Assignee, and its parent and affiliates, and its and their officers, employees, agents and attorneys, harmless from any and all liability, costs, and expense (including without limitation, reimbursement of attorney's fees and court costs), resulting from the assertion of any claim, counter-claim, defense, or recoupment by Buyer with respect to the Vehicle, the purchase of the Vehicle, the compliance, content, completion and execution of this Contract, or in any way related thereto.

Seller agrees to the Initiated paragraph below. If none are Initiated, the assignment is made on a "Full Repurchase Obligation" basis.

Without Recourse or Payment Obligation, except in the circumstances noted above.

Full Payment Obligation - Should Buyer default under this Contract at any time, Seller unconditionally, and with waiver of all defenses, agrees to pay to Assignee immediately on demand the full unpaid balance owing under this Contract, in principal, interest, costs, expenses, and attorney's fees.

Limited Payment Obligation - Should Buyer default under this Contract at any time, Seller unconditionally, and with waiver of all defenses and rights of subrogation, agrees to pay Assignee immediately on demand the unpaid principal balance then owed under this Contract up to a maximum of \$ \_\_\_\_\_ together with all interest, costs, expenses, and attorney's fees that may then be owed by Buyer.

Full Repurchase Obligation - Should Buyer default under this Contract at any time and Assignee obtains possession of the Vehicle by any means, Seller unconditionally, and with waiver of all defenses, agrees to purchase the Vehicle from Assignee at private sale for an amount equal to the full unpaid balance then owed under this Contract, in principal, interest, costs, expenses, and attorney's fees.

Limited Repurchase Obligation - Should Buyer default under this Contract during the first \_\_\_\_\_ months of the Contract term, and Assignee obtains possession of the Vehicle by any means, Seller unconditionally, and with waiver of all defenses, agrees to purchase the Vehicle from Assignee at private sale for an amount equal to the then unpaid balance under the Contract, in principal, interest, costs, expenses and attorney's fees.

If we repossess your Vehicle, we may:

Require you to pay the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due; sue you to collect the amount you owe; without the use of force or other breach of the peace, enter the premises where the Vehicle may be, and lawfully repossess (take back) the Vehicle, including equipment and accessories; take goods found in the Vehicle and hold them for you for thirty (30) days, and if you do not claim the goods during that period, we can dispose of them and have no liability to you; and cancel any Credit Life, Credit Disability, Guaranteed Automotive Protection Coverage, Extended Warranty or other optional insurance financed by you under this contract, and apply the refunded premium to your outstanding balance.

If we repossess the Vehicle, we will send you a notice. It will state that you may redeem the Vehicle and the amount needed to redeem. You may redeem the Vehicle until we sell it. The money from the sale, less allowed expenses, will be applied to the amount you owe. If there is any money left, we will pay it to you. If the money from the sale is not enough, you will pay what is still owed to us plus interest. Allowed expenses are those which we are entitled to by law in any lawful activity to obtain possession of, recondition and dispose of the Vehicle after default. If you default, and we hire an attorney who is not one of our salaried employees to collect what you owe, you agree to pay reasonable attorney's fees and court costs.

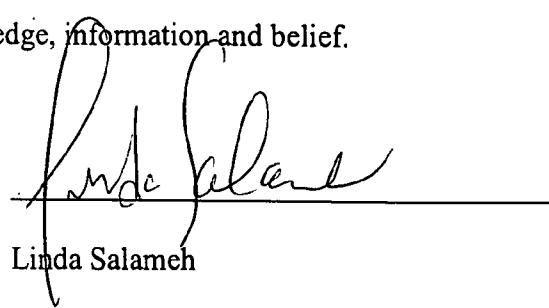
**8. ASSIGNMENT:** You understand that this contract will be assigned to Assignee. Assignee will acquire all of our interest in this contract and in the Vehicle including the right to receive all payments.

**9. GENERAL:** Notice to you is sufficient if mailed to your last address known by us. If the law does not allow a part of this contract, that part will be void. The remaining parts will be enforceable. If there is more than one Buyer, their obligation shall be joint and several. Any delay or omission by us in enforcing our rights shall not act as a waiver.

**10. DEFERRED PAYMENTS:** Any change in this contract must be in writing and signed by all the parties, however, if permitted by law, extensions, deferrals and due date changes may be agreed to orally by you and us, and we will send you a written confirmation of our agreement. Interest will continue to accrue until the next payment is received. Any deferral would not extend any purchased insurance coverage you have.

**11. GOVERNING LAW:** This contract shall be governed by the laws of the State of Pennsylvania except, if the Vehicle is repossessed, then the law of the state where the Vehicle is repossessed will govern the repossession. Repossession effected through legal process will be governed by the laws of the state in which such process is brought.

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that she is, Linda Salameh, Attorney Agency Supervisor, of Daimler Chrysler Services North America LLC, Plaintiff herein, that she is duly authorized to make this Declaration, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of her knowledge, information and belief.



Linda Salameh

In The Court of Common Pleas of Clearfield County, Pennsylvania

DAIMLERCHRYSLER SERVICES NORTH AMERICA LLC

VS.

PARK, MICHAEL S. & AMY L.

COMPLAINT

Sheriff Docket # 14636

03-1491-CD

**SHERIFF RETURNS**

NOW OCTOBER 10, 2003 AT 1:13 PM SERVED THE WITHIN COMPLAINT ON AMY L. PARK, DEFENDANT AT RESIDENCE, 77 PARK ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AMY L. PARK A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCCLEARY/NEVLING

NOW OCTOBER 10, 2003 AT 1:13 PM SERVED THE WITHIN COMPLAINT ON MICHAEL S. PARK, DEFENDANT AT RESIDENCE, 77 PARK ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AMY L. PARK, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCCLEARY/NEVLING

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Return Costs

Cost	Description
35.52	SHERIFF HAWKINS PAID BY: ATTY CK# 2559
20.00	SURCHARGE PAID BY: ATTY CK# 2560

---

Sworn to Before Me This

14th Day Of Oct 2003  
William A. Shaw

So Answers,

*Chester Hawkins*  
*by Marilyn Hays*  
Chester A. Hawkins  
Sheriff

**FILED**

OCT 14 2003

*01/11:45 a.m.*

William A. Shaw  
Prothonotary

*WAS*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DAIMLERCHRYSLER SERVICES NORTH )  
AMERICA LLC ) NO. 2003-1491-CD  
 )  
 Plaintiff )  
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 v. )  
 )  
 MICHAEL S. PARK AND AMY L. PARK )  
 )  
 Defendant(s) )

**PRAECIPE FOR DEFAULT  
JUDGMENT**

Filed on behalf of  
DaimlerChrysler Services  
North America LLC

Counsel of Record for This  
Party:

Gregg L. Morris, Esquire  
Pa I.D. #69006

Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

**FILED**

NOV 12 2003

PARK,MICHAEL.1112.844.wpd

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DAIMLERCHRYSLER SERVICES NORTH )  
AMERICA LLC ) NO. 2003-1491-CD  
 )  
 Plaintiff )  
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 v. )  
 )  
 MICHAEL S. PARK AND AMY L. PARK )  
 )  
 Defendant(s) )

**PLAINTIFF'S PRAECIPE FOR DEFAULT JUDGMENT**

TO: PROTHONOTARY

Please enter a judgment against the defendant, above named, for failure to file an Answer to Plaintiff's complaint.

Amount claimed in Complaint	\$ 8,593.41
Interest from May 18, 2001	\$ 2,343.46
Attorney's fees	<u>\$ 2,600.00</u>
<b>TOTAL</b>	<b>\$ 13,536.87</b>

With continuing interest on the principal amount of \$13,536.87, with interest at the legal rate, plus costs of suit.

I hereby certify that a written notice of intention to file this praecipe was mailed to the defendants and defendants' counsel (if known), after the default had occurred and at least ten (10) days prior to the date of the filing of this praecipe. A copy of the Notice is attached.

By:

Patenaude & Felix, A.P.C.

Gregg L. Morris, Esquire  
Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
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AMERICA LLC ) NO. 2003-1491-CD  
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Plaintiff )  
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v. )  
)  
MICHAEL S. PARK AND AMY L. PARK )  
)  
Defendant(s) )

**PLAINTIFF'S AFFIDAVIT OF NON-MILITARY SERVICE AND MAILING OF**  
**NOTICE PURSUANT TO P.A.R.C.P. 1037(b)**

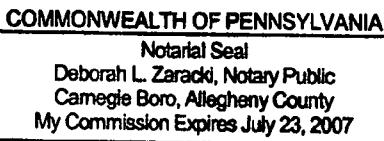
COMMONWEALTH OF PENNSYLVANIA )  
) SS.  
COUNTY OF ALLEGHENY )

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Gregg L. Morris, attorney for and authorized representative of Plaintiff, who being duly sworn according to law, deposes and states that the defendant, Michael S. Park, is not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that Notice of Intent to take Default Judgement was mailed in accordance with Pa.R.C.P. 237.1, as evidenced by the attached copy.

By:

Gregg L. Morris, Esquire  
Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

Sworn to and subscribed before me  
this 11<sup>th</sup> day of NOVEMBER 2003,  
Deborah L. Zaracki  
Notary Public



Member, Pennsylvania Association Of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DAIMLERCHRYSLER SERVICES NORTH )  
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**PLAINTIFF'S AFFIDAVIT OF NON-MILITARY SERVICE AND MAILING OF**  
**NOTICE PURSUANT TO PA.R.C.P. 1037(b)**

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS.  
 COUNTY OF ALLEGHENY )

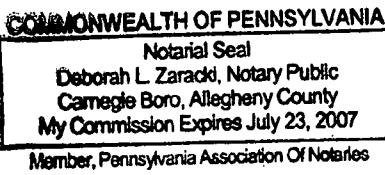
Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Gregg L. Morris, attorney for and authorized representative of Plaintiff, who being duly sworn according to law, deposes and states that the defendant, Amy L. Park, is not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that Notice of Intent to take Default Judgement was mailed in accordance with Pa.R.C.P. 237.1, as evidenced by the attached copy.

By:

Gregg L. Morris, Esquire  
Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

Sworn to and subscribed before me  
this 11<sup>th</sup> day of NOVEMBER 2003,

Deborah L. Zaracki  
Notary Public



Member, Pennsylvania Association Of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DAIMLERCHRYSLER SERVICES NORTH )  
AMERICA LLC ) NO. 2003-1491-CD  
 )  
 Plaintiff )  
 )  
 v. )  
 )  
 MICHAEL S. PARK AND AMY L. PARK )  
 )  
 Defendant(s) )

**IMPORTANT NOTICE**

Filed on behalf of  
DaimlerChrysler Services  
North America LLC  
Plaintiff

Counsel of Record for This  
Party:

Gregg L. Morris, Esquire  
Pa I.D. #69006

Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412)429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DAIMLERCHRYSLER SERVICES NORTH )  
AMERICA LLC ) NO. 2003-1491-CD  
 )  
 Plaintiff )  
 )  
 v. )  
 )  
 MICHAEL S. PARK AND AMY L. PARK )  
 )  
 Defendant(s) )

To: Michael S. Park Amy L. Park  
77 Park Road 77 Park Road  
Penfield, Pennsylvania 15849 Penfield, Pennsylvania 15849

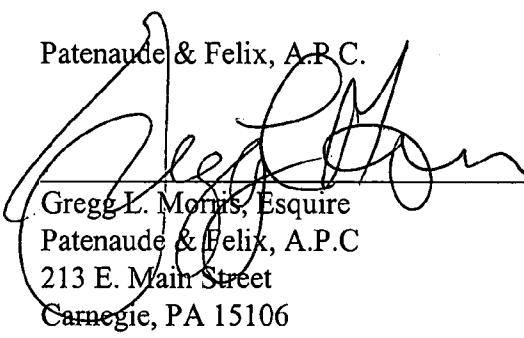
Date of Notice: October 31, 2003

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. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982**

By:

Patenaude & Felix, A.P.C.  
Gregg L. Morris, Esquire  
Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

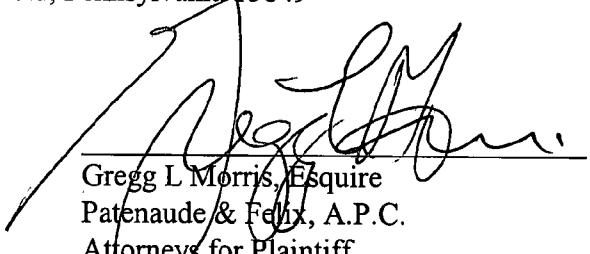


I, Gregg L Morris, attorney for Plaintiff, DaimlerChrysler Services North America LLC, hereby certify that a true and correct copy of the foregoing document was served this date by US First Class Mail, postage prepaid upon the following:

Michael S. Park  
77 Park Road  
Penfield, Pennsylvania 15849

Amy L. Park  
77 Park Road  
Penfield, Pennsylvania 15849

Date: 10/31/03

  
Gregg L Morris, Esquire  
Patenaude & Felix, A.P.C.  
Attorneys for Plaintiff  
213 E Main Street  
Carnegie, PA 15106  
(412) 429-7675

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

Daimlerchrysler Services North America, LLC  
Plaintiff(s)

No.: 2003-01491-CD

Real Debt: \$13,536.87

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Michael S. Park

Entry: \$20.00

Amy L. Park  
Defendant(s)

Instrument: Default Judgment

Date of Entry: November 12, 2003

Expires: November 12, 2008

Certified from the record this 12th day of November, 2003

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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

DAIMLERCHRYSLER SERVICES NORTH )  
AMERICA LLC ) NO. 2003-1491-CD  
 )  
 Plaintiff )  
 )  
 v. )  
 )  
 MICHAEL S. PARK AND AMY L. PARK )  
 )  
 Defendant(s) )

**NOTICE OF ORDER, DECREE OR JUDGMENT**

TO: (  ) Plaintiff (  ) Defendant (  ) Garnishee (  ) Additional Defendant

You are hereby notified that the following Order, Decree, or Judgment has been entered  
against you on \_\_\_\_\_.

(  ) Decree Nisi in Equity  
(  ) Final Decree in Equity  
(X) Judgment of (  ) Confession (  ) Verdict (  ) Court Order  
    (X) Default (  ) Non-suit  
    (  ) Non-Pros (  ) Arbitration Award

( X ) Judgment in the amount of \$ 13,536.87, plus costs.

(  ) District Justice Transcript of Judgment in the amount of \$ \_\_\_\_\_,  
plus costs.

(  ) If not satisfied within sixty (60) days, your motor vehicle operator's license will be  
suspended by the Department of Transportation.

Prothonotary

By \_\_\_\_\_

Deputy

If you have questions concerning the above, please contact:

Name of Attorney: Gregg L. Morris, Esquire  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675