

2004-1358-CD

CHARLES E. RITZIE AL VS

JERRY A. MILES ET AL

Charles Ritzie et al vs Jerry Miles et al
2004-1358-CD

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

CHARLES E. RITZIE and MARY F.
RITZIE, a/k/a MARY FRANCES
RITZIE,

Plaintiffs,

vs.

JERRY A. MILES and JERRY A.
MILES, JR. and TOP OF THE LINE
MOTORS, INC.,

Defendants.

) NO. 04-1358-C.D.
)
) Type of Case: CIVIL ACTION
)
) Type of Pleading: COMPLAINT
)
) Filed on Behalf of:
) Plaintiff/Respondent
)
) Counsel of Record:
) BENJAMIN S. BLAKLEY, III, ESQ.
) Supreme Court no. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) Du Bois, Pa 15801
) (814) 371-2730

FILED *(P)*
Atty pd. 85.00
01931804 AUG 31 2004 5cc Atty
Blakley

William A. Shaw
Prothonotary

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

CHARLES E. RITZIE and MARY F.)	NO. 01-287-C.D.
RITZIE, a/k/a MARY FRANCES)	
RITZIE,)	
)	
Plaintiff,)	
)	
vs.)	
)	
JERRY A. MILES and JERRY A.)	
MILES, JR. and TOP OF THE LINE)	
MOTORS, INC.,)	
)	
Defendant.)	

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 IS 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 AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT REQUESTED BY 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
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

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

CHARLES E. RITZIE and MARY F.) NO. 01-287-C.D.
RITZIE, a/k/a MARY FRANCES)
RITZIE,)
)
Plaintiff,)
)
vs.)
)
JERRY A. MILES and JERRY A.)
MILES, JR. and TOP OF THE LINE)
MOTORS, INC.,)
)
Defendant.)

COMPLAINT

AND NOW, comes Plaintiffs, **CHARLES E. RITZIE and MARY F. RITZIE, a/k/a MARY FRANCES RITZIE**, by and through their attorneys, **BLAKLEY & JONES**, and file the following Complaint, of which the following is a statement:

1. Plaintiffs are **CHARLES E. RITZIE and MARY F. RITZIE, a/k/a MARY FRANCES RITZIE**, husband and wife and individually, residing at 428 Narrows Creek Park Road, DuBois, Clearfield County, Pennsylvania.
2. Defendant **JERRY A. MILES** is an adult individual, whose business address is 640 South Brady Street, DuBois, Clearfield County, Pennsylvania.
3. Defendant **JERRY A. MILES, JR.**, is an adult individual, whose business address is 640 South Brady Street, DuBois, Clearfield County, Pennsylvania.

4. Defendant **TOP OF THE LINE MOTORS, INC.**, is a Pennsylvania corporation with its principal place of business being located at 640 South Brady Street, DuBois, Clearfield County, Pennsylvania.

5. At all times material hereto, Defendant **JERRY A. MILES** was President of Defendant **TOP OF THE LINE MOTORS, INC.**, and both Defendants **JERRY A. MILES** and **JERRY A. MILES, JR.**, were employees of Defendant **TOP OF THE LINE MOTORS, INC.**.

6. At all times material hereto, Defendant **TOP OF THE LINE MOTORS, INC.**, was in the business of the purchase and sale of used motor vehicles in the DuBois, Clearfield County, Pennsylvania, area.

COUNT I

7. Plaintiffs hereby incorporate the averments contained in Paragraphs 1 through 6 above as if the same were fully set forth herein.

8. On February 12, 2004, Defendants **JERRY A. MILES** and **JERRY A. MILES, JR.**, did approach the Plaintiffs and requested to borrow the sum of **Twenty Thousand Eight Hundred Fifty (\$20,850.00) Dollars** from the Plaintiffs, payable on May 12, 2004.

9. On the aforesaid date, the Defendants **JERRY A. MILES** and **JERRY A. MILES, JR.**, in their individual capacity, did execute and did deliver to the Plaintiffs a Promissory Note promising to pay the sum of \$20,850.00 at zero percent (0%) per annum

interest, due May 12, 2004. A copy of said Promissory Note is attached hereto and marked as Plaintiff's Exhibit "A."

10. On April 7, 2004, the Defendants **JERRY A. MILES and JERRY A. MILES, JR.**, approached the Plaintiff, **MARY FRANCES RITZIE**, and requested to borrow the sum of **Twenty-Seven Thousand Eight Hundred (\$27,800.00) Dollars** at zero percent (0%) per annum interest and promised to pay said sum on July 7, 2004.

11. In furtherance thereof, the Defendants, **JERRY A. MILES and JERRY A. MILES, JR.**, in their individual capacity, did execute and did deliver to the Plaintiff a Promissory Note promising to pay the sum of \$27,800.00 at zero percent (0%) per annum interest, due July 7, 2004. A copy of said Promissory Note is attached hereto and marked as Plaintiff's Exhibit "B."

12. At the time that the Defendants **JERRY A. MILES and JERRY A. MILES, JR.**, approached the Plaintiff or Plaintiffs, the Defendants represented that the monies borrowed from the Plaintiff or Plaintiffs were to be used to purchase automobiles on behalf of Defendant **TOP OF THE LINE MOTORS, INC.**, for sale in the ordinary course of the business of said Defendant **TOP OF THE LINE MOTORS, INC.**.

13. On May 12, 2004, in contravention of the promises made in the February 12, 2004, Promissory Note, the Defendants **JERRY A. MILES and JERRY A. MILES, JR.**, failed to pay to the Plaintiffs any amounts due and owing on the Promissory Note

executed on February 12, 2004, and despite repeated requests, have failed and refused to pay any amounts due to the Plaintiffs upon said Promissory Note.

14. On July 7, 2004, in contravention of the promises made in the April 7, 2004, Promissory Note, the Defendants **JERRY A. MILES and JERRY A. MILES, JR.**, failed to pay to the Plaintiff, **MARY FRANCES RITZIE**, the sum of \$27,800.00, executed on April 7, 2004, and despite repeated requests to pay the same, have failed and refused to pay any amounts due to the Plaintiff upon said Promissory Note.

15. The acts of the Defendants **JERRY A. MILES and JERRY A. MILES, JR.**, in failing to satisfy the Promissory Notes of February 12, 2004, and April 7, 2004, represent a material breach of their agreements to pay upon the aforesaid Promissory Notes, thereby giving rise to a cause of action by the Plaintiffs against the Defendants for breach of their agreement.

16. Pursuant to the provisions of the Promissory Notes of February 12, 2004, and April 7, 2004, the Defendants **JERRY A. MILES and JERRY A. MILES, JR.**, did agree to pay all reasonable attorney's fees and costs of collection should the Notes become in default and placed with an attorney for collection.

17. Plaintiffs have retained the services of **BLAKLEY & JONES** to represent them in this action, for which they have agreed to pay to the said law firm the sum of **One Thousand Five Hundred (\$1,500.00) Dollars** as attorney's fees.

WHEREFORE, Plaintiffs respectfully requests this Honorable Court enter judgment for the Plaintiffs and against the Defendants **JERRY A. MILES and JERRY A.**

MILES, JR., in the amount of Forty-Eight Thousand Six Hundred Fifty (\$50,150.00) Dollars, representing the amounts due on the Promissory Notes of February 12, 2004, and April 7, 2004, together with interest at the rate of six (6%) percent from the dates that the aforesaid Promissory Notes became due and costs of suit.

COUNT II - UNJUST ENRICHMENT

18. Plaintiffs hereby incorporate the averments contained in Paragraphs 1 through 6 of their Complaint and Paragraphs 7 through 15 of Count I above as if the same were fully set forth herein.

19. Pursuant to the representations of Defendants, **JERRY A. MILES and JERRY A. MILES, JR.**, the Plaintiffs believe, and therefore aver, that the monies advanced to the Defendants were used by the Defendants to purchase motor vehicles on behalf of Defendant **TOP OF THE LINE MOTORS, INC.**, for sale in the course of their business.

20. As a result of the Plaintiffs' advancement of said monies as set forth in the above paragraphs, Plaintiffs aver that the Defendant **TOP OF THE LINE MOTORS, INC.**, was unjustly enriched by the advancement of said monies.

21. As a result of the said unjust enrichment and the failure of the Defendants **JERRY A. MILES and JERRY A. MILES, JR** to reimburse the Plaintiffs for the monies advanced to the Defendants, and on behalf of the Defendant **TOP OF THE LINE MOTORS, INC.**, the Defendant **TOP OF THE LINE MOTORS, INC.**, has become indebted to the

Plaintiffs for the monies advance don its behalf for the purchase of motor vehicles to be used in the course of its business.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in their favor and against Defendant **TOP OF THE LINE MOTORS, INC.**, in the amount of **Forty-Eight Thousand Six Hundred Fifty (\$48,650.00) Dollars**, plus interest from the dates of the advancement of the aforesaid monies as set forth in Plaintiffs' Complaint, together with costs of suit.

Respectfully submitted,

BLAKLEY & JONES

Benjamin S. Blakley, III
Attorney for Plaintiffs

VERIFICATION

I verify that the statements made in this Complaint 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.

DATE: 8/24/04


CHARLES E. RITZIE

DATE: 8/24/04


MARY F. RITZIE

DATE: 8/24/04


**MARY FRANCES RITZIE
a/k/a MARY FRANCES RITZIE**

PROMISSORY NOTE

\$ 20,250.00

Dated: *February 12* 2007 year)

Principal Amount

State of *Penn*

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of *Charles E. and Mary E. Ritter*
Rd 2 Box 25, Box 3, Rd 15 Box 1, the sum of
Twenty Thousand Dollars and Fifty Dollars — ~~00~~ Dollars (\$ 20,250.00),
together with interest thereon at the rate of 0 % per annum on the unpaid balance. Said sum shall
be paid in the manner following: *Due: ~~February~~ 12, 2007 5th*

All payments shall be first applied to interest and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty. All prepayments shall be applied in reverse order of maturity.

This note shall at the option of any holder hereof be immediately due and payable upon the failure to make any payment due hereunder within days of its due date.

In the event this note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of % of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder hereof.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgment of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State first appearing at the head of this note. The undersigned hereby execute this note as principals and not as sureties.

EXHIBIT

A

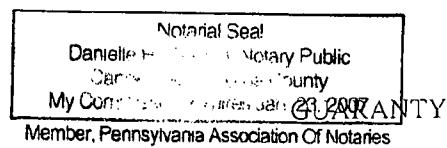
Signed in the presence of:

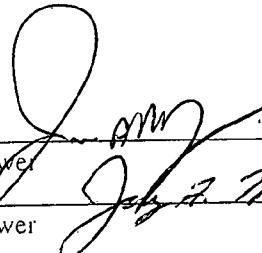
Danielle R Cessna

Witness

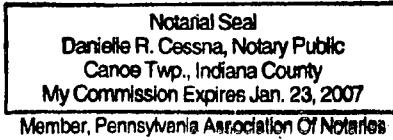
Danielle R Cessna

Witness




Borrower

Borrower



We the undersigned jointly and severally guaranty the prompt and punctual payment of all moneys due under the aforesaid note and agree to remain bound until fully paid.

In the presence of:

Witness

Guarantor

Witness

Guarantor

PROMISSORY NOTE

\$ 27,800.00

Dated: APRIL 7

, 2004 year

Principal Amount

State of PENNSYLVANIA

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of *MARY FANNIE RITTER, 428 WILMINGTON AVENUE* *DAVIS, PA. 15201*, the sum of *Twenty Seven Thousand Eight Hundred Dollars and - 00/100 Dollars (\$ 27,800.00)* together with interest thereon at the rate of - 0 - % per annum on the unpaid balance. Said sum shall be paid in the manner following: *DATE: JULY 7, 2004*

All payments shall be first applied to interest and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty. All prepayments shall be applied in reverse order of maturity.

This note shall at the option of any holder hereof be immediately due and payable upon the failure to make any payment due hereunder within days of its due date.

In the event this note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of % of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder hereof.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgment of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State first appearing at the head of this note. The undersigned hereby execute this note as principals and not as sureties.

EXHIBIT

B

Signed in the presence of:

Danielle R. Cessna

Witness

Danielle R. Cessna

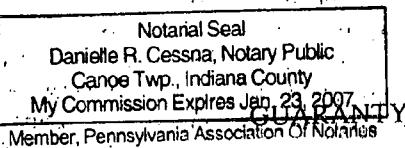
Witness

Jerry A. Miller

Borrower

Joyce A. Miller

Borrower



We the undersigned jointly and severally guaranty the prompt and punctual payment of all moneys due under the aforesaid note and agree to remain bound until fully paid.

In the presence of:

Witness

Guarantor

Witness

Guarantor

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

CHARLES E. RITZIE, a/k/a MARY FRANCES RITZIE,
RITZIE, a/k/a MARY FRANCES RITZIE,

Plaintiffs,

v.

JERRY A. MILES and JERRY A. MILES,
JR., and TOP OF THE LINE MOTORS,
INC.,

Defendants.

COMPLAINT

No. **FILED**
C.D.

AUG 31 2004

William A. Shaw
Prothonotary

LAW OFFICES
BLAKLEY & JONES
90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

In The Court of Common Pleas of Clearfield County, Pennsylvania

RITZIE, CHARLES E. & MARY F. a/k/a MARY FRANCES RITZIE

Sheriff Docket # 16223

VS.

04-1358-CD

MILES, JERRY A. & JERRY A. MILES JR. & TOP OF THE LINE MOTORS IN

COMPLAINT

SHERIFF RETURNS

NOW SEPTEMBER 3, 2004 AT 9:50 AM SERVED THE WITHIN COMPLAINT ON JERRY A. MILES, DEFENDANT AT EMPLOYMENT, 640 SOUTH BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JERRY A. MILES A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING/DEHAVEN

NOW SEPTEMBER 3, 2004 AT 9:50 AM SERVED THE WITHIN COMPLAINT ON JERRY A. MILES, JR., DEFENDANT AT EMPLOYMENT, 640 SOUTH BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JERRY A. MILES JR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING/DEHAVEN

NOW SEPTEMBER 3, 2004 AT 9:50 AM SERVED THE WITHIN COMPLAINT ON TOP OF THE LINE MOTORS INC., DEFENDANT AT EMPLOYMENT, 640 SOUTH BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JERRY A. MILES JR. P.I.C. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: NEVLING/DEHAVEN

Return Costs

Cost	Description
44.62	SHERIFF HAWKINS PAID BY: ATTY CK# 4306
30.00	SURCHARGE PAID BY: ATTY CK# 4308

Sworn to Before Me This

8th Day Of Sept 2004
William A. Shaw

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

So Answers,

Chester A. Hawkins
Chester A. Hawkins

Sheriff

FILED
02-5981
SEP 08 2004
E64

William A. Shaw
Prothonotary/Clerk of Courts

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

CHARLES E. RITZIE and MARY F.) NO. 04-1358-C.D.
RITZIE, a/k/a MARY FRANCES)
RITZIE,) Type of Case: CIVIL ACTION
)
Plaintiffs,) Type of Pleading: PRAECIPE TO ENTER
vs.) DEFAULT JUDGMENT
)
JERRY A. MILES and JERRY A.) Filed on Behalf of:
MILES, JR. and TOP OF THE LINE) Plaintiffs
MOTORS, INC.,) Counsel of Record:
) BENJAMIN S. BLAKLEY, III, ESQ.
Defendants.) Supreme Court no. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) Du Bois, Pa 15801
) (814) 371-2730

FILED Atty pd.
01/21/2004 20.00
OCT 27 2004 ICC Notice to
Def's.
William A. Shaw
Prothonotary/Clerk of Courts
Statement of a CC
to Atty

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

CHARLES E. RITZIE and MARY F.) NO. 04-1358-C.D.
RITZIE, a/k/a MARY FRANCES)
RITZIE,)
Plaintiff,)
vs.)
JERRY A. MILES and JERRY A.)
MILES, JR. and TOP OF THE LINE)
MOTORS, INC.,)
Defendant.)

PRAECIPE TO ENTER DEFAULT JUDGMENT

TO WILLIAM A. SHAW, PROTHONOTARY:

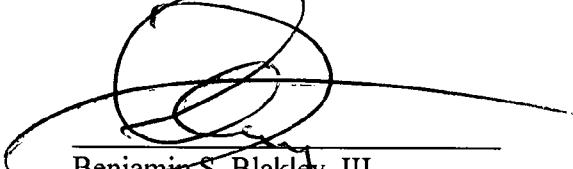
Please enter a Default Judgment against the Defendants for failure to file an Answer to Plaintiffs' Complaint within twenty days of service of the Complaint and assess damages as follows:

Current Balance	\$ 48,650.00
Attorney's Fees	1,500.00
<hr/>	
Total	\$ 50,150.00

The undersigned certifies that written notice of intention to file this Praeclipe for Default Judgment in the form attached hereto was mailed to the Defendants by first class regular mail on October 7, 2004, as required by Pa. R.C.P. Rule 237.1

Respectfully Submitted,

BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Plaintiffs

Dated: 10/27/04

NOW this 27th day of October, 2004, damages are assess in the amount of \$50,150.00.



William A. Shaw, Prothonotary

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

CHARLES E. RITZIE and MARY F.) NO. 04-1358-C.D.
RITZIE, a/k/a MARY FRANCES)
RITZIE,)
Plaintiff,)
vs.)
JERRY A. MILES and JERRY A.)
MILES, JR. and TOP OF THE LINE)
MOTORS, INC.,)
Defendant.)

NOTICE

DATE OF NOTICE: October 7, 2004

TO: **TOP OF THE LINE MOTORS, INC.**
640 South Brady Street
DuBois PA 15801

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) 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:

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD, PA 16830
(814) 765-2641

BLAKLEY & JONES

Benjamin S. Blakley, III, Esquire
Attorney for Plaintiff
I.D. # 26331
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730

EXHIBIT

A

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

CHARLES E. RITZIE and MARY F.) NO. 04-1358-C.D.
RITZIE, a/k/a MARY FRANCES)
RITZIE,)
Plaintiff,)
vs.)
JERRY A. MILES and JERRY A.)
MILES, JR. and TOP OF THE LINE)
MOTORS, INC.,)
Defendant.)

NOTICE

DATE OF NOTICE: October 7, 2004

TO: JERRY A. MILES, JR.
640 South Brady Street
DuBois PA 15801

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) 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:

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1 NORTH SECOND STREET
CLEARFIELD, PA 16830
(814) 765-2641

BLAKLEY & JONES

Benjamin S. Blakley, III, Esquire
Attorney for Plaintiff
I.D. # 26331
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730

EXHIBIT

B

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

CHARLES E. RITZIE and MARY F.) NO. 04-1358-C.D.
RITZIE, a/k/a MARY FRANCES)
RITZIE,)
Plaintiff,)
vs.)
JERRY A. MILES and JERRY A.)
MILES, JR. and TOP OF THE LINE)
MOTORS, INC.,)
Defendant.)

NOTICE

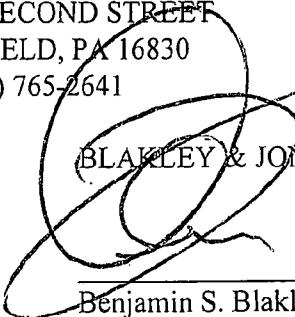
DATE OF NOTICE: October 7, 2004

TO: JERRY A. MILES
640 South Brady Street
DuBois PA 15801

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) 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:

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CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD, PA 16830
(814) 765-2641


BLAKLEY & JONES

Benjamin S. Blakley, III, Esquire

Attorney for Plaintiff

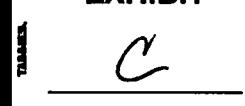
I.D. # 26331

90 Beaver Drive, Box 6

Du Bois, PA 15801

(814) 371-2730

EXHIBIT



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

CHARLES E. RITZIE and MARY F.
RITZIE, a/k/a MARY FRANCES RITZIE,

Plaintiffs,

v.

JERRY A. MILES and JERRY A. MILES,
JR., and TOP OF THE LINE MOTORS,
INC.,

Defendants.

PRAECIPE TO ENTER
DEFAULT JUDGMENT

No. 04-1385-C.D.

OCT 27 2004

PRO

LAW OFFICES
BLAKLEY & JONES
90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

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

CHARLES E. RITZIE and MARY F.
RITZIE, a/k/a MARY FRANCES
RITZIE,

Plaintiffs,

vs.

JERRY A. MILES and JERRY A.
MILES, JR. and TOP OF THE LINE
MOTORS, INC.,

Defendants.

) NO. 04-1358-C.D.
)
) Type of Case: CIVIL ACTION
)
) Type of Pleading: NOTICE OF JUDGMENT
)
) Filed on Behalf of:
) Plaintiffs
) Counsel of Record:
) BENJAMIN S. BLAKLEY, III, ESQ.
) Supreme Court no. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) Du Bois, Pa 15801
) (814) 371-2730

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

CHARLES E. RITZIE and MARY F.) NO. 04-1358-C.D.
RITZIE, a/k/a MARY FRANCES)
RITZIE,)
Plaintiff,)
vs.)
JERRY A. MILES and JERRY A.)
MILES, JR. and TOP OF THE LINE)
MOTORS, INC.,)
Defendant.)

NOTICE OF JUDGMENT

NOTICE is given that JUDGMENT in the above-captioned matter has been entered against you in the amount of \$50,150.00 on October 27, 2004.

William A. Shaw, Prothonotary

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

CHARLES E. RITZIE and MARY F.
RITZIE, a/k/a MARY FRANCES RITZIE,

Plaintiffs,

v.

JERRY A. MILES and JERRY A. MILES,
JR., and TOP OF THE LINE MOTORS,
INC.,

Defendants.

JUDGMENT

No. 04-1358-C.D.

LAW OFFICES
BLAKLEY & JONES
90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

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

Charles E. Ritzie

Mary F. Ritzie

Plaintiff(s)

No.: 2004-01358-CD

Real Debt: \$50,150.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jerry A. Miles

Entry: \$20.00

Jerry A. Miles Jr.

Top of the Line Motors, Inc.

Defendant(s)

Instrument: Default Judgment

Date of Entry: October 27, 2004

Expires: October 27, 2009

Certified from the record this 27th day of October, 2004.

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

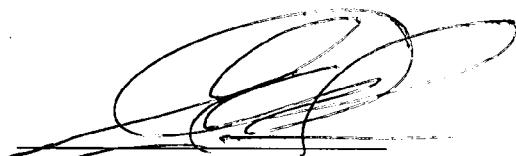
CHARLES E. RITZIE and MARY F. : Case No. 04-1358- CD
RITZIE, a/k/a MARY FRANCES RITZIE, :
PlaintiffS :
:
v. :
:
JERRY A. MILES and JERRY A. :
MILES, JR. and TOP OF THE LINE :
MOTORS, INC., :
Defendants :
:

**PRAECIPE TO DOCKET BANKRUPTCY
LIEN AVOIDANCE ORDER**

TO: The Prothonotary:

Kindly note at the above docket number the Bankruptcy Court Order dated April 6, 2005 avoiding the lien of Charles E. Ritzie and Mary F. Ritzie, a/k/a Mary Frances Ritzie in this matter as it pertains to Jerry A. Miles, Jr. A copy of said Order is attached hereto.

Respectfully submitted,



Gary H. Simone, Esquire
RISHOR SIMONE
Suite 208, 101 E. Diamond Street
Butler, PA 16001
(724) 283-7215
PA I.D. #43955

FILED
APR 25 2005
cc
APR 25 2005
William A. Shaw
Prothonotary/Clerk of Courts

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

JERRY A. MILES, JR.	:	Bankruptcy No.: 04-34143 BM
Debtor,	:	
JERRY A. MILES, JR.	:	Chapter 7
Movant,	:	Document No.: 13
vs.	:	
CHARLES E. RITZIE, MARY F. RITZIE, a/k/a MARY FRANCES RITZIE, LYNN A. MYERS, KATHI J. MYERS, DONALD R. FEZELL, ROBERT J. KROELL, JOAN KROELL, TIMOTHY R. WELKER, MELISSA A. WELKER, NEIL R. WELKER, RHONDA L. JONES and JAMES R. WALSH, Chapter 7 Trustee	:	
Respondents	:	

Default
ORDER OF COURT

AND NOW this 6th day of April, 2005, upon due consideration of the
Debtor's Motion to Avoid Liens Impairing Debtor's Exemption,

IT IS HEREBY ORDERED:

Said Motion is granted. The following judgment liens entered in the Court of Common
Pleas of Clearfield County, Pennsylvania are hereby avoided in their entirety thereby canceling
said liens and releasing from same the Debtor's residential property located at 1425 Treasure
Lake, DuBois, Pennsylvania, 15801:

Charles E. Ritzie and Mary F.
Ritzie, a/k/a Mary Frances

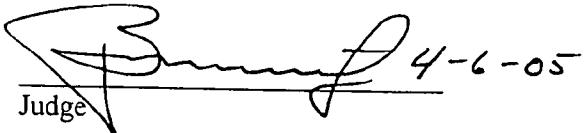
October 27, 2004

2004-1358 CD
\$50,150.00

Ritzie

Lynn A. Myers and Kathi J. Myers	October 28, 2004	2004-1426 CD \$18,643.62
Donald R. Fezell	October 27, 2004	2004-1433 CD \$48,500.00
Robert J. Kroell and Joan Kroell	October 18, 2004	2004-1374 CD \$55,000.00
Timothy R Welker, Melissa A. Welker and Neil R. Welker	August 26, 2004	2004-01326 CD \$60,500.00
Neil R. Welker and Timothy R. Welker	August 26, 2004	2004-03125 CD \$93,500.00
Rhonda L. Jones	October 24, 2004	2004-1357 CD \$16,700.00

By the Court,



4-6-05

Judge

FILED

APR 6 2005

CLERK, U.S. BANKRUPTCY COURT
WEST. DIST. OF PENNSYLVANIA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

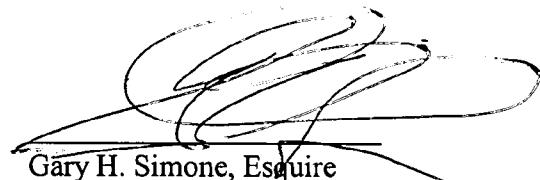
CHARLES E. RITZIE and MARY F. : Case No. 04-1358- CD
RITZIE, a/k/a MARY FRANCES RITZIE, :
PlaintiffS :
v. :
JERRY A. MILES and JERRY A. :
MILES, JR. and TOP OF THE LINE :
MOTORS, INC., :
Defendants :
:

CERTIFICATE OF SERVICE

I, Gary H. Simone, Esquire, hereby certify that a true and correct copy of the Praeclipe to Docket
Lien Avoidance was sent by United States Mail, postage prepaid, to the following:

Benjamin S. Blakley, III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801

Date: 4-19-05



Gary H. Simone, Esquire
RISHOR SIMONE
Suite 208, 101 E. Diamond
Butler, PA 16001
(724) 283-7215
PA I.D. 43955

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

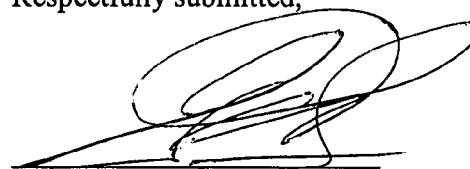
CHARLES E. RITZIE and MARY F. : Case No. 04-1358- CD
RITZIE, a/k/a MARY FRANCES RITZIE, :
PlaintiffS :
:
v. :
:
JERRY A. MILES and JERRY A. :
MILES, JR. and TOP OF THE LINE :
MOTORS, INC., :
Defendants :
:

**PRAECIPE TO DOCKET BANKRUPTCY
LIEN AVOIDANCE ORDER**

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Kindly note at the above docket number the Bankruptcy Court Order dated April 6, 2005 avoiding the lien of Charles E. Ritzie and Mary F. Ritzie, a/k/a Mary Frances Ritzie in this matter as it pertains to Jerry A. Miles, Sr. A copy of said Order is attached hereto.

Respectfully submitted,



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RISHOR SIMONE
Suite 208, 101 E. Diamond Street
Butler, PA 16001
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PA I.D. #43955

FILED
m 11:33 AM
APR 25 2005
B62
William A. Shaw
Prothonotary/Clerk of Courts

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

JERRY A. MILES, JR.	:	Bankruptcy No.: 04-34143 BM
Debtor,	:	
JERRY A. MILES, JR.	:	Chapter 7
Movant,	:	Document No.: 13
vs.	:	
CHARLES E. RITZIE, MARY F. RITZIE, a/k/a MARY FRANCES RITZIE, LYNN A. MYERS, KATHI J. MYERS, DONALD R. FEZELL, ROBERT J. KROELL, JOAN KROELL, TIMOTHY R. WELKER, MELISSA A. WELKER, NEIL R. WELKER, RHONDA L. JONES and JAMES R. WALSH, Chapter 7 Trustee	:	
Respondents	:	

Default
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Charles E. Ritzie and Mary F.
Ritzie, a/k/a Mary Frances

October 27, 2004

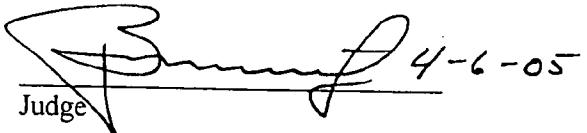
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By the Court,



4-6-05

Judge

FILED

APR 6 2005

CLERK, U.S. BANKRUPTCY COURT
WEST. DIST. OF PENNSYLVANIA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

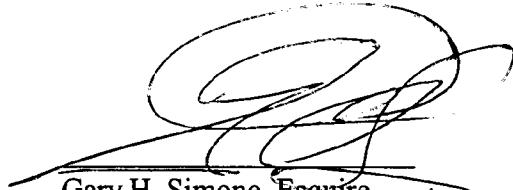
CHARLES E. RITZIE and MARY F. : Case No. 04-1358- CD
RITZIE, a/k/a MARY FRANCES RITZIE, :
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