

04-1565-CD  
WELLS FARGO FINANCIAL LEASING, INC. et al. vs. LEWIS D. DIXON

Wells Fargo et al vs Lewis Dixon  
2004-1565-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

WELLS FARGO FINANCIAL LEASING,  
INC., successor in interest to TELMARK,  
LLC,

Plaintiff,

vs.

LEWIS D. DIXON,

Defendant(s).

CIVIL ACTION - LAW

NO: 04-1565-CD

TITLE OF PLEADING:

COMPLAINT IN CONFESSION OF  
JUDGMENT

FILED ON BEHALF OF:

WELLS FARGO FINANCIAL LEASING,  
INC., successor in interest to TELMARK,  
LLC, Plaintiff

COUNSEL OF RECORD:

Owen W. Katz, Esquire  
Pa. I. D. # 36473  
Two Gateway Center, 15<sup>th</sup> Floor  
603 Stanwix Street  
Pittsburgh, PA 15222  
(412) 281-1015

I hereby certify that:

(a) judgment is not being entered by  
confession against a natural person in  
connection with a consumer credit transaction;  
and

(b) the last known address of Defendant(s) is:  
RR #1, Box 731-D, Houtzdale, PA 16651.

By:   
Owen W. Katz, Esq.

FILED  
m 203 84 pl 20 00  
Notary Public  
OCT 08 2004

William A. Shaw  
Prothonotary

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

WELLS FARGO FINANCIAL LEASING,  
INC., successor in interest to TELMARK,  
LLC,  
Plaintiff,

**CIVIL ACTION - LAW**

**NO:**

**vs.**

LEWIS D. DIXON,  
Defendant(s).

**COMPLAINT IN CONFESSION OF JUDGMENT**

AND NOW comes WELLS FARGO FINANCIAL LEASING, INC., successor in interest to TELMARK, LLC ("Plaintiff"), by and through the undersigned counsel, and files this Complaint in Confession of Judgment, whereof the following is a statement:

1. Plaintiff is the assignee from Telmark, LLC, of all rights, title and interest in the Notes which are subject matter of this Complaint, and has a principle place of business at 5000 Brittonfield Parkway, Suite 900, East Syracuse, NY 13057.

2. LEWIS D. DIXON, is an adult individual residing and/or doing business at RR #1, Box 731-D, Houtzdale, PA 16651 ("Defendant(s)").

3. Plaintiff entered into a Lease with Defendant(s), more particularly described as *Lease No. T5143*, a true and correct copy of which is attached hereto as Exhibit "A," and incorporated herein.

4. In accordance with the terms of the Lease(s), Defendant(s), had an obligation to make monthly payments. Defendant(s) fell into arrears and Plaintiff had accelerated the Lease(s), and repossessed the leased equipment. The leased equipment could not be sold for an amount in

excess of the balance due under the Lease and, therefore, a deficiency balance remains, as of August 27, 2004, of \$11,602.46. A copy of the notice of deficiency and demand for payment of same is attached as Exhibit "B" and incorporated herein.

5. Plaintiff files this Complaint in Confession of Judgment, as a result of the above defined default, in accordance with the authority granted by the Defendant(s) in Paragraph 15 of the Lease(s).

6. The Lease(s), attached as Exhibit "A," are true and correct copies of the original(s). See Affidavit attached as Exhibit "C."

7. The property subject to the Lease(s) was for commercial or business use and not for personal, family or household use. Judgment is not being entered against natural person(s) in connection with a consumer credit transaction.

8. There has been no further assignment, release or transfer of the Lease(s) except as already disclosed above. Judgment has not previously been entered on the Lease(s) in any jurisdiction.

11. The amounts presently due Plaintiff under the Lease(s) is/are as follows:

Principal Balance	\$11,602.46
Attorney Fees (fees to enter judgment and collect assuming no petition to open or strike)	<u>2,000.00</u>
	\$13,602.46

12. Attorney fees, which are provided for in both the Lease(s) and Guarant(ies), are estimated to be \$2,000, provided, however, additional fees will be sought in the event of a petition to open or strike.

WHEREFORE, in accordance with the authority granted under the terms of Lease(s) as more

particularly described above, Plaintiff demands judgment by confession against Defendant(s), in the amount of \$13,602.46 (consisting of balance and attorney fees), together with the costs of this proceeding.

Respectfully Submitted,

WELLS FARGO FINANCIAL LEASING, INC.,  
successor in interest to TELMARK, LLC

Date: 10/6/24

By: 

Owen W. Katz, Esquire

Pa. I. D. # 36473

Two Gateway Center, 15<sup>th</sup> Floor

603 Stanwix Street

Pittsburgh, PA 15222

(412) 281-1015

VERIFICATION

I, Sheila A. Daughton, state that I am  
[Print Name]

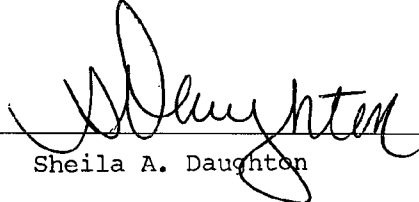
Litigation Specialist of/with Plaintiff and am authorized by it  
[State position or title]

to make this verification, and that the facts set forth in the foregoing Pleading are true and correct to the best of my personal knowledge, information and belief, and that the Exhibits attached thereto are true and correct reproductions of the originals.

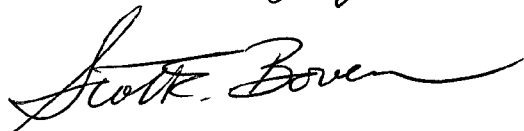
I further certify that the Defendant(s) is/are not, to my knowledge, in the military service of the United States or any state or territory thereof or its allies as described in the Soldiers and Sailors Relief Act of 1940, as amended, and that judgment is not being entered against a natural person in connection with a consumer credit transaction.

I understand that my statements are made subject to 18 Pa. Cons. Stat. §4904 providing for criminal penalties for unsworn falsification to authorities.

Date: October 1, 2004

  
\_\_\_\_\_  
Sheila A. Daughton

*Sworn to and Subscribed Before me  
this 1<sup>st</sup> Day of October 2004*



**SCOTT E. BOWEN**  
Notary Public, State of New York  
Qualified in Onondaga County  
No. 01BC0012007  
My Commission Expires June 28, 2008

## **EXHIBIT “A”**

# PENNSYLVANIA VEHICLE LEASE

**TELMARK LLC** (Lessor)

P.O. BOX 4943, SYRACUSE, NEW YORK 13221-4943 PHONE 1-800-451-3322

LEASE No.: TS143

INDIVIDUAL

STATE OF REG: REG #:

VEHICLE LOCATION: X CHECK IF ADDRESS IS  
SAME AS LESSEE OR INDICATE ADDRESS BELOW INCLUDING  
CITY, COUNTY AND STATE

REGISTERED LEGAL NAME (LESSEE) LEWIS D. DIXON  
ADDRESS RR#1 BOX 731-D  
CITY HOUTZDALE  
STATE PA ZIP 16651  
COUNTY CLEARFIELD

NAME OF PERSON TO CONTACT: LEWIS D. DIXON

SUPPLIER SELECTRUCKS OF PITTSBURGH, LLC  
ADDRESS 24 FYDA DRIVE  
CANNONSBURG, PA 15317  
SALESPERSON DENNIS J. FRANKIE

VEHICLE DESCRIPTION (THE "VEHICLE"): QUANTITY, MANUFACTURER, ITEM(S), MODEL NO., SERIAL NO., AND/OR OTHER IDENTIFICATION

1- USED 1997 FREIGHTLINER FLD 120 TRUCK TRACTOR, VIN# 1FUVDSEB4VL757933

RENTAL AMOUNT PER PAYMENT PERIOD	PAYMENTS WILL BE MADE		TERM OF LEASE (NO. MONTHS)	NO. OF LEASE PAYMENTS REMAINING	ADVANCE PAYMENT
	MONTHLY	OTHER:			
\$798.00	X		30	29	\$4,000.00

PAYMENT SCHEDULE

EACH LEASE PAYMENT IS SUBJECT TO SALES TAX OR PERSONAL PROPERTY TAX AT PERCENTAGES OR AMOUNTS AS MAY FROM TIME TO TIME BE IN EFFECT. THE LESSEE IS RESPONSIBLE TO PROVIDE THE LESSOR AN EXEMPTION CERTIFICATE AS REQUIRED BY LAW.

EXHIBIT "TG" YES X NO; Exhibit 1, Exhibit 2 Attached OTHER EXHIBITS (LIST):

NOTICE TO LESSEE: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGNED. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND A COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE LESSOR INCLUDED BUT NOT LIMITED TO RETURNED GOODS, FAULTY GOODS, FAILURE ON LESSOR'S PART TO COMPLY WITH THE LEASE, OR ANY OTHER CAUSE.

LESSEE AGREES TO THE LEASE TERMS AND CONDITIONS OF THIS ENTIRE AGREEMENT ALONG WITH ALL SCHEDULES AND EXHIBITS BY SIGNING BELOW THAT THIS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO SUPPLIER, AGENT, OR LESSEE MAY WAIVE OR MODIFY ANY TERM OF THIS LEASE AGREEMENT EXCEPT AS AGREED TO BY THE LESSOR IN WRITING BY AN AUTHORIZED OFFICER.

IN THE EVENT THAT THIS LEASE IS EXECUTED BY A CORPORATE OFFICER OR MANAGER OF AN LLC, THAT PERSON HEREBY CERTIFIES THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE SAME BY A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CORPORATION AND/OR BY MEMBERS OF THE LLC. LESSEE SHALL IMMEDIATELY NOTIFY LESSOR OF ANY CHANGE IN BUSINESS ENTITY STATUS INCLUDING CHANGE OF ADDRESS, LEGAL NAME OR STATE OF REGISTRATION.

LESSEE REPRESENTS, SWEARS AND AFFIRMS THAT THE VEHICLE IS BEING LEASED FOR COMMERCIAL OR BUSINESS USE AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD USE.

IN WITNESS WHEREOF LESSEE HAS HEREBY EXECUTED THIS NON CANCELABLE LEASE DATED August 8, 2002

SIGNED BY [Signature]  
TITLE LEWIS D. DIXON, LESSEE

SIGNED BY \_\_\_\_\_  
TITLE \_\_\_\_\_

SIGNED BY \_\_\_\_\_  
TITLE \_\_\_\_\_

SIGNED BY \_\_\_\_\_  
TITLE \_\_\_\_\_

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL ACCEPTED BY THE LESSOR, ITS AGENT OR ASSIGNEES IN ITS COMPANY OFFICE IN THE STATE OF NEW YORK.

ACCEPTANCE: TELMARK LLC, LESSOR

BY [Signature] TITLE District Manager DATE Aug 8, 2002



## TERMS AND CONDITIONS OF LEASE

1. **LEASE.** Lessor leases to Lessee the VEHICLE described above. Lessor, at the request of the Lessee, has ordered the VEHICLE from the supplier(s) in accordance with specifications selected by the Lessee. All replacement parts, additions, improvements and accessories incorporated in or affixed to the VEHICLE become the property of Lessor.

2. **TERM.** The term of this LEASE shall commence on the date the Acceptance Notice is executed. At the end of the LEASE term, the LEASE terminates upon the payment of all specified rentals or other charges and the fulfillment of all other obligations of this LEASE. This LEASE is irrevocable and non-cancelable for the full term and shall be binding upon the Lessee, the Lessee's heirs, successors, assigns and legal representatives.

3. **RENTALS.** The non refundable advance rental payment shall be due upon the execution of the LEASE or at such other time as agreed to by Lessor and applied to satisfy Lessee's obligations under the LEASE. Lessee shall pay the remaining rental payments as specified above. The rent due is absolute and unconditional and is not subject to any adjustment by Lessee of any kind or for any reason. All payments shall be made to the office of Telmark LLC, PO Box 4943, Syracuse, NY 13221 or as directed by Lessor. Lessee shall pay a late charge of 3% of any rental payment or \$25, whichever is greater, when any payment is made more than ten days after the due date (subject to maximum limits imposed by state law). Any security deposit may be applied to the payment of late charges, expenses, attorneys' fees and any other payments or expenses related to this LEASE, at Lessor's discretion, with any remaining balance to be returned to the Lessee at the termination of this LEASE.

4. **VEHICLE.** Lessee shall keep the VEHICLE at the location as described above. Lessor will have the right of access to the VEHICLE for any lawful purpose subject to Lessee's rights under this LEASE. Lessor may inspect the VEHICLE during reasonable business hours. Lessee agrees (a) not to allow the use of the VEHICLE by others, except for employees of Lessee and (b) not to rent or sublet the VEHICLE or any part thereof to others for their own use without the prior written consent of the Lessor. Lessee shall comply with all laws, rules and regulations.

5. **ACCEPTANCE AND REPAIRS.** Lessee shall inspect the VEHICLE promptly upon receipt and shall conclusively be presumed to have accepted the VEHICLE except for defects of which Lessor and the supplier are given written notice upon delivery. Lessee at its own cost and expense shall keep the VEHICLE in good repair and condition and shall not use the VEHICLE beyond its capacities. Lessee shall not, without Lessor's prior written consent, incur any expense for Lessor's account. Lessor shall not be obligated to make any repairs or replacements to the VEHICLE.

6. **TITLE.** Lessor and Lessee agree that the VEHICLE is personal property and that title shall remain in Lessor's name exclusively. Lessee shall give Lessor immediate notice of any attachment or other judicial process, liens, or encumbrances affecting the VEHICLE.

7. **END OF TERM OPTIONS.** When the LEASE terminates, the Lessee's options are: (i) renew the LEASE at the fair rental value of the VEHICLE for such term as the parties agree or (ii) purchase the VEHICLE at fair market value or (iii) vacate and return the VEHICLE. During any renewal period, all of the provisions of this LEASE remain in effect except for the new term and rental. The Lessee must provide Lessor with 60 days written notice prior to the end of the term that the Lessee will renew the LEASE, purchase the VEHICLE or vacate and return the VEHICLE.

Should Lessee not elect to renew or purchase, Lessee will return the VEHICLE to Lessor for Lessor's sole and exclusive use, at the Lessee's expense, in the same condition as when accepted, reasonable wear and tear excepted. Lessee shall cooperate with Lessor in taking possession of the VEHICLE. Until Lessee vacates and returns the VEHICLE, current rental shall continue. Lessor will have access to the VEHICLE and land for an additional 25 percent of the original term of the LEASE for any lawful purpose including re-lease or to disassemble for removal.

8. **WARRANTIES.** LESSOR AUTHORIZES LESSEE TO ENFORCE IN LESSEE'S NAME ALL WARRANTIES, AGREEMENTS, OR REPRESENTATIONS, IF ANY, WHICH MAY BE MADE BY THE SUPPLIER. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE VEHICLE, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTIES AGAINST INFRINGEMENT OR INTERFERENCE. NO DEFECT OR UNFITNESS OF THE VEHICLE SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT AS PROVIDED IN THIS LEASE OR OF ANY OTHER OBLIGATION UNDER THIS LEASE. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OF ANY NATURE EITHER CAUSED DIRECTLY OR INDIRECTLY OR FOR ANY DAMAGES DUE TO SUPPLIER DELAY IN PROVIDING THE VEHICLE.

LESSEE HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO SETOFF PAYMENTS OF RENT UNDER THIS LEASE FOR A CLAIM ARISING FROM DEFECT OR UNFITNESS OF THE VEHICLE.

9. **LESSEE'S AND GUARANTOR'S WARRANTIES TO LESSOR.** Lessee and any guarantor(s) of Lessee's obligations under this LEASE expressly represent and warrant to Lessor, and Lessor relies on the fact that (a) said parties have read and understood this LEASE before it was signed; (b) said parties have selected and are fully satisfied with both the VEHICLE and the Supplier who sold the VEHICLE to Lessor; (c) said parties have freely chosen to lease, not buy, from Lessor only after having considered other means of obtaining the use of the VEHICLE; (d) NEITHER THE SUPPLIER OF THE VEHICLE NOR ANY OF ITS SALESPERSONS ARE, OR HAVE ACTED, AS, LESSOR'S AGENTS OR EMPLOYEES; (e) financial information and other statements provided to Lessor are accurate and correct, and will be updated upon Lessor's request during the term of this LEASE; (f) said parties are currently meeting all debts as such come due; (g) the VEHICLE is leased exclusively for Lessee's business purposes and not for starting a new business or for personal, family or household purposes; (h) Lessee has unrestricted power to enter into this LEASE, has duly authorized the person executing it, and certifies that all signatures are authentic; (i) Lessor owns the VEHICLE and therefore has no duty on Lessee's default to repossess or remarket the VEHICLE; and (j) the VEHICLE has a remaining economic life of the greater of at least the initial term of this LEASE plus two years or as allowed by the IRS depreciation schedules at the commencement of this Lease.

10. **INDEMNITY.** Lessee shall indemnify and save Lessor harmless from any and all liability, including Lessor's attorneys' fees or expenses, arising in connection with the VEHICLE or the lease thereof to Lessee, including without limitation, its manufacture, selection, purchase, delivery, possession, use, injury to Lessee's employees, operation, maintenance, leasing and return including the acts of the Lessee in failing to maintain the VEHICLE in good repair and the collection of all Lessee's obligations to Lessor under this LEASE.

11. **RISK OF LOSS.** Lessee hereby assumes and shall bear the entire risk of loss, damage and destruction of VEHICLE from any cause whatsoever and no loss, damage or destruction of VEHICLE shall relieve Lessee of the obligation to pay rentals or any other due and unpaid obligations of Lessee under this LEASE. Lessee shall promptly notify Lessor in writing of any such loss, damage or destruction of the VEHICLE. In the event of damage of any kind whatever to any part of VEHICLE, Lessee shall at Lessee's expense place the VEHICLE in good repair, condition and working order. If the VEHICLE is determined by Lessor to be destroyed or damaged beyond repair, Lessee shall immediately pay Lessor an amount equal to all rentals due or to become due under this Lease plus any other unpaid charges discounted to its present value, at the nominal rate of 6% per annum. Upon such payment and fulfillment of all other obligations, this LEASE shall terminate and Lessee thereupon shall become the owner of the VEHICLE.

12. **INSURANCE.** Lessee shall at its own expense keep the VEHICLE insured for physical damage and shall maintain auto liability insurance and commercial general liability insurance, all on such forms and in such amounts as requested from time to time by Lessor, and shall provide Lessor with acceptable certification of insurance and upon request shall provide copies of required policies to Lessor. All requested insurance shall provide that insurance thereunder is primary with respect to any and all insurance that Lessor may maintain on its own behalf and shall be endorsed to name Lessor as an additional insured. Physical damage insurance shall also name Lessor as loss payee under the terms of Lenders Loss Payable Endorsement, or equivalent coverage acceptable to Lessor. The proceeds of such insurance shall be applied, at the option of Lessor, as set forth in the Risk of Loss Section (paragraph 11). In the event the Lessor elects to apply insurance proceeds to items lost, damaged or destroyed, the Lessee's obligation for a portion of the rent shall cease only with respect to the amount applied toward the items lost, damaged or destroyed in the amount of the insurance settlement received by Lessor.

Lessee shall, if so required by Lessor, obtain term life insurance upon Lessee's life, in an amount required by Lessor. Lessee agrees to name Lessor as sole beneficiary and to assign ownership of said policy to Lessor.

In the event of failure of Lessee to provide and maintain any and all insurance required under

this Section or to provide acceptable evidence thereof, Lessor may but is not required to obtain said insurance and shall charge all premiums therefor to Lessee as additional rent.

13. **TAXES.** All taxes, fees and other charges imposed on the VEHICLE shall be paid by the Lessee. If Lessor is required to pay taxes, fees and other charges, Lessor will charge any payments to Lessee as additional rent.

14. **DEFAULT.** If Lessee fails to pay any rent or other amount due within ten days; or if Lessee fails to observe, keep or perform any provision of this LEASE; or a decree or order for relief, by any court having jurisdiction over Lessee in any voluntary or involuntary case under the Federal Bankruptcy or State Insolvency Laws is entered; or if Lessee, without Lessor's prior written consent, shall attempt to remove, sell, transfer, encumber, sublet or part with possession of the VEHICLE or any part thereof, or if Lessor deems itself insecure including but not limited to by means of the Lessee filing a termination statement without Lessor's consent, such an event will be deemed to be a "Default" of the LEASE and Lessor shall have the right without notice to: (a) declare the entire amount of all unpaid rentals, immediately due and payable, computed as the sum of any outstanding rentals due and unpaid, other unpaid charges including all late charges, attorneys' fees and other expenses, plus the present value of the remaining rentals and the estimated fair market value of the VEHICLE at the end of the term of this LEASE, discounted on a monthly basis at the nominal rate of six (6) percent per annum, and to sue for and recover that amount; and (b) take possession of the VEHICLE or any and all items of the VEHICLE without demand or notice wherever the same may be located without any court order or process of law. Lessee shall cooperate with Lessor in taking possession of the VEHICLE. Lessor will have access to the VEHICLE after taking possession thereof for any lawful purpose including to re-lease or to disassemble the VEHICLE for removal.

Upon taking possession of the VEHICLE, Lessor at its option may (i) sell the VEHICLE or any part thereof to the highest bidder at public auction or private sale, or (ii) engage in any lawful purpose including to re-lease or to disassemble the VEHICLE for removal. Lessee agrees that ten days written notice to Lessee of any public or private sale constitutes reasonable notice. Notice is deemed given on date of mailing. Lessee hereby waives any and all damages occasioned by such taking of possession. Any such taking of possession shall not constitute a termination of this LEASE and shall not relieve Lessee of its LEASE obligations.

If any proceedings shall be instituted by Lessor to recover any monies due and/or for the possession of the VEHICLE, Lessee shall pay the Lessor's reasonable attorneys' fees, repossession expenses and other related expenses incurred by the Lessor.

15. **CONFESSION OF JUDGMENT.** UPON A DEFAULT UNDER THIS LEASE, LESSEE, HEREBY IRREVOCABLY AND UNCONDITIONALLY AUTHORIZES THE PROTHONOTARY OR ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OF AMERICA OR ELSEWHERE TO APPEAR FOR LESSEE AND, WITH OR WITHOUT COMPLAINT FILED, CONFESS JUDGMENT, OR A SERIES OF JUDGMENTS, AGAINST LESSEE AND IN FAVOR OF LESSOR, AND ITS SUCCESSORS AND ASSIGNS, AT ANY TIME FOR ALL OR ANY PORTION OF THE UNPAID BALANCE OF ALL UNPAID OBLIGATIONS UNDER THIS LEASE, WHETHER BY ACCELERATION OR OTHERWISE (THE "OBLIGATIONS"), WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH REASONABLE ATTORNEYS' FEES FOR COLLECTION. TO THE EXTENT PERMITTED BY LAW, LESSEE RELEASES ALL ERRORS IN SUCH PROCEEDINGS. IF A COPY OF THE LEASE VERIFIED BY AFFIDAVIT OF LESSOR OR SOMEONE ON LESSOR'S BEHALF IS FILED IN SUCH ACTION, IT WILL NOT BE NECESSARY TO FILE THE ORIGINAL LEASE AS A WARRANT OF ATTORNEY. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST THE LESSEE WILL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF, AND THE SAME MAY BE EXERCISED, FROM TIME TO TIME, AS OFTEN AS LESSOR SHALL DEEM NECESSARY AND DESIRABLE, AND THIS LEASE SHALL BE SUFFICIENT WARRANT THEREFOR. LESSOR MAY ENTER ONE OR MORE JUDGMENTS IN THE SAME OR DIFFERENT COUNTIES FOR ALL OR PART OF THE OBLIGATIONS INCURRED BY LESSEE UNDER THE LEASE, WITHOUT REGARD TO WHETHER JUDGMENT HAS BEEN RENDERED ON MORE THAN ONE OCCASION FOR THE SAME OBLIGATIONS. THE LESSOR'S RIGHT TO CONFESS JUDGMENT IS IN ADDITION TO AND NOT IN LIEU OF ANY OTHER RIGHT OR REMEDY AVAILABLE TO LESSOR UNDER THIS LEASE OR OTHERWISE.

LESSEE, BEING FULLY AWARE OF THE RIGHT TO NOTICE AND A HEARING CONCERNING THE VALIDITY OF ANY AND ALL CLAIMS THAT MAY BE ASSERTED AGAINST LESSEE BY LESSOR BEFORE A JUDGMENT CAN BE ENTERED HEREUNDER OR BEFORE EXECUTION MAY BE LEVIED ON SUCH JUDGMENT AGAINST ANY AND ALL PROPERTY OF SUCH LESSEE, HEREBY WAIVES THESE RIGHTS AND AGREES AND CONSENTS TO JUDGMENT BEING ENTERED BY CONFESSION IN ACCORDANCE WITH THE TERMS HEREOF AND EXECUTION BEING LEVIED ON SUCH JUDGMENT AGAINST ANY AND ALL PROPERTY OF LESSEE, IN EACH CASE WITHOUT FIRST GIVING NOTICE AND THE OPPORTUNITY TO BE HEARD ON THE VALIDITY OF THE CLAIM OR CLAIMS UPON WHICH SUCH JUDGMENT IS ENTERED.

LESSEE ACKNOWLEDGES THAT LESSEE HAS EITHER BEEN REPRESENTED BY COUNSEL OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY COUNSEL IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS LEASE AND THAT LESSEE UNDERSTANDS THIS PROVISION FOR CONFESSION OF JUDGMENT.

16. **CROSS-DEFAULT.** Any default by Lessee under this LEASE will be considered a default under any other agreements between Lessee and Lessor and any default by Lessee under any other agreements between Lessee and Lessor shall be deemed a default by Lessee under this LEASE.

17. **UCC.** The Lessee hereby authorizes the Lessor to file all necessary financing statements electronically or otherwise and to produce, obtain, or file notices of lien or other evidences of ownership or security interest of the Lessor without Lessee's signature and, if applicable, irrevocably appoints Lessor as its ATTORNEY-IN-FACT with power to sign its name for this purpose. This power being coupled with an interest is irrevocable until all obligations of Lessee hereunder are paid in full. Lessee acknowledges and agrees that this LEASE constitutes a finance lease within the meaning of the Uniform Commercial Code Article 2A.

18. **FINANCIAL STATEMENTS.** Lessee shall furnish current financial statements to Lessor if requested. Lessee grants permission for Lessor to obtain credit reports of Lessee during the term of the LEASE.

19. **ASSIGNMENTS.** NEITHER THIS LEASE NOR LESSEE'S RIGHTS HEREUNDER SHALL BE ASSIGNABLE IN WHOLE OR IN PART BY LESSEE EXCEPT WITH LESSOR'S PRIOR WRITTEN CONSENT AND THE LEASE PROVISIONS SHALL BIND ANY PERMITTED SUCCESSORS AND ASSIGNS OF LESSEE. LESSOR SHALL HAVE THE RIGHT TO ASSIGN THIS LEASE OR ANY PART THEREOF. If Lessor assigns the rentals or any of Lessor's other rights under this LEASE, the right of the Lessor's assignee (the "Assignee") to receive the rentals as well as any other rights of Lessor shall not be subject to any defense, setoff, counterclaim, or recoupment which may arise out of any breach or obligation of Lessor or by reason of any other indebtedness or liability at any time owing by Lessor to Lessee. All rentals due hereunder shall be payable to Assignee by Lessee whether or not this LEASE is terminated by operation of law or otherwise, including without limitation, termination arising out of bankruptcy, reorganization or similar proceedings involving Lessor. On receipt of notification of such assignment, Lessee, subject to its rights hereunder, shall become the pledgeholder of the VEHICLE for and on behalf of the Assignee and will follow all of Assignee's written directions. Lessee on receiving notice of any such assignment shall make rental payments as directed by Assignee.

20. **NON-WAIVER.** Lessor's failure at any time or from time to time to require strict performance by Lessee of any of the LEASE provisions shall not waive or diminish Lessor's right thereafter to demand strict compliance with the terms of this LEASE. Lessor's rights are cumulative and not alternative.

21. **SEVERABILITY.** If any provision or any remedy be deemed invalid, the remaining provisions shall be given effect.

22. **APPLICABLE LAW.** This LEASE shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflict of laws.

23. **JOINT AND SEVERAL LIABILITY.** If more than one person and/or entity executes this LEASE, each and all persons and/or entities shall be jointly and severally liable hereunder.

24. **ENTIRE AGREEMENT.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which together shall constitute the entire agreement between the parties. The parties agree that signatures sent by facsimile, e-mail or other electronic means will constitute original signatures. Lessee will be bound when Lessee has signed any one such counterpart and has delivered, e-mailed, or faxed at least the signature page of that counterpart to Lessor.

# PENNSYLVANIA VEHICLE LEASE

**TELMARK LLC** (Lessor)

P.O. BOX 4943, SYRACUSE, NEW YORK 13221-4943 PHONE 1-800-451-3322

LEASE No.: TS143

INDIVIDUAL

STATE OF REG: REG #:

VEHICLE LOCATION: X CHECK IF ADDRESS IS  
SAME AS LESSEE OR INDICATE ADDRESS BELOW INCLUDING  
CITY, COUNTY AND STATE

REGISTERED LEGAL NAME (LESSEE) LEWIS D. DIXON  
ADDRESS RR#1 BOX 731-D  
CITY HOUTZDALE  
STATE PA ZIP 16651  
COUNTY CLEARFIELD

NAME OF PERSON TO CONTACT: LEWIS D. DIXON

SUPPLIER SELECTRUCKS OF PITTSBURGH, LLC  
ADDRESS 24 FYDA DRIVE  
CANNONSURG, PA 15317  
SALESPERSON DENNIS J. FRANKIE

VEHICLE DESCRIPTION (THE "VEHICLE"): QUANTITY, MANUFACTURER, ITEM(S), MODEL NO., SERIAL NO., AND/OR OTHER IDENTIFICATION

1- USED 1997 FREIGHTLINER FLD 120 TRUCK TRACTOR, VIN# 1FUJDSEB4VL757933

RENTAL AMOUNT PER PAYMENT PERIOD	PAYMENTS WILL BE MADE		TERM OF LEASE (NO. MONTHS)	NO. OF LEASE PAYMENTS REMAINING	ADVANCE PAYMENT
	MONTHLY	OTHER:			
\$798.00	X		30	29	\$4,000.00

PAYMENT SCHEDULE

EACH LEASE PAYMENT IS SUBJECT TO SALES TAX OR PERSONAL PROPERTY TAX AT PERCENTAGES OR AMOUNTS AS MAY FROM TIME TO TIME  
BE IN EFFECT. THE LESSEE IS RESPONSIBLE TO PROVIDE THE LESSOR AN EXEMPTION CERTIFICATE AS REQUIRED BY LAW.

EXHIBIT "TG" YES X NO; Exhibit 1, Exhibit 2 Attached OTHER EXHIBITS (LIST):

## ACCEPTANCE NOTICE EXHIBIT

ACCEPTANCE DATE

Aug 9, 2012

ALL THE ITEMS REFERRED TO ABOVE WERE RECEIVED BY LESSEE AND  
WERE AND ARE IN GOOD ORDER AND CONDITION AND ACCEPTABLE TO LESSEE.  
LESSEE APPROVES FULL PAYMENT BY LESSOR TO THE SUPPLIER(S). LESSEE  
UNDERSTANDS THAT LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF  
ANY KIND WITH RESPECT TO THE LEASED ITEMS AS MORE FULLY SET FORTH IN  
PARAGRAPH 8 OF THE LEASE.

VEHICLE INSURANCE NAMING LESSOR AS ADDITIONAL INSURED AND LOSS  
PAYEE WITH THE FOLLOWING MINIMUM LIMITS IS ALREADY IN FORCE AND WILL  
REMAIN IN FORCE THROUGHOUT THE LEASE TERM. LIABILITY INSURANCE FOR A  
COMBINED SINGLE LIMIT OF \$500,000.00 OR AS FOLLOWS: BODILY INJURY -  
\$250,000.00 PER PERSON - \$500,000.00 PER OCCURRENCE, PROPERTY DAMAGE -  
\$100,000.00 PER OCCURRENCE. PHYSICAL DAMAGE INSURANCE COVERING THE  
LEASED ITEMS WITH A MAXIMUM DEDUCTIBLE OF \$1,000.00 IS ALREADY IN FORCE  
AND WILL REMAIN IN FORCE THROUGHOUT THE LEASE.

NO SUPPLIER OR AGENT THEREOF IS AUTHORIZED TO WAIVE OR MODIFY  
ANY TERM OF THIS LEASE AGREEMENT.

IF THE DATE IS OMITTED THE LESSEE AUTHORIZES THE LESSOR TO  
COMPLETE THIS ACCEPTANCE BY DATING IT ON THE LESSEE'S BEHALF WHEN  
AUTHORIZED BY TELEPHONE OR IN PERSON TO DO SO.

SUPPLIER: This acceptance must be signed by Lessee and returned to Telmark before  
your invoice can be paid.

SIGNED BY

[Signature]  
LESSOR

TITLE

SIGNED BY

TITLE

SIGNED BY

TITLE

SIGNED BY

TITLE

## Amendment of Lease Agreement

Date: May 14, 2003

Lessor: Wells Fargo Financial Leasing, Inc., successor in interest to Telmark LLC  
P.O. Box 4943, Syracuse, New York 13221

Lessee: LEWIS D DIXON, 309 S 5TH ST #3, CLEARFIELD PA 16830

Lease No.: 02-010-71113-00-T5143

Description: 1997 FREIGHTLINER TRUCK TRACTOR, more fully described in lease agreement  
acquired on AUGUST 9, 2002.

-----

In consideration of a processing fee in the amount of \$50.00, Lessor and Lessee hereby agree to amend the current remaining payment schedule as follows:

23 REMAINING CONSECUTIVE MONTHLY PAYMENTS AT \$798.00 EACH, COMMENCING  
JULY 20, 2003

Any Exhibit TG, if applicable, is null and void.

All other terms and conditions of this lease agreement remain in full force and effect.

In the event that this Amendment is executed by a Corporate Officer, Managing Partner of a LLP or Manager of a LLC, that person hereby certifies that he/she is duly authorized to execute same by a resolution of the Board of Directors of the Corporation and/or by members of the LLP or LLC.

Legal Name of Lessee: LEWIS D DIXON

Signed By:

Lewis D Dixon  
LEWIS D DIXON, LESSEE

Signed By: \_\_\_\_\_

Accepted By:

Paul C. Woods, Lessor Dated On 5/19/03

**EXHIBIT "B"**

**Wells Fargo Financial Leasing, Inc.**

P.O. BOX 4943, SYRACUSE, NEW YORK 13221-4943 TELEPHONE: 1-800-806-3294

September 17, 2004

Lewis D. Dixon  
RR 1, Box 731-D  
Houtzdale, PA 16651

Re: Lease No.: 007-0071113-001(Lease T5143)  
Description: (1) Used 1997 Freightliner FLD 120 Truck Tractor  
Vin No.: Vin#1FUVDSEB4VL757933

Dear Mr. Dixon:

Please consider this letter to be Wells Fargo Financial Leasing, Inc.'s formal notification of the deficiency balance due on the above referenced lease. The deficiency balance is computed as follows:

Lease Balance	\$ 12,868.00
Late Charges	150.00
Residual Value	2,450.00
Transport/Detail	849.12
Repair	90.34
Repossession Fees:	1,045.00
Sales Commission:	650.00

(Less)Sale Proceeds: \$ 6,500.00

**Deficiency Balance: \$11,602.46**

The Deficiency balance of \$11,602.46 should be in this office within 10 days from the date of this letter, pursuant to the terms and conditions of the default section of the lease agreement that you acquired on August 8, 2002. If you fail to contact Wells Fargo Financial Leasing, Inc. by the above date, this matter will be turned over to Wells Fargo Financial Leasing, Inc.'s legal counsel in your state for collection. If you have any questions regarding the above please contact me.

Sincerely,

Sheila Daughton  
Litigation Specialist  
800-806-3294, ext.45072

**EXHIBIT "C"**

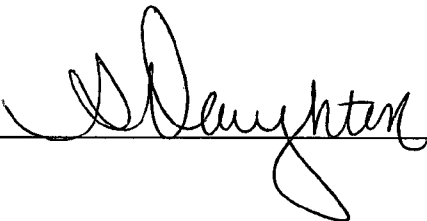
**AFFIDAVIT**

STATE OF NEW YORK  
COUNTY OF ONONDAGA

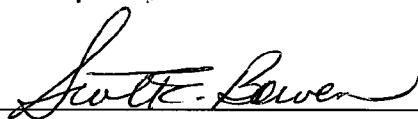
)  
) SS:  
)

I, Sheila A. Daughton, depose and say, that:

1. I am an employee of Plaintiff and am authorized to make this affidavit.
2. In the course of the performance of my duties I have complete access to the records of Plaintiff, including, but not limited to, the original documentation in Plaintiff's possession.
3. The Lease containing the warrant of attorney to confess judgment attached to the foregoing Complaint as Exhibit "A" is a true and correct copy of the original document(s) which remain in the possession of Plaintiff.

  
\_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME /  
THIS 1<sup>st</sup> DAY OF October, 2007.

  
\_\_\_\_\_  
Notary Public

**SCOTT E. BOWEN**  
Notary Public, State of New York  
Qualified in Onondaga County  
No. 01BO6112075  
My Commission Expires June 28, 2008

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

WELLS FARGO FINANCIAL LEASING,  
INC., successor in interest to TELMARK,  
LLC,

Plaintiff,

**CIVIL ACTION - LAW**

**NO:** 04-1565-CD

vs.

LEWIS D. DIXON,

Defendant(s).

**CONFESSION OF JUDGMENT**

Pursuant to the authority contained in the warrant of attorney contained in the Lease(s) and Guarant(ies), true and correct copies of which are attached to the Complaint filed in this action, I appear for the Defendant(s) and confess judgment in favor of the Plaintiff and against Defendant(s), as follows:

Principal Balance \$11,602.46

Attorney Fees (fees to enter judgment and collect \$ 2,000.00

\$13,602.46

Plus Costs

Date: 10/6/04

By: 

Owen W. Katz, Esq.

Pa. I. D. # 36473

Two Gateway Center, 15th Floor

603 Stanwix Street

Pittsburgh, PA 15222

(412) 281-1015



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

WELLS FARGO FINANCIAL LEASING,  
INC., successor in interest to TELMARK,  
LLC,  
Plaintiff,  
vs.

**CIVIL ACTION - LAW**

**NO:**

LEWIS D. DIXON,  
Defendant(s).

**NOTICE OF JUDGMENT**

TO: LEWIS D. DIXON  
RR #1, Box 731-D  
Houtzdale, PA 16651

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

- |                                     |                         |  |  |
|-------------------------------------|-------------------------|--|--|
| <input type="checkbox"/>            | Decree Nisi in Equity.  |  |  |
| <input type="checkbox"/>            | Final Decree in Equity. |  |  |
| <input checked="" type="checkbox"/> | Judgment of             | <input checked="" type="checkbox"/> Confession | <input type="checkbox"/> Verdict           |
|                                     |                         | <input type="checkbox"/> Default               | <input type="checkbox"/> Non-Suit          |
|                                     |                         | <input type="checkbox"/> Non-Pros              | <input type="checkbox"/> Arbitration Award |

☒ Judgment in the amount of \$13,602.46 PLUS COSTS.

PROTHONOTARY

By: \_\_\_\_\_  
Deputy

If you should have any questions regarding the above, please contact:

Owen W. Katz, Esq.  
Counsel for Plaintiff  
Two Gateway Center, 15th Floor  
603 Stanwix Street  
Pittsburgh, PA 15222  
(412) 281-1015

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

Wells Fargo Financial Leasing, Inc.  
Telmark, LLC  
Plaintiff(s)

No.: 2004-01565-CD

Real Debt: \$13,602.46

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Lewis D. Dixon  
Defendant(s)

Entry: \$20.00

Instrument: Confession Judgment

Date of Entry: October 8, 2004

Expires: October 8, 2009

Certified from the record this 8th 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**

WELLS FARGO FINANCIAL LEASING,  
INC., successor in interest to TELMARK,  
LLC,

Plaintiff,

vs.

LEWIS D. DIXON,

Defendant(s).

**CIVIL ACTION - LAW**

**NO: 04-1565-CD**

**TITLE OF PLEADING:**

AFFIDAVIT OF RETURN OF SERVICE OF  
NOTICE UNDER RULE 2958.1 OF  
JUDGMENT AND EXECUTION THEREON

**FILED ON BEHALF OF:**

WELLS FARGO FINANCIAL LEASING,  
INC., successor in interest to TELMARK,  
LLC, Plaintiff

**COUNSEL OF RECORD:**

Owen W. Katz, Esq.  
Pa. I. D. # 36473  
Two Gateway Center, 15th Floor  
603 Stanwix Street  
Pittsburgh, PA 15222  
(412) 281-1015

**FILED**

*m/11/25/04*  
**OCT 18 2004**

*ELK*  
*NO*  
*CC*

William A. Shaw  
Prothonotary/Clerk of Courts

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

WELLS FARGO FINANCIAL LEASING,  
INC., successor in interest to TELMARK,  
LLC,

Plaintiff,

**CIVIL ACTION - LAW**

**NO: 04-1565-CD**

**vs.**

LEWIS D. DIXON,

Defendant(s).

**AFFIDAVIT OF RETURN OF SERVICE OF NOTICE UNDER RULE 2958.1 OF  
JUDGMENT AND EXECUTION THEREON**

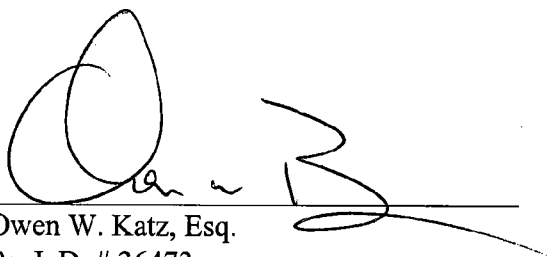
I, Owen W. Katz, state as follows:

1. On **October 13, 2004**, I served a true and correct copy of the **NOTICE UNDER RULE 2958.1 OF JUDGMENT AND EXECUTION THEREON** (a copy of which Notice is attached hereto as Exhibit "T"), a copy of the **NOTICE [pursuant to 42 Pa. C. S. §2737.1]** (a copy of which is attached hereto as Exhibit "II"), and a Copy of the complete Complain in Confession of Judgment and the Confession in Judgment filed in the above action, by sending same to Defendant(s) by U. S. Certified Mail, Return Receipt Requested. Copies of the Receipt for Certified Mail are attached hereto as part of Exhibit "III."
2. The Certified Mailing was received by Defendant(s), on **October 14, 2004**, as reflected on the Return Receipt green cards, copies of which are also attached hereto as part of Exhibit "III," and incorporated herein.

This Affidavit is made subject to 18 Pa.C.S.A. §4904 providing for criminal penalties for unsworn falsification to authorities.

Date:

10/15/04

A handwritten signature in black ink, appearing to read 'Owen W. Katz', written over a horizontal line.

Owen W. Katz, Esq.

Pa. I. D. # 36473

Two Gateway Center, 15th Floor

603 Stanwix Street

Pittsburgh, PA 15222

(412) 281-1015

**EXHIBIT "I"**

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

WELLS FARGO FINANCIAL LEASING,  
INC., successor in interest to TELMARK,  
LLC,

Plaintiff,

**CIVIL ACTION - LAW**

**NO: 04-1565-CD**

**vs.**

LEWIS D. DIXON,

Defendant(s).

**NOTICE UNDER RULE 2958.1 OF JUDGMENT AND EXECUTION THEREON**  
**NOTICE OF DEFENDANT'S RIGHTS**

TO: Lewis D. Dixon  
309 S. 5th Street, Apt. C  
Clearfield, PA 16830-2250

A judgment in the amount of \$13,602.46 has been entered against you and in favor of the plaintiff without any prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

You may have legal rights to defeat the judgment or to prevent your money or property from being taken. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
SECOND & MARKET STREETS  
CLEARFIELD, PA 16830  
(814) 765-2641 Ext. 50-51

Date: 10/12/04

By: 

Owen W. Katz, Esq.

Pa. I. D. # 36473

Two Gateway Center, 15th Floor

603 Stanwix Street

Pittsburgh, PA 15222

(412) 281-1015



**EXHIBIT "II"**

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

WELLS FARGO FINANCIAL LEASING,  
INC., successor in interest to TELMARK,  
LLC,

Plaintiff,

**CIVIL ACTION - LAW**

**NO:**

vs.

LEWIS D. DIXON,

Defendant(s).

**NOTICE**

**[pursuant to 42 Pa. C. S. §2737.1]**

A JUDGMENT HAS BEEN ENTERED AGAINST YOU BY CONFESSION OF JUDGMENT FOR \$13,602.46 IN THE ABOVE COURT. THE JUDGMENT WAS COMPUTED AS SET FORTH IN THE CONFESSION ATTACHED HERETO AS AN EXHIBIT "A" AND INCORPORATED HEREIN.

PURSUANT TO 42 Pa. C. S. §2737.1, IF A JUDGMENT WAS ENTERED AGAINST YOU BECAUSE YOU WERE INCORRECTLY IDENTIFIED AS A DEFENDANT IN THE COMPLAINT, YOU WILL BE ENTITLED TO COSTS AND REASONABLE ATTORNEY FEES AS DETERMINED BY THE COURT.

YOU MAY TAKE ACTION TO STRIKE THE JUDGMENT BY FOLLOWING THE PROCEDURE IN Pa. R. C. P. No. 2959, WHICH RULE IS SET FORTH BELOW:

**Pennsylvania Rule of Civil Procedure No. 2959. Striking Off or Opening Judgment; Pleadings; Procedure**

- (a)(1) Relief from a judgment by confession shall be sought by petition. Except as provided in subparagraph (2), all grounds for relief whether to strike off the judgment or to open it must be asserted in a single petition. The petition may be filed in the county in which the judgment was originally entered, in any county to which the judgment has been transferred or in any other county in which the sheriff has received a writ of execution directed to the sheriff to enforce the judgment.
- (2) The ground that the waiver of the due process rights of notice and hearing was not voluntary, intelligent and knowing shall be raised only
  - (i) in support of a further request for a stay of execution where the court has not stayed execution despite the timely filing of a petition for relief from the judgment and the

presentation of prima facie evidence of a defense; and

(ii) as provided by [Pa R. C. P. Nos.] 2958.3 or Rule 2973.3.

- (3) If written notice is served upon the petitioner pursuant to [Pa R. C. P. Nos.] 2956.1(c)(2) or . . . 2973.1(c), the petition shall be filed within thirty days after such service. Unless the defendant can demonstrate that there were compelling reasons for the delay, a petition not timely filed shall be denied.
- (b) If the petition states prima facie grounds for relief the court shall issue a rule to show cause and may grant a stay of proceedings. After being served with a copy of the petition the plaintiff shall file an answer on or before the return day of the rule. The return day of the rule shall be fixed by the court by local rule or special order.
- (c) A party waives all defenses and objections which are not included in the petition or answer.
- (d) The petition and the rule to show cause and the answer shall be served as provided in [Pa R. C. P. No.] 440.
- (e) The court shall dispose of the rule on petition and answer, and on any testimony, depositions, admissions and other evidence. The court for cause shown may stay proceedings on the petition insofar as it seeks to open the judgment pending disposition of the application to strike off the judgment. If evidence is produced which in a jury trial would require the issues to be submitted to the jury the court shall open the judgment.
- (f) The lien of the judgment or of any levy or attachment shall be preserved while the proceedings to strike off or open the judgment are pending.

Date:

10/6/04

By: 

Owen W. Katz, Esq.

Pa. I. D. # 36473

Two Gateway Center, 15th Floor

603 Stanwix Street

Pittsburgh, PA 15222

(412) 281-1015

**EXHIBIT "A"**

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

WELLS FARGO FINANCIAL LEASING,  
INC., successor in interest to TELMARK,  
LLC,

Plaintiff,

**CIVIL ACTION - LAW**

**NO:**

**vs.**

LEWIS D. DIXON,

Defendant(s).

**CONFESSION OF JUDGMENT**

Pursuant to the authority contained in the warrant of attorney contained in the Lease(s) and Guarant(ies), true and correct copies of which are attached to the Complaint filed in this action, I appear for the Defendant(s) and confess judgment in favor of the Plaintiff and against Defendant(s), as follows:

Principal Balance \$11,602.46

Attorney Fees (fees to enter judgment and collect \$ 2,000.00

\$13,602.46

Plus Costs

Date: 10/6/09

By: 

Owen W. Katz, Esq.

Pa. I. D. # 36473

Two Gateway Center, 15th Floor

603 Stanwix Street

Pittsburgh, PA 15222

(412) 281-1015

**EXHIBIT "III"**

OFFICIAL USE  
CLEARFIELD PA 16830

001  
1  
10/13/2004  
HGPS

Clearfield, PA 16830-2250

2001 1940 0005 9354 4473

**COMPLETE THIS SECTION ON DELIVERY**

- If YES, enter delivery address below: ☐ No

4. Restricted Delivery? (Extra Fee) ☐ Yes

7001 1940 0005 9354 4473

102535-02-M-15-C

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

WELLS FARGO FINANCIAL LEASING,  
INC., successor in interest to TELMARK,  
LLC,

Plaintiff,

vs.

LEWIS D. DIXON,  
Defendant(s),

vs.

COUNTY NATIONAL BANK,  
Garnishee(s).

**CIVIL DIVISION**

**NO: 04-1565-CD**

**TITLE OF PLEADING:**

PLAINTIFF'S PRAECIPE FOR WRIT OF  
EXECUTION

**FILED ON BEHALF OF:**

WELLS FARGO FINANCIAL LEASING,  
INC., successor in interest to TELMARK,  
LLC, Plaintiff

**COUNSEL OF RECORD:**

Owen W. Katz, Esq.  
Pa. I. D. # 36473  
Two Gateway Center, 15th Floor  
603 Stanwix Street  
Pittsburgh, PA 15222  
(412) 281-1015

**FILED**

NOV 24 2004

William A. Shaw  
Prothonotary/Clerk of Courts

EBK  
ICC & Lewin's  
m 12:30 PM to Shff  
Atty pd. 20.00



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

WELLS FARGO FINANCIAL LEASING,  
INC., successor in interest to TELMARK,  
LLC,  
Plaintiff,

CIVIL DIVISION

NO: 04-1565-CD

vs.

LEWIS D. DIXON,  
Defendant(s),

vs.

COUNTY NATIONAL BANK,  
Garnishee(s).

**PRAECIPE FOR WRIT OF EXECUTION**

TO: PROTHONOTARY

Kindly issue a Writ of Execution in the above matter,

- (1) directed to the Sheriff of CLEARFIELD County;
- (2) against LEWIS D. DIXON, Defendant(s); and
- (3) against COUNTY NATIONAL BANK, Garnishee(s).
- (4) Judgment Amount \$ 13,602.46  
Interest (\$2.24 per day from 10/8/04  
to 11/22/04): \$ 100.62  
\$ 13,703.08

PLUS COSTS AND ACCRUING INTEREST

**40.00 Prothonotary costs**

**Certification**

I certify that:

- (a) This praecipe is based upon a judgment entered by confession, and
- (b) Notice has been served pursuant to Rule 2958.1 at least thirty days prior to the date of the filing of this praecipe as evidenced by a return of service filed of record.

Respectfully Submitted:

WELLS FARGO FINANCIAL LEASING, INC.,  
successor in interest to TELMARK, LLC

Date: 11/22/04

By: 

Owen W. Katz, Esq.

Pa. I. D. # 36473

Two Gateway Center, 15th Floor

603 Stanwix Street

Pittsburgh, PA 15222

(412) 281-1015

COPY

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

WELLS FARGO FINANCIAL LEASING,  
INC., successor in interest to TELMARK, LLC,

CIVIL DIVISION

NO: 04-1565-CD

Plaintiff,

vs.

LEWIS D. DIXON,  
Defendant(s),

WRIT OF EXECUTION

vs.

COUNTY NATIONAL BANK,  
Garnishee(s).

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD )

**TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:**

To satisfy the judgment, interest and costs against LEWIS D. DIXON, Defendant(s):

- (1) You are directed to levy upon the property of the Defendant(s) to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the Defendant(s) not levied upon in possession of COUNTY NATIONAL BANK, as garnishee(s), and to notify said garnishee(s) that:
  - (a) an attachment has been issued;
  - (b) the garnishee is enjoined from paying any debt to or for the account of the Defendant(s) and from delivering any property of the Defendant(s) or otherwise disposing thereof;
- (3) If property of the Defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

(4) Judgment Amount \$ 13,602.46

Interest (\$2.24 per day from 10/8/04  
to 11/22/04):

\$ 100.62  
\$ 13,703.08

PLUS COSTS AND ACCRUING INTEREST

40.00 Prothonotary costs

CLEARFIELD COUNTY PROTHONOTARY

Date of Writ: 11/24/04

(Seal)

By: William L. [Signature]

Deputy

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NO: 04-1565-CD

WELLS FARGO FINANCIAL LEASING, INC.,  
successor in interest to TELMARK, LLC, Plaintiff,  
vs.  
LEWIS D. DIXON, Defendant(s),  
vs.  
COUNTY NATIONAL BANK, Garnishee(s).

WRIT OF EXECUTION

Costs

Pro. Pd.

40.00

Judg. Fee

Cr.

Sat.

Owen W. Katz, Esq.  
Pa. I. D. # 36473  
Two Gateway Center, 15th Floor  
603 Stanwix Street  
Pittsburgh, PA 15222  
(412) 281-1015

Proportionally costs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20042

NO: 04-1565-CD

PLAINTIFF: WELLS FARGO FINANCIAL LEASING INC., SUCCESSOR IN INTEREST TO TELMARK, LLC  
vs.

DEFENDANT: LEWIS D. DIXON

Execution INTERROGATORIES TO GARINISHEE

SHERIFF RETURN

DATE RECEIVED WRIT: 11/25/2004

LEVY TAKEN @

POSTED @

SALE HELD 11/22/2004

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED

DATE DEED FILED

PROPERTY ADDRESS 309 S. FIFTH STREET, APT C CLEARFIELD , PA 16830

CP FILED  
d 9:57 AM  
JUN 20 2005

William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

@ SERVED LEWIS D. DIXON

01/24/2005 @ 2:35 PM SERVED COUNTY NATIONAL BANK

SERVED INTERROGATORIES TO GARNISHEE ON MICHAEL C. SUTIKA/ BRANCH MANAGER OF COUNTY NATIONAL BANK, AT HIS PLACE  
OF EMPLOYMENT COUNTY NATIONAL BANK, 1 SOUTH SECOND ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND BY MAKING  
KNOWN TO HER THE CONTENTS THEREOF.

@ SERVED

NOW, JUNE 20, 2005 RETURN WRIT AS BEING SERVED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20042  
NO: 04-1565-CD

PLAINTIFF: WELLS FARGO FINANCIAL LEASING INC., SUCCESSOR IN INTEREST TO TELMARK, LLC  
vs.  
DEFENDANT: LEWIS D. DIXON

Execution INTERROGATORIES TO GARINISHEE

SHERIFF RETURN

---



SHERIFF HAWKINS \$20.30

SURCHARGE \$10.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005  
\_\_\_\_\_

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

WELLS FARGO FINANCIAL LEASING,  
INC., successor in interest to TELMARK, LLC,

CIVIL DIVISION

NO: 04-1565-CD

Plaintiff,

vs.

LEWIS D. DIXON,  
Defendant(s),

WRIT OF EXECUTION

vs.

COUNTY NATIONAL BANK,  
Garnishee(s).

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD )

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs against LEWIS D. DIXON, Defendant(s):

- (1) You are directed to levy upon the property of the Defendant(s) to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the Defendant(s) not levied upon in possession of COUNTY NATIONAL BANK, as garnishee(s), and to notify said garnishee(s) that:
  - (a) an attachment has been issued;
  - (b) the garnishee is enjoined from paying any debt to or for the account of the Defendant(s) and from delivering any property of the Defendant(s) or otherwise disposing thereof;
- (3) If property of the Defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

(4) Judgment Amount \$ 13,602.46

Interest (\$2.24 per day from 10/8/04  
to 11/22/04):

\$ 100.62  
\$ 13,703.08

PLUS COSTS AND ACCRUING INTEREST

40.00 Prothonotary costs

CLEARFIELD COUNTY PROTHONOTARY

Date of Writ: 11/24/04

(Seal)

By: William L. H. [Signature]

Deputy

Received November 24, 2004 @ 3:00 P.M.  
Cristen A. Hawkins  
By Cynthia Butler-Caplan

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NO: 04-1565-CD

WELLS FARGO FINANCIAL LEASING, INC.,  
successor in interest to TELMARK, LLC, Plaintiff,  
vs.

LEWIS D. DIXON, Defendant(s),  
vs.

COUNTY NATIONAL BANK, Garnishee(s).

WRIT OF EXECUTION

Costs

40.00

Pro. Pd.

Judg. Fee

Cr.

Sat.

Owen W. Katz, Esq.  
Pa. I. D. # 36473  
Two Gateway Center, 15th Floor  
603 Stanwix Street  
Pittsburgh, PA 15222  
(412) 281-1015

William A. Shaw  
Prothonotary/Clerk of Courts

JUN 20 2005

FILED





**Staple**

**Staple**



04-1567-CD  
DONNA M. MCCORMICK VS. ALLAN B. GRAFFIUS

Donna McCormick vs Allan Graffius  
2004-1567-CD

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

DONNA M. MCCORMICK,

Plaintiff

vs.

ALLAN B. GRAFFIUS,

Defendant

No. 2004-1567-CD

TYPE OF CASE: CUSTODY

TYPE OF PLEADING: IN FORMA  
PAUPERIS

FILED ON BEHALF OF:  
Donna M. McCormick

By: Laura Robbins  
Laura Robbins, Esq.  
PA Supreme Court ID#: 90459  
MidPenn Legal Services  
2054 E. College Ave.  
State College, PA 16801  
(814) 238-4958 ext. 121  
FAX: (814) 238-9504

Child:

Kenneth Donald Graffius (DOB 06/08/1999)

Original  
to  
C/A

FILED

OCT 08 2004

013:30/1  
William A. Shaw

Prothonotary/Clerk of Courts

1 CENT to ATT

CR

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

DONNA M. MCCORMICK,

Plaintiff

vs.

ALLAN B. GRAFFIUS,

Defendant

No. 2004-1567-CJ

TYPE OF CASE: CUSTODY

TYPE OF PLEADING: IN FORMA  
PAUPERIS

FILED ON BEHALF OF:  
Donna M. McCormick

By:

Laura Robbins  
Laura Robbins, Esq.

PA Supreme Court ID#: 90459

MidPenn Legal Services

2054 E. College Ave.

State College, PA 16801

(814) 238-4958 ext. 121

FAX: (814) 238-9504

Child:

Kenneth Donald Graffius (DOB 06/08/1999)

FILED 

OCT 08 2004

013:30/1  
William A. Shaw

Prothonotary/Clerk of Courts

1 CENT to Att

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

Donna M. McCormick,

Plaintiff

vs.

Allan B. Graffius,

Defendant

No.:

PRAECIPE TO PROCEED IN FORMA PAUPERIS

TO THE PROTHONOTARY:

Kindly allow Plaintiff, Donna M. McCormick, to proceed in forma pauperis and waive the filing fees.

I, Laura Robbins, attorney for the party proceeding in forma pauperis, certify that I believe the party is unable to pay the costs and that I am providing free legal service to the party. The party's affidavit showing inability to pay the costs of litigation is attached hereto.

MIDPENN LEGAL SERVICES

By:



Laura Robbins  
Attorney for Plaintiff  
2054 E. College Avenue  
State College, Pa 16801  
(814) 238-4958  
FAX: (814) 238-9504

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

Donna M. McCormick,

Plaintiff

vs.

Allan B. Graffius,

Defendant

No.:

PETITION TO PROCEED IN FORMA PAUPERIS

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The Petition of Donna M. McCormick respectfully represents:

1. I am the Plaintiff in the above matter and because of my financial condition am unable to pay the fees and costs of prosecuting or defending the action or proceeding.

2. I am unable to obtain funds from anyone, including my family and associates, to pay the costs of litigation.

3. I represent that the information below relating to my ability to pay the fees and costs is true and correct:

(a) Name: Donna M. McCormick

Address: PO Box 443, Coalport, PA 16627

Soc. Sec. No.: 172-56-9071

(b) Employment: If you are presently employed, state

Employer: None

Address:

Salary or wages per month:

Type of work:

If you are presently unemployed, state

Date of last employment: May 2004

Salary or wages per month when previously employed: \$14.40/hr., 40  
hours per week

Type of work: Night Shift LPN

(c) Other income within the past twelve months

Business or profession: none

Other self-employment: None

Interest: None

Dividends: None

Pension and annuities: None

Social Security benefits: None

Support payments: \$200 monthly

Disability payments: None

Unemployment Compensation and supplemental benefits: None

Workman's Compensation: None

Public Assistance: None

Other: None

(d) Other contribution to household support (please circle) None

Name of Spouse, Boyfriend/girlfriend, or Roommate/housemate: Jennifer

Witherow - roommate

If employed, state

Employer: None

Salary or wages per month: None

Type of work: None

Contributions from children: None

Contributions from parents, family members or any other individuals:

Plaintiff's friend is allowing her to live at her place.

(e) Property owned:

Cash: None

Checking account: \$209.00 to be used for living expenses

Savings account: None

Certificates of Deposit: None

Real Estate (including home): None

Motor Vehicle: None

Cost:                      Amount owed:

Stocks; bonds:

Other: camper (dilapidated)

(f) Debts and obligations

Utilities: No utility expenses at the moment, because staying with a friend.

Groceries: None

Rent/Mortgage: None

Loans: Citifinancial loan \$200.00/month

Auto Expense: None

Child care: None



Miscellaneous: None

(g) Persons dependant upon you for support:

Spouse's Name:

Children, if any (names/ages)

Kenneth D. Graffius – age 5

Relationship: Plaintiff's Child

4. I understand that I have a continuing obligation to inform the court of improvement in my financial circumstances which would permit me to pay the costs incurred herein.

5. I verify that the statements made in this affidavit 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: 9-14-04

  
Donna M. McCormick, Plaintiff

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

DONNA M. MCCORMICK,

Plaintiff

vs.

ALLAN B. GRAFFIUS,

Defendant

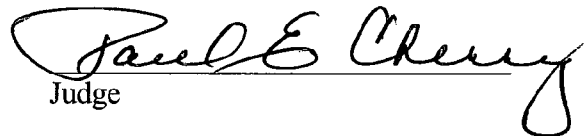
No.:

ORDER

AND NOW, this 11<sup>th</sup> day of October, 2004, upon  
consideration of the foregoing Affidavit in Support of Petition to Proceed In Forma  
Pauperis, it is the ORDER of this Court that said Petition is GRANTED/DENIED

If the Petition is GRANTED, Filing/Mediation Conference fee is hereby  
WAIVED.

By the Court

  
Judge

**FILED** <sup>EGK</sup>  
*O 207 157 2cc to Atty w/ letter*

OCT 11 2004

William A. Shaw  
Prothonotary

October 11,

IN RE: Petition to Proceed In Forma Pauperis

04-1567-CD

Donna M. McCormick  
PO Box 443  
Coalport, PA 16627

Dear Ms. McCormick,

Please be advised that your Petition to Proceed In Forma Pauperis in the above case has been denied by the Court.

You may proceed with this action by filing the enclosed complaint along with the filing fee of \$85.00 with this office. Please submit this letter with your payment and filing.

Sincerely,

William A. Shaw  
Prothonotary

Enclosures ( )

WAS/brh

CA

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

Donna M. McCormick,

Plaintiff

vs.

Allan B. Graffius,

Defendant

No.: 2004-1567-CD

Amended - PRAECIPE TO PROCEED IN FORMA PAUPERIS

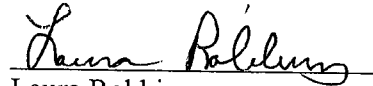
TO THE PROTHONOTARY:

Kindly allow Plaintiff, Donna M. McCormick, to proceed in forma pauperis and waive the filing fees.

I, Laura Robbins, attorney for the party proceeding in forma pauperis, certify that I believe the party is unable to pay the costs and that I am providing free legal service to the party. The party's affidavit showing inability to pay the costs of litigation is attached hereto.

MIDPENN LEGAL SERVICES

By:



Laura Robbins  
Attorney for Plaintiff  
2054 E. College Avenue  
State College, Pa 16801  
(814) 238-4958  
FAX: (814) 238-9504

FILED <sup>2cc</sup>  
OCT 20 2004  
11:53 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
Atty Robbins

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

Donna M. McCormick,

Plaintiff

vs.

Allan B. Graffius,

Defendant

No.: 2004-1567-CD

PETITION TO PROCEED IN FORMA PAUPERIS

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The Petition of Donna M. McCormick respectfully represents:

1. I am the Plaintiff in the above matter and because of my financial condition am unable to pay the fees and costs of prosecuting or defending the action or proceeding.
2. I am unable to obtain funds from anyone, including my family and associates, to pay the costs of litigation.
3. I represent that the information below relating to my ability to pay the fees and costs is true and correct:
  - (a) Name: Donna M. McCormick  
Address: PO Box 443, Coalport, PA 16627  
Soc. Sec. No.: 172-56-9071
  - (b) Employment: If you are presently employed, state

Employer: None. Plaintiff has been seeking employment since August 2004.

Address:

Salary or wages per month:

Type of work:

If you are presently unemployed, state

Date of last employment: May 2004

Salary or wages per month when previously employed: \$14.40/hr., 40 hours per week.

Type of work: Night Shift LPN

(c) Other income within the past twelve months

Business or profession: Licensed Practical Nurse

Other self-employment: None

Interest: None

Dividends: None

Pension and annuities: None

Social Security benefits: None

Support payments: \$200 monthly child support

Disability payments: None

Unemployment Compensation and supplemental benefits: None

Workman's Compensation: None

Public Assistance: None

Other: None

- (d) Other contribution to household support (please circle) Yes.

Name of Spouse, Boyfriend/girlfriend, or Roommate/housemate: Jennifer

Witherow, Plaintiff's roommate, is providing Plaintiff with housing and paying all utility bills.

If employed, state

Employer: Ms. Witherow is working in Cressan, Pennsylvania as a counselor. Plaintiff does not know how exactly how much Ms. Witherow makes at her job.

Salary or wages per month: Unknown

Type of work: Counselor

Contributions from children: None

Contributions from parents, family members or any other individuals: No

- (e) Property owned:

Cash: None

Checking account: \$74.00 to be used for living expenses.

Savings account: None

Certificates of Deposit: None

Real Estate (including home): None

Motor Vehicle: None      Model, Make/Year

Cost:      Amount owed:

Stocks; bonds: None

Other: None

- (f) Debts and obligations



Utilities: Plaintiff's roommate pays all utilities.

Groceries: \$50.00/week

Rent/Mortgage: None

Loans: None

Auto Expense: None

Child care: None

Miscellaneous: None

(g) Persons dependant upon you for support:

Spouse's Name:

Children, if any (names/ages)

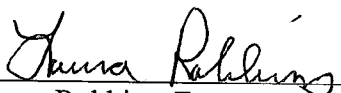
Kenneth D. Graffius – age 5

Plaintiff's minor child

4. I understand that I have a continuing obligation to inform the court of improvement in my financial circumstances which would permit me to pay the costs incurred herein.

5. I verify that the statements made in this affidavit 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: 10/19/2004

  
Laura Robbins, Esq., as attorney  
and agent for Donna M. McCormick,  
Plaintiff

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

Donna M. McCormick,

Plaintiff

vs.

No.: 2004-1567-CD

Allan B. Graffius,

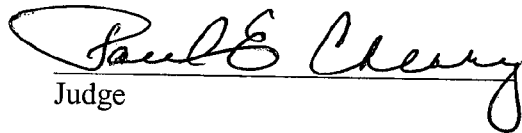
Defendant

ORDER

AND NOW, this 20<sup>th</sup> day of October, 2004, upon  
consideration of the foregoing Affidavit in Support of Petition to Proceed In Forma  
Pauperis, it is the ORDER of this Court that said Petition is GRANTED/DENIED

If the Petition is GRANTED, Filing/Mediation Conference fee is hereby  
WAIVED.

By the Court

  
Judge

FILED 2cc  
OCT 20 2004  
William A. Shaw  
Prothonotary, Clerk of Courts  
Amy Robbins

CP

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

DONNA M. MCCORMICK,

Plaintiff

vs.

ALLAN B. GRAFFIUS,

Defendant

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No. 04-1567-CD

TYPE OF CASE: CUSTODY

TYPE OF PLEADING: CUSTODY  
COMPLAINT

FILED ON BEHALF OF: Donna M.  
McCormick

By: Laura Robbins  
Laura Robbins, Esq.  
MidPenn Legal Services  
2054 E. College Ave.  
State College, PA 16801  
(814) 238-4958 ext. 121  
PA Supreme Court ID: 90459

Child:

Name (s)	Age	Date of Birth
Kenneth Donald Graffius	5	06/08/1999

FILED

3 cc

01/15/04  
OCT 20 2004

Blod  
By

William A. Shaw  
Prothonotary/Clerk of Courts

Atty Robbins

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

DONNA M. MCCORMICK,

Plaintiff

vs.

ALLAN B. GRAFFIUS,

Defendant

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CIVIL ACTION

NO. 04-1367- C.D.

**ORDER OF COURT**

You, Allan B. Graffius, the Defendant, have been sued in court to obtain custody, partial custody or visitation of the child: Kenneth Donald Graffius (DOB 06/08/1999).

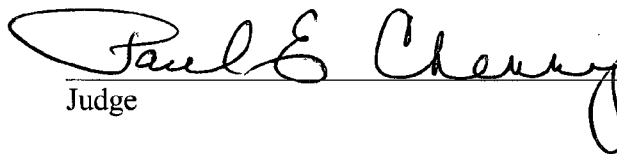
You are ordered to appear in person the 15 day of November, 2004 at 9:00 Am for a custody Conference. Please report to the Court Administrator's Office, Second Floor, Clearfield County Courthouse, Clearfield, Pennsylvania. You will be directed as to where the Conference will be held.

If you fail to appear as provided by this Order, an Order for custody, partial custody or visitation may be entered against you or the court may issue a warrant for your arrest.

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

Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, Pennsylvania 16830  
(814) 765-2641, extension 1300

By the Court,

  
Judge

10-21-04

**FILED**

09:29 AM 3000 by Robbins

OCT 22 2004

William A. Shaw  
Prothonotary

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

DONNA M. MCCORMICK,

Plaintiff

vs.

ALLAN B. GRAFFIUS,

Defendant

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\*

CIVIL DIVISION

NO. \_\_\_\_\_ C.D.

**COMPLAINT FOR CUSTODY**

1. The Plaintiff is Donna M. McCormick, residing at 5778 Irvona Rd., Curwensville, Clearfield County, Pennsylvania, 16833.
2. The Defendant is Allan B. Graffius, residing at 103 Park Ave., Ephrata, Lancaster County, Pennsylvania, 17522.
3. Plaintiff seeks custody of the following child:

CHILD'S NAME	PRESENT ADDRESS	AGE
Kenneth Donald Graffius	5778 Irvona Rd. Curwensville, PA 16833	5

The child was born out of wedlock.

The child is presently in the custody of Donna M. McCormick, residing at 5778 Irvona Rd., Curwensville, Pennsylvania, 16833.

During the past five (5) years, the child has resided with the following persons and at the following addresses:

PERSON'S NAME	ADDRESS	DATE
Donna McCormick	5778 Irvona Rd. Curwensville, PA 16833	May 2004 – present
Donna McCormick, Allan Graffius, Andrew Graffius and Cyrus Graffius	103 Park Ave. Ephrata, PA 17522	Sept. 2002 – May 2004
Donna McCormick, Allan Graffius, Andrew Graffius and Cyrus Graffius	11 E. Trout Run Rd. Ephrata, PA 17533	Sept. 2001 – Sept. 2002
Donna McCormick, Allan Graffius, Andrew Graffius, Cyrus Graffius, and Donald Graffius	61 Morning Glory Lane Manheim, PA 17545	2000 - 2001
Donna McCormick, Allan Graffius, Andrew Graffius, Cyrus Graffius, and Donald Graffius	172 Weidler Lane Lititz, PA 17543	1999 - 2000

The mother of the child is Donna M. McCormick, currently residing at 5778 Irvona Rd., Curwensville, Pennsylvania, 16833.

She is single.

The father of the child is Allan B. Graffius, currently residing at 103 Park Ave., Ephrata, Pennsylvania, 17522.

He is single.

4. The relationship of Plaintiff to the child is mother. The Plaintiff does not currently reside with anyone else besides her child.

5. The relationship of the Defendant to the child is father. The Defendant currently resides with:

PERSON'S NAME	PRESENT ADDRESS
Andrew Graffius, Cyrus Graffius, Janis Vaughn and Cody Vaughn	103 Park Ave. Ephrata, PA 17522

6. Plaintiff has not participated as a party or witness, or in another capacity, in other litigation concerning the custody of this minor child in this or another court.

Plaintiff has no information of a custody proceeding concerning the child pending in a court of this Commonwealth.

Plaintiff does not know of a person not a party to the proceedings who has physical custody of the child or claims to have custody or visitation rights with respect to the child.

7. The best interest and permanent welfare of the child will be served by granting the relief requested because:

A. Mother can provide the child with a physically and emotionally stable environment.

B. It is in the child's best interest and permanent welfare to live with mother.

8. Each parent whose parental rights to the child have not been terminated and the person who has physical custody of the child have been named as parties to this action.



WHEREFORE, Plaintiff requests this court to grant custody of the child to the Plaintiff.

Respectively Submitted,

8/10/04

Date

Laura Robbins

Laura Robbins, Esq.  
MidPenn Legal Services  
2054 E. College Ave.  
State College, PA 16801  
(814) 238-4958 ext. 121  
PA Supreme Court ID: 90459

### VERIFICATION

I verify that the statements made in this Affidavit are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Sec. 4904, relating to unsworn falsification to authorities.

9-14-04  
Date

Donna M. McCormick  
Donna M. McCormick, Plaintiff

## AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or businesses before the court. You must attend the scheduled conference or hearing.

Date: \_\_\_\_\_

\_\_\_\_\_  
District Court Administrator

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

DONNA M. MCCORMICK,

Plaintiff

vs.

ALLAN B. GRAFFIUS,

Defendant

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CIVIL ACTION

NO. 04 -1567- C.D.

**AMENDED ORDER OF COURT**

You, Allan B. Graffius, the Defendant, have been sued in court to obtain custody, partial custody or visitation of the child: Kenneth Donald Graffius (DOB 06-08-1999).

You are ordered to appear in person the 13 day of December, 2004 at 1:30 P.M. for a custody Conference. Please report to the Court Administrator's Office, Second Floor, Clearfield County Courthouse, Clearfield, Pennsylvania. You will be directed as to where the Conference will be held.

If you fail to appear as provided by this Order, an Order for custody, partial custody or visitation may be entered against you or the court may issue a warrant for your arrest.

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

Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, Pennsylvania 16830  
(814) 765-2641, extension 1300

By the Court,

Paul E. Cherry  
Judge

November 10, 2004

**FILED** *EGK*

*01:45 PM 11/10/04  
Robbins*

NOV 10 2004

William A. Shaw  
Prothonotary

CA

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

DONNA M. MCCORMICK,  
Plaintiff

vs.

ALLAN B. GRAFFIUS,  
Defendant

No. 04-1567-CD

**FILED** 3cc  
6x 01/19/05 3:30 PM Amy  
JAN 17 2005 L. Robbins  
William A. Shaw  
Prothonotary/Clerk of Courts

CONSENT ORDER

AND NOW, this 13<sup>th</sup> day of January, 2004, <sup>5</sup> following filing of Plaintiff's Custody Complaint, upon the agreement of the parties, the following Order is entered:

1. The mother, Donna M. McCormick, and father, Allan B. Graffius, shall share legal custody of the minor child, Kenneth Donald Graffius, born June 8, 1999.
2. The mother, Donna M. McCormick, shall have primary physical custody of the child.
3. The father, Allan B. Graffius, shall have periods of partial custody with the child, which shall be as follows:
  - A. Every Thanksgiving Break, which is to coincide with the child's public school schedule.
  - B. Every Christmas vacation from December 26<sup>th</sup> through January 1<sup>st</sup>.
  - C. Every other Easter weekend, with father having physical custody on all odd-numbered years. This Easter weekend schedule shall be arranged by both parties in advance.
  - D. Two two-week non-consecutive periods during the child's summer vacation. These two-week periods shall be requested by father at least two (2) weeks in advance of the planned two-week period. Such periods of partial physical custody shall not include the child's birthday.
  - E. Any other times as the parties can agree, with any agreement not to be unreasonably withheld.

4. Neither party shall transport the child during inclement weather. Inclement weather is defined as the presence of any storm watch or warning that has been issued by any local or national weather service for any county that either party must travel through in order to obtain custody of the minor child. If father misses any partial physical custody time due to inclement weather, he is entitled to make up that time during his next partial physical custody period with the child. Such make-up time shall not fall on Christmas Day.

5. Both parents shall have full access to all relevant medical, dental, psychological, educational and religious records of the child. Each parent may obtain such records directly from the provider without the other parent's consent. Parents shall provide each other with any records not easily obtainable by the other parent. Any school district in which the child attends school shall provide both parents identical information. The custodial parent shall provide to the non-custodial parent on a weekly basis, all school papers, projects, or other products of the child's development, so as to allow a sharing of those items as fully as possible.

6. Both parents shall use their best efforts to engage in joint decision-making with respect to the child. In the event the parents are unable to reach an agreement, they shall exchange written proposals, including their explanations of their positions, after which they shall meet and discuss their positions in person, if necessary. In the event they still cannot resolve their differences, the Court will, upon written request, schedule a hearing or conference.

7. In the event certain provisions in this custody Order are inconsistent, then the provisions set forth concerning specific holidays shall supersede other provisions.

8. In implementing the provisions of this order, both parents shall be flexible and act in the child's best interest. Both parents shall use their best efforts in presenting a united front to the child and in shielding the child from an awareness of his parents' discussions and differences. Both parents shall use their best efforts to insure that their spouses, significant others, extended families and household members cooperate in carrying out in the intent and spirit of this order.

9. Each party shall encourage the child in the exercise of the other parent's custody rights and shall have the child ready and properly clothed and fed at the

appropriate times. The parties shall endeavor to encourage and stimulate the child to maintain a positive and healthy relationship with the other and the other's family.

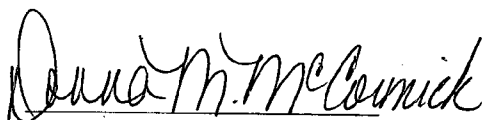
Each party shall cooperate in giving the other reasonable notice of their respective scheduling as it may affect visitation or non-visitation to facilitate each of the parties' individual planning and scheduling.


10. Both parents shall be notified of, and invited to, major events in the child's life, including, but not limited to, graduations, awards presentations, performances by the child, academic and athletic competitions in which the child participates, and similar extracurricular activities.


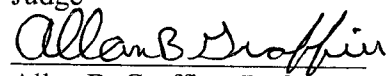
11. Each parent must notify the other of any changes of residential or work address or telephone number. During periods when the child will be away from home for more than an overnight period, the parent who has custody of the child shall notify the other parent of the travel and lodging plans, a method of contacting the child and the identity of the person with whom the child will be traveling or staying.

12. Neither parent shall consume illegal drugs or excessive amounts of alcohol nor be under the influence of illegal drugs or alcohol nor permit others to use illegal drugs or abuse alcohol in the presence of the child. Neither parent shall operate a vehicle transporting the child while the parent is under the influence of illegal drugs or alcohol. Both parents shall insure that the child uses appropriate seat belts when being transported in vehicles by that parent or by another person on that parent's behalf.

13. The parent who does not have custody shall be entitled to reasonable telephone contact with the child. Such contact shall not be monitored, or interrupted, by the custodial parent.

  
Donna M. McCormick, Plaintiff

  
Laura Robbins, Esq.  
Attorney for Plaintiff

BY THE COURT  
  
Judge  
  
Allan B. Graffius, Defendant