

04-1634-CD
THOMAS C. PETRAITIS vs. JERRY A. MILES, JR. ETAL.

Thomas Petraitis vs Jerry Miles et al
2004-1634-CD

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

THOMAS C. PETRAITIS,
Plaintiff

vs.

JERRY A. MILES, SR., an
individual, JERRY A. MILES,
JR., an individual, and TOP
OF THE LINE MOTORS, a
Partnership,
Defendants

No. 04 - ¹⁶³⁴ - CD

Type of Pleading:

COMPLAINT

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Nadeo, Esq.
Pa I.D. 06820

207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED ^{Atty. fee}
013:55 ^{85.00}
OCT 18 2004 3cc shff

William A. Shaw
Prothonotary/Clerk of Courts

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

THOMAS C. PETRAITIS,
Plaintiff

vs.

JERRY A. MILES, SR., an
individual, JERRY A. MILES,
JR., an individual, and TOP
OF THE LINE MOTORS, a
Partnership,
Defendants

*
*
*
*
*
*
*
*
*
*
*

No. 04 - - CD

NOTICE

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

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURT HOUSE
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641, ext. 5982

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

THOMAS C. PETRAITIS,
Plaintiff

vs.

JERRY A. MILES, SR., an
individual, JERRY A. MILES,
JR., an individual, and TOP
OF THE LINE MOTORS, a
Partnership,
Defendants

*
*
*
*
*
*
*
*
*

No. 04 - - CD

COMPLAINT

NOW COMES Plaintiff, THOMAS C. PETRAITIS, by and through his attorney,
James A. Naddeo, Esquire, and sets forth the following:

1. That Plaintiff is Thomas C. Petraitis who resides at 65 Bluejay Drive, DuBois,
Pennsylvania, 15801.

2. That Defendant, Jerry A. Miles, Sr., is a sui juris individual who resides in Coalport,
Pennsylvania.

3. That Defendant, Jerry A. Miles, Jr., is a sui juris individual who resides in Coalport,
Pennsylvania.

4. That Defendant, Top of the Line Motors, is a partnership which maintains its place of
business at 640 South Brady Street, DuBois, Pennsylvania 15801.

5. That at all times referred to herein, the individual Defendants were co-partners t/d/b/a
Top of the Line Motors.

COUNT I

6. That Plaintiff incorporates by reference paragraphs 1 through 5 as fully as if set forth here at length.

7. That on or about September 8, 2003, Plaintiff loaned to the Defendants individually and in their capacity as co-partners t/d/b/a Top of the Line Motors, the sum Twenty-seven Thousand, Five Hundred (\$27,500.00) Dollars as evidenced by a certain Promissory Note dated September 8, 2003, a copy of which is attached hereto as Exhibit "A".

8. That the Promissory Note attached hereto as Exhibit "A" was due and payable without interest on December 8, 2003.

9. That the individual Defendants have failed to make payment upon the Promissory Note attached hereto as Exhibit "A" when due on December 8, 2003.

10. That the partnership known as Top of the Line Motors has failed to make payment upon the Promissory Note attached hereto as Exhibit "A" when due on December 8, 2003.

11. That Plaintiff has made demand against the individual Defendants and against the partnership known as Top of the Line Motors for payment of the Promissory Note attached hereto as Exhibit "A", but said Defendants have failed and/or refused to make payment as demanded.

WHEREFORE, Plaintiff claims damages against Defendants in the amount of Twenty-seven Thousand, Five Hundred (\$27,500.00) Dollars with interest from December 8, 2003.

COUNT II

12. That Plaintiff incorporates by reference paragraphs 1 through 5 as fully as if set forth here at length.

13. That on or about September 8, 2003, Plaintiff loaned to the Defendants individually and in their capacity as co-partners t/d/b/a Top of the Line Motors the sum of Thirty-five Thousand (\$35,000.00) Dollars as evidenced by a certain Promissory Note dated September 8, 2003, a copy of which is attached hereto as Exhibit "B".

14. That the Promissory Note attached hereto as Exhibit "B" was due and payable without interest on September 8, 2004.

15. That the individual Defendants have failed to make payment upon the Promissory Note attached hereto as Exhibit "B" when due on September 8, 2004.

16. That the partnership known as Top of the Line Motors has failed to make payment upon the Promissory Note attached hereto as Exhibit "B" when due on September 8, 2004.

17. That Plaintiff has made demand against the individual Defendants and against the partnership known as Top of the Line Motors for payment of the Promissory Note attached hereto as Exhibit "B", but said Defendants have failed and/or refused to make payment as demanded.

WHEREFORE, Plaintiff claims damages against Defendants in the amount of Thirty-five Thousand (\$35,000.00) Dollars with interest from September 8, 2004.

COUNT III

12. That Plaintiff incorporates by reference paragraphs 1 through 5 as fully as if set forth here at length.

13. That on or about October 3, 2003, Plaintiff loaned to the Defendants individually and in their capacity as co-partners t/d/b/a Top of the Line Motors the sum of Thirty-three Thousand (\$33,000.00) Dollars as evidenced by a certain Promissory Note dated October 3, 2003, a copy of which is attached hereto as Exhibit "C".

14. That the Promissory Note attached hereto as Exhibit "C" was due and payable without interest on January 3, 2004.

15. That the individual Defendants have failed to make payment upon the Promissory Note attached hereto as Exhibit "C" when due on January 3, 2004.

16. That the partnership known as Top of the Line Motors has failed to make payment upon the Promissory Note attached hereto as Exhibit "C" when due on January 3, 2004.

17. That Plaintiff has made demand against the individual Defendants and against the partnership known as Top of the Line Motors for payment of the Promissory Note attached hereto as Exhibit "C", but said Defendants have failed and/o. refused to make payment as demanded.

WHEREFORE, Plaintiff claims damages against Defendants in the amount of Thirty-three Thousand (\$33,000.00) Dollars with interest from January 3, 2004.

COUNT IV

12. Plaintiff incorporates by reference paragraphs 1 through 5 as fully as if set forth here at length.

13. That on or about October 3, 2003, Plaintiff loaned to the Defendants individually and in their capacity as co-partners t/d/b/a Top of the Line Motors the sum of Forty-three Thousand, Two-Hundred (\$43,200.00) Dollars as evidenced by a certain Promissory Note dated October 3, 2003, a copy of which is attached hereto as Exhibit "D".

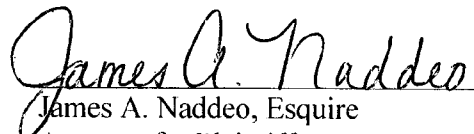
14. That the Promissory Note attached hereto as Exhibit "D" was due and payable without interest on October 3, 2004.

15. That the individual Defendants have failed to make payment upon the Promissory Note attached hereto as Exhibit "D" when due on October 3, 2004.

16. That the partnership known as Top of the Line Motors has failed to make payment upon the Promissory Note attached hereto as Exhibit "D" when due on October 3, 2004.

17. That Plaintiff has made demand against the individual Defendants and against the partnership known as Top of the Line Motors for payment of the Promissory Note attached hereto as Exhibit "D", but said Defendants have failed and/or refused to make payment as demanded.

WHEREFORE, Plaintiff claims damages against Defendants in the amount of Forty-three Thousand, Two-Hundred (\$43,200.00) Dollars with interest from October 3, 2004.


James A. Naddeo, Esquire
Attorney for Plaintiff

PROMISSORY NOTE

\$ 27,500.00

Dated: September 8, 2003

Principal Amount

State of PENNA.

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of THOMAS C. PETRAITIS, 101 HOSPITAL AVE, DUBOIS, PA. 15801, the sum of TWENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS and — 500 Dollars (\$ 27,500.00), 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 December 8, 2003

TIME DEPOSIT CERTIFICATE # 50033772 ON DEPOSIT AT C.S.B. BANK, DUBOIS, PA., WILL BE USED AS COLLATERAL FOR THIS LOAN

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.

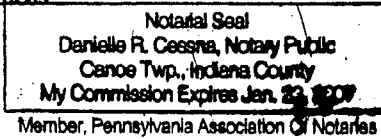
TOP OF THE LINE MOTORS

640 South Brady Street
DU BOIS, PENNSYLVANIA 15801

Signed in the presence of:

Danielle R. Cessna
Witness

Witness



Borrower

Borrower

GUARANTY

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

Witness

Guarantor

Guarantor

PROMISSORY NOTE

\$ 35,000.00

Dated: September 8, 2003 year)

Principal Amount

State of PENNA

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of THOMAS C. PETRAITE, 101 HOSPITAL AVE, DuBois, PA. 15801, the sum of THIRTY FIVE THOUSAND DOLLARS AND 00/100 Dollars (\$ 35,000.00), together with interest thereon at the rate of 0 % per annum on the unpaid balance. Said sum shall be paid in the manner following: SEPTEMBER 8, 2004

TIME DEPOSIT CERTIFICATE # 50033772 ON DEPOSIT AT C.S.B. BANK, DuBois, PA., will be used as collateral for this loan

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"

Page 1

Rev. 03/01

© 1992-2001 E-Z Legal Forms, Inc.

This product does not constitute the rendering of legal advice or services. This product is intended for informational use only and is not a substitute for legal advice. State laws vary, so consult an attorney on all legal matters. This product was not necessarily prepared by a person licensed to practice law in your state.

TOP OF THE LINE MOTORS

640 South Brady Street
DU BOIS, PENNSYLVANIA 15801

Signed in the presence of:

Witness

Witness

Borrower

Borrower

GUARANTY

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

Witness

Guarantor

Guarantor

LF293-04
R293-04

PROMISSORY NOTE

\$ 33,000.00

Dated: October 3

2003

Principal Amount

State of Penna

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of THOMAS C. PETRAKIS, 101 HOSPITAL AVE, DUNBOIS, PA 15801 the sum of Thirty Three Thousand Dollars and 00/100 Dollars (\$33,000.00), together with interest thereon at the rate of 0% per annum on the unpaid balance. Said sum shall be paid in the manner following: ONE JANUARY 3RD, 2004

TIME DEPOSIT CERTIFICATE # 50033772 ON DEPOSIT AT C.S.B. BANK, DUNBOIS PA, WILL BE USED AS COLLATERAL FOR THIS LOAN

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.

640 South Brady Street
DU BOIS, PENNSYLVANIA 15801

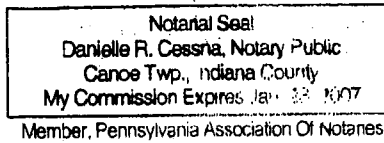
Signed in the presence of:

Witness

Witness

Borrower

Borrower



GUARANTY

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

\$ 43,200.00

Dated: October 3

, 2003 year)

Principal Amount

State of Penna

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of Thomas C. Petraitis, 101 Hospital Ave, Ambler, PA 15801, the sum of Forty Three Thousand Two Hundred Dollars — 43 Dollars (\$ 43,200.00), 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: October 3, 2004

Time Deposit Certificate # 50033772 on deposit at C.S.B. Bank Ambler, PA 15801, will be used as collateral for this loan

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.

TOP OF THE LINE MOTORS
640 South Brady Street
DU BOIS, PENNSYLVANIA 15801

Signed in the presence of:

Witness

Borrower

Witness

Borrower

GUARANTY

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

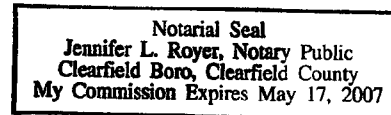
COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared Thomas C. Petraitis, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

Thomas C Petraitis
Thomas C. Petraitis

SWORN and SUBSCRIBED before me this 15th day of October, 2004.

Jennifer L. Roger



J
CLEARFIELD, PENNSYLVANIA 16830
P.O. BOX 552
ATTORNEY AT LAW

JAMES A. NADDEO

Lap over margin

OCT 18 2004

PROBATE CLERK OF COURTS

In The Court of Common Pleas of Clearfield County, Pennsylvania

PETRAITIS, THOMAS C.

VS.

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

COMPLAINT

Sheriff Docket #

16483

04-1634-CD

SHERIFF RETURNS

NOW OCTOBER 22, 2004 AT 12:30 PM SERVED THE WITHIN COMPLAINT ON TOP OF THE LINE MOTORS, DEFENDANT AT EMPLOYMENT, 640 S. BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JERRY MILES SR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET/DEHAVEN

NOW OCTOBER 22, 2004 AT 12:35 PM SERVED THE WITHIN COMPLAINT ON JERRY A. MILES, SR., DEFENDANT AT EMPLOYMENT, TOP OF THE LINE MOTOR, 640 S. BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JERRY MILES SR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET/DEHAVEN

NOW OCTOBER 22, 2004 AT 12:35 PM SERVED THE WITHIN COMPLAINT ON JERRY A. MILES, JR., DEFENDANT AT EMPLOYMENT, TOP OF THE LINE MOTOR, 640 S. BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JERRY MILES JR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

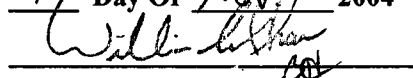
SERVED BY: COUDRIET/DEHAVEN

Return Costs

Cost	Description
44.62	SHERIFF HAWKINS PAID BY: ATTY CK# 16620
30.00	SURCHARGE PAID BY: ATTY CK# 16621

Sworn to Before Me This

4th Day Of Nov 2004



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

So Answers,



Chester A. Hawkins
Sheriff

FILED ^{EBK}

01/21/4961
NOV 04 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

THOMAS C. PETRAITIS,
Plaintiff

vs.

JERRY A. MILES, SR., an
individual, JERRY A. MILES,
JR., an individual, and TOP
OF THE LINE MOTORS, a
Partnership,
Defendants

No. 04 - 1634 - CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

EGK FILED NO CC
01/3/39/04
NOV 19 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

THOMAS C. PETRAITIS,
Plaintiff

vs.

JERRY A. MILES, SR., an
individual, JERRY A. MILES,
JR., an individual, and TOP
OF THE LINE MOTORS, a
Partnership,
Defendants

*
*
*
*
*
*
*
*
*

No. 04 - 1634 - CD

CERTIFICATE OF SERVICE

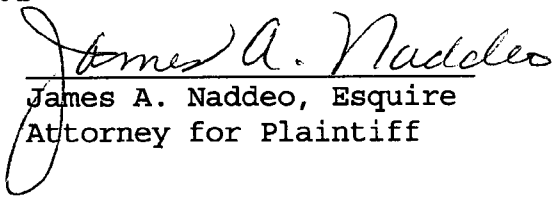
I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Default filed in the above-captioned action was served on the following persons and in the following manner on the 19th day of November, 2004:

First-Class Mail, Postage Prepaid

Jerry A. Miles, Sr.
640 South Brady St.
DuBois, PA 15801

Jerry A. Miles, Jr.
640 South Brady St.
DuBois, PA 15801

Top of the Line Motors
640 South Brady Street
DuBois, PA 15801


James A. Naddeo, Esquire
Attorney for Plaintiff

JAMES A. NADDEO
ATTORNEY AT LAW
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

Lap over margin

FILED

NOV 19 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

THOMAS C. PETRAITIS,
Plaintiff,

v.

JERRY A. MILES, SR., an
individual, JERRY A. MILES,
JR., an individual, and TOP
OF THE LINE MOTORS, a
Partnership,
Defendants.

No. 04 - 1634 - CD

Type of Pleading:

**PRAECIPE FOR ENTRY OF
DEFAULT JUDGMENT**

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

Naddeo & Lewis, LLC
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED Att. pd. 20.00
10/3/4/5/6/7
JUL 02 2007 ICC Notice
to Def.

William A. Shaw
Prothonotary/Clerk of Courts

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

THOMAS C. PETRAITIS,
Plaintiff,

vs.

JERRY A. MILES, SR., an
individual, JERRY A. MILES,
JR., an individual, and TOP
OF THE LINE MOTORS, a
Partnership,
Defendants.

No. 04 - 1634 - CD

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

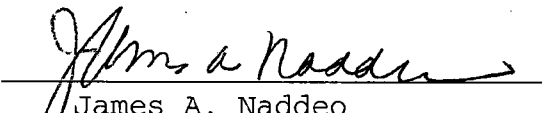
TO THE PROTHONOTARY:

Please enter judgment of default in favor of Plaintiff, Thomas C. Petraitis, and against Defendants, Jerry A. Miles, Sr., Jerry A. Miles, Jr., and Top of the Line Motors for their failure to plead to the Complaint in this action within the required time. The Complaint contains a Notice to Defend within twenty (20) days from the date of service thereof. Defendants, Jerry A. Miles, Sr., Jerry A. Miles, Jr., and Top of the Line Motors were served with the Complaint on October 22, 2004. Their answers were due to be filed on November 12, 2004.

Attached as Exhibit "A" are copies of Plaintiff's written Notices of Intention to File Praecipe for Entry of Default Judgment as well as a copy of Certificate of Service marked Exhibit "B" showing the date of service of the Notices which I certify were mailed by regular mail to the Defendants on

November 19, 2004, which is at least ten days prior to the
filing of this Praecipe.

Naddeo & Lewis, LLC

By: 
James A. Naddeo
Attorney for Plaintiff

11/19/04

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

THOMAS C. PETRAITIS,
Plaintiff

vs.

JERRY A. MILES, SR., an
individual, JERRY A. MILES,
JR., an individual, and TOP
OF THE LINE MOTORS, a
Partnership,
Defendants

No. 04 - 1634 - CD


To: Jerry A. Miles, Sr.

Date of Notice: November 19, 2004

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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 Court House
Market and Second Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 5988


James A. Naddeo, Esquire
207 East Market Street
Clearfield, PA 16830
(814) 765-1601

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

THOMAS C. PETRAITIS,
Plaintiff

vs.

JERRY A. MILES, SR., an
individual, JERRY A. MILES,
JR., an individual, and TOP
OF THE LINE MOTORS, a
Partnership,
Defendants

No. 04 - 1634 - CD


To: Jerry A. Miles, Jr.

Date of Notice: November 19, 2004

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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 Court House
Market and Second Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 5988


James A. Naddeo, Esquire
207 East Market Street
Clearfield, PA 16830
(814) 765-1601

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

THOMAS C. PETRAITIS,
Plaintiff

vs.

JERRY A. MILES, SR., an
individual, JERRY A. MILES,
JR., an individual, and TOP
OF THE LINE MOTORS, a
Partnership,
Defendants

No. 04 - 1634 - CD

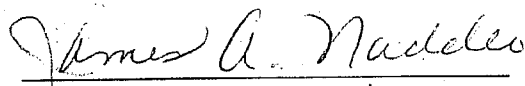
To: Top of the Line Motors

Date of Notice: November 19, 2004

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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 Court House
Market and Second Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 5988


James A. Naddeo, Esquire
207 East Market Street
Clearfield, PA 16830
(814) 765-1601

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

THOMAS C. PETRAITIS,
Plaintiff

vs.

JERRY A. MILES, SR., an
individual, JERRY A. MILES,
JR., an individual, and TOP
OF THE LINE MOTORS, a
Partnership,
Defendants

No. 04 - 1634 - CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

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

THOMAS C. PETRAITIS,
Plaintiff

vs.

JERRY A. MILES, SR., an
individual, JERRY A. MILES,
JR., an individual, and TOP
OF THE LINE MOTORS, a
Partnership,
Defendants

No. 04 - 1634 - CD

CERTIFICATE OF SERVICE

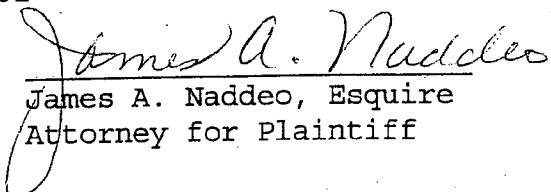
I, James A. Naddeo, Esquire, do hereby certify that a
true and correct copy of Notice of Default filed in the above-
captioned action was served on the following persons and in the
following manner on the 19th day of November, 2004:

First-Class Mail, Postage Prepaid

Jerry A. Miles, Sr.
640 South Brady St.
DuBois, PA 15801

Jerry A. Miles, Jr.
640 South Brady St.
DuBois, PA 15801

Top of the Line Motors
640 South Brady Street
DuBois, PA 15801


James A. Naddeo, Esquire
Attorney for Plaintiff

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

THOMAS C. PETRAITIS,
Plaintiff

vs.

JERRY A. MILES, SR., an
individual, JERRY A. MILES,
JR., an individual, and TOP
OF THE LINE MOTORS, a
Partnership,
Defendants

No. 04 - 1634 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Praecipe for Entry of Default Judgment filed in the above-captioned action was served on the following persons and in the following manner on the 2nd day of July, 2007:

First-Class Mail, Postage Prepaid

Jerry A. Miles, Sr.
640 South Brady St.
DuBois, PA 15801

Jerry A. Miles, Jr.
640 South Brady St.
DuBois, PA 15801

Top of the Line Motors
640 South Brady Street
DuBois, PA 15801

James A. Naddeo
James A. Naddeo, Esquire
Attorney for Plaintiff

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Thomas C. Petraitis

Vs.

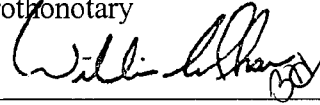
No. 2004-01634-CD

Jerry Andrew Miles Sr.,
Jerry Andrew Miles Jr.,
Top of the Line Motors, Inc.

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you on July 2, 2007.

William A. Shaw
Prothonotary

A handwritten signature in black ink, appearing to read 'William A. Shaw', is written over a horizontal line.

William A. Shaw

COPY