

05-76-CD
Jody Miller vs. Scott Shilala et al

Jody Miller v. Scott Shilala et al
2005-076-CD

Midland
DAVID DETHORKE
238-4958
XT 1129

DuBois Manor
Motel 525
Liberty ~~Ave~~
Blvd.
Apt 4646 DuBois
Lives w/ "Mike"

Defendant's telephone.

583-5374

Date: 05/10/2005

Clearfield County Court of Common Pleas

User: CROWLES

Time: 02:58 PM

ROA Report

Page 1 of 2

Case: 2005-00076-CD

Current Judge: Fredric Joseph Ammerman

Jody L. Miller vs. Scott Shilala, Kelly Shilala

Equity

Date		Judge
01/14/2005	New Case Filed.	No Judge
01/17/2005	Petition to Proceed in Forma Pauperis filed by Plff. 2 CC to Atty. Robbins Order AND NOW, this 14th day of January, 2005, upon consideration of the Petition of Plaintiff to Proceed In Forma Pauperis, it is hereby ORDERED and DECREED that Jody L. Miller may file the Complaint in Equity in forma pauperis and proceed to the termination of proceedings without payment of filing fees or costs. S/FJA 2 CC to Atty. Robbins Filing: Civil Complaint Paid by: Robbins, Laura Esq (attorney for Miller, Jody L.) Receipt number: 1893914 Dated: 01/17/2005 Amount: \$0.00 (Cash) 3 CC to Atty. Robbins. AND NOW, this 14th day of Jan. 2005, upon consideration of the within Motion for Preliminary Injunction and Complaint in Equity, the Court hereby orders as follows: 1. It is ordered that the above-named Defendants show cause before this Court on the 20th day of Jan. 2005, at 2PM in Courtroom 1 of Clfd. Co. Courthouse, Clfd. PA, 16830, why an Injunction should not issue during the pendency of this action according to the prayer in Plff's. Complaint. 2. The Plff. is permitted to proceed in this action without payment of fees or costs that may be involved. 3. The Defendants, and their agents or representatives are ordered and directed to allow the Plff to enjoy her apartment located at 205 E. Park Ave. Apt. A, DuBois, PA 15801, including use of all utilities associated with said apartment. 5. The Defendants and their agents or representatives are ordered and directed to refrain from undertaking any self-help measures to obtain possession of Plff's. apartment. This includes but is not limited to shutting off any utilities, locking plff out of her apartment or removing any of Plff's personal belongings from the apartment at issue. 6. Bond is set at \$1.00. 7. The sheriff of Clfd. Co. is requested to promptly serve a copy of this Order upon the Defendants. 8. The Shff. of Clfd. Co. the PSP and any local law enforcement agency are requested to assist the plffs with enforcement of this order if needed. S/FJA 3 CC to Atty. Robbins	Fredric Joseph Ammerman
01/19/2005	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	Fredric Joseph Ammerman
01/25/2005	Order, NOW, this 20th day of Jan., 2005, this being the date set for hearing on the Preliminary Injunction that was entered by this Court's Order of Jan. 14, 2005; with both parties being present and Plaintiff represented by counsel from mid-Penn Legal Services, it is the ORDER of this Court as follows: (see original) BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 2CC Atty Robbins; 1CC S. Shilala; 1CC K. Shilala	Fredric Joseph Ammerman
04/01/2005	Petition, filed by s/ Scott Shilala, Pro Se. 3CC C/A, filed and forwarded per Judge Ammerman Order, NOW, this 1st day of April, 2005, the Court having received a Petition from Scott Shilala proceeding pro se, which in essence the Court interprets as a request to find the Plaintiff in Contempt for failing to comply with the payment provisions of this Court's Order of Jan. 20, 2005, a hearing is scheduled for April 29, 2005 at 10:00 a.m. in Courtroom No. 1. BY THE COURT: /s/ Fredric J. Ammerman, Judge. 3CC to C/A, Ordered to serve.	Fredric Joseph Ammerman
04/13/2005	Petition to Withdraw Appearance, filed by Atty. DeThorne 3 cert. to Atty.	Fredric Joseph Ammerman

Date: 05/10/2005

Time: 02:58 PM

Page 2 of 2

Clearfield County Court of Common Pleas

ROA Report

Case: 2005-00076-CD

User: CROWLES

Current Judge: Fredric Joseph Ammerman

Jody L. Miller vs. Scott Shilala, Kelly Shilala

Equity

Date		Judge
04/15/2005	Order, NOW, this 14th day of April, 2005, upon consideration of the Petition to Withdraw appearance on behalf of Jody L. Miller, rule returnable for written response on May 4, 2005. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 3CC Atty DeThorne	Fredric Joseph Ammerman
05/03/2005	Order, NOW, this 29th day of April, 2005, this being the date set for hearing relative the failure of the Plaintiff to pay the remaining amount due to the Defendants of \$88.00, it is the Order of the Court that the Plaintiff shall have no more than 20 days from this date in which to pay the said amount or Bench Warrant shall be issued. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 2CC Atty Robbins, 1CC Atty DeThorne (per Judge Ammerman), 1CC Defs.	Fredric Joseph Ammerman
05/09/2005	Order, NOW, this 6th day of May, 2005, upon review of the Petition to Withdraw Appearance of David L. DeThorne, Esquire and MidPenn Legal Services, it is the Order of this Court that said Petition is DENIED. Failure of Attorney DeThorne to appear before the Court when scheduled for future hearings will result in a Bench Warrant for his arrest. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 1CC Atty: L. Robbins, D. DeThorne. 1CC Defs.	Fredric Joseph Ammerman

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA - EQUITY

JODY L. MILLER,
Plaintiff

v.

SCOTT SHILALA and
KELLY SHILALA,
Defendants

: No. 05-76-CD
: Type of Case: Equity
: Type of Pleading: IFP
: Petition
: Filed on Behalf of:
: Jody L. Miller

BY: Laura Robbins
Laura Robbins, Esq.
Attorney for Plaintiff
MidPenn Legal Services
2054 E. College Ave.
State College, PA 16801
(814) 238-4958 ext. 1121

FILED *dc*
01/14/00 *sol* *Atty*
JAN 14 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

JODY L. MILLER, :
Plaintiff, :
v. : No. 2004-
: :
SCOTT SHILALA and :
KELLY SHILALA, :
Defendants, : IN EQUITY

PRAECIPE TO PROCEED IN FORMA PAUPERIS

TO THE PROTHONOTARY:

Kindly allow Plaintiff, Jody L. Miller, to proceed in forma pauperis.

I, Laura Robbins, Esq., 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, INC.

By: Laura Robbins
Laura Robbins, Esq.
Attorney for Plaintiff
2054 East College Avenue
State College, PA 16801
(814) 238-4958, ext. 121

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA - EQUITY

JODY L. MILLER, :
Plaintiff, :
: No.
v. :
: SCOTT SHILALA and :
KELLY SHILALA, :
Defendants :
:

PETITION TO PROCEED IN FORMA PAUPERIS

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The Petition of Jody L. Miller 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: Jody L. Miller

Address: 205 E. Park Ave., Apt. A, DuBois, Pennsylvania, 15801

Soc. Sec. No.: 209-54-8488

(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: August 2003

Salary or wages per month: 12 hours week, 6.00 hr gross

Type of work: Cleaning Lady

(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: \$24.91/month child support

Disability payments: None

Unemployment compensation and supplemental benefits: None

Workman's compensation: None

Public assistance: \$388.00/month foodstamps

Other: None

(d) Other contributions to household support(please circle)

Name of Spouse, Boyfriend/girlfriend, or Roommate/housemate: Plaintiff's boyfriend, Ryan London, contributes to household support and also lives with Plaintiff.

If employed, state

Employer: Prontock Beer Distributor

Salary or wages per month: \$1204.00/month gross

Type of work: Laborer

Contributions from children: None

Contributions from parents, family members or

any other individuals: None

(e) Property owned

Cash: None

Checking account: None

Savings account: None

Certificates of deposit: None

Real estate (including home): None

Motor vehicle: None

Stocks; bonds: None

Other: None

(f) Debts and obligations

Utilities:

Electric: \$65.00/month

Gas: \$103.00/month

Water: \$50.00/month

Telephone: \$50.00/month

Trash: \$16.00/month

Groceries: Covered by food stamps

Rent/Mortgage: \$325.00/month

Loans: None

Auto expense: None

Child care: None

Miscellaneous: None

(g) Persons dependent upon you for support

Children, if any (names/ages):

Casey Miller (DOB 09/05/1993)

Madison Clark (DOB 03/19/2004)

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: 1-14-05

Jody L. Miller
Jody L. Miller, Plaintiff

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

JODY L. MILLER,
Plaintiff,

v.

SCOTT SHILALA and
KELLY SHILALA,
Defendants,

05-76-CD

No. 2004-

IN EQUITY

ORDER

AND NOW, this 14th day of January, 2005, upon consideration of the Petition
of Plaintiff to Proceed In Forma Pauperis, it is hereby

ORDERED and DECREED that Jody L. Miller, Plaintiff, may file the Complaint in
Equity in forma pauperis and proceed to the termination of proceedings without
payment of filing fees or costs.

Jud Cawley

Prothonotary Judge

FILED *acc*
01/14/05 AM Atty
JAN 14 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

JODY L. MILLER,
Plaintiff,
v.
SCOTT SHILALA and
KELLY SHILALA,
Defendants,

No. 05-76-CJ

Type of Case: Equity

Type of Pleading: Complaint in
Equity and Motion for Preliminary
Injunction

Filed on Behalf of: Jody L. Miller

By: Laura Robbins
Laura Robbins, Esq.
Attorney for Plaintiff
MidPenn Legal Services
2054 E. College Ave.
State College, PA 16801
(814) 238-4958 ext. 1121

FILED 3
1/4/05 B/N
JAN 14 2005
Atty Robbins

William A. Shaw
Prothonotary/Clerk of Courts

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

JODY L. MILLER,
Plaintiff,
v.
SCOTT SHILALA and
KELLY SHILALA,
Defendants, : No.
IN EQUITY

COMPLAINT IN EQUITY AND MOTION FOR
PRELIMINARY INJUNCTION

AND NOW, comes Jody L. Miller, by her attorney, Laura Robbins, Esq. and
MIDPENN LEGAL SERVICES, INC., and files this Complaint In Equity and Motion for
Preliminary Injunction and in support thereof represents that:

1. Plaintiff is Jody L. Miller, an adult individual, who resides at 205 E. Park Ave., Apt. A, DuBois, Clearfield County, Pennsylvania, 15801.
2. Defendants are Scott Shilala and Kelly Shilala, both adult individuals, who currently reside at 1602 Salem Rd., DuBois, Clearfield County, Pennsylvania, 15801.
3. On October 1, 2003, Plaintiff and her boyfriend, Ryan London, began to rent a three-bedroom apartment from the Defendants under a written one-year lease agreement which was renewed for a second one-year period in October 2004. Said lease agreement is attached to this petition as "Exhibit A".
4. In September 2004, Plaintiff's boyfriend, Ryan London, requested that the Defendants fix a broken heater and refrigerator in their apartment.
5. Beginning in September 2004, Mr. London also asked for rent receipts from the Defendants, which the Defendants refused to give.

6. Also in September 2004, Plaintiff discovered that she was pregnant with twins, and due to deformities in one of the twins, received doctors' orders to refrain from seeking any employment until after she gives birth. Plaintiff is now approximately 26 weeks' pregnant.

7. In November 2004, while Plaintiff was still current on her rent, Defendants changed the locks on Plaintiff's apartment and since then have not given Plaintiff a key to her own apartment, forcing her to live in an unlocked apartment until the present time.

8. Plaintiff and her boyfriend have made every effort to pay their rent in a timely manner surviving on only Mr. London's income, but began to have difficulties making rent payments in December 2004.

9. Plaintiff tried to work things out with the Defendants by calling the Salvation Army in January 2005 for assistance with their rent. However, the Salvation Army was unable to help them.

10. On January 13, 2005, Defendant Kelly Shilala called Plaintiff and told her that she and co-Defendant Scott Shilala would be throwing her, Ryan London, and Plaintiff's two minor children out of the apartment on either January 15th, 2005 or January 16th, 2005. Ms. Shilala also told Plaintiff they would remove all of Plaintiff's personal belongings from the apartment.

11. Plaintiff's attorney called Defendants on January 13, 2005 in an attempt to resolve the situation without resorting to legal action.

12. During the above-mentioned telephone call, Defendant Kelly Shilala told Plaintiff's attorney that they had followed all required legal procedures to forcibly remove

Plaintiff from the apartment, and also stated that the Plaintiff had been evicted through the District Magistrate located in DuBois, Pennsylvania.

13. On the contrary, the office of District Magistrate Pat Ford in DuBois, Pennsylvania, has no record of any landlord/tenant action filed by either Defendant against Plaintiff or her boyfriend, Ryan London.

14. Plaintiff has also never received a formal complaint from any District Magistrate filed by either Defendant with regards to this landlord/tenant dispute, nor for any other matter.

15. The actions of the Defendants represent an unlawful restraint of Plaintiff's property rights.

16. The Plaintiff is without any alternative residence of her own and has no adequate remedy at law.

17. If not enjoined, the conduct of the Defendants will continue to cause irreparable harm to the Plaintiff.

18. The Plaintiff is unable to pay for filing fees, court costs, or the posting of a more than a nominal bond in this proceeding due to indigency.

WHEREFORE, the Plaintiff respectfully prays for the following relief:

a. That an ex-parte injunction be issued against the Defendants, enjoining the Defendants from interfering with the Plaintiff's right to enjoy access to her apartment and all utilities which are necessary in the enjoyment of such property;

b. Ordering the Defendants to provide Plaintiff with an operable key to her apartment;

- c. Ordering the Defendants to restrain themselves from performing any self-help actions against the Plaintiff;
- d. Permitting the filing and service of this Complaint without payment of costs or filing fees;
- e. Setting a nominal bond of \$1.00; and
- f. Such other equitable relief deemed appropriate by the Court.

Respectfully Submitted:

MIDPENN LEGAL SERVICES, INC.

BY: Laura Robbins

Laura Robbins, Esq.
MidPenn Legal Services
2054 East College Avenue
State College, PA 16801
814 238-4958, ext. 121
PA Supreme Court Attorney ID #90459

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

Jody L. Miller
Jody L. Miller, Plaintiff

Residential Lease Agreement

This agreement, made this 23rd day of Sept., 2004 by and between Scott and Kelly Shilala, hereinafter called "Management", and Ryan London & Jody Miller hereinafter called "Resident". Management hereby agrees to rent Resident real property located in the City of DuBois, County of Clearfield, state of Pennsylvania, described as follows:

205 E. Park Ave Apt A commencing on the 1st day of October, 2004, and monthly thereafter until the 30th Day of September, 2005, at which time this agreement is terminated. Management rents the desired premises to Resident on the following terms and conditions:

1. Rent

Resident agrees to pay Management, as base rent, the sum of \$ 360.00 per month, due and payable monthly in advance on the first day of the month during the term of this agreement.

2. Payment of Rent

The initial payment of rent and security deposit under the terms of this agreement must be made in cash. Thereafter, monthly rent payments may be paid by check until the first is dishonored and returned unpaid.

Time is of the essence and NO EXCUSES will be accepted. Rent shall be made payable to Kelly J. Shilala and delivered to Management at RD 4 Box 464 DuBois, PA 15801. Any rents lost in the mail will be treated as if unpaid until received by management.

3. Appliances

The above rental payment specifically excludes all appliances of any kind. Such appliances as are in the property are there solely at the convenience of the Management, who ASSUME NO RESPONSIBILITY FOR THEIR OPERATION. Any appliances that are on said property are offered in good working condition. They may be used by Resident if they choose, at their discretion. Resident is responsible to leave appliances at lease's end in the same good working condition as they were received.

4. Rent Discount

Time is of the essence of this agreement. If rent is accepted IN FULL before the close of the business day, on the fifth of each month the rate will be \$ 325.00. Any returned check will be considered as unpaid and not subject to discount.

5. Bad Check Service Charge

In the event Resident's check is dishonored and returned unpaid for any reason to Management, Resident agrees to pay as additional rent the sum of \$25.00. If for any reason a check is returned or dishonored, all future rental payments will be cash or money order.

6. Eviction

If the rent has not been paid by the fifteenth of the month, This lease will be immediately terminated, and considered unfulfilled. Resident, in signing this lease agreement agrees to the following terms of eviction:

It is understood that by the 16th day of the same month rent is unpaid, Residents' property will be immediately removed from the residence, and stored at Resident's expense for 15 days, after which time all property will be disposed of if left unclaimed (if not removed by resident prior). Resident specifically agrees that management, his assignees, or heirs will be held harmless against any claims arising from this action.

It is also agreed that failure of Resident to vacate said property will constitute criminal trespass, and they will be immediately reported to the proper authorities, and prosecuted. It is agreed that if the storage action is invoked, Resident will not regain possession of stored property until they have paid to Management the following costs associated with storage of said property at the following fee structure:

\$25.00 an hour for packing of items, \$35.00 for each truckload of items hauled to storage facility, \$150 for storage rental.

It is further agreed that all items will be disposed of by management 15 days after storage process has begun.

It is also agreed that Management, their assignees, or heirs will be held harmless for any damage caused to items being moved.

It is further agreed that this if this action is envoked, it will indicate Resident's failure to comply with Lease provisions set forth in this agreement, and penalties will include immediate forfeiture of any security/indemnity deposits made, as well as possible legal action to retrieve any rent monies owed for the term of the lease.

Resident agrees that this section does not exclude their liability for cleaning, utilities, or any damages incurred at the property.

Upon signing of this Lease Agreement, Resident agrees that these terms are completely and fully understood, and these terms have been explained to Resident's complete satisfaction.

7. Pets

There shall be no pets allowed on rental premises under any circumstances unless prior written approval of Management has been obtained, and Pet Deposits paid.

8. Liquid Filled Furniture

Resident agrees not to keep any liquid filled furniture in this dwelling without first obtaining Management's written permission.

9. Noise

Resident shall refrain from engaging in any activity which produces noise audible outside the leased premises and disturbs the quiet enjoyment of the premises.

10. Legal Obligations / Attorney's Cost

The Resident hereby authorizes any attorney or any court of record, as often as default may be made in the payment of any rentals reserved herein or other moneys payable by the Resident to Management, to appear for the Resident and to confess judgements

against him for such sums of money with an attorney's suit, hereby waiving stay of execution and the notice of any sale of real personal property and the exemption of personal property from levy and sale of execution.

11. Indemnification Deposit

Management acknowledges receipt of \$ 310.00 as a deposit to indemnify owners against damage to the property and for Resident's fulfillment of conditions of this agreement. Deposit will be returned to Resident, less a \$100 carpet cleaning charge (unless Resident cleans carpet), thirty days after the residence is vacated if:

- a. Lease Term has expired or agreement has been terminated by both parties; and
 - b. All moneys due Management by Resident have been paid; and
 - c. Residence is not damaged and is left in it's original condition, excepting normal wear; and
 - d. Management is in receipt of copies of final utility bills that may be assessed him.
 - e. Deposit will NOT BE RETURNED IF LEASE TIME IS NOT COMPLETED.
- Deposit may be applied by Management to satisfy all or part of the Resident's obligations and such act shall not prevent Management from claiming damages in excess of the deposit. Resident MAY NOT APPLY DEPOSIT TO ANY PART OF RENT PAYMENT.

12. Cleaning Fee

Resident hereby agrees to accept the property in its present state of cleanliness. They agree to return the property in the same condition or pay \$300.00 cleaning fee if Management cleans, or has the property professionally cleaned.

13. Notice of Intention To Vacate

When Resident has decided to vacate the premises, they will give Management written notice of their intentions at least 60 days prior to their departure, and they will give the exact date when they expect to be moved out completely.

14. Removal of Management's Property

If anyone removes any property belonging to Management without the express written consent of Management, this will constitute abandonment and surrender of the premises by Resident and termination by them of this rental agreement.

15. Renter's Insurance

No rights of storage are given by this agreement. Management will not be liable for any loss of Resident's property. Resident hereby acknowledges this and agrees to make no such claims against Management, his agents or employees. Resident agrees to purchase insurance at their expense sufficient to protect themselves and their property from fire, theft, burglary, breakage, and electrical connections. Resident acknowledges that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

16. Abandonment

If Resident leaves the premises unoccupied for 15 days without paying rent in advance for that month, or while owing any back rent from previous months which has remained unpaid, Management and/or his representatives have the right to take immediate possession of the property and to bar the Resident from returning. Removal of Resident's property will be handled as described in Part 6 of this lease agreement.

17. Lock Policy

No additional locks will be installed on any door without the written permission of Management. Management will be given two duplicate keys for each lock prior to installation. There are NO exceptions.

18. Condition of Premises

The Resident hereby acknowledges that said property is in good condition. If there is anything about the property that is not good, they agree to report it on the provided Move In/Out Form supplied by Management within 3 Days of taking possession of the property. They agree that failure to file any written notice of defects will be binding proof that the property is in good condition at the time of occupancy.

19. Resident's Responsibility

Responsibility includes keeping the outside of the home neat and clean. Snow removal and cutting of grass is also Resident's responsibility. Inside: Good housekeeping is expected of everyone. Resident agrees to keep quarters clean and in a sanitary condition. The Resident agrees not to let any deterioration to occur while they occupy the property. They agree to maintain walls, heating, electrical and mechanical systems as well as the general structure and appearance of the property. If the property is left in a condition unsuitable to Management, Resident gives Management express permission to rectify the situation at Resident's expense after written notice has been given and a three day grace period has been observed.

20. Repairs

Management will make necessary repairs to the exterior with reasonable promptness after receipt of written notice from Resident. Resident shall make all necessary repairs to the interior and keep the premises in a safe, clean, and sanitary condition. Management shall make contact with all repair or service people and Resident will be responsible for the first \$50.00 of any charge. Resident may not remodel, or paint, or structurally change, nor remove any fixture therefrom without written permission from Management.

21. Alterations

Resident shall make no alterations, decorations, additions, or improvements in or to the premises without Management's written consent, and then only by contractors or mechanics approved by Management. All alterations, additions or improvements upon the premises, made by either party, shall become property of Management and shall remain upon, and be surrendered with said premises as a part thereof, at the end of Lease Term.

The Resident specifically agrees that they will be responsible for and pay for any damage done by rain, wind, hail, tornadoes, hurricanes, etc.; if this damage is caused by leaving

windows or doors open, allowing stoppage and/or overflow of water, broken windows or doors, torn screens, broken door and window locks, etc.; or any damage caused while Resident has occupancy.

22. Vehicle Policy

Junk cars, cars on blocks, nonfunctional vehicles, or unlicensed automobiles are not permitted on property. Removal will be immediate and at the expense of Resident.

23. Alternate Heating Devices

Resident shall refrain from utilizing any alternate heating devices on premises unless consent is received from Management.

24. Utilities

Resident will be responsible for payment of all utilities. They specifically authorize Management to deduct amounts of unpaid bills from their Indemnification Deposit in the event they remain unpaid after termination of this agreement. Resident agree that non-compliance will result in deduction from Indemnification Deposit.

It is also agreed that if any utilities are shut off for any reason that can impact the safety of leased property will be cause for immediate eviction.

25. Roof and Termite Alert

Resident agrees to notify Management immediately if roof leaks, water spots appear on ceiling, or at the first site of termite activity.

26. Nonliability

The Resident hereby states that any work or repairs that need to be done will be handled by competent professionals, unless Resident is qualified and capable of doing the work themselves and doing it properly in a safe manner that meets all federal, state, and local regulations. Resident further states they will be legally responsible for any mishap they either do themselves or hire others to do.

27. Validity of Lease Provisions

Any provision set forth in this agreement which is contrary to the Pennsylvania Landlord Tenant Act shall be treated by Resident and Management as void and is as if it were not set forth herein, but all other provisions of the Agreement shall remain in full force and effect.

28. Phone

The Resident agrees to give Management number as soon after installation as possible.

29. Access to Premises

Owner, Management, and his assignees reserve the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services or show it to prospective residents, purchasers, mortgagors, workmen, or contractors. Whenever practicable, a 24 hour notice of the party's intent to enter shall be given to Resident. The

Management may also display "for rent" and "for sale" signs on the building of which the rented residence is a part.

30. Waiver

All rights given to Management by this agreement shall be cumulative in addition to any laws which may exist or might come into being. Any exercise of any rights by Owner, Management, or assignees or failure to exercise any rights shall not act as waiver of those or any other rights. No statement or promise by Owner, its agent or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing.

31. Lawful use

Resident agrees that they will not engage themselves in any illegal activities on the premise nor will they allow others to engage in any illegal activities on the premises.

32. Terms

In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term owner will include Landlord, Lessor, and the term Resident will include Lessee.

33. Sale of Dwelling

If owners sell this dwelling or otherwise transfer its Ownership to another party, they shall have the right to terminate this agreement by giving Resident written notice of at least sixty days, notwithstanding any conflict occupancy rights Resident might have under a fixed-term agreement. Should Resident have conflicting occupancy rights guaranteed them by law, however, those legal rights shall prevail.

34. Occupancy

This agreement allows Ryan London & Tody Miller, their children, and any children in their guardianship, to reside at said property.

Any change in occupants must be approved by Management in writing. Any additional occupants must be approved by Management in writing. Any additional occupants must be approved by Management and will require additional rent monies, security deposit, and cancellation/rewriting of this agreement.

35. Insurance and Release

Resident understands that Owners' insurance DOES NOT cover Resident, Resident's property, or Guests. Tenant shall have fire and liability insurance to protect Resident, Resident's property, and guests who may be injured while on the property.

36. Full Disclosure

The Resident signing this rental contract hereby states that all questions about this agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this

agreement. Signature by the resident on this Agreement is acknowledgement and he/she has received a copy of this Agreement.

37. Sublet

Resident may not sublet residence or assign this lease without written consent of Management.

Accepted this 23 day of September, 2004

Kelly J. Shilala Kelly Shilala Kelly Shilala

Scott B. Shilala Scott Shilala Jody Miller

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

JODY L. MILLER,
Plaintiff,

v.

SCOTT SHILALA and
KELLY SHILALA,
Defendants,

No. 05-76-CO

IN EQUITY

FILED 3
01 4:00 PM
JAN 14 2005
William A. Shaw
Prothonotary/Clerk of Courts
A44
Robbins

ORDER

AND NOW, this 14th day of January, 2005, upon consideration of the within Motion for Preliminary Injunction and Complaint in Equity, the Court hereby orders as follows:

1. It is ordered that the above-named Defendants show cause before this Court on the 20th day of January, 2005, at 2:00 P.m., in Courtroom 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania, 16830, why an Injunction should not issue during the pendency of this action according to the prayer in Plaintiff's Complaint.
2. The Plaintiff is permitted to proceed in this action without payment of fees or costs that may be involved.
3. The Defendants, and their agents or representatives are ordered and directed to allow the Plaintiff to enjoy her apartment located at 205 E. Park Ave., Apt. A, DuBois, Pennsylvania, 15801, including use of all utilities associated with said apartment.
4. ~~The Defendants and their agents or representatives are ordered and directed to provide the Plaintiff with an operable key to her apartment.~~ FSA

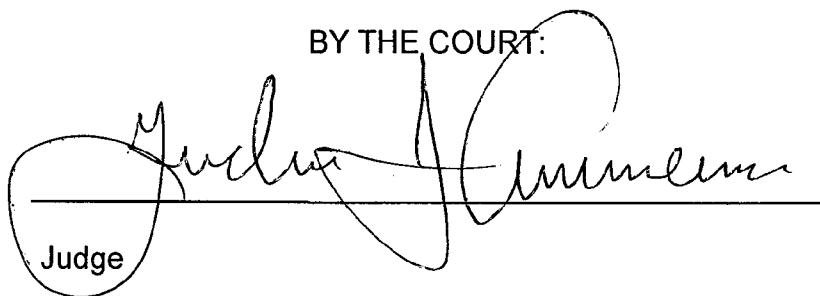
5. The Defendants and their agents or representatives are ordered and directed to refrain from undertaking any self-help measures to obtain possession of Plaintiff's apartment. This includes, but is not limited to, shutting off any utilities, locking Plaintiff out of her apartment, or removing any of Plaintiff's personal belongings from the apartment at issue.

6. Bond is set at \$1.00.

7. The Sheriff of Clearfield County is requested to promptly serve a copy of this Order upon the Defendants.

8. The Sheriff of Clearfield County, the Pennsylvania State Police, and any local law enforcement agency are requested to assist the Plaintiffs with enforcement of this order if needed.

BY THE COURT:



A handwritten signature in black ink, appearing to read "Linda M. Muller", is written over a horizontal line. To the left of the line, inside a circle, is the word "Judge". Above the signature, the text "BY THE COURT:" is printed in capital letters.

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

JODY L. MILLER,
Plaintiff,

v.

No. 05-76-CO

SCOTT SHILALA and
KELLY SHILALA,
Defendants,

IN EQUITY

NOTICE

TO THE DEFENDANTS:

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 Courthouse
Clearfield, Pennsylvania 16830
(814) 765-2641 ext. 1300

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: 1/14/05



District Court Administrator

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100142
NO. 05-76-CD
SERVICE # 1 OF 2

COMPLAINT/EQUITY;MOTION/PRELIM.INJUNC..&ORDER

PLAINTIFF: JODY L. MILLER

VS.

DEFENDANT: SCOTT SHILALA and KELLY SHILALA

SHERIFF RETURN

NOW, January 14, 2005 AT 5:10 PM SERVED THE WITHIN
COMPLAINT/EQUITY;MOTION/PRELIM.INJUNC..&ORDER ON SCOTT SHILALA DEFENDANT AT 1602 SALEM
ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SCOTT SHILALA, DEFENDANT A
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT/EQUITY;MOTION/PRELIM.INJUNC..&ORDER
AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

FILED
6C 01/07/05
JAN 19 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100142
NO: 05-76-CD
SERVICE # 2 OF 2

COMPLAINT/EQUITY;MOTION/PRELIM.INJUNC..&ORDER

PLAINTIFF: JODY L. MILLER

VS.

DEFENDANT: SCOTT SHILALA and KELLY SHILALA

SHERIFF RETURN

NOW, January 14, 2005 AT 5:10 PM SERVED THE WITHIN
COMPLAINT/EQUITY;MOTION/PRELIM.INJUNC..&ORDER ON KELLY SHILALA DEFENDANT AT 1602 SALEM
ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KELLY SHILALA, DEFENDANT A
TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT/EQUITY;MOTION/PRELIM.INJUNC..&ORDER
AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100142
NO: 05-76-CD
SERVICES 2

COMPLAINT/EQUITY;MOTION/PRELIM.INJUNC..&ORDER

PLAINTIFF: JODY L. MILLER
VS.
DEFENDANT: SCOTT SHILALA and KELLY SHILALA

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SHERIFF HAWKINS	OFFICE CREDIT		39.76

Sworn to Before Me This

____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

6K
cc: Atty
Robbins
FILED

1/3/45801 1cc
S.Shilala
JAN 25 2005 1602 Salem Rd.
Dubois, PA 15801

William A. Shaw

Prothonotary/Clerk of Courts
1602 Salem Rd.
Dubois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JODY L. MILLER

:

VS.

: NO. 05-76-CD

SCOTT SHILALA and KELLY SHILALA :

O R D E R

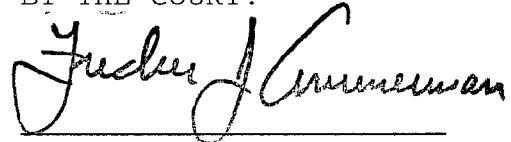
NOW, this 20th day of January, 2005, this being the date set for hearing on the Preliminary Injunction that was entered by this Court's Order of January 14, 2005; with both parties being present and Plaintiff represented by counsel from Mid-Penn Legal Services, it is the ORDER of this Court as follows:

1. The injunction shall continue to be in effect through and including the date of Friday, February 18, 2005;
2. That by no later than the end of the day as set forth in Paragraph 1 above, the Plaintiff shall have vacated the apartment and provided possession of the same to the Defendants;
3. By no later than forty-five (45) days from this date, the Plaintiff shall pay the Defendants the amount of Nine Hundred Eighty-eight (\$988.00) Dollars, with the same to be paid either by cash, money order or certified/treasurer's check from a bank;
4. During the time that the injunction continues to be in effect through and including February 18, 2005, the Defendants shall take no steps to attempt to interfere with the

Plaintiff's possession and enjoyment of the apartment;

5. The Court hereby advises both parties that the Court will use its contempt power to enforce the provisions of the Order against both parties as set forth above.

BY THE COURT:

A handwritten signature in black ink, appearing to read "Judge J. Kormanian". The signature is cursive and fluid, with "Judge" on the left and "J. Kormanian" on the right.

President Judge

In the Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

Jody L. Miller :
vs. : No. 05-76-CD
Scott Shilala and Kelly Shilala :

Your Honor,

You asked that we write if there are any problems concerning the order that you made regarding this case.

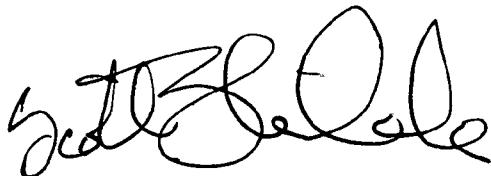
When you heard this case, you ordered that Jody and Ryan make payment within 45 days (I've attached the order). To date, we have received \$900 of the \$988.

Ryan and Jody have left the apartment. They were a couple days late getting out, but the important thing is that they are gone.

Normally, under these instances we would not pursue the matter. In this case we feel we must.

Upon leaving the apartment, Ryan and Jody left damages and costs exceeding an estimated \$1,000. We don't have an accurate cost of all the damages because we still haven't finished fixing everything they left destroyed, cleaning the mess they left behind, or removing the items they left behind. I currently have about 60 hours of labor and close to \$500 involved. I easily have twice that left.

I write this in hopes that you'll be able to do something to help. Even if we are only able to recover the \$88.00 it will ease the beating they've given us. Thank-You for all your help and concern in this matter, you've certainly been a Godsend.



Scott Shilala
1602 Salem Road
DuBois, PA 15801
814-583-5374
814-771-0912

FILED *GW*
01/10/2005
APR 01 2005
3cc CIA
Filed & forwarded
William A. Shaw per Judge
Prothonotary/Clerk of Courts Amman

MOLENTZ, ALICE

FILED
APR 01 2005
William A. Shaw
Prothonotary/Clerk of Courts

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

JODY L. MILLER,
Plaintiff
vs.

SCOTT SHILALA and KELLY SHILALA,
Defendants

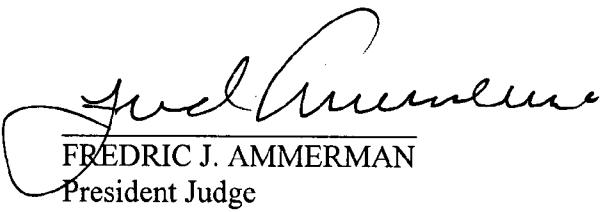
*
*
* NO. 05-76-CD
*
*

O R D E R

NOW, this 1st day of April, 2005, the Court having received a "Petition" from Scott Shilala, proceeding pro se, which in essence the Court interprets as a request to find the Plaintiff in Contempt for failing to comply with the payment provisions of this Court's Order of January 20, 2005, it is the Order of this Court that a hearing on the same be scheduled for the 29 day of April, 2005, at 10:00A.m. in Courtroom No. 1 of the Clearfield County Courthouse.

The Court Administrator shall mail a certified copy of this Court's Scheduling Order as well as the said Defendants' "Petition" to counsel for the Plaintiff.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED ⁶
3CC
04/01/05 to CIA -
APR 01 2005 Ordered to serve

William A. Shaw
Prothonotary/Clerk of Courts

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

JODY L. MILLER,
Plaintiff

vs. : NO. 05-76-CD

SCOTT and KELLY SHILALA,
Defendants.

FILED 3cc
APR 10 2005 AAG
APR 15 2005 DeThorne

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

AND NOW, this 14th day of April, 2005, upon consideration of the Petition of David L. DeThorne, Esquire and MidPenn Legal Services, A Rule is issued on Jody L. Miller to show cause why the Petitioners should not be permitted to withdraw their appearance on her behalf. Rule returnable for a written response on May 4, 2005.

NOTICE

A petition or motion has been filed against you in Court. If you wish to defend against the claims set forth in the following pages, you must take action on or before May 4, 2005 by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the matter set forth against you. You are warned that if you fail to do so the case may proceed without you and an order may be entered against you by the Court without further notice for the relief requested by the petitioner or movant. You may lose 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 AND TO FIND OUT WHERE YOU WHERE YOU CAN GET LEGLA HELP.

Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814)765-2641

By the Court:


Fredric J. Ammerman, Judge

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

JODY L. MILLER,
Plaintiff

vs. : NO. 05-76-CD

SCOTT and KELLY SHILALA,
Defendants.

ORDER

AND NOW, this _____ day of _____, 2005, upon
consideration of the Petition of David L. DeThorne, Esquire and MidPenn Legal
Services, it is ORDERED that Petitioners my withdraw their appearance on behalf of
Jody L. Miller.

By the Court:

Fredric J. Ammerman, Judge

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

JODY L. MILLER,
Plaintiff,

vs.

SCOTT and KELLY SHILALA,
Defendants

: No.: 05-76-CD

: Type of Case: Injunction

: Type of Pleading: Petition to
: Withdraw Appearance

: Filed on Behalf of: David L. DeThorne and
: MidPenn Legal Services

: Counsel of Record:

: David L. DeThorne

: PA ID # 90785

: MIDPENN LEGAL SERVICES

: 2054 East College Avenue

: State College, Pa 16801

: (814)238-4958

: (814)238-9504(FAX)

FILED

APR 13 2005

William A. Shaw
Prothonotary/Clerk of Courts

2:30pm

3 cent to Attn

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

JODY L. MILLER, :
Plaintiff :
: vs. : NO. 05-76-CD
: :
SCOTT and KELLY SHILALA, :
Defendants. :
:

PETITION TO WITHDRAW APPEARANCE

Your petitioners, David L. DeThorne, Esquire, and MidPenn Legal Services, request the Court leave to withdraw their appearance on behalf of Jody L. Miller and allege as follows:

1. Plaintiff, Jody L. Miller, retained petitioners on February 17th, 2005, to obtain an injunction against Defendants Scott and Kelly Shilala in order to prevent unlawful restraint or self-help eviction against the Plaintiff.
2. Petitioners did represent Plaintiff by obtaining a Preliminary Injunction on January 14th, 2005.
3. Petitioners also represented Plaintiff at hearing regarding the Injunction on January 20th, 2005.
4. As a result of the hearing conducted January 20th, 2005, the Plaintiff was to vacate the real property that was the basis of this action, located at 205 East Park Avenue, Apartment A, DuBois, PA 15801.
5. At the time petitioners were retained, Defendant provided an address and phone number.

6. The address given to the Petitioners was that for the residence from which the Petitioners were to vacate; namely, 205 East Park Avenue, Apartment A, DuBois, PA 15801.

7. Petitioners sent contact letters to Plaintiff on April 1st and April 4th, 2005, which are attached hereto and incorporated by reference herein.

8. The letter dated April 4th, 2005, included the "Petition" and the Scheduling Order, setting the matter for hearing on April 29th, 2005, at 10:00 AM.

9. Both letters requested Plaintiff to contact the Petitioners and provide current contact information.

10. Petitioner received no response to either letter.

11. Neither letter has been returned to the Petitioners.

12. Petitioner contacted the telephone number Plaintiff had provided.

13. A pre-recorded message indicated that the number had been disconnected and that no further information was available.

13. Plaintiff has not contacted Petitioners since January 20th, 2005, at which time the contact information relied upon by Petitioners was valid.

14. It is impossible for petitioners to provide Defendant with adequate legal representation under the circumstances.

WHEREFORE, petitioners request leave to withdraw their appearance on behalf of Defendant, Jody L. Miller.



David L. DeThorne
MIDPENN LEGAL SERVICES
2054 East College Avenue
State College, PA 16801
(814)238-4958, ext. 1129



MidPenn Legal Services

2054 East College Avenue, State College, PA 16801
Phone 800-326-9177 814-238-4958 FAX 814-238-9504
www.midpenn.org

April 4, 2005

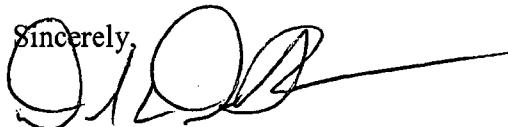
Jody Miller
205 East Park St., Apartment A
DuBois, PA 15801

RE: Contempt

Ms. Miller:

I received the enclosed documents today. The hearing regarding contempt is set for April 29th, 2005, at 10:00 AM, in front of Judge Ammerman. Please understand that I cannot be there. We can and should discuss the case before then, however.

If you wish to reach me, I can be reached at the number given above, extension 1129. Please leave instructions regarding how to reach you.

Sincerely,

David L. DeThorne
Attorney-at-Law



MidPenn Legal Services

2054 East College Avenue, State College, PA 16801
Phone 800-326-9177 814-238-4958 FAX 814-238-9504
www.midpenn.org

April 1, 2005

Jody Miller
205 East Park St., Apartment A
DuBois, PA 15801

RE: Contempt

Ms. Miller:

I am the attorney with MidPenn Legal Services with whom you spoke regarding the injunction against the Shilalas back in February.

I am trying to reach you because the court administrator contacted our office today about filing contempt for failure to obey the court's order of January 20th, 2005. That order required you to vacate the apartment by Friday, February 18th, 2005, and to pay \$988.00 to Scott and Kelly Shilala by Sunday, March 6th, 2005. I have not yet received the contempt petition, so I do not know what they are alleging as a basis for contempt.

I will forward the order to you as soon as I receive it if I have a way to reach you. I am sending this in the hopes that the post office has a forwarding address.

If you wish to reach me, I can be reached at the number given above, extension 1129. Please leave instructions regarding how to reach you.

Sincerely,

David L. DeThorne
Attorney-at-Law

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

JODY L. MILLER

-vs-

SCOTT SHILALA and KELLY
SHILALA

No. 05-76-CD

FILED

04:56:01
MAY 02 2005

2CC Atty
Robbins

1CC Atty

Attorne

William A. Shaw (Judge
Prothonotary/Clerk of Courts
Amesman)

1CC Defs

1602 Salem Rd.
DuBois, PA 15801

O R D E R

NOW, this 29th day of April, 2005, this being the date set for hearing relative the failure of the Plaintiff, Jody L. Miller, to comply with the provisions of this Court's Order of January 20, 2005, by failing to pay the remaining amount due to the Defendants of Eighty-Eight (\$88.00) Dollars, with the Court noting that neither the Plaintiff or her counsel of record having appeared, it is the ORDER of this Court that the said Plaintiff, Jody L. Miller, shall have no more than twenty (20) days from this date in which to pay the said amount directly to the Defendants. In the event that the amount is not paid within the twenty (20) days and the same is certified to the Court by the Defendants, by the filing of a document representing the same, the Court will issue a warrant for the Plaintiff's arrest. In the event a warrant issued,

additional costs for service and otherwise shall be imposed.

BY THE COURT,

A handwritten signature in black ink, appearing to read "Judge J. Zimmerman". The signature is fluid and cursive, with a horizontal line drawn underneath it.

President Judge

Prothon -

Note:

Mail copy to
DAVID DeThorne
MID Penn Legal
State College FJA

FILED

MAY 02 2005

William A. Shaw
Prothonotary/Clerk of Courts

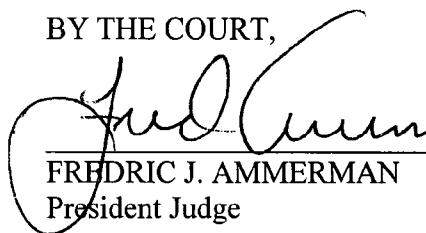
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

JODY L. MILLER, :
Plaintiff :
vs. : NO. 05-76-CD
SCOTT SHILALA and :
KELLY SHILALA, :
Defendants :
CIVIL DIVISION

ORDER

NOW, this 6th day of May, 2005, upon review of the Petition to Withdraw Appearance of David L. DeThorne, Esquire and MidPenn Legal Services; it is the Order of this Court that said Petition be and is hereby DENIED due to counsel's failure to appear at the Contempt Hearing that was scheduled before this Court on April 29, 2005. Failure of Attorney DeThorne to appear before the Court when scheduled for future hearing(s) will result a Bench Warrant will be issued for his arrest.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED (G)
018-30801
MAY 09 2005, cc
Def.
William A. Shaw
Prothonotary/Clerk of Courts
1602 Safen Rd.
DuBois, PA 15801
L. Robbins
D. DeThorne

CIVIL BENCH WARRANT

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

JODY L. MILLER,
Plaintiff

vs.

SCOTT SHILALA and KELLY SHILALA,
Defendants

*
*
*
*
*
*

No. 05-76-CD

FILED

JUN 16 2005
G. A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts

TO: **C & D INVESTIGATIONS (814) 765-2740**
P.O. Box 263, Hyde, Pennsylvania 16843

You are hereby commanded by the Court of Common Pleas of Clearfield County, Civil Division, to take **PLAINTIFF, JODY L. MILLER** who stands charged in said Court for failure to make payment of amount remaining due the Defendants, Eighty-Eight (\$88.00) Dollars, before Judge Fredric J. Ammerman to be dealt with according to law.

WITNESS this 16th day of June, 2005.



Prothonotary/Clerk of Courts
Civil Division

Defendant's Address: 9 East Maloney Road
DuBois, Pennsylvania 15801

Social Security #: 209-54-8488 Date of Birth: 08/18/1975

Costs: \$ 88 . 00

Service Fee: \$ 100 . 00 **Service Date: ____/____/2005**

Served By: _____

TOTAL: \$ 188.00

=====

In the Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

Jody L. Miller :
vs. : No. 05-76-CD
Scott Shilala and Kelly Shilala :

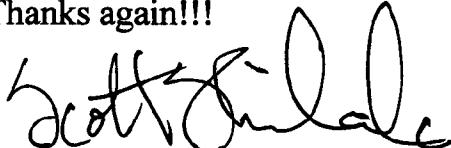
Your Honor,

This letter is regarding your order of April 29th, 2005. I've attached a copy of the same.

We have heard nothing from Jody L. Miller, and we're hoping the court will issue a warrant as outlined in the order.

You have our sincerest thanks for all your help in this matter. It meant a lot to us that you spent the extra time to talk with us last time we saw you. That's awful hard to come by nowadays.

Thanks again!!!



Scott and Kelly Shilala
1602 Salem Road
DuBois, PA 15801
814-583-5374
814-771-0912

FILED

JUN 16 2005
0/2:651 (6)
William A. Shaw
Prothonotary/Clerk of Courts
No. C.P.W.

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

JODY L. MILLER :
-vs- : No. 05-76-CD
SCOTT SHILALA and KELLY :
SHILALA :

O R D E R

NOW, this 29th day of April, 2005, this being the date set for hearing relative the failure of the Plaintiff, Jody L. Miller, to comply with the provisions of this Court's Order of January 20, 2005, by failing to pay the remaining amount due to the Defendants of Eighty-Eight (\$88.00) Dollars, with the Court noting that neither the Plaintiff or her counsel of record having appeared, it is the ORDER of this Court that the said Plaintiff, Jody L. Miller, shall have no more than twenty (20) days from this date in which to pay the said amount directly to the Defendants. In the event that the amount is not paid within the twenty (20) days and the same is certified to the Court by the Defendants, by the filing of a document representing the same, the Court will issue a warrant for the Plaintiff's arrest. In the event a warrant issued,

additional costs for service and otherwise shall be imposed.

BY THE COURT,

/s/ Fredric J. Ammerman

President Judge

I hereby certify this to be a true and certified copy of the original statement filed in this case.

MAY 02 2005

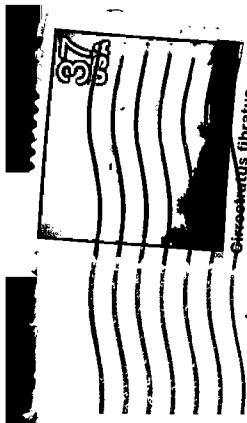
Attest:

John G. Goss
Prothonotary/
Clerk of Courts

Kelly J. Shilala
1602 Salem Road
DuBois, PA 15801



Office of The County Administrator
Clearfield County Courthouse
230 East Market St.
Clearfield, PA 16830



Geothlypis trichas



Geothlypis trichas

Geothlypis trichas

CIVIL BENCH WARRANT

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

JODY L. MILLER,

Plaintiff

*

*

*

vs.

No. 05-76-CD

*

*

*

SCOTT SHILALA and KELLY SHILALA,
Defendants

*

TO: **C & D INVESTIGATIONS (814) 765-2740**
P.O. Box 263, Hyde, Pennsylvania 16843

You are hereby commanded by the Court of Common Pleas of Clearfield County, Civil Division, to take PLAINTIFF, JODY L. MILLER who stands charged in said Court for failure to make payment of amount remaining due the Defendants, Eighty-Eight (\$88.00) Dollars, before Judge Fredric J. Ammerman to be dealt with according to law.

WITNESS this 16th day of June, 2005.



Prothonotary/Clerk of Courts
Civil Division

Defendant's Address: 9 East Maloney Road

FILED

DuBois, Pennsylvania 15801

JUL 08 2005 

• 11:45 AM
William A. Shaw

Prothonotary/Clerk of Courts

Social Security #: 209-54-8488

Date of Birth: 08/18/1975

Costs: \$ 88 . 00

Service Fee: \$ 100 . 00

Service Date: 07/08 /2005

Served By: R. D. DALE

TOTAL: \$ 188.00

=====

Date: 07/08/2005
Time: 01:47 PM

Clearfield County Court of Common Pleas
Receipt

NO. 1904542
Page 1 of 1

Received of: Miller, Jody L. \$ 188.00

9 East Maloney RD
DuBois, PA 15801

One Hundred Eighty-Eight and 00/100 Dollars

Plaintiff: Jody L. Miller vs. Scott Shilala, et al.

Case	Litigant type	Amount
2005-00076-CD	Plaintiff	
Constable Fees	CK# 3624	100.00
2005-00076-CD	Plaintiff	
Miscellaneous Disbursements	Scott Shilala CK# 3625	88.00
	Total:	188.00
	Balance due:	0.00

File Copy

Check: Money Order Bank: Money Order

Payment Method: Check	William A. Shaw, Prothonotary/Clerk of Cou
Amount Tendered: 188.00	
Change Returned: 0.00	By: _____
Clerk: BILLSHAW	Deputy Clerk

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

JODY L. MILLER,
Plaintiff,

vs.

SCOTT and KELLY SHILALA,
Defendants.

: No.: 05-76-CD

: Type of Case: Injunction

: Type of Pleading: Petition to
: Withdraw Appearance

: Filed on Behalf of: Robin J. Foor and
: MidPenn Legal Services

: Counsel of Record:

: Robin J. Foor
: PA ID # 41520
: MIDPENN LEGAL SERVICES
: 2054 East College Avenue
: State College, Pa 16801
: (814)238-4958
: (814)238-9504(FAX)

FILED 400
JUL 14 2005
Atty Foor



William A. Shaw
Prothonotary/Clerk of Courts

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

Jody L. Miller,
Plaintiff

vs.

Scott and Kelly Shilala,
Defendants

: NO. 2005-76-CD

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Atty
Foor

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

AND NOW, this 14 day of July, 2005, upon
consideration of the Petition of Robin Jean Foor, Esquire and MidPenn Legal Services, A
Rule is issued on Jody L. Miller to show cause why the petitioners should not be
permitted to withdraw their appearance on her behalf. Rule returnable for a written
response on August 3, 2005.

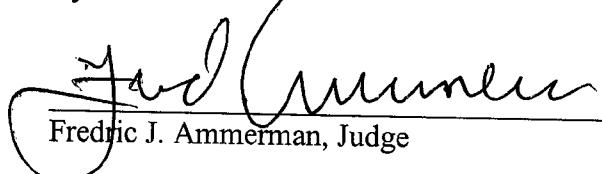
NOTICE

A petition or motion has been filed against you in Court. If you wish to defend
against the claims set forth in the following pages, you must take action on or before
August 3, 2005 by entering a written appearance personally or by attorney
and filing in writing with the Court your defenses or objections to the matter set forth
against you. You are warned that if you fail to do so the case may proceed without you
and an order may be entered against you by the Court without further notice for the relief
requested by the petitioner or movant. You may lose 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 AND TO FIND OUT WHERE
YOU WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814)765-2641

By the Court:


Fredric J. Ammerman, Judge

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

JODY L. MILLER,
Plaintiff

vs. : No. 05-76-CD

SCOTT and KELLY SHILALA,
Defendants.

PETITION TO WITHDRAW APPEARANCE

Petitioners, Robin J. Foor, Esquire, and MidPenn Legal Services, request leave of the Court to withdraw their appearance on behalf of Jody L. Miller and allege as follows:

1. Jody L. Miller retained Petitioners on February 17, 2005 to obtain an injunction against Scott and Kelly Shilala in order to prevent unlawful distraint or self-help eviction against Jody L. Miller.
2. Petitioners did represent Jody L. Miller by obtaining a Preliminary Injunction on January 14, 2005.
3. Petitioners also represented Jody L. Miller at the hearing regarding the Injunction on January 20, 2005.
4. As a result of the January 20, 2005 hearing, Jody L. Miller was ordered to vacate the real property that was the basis of this action, located at 205 East Park Avenue, Apartment A, DuBois, PA 15801.
5. At the time Petitioners were retained, Jody L. Miller provided Petitioners with an address and telephone number for correspondence pertaining to her representation.
6. The address given to Petitioners was that for the residence which Jody L. Miller was to vacate; namely, 205 East Park Avenue, Apartment A, DuBois, PA 15801.
7. Petitioners sent contact letters to Jody L. Miller at that address on April 1 and

April 4, 2005.

8. The letter dated April 4, 2005 included the Petition and the Scheduling Order, setting the matter for hearing on April 29, 2005, at 10 a.m.

9. Both letters requested Jody L. Miller to contact Petitioners and provide current contact information.

10. Petitioners have received no response to either letter.

11. Jody L. Miller failed to appear for the April 29, 2005 hearing.

12. Petitioners contacted the telephone number Jody L. Miller had provided.

13. A pre-recorded message indicated that the number had been disconnected and that no further information was available.

14. Jody L. Miller has not contacted Petitioners since January 20, 2005, at which time the contact information was valid.

15. On June 16, 2005 petitioners wrote to the Postmaster of DuBois, PA, the location of her last known address, to request any new address Jodi L. Miller may have recorded with the Postal Service.

16. On June 17, 2005 the Postmaster of DuBois, PA certified Petitioners' information request form, indicating that Jodi L. Miller had moved and left no forwarding address.

17. Petitioners' continued representation of Jody L. Miller has been rendered unreasonably difficult by virtue of the client's absence and Petitioners' continuing inability to communicate with her; good cause exists therefore under Rule 1.16(c)(5) of the Pennsylvania Rules of Professional Conduct for Petitioners' withdrawal of appearance in the case.

WHEREFORE, Petitioners request leave to withdraw their appearance on behalf
of Jodi L. Miller.



Robin J. Foor
MIDPENN LEGAL SERVICES
2054 East College Avenue
State College, PA 16801
(814)238-4958



MidPenn Legal Services
2054 East College Avenue
State College, PA 16801



Jody Miller
205 East Park St., Apartment A
DuBois, PA 15801

MILLER, JODY
MOVED, LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER

1-610-724-7222



MidPenn Legal Services
2054 East College Avenue
State College, PA 16801

MAY 16 2005



Jody Miller
205 East Park St., Apartment A
DuBois, PA 15801

PLEASE FOR MILLER, JODY L. 15801 2005-1405 06 05/12/05
Miller, Jody L. RETURN TO SENDER
MOVED, LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER

13601423363 407201

13601423363 407201

Postmaster
DuBois, PA, 15801
City, State, ZIP Code

Date June 16, 2005

REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Jodi L. Miller

Address: 205 East Park Avenue, Apartment A, DuBois, PA 15801

Note: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information. The following information is provided in accordance with 39 CFR 265.6(d)(4)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and corresponding *Administrative Support Manual* 352.44a.

1. Capacity of requester (e.g., process server, attorney, party representing self): Attorney
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se—except a corporation acting pro se must cite statute): _____
3. The names of all known parties to the litigation: Jody L. Miller, Scott Shilala, Kelly Shilala
4. The court in which the case has been or will be heard: Common Pleas of Clearfield County
5. The docket or other identifying number if one has been issued: 05-76-CD
6. The capacity in which this individual is to be served (e.g., defendant or witness):
Respondent

WARNING

THE SUBMISSION OF FALSE INFORMATION EITHER (1) TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in conjunction with actual or prospective litigation.

Signature

Robin Jean Foor

Printed Name

211 East Locust Street

Address

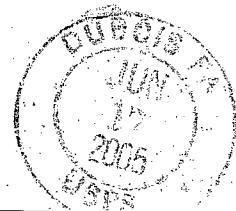
Clearfield, PA, 16830

City, State, ZIP Code

FOR POST OFFICE USE ONLY

- No change of address order on file.
 Moved, left no forwarding address.
 No such address.

POSTMARK



NEW ADDRESS OR BOXHOLDER'S NAME AND STREET ADDRESS

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

Jody L. Miller,
Plaintiff

vs.

Scott and Kelly Shilala,
Defendant

*

*

* NO.: 05-76-CD

*

* Type of Case: Civil

*

* Type of Pleading: Certificate of Service

*

*

* Filed on Behalf of: MidPenn Legal

* Services

*

* Counsel of Record for this Party:

* Robin Jean Foor, Esquire

*

* Supreme Court No.: 41520

*

* MidPenn Legal Services

* 211 East Locust Street

* Clearfield, PA 16830

* (814)765-9646

FILED

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07/19/05

William A. Shaw

Prothonotary/Clerk of Courts

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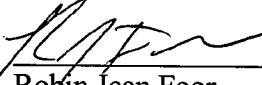
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA-CIVIL DIVISION

Jody L. Miller, :
Plaintiff :
: vs. : NO. 2005-76-CD
: :
Scott and Kelly Shilala, :
Defendant :
:

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 18th day of July, 2005, I served a copy of the Petition to Withdraw Appearance filed in that above captioned matter to the following individual by first class mail, postage prepaid:

Jody L. Miller
205 East Park Avenue, Apt. A
Dubois, Pa 15801



Robin Jean Foor
PA ID # 41520
MidPenn Legal Services Inc.
211 East Locust Street
Clearfield, PA 16803
(814)765-9646

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

Jody L. Miller, :
Plaintiff :
: vs. NO. 2005-76-CD
: :
Scott and Kelly Shilala, :
Defendant :
:

ORDER

AND NOW, this 4th day of AUGUST, 2005, upon
consideration of the Petition of Robin Jean Foor, Esquire and MidPenn Legal Services, it
is ORDERED that Petitioners may withdraw their appearance on behalf of Jody L.
Miller.

By the Court:



Fredric J. Ammerman

Fredric J. Ammerman, Judge

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William A. Slaw
Prothonotary/Clerk of Courts

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

Jody L. Miller,
Plaintiff

vs.

Scott and Kelly Shilala,
Defendant

*

*

* NO.: 05-76-CD

*

* Type of Case: Civil

*

* Type of Pleading: Praeclipe to

* Withdraw Appearance

*

* Filed on Behalf of: MidPenn Legal

* Services

*

* Counsel of Record for this Party:

* Robin Jean Foor, Esquire

*

* Supreme Court No.: 41520

*

* MidPenn Legal Services

* 211 East Locust Street

* Clearfield, PA 16830

* (814)765-9646

FILED ^{cc}
of 10/10/05 AUG 08 2005 Atty Foor
copy to CJA
William A. Shaw
Prothonotary/Clerk of Courts

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

Jody L. Miller,
Plaintiff

vs. : NO. 2005-76-CD

Scott and Kelly Shilala,
Defendant

PRAECIPE TO WITHDRAW APPEARANCE

To the Prothonotary:

Please withdraw the appearance of MidPenn Legal Services and Robin Jean Foor,
Esquire on behalf of the Plaintiff.



Robin Jean Foor
PA ID # 41520
MidPenn Legal Services Inc.
211 1/2 East Locust Street
Clearfield, PA 16803
(814)765-9646