

05-1631-CD
Commodore Corp. vs Michael

Commodore Corporation vs. Michael Segalla
2005-1631-CD

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

THE COMMODORE CORPORATION,
Plaintiff

v.

MICHAEL A. SEGALLA and
SANDRA SEGALLA, his wife,
Defendants

05-1631-CD
No. _____ CD 2005

Type of Case:
Civil Action - Law

Type of Pleading:
Complaint

Filed On Behalf Of:
Plaintiff

Counsel of Record for this Party:

Henry Ray Pope III, Esq.
Supreme Court No. 01530
POPE AND DRAYER
Ten Grant Street
Clarion, PA 16214
814-226-5700

FILED Aug pd. 85.00
m 11 28 2005 cc Shff
OCT 21 2005
WAS
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
Civil Division

THE COMMODORE CORPORATION, :
Plaintiff :
: :
v. : No. _____ of 2005
: :
MICHAEL A. SEGALLA and :
SANDRA SEGALLA, his wife, :
Defendants :
:

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.**

Keystone Legal Services
327 Market Street
Clearfield, PA 16830
(814) 765-9964

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE COMMODORE CORPORATION,	:
Plaintiff	:
	:
v.	:
	:
	No. _____ CD 2005
	:
MICHAEL A. SEGALLA and	:
SANDRA SEGALLA, his wife,	:
Defendants	:

COMPLAINT

AND NOW comes The Commodore Corporation, by its attorney, Henry Ray Pope, III, and filed this Complaint upon the following concise statement of facts:

1. The Commodore Corporation, hereinafter "Plaintiff", is a Delaware corporation, with a place of business in Pennsylvania having a mailing address of P. O. Box 349, Clarion, Pennsylvania 16214.
2. Michael A. Segalla and Sandra Segalla, are husband and wife, hereinafter "Defendants", who have a last known address of 52 Ponderosa Drive, Penfield, Pennsylvania 15849.
3. In October of 2001, Michael A. Segalla approached Plaintiff and asked Plaintiff if it would consider loaning Michael A. Segalla money so that he could purchase and resell repossessed mobile homes.
4. In response to Michael A. Segalla's request, Plaintiff advised him that it would loan Michael A. Segalla money to purchase repossessed mobile homes without interest provided that he pay Plaintiff twenty-five (25%) percent of the profit resulting from the sale of each

mobile home purchased with the money loaned to him, and that his wife also join in the obligation to repay the obligation to Plaintiff. On October 25, 2001, the Defendants signed an Agreement which acknowledged the terms of the parties' oral agreement. A copy of the written Agreement is attached hereto, made a part hereof and marked Exhibit "A".

COUNT I

The Commodore Corporation v. Michael A. Segalla and Sandra Segalla

5. Plaintiff incorporates the allegations set forth in Paragraphs 1 through 4, above, into this Count I of Plaintiff's Complaint.

6. Between October 16, 2001, and February 25, 2002, the Plaintiff loaned Michael A. Segalla Thirty-Six Thousand Five Hundred (\$36,500.00) Dollars, all pursuant to the terms of the parties' agreement set forth above.

7. The Defendants have paid on the principal of the loan Seven Thousand (\$7,000.00) Dollars, leaving a balance of Twenty-Nine Thousand Five Hundred (\$29,500.00) Dollars which is now due and owing.

8. Despite repeated requests to the Defendants, the Defendants have failed and refused to pay to the Plaintiff the sum of Twenty-Nine Thousand Five Hundred (\$29,500.00) Dollars.

WHEREFORE, Plaintiff requests your Honorable Court to enter judgment against both Defendants in favor of Plaintiff in the amount of Twenty-Nine Thousand Five Hundred (\$29,500.00) Dollars, together with interest and costs of suit.

COUNT II

The Commodore Corporation v. Michael A. Segalla

9. Plaintiff incorporates the allegations set forth in Paragraphs 1 through 4, above,

into this Count II of Plaintiff's Complaint.

10. Pursuant to the terms of Exhibit "A", Plaintiff advanced to Michael A. Segalla the following sums of money for the following respective purchases:

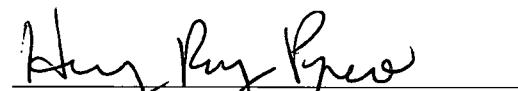
- (A) Eight Thousand (\$8,000.00) Dollars on October 16, 2001, to purchase a 1999 Skyline Mobile Home; and
- (B) Six Thousand Five Hundred (\$6,500.00) Dollars on February 20, 2002, to purchase a 1998 Fleetwood Mobile Home.

11. Plaintiff believes and therefore avers that Michael A. Segalla sold the two mobile homes referred to in Paragraph 10, above, and that Plaintiff's twenty-five (25%) percent of the profit on the sale of both mobile homes should have been Three Thousand (\$3,000.00) Dollars.

WHEREFORE, the Plaintiff requests your Honorable Court to enter judgment in favor of the Plaintiff and against the Defendants with interest and costs of suit.

Respectfully submitted,

Date: 10/13/03



Henry Ray Pope, III, Esquire
Attorney for Plaintiff
PA ID No. 01530
Pope and Drayer
10 Grant Street
Clarion, PA 16214
(814) 226-5700
(814) 226-9669 (fax)

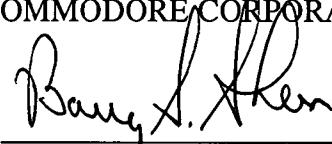
a:tap\caval\commoseg.com

VERIFICATION

The undersigned says that the averments contained in the foregoing Complaint to which this Verification is attached are true and correct to the best of his knowledge, information and belief. The undersigned further states that he understands that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

THE COMMODORE CORPORATION

By:



Barry S. Shein, President & CEO

Date: 10/19, 2005

REVOLVING LOAN

10/16/01 16,000
10/16/01 6,500
22,500 advanced
2/25/02 7,800

Borrowers:

Michael A. Segalla and
Sandra Segalla

Lender:

30,000
9/04 PDL 500 >
29,500 Bal.
The Commodore Corporation

The undersigned Borrowers promise to pay to the order of **THE COMMODORE CORPORATION** the maximum sum of **TWENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$25,000.00)** repayable at **Zero Percent (0%)** Interest in lieu thereof of Twenty-five Percent (25%) of the Profit derived from manufactured homes purchased and sold with the proceeds of this Loan.

The maturity date of this Revolving Loan is six months, i.e. April 16, 2002. If this loan is not paid when due, it shall cause a Default wherein the lender may pursue remedies as permitted by Law.

By signing below, the undersigned Borrowers Agree to the Terms and Conditions set forth above.

Michael A. Segalla

Michael A. Segalla

10/25/01

Date

Sandra Segalla

Sandra Segalla

10/25/01

Date

EXHIBIT

A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100929
NO: 05-1631-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: THE COMMONDORE CORPORATION
VS.
DEFENDANT: MICHAEL A. SEGALLA and SANDRA SEGALLA

SHERIFF RETURN

NOW, November 08, 2005 AT 9:50 AM SERVED THE WITHIN COMPLAINT ON MICHAEL A. SEGALLA DEFENDANT AT PINE VALLEY COURT, S.R. 255, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MICHAEL A. SEGALLA, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

FILED
01/10/06
FEB 10 2006
Clerk
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100929
NO: 05-1631-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: THE COMMONDRE CORPORATION

vs.

DEFENDANT: MICHAEL A. SEGALLA and SANDRA SEGALLA

SHERIFF RETURN

NOW, November 17, 2005 AT 10:49 AM SERVED THE WITHIN COMPLAINT ON SANDRA SEGALLA DEFENDANT AT 52 PONDEROSA DRIVE, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SANDRA SEGALLA, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100929
NO. 05-1631-CD
SERVICES 2
COMPLAINT

PLAINTIFF: THE COMMONDRE CORPORATION
vs.
DEFENDANT: MICHAEL A. SEGALLA and SANDRA SEGALLA

SHERIFF RETURN

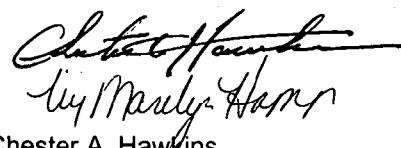
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	POPE	11078	20.00
SHERIFF HAWKINS	POPE	11078	70.93

Sworn to Before Me This

____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
Civil Action

THE COMMODORE CORPORATION, :
Plaintiff :
: :
v. :
: :
MICHAEL A. SEGALLA and :
SANDRA SEGALLA, his wife, :
Defendants : No. 2005 - 1631 CD.

PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY:

AND NOW comes the Plaintiff in the above captioned matter and requests that you
mark the above captioned case settled and discontinued.

Respectfully submitted,


Henry Ray Pope, III, Esquire
Attorney for Plaintiff
PA ID #01530
POPE AND DRAYER
10 Grant Street
Clarion, PA 16214
814-226-5700

Date: April 20, 2006

FILED
M/11:10am *W* for *██████████*
APR 26 2006 Certified copies
Copies to C/A

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Commodore Corporation

Vs. No. 2005-01631-CD
Michael A. Segalla
Sandra Segalla

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 26, 2006, marked:

Settled and Discontinued

Record costs in the sum of \$85.00 have been paid in full by Henry Ray Pope III Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 26th day of April A.D. 2006.



William A. Shaw, Prothonotary