

05-1812-CD  
Ford Motor Credit Co vs P.

Ford Mot. Cred. Co. vs Paularae Gallaher  
05-1812-CD

**ARBITRATION MATTER  
ASSESSMENT OF DAMAGES  
HEARING NOT REQUIRED**

MAURICE & NEEDLEMAN, P.C.

BY: Joann Needleman, Esq.

Identification No. 74276

Thomas R. Dominczyk, Esq.

Identification No. 85248

935 One Penn Center

1617 John F. Kennedy Blvd

Philadelphia, PA 19103

(215) 789-7151

Attorneys for Plaintiff

FORD MOTOR CREDIT COMPANY  
P.O. Box 6508  
Mesa, Az 85216-6508

Plaintiff,

v.

PAULARAE GALLAHER  
151 Graham Rd  
Woodland, Pa 16881

Defendant(s).

CLEARFIELD COUNTY COURT OF COMMON  
PLEAS

Case No. 2005-1812-CN

**FILED**

NOV 18 2005

W/1,306

William A. Shaw  
Prothonotary

1 CHUR TO ATT  
2 CHUR TO SHW

**CIVIL ACTION COMPLAINT**

**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.

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o cun un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

PENNSYLVANIA BAR ASSOCIATION

Lawyer Referral Service

P.O. Box 186, Harrisburg, PA 17108

(717) 238-6807 or (800) 692-7375

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Attorneys for Plaintiff

<p>FORD MOTOR CREDIT COMPANY P.O. Box 6508 Mesa, Az 85216-6508</p> <p>Plaintiff,</p> <p>v.</p> <p>PAULARAE GALLAHER 151 Graham Rd Woodland, Pa 16881</p> <p>Defendant(s).</p>	<p>CLEARFIELD COUNTY COURT OF COMMON PLEAS</p> <p>Case No.</p>
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**CIVIL ACTION COMPLAINT**

1. Plaintiff, Ford Motor Credit Company, is a Corporation with its place of business at P.O. Box 6508

Mesa, Az 85216-6508.

2. Defendant, Paularae Gallaher, is an individual who resides at 151 Graham Rd Woodland, Pa 16881.

3. At all times relevant, the Plaintiff was in the business of loaning money on motor vehicle installment sales contracts, including but not limited to the note signed by Defendant(s), hereinafter more fully described.

4. On or about June 14, 2000, the Defendant(s) entered into a written Motor Vehicle Retail

installment Contract, (hereinafter referred to as the "Contract"), for the purpose of obtaining financing in the amount of \$26,501.00 at an annual percentage rate of 9.900%, in order to purchase a certain motor vehicle, 2000 Ford F150 more particularly described in the Contract (hereinafter referred to as the "Vehicle"). *A copy of the Contract is attached and marked as Exhibit A.*

5. Pursuant to the Contract, Defendant(s) was required to make monthly payments in the amount of \$561.76 for a period of 60 months until the loan was paid in full all as is more fully set forth in the Contract.

6. Defendant(s) made monthly payments until November 18, 2004, but has failed to make any further payments thereafter, and are therefore in default of the Contract.

7. As a result of the default by Defendant(s), and pursuant to the terms of the Contract, the above-mentioned vehicle was repossessed and a notice of repossession was sent to the Defendant(s) giving the Defendant(s) the opportunity to redeem the Vehicle as well as notice of the sale date. *A copy of the notice of repossession and notice of sale date are attached and marked as Exhibit B.*

8. The Defendant(s) failed to redeem the Vehicle and the Vehicle was sold at auction with a credit given to the Defendant in the amount of \$12,000.00, however a balance of \$3,723.82 is still due and owing, and a notice of the deficiency balance was sent to the Defendant. *See copy of the notice of the deficiency balance attached and marked as Exhibit C.*

9. Pursuant to the terms of the contract, Defendant is required to pay all amounts due and owing, including any balance that may remain after the sale of the vehicle, and the Defendant failed to do so, thereby in default of the Contract.

10. In addition to the foregoing, there is interest due and owing on the deficiency balance

which at this time amounts to \$257.56 and which will continue to accrue.

11. The total amount due and owing at the time of the filing of this complaint is \$3,981.37.

WHEREFORE, Plaintiff, requests judgment in its favor and against the Defendant(s), in the amount of \$3,981.37, well as any additional interest and costs that may accrue and such other and further relief as this Court may deem equitable and just.

Respectfully submitted,  
MAURICE & NEEDLEMAN, P.C.


A handwritten signature in black ink, appearing to be 'T. Dominczyk', is written over a horizontal line.

THOMAS R. DOMINCZYK, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

I, THOMAS R. DOMINCZYK, ESQUIRE, verify that I am the Attorney of record for Plaintiff, FORD MOTOR CREDIT COMPANY, and duly authorized to make this verification on its behalf; that statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

These statements are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

BY:   
THOMAS R. DOMINCZYK, ESQUIRE

DATED: November 8, 2005

PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE

06/14/00

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)  
PAULARAE GALLAHER  
RR1 BOX 163  
WOODLAND PA 16881

CREDITOR (Seller Name and Address)  
COURTESY FORD INC  
401 PLEASANT VALLEY BLVD  
ALTOONA PA 16602

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The "Cash Price" shown below is the cash price of the vehicle. The "Total Sale Price" shown below is the credit price. By signing this contract, you choose to buy on credit under the agreements on the front and back of this contract.

New/Used	Year and Make	Model	GVW If Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
N	00 FORD	F150	GVWR	1FTRX18W7YNC06934	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-In	94 PONTIAC	Year and Make	\$ 7653.30	\$ 7775.00
		Gross Allowance		Amount Owning

**ITEMIZATION OF AMOUNT FINANCED**

1. Cash Price ..... \$ 28800.00 (1)

2. Down Payment

Third Party Rebate Assigned To Creditor ..... \$ N/A

Cash Down Payment ..... \$ 3900.00

Trade-In 94 PONTIAC ..... \$ 7653.30 \$ 7775.00 \$ -121.70

Year and Make Gross Allowance Amount Owning

Total Down Payment ..... \$ 3778.30 (2)

3. Unpaid Balance of Cash Price (1 minus 2) ..... \$ 25021.70 (3)

4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)

To Insurance Companies for

Credit Life Insurance (for term of contract) ..... \$ N/A

Credit Disability Insurance (for term of contract) ..... \$ N/A

N/A [Term Months (Estimate)] ..... \$ N/A

To Public Officials (i) for license (\$ N/A ), title (\$ 22.50 ), & registration (\$ 58.50 ) fees \$ 81.00 ;

(ii) for filing fees \$ 5.00 ;

(iii) for taxes (not in Cash Price) \$ 1278.30 \$ 1364.30

To

COURTESY FORD for Messenger Service ..... \$

FORD MOTOR CO. for DOC/NOTARY/ONLIN ..... \$ 40.00

GEN SYS SOLUTION for SERVICE CONTRACT ..... \$ 75.00

to ONLINE REGISTRATION FEE ..... \$ N/A

Total ..... \$ 1479.30 (4)

5. Amount Financed (3 plus 4) ..... \$ 26501.00 (5)

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

☐ Credit Life, AMERICAN REPUBLIC Insurer

\$ N/A PAULARAE GALLAHE Premium Insured(s)

Signature(s)

Credit

☐ Disability, AMERICAN REPUBLIC Insurer

\$ N/A PAULARAE GALLAHE Premium Insured

Signature

☐ Type of Insurance N/A Term

N/A Insurer \$ N/A Premium

Signature

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You must insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

☐ Comprehensive ☒ N/A Deductible Collision

☐ Fire-Theft-Combined Additional Coverage

☐ Towing and Labor

☐ Term N/A Months (Estimate)

Premium N/A

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
9.90 %	\$ 7204.60	\$ 26501.00	\$ 33705.60	\$ 37483.90

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	59	\$ 561.76	(monthly starting)
	1 final	\$ 561.76	07/14/00

Prepayment: If you pay off your debt early, you will not have to pay a penalty.

Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2 percent of the late amount or \$50.00 whichever is less.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL VEHICLES: The charge shown in the above box for late payments applies where the vehicle purchased has a gross vehicular weight of less than 15,000 pounds. If the vehicle you purchased has a gross vehicular weight of 15,000 pounds or more, you must pay a late charge on the portion of each payment received more than 10 days late. The charge is 4 percent of the late amount or \$50, whichever is less.

If you do not meet your contract obligations, you may lose the vehicle that you are financing under this contract, as well as both parts and goods put on the vehicle and money or goods received for the vehicle.

NON-MODIFICATION DISCLOSURE

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER *Paularae Gallaher* CO-BUYER:

**NOTICE TO BUYER**

Do not sign this contract in blank.

You are entitled to an exact copy of the contract you sign.

Keep it to protect your legal rights.

*Paularae Gallaher* BUYER SIGNS (CO) BUYER SIGNS

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

Buyer Signs *Paularae Gallaher* (Co) Buyer Signs

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

Seller COURTESY FORD INC By *[Signature]* Title *Salesman*

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000  
99-001

BRANCH COPY

## ADDITIONAL AGREEMENTS

**A. Payments and Summary Notice:** You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. The Creditor will apply your payments first to the earned and unpaid part of the Finance Charge and then to the Amount Financed. The Creditor earns the Finance Charge by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time the unpaid Amount Financed is outstanding. If the vehicle is repossessed, you will not have a right to reinstate the contract unless the Creditor agrees.

**B. Security Interest:** You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe in this contract. It also secures your other agreements in this contract.

**C. Use of Vehicle - WARRANTIES :** You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

**D. Insurance:** You must insure yourself and the Creditor against loss or damage to the vehicle. The Creditor must approve the type and amount of insurance. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

**E. Late Charge:** You will have to pay a late charge on the portion of each payment made more than ten days late. The charge is shown on the front. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth in this contract, if there is any default.

**F. Default:** You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you are in default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in or on the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The Creditor will use the money from the sale, less the allowed expenses, to pay the amount still owed on this contract. Expenses paid as a direct result of having to retake the vehicle, hold it for sale, and sell it are, as permitted by law, allowed expenses. Lawyers' fees and legal costs permitted by law are allowed, too. The Creditor will pay you any money left (a surplus). You will pay any money still owing after the sale to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

**G. General:** To contact Ford Motor Credit Company about this account, call 1-(800) 727-7000. The law of Pennsylvania applies to this contract. If that law does not allow all of the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

**NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**Used Motor Vehicle Buyers Guide.** If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

### GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor \_\_\_\_\_ Address \_\_\_\_\_

Guarantor \_\_\_\_\_ Address \_\_\_\_\_





\*\*\*PRN\*\*\*  
Ford Motor Credit Company  
P.O. Box 17948  
GREENVILLE, SC 29606-8948  
(877) 805-7187

PAULARAE GALLAHER  
151 GRAHAM RD  
WOODLAND, PA 16881

Date of Repossession 01-24-2005		
Date of Notice	Date of Contract	
01-26-2005	06-14-2000	
Account Number: 023927143		
Buyer PAULARAE GALLAHER		
Cobuyer		
DESCRIPTION OF PROPERTY		
Year	Make	<input checked="" type="checkbox"/> New
2000	FORD	<input type="checkbox"/> Used
Vehicle Identification Number:		
1FTRX18W7YNC06934		
Model	Body	
F150	4X4	

### NOTICE OF OUR PLAN TO SELL PROPERTY

We have your property described above because you broke promises in our agreement.

☒ **PRIVATE SALE:** We will sell the property described above at private sale sometime after 15 days from the Date of Notice shown above unless redeemed by you prior to such sale.

☐ **PUBLIC SALE:** We will sell the property described above at public sale to the highest bidder on the date below (or any adjournment date). The sale will be held as follows:

Date of Sale	Time of Sale	Place of Sale

You may attend the sale and bring bidders if you want.

The money that we get from the sale (after paying our costs, including reasonable attorney's fees and legal expenses if permitted by law) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

You can get the property back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses. See How To Get Your Property Back for an itemization of amount owing. To learn the exact amount you must pay, call us at the telephone number above.

If you need more information about the sale call us at the telephone number above, or write us at the address above.

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at the telephone number above, or write us at the address above and request a written explanation.

We are sending this notice to the following people who have an interest in the property described above or who owe money under your agreement: 1) The buyer and any cobuyer named above; 2) Any dealer/original creditor named below; 3) If there are other people, they are named on an attachment sent with this notice.

### NOTICE OF REPOSSESSION

The property is presently stored at: BUTLER AUTO AUCTION  
CRANBERRY TOWNSHIP PA

#### HOW TO GET YOUR PROPERTY BACK

To get your property back, pay us this amount by certified check or money order before the vehicle is sold.

Unpaid Balance	\$	15,145.78
Plus Costs: Repo Expenses	\$	200.00
	\$	
	\$	
Plus Late Charges	\$	11.14
Less Finance Charge Rebate	\$	
Less Insurance Premium Rebate	\$	
<b>TOTAL</b>	<b>\$</b>	<b>15,356.92</b>

(Plus expenses incurred if default at the time of repossession exceeded 15 days and less rebate received after the date of this notice.)

Your property won't be sold until 15 days after the date of this notice at the EARLIEST. After that you can still get it back any time before it's actually sold.

If you do, we'll have no further claim on it. But the longer you wait, the more costs (including repairs) you may have to pay.  
If you have any questions about this, please call us.

☐ The property has been (or will be) returned to: \_\_\_\_\_  
(dealer/original creditor)

Under our agreement with your dealer/original creditor, the dealer/original creditor is to sell the property and pay you any money left over. If you owe money after the sale, you will pay it to the dealer/original creditor.

☐ **PERSONAL PROPERTY:** Any personal property found in the vehicle may be reclaimed by you within the next 60 days or, in accordance with state law, by contacting this office. Thereafter, the personal property shall be disposed of accordingly.

☐ Creditor has assigned to its qualified intermediary (QI Exchange, LLC) its rights (but not its obligations) with respect to the sale of each vehicle listed above.

**PAYMENTS:** All payments to us must be by certified check or money order.

**MILEAGE DISCLOSURE:** If you are aware that the mileage reflected on the vehicle's odometer is not accurate for any reason, please contact us so that we can accurately report the vehicle's mileage.

**INSURANCE RIGHTS:** If you don't want to get your property back, call the insurance company or the dealer/original creditor to make sure that any insurance has been cancelled. You have a right to get credit for all premium refunds.

DEBORAH L. HAWKINS

Name and Address of Sender

Lason  
38120 Amrhein  
Livonia, MI 48150

Check type of mail or service:

- ☒ Certified  
☐ COD  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured  
☐ Recorded Delivery (International)  
☐ Registered  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

Affix Stamp Here  
 (If issued as a  
 certificate of mailing,  
 or for additional  
 copies of this bill)  
 Postmark and  
 Date of Receipt

JAN 25 2003

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. U0125/20499757 ES03659341	7004 2510 0005 9608 8148	37	230								
2. ERIC E. HUTCHINGS 508 S CONCORDIA REPUBLIC MO 65738	7004 2510 0005 9609 2855										
3. U0125/20499758 P-036927390 JIN W. LEE 38-05 BROADWAY LONG ISLAND CITY NY 11103	7004 2510 0005 9609 2817										
4. U0125/20499759 JB037387611 JOAO SALVADOR 19 CHARLES ST SOUTH RIVER NJ 08882	7004 2510 0005 9609 2824										
5. U0125/20499759 JB037387611 JOAO SALVADOR 19 CHARLES ST SOUTH RIVER NJ 08882	7004 2510 0005 9609 2879										
6. U0125/20499759 JB037387611 JOAO SALVADOR 19 CHARLES ST SOUTH RIVER NJ 08882	7004 2510 0005 9609 2886										
7. U0125/20499759 JB037387611 JOAO SALVADOR 19 CHARLES ST SOUTH RIVER NJ 08882	7004 2510 0005 9609 2848										
8. U0125/20499759 JB037387611 JOAO SALVADOR 19 CHARLES ST SOUTH RIVER NJ 08882											

Total Number of Pieces  
Listed by SenderTotal Number of Pieces  
Received at Post Office

Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

Ford Motor Credit Company  
P O BOX 17948  
GREENVILLE SC 296067948  
877 8057187

DATE: 2005-02-26

P01MGL00000056  
PAULARAE GALLAHER  
151 GRAHAM RD  
WOODLAND PA 16881



### STATEMENT OF SALE

Account Number: 023927143

The following property has been sold.

Year	Make	Model	Vehicle Identification Number:
2000	FORD	F150	1FTRX18W7YNC06934

Balance owing on your contract (1) \$ 15,156.92

Deduct: Finance Charge Rebate (2) \$ 0.00

Balance less Finance Charge Rebate (1 - 2) (3) \$ 15,156.92

Deduct: gross proceeds of the sale (4) \$ 12,000.00

Balance less gross proceeds of the sale (3 - 4) (5) \$ 3,156.92

Add: Expenses of retaking and storing, and  
any attorneys' fees allowed by law, and  
expenses of reconditioning and selling. (6) \$ 566.90

Deduct: Insurance Premium Rebate (7) \$ 0.00

Other: (8) \$ 0.00

Deficiency\*\* (9) \$ 3723.82

Surplus\* (10) \$ N/A

The Surplus/Deficiency will change based on monies received by us (credits) or additional allowed expenses & interest added to your account (debits).

Surplus\* or Deficiency\*\*

\* If the sale resulted in a surplus, a refund for the difference will be mailed to you.

\*\* If the sale resulted in a deficiency, you should immediately remit the amount shown on line 9 to the address for payments shown below.

For additional information call or write:

Ford Motor Credit Company  
P.O. BOX 6508  
MESA ARIZONA 85216-6508  
(800) 732-2264

Mail deficiency payment to:

Ford Motor Credit Company  
DEPT 194101  
P.O. BOX 55000  
DETROIT MI 48255-1941

**FILED**

NOV 18 2005

William A. Shaw  
Prothonotary

# CIVIL COVER SHEET AND ENTRY OF APPEARANCE

## Clearfield County Court of Common Pleas

1. Case Caption:

Court Term & No.

FORD MOTOR CREDIT COMPANY

v.

PAULARAE GALLAHER

☐ Jury  
☐ Non Jury  
☐ Arbitration  
(\$0-\$50,000)

2a. Plaintiff(s)  
(Name and address)

2b. Defendant(s)  
(Name and address)

FORD MOTOR CREDIT COMPANY  
P.O. Box 6058  
Mesa, AZ 85216

PAULARAE GALLAHER  
151 GRAHAM RD  
WOODLAND, PA 16881

**FILED**

NOV 18 2005

William A. Shaw  
Prothonotary

3a- Related Cases? ☐ Yes ☒ No  
If yes, show Caption and Case Numbers

3b. Case Subject to Coordination Order? ☐ Yes ☒ No  
If yes, show Caption and Date of Order

### 4. Entry of Appearance

To the Office of Judicial Support:

Kindly enter my appearance on behalf of FORD MOTOR CREDIT COMPANY, (a) plaintiff in this action. Papers may be served at the address set forth below.

Thomas R. Dominczyk, Esq.  
Attorney for party named above (Please print)

Address: Maurice & Needleman, P.C.

85248  
Attorney I.D. Number

935 One Penn Center

Philadelphia, PA 19103

Telephone: ( 215 ) 789-7151 Fax: ( 215 ) 563-8970

E-mail: \_\_\_\_\_

10/20/05  
Date

  
Attorney Signature

Reverse side must be completed

FILED

NOV 18 2005

William A. Shaw  
Prothonotary

MAURICE & NEEDLEMAN, P.C.

BY: Joann Needleman, Esq.

Attorneys for Plaintiff

Identification No. 74276

Thomas R. Dominczyk, Esq.

Identification No. 85248

935 One Penn Center

1617 John F. Kennedy Blvd

Philadelphia, PA 19103

(215) 789-7151

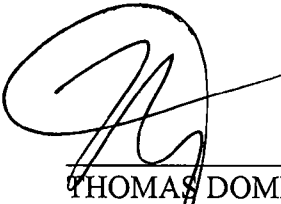
FORD MOTOR CREDIT COMPANY Plaintiff	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	Case No. 2005-1812-Cd
PAULARAE GALLAHER Defendant(s).	

**PRAECIPE TO SUBSTITUTE VERIFICATION**

TO THE PROTHONOTARY:

Kindly substitute the verification of the Plaintiff, Ford Motor Credit Company, for that of the verification previously filed.

Respectfully submitted,  
**MAURICE & NEEDLEMAN, P.C.**



THOMAS DOMINCZYK ESQ  
Attorney for Plaintiff

Date: 1/13/06

**FILED**

JAN 17 2006

val 1:00/11

William A. Shaw  
Prothonotary/Clerk of Courts

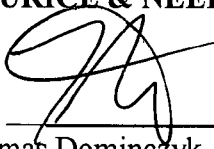
1 CENT to ATT

**CERTIFICATE OF SERVICE**

I, Thomas Dominczyk, Esq. hereby certify that on this date I have caused a true and correct copy of the foregoing Praecept to Substitute Verification on behalf of Ford Motor Credit Company, to be served by regular, first class mail, postage pre-paid upon:

PAULARAE GALLAHER  
151 Graham Rd  
Woodland, Pa 16881

Respectfully Submitted,  
**MAURICE & NEEDLEMAN, P.C.**

BY:   
Thomas Dominczyk, Esquire  
Attorney for Plaintiff

DATED: 1/13/06



VERIFICATION

I, Barbara Buckwalter verify that I am the Authorized Representative for Plaintiff, Ford Motor Credit Company, and are duly authorized to take this verification on its behalf; that statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

These statements are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

BY: Barbara Buckwalter

DATE: November 18, 2005

PAULARAE GALLAHER  
Our file no. 1341  
48063000000023927143

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101020  
NO: 05-1812-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: FORD MOTOR CREDIT COMPANY  
vs.  
DEFENDANT: PAULARAE GALLAHER

SHERIFF RETURN

NOW, December 06, 2005 AT 10:18 AM SERVED THE WITHIN COMPLAINT ON PAULARAE GALLAHER DEFENDANT AT 151 GRAHAM ROAD, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PAULARAE GALLAHER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED  
019:1481  
MAR 01 2006  
LM

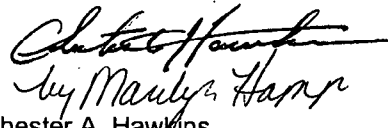
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MAURICE	2085	10.00
SHERIFF HAWKINS	MAURICE	2085	22.85

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

  
Chester A. Hawkins  
Sheriff

MAURICE & NEEDLEMAN, P.C.  
BY: Joann Needleman, Esq.  
Identification No. 74276  
Thomas R. Dominczyk, Esq.  
Identification No. 85248  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7154

Attorneys for Plaintiff

FORD MOTOR CREDIT COMPANY Plaintiff	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	CASE NO. 2005-1812-cd
PAULARAE GALLAHER Defendant(s)	

**PRAECIPE TO ENTER JUDGMENT**

TO THE PROTHONOTARY:

No answer having been filed in the above Civil Action, kindly enter Judgment in favor of Plaintiff, and against Defendant, PAULARAE GALLAHER in the amount as follows:

Principal Amount	\$ 3723.82
Interest to Date	\$ 351.49
Costs	\$ 185.00
Attorneys Fees	\$ 0.00

**TOTAL      \$ 4260.30**

MAURICE & NEEDLEMAN, P.C.

BY:

THOMAS DOMINCZYK, ESQ.  
Attorney for Plaintiff

**FILED** 1cc & Notice  
m/2:09301 to Def.  
MAR 24 2006 Statement to  
Atty  
William A. Shaw  
Prothonotary/Clerk of Courts Atty pd. 20.00  
(6R)

MAURICE & NEEDLEMAN, P.C.

Attorneys for Plaintiff

BY: Joann Needleman, Esq.

Identification No. 74276

Thomas R. Dominczyk, Esq.

Identification No. 85248

935 One Penn Center

1617 John F. Kennedy Blvd

Philadelphia, PA 19103

(215) 789-7154

FORD MOTOR CREDIT COMPANY Plaintiff	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	CASE NO. 2005-1812-cd
PAULARAE GALLAHER Defendant(s)	

**AFFIDAVIT OF MAIL SERVICE**

STATE OF NEW JERSEY

:

SS.

COUNTY OF SOMERSET

:

THOMAS DOMINCZYK, ESQUIRE, being duly sworn according to law, deposes and says that she is an attorney at law and that on 01/06/2006(date) he/she mailed a written Notice of Intention to File the Praecipe to Defendant, PAULARAE GALLAHER , at 151 GRAHAM RD , WOODLAND, PA 16881 by certified mail, article nos. 7155 5474 4100 3617 9085. Copies of the receipts evidencing said mailing are attached hereto.

A copy of the signed green card evidencing receipt of said mailing is attached hereto as well.

MAURICE & NEEDLEMAN, P.C.

BY:

THOMAS DOMINCZYK, ESQ.

Attorney for Plaintiff

SWORN TO AND SUBSCRIBED

before me this 23<sup>rd</sup> day

of February, 2006.

*Sumitry L. Papera*  
Notary Public

A NOTARY PUBLIC OF NEW JERSEY

My Commission Expires 11/01/2009

MAURICE & NEEDLEMAN, P.C.  
BY: Joann Needleman, Esq.  
Identification No. 74276  
Thomas R. Dominczyk, Esq.  
Identification No. 85248  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7154

Attorneys for Plaintiff

FORD MOTOR CREDIT COMPANY Plaintiff	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	CASE NO. 2005-1812-cd
PAULARAE GALLAHER Defendant(s)	

**CERTIFICATION OF NOTICE TO ENTER DEFAULT JUDGMENT**

It is hereby certified that a written Notice of Intention to File the Praecept was mailed on 01/06/2006 to Defendant, PAULARAE GALLAHER , against whom judgment is to be entered after the default occurred and at least ten (10) days prior to the date of the filing of the Praecept. A copy of said Notice dated 01/06/2006, a copy of the receipt for certified mailing to the Defendant and affidavits of service of said notice are all attached hereto.

MAURICE & NEEDLEMAN, P.C.

BY:



THOMAS DOMINCZYK, ESQ.  
Attorney for Plaintiff

MAURICE & NEEDLEMAN, P.C.  
BY: Joann Needleman, Esq.  
Identification No. 74276  
Thomas R. Dominczyk, Esq.  
Identification No. 85248  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7154

Attorneys for Plaintiff

FORD MOTOR CREDIT COMPANY Plaintiff	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	CASE NO. 2005-1812-cd
PAULARAE GALLAHER Defendant(s)	

**CERTIFICATION OF ADDRESSES**

It is hereby certified that the parties have the following addresses:

Plaintiff: FORD MOTOR CREDIT COMPANY  
P.O. Box 6058  
MESA AZ 85216

Defendant: PAULARAE GALLAHER ,  
151 GRAHAM RD ,  
WOODLAND, PA 16881

MAURICE & NEEDLEMAN, P.C.

BY:



THOMAS DOMINCZYK, ESQ.  
Attorney for Plaintiff

MAURICE & NEEDLEMAN, P.C.  
BY: Joann Needleman, Esq.  
Identification No. 74276  
Thomas R. Dominczyk, Esq.  
Identification No. 85248  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7154

Attorneys for Plaintiff

FORD MOTOR CREDIT COMPANY Plaintiff	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	CASE NO. 2005-1812-cd
PAULARAE GALLAHER Defendant(s)	

**AFFIDAVIT OF NON-MILITARY SERVICE**


STATE OF NEW JERSEY  
COUNTY OF SOMERSET

:  
:  
: SS.  
:

THOMAS DOMINCZYK, ESQUIRE, being duly sworn according to law, deposes and says that she represents the Plaintiff in the above entitled case and that Defendant, PAULARAE GALLAHER, is over 18 years of age; the occupation of Defendant is unknown and to the best of Plaintiff's knowledge, information and belief, Defendant is not in the military service of the United States, nor any State of Territory thereof or its Allies as defined in the Soldiers' and Sailors' Civil Relief Act of 1940 and the amendments thereto.

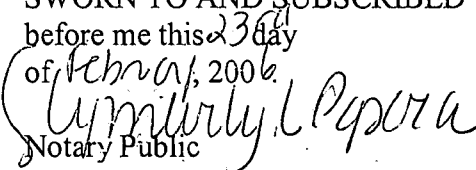
MAURICE & NEEDLEMAN, P.C.

BY:

  
THOMAS DOMINCZYK, ESQ.  
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED

before me this 23<sup>rd</sup> day  
of February, 2006.

  
Notary Public

KYMBERLY L. PAPER

A NOTARY PUBLIC OF NEW JERSEY

My Commission Expires 11/01/2009



Suite 935, One Penn Center  
1617 John F. Kennedy Blvd.  
Philadelphia, PA 19103  
tel. 215.665.1133  
fax 215.563.8970

www.mnlawpc.com

Donald S. Maurice  
Member NJ Bar  
Board Certified  
Creditors' Rights Law  
American Board of Certification

Joann Needleman  
Member PA & NJ Bar

Thomas R. Dominczyk  
Member NJ & PA Bar

U.S. Postal Service  
Certified Mail Receipt

ARTICLE NUMBER  
7155 5474 4100 3617 9085

**FEES**  
Postage per piece \$0.37  
Certified Fee 2.30  
Return Receipt Fee 1.75  
**Total Postage & Fees: \$4.42**

**ARTICLE ADDRESS TO:**  
PAULARAE GALLAHER  
151 GRAHAM RD  
WOODLAND PA 16881-9021

Postmark  
Here

January 6, 2006

**VIA CERTIFIED MAIL**  
PAULARAE GALLAHER  
151 GRAHAM RD  
WOODLAND, PA 16881

RE: FORD MOTOR CREDIT COMPANY v. PAULARAE  
GALLAHER  
CLEARFIELD COUNTY COURT OF COMMON  
PLEAS, CASE NO. 2005-1812-cd

Dear PAULARAE GALLAHER:

Enclosed please find a ten (10) day notice of default which is self-explanatory. This is being served upon you due to your failure to respond to Plaintiff's Complaint served upon you on 12/06/2005. Unless an answer to Plaintiff's Complaint is filed with the Court within ten (10) days from the date of this notice, a default judgment may be entered against you.

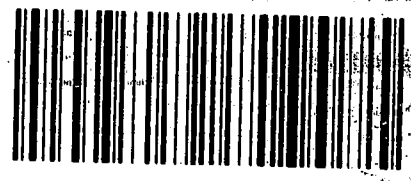
If you would like to discuss a resolution to this matter, please call our office at 908-575-0220 ex. 21.

Thank you for your prompt attention to this matter.

DONALD MAURICE  
250 STATE ROUTE 28 STE 203  
BRIDGEWATER, NJ 08807

PS Form 3800, 2/04

**CERTIFIED MAIL**



7155 5474 4100 3617 9085

RETURN RECEIPT REQUESTED

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature of Addressee on Delivery  
*Paula Rae Gallaher*  
X PAULARAE GALLAHER

B. Received By: (Please Print Clearly)

C. Date of Delivery  
*1-6-06*

D. Addressee's Address (If Different From Address Used by Sender)

Secondary Address / Suite / Apt. / Floor (Please Print Clearly)

Delivery Address

City State ZIP + 4 Code

Article Addressed To:

*1341*

PAULARAE GALLAHER  
151 GRAHAM RD  
WOODLAND PA 16881-9021

**IT TO COLLECT A  
ED WILL BE USED  
T COLLECTOR**



MAURICE & NEEDLEMAN, P.C.

Attorneys for Plaintiff

BY: Joann Needleman, Esq.

Identification No. 74276

Thomas R. Dominczyk, Esq.

Identification No. 85248

935 One Penn Center

1617 John F. Kennedy Blvd

Philadelphia, PA 19103

(215) 789-7151

FORD MOTOR CREDIT COMPANY Plaintiff	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	CASE NO. 2005-1812-cd
PAULARAE GALLAHER  Defendant(s)	

**IMPORTANT NOTICE**

**TO: PAULARAE GALLAHER  
151 GRAHAM RD  
WOODLAND, PA 16881**

**DATE: January 6, 2006**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO FILE AN ANSWER IN THIS CASE. UNLESS YOU TAKE ACTION WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR RIGHTS TO DEFEND AND THEREBY LOSE PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

PENNSYLVANIA BAR ASSOCIATION  
LAWYER REFERRAL SERVICE  
P.O. Box 186, Harrisburg, PA 17108  
(717) 238-6807 or (800) 692-7375

MAURICE & NEEDLEMAN, P.C.

BY

THOMAS DOMINCZYK, ESQ  
Attorney for Plaintiff

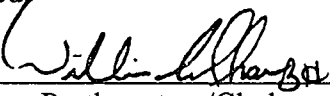
MAURICE & NEEDLEMAN, P.C.  
BY: Joann Needleman, Esq.  
Identification No. 74276  
Thomas R. Dominczyk, Esq.  
Identification No. 85248  
935 One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7154

Attorneys for Plaintiff

CCFY

FORD MOTOR CREDIT COMPANY Plaintiff	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.	CASE NO. 2005-1812-cd
PAULARAE GALLAHER Defendant(s)	

- (X) Notice is hereby given that a judgment in the above-captioned matter has been entered against you in the amount of \$4260.30 on 3/24/06
- ( ) A copy of all documents filed with the Prothonotary in support of the within judgment is enclosed

  
Prothonotary/Clerk

by: \_\_\_\_\_

If you have any questions regarding this matter, please contact the filing party:

Name: THOMAS DOMINCZYK, Esquire

Address: Suite 935, One Penn Center at Suburban Station  
1617 J.F.K. Boulevard  
Philadelphia, PA 19103

Telephone No.: 215-789-7154

(This Notice is given in accordance with Pa.R.C.P. §236)

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

CC-1

Ford Motor Credit Company  
Plaintiff(s)

No.: 2005-01812-CD

Real Debt: \$4,260.30

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Paularae Gallaher  
Defendant(s)

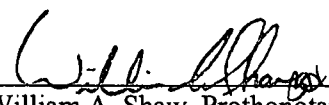
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 24, 2006

Expires: March 24, 2011

Certified from the record this 24th day of March, 2006.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

MAURICE & NEEDLEMAN, P.C.

BY: Joann Needleman, Esq.

Attorneys for Plaintiff

Identification No. 74276

935 One Penn Center

1617 John F. Kennedy Blvd

Philadelphia, PA 19103

(215) 789-7151

FORD MOTOR CREDIT COMPANY

Plaintiff,

v.

PAULARAE GALLAHER

Defendant(s).

CLEARFIELD COUNTY COURT OF  
COMMON PLEAS

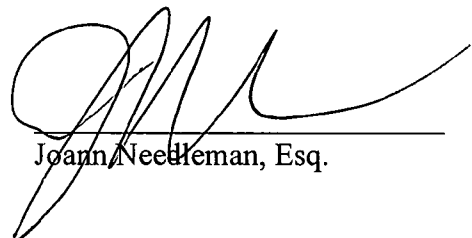
Case No. 2005-1812-Cd

**CERTIFICATE**

**PREREQUISITE TO SERVICE OF SUPOENA PURSUANT TO RULE 4009.22**

As a prerequisite to service of subpoena for documents and things pursuant to Rule 4009.22, Plaintiff, FORD MOTOR CREDIT COMPANY, certifies that:

- (1) a notice of intent to serve subpoena with a copy of the subpoena attached thereto was mailed or delivered to each party at least (20) twenty days prior to the date on which the subpoena is sought to be served;
- (2) a copy of the notice of intent, including the proposed subpoena, is attached to this certificate;
- (3) no objection to the subpoena has been received; and
- (4) the subpoena which will be served is identical to the subpoena which is attached to the notice of intent to serve subpoena.



Joann Needleman, Esq.

Date: May 8, 2007

**FILED** *no cc*

*3/11/17/2007*  
**MAY 11 2007**

William A. Shaw  
Prothonotary/Clerk of Courts



April 20, 2007

Attorneys at Law  
Suite 935, One Penn Center  
1617 John F. Kennedy Blvd.  
Philadelphia, PA 19103  
tel. 215.665.1133  
fax 215.563.8970

[www.mnlawpc.com](http://www.mnlawpc.com)

Donald S. Maurice  
Member NJ Bar  
Board Certified  
Creditors' Rights Law  
American Board of Certification

Joann Needleman  
Member PA & NJ Bar

Thomas R. Dominczyk  
Member NJ, NY & PA Bar

PAULARAE GALLAHER  
151 GRAHAM RD  
WOODLAND, PA 16881

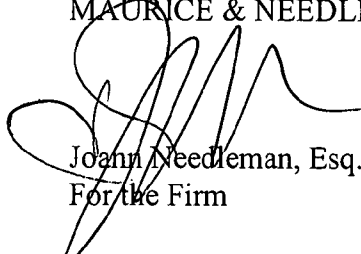
RE: FORD MOTOR CREDIT COMPANY v. PAULARAE  
GALLAHER  
CLEARFIELD COUNTY COURT OF COMMON PLEAS 2005-  
1812-cd

Dear Ms GALLAHER:

Enclosed please find Notice pursuant to Pa.R.C.P. §4009.24 advising you of Plaintiff's intention to serve subpoena upon 1<sup>st</sup> Premier Bank. A copy of the subpoena is attached and which will have the Prothonotary's seal upon service to 1<sup>st</sup> Premier Bank.

Thank you for your attention to this matter.

Very Truly Yours,  
MAURICE & NEEDLEMAN, P.C.



Joann Needleman, Esq.  
For the Firm

JN/ce

Enc.

New Jersey Office  
MAURICE & NEEDLEMAN, P.C.  
250 Route 28 West  
Suite 203  
Bridgewater, NJ 08807  
tel. 908.575.0220  
fax 908.575.0632

MAURICE & NEEDLEMAN, P.C.  
By: Joann Needleman, Esq.  
Identification No. 74276  
Suite 935, One Penn Center  
1617 John F. Kennedy Blvd  
Philadelphia, PA 19103  
(215) 789-7161

Attorney for Plaintiff

FORD MOTOR CREDIT COMPANY Plaintiff, v. PAULARAE GALLAHER Defendant(s).	CLEARFIELD COUNTY COURT OF COMMON PLEAS  Case No. 2005-1812-Cd
---	---

**NOTICE OF INTENT TO SERVE SUBPOENA TO PRODUCE DOCUMENTS AND  
THINGS FOR DISCOVERY PURSUANT TO RULE 4009.21**

Plaintiff, FORD MOTOR CREDIT COMPANY, by and through its attorney, Joann Needleman, Esq., intends to serve a subpoena, identical to the one that is attached to this notice and which will be sealed by the Prothonotary. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the subpoena. If no objection is made the subpoena may be served.

Respectfully Submitted,  
**MAURICE & NEEDLEMAN, P.C.**

  
\_\_\_\_\_  
JOANN NEEDLEMAN, ESQ

Date: April 20, 2007

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

Ford Motor Credit Company  
Plaintiff(s)

Vs.

Paularae Gallaher  
Defendant(s)

No. 2005-01812-CD

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO  
RULE 4009.22

TO: 1st Premier Bank P.O. Box 5114, Sioux Falls, SD  
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to  
produce the following documents or things:

any & all account information for Customer account #  
461007415704 including credit application and last 3 payment  
stubs to your institution.  
(Address)

You may deliver or mail legible copies of the documents or produce things requested by  
this subpoena, together with the certificate of compliance, to the party making this request at the  
address listed above. You have the right to seek in advance the reasonable cost of preparing the  
copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty  
(20) days after its service, the party serving this subpoena may seek a court order compelling you  
to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Joann Needlman, Esq  
ADDRESS: 935 One penn Center  
Philadelphia, PA 19103  
TELEPHONE: 215 789 7154  
SUPREME COURT ID # 74276  
ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw  
Prothonotary/Clerk, Civil Division

W. A. Shaw  
Deputy

DATE: Monday, April 23, 2007  
Seal of the Court

**WILLIAM A. SHAW**  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA