

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

CLEARFIELD COUNTY COURT OF COMMON
PLEAS

Case No. 2005-1812-CO

Plaintiff,

v.

PAULARAE GALLAHER
151 Graham Rd
Woodland, Pa 16881

Defendant(s).

FILED

NOV 18 2005

mf 1.70/c
William A. Shaw
Prothonotary
1 cent to Attn
2 cent to Shtw

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 defendese 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 comparecencia escrita o en persona o con 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 IMMEDIATAMENTE.
SI NO TIENE ABOGADO O SI NO TIENE EL DINERO
SUFICIENTE DE PAGAR TAL SERVICO, 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

MAURICE & NEEDLEMAN, P.C.
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**ARBITRATION MATTER
ASSESSMENT OF DAMAGES
HEARING NOT REQUIRED**

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.
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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.



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)

PAULAREE 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	Gross Weight if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
N	00 FORD	F150	GVWR	1FTRX18W7YNC06934	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

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

ITEMIZATION OF PAYMENT 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 PONTIA \$ 7653.30	\$ 7775.00	\$ -121.70
Year and Make	Gross Allowance	Amount Owing
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	\$ N/A	
To FORD MOTOR CO. for DOC/NOTARY/ONLINE	\$ 40.00	
To FORD MOTOR CO. for SERVICE CONTRACT	\$ 75.00	
To SEN SYS SOLUTION for ONLINE REGISTRATION FEES	\$ N/A	
Total	\$ 1479.30	(4)
5. Amount Financed (3 plus 4)	\$ 26501.00	(5)

ANNUAL PERCENTAGE RATE				
FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price	
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 of \$ 3778.30	

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 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: *Paularee Gallaher* CO-BUYER: *Paularee Gallaher*

NOTICE TO BUYER: *Paularee Gallaher*

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.

Paularee Gallaher BUYER SIGNS *Paularee Gallaher* (CO) BUYER SIGNS

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

Buyer Signs *Paularee 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 *Paularee Gallaher* Title: *Paularee Gallaher*

INSURANCE

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 PAULAREE GALLAHER Premium Insured(s)

Signature(s)

Credit

Disability, *AMERICAN REPUBLIC* Insurer

\$ N/A PAULAREE GALLAHER Premium Insured

Signature

N/A Type of Insurance 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

QUESTIONS?

Ford Credit

Ford

PLEASE CALL US AT 1-800-727-7000

89-001

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 give 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 HEREBEFORE.

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.**

GURANTY

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 _____

FC 17637-SI APR 98 (Previous editions may NOT be used.)



FC 17637-SI APR 98

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 01-26-2005	Date of Contract 06-14-2000
Account Number: 023927143	
Buyer PAULARAE GALLAHER	
Cobuyer	
DESCRIPTION OF PROPERTY	
Year 2000	Make FORD
<input checked="" type="checkbox"/> New <input type="checkbox"/> Used	
Vehicle Identification Number: 1FTRX18W7YNC06934	
Model F150	Body 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: <u>Repo Expenses</u>	\$ 200.00
	\$
	\$
Plus Late Charges	\$ 11.14
Less Finance Charge Rebate	\$
Less Insurance Premium Rebate	\$
TOTAL	\$ 15,356.92

(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.

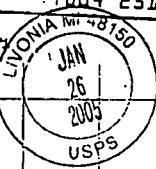
INSURANCE RIGHTS: If you don't want to get your property back, call the insurance company or the dealer/original creditor to make sure that any insurance has been cancelled. You have a right to get credit for all premium refunds.

DEBORAH L. HAWKINS

Name and Address of Sender		Check type of mail or service:	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										
LASON 38120 Amrhein Livonia, MI 48150		<input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Delivery Confirmation <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured	<input type="checkbox"/> Recorded Delivery (International) <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation		Postage	Face	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
Article Number	Address to (Name, Street, City, State, & ZIP Code)														
1.	W0125/20499759 ES036599341				7004 2510 0005 9608 8148	250									
2.	ERIC E. HUTCHINGS 505 S CONCORDIA REPUBLIC MO 65738				7004 2510 0005 9609 2817										
3.	W0125/20499758 P-036927390 JIN W. LEE 38-05 BROADWAY				7004 2510 0005 9609 2817										
4.	LONG ISLAND CITY NY 11103														
5.	W0125/20499759 JB037387611 JOAO SALVADOR 19 CHARLES ST SOUTH RIVER NJ 08882				7004 2510 0005 9609 2824										
6.	W0125/20499481 JJ017668388 JAMIE S. MACRI				7004 2510 0005 9609 2831										
7.	W0125/20499482 BP019842582 PATRICIA A. RIVET 265 ELLIS AVE STE 6 HERMITAGE PA 16148				7004 2510 0005 9609 2848										
8.															
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)											
See Privacy Act Statement on Reverse															

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen



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) \$ <u>15,156.92</u>
Deduct: Finance Charge Rebate			(2) \$ <u>0.00</u>
Balance less Finance Charge Rebate (1 - 2)			(3) \$ <u>15,156.92</u>
Deduct: gross proceeds of the sale			(4) \$ <u>12,000.00</u>
Balance less gross proceeds of the sale (3 - 4)			(5) \$ <u>3,156.92</u>
Add: Expenses of retaking and storing, and any attorneys' fees allowed by law, and expenses of reconditioning and selling.			(6) \$ <u>566.90</u>
Deduct: Insurance Premium Rebate			(7) \$ <u>0.00</u>
Other:			(8) \$ <u>0.00</u>
Deficiency**			(9) \$ <u>3723.82</u>
Surplus*			(10) \$ <u>N/A</u>

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
m 1:30/ NOV 18 2005
no c/c
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.

Address: Maurice & Needleman, P.C.

Attorney for party named above (Please print)

935 One Penn Center

85248

Attorney I.D. Number

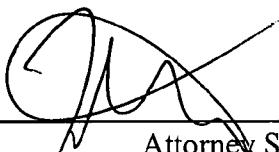
Philadelphia, PA 19103

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

E-mail: _____

10/20/05

Date



Attorney Signature

FILED

NOV 18 2005

William A. Shaw
Prothonotary

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

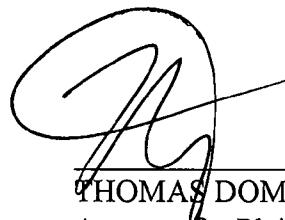
FORD MOTOR CREDIT COMPANY Plaintiff v. PAULARAE GALLAHER Defendant(s).	CLEARFIELD COUNTY COURT OF COMMON PLEAS Case No. 2005-1812-Cd
--	---

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 @
11:00 AM

William A. Shaw

Prothonotary/Clerk of Courts

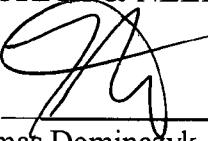
1 cent - 44c

CERTIFICATE OF SERVICE

I, Thomas Dominczyk, Esq. hereby certify that on this date I have caused a true and correct copy of the foregoing Praeclipe 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
0/9/06
MAR 01 2006
W.M.
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
by Maurye Hawn*
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 v. PAULARAE GALLAHER Defendant(s)	CLEARFIELD COUNTY COURT OF COMMON PLEAS CASE NO. 2005-1812-cd
---	---

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
100% Notice
to Def.
MAR 24 2006 Statement to
Atty

William A. Shaw
Prothonotary/Clerk of Courts

Atty pd 20.00

(610)

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

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 Praeclipe to Defendant, PAULARAE GALLAHER , at151 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 23rd day
of January, 2006.

BERYL L. PAPER
Notary Public BERYL L. PAPER
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 v. PAULARAE GALLAHER Defendant(s)	CLEARFIELD COUNTY COURT OF COMMON PLEAS CASE NO. 2005-1812-cd
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CERTIFICATION OF NOTICE TO ENTER DEFAULT JUDGMENT

It is hereby certified that a written Notice of Intention to File the Praeclipe 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 Praeclipe. 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

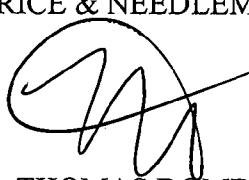
It is hereby certified that the parties have the following addresses:

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

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF NEW JERSEY :
: SS.
COUNTY OF SOMERSET :
:

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.

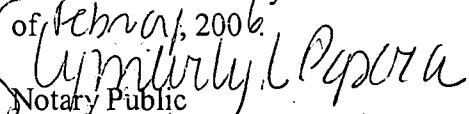
BY:


THOMAS DOMINCZYK, ESQ.
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED

before me this 23rd day

of February, 2006.


Notary Public

KYMBERLY L. PAPER

A NOTARY PUBLIC OF NEW JERSEY

My Commission Expires 11/01/2009

MAURICE &
NEEDLEMAN

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

January 6, 2006

U.S. Postal Service
Certified Mail Receipt

ARTICLE NUMBER
7155 5474 4100 3617 9085

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

FEES
Postage per piece
Certified Fee
Return Receipt Fee

\$0.37
2.30
1.75

Total Postage & Fees:

\$4.42

Postmark
Here

VIA CERTIFIED
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.

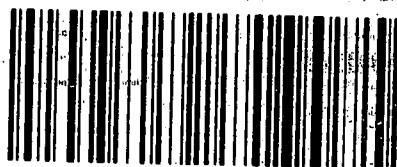
If you would like to discuss a resolution to this matter, please call our office at 908-575-0220 ex. 21.

Thank you for your prompt attention to this matter.

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

PS Form 3600-2014

CERTIFIED MAIL



7155 5474 4100 3617 9085

RETURN RECEIPT REQUESTED

COMPLETE THIS SECTION ON DELIVERY

A. Signatures / B. Addressee on Delivery

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:

341

PAULARAE GALLAHER
151 GRAHAM RD
WOODLAND PA 16881-9021

I TO COLLECT A
ID WILL BE USED
T COLLECTOR

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

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

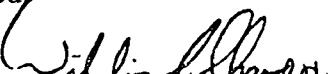
Attorneys for Plaintiff

CCRY

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

(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

CCJY

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)

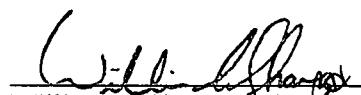
Entry: \$20.00

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.
Identification No. 74276
935 One Penn Center
1617 John F. Kennedy Blvd
Philadelphia, PA 19103
(215) 789-7151

Attorneys for Plaintiff

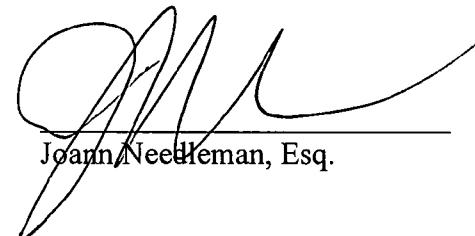
FORD MOTOR CREDIT COMPANY Plaintiff, v. PAULARAE GALLAHER Defendant(s).	CLEARFIELD COUNTY COURT OF COMMON PLEAS Case No. 2005-1812-Cd
---	---

CERTIFICATE

PREREQUISITE TO SERVICE OF SUBPOENA 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*
MAY 11 2007
MAY 11 2007
cm

William A. Shaw
Prothonotary/Clerk of Courts

MAURICE &
NEEDLEMAN

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

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

April 20, 2007

PAULARAE GALLAHER
151 GRAHAM RD
WOODLAND, PA 16881

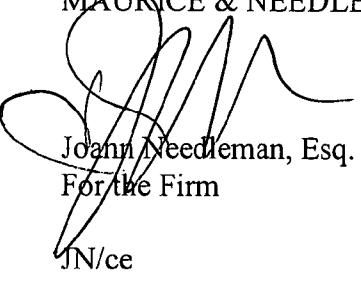
RE: FORD MOTOR CREDIT COMPANY v. PAULARAE
GALLAHER
CLEARFIELD COUNTY COURT OF COMMON PLEAS 2005-
1812-cd

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 1st Premier Bank. A copy of the subpoena is attached and which will have the Prothonotary's seal upon service to 1st 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.

*

No. 2005-01812-CD

Paularae Gallagher

*

Defendant(s)

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.

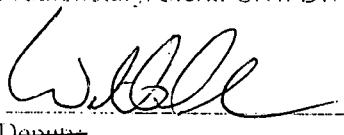
If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

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

NAME: Joann Needlenen, 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


Deputy

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

DATE: Monday, April 23, 2007

Seal of the Court