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PA ID #69006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY,

Plaintiff,

V.

MICHAEL D. PASH d/b/a
M&C TRUCKING,

Defendant.

NO. 06-350-CD

COMPLAINT IN CIVIL ACTION

Filed on behalf of:
Ford Motor Credit Company,
Plaintiff

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

PASH, MICHAEL 2800.4206.wpd

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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY,)	
)	NO.
Plaintiff,)	
)	
v.)	
)	
MICHAEL D. PASH d/b/a)	
M&C TRUCKING,)	
)	
Defendant.)	

NOTICE TO DEFEND

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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**Lawyer Referral Service
David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 Ext. 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY,)	
)	NO.
Plaintiff,)	
)	
v.)	
)	
MICHAEL D. PASH d/b/a)	
M&C TRUCKING,)	
)	
Defendant.)	

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, FORD MOTOR CREDIT COMPANY, by and through its attorney, GREGG L. MORRIS, ESQUIRE and the law offices of PATENAUDE & FELIX, A.P.C and files the following **Complaint in Civil Action**, and in support thereof aver as follows:

1. Plaintiff, Ford Motor Credit Company, is a corporation with offices at 575 East Swedesford Road, Suite 100, Wayne, Pennsylvania 19087.
2. Defendant is Michael D. Pash d/b/a M&C Trucking, an adult individual, who is believed to currently reside at 176 Clearfield Street, Grassflat, PA 16839.
3. On or about November 22, 2000, the aforesaid Defendant entered into a written automobile lease agreement (hereinafter "Lease") for personal property. A true and correct copy of the Lease is attached hereto, marked as Plaintiff's Exhibit "1" and incorporated by reference.
4. Plaintiff is the holder of the lease and is entitled to payment under the terms thereof.
5. Defendant is in default for failing to pay in accordance with the terms of the Lease, and Plaintiff sustained a loss as a direct and proximate result of Defendant's breach.
6. The outstanding balance due from Defendant to Plaintiff is \$33,656.55 plus interest at the legal rate of per annum from November 17, 2005.

7. Plaintiff avers that Defendant defaulted under the Lease by failing to make payments to Plaintiff as promised.

8. Despite repeated requests, Defendant has willfully failed and/or refused to pay the aforesaid sum due.

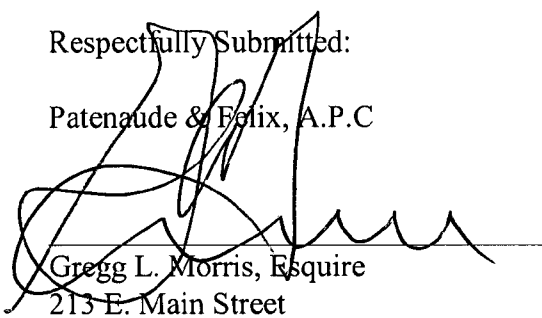
9. The terms of the Lease provide that Defendant will pay Plaintiff's reasonable attorney's fees.

10. Plaintiff avers that such attorney's fees will amount to \$4,500.00.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of \$33,656.55, interest from the date of breach, reasonable attorney's fees in the amount of \$4,500.00 with continuing interest thereon at the legal rate from the date of Judgment plus costs. The damages requested are less than the maximum amount for compulsory arbitration as set by the Court.

Respectfully Submitted:

Patenaude & Felix, A.P.C



Gregg L. Morris, Esquire

213 E. Main Street

Carnegie, PA 15106

(412) 429-7675

**COMMERCIAL LEASE
MASTER LEASE AGREEMENT (TRAC)**

THIS MASTER LEASE AGREEMENT (TRAC) (this "Lease Agreement"), is between MICHAEL D. PASH DBA M&C TRUCKING ("Lessee") of POX 66 CLEARFIELD ST, GRASSFLAT, PA 16839, a CORPORATION organized under the laws of PA, and FORD MOTOR CREDIT COMPANY ("Lessor"). In consideration of the mutual promises and undertakings set forth herein, the receipt and sufficiency thereof are hereby acknowledged, Lessor and Lessee agree as follows:

- 1. LEASED VEHICLES.** Lessor agrees to purchase and lease to Lessee, and Lessee agrees to lease from Lessor, the vehicles, including all modifications, alterations or additions thereto (the "Leased Vehicles"), described in one or more Supplements ("Supplement(s)") attached hereto, subject to the terms and conditions of this Lease Agreement and the applicable Supplement. Lessee shall reimburse Lessor for any costs incurred by Lessor in connection with any vehicles ordered by Lessee for lease hereunder, but not accepted by Lessee upon delivery for any reason.
- 2. CHARGES.** (a) Charges. In accordance with this Lease Agreement, Lessee shall pay to Lessor all charges, reimbursements or payments (collectively, the "Charge(s)") for the lease of each Leased Vehicle, including the periodic lease charge (the "Lease Charge") set forth in the applicable Supplement. Lessee may retain any and all volume discounts, fleet rebates and dealer incentives it receives from manufacturers or vendors for leasing the Leased Vehicles, with no obligation to account to Lessor for such incentive payments, unless otherwise agreed in writing by Lessor and Lessee.
(b) Billing and Payments. During the Lease Term, Lessor will bill Lessee for the Lease Charge and all other Charges when due and payable. All Lease Charges will be due on the Payment Due Day for the applicable period, as specified in the applicable Supplement. If Lessee fails to pay any Charge when due, Lessee will pay to Lessor, as an additional Charge, a late charge equal to the lesser of (1) 1.25% of such overdue Charge for each month or partial month the Charge is past due, or (2) the maximum rate permitted by applicable law. Lessee shall pay to Lessor or its assignee, as directed by Lessor, all Charges payable under this Lease Agreement without further notice or demand. Lessee's obligations to Lessor or its assignee under this Lease Agreement, including without limitation payment of all Charges, shall not be subject to any reduction, abatement, defense, counterclaim, set off or recoupment which Lessee may now or hereafter have against Lessor or such assignee.
- 3. TERM AND TERMINATION.** (a) Lease Term. The lease term ("Lease Term") for each Leased Vehicle will commence on the date the Leased Vehicle is delivered to Lessee, and unless terminated under Paragraphs 11 or 13, shall expire on the later of (1) the last day of the Term specified in the applicable Supplement, or (2) the day such Leased Vehicle is returned to Lessor in accordance with Paragraph 10. Lessor and Lessee may extend the Lease Term for a Leased Vehicle at the applicable Lease Charge by mutual written agreement.
(b) Termination of Lease Agreement. The term of this Lease Agreement shall commence on the date hereof and shall continue until terminated by either party upon ten days prior written notice to the other of the effective date of such termination (the "Termination Date"); provided, however, the terms and conditions of this Lease Agreement and the obligations of Lessee hereunder and any Supplement(s) with respect to Leased Vehicles leased prior to the Termination Date shall remain in full force and effect until all such obligations have been fulfilled. At any time and in its sole discretion, Lessor shall have the right to terminate, rescind or suspend this Lease Agreement with respect to the lease of any additional vehicles, to require the satisfaction of any additional or modified conditions precedent to any lease of any additional vehicles, and to determine the extent, if any, to which Lessor will lease additional vehicles to Lessee under this Lease Agreement.
- (c) Termination of Leased Vehicle. The termination or expiration of the lease of a Leased Vehicle shall apply solely to that Leased Vehicle and will not result in the termination of this Lease Agreement or the lease of any other Leased Vehicles hereunder, and the rights and obligations of Lessor and Lessee under this Lease Agreement and the Supplement(s) hereto shall continue in full force and effect with respect to the remaining Leased Vehicles subject to this Lease Agreement.
- 4. REGISTRATION AND TAXES.** (a) Registration of Leased Vehicles. Lessee shall, at its expense, register, title and license each Leased Vehicle in the manner prescribed by Lessor so as to maintain Lessor's ownership and insurable interest in the Leased Vehicle and forward such title to Lessor at FORD MOTOR CREDIT COMPANY, COMMERCIAL LENDING SERVICES, P.O. BOX 1581, KING OF PRUSSIA, PA 19406.
(b) Taxes. Lessor will determine and pay the Federal Highway Use Tax ("FHUT") relating to the Leased Vehicles and will bill Lessee for the FHUT paid. Lessee will promptly reimburse Lessor for all FHUT as an additional Charge under this Lease Agreement. The Lease Charge excludes all sales and use taxes. Lessee will pay, or reimburse Lessor, as the case may be, for any sales and use taxes relating to the Leased Vehicles and any Charges under this Lease Agreement. Subject to the preceding provisions with respect to the FHUT, Lessee will determine and pay all fees, assessments, taxes and expenses whatsoever with respect to each Leased Vehicle and/or required by the business of Lessee or resulting from Lessee's operation and use of the Leased Vehicles, including without limitation excise taxes, property taxes, overweight permits, mileage taxes, ton mileage taxes, fuel taxes, license fees and highway and bridge tolls. Lessee will file all reports relating to such fees, assessments and taxes.
- 5. OPERATION OF LEASED VEHICLES.** (a) Alterations. Lessee shall equip all Leased Vehicles in a manner approved by Lessor. Lessee shall not make any additions, alterations or modifications to the Leased Vehicles during the Lease Term, except for additions to a Leased Vehicle which are approved in writing by Lessor and are readily removable without any damage to the Leased Vehicle.
(b) Use of Leased Vehicles. Lessee shall use all Leased Vehicles in its business and in accordance with the terms and conditions of this Lease Agreement and all applicable governmental and insurer requirements and limitations. Each Leased Vehicle will be operated by a properly licensed employee or agent of Lessee subject to Lessee's exclusive direction and control. Lessee will not allow the Leased Vehicles to be operated (1) by a driver in possession or under the influence of alcohol or any drug which may impair his

EXHIBIT "1"

COMMERCIAL LEASE MASTER LEASE AGREEMENT (TRAC)

ability to operate the Leased Vehicle, (2) in a reckless or abusive manner, (3) on a flat tire, (4) improperly loaded, or loaded beyond the licensed weight recommend by the manufacturer of the Leased Vehicle, (5) to transport Hazardous Materials as defined in 49 CFR 171.8, unless otherwise approved by Lessor in writing, or (6) off an improved road or highway. Lessee will not remove the Leased Vehicle from the United States for more than ninety (90) days during any twelve (12) month period without the prior written consent of Lessor.

- (c) Repair and Maintenance. Lessee will maintain, repair and service the Leased Vehicles at its own expense in accordance with the manufacturer requirements and recommendations, and will be responsible for all operating expenses of each Leased Vehicle, including, without limitation, gasoline, oil, grease, antifreeze, maintenance, adjustments and repairs and storage, fines, towing and servicing of the Leased Vehicles. Lessee will use, or authorize the use of, only manufacturer-approved replacement parts in the repair or maintenance of the Leased Vehicles.

6. **INSURANCE.** (a) Insurance Coverages. Lessee shall provide, or cause to be provided, on each Leased Vehicle during the Lease Term thereof insurance with coverage and amounts not less than the following:

Cars and Light Trucks

- A minimum of \$100,000 bodily injury per person,
- \$300,000 bodily injury per accident, \$50,000 property damage.
- Collision and Comprehensive Coverage with deductible not to exceed \$1,000

Medium and Heavy Truck

- A minimum of \$500,000 Combined Single Limit Liability per occurrence.
- Collision and Comprehensive Coverage with deductible not to exceed \$2,500

Tractors

- A minimum of \$1,000,000 Combined Single Limit Liability coverage per occurrence.
- Collision and Comprehensive coverage with deductible not to exceed \$2,500

Lessee, at its own expense, shall provide, or cause to be provided, any other insurance and post any bonds required by any governmental authority with respect to the operation of any Leased Vehicle and will include Lessor as a named insured in any and all cargo, transportation or floater insurance policies covering any loss or damage to any goods or other property transported by any Leased Vehicle, and Lessee releases Lessor for any loss or damage to such goods and property.

- (b) Insurance Policy Terms. Each insurance policy provided by Lessee pursuant to this Paragraph shall (1) insure Lessor, as owner and lessor of the Leased Vehicles, Lessee, and any person leasing or driving the Leased Vehicle with valid permission, (2) designate Lessor as both loss payee and additional insured on such policy without regard to any breach of warranty or other act or omission of Lessee and shall include a loss payable endorsement for the benefit of Lessor, and (3) require the insurer to notify Lessor promptly of any cancellation or material change to the policy for any reason and provide that such cancellation or change will not be effective as to Lessor for 20 days after receipt by Lessor of such notice.

All insurance policies for Leased Vehicles operated or located in the State of Florida shall comply with the requirements of Florida Statute 324.021(9)(b) and shall be endorsed to state that they provide at least the minimum split liability coverage limits of such statute. Pursuant to Florida Statute, Section 627.7263, Lessor and Lessee agree that the liability insurance or personal injury protection insurance of Lessee or other permitted operator of any Leased Vehicle located or operated in Florida shall be primary for the limits of liability and personal injury protection coverage required by Section 324.021(7) and 627.736, Florida Statutes.

- (c) Evidence of Insurance. Lessee shall deliver to Lessor certificates of insurance issued by its insurer evidencing the insurance coverages required by this Paragraph upon execution of this Lease Agreement hereof and evidencing each renewal of such coverages not less than 30 days prior to the expiration of the original policy or preceding renewal policy. In addition, at the request of Lessor, Lessee will provide copies of each such insurance policy and receipts or other evidence that the premiums thereon have been paid.

- (d) Insurance Claims. If any claim is made or action commenced for personal injury or death or property damage in connection with any Leased Vehicle, Lessee shall promptly notify Lessor and the insurer and furnish each with a copy of each process and pleading received in connection therewith and diligently defend against such claim or action and/or cooperate in the defense thereof. Lessee shall promptly furnish to the insurer a report of any accident involving a Leased Vehicle on the form acceptable to such insurer.

7. **LOSS OF LEASED VEHICLE.** (a) Risk of Loss. Lessee shall bear the entire risk of the Leased Vehicle(s) being lost, stolen, destroyed, damaged or otherwise rendered permanently unfit or unavailable for use. Lessee will reimburse Lessor for any loss of tools, tarpaulins, accessories, spare tires or any other equipment furnished by Lessor and for damage to a Leased Vehicle caused by any goods or property transported by such Leased Vehicle.

- (b) Total Loss of Leased Vehicle. In the event that a Leased Vehicle suffers a total loss or is stolen prior to the end of its Lease Term, Lessee shall pay Lessor an amount equal to (1) the Lease Charge for the period in which such loss or theft occurs, (2) any other Charges then due and owing, and (3) the Early Termination Value, as defined in Paragraph 11(a), for such Leased Vehicle as calculated by Lessor for the period in which such loss or theft occurs. Any insurance proceeds shall be for the account of Lessee to the extent of Lessee's payment pursuant to this Paragraph 7.

- (c) Partial Loss of Leased Vehicle. Lessee will immediately repair any damage to a Leased Vehicle. Lessor will make the proceeds of any insurance coverage available to Lessee for such repairs.

8. **PERFORMANCE BY LESSOR.** If Lessee fails for any reason to perform any of its obligations under this Lease Agreement, Lessor may (but shall not be obligated to) perform such obligations, without relieving Lessee of its obligation to do so. Lessee shall reimburse Lessor upon demand for any costs and expenses incurred by Lessor in connection with such performance as an additional Charge under this Lease Agreement.

9. **SALE OF LEASED VEHICLE.** (a) Conditions of Sale. Any sale of a Leased Vehicle by Lessor pursuant to Paragraphs 11, 12 or 13 shall be at wholesale and may be public or private and with or without notice to Lessee. Any such sale by Lessor and any sale by Lessee pursuant to Paragraphs 11 and 12 and shall be only for cash payable in full upon delivery of the Leased Vehicle and its title papers to the purchaser, and shall be on an "AS IS, WHERE IS, BASIS" WITH NO RECOURSE TO OR WARRANTY BY LESSOR. Lessee will not be entitled to any compensation for serving as Lessor's agent in connection with such sale.

COMMERCIAL LEASE MASTER LEASE AGREEMENT (TRAC)

(b) Definitions of Net Proceeds, Assumed Residual and Capitalized Cost. For purposes of this Lease Agreement, the term "Net Proceeds" shall mean the amount received by Lessor from the sale of the Leased Vehicle, less all expenses incurred by Lessor in selling the Leased Vehicle and all debts of Lessee which, if not paid, might constitute a lien on the Leased Vehicle or a liability of Lessor. The term "Assumed Residual" shall mean the assumed residual for such Leased Vehicle expressed as a percentage of Capitalized Cost as set forth in the applicable Supplement. The "Capitalized Cost" of a Leased Vehicle shall mean the amount advanced by Lessor to purchase such Leased Vehicle, including all modifications, alterations or additions and capitalized taxes.

10. RETURN OF LEASED VEHICLE. Upon the expiration or termination of the Lease Term of any Leased Vehicle, Lessee will return, at its own expense, such Leased Vehicle to a reasonable location designated by Lessor. Lessee shall return all unexpired license plates with each Leased Vehicle. At Lessor's request and on behalf of Lessor, Lessee shall store any Leased Vehicle for a period not to exceed thirty (30) days at Lessee's expense, other than for insurance coverage, which shall be provided by Lessor. If Lessor has not received title documents for the Leased Vehicle in order to permit sale of such Leased Vehicle or such Leased Vehicle is not returned to Lessor in accordance with this Paragraph 10, then Lessee will pay Lessor the then applicable Early Termination Value and Lessor will transfer all of its rights and title and interest in such Leased Vehicle to Lessee.

11. EARLY TERMINATION. (a) Calculation of Early Termination Value. The Early Termination Value for a Leased Vehicle for any particular period during the Lease Term will be equal to (1) the Capitalized Cost of such Leased Vehicle, plus (2) any Charges due and payable under the Lease Agreement with respect to the Leased Vehicle, plus (3) the applicable Early Termination Premium (as defined below), less (4) that part of the Lease Charges paid by Lessee with respect to the Leased Vehicle, which has been earned by Lessor on an actuarial basis. The term "Early Termination Premium" shall mean (x) an amount equal to seven percent of the Capitalized Cost of a Leased Vehicle if the termination occurs in the initial twelve months of the Lease Term, or (y) an amount equal to four percent of the Capitalized Cost of a Leased Vehicle if the terminations occurs after the initial twelve months of the Lease Term. The Early Termination Premium will not be applicable to any termination of the lease of a Leased Vehicle by Lessor pursuant to Paragraph 11(c).

(b) Sale by Lessee. Lessee may terminate the lease of any Leased Vehicle prior to the expiration of the Lease Term thereof by giving Lessor at least thirty (30) days prior written notice of its election to terminate such lease. After giving such notice of termination, at Lessor's option, Lessee shall attempt to sell such Leased Vehicle, as agent for Lessor, in an arm's length transaction to an unrelated purchaser in accordance with Paragraph 9. Upon such sale, the lease of such Leased Vehicle shall terminate and Lessee shall promptly notify Lessor and remit to Lessor the proceeds of such sale, any Lease Charges and other Charges due and owing through the date of termination and any additional Charges calculated in accordance with this Paragraph 11 (b). If the Net Proceeds of such sale are less than the applicable Early Termination Value for such Leased Vehicle on the date of termination,

Lessee shall pay to Lessor the deficiency as an additional Charge. If the Net Proceeds of such sale exceed the applicable Early Termination Value for such Leased Vehicle on the date of termination, Lessor shall pay or credit the excess to Lessee as a refund of Charges.

(c) Sale by Lessor. If Lessee is unable to sell the Leased Vehicle on behalf of Lessor within thirty (30) days of the date of such notice of termination, Lessee shall promptly deliver the Leased Vehicle to Lessor as provided in Paragraph 10, and Lessor shall attempt to sell such Leased Vehicle in accordance with Paragraph 9. The lease of such Leased Vehicle shall terminate upon the earlier to occur of (1) the date of such sale by Lessor, or (2) the date that is thirty (30) days after the date of delivery of the Leased Vehicle to Lessor. Upon the date of termination, Lessee shall pay Lessor an amount equal to any Lease Charges and other Charges then due and owing hereunder to the date of termination, and either (x) the excess, if any, of the applicable Early Termination Value for such Leased Vehicle over the Net Proceeds of any sale, if Lessor was able to sell the Leased Vehicle prior to the termination date, or (y) the applicable Early Termination Value, if Lessor was unable to sell such Leased Vehicle prior to the termination date.

(d) Other Disposition of Leased Vehicle. In lieu of attempting to sell the Leased Vehicle pursuant to Paragraph 11(b) or returning the Leased Vehicle to Lessor pursuant to Paragraph 11(c), Lessee, with the consent of Lessor, may dispose of such Leased Vehicle for its own account, and the lease of such Leased Vehicle shall terminate upon Lessee paying to Lessor the applicable Early Termination Value for such Leased Vehicle, plus any Lease Charges and other Charges then due and owing to the date of termination.

12. EXPIRATION OF LEASE. Upon the expiration of the Lease Term of a Leased Vehicle, at its option, Lessor may sell such Leased Vehicle in an arm's length transaction within thirty (30) days after expiration of its Lease Term or may appoint Lessee as Lessor's agent to sell such Leased Vehicle on Lessor's behalf in accordance with Paragraph 9. If Lessee, as Lessor's agent, sells the Leased Vehicle, Lessee shall remit to Lessor the proceeds from such sale, any Lease Charges and other Charges then due and owing, and any additional Charges determined in accordance with this Paragraph. If the Net Proceeds of such sale are less than the Assumed Residual for such Leased Vehicle, Lessee shall pay to Lessor the deficiency as an additional Charge. If the Net Proceeds of such sale exceed the Assumed Residual for such Leased Vehicle, Lessor shall pay or credit the excess to Lessee as a refund of Charges.

13. DEFAULT AND REMEDIES. (a) Events of Default. Lessor may terminate this Lease Agreement at any time with respect to any or all of the Leased Vehicles by written notice to Lessee upon the occurrence of any of the following events of default ("Event of Default"): (1) failure to pay any Charge or any other sum payable to Lessor hereunder and such failure continues for ten (10) days after written notice thereof to Lessee, or (2) failure or refusal by Lessee to operate the Leased Vehicles in accordance with this Lease Agreement and the applicable Supplement and such operation results in damage, excessive use or abuse of such Leased Vehicle, or (3) failure or refusal by Lessee to perform any other obligation of Lessee hereunder and such failure or refusal continues for thirty (30) days after written notice thereof to Lessee, or (4) any representation or warranty made by Lessee shall prove to be false or misleading in any material respect as of the date on which the same was made, or (5) the filing of any petition by or against Lessee under any bankruptcy or insolvency law or the assignment by Lessee of its assets, for the benefit of creditors or the

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appointment of any trustee or receiver for all or any part of Lessee's business or assets or the assignment (voluntary or involuntary) of Lessee's interest in any Leased Vehicle or the attachment of any lien or levy on any Leased Vehicle (unless such petition, assignment, appointment, or attachment is withdrawn or nullified within fifteen days thereafter).

(b) **Remedies of Lessor.** Upon termination by Lessor pursuant to Paragraph 13(a), Lessee shall deliver the Leased Vehicle(s) to Lessor the manner and condition required by Paragraph 10. If Lessee fails to return the Leased Vehicle(s), Lessor may repossess the same at any time wherever the Leased Vehicles may be located and may enter upon the premises of Lessee for the purpose of repossessing the Leased Vehicle(s). Lessor shall dispose of such returned or repossessed Leased Vehicle in accordance with Paragraph 9, and Lessee shall pay to Lessor an additional Charge calculated in accordance with Paragraph 11(c). Lessor shall hold and dispose of any repossessed Leased Vehicle(s) free and clear of this Lease Agreement and any rights of Lessee in the Leased Vehicle(s). Subject to applicable law, Lessee agrees to pay to Lessor reasonable attorney fees if this Lease Agreement is placed with an attorney other than an employee of Lessor for collection. In addition, Lessor may exercise its remedies under Paragraph 18(b).

(c) **Remedies Cumulative and Concurrent.** The rights and remedies of Lessor under this Lease Agreement shall be cumulative and in addition to any other right, remedy or power herein specifically granted or now or hereafter existing in equity, in law, by virtue of statute or otherwise and may be pursued separately, successively, concurrently, independently or together against Lessee or any other party, at the sole discretion of Lessor, and may be exercised as often as occasion therefore shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof, nor shall the choice of one remedy be deemed an election of remedies to the exclusion of other remedies. Acceptance of Charges in arrears shall not waive or affect any right of Lessor to declare an Event of Default and exercise any remedies hereunder.

14. INDEMNITY. Lessee shall indemnify and hold Lessor, its agents and employees, harmless against any and all losses, claims, damages or expenses (including attorney's fees) (the "Liabilities") connected with or arising out of the ownership, management, control, use, storage, condition (including, without limitation, defects, whether or not discoverable by Lessor or Lessee), maintenance or operation of any Leased Vehicle, or any default by Lessee in the performance of any of its obligations hereunder, including without limitation, (1) any Liabilities incurred by Lessor as a result of Lessee's failure to obtain and maintain insurance as required by Paragraph 6, (2) any Liabilities incurred by Lessor in excess of the limits of any insurance coverage provided by Lessee, (3) any Liabilities relating to the loss or damage to the Leased Vehicles, (4) any Liabilities incurred by Lessor as a result of the failure of Lessee to operate the Leased Vehicles in accordance with the terms of this Lease Agreement and the applicable Supplement, (5) any Liabilities with respect to any goods or other property transported by a Leased Vehicle, and (6) any Liabilities which Lessor would not otherwise be required to pay under the terms of this Lease Agreement. Lessee shall promptly notify Lessor of any such Liability. The

indemnities set forth herein shall survive the termination or expiration of this Lease Agreement and any Supplement.

15. LESSEE'S WARRANTIES. Lessee represents and warrants to Lessor that:

- (a) Lessee is and shall at all times hereafter be duly organized, validly existing and in good standing under the laws of the jurisdiction under which it is organized and it has duly authorized the execution, delivery and performance of this Lease Agreement;
- (b) This Lease Agreement has been duly and validly executed and delivered by Lessee and constitutes the valid and binding obligation of Lessee;
- (c) All financial statements presented to Lessor have been prepared in conformity with generally accepted accounting principles consistently applied and fairly and accurately present Lessee's financial condition and income as of the date given and since the date of such financial statements there has been no material adverse change in the financial condition of Lessee or any guarantor of Lessee's obligation hereunder; and
- (d) Lessee has read this Lease Agreement prior to signing.

16. DISCLAIMER OF WARRANTIES AND CONSEQUENTIAL DAMAGES; FORCE MAJEURE.

- (A) LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER, DESIGNER, PRODUCER OR DISTRIBUTOR (OR AGENT OF ANY OF FOREGOING) OF THE LEASED VEHICLES.
- (B) LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, (1) AS TO THE FITNESS, SAFENESS, DESIGN, MERCHANTABILITY, CONDITION, QUALITY, CAPACITY OR WORKMANSHIP OF THE LEASED VEHICLES, OR (2) THAT THE LEASED VEHICLES WILL SATISFY THE REQUIREMENTS OF ANY LAW OR ANY CONTRACT SPECIFICATION. AS BETWEEN LESSOR AND LESSEE, LESSEE AGREES TO BEAR ALL SUCH RISKS AT ITS SOLE RISK AND EXPENSE.
- (C) LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE CLAIM AGAINST LESSOR AND ANY LEASED VEHICLES FOR BREACH OF ANY WARRANTY OF ANY KIND WHATSOEVER, AND AS TO LESSOR, LESSEE LEASES THE LEASED VEHICLES "AS IS." CALIFORNIA LESSEES WAIVE THE PROVISIONS OF SECTIONS 1955 AND 1957 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA.
- (D) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCONVENIENCES, LOSS OF PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER OR HOWSOEVER CAUSED, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM ANY DEFECT IN ANY LEASED VEHICLE, OR ANY THEFT, DAMAGE, LOSS OR FAILURE OF ANY LEASED VEHICLE. THERE SHALL BE NO ABATEMENT OR SETOFF OF LEASE CHARGES BECAUSE OF THE SAME.
- (E) LESSOR SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN DELIVERING ANY LEASED VEHICLE ORDERED FOR LEASE PURSUANT TO THIS LEASE AGREEMENT OR FOR ANY FAILURE TO PERFORM ANY PROVISION, RESULTING FROM FIRE OR OTHER CASUALTY, RIOT, STRIKE OR OTHER LABOR DIFFICULTY, GOVERNMENTAL REGULATION OR RESTRICTION, OR ANY CAUSE BEYOND LESSOR'S CONTROL.

17. VEHICLE WARRANTIES. Lessor assigns to Lessee for the Lease Term of each Leased Vehicle the warranties provided to the Lessor by any dealer, manufacturer, distributor or vendor selling the Leased Vehicles to Lessor; and Lessee may communicate with

COMMERCIAL LEASE MASTER LEASE AGREEMENT (TRAC)

such dealer, manufacturer, distributor or vendor and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. Lessee will resolve any claims under such warranties directly with the appropriate dealer, manufacturer, distributor, vendor or third party. Any such claim will not affect in any manner the unconditional obligation of Lessee to pay any Charge or perform its obligations hereunder.

18. LEASEHOLD INTEREST; SECURITY INTEREST. (a) Leasehold Interest. Lessor is the owner of the Leased Vehicles, including all modifications, alterations and additions thereto which are included in the Capitalized Cost thereof. Lessor and Lessee acknowledge and agree that this Lease Agreement is a lease of personal property for commercial and federal income tax purposes, and that Lessee does not acquire any right, title or interest in the Leased Vehicles or any proceeds thereof, except the right to possess and use the Leased Vehicles in accordance with the terms of this Lease Agreement and the applicable Supplement. Lessor and Lessee agree that Lessor is the only party entitled to claim income tax deductions for asset cost recovery, depreciation or investment tax credits (if any) with respect to the Leased Vehicles under the Internal Revenue Code of 1986 and applicable state laws.

(b) Assignment of Leases and Subleases. To secure the full and punctual payment and performance of its obligations under this Lease, Lessee assigns to Lessor all Lessee's right, title and interest, whether now existing or hereafter acquired, in any lease or sublease of a Leased Vehicle, including the right to collect any rental, lease or other payments which may come due thereunder (the "Assigned Payments"). So long as no Event of Default has occurred and is continuing, Lessee may collect the Assigned Payments. If an Event of Default occurs, then Lessor may require Lessee to endorse and remit to Lessor all Assigned Payments in the same form as received by Lessee, or may direct any lessee or sublessee to pay the Assigned Payments directly to Lessor. Lessee will obtain the consent of any sublessee or lessee to assignment of the sublease or lease set forth in this Paragraph 18 (b), and shall furnish such other documents to perfect this assignment as Lessor may require.

(c) Security Interest. In the event any court determines that this Lease is not a true lease, then Lessee hereby grants Lessor a security interest in the Leased Vehicles, together with all accessions, replacements and substitutions therefore or thereto and proceeds thereof, including without limitation any Charges, proceeds of sale, exchange or other disposition of the Leased Vehicles, proceeds of any damage claim or insurance covering the Leased Vehicles, and the proceeds due or to become due from Lessee, any sublessee or third party with respect to the Leased Vehicles. At the written request of Lessor, Lessee will execute and deliver to Lessor any financing statement or other instrument required to perfect the foregoing security interest, and agrees to pay or reimburse Lessor for any searches, filings, recordings or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Lessee authorizes Lessor to file this Lease Agreement or any financing statements with respect to this Lease Agreement or the Leased Vehicles and to execute Lessee's name to any such financing statement. Any such

filing shall not be deemed evidence of any intent to create a security interest under the Uniform Commercial Code.

19. INSPECTION; FINANCIAL STATEMENTS. During normal business hours, Lessor and its authorized representatives may inspect each Leased Vehicle and the books and records of Lessee relative thereto, including without limitation, any leases, subleases and insurance records. Lessor shall have no duty to make any such inspection and shall not incur any liability or obligation by reason of making or not making any such inspection. In addition, at the request of Lessor, Lessee shall furnish Lessor any financial statements of Lessee, including, without limitation, balance sheets and income statements. Lessee will provide Lessor with any information requested by Lessor with respect to Lessee's use and operation of any Leased Vehicle.

20. MISCELLANEOUS TERMS AND CONDITIONS.

(a) Assignment and Sublease. Lessee may not assign this Lease Agreement or any right hereunder, in whole or in part, or sublease or otherwise deliver, transfer or relinquish possession of a Leased Vehicle, without the prior written consent of Lessor. Any consent by Lessor to such transactions will be subject to satisfaction by Lessee and the sublessee or assignee (as the case may be) with the requirements of Lessor. Lessor may, at any time, without notice to Lessee, mortgage, grant a security interest in or otherwise transfer, sell or assign all or any part of its interest in this Lease Agreement, any Supplement, any Leased Vehicle or any Charges or other sums due or to become due hereunder, subject to Lessee's right to possess and the use the Leased Vehicles in accordance with the terms and conditions of this Lease Agreement and any applicable Supplement.

(b) Notices. Any notice required or permitted by this Lease Agreement shall be in writing and given by personal delivery or sent by United States Mail, postage prepaid, addressed to Lessee at the Lessee's current billing address and addressed to Lessor at the address set forth on the most recent billing statement.

(c) No Implied Waivers. The waiver by either party of, or failure to claim, a breach of any provision of this Lease Agreement shall not be deemed to be a waiver of any subsequent breach or to affect in any way the effectiveness of such provision.

(d) Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties and may not be changed except by an instrument in writing, signed by the party against whom the change is to be enforced.

(e) Non Substantive Data. Lessee authorizes Lessor to insert in this Lease Agreement serial numbers, other identification data of the Leased Vehicles when determined by Lessor and dates or other unintentionally omitted non-substantive items to render this Lease Agreement complete.

(f) Governing Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the state of Lessee's place of business as indicated below.

(g) Agency. Except as specifically provided in Paragraphs 11 and 12 with respect to a sale of the Leased Vehicle, Lessee shall never at any time during the term of this Lease Agreement be or become the agent of Lessor for any purpose whatsoever. Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

(h) QI Exchange, LLC. Lessor notifies Lessee that it intends to assign to QI Exchange, LLC Lessor's rights (but not its obligations) with respect to the purchase of the Leased Vehicles and sale of the Leased Vehicles upon termination.

IN WITNESS WHEREOF, the parties have duly executed this Lease Agreement as of NOVEMBER 22, 2000.

COMMERCIAL LEASE MASTER LEASE AGREEMENT (TRAC)

LESSOR
FORD MOTOR CREDIT COMPANYBy: [Signature]Title: DomLESSEE
MICHAEL D. PASH DBA M&C TRUCKINGBy: [Signature]Title: OwnerLessee's Place of Business: PA

MODIFICATION: This Lease Agreement and the Supplements hereto set forth all of the agreements of the Lessor and Lessee for the lease of the Leased Vehicles. There are no other agreements. Any change in this Lease Agreement must be in writing and signed by the Lessee and Ford Motor Credit Company.

Lessee: MICHAEL D. PASH DBA M&C TRUCKING

By: [Signature] Title: Owner

LESSEE CERTIFICATION: Lessee hereby certifies under penalty of perjury that Lessee intends that more than fifty percent (50%) of the use of each Leased Vehicle is to be used in a trade or business of Lessee.

NOTICE OF TAX OWNERSHIP: Lessee is hereby advised that Lessee will not be treated as the owner of the Leased Vehicles for Federal Income Tax purposes.

Lessee: MICHAEL D. PASH DBA M&C TRUCKING

By: [Signature] Title: Owner

GUARANTEE

In consideration of the Lessor leasing to Lessee and other good and valuable consideration, the receipt of which is hereby acknowledged by the undersigned, the undersigned guarantor unconditionally guarantees payment of all amounts due or to become due to the Lessor named in the above Lease Agreement, including without limitation, all lease charges and any amounts owing following surrender and sale of a Leased Vehicle.

(Guarantor) _____

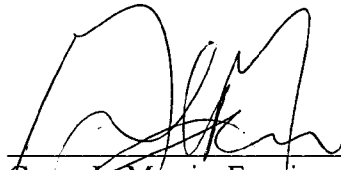
(Guarantor) _____

VERIFICATION

The undersigned is an authorized agent of the Plaintiff and verifies that the facts and statements made herein are true and correct based upon my knowledge, information and belief, and is based upon and has been obtained from a review of the facts and information contained in the business records of the Plaintiff supplied to us by the Plaintiff. Counsel has signed the verification as a matter of time and convenience. The verification of the party will be provided if requested. The statements are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: _____

7/3/06



Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

FORD MOTOR CREDIT COMPANY,

Plaintiff

vs.

MICHAEL D. PASH d/b/a
M & C TRUCKING,

Defendant

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No. 06-350-CD

NOTICE TO PLEAD

TO: Ford Motor Credit Company
c/o Gregg L. Morris, Esquire
Attorney for Plaintiff
Patenaude & Feliz, A.P.C.
213 E. Main Street
Carnegie, PA 15106

You are hereby notified to file a written response to the enclosed Answer to
Complaint containing New Matter within twenty (20) days from service hereof.

By: _____


David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

FORD MOTOR CREDIT COMPANY,

Plaintiff

vs.

MICHAEL D. PASH d/b/a
M & C TRUCKING,

Defendant

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No. 06-350-CD

***ANSWER TO COMPLAINT
CONTAINING NEW MATTER***

AND NOW, comes the Defendant, Michael D. Pash, t/d/b/a M & C Trucking, by and through his attorney, David R. Thompson, Esquire and files the following Answer Containing New Matter to the Complaint in Civil Action:

1. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth or falsity of the averment. The same is therefore denied, and strict proof is demanded at the time of trial.

2. Admitted.

3. Admitted.

4. Admitted.

5. Paragraph 5 is a conclusion of law to which no response is necessary. To the extent a response is deemed necessary, the same is denied, and strict proof is demanded at the time of trial.

6. Paragraph 6 is a conclusion of law to which no response is necessary. To the extent a response is deemed necessary, the same is denied, and strict proof is demanded at the time of trial.

7. Admitted in part and denied in part. It is admitted that the Defendant failed to make the total number of payments to Plaintiff as promised. By way of further pleading, Defendant specifically denies that he owes that amount requested by the Plaintiff. As to any remaining items in paragraph 7, they are deemed to be a conclusion of law and generally denied.

8. Admitted. By way of further pleading, Defendant denies that he owes the aforesaid sum allegedly due.

9. To the extent specified in the written lease agreement and with all related requirements, Paragraph 9 is admitted. However, and by way of further pleading, as a blanket, unequivocal requirement, Paragraph 9 is specifically denied.

10. After reasonable investigation, Defendant is without information sufficient to form a belief as to the truth or falsity of the averment. The same is therefore denied, and strict proof is demanded at the time of trial.

WHEREFORE, Defendant respectfully requests this Honorable Court to enter judgment in his favor and against Plaintiff, dismissing Plaintiff's Complaint with prejudice.

NEW MATTER

Paragraphs 1 through 10 of Defendant's Answer are incorporated by reference as though the same were set forth at length herein.

11. Plaintiff had and has a duty to mitigate its damages.

12. Defendant avers that Plaintiff voluntarily accepted and received the said leased vehicle back from him. By way of further pleading, Defendant voluntarily delivered the said leased vehicle to Plaintiff in mid July 2003, and Plaintiff maintained possession and ownership of the said vehicle since that date.

13. Defendant avers that the said vehicle had approximately 350,000 miles on it at that time, and that the vehicle maintained value.

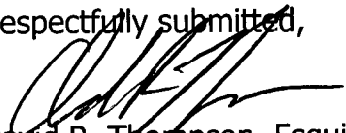
14. To the extent Plaintiff mitigated its damages by recovering monies from the leased vehicle, Defendant avers that he is entitled to a set-off of said monies from any amount allegedly due from him.

15. Plaintiff's Complaint fails to set forth a cause of action against this Defendant.

16. Plaintiff's Complaint is barred by the applicable Statute of Limitations.

WHEREFORE, Defendant respectfully requests this Honorable Court to enter judgment in his favor and against Plaintiff, dismissing Plaintiff's Complaint with prejudice.

Respectfully submitted,



David R. Thompson, Esquire
Attorney for Defendant

VERIFICATION

I certify that the facts set forth in the foregoing ***ANSWER CONTAINING NEW MATTER*** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated:



Michael D. Pash

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101312
NO: 06-350-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: FORD MOTOR CREDIT COMPANY

vs.

DEFENDANT: MICHAEL D. PASH d/b/a M&C TRUCKING

SHERIFF RETURN

NOW, March 10, 2006 AT 10:36 AM SERVED THE WITHIN COMPLAINT ON MICHAEL D. PASH d/b/a M&C TRUCKING DEFENDANT AT 176 CLEARFIELD ST., GRASSFLAT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHERYL PASH, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED
079:4061
APR 18 2006

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PATENAUDE	32111	10.00
SHERIFF HAWKINS	PATENAUDE	32111	37.58

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,

Chester A. Hawkins
by Maury Harris

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

FORD MOTOR CREDIT COMPANY00,

Plaintiff

vs.

MICHAEL D. PASH d/b/a

M & C TRUCKING,

Defendant

No. 06-350-CD

TYPE OF PLEADING:
Certificate of Service

FILED ON BEHALF OF:
Defendant

COUNSEL OF RECORD FOR
THIS PARTY:

David R. Thompson, Esq.
Attorney at Law
Supreme Court I.D. 73053
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

FILED ^{icc}
APR 21 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

FORD MOTOR CREDIT COMPANY,

Plaintiff

vs.

MICHAEL D. PASH d/b/a
M & C TRUCKING,

Defendant

No. 06-350-CD

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CERTIFICATE OF SERVICE

TO THE PROTHONOTARY:

I, **DAVID R. THOMPSON, ESQUIRE**, do hereby certify that I served a true and correct copy of the **ANSWER TO COMPLAINT CONTAINING NEW MATTER** and **NOTICE TO PLEAD** in the above captioned matter by depositing the same in the U.S. First Class Mail, postage prepaid, addressed as follows:

Ford Motor Credit Company
c/o Gregg L. Morris, Esquire
Attorney for Plaintiff
Patenaude & Feliz, A.P.C.
213 E. Main Street
Carnegie, PA 15106

DATE: April 13, 2006

BY: 
David R. Thompson, Esquire

CIVIL DIVISION LAW

Defendant

[illegible]

**COUNSEL OF RECORD FOR
THIS PARTY:**
David R. Thompson, Esquire
Supreme Court I.D. No. 73053
Attorney at Law
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

FILED 100
APR 21 2008 Amy Thompson
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

FORD MOTOR CREDIT COMPANY,

Plaintiff

vs.

MICHAEL D. PASH d/b/a,
M & C TRUCKING,

Defendant

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No. 06-350-CD

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance in the above-captioned matter on behalf of the
Defendant, Michael D. Pash d/b/a M & C Trucking.

Respectfully submitted,



David R. Thompson, Esquire

GREGG L. MORRIS, ESQ.
PATENAUDE & FELIX, A.P.C.
213 E. MAIN STREET
CARNEGIE, PA 15106
(412) 429-7675
FACSIMILE (412) 429-7679
PA ID #69006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY,

Plaintiff,

v.

MICHAEL D. PASH d/b/a
M&C TRUCKING,

Defendant.

NO. 06-350-CD

**PLAINTIFF'S REPLY TO
NEW MATTER**

Filed on behalf of
Ford Credit t/d/b/a
Ford Motor Credit Co.,
Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

FILED

APR 28 2006

m/2:15
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY,)	
)	NO.
Plaintiff,)	
)	
v.)	
)	
MICHAEL D. PASH d/b/a)	
M&C TRUCKING,)	
)	
Defendant.)	

PLAINTIFF'S REPLY TO NEW MATTER

AND NOW, comes Plaintiff, FORD MOTOR CREDIT COMPANY, by
and through the undersigned counsel, and files the following Plaintiff's Reply to New Matter,
and in support thereof, aver as follows:

11. Paragraph Number 14 states a conclusion of law to which no response is required. To the extent a response is ever required, it is admitted that Plaintiff had a duty to mitigate damages. By way of further response, Plaintiff did mitigate damages. The aforesaid vehicle was sold in a commercially reasonable manner at auction. The proceeds from the sale were deducted from the outstanding balance due from Defendant. A Commercial Lease Summary of Account is attached hereto as Plaintiff's Exhibit "A" and is incorporated herein by reference.

12. Plaintiff specifically denies that Plaintiff maintained possession of the aforesaid vehicle since July of 2003. The aforesaid vehicle was recovered on or about August 22, 2003. By way of further response, the averments set forth in Paragraph Number 11 of Plaintiff's Reply to New Matter are incorporated herein by reference.

13. Plaintiff lacks information sufficient to form a belief as to what Defendant defines

as approximately 350,000 miles and that "the vehicle maintained its value." Nevertheless and without waiving the foregoing objection, Plaintiff avers that the vehicle had 365,996 miles as of the date the vehicle was recovered on or about August 22, 2003. By way of further response, the vehicle was sold in a commercially reasonable manner at auction for \$28,500.00.

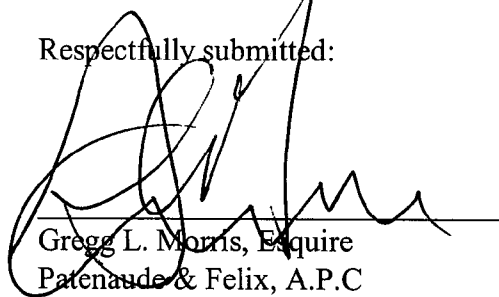
14. Paragraph Number 14 states a conclusion of law to which no response is required. To the extent a response is ever required, it is specifically denied that Plaintiff failed to mitigate damages. Furthermore, the proceeds from the sale have already been deducted from the outstanding balance due from Defendant. By way of further response, the averments set forth in Paragraph Number 11 of Plaintiff's Reply to New Matter are incorporated herein by reference.

15. Paragraph Number 15 states a conclusion of law to which no response is required. Strict proof thereof is demanded at trial.

16. Paragraph Number 16 states a conclusion of law to which no response is required. Strict proof thereof is demanded at trial.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of \$33,656.55, interest from the date of breach, reasonable attorney's fees in the amount of \$4,500.00 with continuing interest thereon at the legal rate from the date of Judgment plus costs.

Respectfully submitted:

A large, stylized handwritten signature in black ink, appearing to read 'Gregg L. Morris', is written over a horizontal line.

Gregg L. Morris, Esquire
Paternaude & Felix, A.P.C
213 E. Main Street
Pittsburgh, PA 15106
(412) 429-7675

COMMERCIAL LEASE SUMMARY OF ACCOUNT

CUSTOMER NAME: MICHAEL D PASH DBA M&C TRUCKING
ACCOUNT NUMBER: BH 86335
DATE PREPARED: 10/15/03

BALANCE AS OF 8/15/03	\$60,476.33
LATE CHARGES	\$140.22
FEDERAL HIGHWAY USE TAX	\$550.00
PROPERTY TAX	\$0.00
EXCISE TAX	\$0.00
INTERIM RENT	\$0.00
EXTENSION FEES	\$0.00
RECOVERY EXPENSES	\$990.00
LEGAL FEES AND EXPENSES	\$0.00
MISCELLANEOUS EXPENSES	\$0.00
OTHER EXPENSES	\$0.00
OTHER CREDITS	\$0.00
<i>GROSS BALANCE DUE</i>	\$62,156.55
<i>SALE PROCEED (1 VEHICLE)</i>	(\$28,500.00)
NET BALANCE AS OF OCTOBER 31, 2003	\$33,656.55

Exhibit "A"

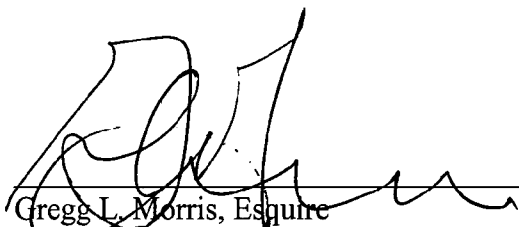
VERIFICATION

AND NOW, Gregg L. Morris, verifies the statements made in Plaintiff's Reply to New Matter are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the Court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided to him by the Plaintiff or contained in the file provided to him by Plaintiff. The verification of the party will be provided if requested.

Date: _____

4/26/06


Gregg L. Morris, Esquire
Paternaude & Felix, A.P.C
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY,

Plaintiff,

v.

MICHAEL D. PASH d/b/a
M&C TRUCKING,

Defendant.

NO. 06-350-CD

**REQUEST FOR ADMISSIONS
ADDRESSED TO DEFENDANT**

Filed on behalf of:

Ford Motor Credit Company,
Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Pittsburgh, PA 15106
(412) 429-7675

You are hereby notified to plead to
the enclosed Request for Admissions
within 30 days from service hereof or a
default judgment may be entered against
you.



Gregg L. Morris, Esquire

FILED ^{NO CC}
AUG 18 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY,)	
)	NO. 06-350-CD
Plaintiff,)	
)	
v.)	
)	
MICHAEL D. PASH d/b/a)	
M&C TRUCKING,)	
)	
Defendant.)	

REQUESTS FOR ADMISSIONS
ADDRESSED TO DEFENDANT

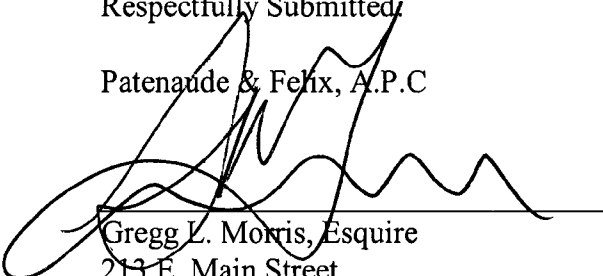
You are hereby requested to admit the following, for the purposes of this action only, pursuant to the Rules of Civil Procedure. You are directed to file a sworn answer to this request in compliance with the Rules of Civil Procedure within thirty (30) days after service of this document.

1. The Plaintiff is as identified in the caption of the Complaint in Civil Action and filed at the above number and term and incorporated herein by reference.
2. The Defendant(s) is as set forth in the caption of the Complaint in Civil Action and incorporated herein by reference.
3. The Defendant(s) agreed to lease the vehicle more specifically set forth in Plaintiff's records and annexed to the Complaint in Civil Action as Exhibit "1" and incorporated herein by reference (hereinafter referred to as "Lease").
4. Defendant(s) signed an Application Statement prior to signing the aforesaid Lease. A copy of the Application Statement is attached hereto as Plaintiff's Exhibit "A" and is incorporated herein by reference.

5. Defendant(s) received the vehicle referenced in the Complaint in Civil Action.
6. The prices charged by Plaintiff were those which Defendant agreed to pay.
7. Defendant(s) defaulted by failing to make payments as provided for by the terms of the Contract.
8. Notice of Default and Right to Cure was sent to Defendant(s) via regular United States Mail on January 30, 2003. A copy of the Notice is attached hereto as Plaintiff's Exhibit "B" and is incorporated herein by reference.
9. Defendant(s)'s failed to cure the Default and the vehicle was repossessed.
10. On or about October 1, 2003, the aforesaid vehicle was sold at auction. A copy of the auction receipt is attached hereto as Plaintiff's Exhibit "C" and is incorporated herein by reference.
11. The proceeds from the sale were deducted from the outstanding balance due and a transaction detail for the account is attached hereto as Plaintiff's Exhibit "D" and is incorporated herein by reference.
12. There remains an unpaid balance due for the aforesaid vehicle.
13. The unpaid balance due is as more fully set forth in the prayer of the Complaint in Civil Action and which has been incorporated herein by reference.

Respectfully Submitted,

Patenande & Felix, A.P.C



Gregg L. Morris, Esquire
213 E. Main Street
Pittsburgh, PA 15106
(412) 429-7675



Ford Motor Credit Company

Business Credit Application

Commercial Prod. Line _____

☐ Joint ☐ Individual

Dealership MURRAY'S FREIGHTLINER Salesperson Todd Beck Date 11/13/00

NOTE: Individual, Guarantor or Sole Proprietorship complete this section.

Individual (Last Name, First Name, Middle Initial)

Date of Birth

Michael D PASH DBA M&C TRUCKING

2/18/70

Social Security No.

Drivers License No. (State/Exp. Date)

Res. Phone

Bus. Phone

202 583 468
251 751 092

22065314 PA

814
345 6413

814
345 5648

Present Address: (Number & Street)

City

County

State

Zip Code

Box 66 Clearfield ST

GRASS FLAT

Clearfield PA

16839

Other Name(s) under which applicant's credit references or history can be found

Own Home Outright ☐ Living with Relatives ☐

Buying Home ☐ Leasing/Renting ☐ Lived There _____ Yrs. _____ Mos. Mo. Pymt. \$ _____

Mortgage Holder/Landlord (Name & Address)

Banking Reference

Acct. No.

Checking ☐

Savings ☐

Name and address of applicant's nearest relative not in household

Relationship

Home Phone

Name and address of applicant's non-related personal reference known over 1 year

Home Phone

Employer/Contractor Name and Address

Contact

Phone

Time on Job

KEPHART TRUCKING CO

JACK/DAR

814
342 4243

9 YRS

Income

How Long as an Owner/Operator

Nature of Business

\$1000/mo/TK

12

FLATBED TRACTOR/TRAILER

* Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

* Secondary Income

Source

Gross Monthly Income

Previous Employer/Contractor (If less than 2 years)

Address

Phone

How Long

NOTE: Partnerships or Corporations complete this section

Corporations or Partnerships submit two year-end financial statements and most current balance sheet and profit/loss on business or current tax return.

Corporation: C ☐ S ☐ Non-Profit Organization ☐ Partnership ☐

Company Name

Trade Name/DBA

Type of Business

Yrs. in Business

Inc. in what State

Date Inc.

Tax ID Number

Present Address

City

County

State

Zip Code

Phone

Principal Name (1)

Title

% Owned

Principal Name (2)

Title

% Owned

Exhibit "A"

Business Information: (Check each item that is most applicable to your employment/intended use of vehicle)

☐ Business ☐ Agricultural ☐ Hazardous ☐ Local ☐ Interstate ☐ Intermediate

List up to Four Bank and Auto Financing/Leasing Sources

Financial Institution	Address	Acct. No.	Unpaid Balance	Contact	Phone
-----------------------	---------	-----------	----------------	---------	-------

MBCC
ASSOCIATES
CNB (BANK)
NEW COURT FINANCIAL

VARIOUS
TRUCKS
TRAILERS

Transaction Information (Dealer to Complete)

No. Units	New/Used	Year	Make	Series	Term	Price
1	NEW	2001	FILM	FLD12064T	LEASE 60/25%	85300

Down Payment/Cap Cost Reduction

Trade In	Amount Owning	Net Trade	Cash Down Payment	Total Down Payment
\$	\$	\$	\$	\$

California Disclosure

Applicant, if married may apply for a separate account.

Ohio Disclosure

The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

New York Disclosure

A consumer report may be requested in connection with this application for credit or any further update, renewal or extension of such credit. Upon request, you will be informed whether or not a consumer report was requested and, if a report was requested, you will be informed of the name and address of the agency that provides a report.

Wisconsin Disclosure**Marital Property Agreement Notice**

No provision of any Marital Property Agreement, Unilateral Statement under Section 766.59 Wisconsin Statutes or court decree under section 766.70 Wisconsin Statutes adversely affects the interest of Ford Credit unless Ford Credit, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to Ford Credit is incurred.

For purposes of securing credit from you, I/we certify that the above information is true and complete to the best of my/our knowledge. Applicant(s) further certify that I/we have attained the age of majority. Applicant(s) authorize you to check my/our credit and employment history and to provide and/or obtain information about credit experience with me/us.

Applicant Signature: _____ Date: _____

Joint Applicant: (if joint account) _____ Date: _____

Statement of Marital Purpose

I have applied for credit from (dealer) _____ for the purpose of purchasing (describe vehicle) _____. The obligation is/is not being incurred in the interest of my marriage or family.

Applicant Signature: _____ Date: _____

For the purpose of securing credit from you, I certify that the above information is true and complete to the best of my knowledge. Applicant authorizes you to check my credit and employment history and to provide and/or obtain information about credit experience with me.

Applicant Signature: Michael D. Paul Title: Owner Date: 6/13/02

Joint Applicant Signature: _____ Title: _____ Date: _____



Philadelphia Commercial Lending Services
500 North Gulph Road Box 1581
King of Prussia, Pennsylvania 19406
Ph. 800/777-3023 x329

January 30, 2003

MICHAEL D PASH DBA M & C TRUCKING
PO BOX 66 CLEARFIELD ST
GRASSFLAT, PA 16839

Re: NOTICE OF DEFAULT, RIGHT TO CURE AND INTENT TO REPOSSESS

Dear Sir or Madame:

Enclosed you will find a Notice of Default, Right to Cure and Intent to Repossess. Your account is currently past due. In the past, Ford Motor Credit Company may have accepted late payments. This letter constitutes notice to you that Ford Motor Credit Company intends to strictly enforce the terms of The Commercial lease Contract, dated November 22, 2000 which is secured by a lien on the vehicle described in the attached Notice of Default, Right to Cure and Intent to Repossess.

If you fail to cure your account per the terms of the attached Notice, Ford Motor Credit Company fully intends to execute its rights under the contract and applicable law.

FORD MOTOR CREDIT COMPANY


Anthony Ciotti
Customer Service Representative

Exhibit "B"

Exhibit "C"

SUSPENSE VOUCHER		PRESS FIRMLY - USE BALL POINT PEN		FORD MOTOR CREDIT COMPANY	
SUSPENSE VOUCHER NUMBER 0322486		CLEARING INFO. - FOR C.O. USE ONLY MO. DATE DAY YR. (OR) J/E NUMBER		BRANCH CODE B H	DEALER NO. 86335
ORIGINATED BY (CHECK BOX & INSERT NAME) EMPLOYEE LAST NAME & DEPT. NAME Jones-Lene		REFER TO: FOR C.O. USE ONLY <input type="checkbox"/> BRANCH <input type="checkbox"/> OTHER SHOW INDIV. (OR) DEPT. IF "OTHER" IS		SERIAL NUMBER (WHOLESALE) <input type="checkbox"/> AUTO <input checked="" type="checkbox"/> LEASE 1FWJAHAVX1LB22014	CHECK NUMBER 970809375
CUSTOMER NAME (LAST NAME, FIRST NAME) Michael Pash		EXCEPTION USE DATE (FOR C.O. USE ONLY)		DATE OF DAILY CASH REPORT 10-1-03	DATE SUSPENDED 10-1-03
DETAIL SECTION (PROVIDE FULL EXPLANATION AS REQUIRED) All Acct # 86338 Deposits from auction		DISBURSEMENT/RET. CHK. (DR.) 28,500.00		RECEIPT (CR.) 0322486	
CHECK REASON FOR SUSPENSE SEE REVERSE SIDE OF PINK CARD FOR EXPLANATION OF CODES BELOW		CENTRAL OFFICE USE ONLY			
001 <input type="checkbox"/> 002 <input type="checkbox"/> 003 <input type="checkbox"/> 004 <input type="checkbox"/>		FOR BRANCH USE ONLY		<input type="checkbox"/> RETAIL PYMTS./CHKS. <input type="checkbox"/> WHOLESALE <input type="checkbox"/> RETAIL CONTRACTS <input type="checkbox"/> WHSLE. LEASE <input type="checkbox"/> RCL PYMTS./CHKS. <input type="checkbox"/> ACCTG. <input type="checkbox"/> RCL CONTRACTS <input checked="" type="checkbox"/> OTHER (SEE DETAIL)	
* To be cleared by Dorothy Whitworth					

☐ FOLLOW COPY FORWARD TO B.O.S. WITH DCR
 WHEN CLEARING ITEM
 BRANCH THE COPY
 WITH SHIP
 WHEN HEAD IS
 PLACED IN SHIPCASE

COMMERCIAL LEASE SUMMARY OF ACCOUNT

CUSTOMER NAME: MICHAEL D PASH DBA M&C TRUCKING
ACCOUNT NUMBER: BH 86335
DATE PREPARED: 10/15/03

BALANCE AS OF 8/15/03	\$60,476.33
LATE CHARGES	\$140.22
FEDERAL HIGHWAY USE TAX	\$550.00
PROPERTY TAX	\$0.00
EXCISE TAX	\$0.00
INTERIM RENT	\$0.00
EXTENSION FEES	\$0.00
RECOVERY EXPENSES	\$990.00
LEGAL FEES AND EXPENSES	\$0.00
MISCELLANEOUS EXPENSES	\$0.00
OTHER EXPENSES	\$0.00
OTHER CREDITS	\$0.00
<i>GROSS BALANCE DUE</i>	\$62,156.55
<i>SALE PROCEED (1 VEHICLE)</i>	(\$28,500.00)
NET BALANCE AS OF OCTOBER 31, 2003	\$33,656.55

Exhibit "D"

VERIFICATION

I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities. I do verify that [] I am the defendant in the above entitled matter [] I am an authorized representative of the Defendant in the above matter (having set forth my relationship with the Defendant in the spaces below the signature line which are incorporated herein by reference and that the facts set forth in the annexed Response to Plaintiff's Request for Admissions are true and correct to the best of my knowledge, information and belief.

Name: _____

Address: _____

Telephone #: _____

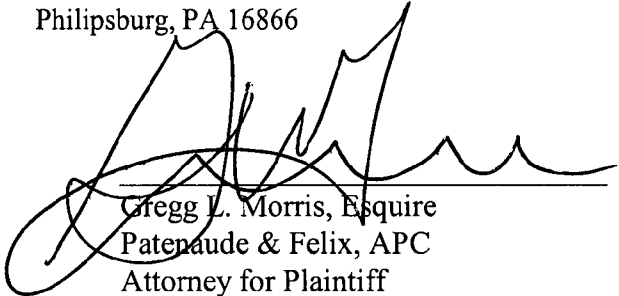
Title: _____

I, Gregg L. Morris, attorney for Plaintiff, Ford Motor Credit Company, hereby certify that a true and correct copy of foregoing document was served this date by ordinary mail upon the following:

David R. Thompson, Esq.
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg, PA 16866

Date: _____

8/15/06



Gregg L. Morris, Esquire
Patenaude & Felix, APC
Attorney for Plaintiff
213 E. Main Street
Pittsburgh, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

FORD MOTOR CREDIT COMPANY,

Plaintiff

vs.

MICHAEL D. PASH, d/b/a
M&C TRUCKING,

Defendant

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No. 06-350-CD

***ANSWERS TO REQUEST FOR ADMISSIONS ADDRESSED
TO DEFENDANT***

AND NOW, comes the Defendant, Michael D. Pash, by and through his attorney,
David R. Thompson, Esquire and files the following Answer to Request for Admissions
Addressed to Defendant:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.

6. Admitted in part and denied in part. It is admitted that the Defendant agreed to lease the vehicle for the amount referenced in the lease agreement. It is specifically denied that the Defendant agreed to pay more to the Plaintiff than that which it was due. Specifically, the Plaintiff received the vehicle at a higher fair market value than that which

the Plaintiff has stated in the Complaint.

7. It is admitted that the Defendant defaulted in payments regarding the terms of the contract.

8. Paragraph 8 is denied. By way of further pleading, the Defendant did not receive a notice of default and right to cure. Additionally, the Plaintiff and Defendant were discussing the default by telephone, and Defendant agreed with Plaintiff to allow them to pick up the vehicle.

9. Answering Defendant denies that the vehicle was repossessed. By way of further pleading, there was a voluntary agreement between the parties under which Plaintiff retrieved the vehicle at Defendant's request.

10. After reasonable investigation Answering Defendant is without information sufficient to form a belief as to the truth or falsity of the averment. Defendant was not notified of the auction and was not present during the auction. As far as what value was received for the vehicle, Defendant does not have sufficient knowledge to answer the same. The same is therefore denied. With regard to the copy of the auction receipt, the said receipt purports to state as indicated. Answering Defendant continues to deny the averment due to his lack of information.

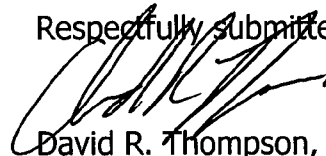
11. It is admitted that proceeds from a sale were deducted from the outstanding balance due. However, the amount received for the vehicle was drastically under fair market value of the vehicle. When Plaintiff voluntarily retrieved the vehicle, the fair market value received by the Plaintiff towards the outstanding balance was significantly higher than that alleged in the transaction detail.

12. Admitted.

13. Paragraph 13 is denied. While it is admitted that there remains an unpaid balance for the vehicle, the amount alleged in the Complaint is incorrect and not the amount owed by the Defendant.

WHEREFORE, Defendant respectfully request this Honorable Court to enter judgment in his favor and against the Plaintiff dismissing Plaintiff's Complaint with prejudice.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'D. Thompson', is written over the typed name.

David R. Thompson, Esquire
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

FORD MOTOR CREDIT COMPANY,

Plaintiff

vs.

MICHAEL D. PASH d/b/a
M&C TRUCKING,

Defendant

No. 06-350-CD

TYPE OF PLEADING:
Certificate of Service

FILED ON BEHALF OF:
Defendant

COUNSEL OF RECORD FOR
THIS PARTY:
David R. Thompson, Esq.
Attorney at Law
Supreme Court I.D. 73053
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

FILED
09:4001
SEP 14 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

FORD MOTOR CREDIT COMPANY,

Plaintiff

VS.

MICHAEL D. PASH d/b/a
M&C TRUCKING,

Defendant

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No. 06-350-CD


CERTIFICATE OF SERVICE

TO THE PROTHONOTARY:

I, **DAVID R. THOMPSON, ESQUIRE**, do hereby certify that I served a true and correct copy of the **Answers to Request for Admissions Addressed to Defendant**, in the above captioned matter by depositing the same in the U.S. First Class Mail, postage prepaid, addressed as follows:

Ford Motor Credit Company
c/o Gregg L. Morris, Esquire
PATENAUE & FELIX, A.P.C.
213 East Main Street
Carnegie, PA 15106

DATE: September 13, 2006

BY: 
David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

FORD MOTOR CREDIT COMPANY,

Plaintiff

vs.

MICHAEL D. PASH d/b/a
M&C TRUCKING,

Defendant

No. 06-350-CD

TYPE OF PLEADING:
Praeipe to Append

FILED ON BEHALF OF:
Defendant

COUNSEL OF RECORD
FOR THIS PARTY:
David R. Thompson, Esquire
Attorney at Law
Supreme Court I.D. 73053
308 Walton Street, Suite 4
P.O. Box 587
Philipsburg PA 16866
(814) 342-4100

FILED

SEP 25 2006

William A. Shaw
Prothonotary/Clerk of Courts

2cc
Atty Thompson

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - LAW

FORD MOTOR CREDIT COMPANY,

Plaintiff

VS.

MICHAEL D. PASH d/b/a
M&C TRUCKING,

Defendant

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No. 06-350-CD

***PRAECIPE TO APPEND THE VERIFICATION TO
ANSWER TO REQUEST FOR ADMISSIONS ADDRESSED TO DEFENDANT***

TO THE PROTHONOTARY:

Kindly append the attached the original Verification to Answer to Request for Admissions Addressed to Defendant filed on September 14, 2006 in the above-named matter.

DATE: 9-25-06



David R. Thompson, Esquire
Attorney for Plaintiff

VERIFICATION

I certify that the facts set forth in the foregoing ***ANSWERS TO REQUEST FOR ADMISSIONS ADDRESSED TO DEFENDANT*** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated:



Michael D. Pash

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY,

Plaintiff,

v.

MICHAEL D. PASH d/b/a
M&C TRUCKING,

Defendant.

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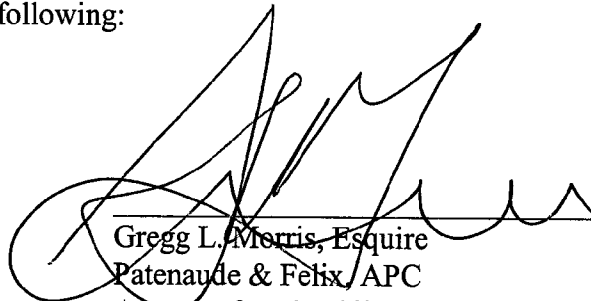
NO. 06-350-CD

CERTIFICATION OF SERVICE
OF PLAINTIFF'S INTERROGATORIES (SET I) ADDRESSED
TO DEFENDANT, MICHAEL D. PASH

I, Gregg L. Morris, attorney for Plaintiff, above named, hereby certify that a true and correct copy of **Plaintiff's Interrogatories (Set I) Addressed to Defendant, Michael D. Pash** were served this date by ordinary mail upon the following:

Date: _____

10/12/06



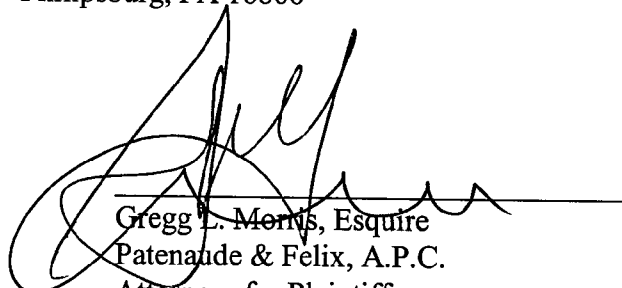
Gregg L. Morris, Esquire
Paternaude & Felix, APC
Attorney for Plaintiff
213 E. Main Street
Pittsburgh, PA 15106
(412) 429-7675

I, Gregg L. Morris, attorney for Defendant, above named, hereby certify that a true and correct copy of the foregoing document was served this date by US First Class Mail, postage prepaid upon the following:

David R. Thompson, Esq.
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg, PA 16866

Date:

10/12/06



Gregg L. Morris, Esquire
Paternaude & Felix, A.P.C.
Attorneys for Plaintiff
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

CA

FILED
JAN 03 2007
William A. Shaw
Prothonotary/Clerk of Courts
M/T 38/04
NCC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY,)	
)	NO. 06-350-CD
Plaintiff,)	
)	
v.)	
)	
MICHAEL D. PASH d/b/a)	
M&C TRUCKING,)	
)	
Defendant.)	

**PLAINTIFF'S MOTION
TO COMPEL ANSWERS
TO INTERROGATORIES**

Filed on behalf of:
Ford Motor Credit Company,
Plaintiff

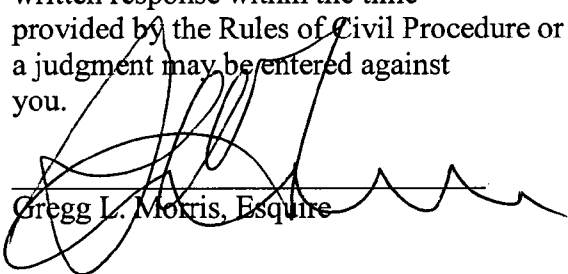
Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Pittsburgh, PA 15106
(412) 429-7675

You are hereby notified to file a
written response within the time
provided by the Rules of Civil Procedure or
a judgment may be entered against
you.

Gregg L. Morris, Esquire



GREGG L. MORRIS, ESQ.
PATENAUDE & FELIX, A.P.C.
213 E. MAIN STREET
CARNEGIE, PA 15106
(412) 429-7675
FACSIMILE (412) 429-7679
PA ID #69006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY,)	
)	NO. 06-350-CD
Plaintiff,)	
)	
v.)	
)	
MICHAEL D. PASH d/b/a)	
M&C TRUCKING,)	
)	
Defendant.)	

MOTION TO COMPEL ANSWERS TO INTERROGATORIES

AND NOW, comes Plaintiff, above named, by and through the undersigned counsel, and request this Court to enter an Order to compel Defendant to respond to Interrogatories and in support thereof, aver as follows:

1. Plaintiff served Plaintiff's Interrogatories (Set I) Addressed to Defendant via first class mail on October 12, 2006. A copy of the Certification of Service of Interrogatories is attached hereto a Plaintiff's Exhibit "A" and are incorporated herein by reference.
2. Pursuant to Pa.R.C.P. 4006(a)(2), Defendant's responses to the same were due within thirty (30) days thereof.
3. On or about November 21, 2006, Defendant's counsel requested additional time in which to respond to the discovery requests. A copy of the correspondence is attached hereto as Plaintiff's Exhibit "B" and is incorporated herein by reference.

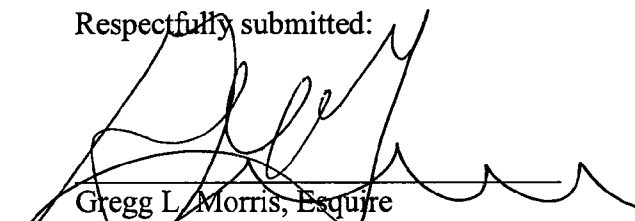
4. Plaintiff's counsel has attempted to contact Defendant's counsel via telephone without success.

5. Plaintiff requires an Order pursuant to Pa.R.C.P. 4019 compelling Defendant(s) to answer said Interrogatories.

6. Counsel for Plaintiff has contacted opposing counsel regarding this discovery matter in an effort to resolve the dispute at issue, and that despite counsel's good faith attempts to resolve the dispute, Plaintiff's counsel has been unable to do so.

WHEREFORE, Plaintiff respectfully request the Court to enter the Order attached hereto along with any additional relief the Court deems appropriate under the circumstances.

Respectfully submitted:



Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C
213 E. Main Street
Pittsburgh, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY,

Plaintiff,

v.

MICHAEL D. PASH d/b/a
M&C TRUCKING,

Defendant.

NO. 06-350-CD

**CERTIFICATION OF SERVICE
OF PLAINTIFF'S
INTERROGATORIES (SET I)
ADDRESSED TO DEFENDANT,
MICHAEL D. PASH**

Filed on behalf of
Ford Motor Credit Company,
Plaintiff

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenuade & Felix, A.P.C.
213 E. Main Street
Pittsburgh, PA 15106
(412) 456-1166

Exhibit "A"

FILED
1:30
OCT 16 2006
William A. Shaw
Prothonotary/Clerk of Courts
2870. 4206

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY,

Plaintiff,

v.

MICHAEL D. PASH d/b/a
M&C TRUCKING,

Defendant.

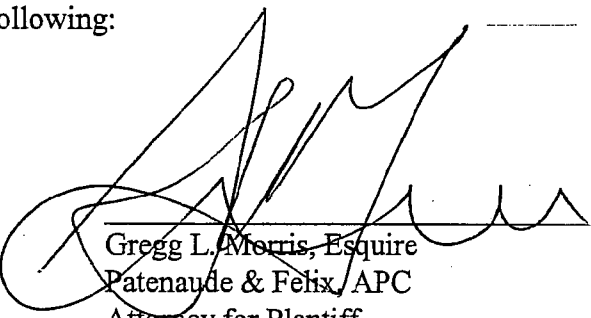
NO. 06-350-CD

CERTIFICATION OF SERVICE
OF PLAINTIFF'S INTERROGATORIES (SET I) ADDRESSED
TO DEFENDANT, MICHAEL D. PASH

I, Gregg L. Morris, attorney for Plaintiff, above named, hereby certify that a true and correct copy of **Plaintiff's Interrogatories (Set I) Addressed to Defendant, Michael D. Pash** were served this date by ordinary mail upon the following:

Date: _____

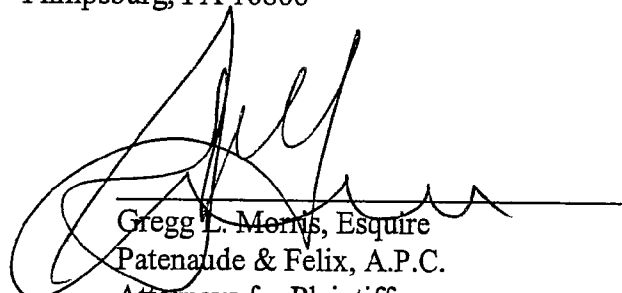
10/12/06


Gregg L. Morris, Esquire
Paternaude & Felix, APC
Attorney for Plaintiff
213 E. Main Street
Pittsburgh, PA 15106
(412) 429-7675

I, Gregg L. Morris, attorney for Defendant, above named, hereby certify that a true and correct copy of the foregoing document was served this date by US First Class Mail, postage prepaid upon the following:

David R. Thompson, Esq.
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg, PA 16866

Date: 10/12/06



Gregg L. Morris, Esquire
Paternaude & Felix, A.P.C.
Attorneys for Plaintiff
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675



DAVID R. THOMPSON
ATTORNEY AT LAW

P.O. Box 587
308 Walton Street, Ste. 4
Philipsburg, PA 16866
Phone: 814-342-4100 Fax: 814-342-7081
E-mail: drthompsonaal@adelphia.net

November 21, 2006

Gregg L. Morris, Esquire
PATENAUE & FELIX, A.P.C.
213 East Main Street
Carnegie, PA 15106

RE: Ford Motor Credit Company vs. Michael D. Pash

Dear Gregg:

Please be advised that I am still trying to catch up with my client to finalize the answers to interrogatories which were due on yesterday's date. It would be appreciated if I could have a little bit more time regarding this matter. I should be able to provide the answers to the interrogatories in a timely fashion.

Thank you for your kind consideration.

Very truly yours,

THOMPSON LAW OFFICE

A handwritten signature in black ink, appearing to read "David R. Thompson". The signature is fluid and cursive.

David R. Thompson

DRT:jku

Exhibit "B"

CERTIFICATION OF SERVICE

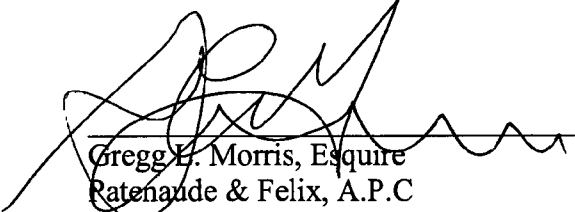
I, Gregg L. Morris, do hereby certify that service of a true and correct copy of the within Motion was made on this date to the above named by via facsimile transmission and United States First Class Mail, postage prepaid to the following:

David R. Thompson, Esq.
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg, PA 16866

Fax (814) 342-7081

Date: _____

1/3/07



Gregg L. Morris, Esquire
Patenande & Felix, A.P.C
213 E. Main Street
Pittsburgh, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY,

Plaintiff,

v.

MICHAEL D. PASH d/b/a
M&C TRUCKING,

Defendant.

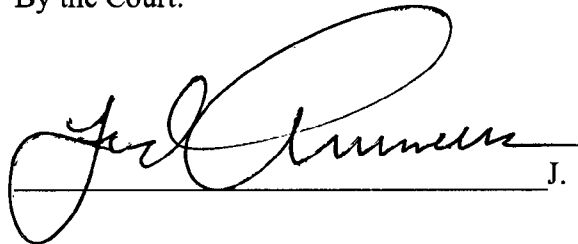
NO. 06-350-CD

~~REDACTED~~
ORDER OF COURT

AND NOW, this 8 day of Jan, 2007, upon consideration of
the forgoing Motion, it is Ordered that said Motion is **GRANTED**.

Defendant(s) shall make full and complete answers to said Interrogatories without
objection or motion for protective order, within twenty (20) days of the date of this Order or
appropriate sanctions shall be imposed upon Defendant(s) following application to this Court.

By the Court:


J.

4cc
01/11/2007
JAN 08 2007
Atty Morris
William A. Shaw
Prothonotary/Clerk of Courts.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY,

Plaintiff,

v.

MICHAEL D. PASH d/b/a
M&C TRUCKING,

Defendant.

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)

NO. 06-350-CD

ORDER OF COURT

AND NOW, this ____ day of _____, 2007, upon consideration of the foregoing motion, it is hereby ordered that:

- (1) a rule is issued upon the respondent to show cause why the moving party is not entitled to the relief requested;
- (2) the respondent shall file an answer to the motion within ____ days of this date;
- (3) the motion shall be decided under Pa.R.C.P. 206.7;
- (4) depositions and all other discovery shall be completed within ____ day of this date;
- (5) an evidentiary hearing on disputed issues of material fact shall be held on _____, in the Clearfield County Courthouse, Clearfield, Pennsylvania, in Courtroom No. _____;
- (6) argument shall be held on _____, in Courtroom No. ____ of the Clearfield County Courthouse; and
- (7) notice of entry of this order shall be provided to all parties by the moving party.

By the Court:

J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

FORD MOTOR CREDIT COMPANY,

Plaintiff

vs.

MICHAEL D. PASH, d/b/a
M&C TRUCKING,

Defendant

No. 06-350-CD

TYPE OF PLEADING:
Certificate of Service

FILED ON BEHALF OF:
Defendant

COUNSEL OF RECORD FOR
THIS PARTY:

David R. Thompson, Esq.
Attorney at Law
Supreme Court I.D. 73053
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

FILED
M 11/21/06
FEB 05 2007
No CC

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

FORD MOTOR CREDIT COMPANY,

Plaintiff

vs.

MICHAEL D. PASH d/b/a
M&C TRUCKING,

Defendant

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No. 06-350-CD

CERTIFICATE OF SERVICE

TO THE PROTHONOTARY:

I, **DAVID R. THOMPSON, ESQUIRE**, do hereby certify that I served a true and correct copy of the **Answers to Plaintiff's Interrogatories (Set 1) Addressed to Defendant, Michael D. Pash**, in the above captioned matter by depositing the same in the U.S. First Class Mail, postage prepaid, addressed as follows:

Ford Motor Credit Company
c/o Gregg L. Morris, Esquire
PATENAUE & FELIX, A.P.C.
213 East Main Street
Carnegie, PA 15106

DATE: February 1, 2007

BY: 
David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY

Plaintiff

v.

MICHAEL D PASH DBA M&C TRUCKING and MICHAEL
PASH

Defendant(s)

NO. 06-350-CD

**PRAECIPE TO
DISCONTINUE WITHOUT
PREJUDICE**

Filed on behalf of:
FORD MOTOR CREDIT
COMPANY

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

FILED *Noce*
m/12.00 un *ice of disc to*
MAR 17 2008 *Att. Morris*
(W) *a copy to CIA.*
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY

Plaintiff

v.

MICHAEL D PASH DBA M&C TRUCKING and MICHAEL
PASH

Defendant(s)

NO. 06-350-CD

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO: Prothonotary

Please discontinue the matter captioned above without prejudice. Thank you.

Respectfully submitted:

Patenaude & Felix, A.P.C.

Date: _____

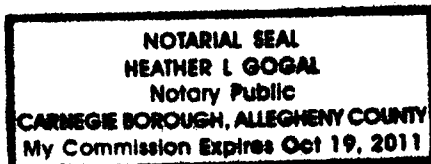
Gregg L. Morris, Esquire
243 E. Main Street
Carnegie, PA 15106
(412) 429-7675

Sworn to and subscribed before me this

10th day of March, 2008.



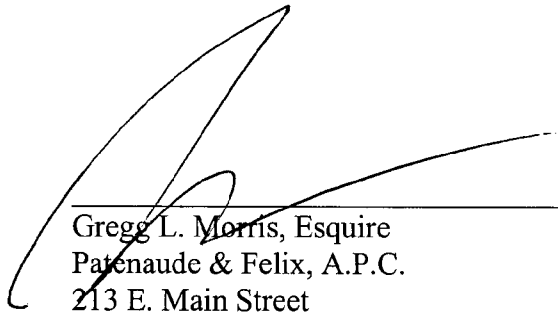
Notary Public



I, GREGG MORRIS, attorney for Plaintiff, FORD MOTOR CREDIT COMPANY ,
hereby certify that a true and correct copy of foregoing document was served this date by
ordinary mail upon the following:

David R Thompson, ESQ.
Po Box 587
308 Walton Street, Ste 4
Philipsburg PA 16866

Date: _____



Gregg L. Morris, Esquire
Paternaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

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

CIVIL DIVISION

Ford Motor Credit Company

Vs.

No. 2006-00350-CD

**Michael D. Pash
M & C Trucking**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 17, 2008, marked:

Discontinued without prejudice

Record costs in the sum of \$85.00 have been paid in full by Gregg L. Morris Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 17th day of March A.D. 2008.



LM

William A. Shaw, Prothonotary