



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT PRIMUS FINANCIAL )  
AUTOMOTIVE SERVICES, )  
Plaintiff ) NO. 2006-1181-CV  
v. )  
BUCKTAIL LODGE AND )  
DONNA M GREGORY )  
Defendant )

**COMPLAINT IN CIVIL  
ACTION**

Filed on behalf of:  
Ford Credit Primus Financial  
Automotive Services

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**

BUCKTAIL LODGE 2800.4220.wpd

JUL 24 2006  
m/ ~~1:15/0~~  
William A. Shaw  
Prothonotary

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT PRIMUS FINANCIAL )  
AUTOMOTIVE SERVICES, )  
                                  ) NO.  
Plaintiff                    )  
                                  )  
v.                            )  
                                  )  
BUCKTAIL LODGE AND        )  
DONNA M GREGORY            )  
                                  )  
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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:**

**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 PERSON AT A REDUCED FEE OR NO FEE.**

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT PRIMUS FINANCIAL )  
AUTOMOTIVE SERVICES, )  
                                  ) NO.  
Plaintiff                    )  
                                  )  
v.                            )  
                                  )  
BUCKTAIL LODGE AND            )  
DONNA M GREGORY              )  
                                  )  
Defendant                    )

**COMPLAINT IN CIVIL ACTION**

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

1. Plaintiff, FORD CREDIT PRIMUS FINANCIAL AUTOMOTIVE SERVICES, is a corporation with offices at 575 East Swedesford Road, Suite 100, Wayne, PA 19807.
2. Defendant is Bucktail Lodge, an adult individual, who is believed to currently reside at 219 Electric Ave., Houtzdale, Pennsylvania 16651.
3. Defendant is Donna M Gregory, an adult individual, who is believed to currently reside at 219 Electric Ave., Houtzdale, Pennsylvania 16651.
4. On or about December 3, 2003, the aforesaid Defendant(s) entered into a written Automobile Retail Installment Contract (hereinafter "Contract") to purchase a "Vehicle" from a dealer (Seller) as more fully set forth in said Contract. A true and correct copy of the Contract is attached hereto, marked as Plaintiff's Exhibit "1" and incorporated by reference.

5. "Seller" thereafter assigned the Contract to Plaintiff, FORD CREDIT.

6. Pursuant to the terms of the Contract, Defendant(s) were to make Seventy two(72) payments of \$476.14 commencing on January 02, 2004.

7. The terms of the Contract provide for termination upon satisfaction by Defendant(s) of all obligations provided thereunder.

8. Plaintiff avers that Defendant(s) defaulted under the Contract by failing to make payments to Plaintiff as promised.

9. Due to Defendant's default under the Contract, Plaintiff exercised its rights to terminate the Contract..

10. After calculating early termination charges due to Plaintiff, and proceeds from sale, if any, Plaintiff avers that a deficiency balance of \$5,436.90 is due from Defendant(s) as of November 19, 2005.

11. Plaintiff avers that such attorney's fees will amount to \$1,794.18.

13. Despite repeated request, Defendant(s) have willfully failed and/or refused to pay the aforesaid sum due.

**WHEREFORE**, Plaintiff demands Judgment in its favor, and against Defendant(s), in the amount of \$5,436.90 plus legal interest from the date of breach, reasonable attorney's fees in the amount of \$1,794.18 with continuing interest at the contract rate thereon 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

## Pennsylvania Simple Interest Vehicle Retail Instalment Contract

DATE 12/03/2003

Buyer (and Co-Buyer) Name and Address (including County and Zip Code) **BUCKTAIL LODGE**  
**DONNA M GREGORY**  
**PO BOX 76 RTE 120**  
**WESTPORT CLINTON PA 17778**

CREDITOR (Seller Name and Address) **EAGLE FORD INC.**  
**910 BELLEFONTE AVENUE**  
**LOCK HAVEN PA 17754**

JJ A 377 JM43

DEC 09 2003

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

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	2004 FORD	EXPLORER		1FMZU77K64UA70592	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in \_\_\_\_\_ \$ **N/A** \$ **N/A**  
 Year and Make \_\_\_\_\_ Gross Allowance \_\_\_\_\_ Amount Owning \_\_\_\_\_

## ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 29000.00 (1)
2. Down Payment	
Third Party Rebate Assigned to Creditor	\$ 2000.00
Cash Down Payment	\$ 1000.00
Trade-in _____ \$ <b>N/A</b> \$ <b>N/A</b> \$ <b>N/A</b>	
Total Down Payment	\$ 3000.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 26000.00 (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)	\$ <b>N/A</b>
Credit Disability Insurance (for term of contract)	\$ <b>N/A</b>
<b>N/A</b> (Term <b>N/A</b> Months (Estimate)) \$ <b>N/A</b>	
To Public Officials (I) for license (\$ <b>6.00</b> ), title (\$ <b>22.50</b> ), & registration (\$ <b>N/A</b> fees \$ <b>28.50</b> ;	
(II) for filing fees \$ <b>5.00</b>	
(III) for taxes (not in Cash Price) \$ <b>1625.00</b>	\$ <b>1650.50</b>
To <b>N/A</b> for <b>N/A</b>	\$ <b>N/A</b>
To <b>N/A</b> for <b>N/A</b>	\$ <b>N/A</b>
To <b>EAGLE FORD INC.</b> for <b>DOC FEE \$ 80.00</b>	\$ <b>80.00</b>
To <b>N/A</b> for <b>N/A</b>	\$ <b>N/A</b>
Total	\$ <b>1738.50</b> (4)
5. Amount Financed (3 plus 4)	\$ <b>27738.50</b> (5)

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate <b>7.25 %</b>	The dollar amount the credit will cost you <b>\$ 6543.58</b>	The amount of credit provided to you or on your behalf <b>\$ 27738.50</b>	The amount you will have paid when you have made all scheduled payments <b>\$ 34282.08</b>	The total cost of your purchase on credit, including your downpayment or \$ <b>3000.00</b>

Payment Schedule	Number of Payments	Amount of Each Payment	When Payments are due
Your payment schedule <b>XX</b>	<input type="checkbox"/> Payments <b>71</b>	\$ <b>476.14</b>	(monthly starting)
will be:	<input type="checkbox"/> 1 final	\$ <b>476.14</b>	<b>01/02/2004</b>

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.

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 **X** *Donna M. Gregory* CO-BUYER **X** *Donna M. Gregory*  
 SIGNS SIGNS

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

## NOTICE TO BUYER

Do not sign this contract in blank.

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

Keep it to protect your legal rights.

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

BUYER **X** *Donna M. Gregory* CO-BUYER **X** *Donna M. Gregory*  
 SIGNS 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 **EAGLE FORD INC.** By **X** *John M. Gregory* F&I MGR

JJ A 377 JM43

DEC 09 2003

## 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 **N/A** Insurer

\$ **N/A** Premium Insured(s)

Signature

Credit

Disability **N/A** Insurer

\$ **N/A** Premium Insured

Signature

**N/A** Other Optional Insurance **N/A** Term

**N/A** Insurer \$ **N/A** Premium

Signature

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

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

Comprehensive  **N/A** Deductible Collision

Fire- Theft-Combined Additional Coverage

Towing and Labor

Term **N/A** Months (Estimate)

Premium \$ **N/A**

Debt Cancellation Waiver Addendum (Optional) If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the Itemization of Amount Financed under Section 4.

Buyer \_\_\_\_\_

Program No. \_\_\_\_\_

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000

or

Visit us at [www.fordcredit.com](http://www.fordcredit.com)

03-001

Acct # 2800.4220

Bal 10 5-22-06 \$ 436.90

Bal 10 5-22-06 \$ 436.90

## ADDITIONAL AGREEMENTS

**A. Payments and Summary Notice:** You must make all payments in U.S. funds 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 U.S. 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.

A\N

**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 item 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.

A\N

**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.

B005

## GARANTY

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 \_\_\_\_\_

## READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

### ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this clause, or arbitration of any issue; 3) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction, or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

### RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

**Rights You And We Do Not Give Up:** If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator exceeded its authority.

Either Party must contact any association below and the other Party to start arbitration. The applicable rules (the "Rules") may be obtained from the association.

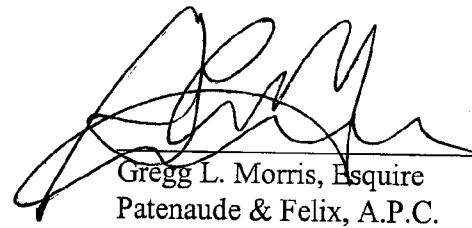
- American Arbitration Association ("AAA"), at 1-800-778-7879, or [www.adr.org](http://www.adr.org);
- J.A.M.S./Endispute, at 1-800-448-1660, or [www.jamsadr.com](http://www.jamsadr.com);
- National Arbitration Forum, at 1-800-474-2371, or [www.arb-forum.com](http://www.arb-forum.com).

If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. We will pay your legal reasonable arbitration fees and expenses (not including attorney fees, except where applicable law otherwise provides) in excess of \$125. We will pay the whole filing fee if we demand arbitration first. Any portion of this arbitration clause that is unenforceable shall be severed, and the remaining provisions shall be enforced.

### 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 are based upon and have been obtained from a review of the facts and information contained in the business records of the Plaintiff supplied to us by 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: July 20, 2006



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

FILED  
JUL 24 2006  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101750  
NO. 06-1181-CD  
SERVICE # 1 OF 2  
COMPLAINT

PLAINTIFF: FORD CREDIT PRIMUS FINANCIAL AUTOMOTIVE SERVICES  
vs.  
DEFENDANT: BUCKTAIL LODGE and DONNA M. GREGORY

SHERIFF RETURN

---

NOW, August 02, 2006 AT 10:10 AM SERVED THE WITHIN COMPLAINT ON BUCKTAIL LODGE DEFENDANT AT 219 ELECTRIC AVE., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DONNA GREGORY, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED  
08/09/06  
AUG 09 2006  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101750  
NO: 06-1181-CD  
SERVICE # 2 OF 2  
COMPLAINT

PLAINTIFF: FORD CREDIT PRIMUS FINANCIAL AUTOMOTIVE SERVICES  
VS.  
DEFENDANT: BUCKTAIL LODGE and DONNA M. GREGORY

**SHERIFF RETURN**

---

NOW, August 02, 2006 AT 10:10 AM SERVED THE WITHIN COMPLAINT ON DONNA M. GREGORY DEFENDANT AT 219 ELECTRIC AVE., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DONNA M. GREGORY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

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

DOCKET # 101750  
NO: 06-1181-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: FORD CREDIT PRIMUS FINANCIAL AUTOMOTIVE SERVICES  
vs.  
DEFENDANT: BUCKTAIL LODGE and DONNA M. GREGORY

## **SHERIFF RETURN**

## RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PATENAUDE	33311	20.00
SHERIFF HAWKINS	PATENAUDE	33311	40.02

Sworn to Before Me This

## So Answers,

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

✓ Chester A. Hawkins  
Sheriff

**FILED**

AUG 09 2006

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT PRIMUS FINANCIAL )  
AUTOMOTIVE SERVICES, ) NO. 2006-1181-<sup>CD</sup><sub>CV</sub>  
 )  
 Plaintiff, )  
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 V. )  
 )  
 BUCKTAIL LOUNGE AND )  
 DONNA M GREGORY, )  
 )  
 Defendants. )

**PRAECIPE TO SETTLE  
AND DISCONTINUE  
WITH PREJUDICE**

Filed on behalf of  
FORD CREDIT PRIMUS  
FINANCIAL  
AUTOMOTIVE SERVICES  
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 <sup>No cl</sup>  
m 10.50 cm <sup>Cert of</sup>  
AUG 16 2007 <sup>disc issued</sup>  
to <sup>WAM</sup> Mohis  
*WAM*

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT PRIMUS FINANCIAL )  
AUTOMOTIVE SERVICES, ) NO. 2006-1181-CV  
 )  
 Plaintiff, )  
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 V. )  
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 BUCKTAIL LOUNGE AND )  
 DONNA M GREGORY, )  
 )  
 Defendants. )

**PRAECIPE TO SETTLE AND DISCONTINUE WITH PREJUDICE**

TO: Prothonotary

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

Respectfully submitted:

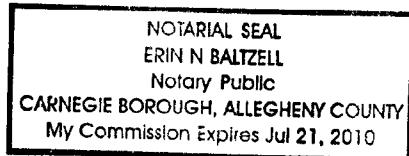
Date: \_\_\_\_\_

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

Sworn to and subscribed before me

this 14 day of August 2007,

L. N. Baltzell  
Notary Public



I, Gregg L Morris, attorney for Plaintiff, FORD CREDIT PRIMUS FINANCIAL AUTOMOTIVE SERVICES , 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:

BUCKTAIL LODGE  
219 ELECTRIC AVE  
HOUTZDALE, PA 16651

DONNA M GREGORY  
PO BOX 235  
MADERA, PA 16660

Date: \_\_\_\_\_

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

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

## **CIVIL DIVISION**

Copy

## Ford Credit Primus Financial Auto

**Vs.** **No. 2006-01181-CD**  
**Bucktail Lodge**  
**Donna M. Gregory**

**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 August 16, 2007, marked:

Settled and discontinued without prejudice.

Record costs in the sum of \$85.00 have been paid in full by Patenaude & Felix.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 16th day of August A.D. 2007.

William Chan

William A. Shaw, Prothonotary