

06-1243-CD

Ford Credit vs Catherine L. Stover

2006-1243-CD

Ford Credit et al vs Catherine Stover

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT t/d/b/a FORD MOTOR
CREDIT COMPANY

Plaintiff,
v.

CATHERINE L STOVER ,

Defendant(s).

)
) NO.
) 06-1243-CD
)
)
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)
)

FILED
M 2:15pm AUG 3 2006
pd \$85.00 A/H
No CC
IC to shff
S

William A. Shaw
Prothonotary

COMPLAINT IN CIVIL ACTION

Filed on behalf of:
FORD CREDIT t/d/b/a 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 East Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT t/d/b/a FORD MOTOR)
CREDIT COMPANY,)
) NO.
 Plaintiff,)
)
 v.)
)
 CATHERINE L STOVER ,)
)
 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.

David S. Meholic
Court Administration
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT t/d/b/a FORD MOTOR)
CREDIT COMPANY,)
Plaintiff) NO.
v.)
CATHERINE L STOVER ,)
Defendant(s))

COMPLAINT IN CIVIL ACTION

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

1. Plaintiff, FORD CREDIT t/d/b/a FORD MOTOR CREDIT COMPANY, is a corporation with offices at 575 East Swedesford Road, Suite 100, Wayne, PA 19807.
2. Defendant is CATHERINE L STOVER , an adult individual, who is believed to currently reside at PO BOX 1063 , CLEARFIELD, PA 16830.
3. On or about May 24, 2004, the aforesaid Defendant(s) 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(s) is in default for failing to pay in accordance with the terms thereof.

6. The outstanding balance due from Defendant(s) to Plaintiff is \$3,704.57 plus interest at the legal rate of per annum from May 16, 2006.

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

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

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

10. Plaintiff avers that such attorney's fees will amount to \$1,222.51.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant(s), in the amount of \$3,704.57, plus legal interest from the date of breach, reasonable attorney's fees in the amount of \$1,222.51 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 & Helix, A.P.C.

GREGG L. MORRIS, ESQUIRE
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

Pennsylvania Motor Vehicle Lease Agreement

<p align="center">1-800-727-7000</p>  <p align="center">Ford Credit</p>	<p align="center">Lease Date: 06/24/04</p> <p align="center">CATHERINE L. SIOVER 715 HEAVER ST. P.O. BOX 1063 CLEARFIELD, PA 16830</p> <p align="center">DOTS MOTOR CO., INC. 316 E. MARKET ST. CLEARFIELD, PA 16830</p>	<p align="center">Lease (and Co-Lessee) - Name and Address (including County):</p> <p align="center">Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Ford Credit.</p> <p align="center">Lessor: <i>Catherine L. Siover</i></p> <p align="center">Co-Lessee: <i>Catherine L. Siover</i></p> <p align="center">YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.</p> <p align="center">NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in. (2) You have the right to get a filled-in copy of this lease. You state that You have been given a filled-in copy of this lease at the time You sign it and notice of the assignment of this lease by the Lessor to Ford Credit.</p>
--	---	--

"Ford Credit" is Ford Motor Credit Company. The "Holder" is CAB EAST LLC and its assigns.

By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease.

New/Used/Demo Mileage at Delivery Year/Make/Model GVW if Truck (Ib.) Vehicle ID # Vehicle Use

NEW 44 2005 FORD ESCAPE 1EYN193105KA08168 PERSONAL

1. Amount Due At Lease Signing or Delivery (Itemized below):

2. Monthly Payments

Your first monthly payment of \$ 1459.07 is due on 06/24/04 (based on the 35 payments of \$2659.00 due on the 24th day of each month. The total of Your monthly payments is \$ 14592.07

3. Other Charges (not part of Your monthly payment) Disposition fee (If You do not purchase the Vehicle)

4. Total of Payments (The amount You will have paid by the end of the lease)

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction \$ 1595.00

b. First monthly payment \$ 405.02

c. Refundable security deposit \$ 425.00

d. Title fees \$ 22.50

e. Registration fees \$ 6.00

f. UPFRONT SALES TAX \$ 53.65

g. HUM. FEE \$ 0.00

h. \$ 0.00

Total \$ 2585.12

6. How the Amount Due at Lease Signing or Delivery will be paid:

a. Net trade-in allowance \$ N/A

b. Rebates and noncash credits \$ 1000.00

c. Amount to be paid in cash \$ 1585.12

d. \$ N/A

Total \$ 1585.12

7. Your monthly payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ 2659.00) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) \$ 2659.00

b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost \$ 1595.00

c. Adjusted capitalized cost. The amount used in calculating Your base monthly payment \$ 2659.00

d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base monthly payment \$ 1922.40

e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term \$ 773.80

f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts \$ 3604.72

g. Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge \$ 13376.32

h. Lease payments. The number of payments in Your lease \$ 36

i. Base monthly payment \$ 371.44

j. Monthly sales / use tax \$ 33.45

k. \$ 0.00

l. \$ 0.00

m. Total monthly payment \$ 405.07

n. Lease term in months 26

Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor \$ 15 cents per mile for each mile in excess of 36044 miles shown on the odometer. See Items 16 and 22 on back for additional excess wear and use terms.

Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of \$ N/A cents per unused mile for the number of unused miles between \$ N/A and \$ N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed. If You terminate Your lease early, extend any purchase option, or are in default or the credit is less than \$100.

10. Purchase Option at End of Lease Term \$ 15226.40 plus official fees and taxes is Your lease and purchase option price. You have the option to purchase the Vehicle from Lessor in cash for the purchase option price at the end of the lease term if You are not in default.

Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

11. WARRANTY. The Vehicle is covered by any warranty, extended warranty or service contract indicated below:

Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle.

If the Vehicle is of a type normally used for personal use and the Lessor, or the Vehicle's manufacturer, extends a written warranty or service contract covering the Vehicle within 30 days from the date of this lease, 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 except as otherwise stated by state law.

12. OFFICIAL FEES AND TAXES \$ 1459.07

The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

13. LESSOR SERVICES (See Items 18 on back)

14. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 1.5% of the full amount of the scheduled payment or \$50.00 whichever is less.

15. Itemization of Gross Capitalized Cost

<p align="center">Agreed Upon Value of the Vehicle \$ 2659.00</p> <p align="center">Documentation Fee \$ N/A</p>	<p align="center">Sales/Use Tax & Other \$ N/A</p>	<p align="center">Title Fees \$ N/A</p>	<p align="center">License & Registration Fees \$ N/A</p>	<p align="center">Extended Warranty & Service Contract \$ N/A</p>
				<p align="center">Lessor Services \$ N/A</p>
				<p align="center">Acquisition Fee \$ 15226.40</p>
				<p align="center">Total Gross Capitalized Cost \$ 26595.00</p>

SIGNATURES AND IMPORTANT NOTICES

Red Carpet Lease.

Ford Credit

Vehicle Leasing Plan

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Ford Credit.

Lessor: *Catherine L. Siover*

Co-Lessee: *Catherine L. Siover*

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

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in. (2) You have the right to get a filled-in copy of this lease. You state that You have been given a filled-in copy of this lease at the time You sign it and notice of the assignment of this lease by the Lessor to Ford Credit.

exhibit "1"

20- Alo 5/17/06 ~~3714.57~~

ADDITIONAL AGREEMENTS:

Interest and Summary Notice: You must make all payments in 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 finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. The Creditor will apply your payments to the earned and unpaid part of the Finance Charge and then to unpaid Amount Financed. The Creditor earns Finance Charge by tying the Annual Percentage Rate to the unpaid Amount Financed the actual time the unpaid Amount Financed is outstanding. If the title is repossessed, you will not have a right to reinstate the contract unless the Creditor agrees.

Security Interest: You give the Creditor a security interest in:

The vehicle and all parts or other goods put on the vehicle; and all money or goods received for the vehicle; and

All insurance premiums and service contracts financed for you.

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

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 omit the use of the vehicle outside of the United States, except for 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, tends 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, except as otherwise provided by state law.

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 of 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.

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

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

F. Default; You will be in default if:

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

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

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

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

G. Consumer Reports: You will allow PRIMUS Financial Services to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

H. General: You will contact PRIMUS Financial Services about this account, call 1-800-945-8000. Also, you may make address and other selected changes at www.primuscredit.com. The law of Pennsylvania applies to this contract. If that law does not allow all of the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

FTC NOTICES

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

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

GUARANTY

I 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. A 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; (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor so 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 request arbitration 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 arbitrability of any issue; 3) Claims between us and 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 1-800-778-7679, or www.adr.org;

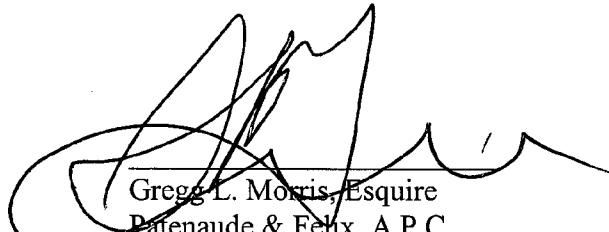
• J.A.M.S./Endispute, at 1-800-474-2371, or www.jamr.com.

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. at sec.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. We will pay your total 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 17, 2006



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

LAW OFFICES OF
PATENAUDE & FELIX, A.P.C.
A PROFESSIONAL LAW CORPORATION

4545 MURPHY CANYON RD, 3RD FL
SAN DIEGO, CALIFORNIA 92123
TEL (858) 244-7600 (800) 832-7675
FAX (858) 836-0318

213 EAST MAIN STREET
CARNEGIE, PENNSYLVANIA 15106
TEL (412) 429-7675 (866) 772-7675
FAX (412) 429-7679

PLEASE REPLY TO OFFICE INDICATED

July 17, 2006

Prothonotary of Clearfield County
230 E. Market Street
Clearfield, PA 16830

**Re.: FORD CREDIT t/d/b/a FORD MOTOR CREDIT COMPANY v.
CATHERINE L STOVER
Our File Number: 2800.4633**

To Whom It May Concern:

Enclosed please find a Complaint for filing in the above captioned matter along with a check in the amount of \$ 85.00 representing the filing fee. Once the Complaint has been filed, kindly return a time stamped copy of the Cover Sheet in the enclosed, self-addressed, stamped envelope. Your cooperation in doing so is greatly appreciated.

I have also enclosed a letter and a check made payable to the Clearfield County Sheriff in the amount of \$ 100.00 representing their fees for service, as well as a self-addressed stamped envelope for the Sheriff's Return. Please forward the Complaint, letter and check to the Sheriff for service.

Please feel free to contact me should you have any questions or require additional information.

Sincerely yours,

Gregg E. Morris, Esquire

THIS COMMUNICATION IS FROM A DEBT COLLECTOR

FILED

AUG - 3 2006

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101793
NO: 06-1243-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: FORD CREDIT t/d/b/a FORD MOTOR CREDIT COMPANY
vs.
DEFENDANT: CATHERINE L. STOVER

SHERIFF RETURN

NOW, August 07, 2006 AT 2:30 PM SERVED THE WITHIN COMPLAINT ON CATHERINE L. STOVER DEFENDANT AT (911): 715 WEAVER ST. APT. 1063, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CATHERINE L. STOVER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / HUNTER

FILED
9/2/06 LM
AUG 17 2006
SS

William A. Shaw
Prothonotary

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PATENAUME	33423	10.00
SHERIFF HAWKINS	PATENAUME	33423	20.00

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

FILED

AUG 17 2006

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT t/d/b/a FORD)
MOTOR CREDIT CO.,) NO. 06-1243-CD
)
 Plaintiff)
)
 v.)
)
 CATHERINE L STOVER,)
)
 Defendant(s))

**PRAECIPE TO SETTLE
AND DISCONTINUE
WITH PREJUDICE**

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

STOVER, CATHERINE 2800.4633.wpd

FILED *1cc & 1CeA of
M 11.50Lm disc issued to
SEP 11 2006 Atty Morris
copy to CJA
WN
William A. Shaw
Prothonotary/Clerk of Courts*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT t/d/b/a FORD)
MOTOR CREDIT CO.,) NO. 06-1243-CD
Plaintiff)
v.)
CATHERINE L STOVER,)
Defendant(s))

PRAECIPE TO SETTLE AND DISCONTINUE WITH PREJUDICE

TO: Prothonotary

Please settle and discontinue the matter captioned above with prejudice. Thank you.

Respectfully submitted:

Date: 9/8/06

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

Sworn to and subscribed before me

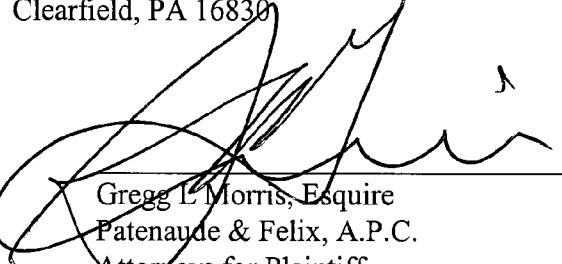
this _____ day of _____ 2006,

Notary Public

I, Gregg L Morris, attorney for Plaintiff, Ford Credit t/d/b/a Ford Motor Credit Co.,
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:

James A Naddeo
207 East Market St.
P.O. Box 552
Clearfield, PA 16830

Date: 9/8/06


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

**PATENAUDA
FELIX, A.P.C.**
A PROFESSIONAL LAW CORPORATION

[X] PLEASE REPLY TO OFFICE INDICATED

[] 4545 MURPHY CANYON ROAD, THIRD FLOOR
SAN DIEGO, CA 92123
TEL (858) 244-7600 (800) 832-7675
FAX (858) 836-0318

[X] 213 EAST MAIN STREET
CARNEGIE, PA 15106
TEL (412) 429-7675 (866) 772-7675
FAX (412) 429-7679

[] 1771 EAST FLAMINGO ROAD, SUITE 112A
LAS VEGAS, NV 89119
TEL (702) 952-2031 (800) 867-3092
FAX (702) 992-6286

September 6, 2006

Clearfield County Prothonotary
230 East Market St.
Clearfield, PA 16830

Re: Ford Credit t/d/b/a Ford Motor Credit Co. v. Catherine L. Stover
Docket No.: 06-1243-CD
Our File No.: 2800.4633

To Whom It May Concern:

Enclosed you will find a Praeclipe to Settle and Discontinue for filing in the above captioned matter. Once the original has been filed, please return a time-stamped copy of the face sheet to my office in the enclosed, self-addressed, stamped envelope. Your cooperation in doing so is greatly appreciated.

Thank you in advance for your anticipated cooperation in this matter.

Sincerely yours,

Gregg J. Morris, Esquire

GLM/cjs
Enclosure

cc: James A Naddeo, Esq. (w/encl.)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Ford Credit
Ford Motor Credit Company

Vs. No. 2006-01243-CD
Catherine L. Stover

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 September 11, 2006, marked:

Settled and discontinued with 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 11th day of September A.D. 2006.

William A. Shaw

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT t/d/b/a FORD)
MOTOR CREDIT CO.,) NO. 06-1243-CD
)
 Plaintiff)
)
 v.)
)
)
 CATHERINE L STOVER,)
)
)
 Defendant(s))

2003

**PRAECIPE TO SETTLE
AND DISCONTINUE
WITH PREJUDICE**

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

STOVER, CATHERINE 2800.4633.wpd

FILED
010:45 am NOCC
SEP 26 2006 Cert of Disc
issued to
William A. Shaw Atty Morris
Prothonotary/Clerk of Courts copy to c1A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT t/d/b/a FORD)
MOTOR CREDIT CO.,) NO. 06-1243-CD
Plaintiff)
v.)
CATHERINE L STOVER,)
Defendant(s))

PRAECIPE TO SETTLE AND DISCONTINUE WITH PREJUDICE

TO: Prothonotary

Please settle and discontinue the matter captioned above with prejudice. Thank you.

Respectfully submitted:

Date: 9/8/06

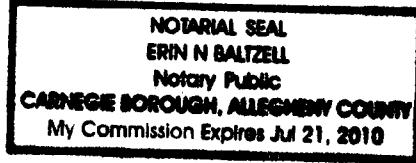
Gregg L. Morris, Esquire
Paterno & Felix, A.P.C.
213 E Main Street
Carnegie, PA 15106
(412) 429-7675

Sworn to and subscribed before me

this 8 day of September 2006,

Erin N. Baltzell

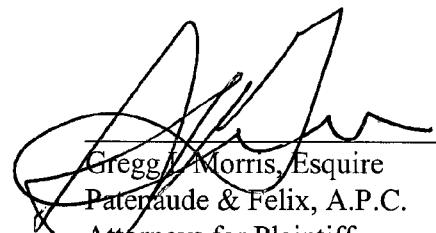
Notary Public



I, Gregg L Morris, attorney for Plaintiff, Ford Credit t/d/b/a Ford Motor Credit Co.,
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:

James A Naddeo
207 East Market St.
P.O. Box 552
Clearfield, PA 16830

Date: 9/8/06



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

FILED

SEP 26 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Ford Credit
Ford Motor Credit Company

Vs. No. 2006-01243-CD
Catherine L. Stover

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 September 26, 2006, marked:

Settled, discontinued with 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 26th day of September A.D. 2006.



William A. Shaw, Prothonotary