

06-1804-CD
Enterprise Rent a car vs Jamie Monahan

Enterprise Rent a car vs Jamie Monahan
2006-1804-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA, CIVIL DIVISION

ENTERPRISE RENT A CAR CO. OF
PITTSBURGH, INC.,

Plaintiff,

vs.

JAMIE LYNN MONAHAN
FORMERLY JAMIE TOKGOZ

Defendant.

CIVIL ACTION – LAW

No. *06-1804-CD*

COMPLAINT IN CIVIL ACTION

Filed on Behalf of Plaintiff,
ENTERPRISE RENT A CAR CO. OF
PITTSBURGH, INC.

COUNSEL OF RECORD FOR THIS
PARTY:

John R. Keating, Esquire
PA I.D. No. 52779

LAW OFFICES OF JOHN R. KEATING,
P.C.
4232 Northern Pike, Suite 103
Monroeville, PA 15146
(412) 856-8484 Phone
(412) 856-4444 Fax

FILED *Att'y pd. 85.00*
11:32 AM
NOV 02 2006 *ICC Att'y*

William A. Shaw
Prothonotary/Clerk of Courts

February 6, 2008 Document
Reinstated/Rescued to Sheriff's Attorney
for service.

William A. Shaw
Deputy Prothonotary.

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

| | | |
|------------------------------|---|--------------------|
| ENTERPRISE RENT A CAR CO. OF |) | CIVIL ACTION – LAW |
| PITTSBURGH, INC., |) | |
| |) | |
| Plaintiff, |) | No. |
| |) | |
| vs. |) | |
| |) | |
| JAMIE LYNN MONAHAN |) | |
| FORMERLY JAMIE TOKGOZ |) | |
| |) | |
| Defendant. |) | |

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim 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 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, THEN YOU SHOULD 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 ON AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

NOTICE TO DEFEND:

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT 5982

LAWYER REFERRAL SERVICE:
PENNSYLVANIA LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
(800) 692-7375

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

| | | |
|------------------------------|---|--------------------|
| ENTERPRISE RENT A CAR CO. OF |) | CIVIL ACTION – LAW |
| PITTSBURGH, INC., |) | |
| |) | |
| Plaintiff, |) | No. |
| |) | |
| vs. |) | |
| |) | |
| JAMIE LYNN MONAHAN |) | |
| FORMERLY JAMIE TOKGOZ |) | |
| |) | |
| Defendant. |) | |

COMPLAINT IN CIVIL ACTION

1. Plaintiff, ENTERPRISE RENT A CAR (hereinafter "Plaintiff") is a corporation doing business at 1199 S. Brady Street, Du Bois, Clearfield County, Pennsylvania, 15801-3407.
2. Defendant, JAMIE LYNN MONAHAN (hereinafter "Defendant") is an individual formerly known as JAMIE TOKGOZ whose last known address is 4115 Boones Grove Way, Louisville, KY 40299.
3. On or about December 16, 2005 Defendant entered a contract in Du Bois with Plaintiff for the rental of a 2005 Chevrolet Malibu (VIN 1G1ND52FX5M246541). A true and correct copy of the contract is attached hereto, made a part hereof, and marked as Exhibit "1" pages 1 through 3.
4. In submitting the executed contract to Plaintiff, Defendant held out that she would operate the vehicle in accordance with the terms and conditions of the parties' agreement.

5. Under Section 1 of the contract (Ex. "1" page 2), Defendant promised to return the rented automobile to Plaintiff in the same condition as when delivered to her, ordinary wear and tear excepted.
6. Under Section 5 of the contract (Ex. "1" page 2), Defendant agreed to pay for any damage incurred to the rented automobile if the damage waiver that was purchased did not apply.
7. Under Section 5 of the contract (Ex. "1" page 2), Defendant agreed to be responsible for and to pay Plaintiff the retail value of replacing and/or repairing all losses and damages to the rented automobile, including loss of use during the period the rented automobile may be unavailable for rental use, regardless of fault or negligence of herself or any other person.
8. Under the terms of the contract (Ex. "1" page 3 Sections 15 and 16), Defendant is not entitled to the partial damage waiver, personal accident insurance or supplemental liability protection under the contract if any terms of the contract are violated.
9. The automobile rented by Defendant was delivered to her in good condition.
10. On or about January 13, 2006 the automobile rented by Defendant was damaged as a result of accident that occurred in the state of Indiana .
11. The damages sustained to the vehicle are reflected on the appraisers report which is attached hereto, made a part hereof and has been marked as Exhibit "2" pages 1 and 2.
12. Plaintiff was billed for the towing of its vehicle by Hamricks Diesel Service

Enterprise Rent A Car vs Jamie Lynn Monahan formerly Jamie Tokgoz. – Complaint Page 6
& Trailer Repair LLC as reflected on the invoice in the amount of \$51.00 which is

attached hereto, made a part hereof and which has been marked as Exhibit “3” page 1.

13. As a result of the damage suffered to the rented automobile, Plaintiff has been damaged in the amount of \$3,249.02 representing loss in value to the rented automobile, incidental charges. The loss is calculated as follows:

| | |
|----------------|-------------|
| Actual damages | \$ 3,082.02 |
| Loss of Use | \$ 116.00 |
| Towing | \$ 51.00 |
| TOTAL | \$ 3,249.02 |

14. Despite repeated demands from Plaintiff, Defendant has failed or refused to pay for the damages owed to Plaintiff under the terms of the contract between the parties (Ex. "1" pages 1 and 2).

BREACH OF CONTRACT

15. Paragraphs 1 through 15 are incorporated herein by reference as though set forth at length.

16. Defendant breached Section 1 of the contract (Ex. "1") by failing to return the automobile to Plaintiff in the same condition as when delivered.

17. Defendant is not entitled to the partial damage waiver, personal accident insurance or supplemental liability protection under the contract because she did not purchase damage waiver. Exhibit “1” page 3 paragraph 15 (a)(1).

18. Defendant breached Section 2 (d) (2) of the contract (Ex. "1" page 2) by refusing to pay for any damage incurred to the rented automobile if a damage waiver is not purchased or does not apply.

19. A copy of the appraisal report evidencing the damages suffered to Plaintiff

Enterprise Rent A Car vs Jamie Lynn Monahan formerly Jamie Tokgoz. – Complaint Page 7
due to the Defendant's failure to return the automobile in good condition is attached

hereto, made a part hereof and marked as Exhibit "2" pages 1 and 2.

20. Under Section 5 of the contract (Ex. "1" page 2), Plaintiff is entitled to the retail value of replacing and/or repairing all losses and damages to the rented automobile, including loss of use during the period the rented automobile may be unavailable for rental use, regardless of fault or negligence of the Defendant or any other person.

21. Under Section 2 (d)(4) of the contract (Ex. "1" page 2), Plaintiff is entitled to a one and one-half percent (1½%) late charge on all charges unpaid after thirty (30) days after the end of the automobile rental.

22. The damages sustained to the vehicle are the responsibility of the Defendant under the expressed terms of the rental agreement she had signed. As set forth in paragraph 13, Plaintiff's loss is calculated as follows:

| | |
|----------------|-------------|
| Actual damages | \$ 3,082.02 |
| Loss of Use | \$ 116.00 |
| Towing | \$ 51.00 |
| TOTAL | \$ 3,249.00 |

23. Under Section 2 (d)(5)(c) of the contract (Ex. "1"), Defendant agreed to pay Plaintiff for all expenses incurred by Plaintiff in the collection of monies due under the contract or in enforcing any term or condition of the contract, including attorney's fees and costs.

24. Plaintiff's reasonable and actual attorney's fees in pursuing this claim through litigation are or will be \$1,017.07

WHEREFORE, the Plaintiff requests judgment in its favor, and against Defendant, JAMIE LYNN MONAHAN FORMERLY KNOWN AS JAMIE TOKGOZ in the amount of \$3,249.00 with interest at one and one half percent per month (1½%) from February 13, 2006, attorney's fees of \$1,017.07 and costs.

LAW OFFICES OF JOHN R. KEATING, P.C.

BY: 

Attorney for Plaintiff
4232 Northern Pike, Suite 103
Monroeville, PA 15146
(412) 856-8484
(412) 856-4444 Fax



OWNER OF VEHICLE: ENTERPRISE RENT-A-CAR COMPANY OF PITTSBURGH
BRANCH ADDRESS: 1199 S. BRADY STREET 814-375-5550
DU BOIS PA 15801-3407 4032 SU CLOSED

MO 8:00A- 6:00P TU 8:00A- 6:00P
WE 8:00A- 6:00P TH 8:00A- 6:00P
FR 8:00A- 6:00P SA 9:00A-12:00P

| | | | |
|----------------------------|--|---|-------------------------------------|
| RENTAL TYPE I | SOURCE # 633346 | ID # 001 | RENTAL AGREEMENT NO D 319430 |
| RENTER TOK602* JAMIE* | DAY = CALENDAR DAY | | |
| 1254 PM 12/16/05 | NO CHARGE FOR MILES | | |
| START CHARGES IF DIFFERENT | ADDRESS 30 HUNTLEY RD | HOME PHONE 860-779-7414 | |
| ORIGINAL VEHICLE | CITY DAYVILLE | STATE CT | ZIP 06241-1623 |
| COLOR DRIFTWD | LICENSE NO G8P5543 | DOB 11/10/81 | EMPLOYER |
| MODEL CLAS | ECARR XQH398 | DRIVER LICENSE 1720687306 | EXPIRES 11/10/07 |
| MILE AGE | IN 02119 | BILL TO Y | COMPANY GEICO FREDERICKSBURG ARMS** |
| DRIVEN | ATN: FA123*UNASSIGNED* | PHONE 540-898-7246 | EXT |
| CONDITION AGREED TO | REFERENCE NUMBER 028730439010101201 | | |
| NO DAMAGE | ADDITIONAL AUTHORIZED DRIVER EXEMPT AS REQUIRED BY LAW NONE PERMITTED WITHOUT OWNER'S WRITTEN APPROVAL | | |
| | REQUEST OWNER'S PERMISSION TO ALLOW NO OTHER DRIVER PERMITTED | | |
| | WHO IS UNDER MY CONTROL AND DIRECTION TO DRIVE VEHICLE FOR ME AND ON MY BEHALF, I AM RESPONSIBLE FOR THEIR ACTION WHILE THEY ARE DRIVING AND FOR FULFILLING TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT (AGREEMENT) USE OF VEHICLE BY UNAUTHORIZED DRIVER WILL BE AT MY LIABILITY AND RISK UNDER THIS AGREEMENT | | |
| | RENTER: <i>[Signature]</i> | | |
| | PERMISSION GRANTED TO OPERATE VEHICLE ONLY IN THE STATE OF CT AND THE FOLLOWING STATE(S): | | |
| | PA - IN | | |
| | (ANY STATE IN ANY OTHER STATE OR COUNTRY WILL AT MY LIABILITY AND RISK UNDER THIS AGREEMENT) | | |
| | RENTER DECLINES OPTIONAL DAMAGE WAIVER (DW) AND ASSUMES DAMAGE RESPONSIBILITY. SEE PAGE 2, PARAGRAPH 4 | RENTER ACCEPTS OPTIONAL DAMAGE WAIVER (DW) AT FEE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 10. DAMAGE WAIVER IS NOT INSURANCE | |
| | RENTER X | RENTER X | |
| | RENTER DECLINES OPTIONAL PERSONAL ACCIDENT INSURANCE (PAI) | RENTER ACCEPTS OPTIONAL PERSONAL ACCIDENT INSURANCE (PAI) AT FEE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 11 | |
| | RENTER X | RENTER X | |
| | RENTER DECLINES OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION (SLP) | RENTER ACCEPTS OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION (SLP) AT FEE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PAGE 3, PARAGRAPH 12 | |
| | RENTER X | RENTER X | |
| | ACKNOWLEDGMENT OF THE ENTIRE AGREEMENT, WHICH CONSISTS OF PAGES 1 THROUGH 4 | | |
| | I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON PAGES 1 THROUGH 4 OF THIS AGREEMENT AND BY MY SIGNATURE BELOW I AM THE RENTER UNDER THIS AGREEMENT. BY SIGNING BELOW, I AM AUTHORIZING RENTER TO PROCESS CHARGES ON MY CREDIT CARD(S) AND/OR DEBIT CARD(S) FOR ADVANCE DEPOSITS, INCREMENTAL AUTHORIZATIONS, DEPOSITS, AND CHARGES INCURRED, AS WELL AS PAYMENTS REFUSED BY A THIRD PARTY TO WHOM BILLING WAS DIRECTED. I CERTIFY THAT THE VEHICLE IS CURRENTLY VALID AND IS NOT UNINSURED, EXEMPT, REVOKED, CANCELLED, OR BURNED/DENIED. | | |
| | RENTER: <i>[Signature]</i> | DATE 12/16/05 | |
| | OWNER REP X | EMPL # 2679W | |
| | I WILL RETURN CAR BY: | DEPOSIT(S): | |
| | TIME 12/20/05 | AMOUNT PAID BY | |
| | INBURO: CLAIMANT | ADDITIONAL INFORMATION | |
| | LOSS DATE | | |
| | REPAIR SHOP | | |
| | LOCAL ADDRESS | LOCAL PHONE | |
| | REJECTION OF UNINSURED MOTORIST PROTECTION: I AM REJECTING UNINSURED MOTORIST COVERAGE UNDER THIS RENTAL OR LEASE AGREEMENT AND ANY POLICY OF INSURANCE OR SELF-INSURANCE ISSUED UNDER THIS AGREEMENT FOR MYSELF AND ALL OTHER PASSENGERS OF THIS VEHICLE. UNINSURED COVERAGE PROTECTS ME AND OTHER PASSENGERS IN THIS VEHICLE FOR LOSSES AND DAMAGES SUFFERED IF INJURY IS CAUSED BY THE NEGLIGENCE OF A DRIVER WHO DOES NOT HAVE ANY INSURANCE TO PAY FOR LOSSES AND DAMAGES. | | |
| | TOTAL CHARGES | | |
| | DEPOSITS | | |
| | REFUNDS | | |
| | AMOUNT DUE | | |
| | CLOSED BY | | |
| | PAID BY | CASH | CHECK |
| | RECEIPT OF CASH REFUND | DATE | AMOUNT RECEIVED |

ADDITIONAL TERMS AND CONDITIONS

I agree by my signature on the front of this Agreement I have read, am aware of, and accept full responsibility for the terms and conditions contained in this Agreement. This Agreement consists of Pages 1 through 4. I expressly agree that Owner and I are the only parties to this Agreement. Unless otherwise provided in this Agreement, when this Agreement uses "I," "me" and/or "mine", it means Rent-A-Car, any Authorized Driver(s) or me. "Owner" means Enterprise or Owner's representatives as noted on the front of this Agreement. I agree a third party may:

- have changed the reservation for the Vehicle; and/or
- pay for all or part of the rental bill; and/or
- negotiate certain terms of the rental, including but not limited to the type of the Vehicle, rental rate, length of rental, and/or selection of optional products

I authorize Owner to verify through credit agencies or other sources the personal and credit information provided by me. This Agreement is the entire agreement between Owner and me. This Agreement cannot be altered by another document or oral agreement unless agreed to in writing by Owner and me.

1. **Ownership / Vehicle Condition / Warranty Exclusion.** For purposes of this Agreement, Owner is the "OWNER OF VEHICLE" shown on the top of Page 1. I acknowledge the rented Vehicle (the "Vehicle") is, by ownership, beneficial interest or lease, the property of Owner, even if owned, registered or titled to a third party. I agree I received the Vehicle in good physical and mechanical condition. I am renting the Vehicle "AS IS". I have had an adequate opportunity to inspect the Vehicle and its operation before leaving Owner's office. Owner makes no warranties, either express or implied, including any implied warranty of use or fitness for a particular purpose. I will return the Vehicle to Owner in same condition as received, ordinary wear and tear excepted, on return date stated on Page 1 of this Agreement or on Owner's demand.

I agree that, if I return the Vehicle to a location other than the Rental Office whose address appears on Page 1 of this Agreement, or to the Rental Office whose address appears on Page 1 of this Agreement during non-business hours, I will be responsible for any and all damages unless Damage Waiver applies and/or rental charges until an employee of Owner checks in the vehicle.

2. Payment by Renter.

- For all daily items designated as "day" on Page 1 of this Agreement:
 - If Page 1 indicates "day = 24 hour period", a day is a 24 hour period beginning at the start time of the rental
 - If Page 1 indicates "day = calendar day", a day is any full or partial calendar day
 - All charges are for a minimum of 1 day
- For all rental terms shown as "week" or "month" on Page 1:
 - If Page 1 indicates "week", a week is 7 consecutive days beginning at the start time of the rental
 - If Page 1 indicates "month", a month is 30 consecutive days beginning at the start time of the rental
- I will pay Owner on demand as set forth on Page 1 of this Agreement:
 - the days and hours charges from the time I rented the Vehicle until the Vehicle is returned to Owner (the "Rental Period"). The hourly charge if shown on Page 1 will apply to each full or partial hour in excess of a rental day. The hourly charges will not exceed the cost of one additional day;
 - the mileage charge
 - the optional services and/or products charges for those items accepted by me;
 - the drop charge if shown on Page 1
 - the fuel charge at the rate shown on Page 1 of this Agreement for:
 - the pre-paid amount indicated; or
 - the difference in fuel level if the Vehicle is returned with less fuel than when rented. I will not receive a refund or credit if the Vehicle is returned with more fuel than when I received it.
 - the taxes, fees and other charges
- My Additional Responsibilities: Unless prohibited by law, I will pay Owner on demand:
 - a vehicle recovery fee if I return the Vehicle to a location other than the original rental office. This fee is the greater of \$100.00, or 5.50 per mile between the return location and the original rental office. This fee applies unless a drop charge is shown on Page 1 of this Agreement
 - for damage to or loss of or theft of the Vehicle, and related costs (see Paragraph 5). If Damage Waiver as outlined in Paragraph 15, does not apply
 - all fines and costs for legal violations incurred by Owner against the Vehicle, any driver or Owner during the Rental Period, unless caused by Owner. Owner may charge an administrative fee
 - a late charge of 1 % per month, not to exceed the maximum allowable by law, on all charges not paid within 30 days after the end of the Rental Period
 - all expenses incurred by Owner in the collection of amounts due Owner:
 - under this Agreement; and/or
 - in regaining possession of the Vehicle; and/or
 - in enforcing any term or condition of this Agreement, including attorneys' fees. Owner's administrative fees, and any other costs or expenses incurred by Owner

I authorize Owner to submit for payment charges on my credit card(s) and/or debit card(s):

- a credit card or debit card has been presented as means of payment or security; or
 - if any third party in whom a billing was needed refuses to make payment in full
- Owner limits the amount of available cash in each of its offices. Therefore, upon return of a Vehicle rented with a cash deposit, any excess cash that I am owed may be refunded by check issued by Owner's administrative office. This refund may take several days. All charges are subject to final audit by Owner.

3. Limit on Use and Termination of Right to Use

- I agree to the following limits on use:
 - The Vehicle will not be driven by any person other than me without Owner's prior written consent
 - The Vehicle will not be used for transporting persons or property for hire
 - The Vehicle will not be used for any illegal purposes, in any illegal or reckless manner, in a race or speed contest, or to tow or push anything
 - The Vehicle will not be used to carry passengers in excess of the number of seat belts provided by the manufacturer
 - I will not remove any seals from the Vehicle
 - The Vehicle will not be driven by any person impaired by the use of narcotics, intoxicants or drugs, whether taken with or without a prescription
 - The Vehicle will not be driven or taken outside the state authorized on Page 1 of this Agreement
 - The Vehicle will not be driven on an unpaved road or off-road
 - The Vehicle will not be operated by anyone:
 - who has given a fictitious name, false address, false or invalid driver's license; or
 - whose driver's license becomes invalid during the Rental Period; or
 - who has obtained the keys without permission of Owner; or
 - who misrepresents facts to Owner pertaining to this Agreement or use or operation of Vehicle
 - I will not transfer or assign this Agreement and/or re-rent the Vehicle
 - The Vehicle will not be used to transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature

- If any of these limits on use or any other provision of this Agreement are violated, my right to use the Vehicle will automatically terminate, without further notice to me. Owner will retain all other rights and remedies provided by law. If I continue to operate the Vehicle after the right to do so has terminated:
 - Owner has the right to notify the police that the Vehicle has been stolen; and
 - I release and discharge Owner from any liability arising from any such notice; and
 - Owner has the right to seize the Vehicle without legal process or notice to me; and
 - I waive all claims for damages connected with such seizure; and
 - I will pay all expenses incurred by Owner in returning the Vehicle to the original rental office

4. Accidents. I must immediately:

- report any accident in writing to the office where the Vehicle was rented; and
- deliver to the office where the Vehicle was rented every process, pleading and/or paper relating to any claims, suits and proceedings arising from or relating to any such accident

If any claim, suit or legal proceeding is brought, I will not help any claimant and will cooperate fully with Owner.

5. Damage to Loss or Theft of the Vehicle and Related Costs.

I accept responsibility for any damage to, loss or theft of the Vehicle or any part or accessory. I am responsible regardless of fault or negligence of mine or any other person or act of God. I will pay Owner the amount necessary to repair the Vehicle. However, if the Vehicle is stolen and not recovered or if Owner decides it would cost too much to repair the Vehicle, I will pay Owner the fair market value less any sale proceeds. Fair market value will be the retail value of the Vehicle immediately preceding the loss. Damages for which I am responsible include but are not limited to:

- loss of use, claim administrative fees, and/or diminishment of value; and/or
- towing, storage or impound fees; and/or
- other costs incurred by Owner to recover the Vehicle and to establish damages.

See Paragraph 15 for information on Damage Waiver.

6. Responsibility to Third Parties.

Owner complies with applicable motor vehicle financial responsibility laws as a state certified self-insurer, bondholder or cash depositor.

Unless required by Pennsylvania's financial responsibility laws, the following apply:

- Owner does not provide any insurance coverage to me or any passengers; and
- My or any driver's valid and collectible automobile liability insurance or self-insurance is primary and
- Owner's financial responsibility does not apply to:
 - any claim made by a passenger while riding in or on or getting out of the Vehicle; or
 - any liability imposed or assumed by anyone under any worker's compensation act, plan or contract

If required by Pennsylvania's financial responsibility laws, then Owner's obligation to third parties is limited to: Pennsylvania's minimum financial responsibility limits. This obligation applies only if I am in compliance with the terms and conditions of this Agreement. See Paragraph 16 for information on optional Supplemental Liability Protection.

7. Indemnification by Me.

I will defend, indemnify and hold Owner harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Owner:

- in any manner if they relate to this Agreement; or
- from the use of the Vehicle by any party, including claims of, or liabilities to, third parties.

I will present a claim to my insurance carrier for any such events or losses. I will have full responsibility to Owner for all such losses. This obligation may be limited if I elect to purchase optional SLP and/or optional DW. See Paragraphs 15 and 16 for more information.

8. Personal Injury Protection and Uninsured / Underinsured Motorist Protection.

Except as required by law, Owner does NOT provide Personal Injury Protection, No Fault Benefits or Medical Payment Coverage ("PIP") or Uninsured/Underinsured Motorist Protection ("UUAJIM") through this Agreement. If Owner is required by law to provide PIP and/or UUAJIM, I expressly select such protection in the minimum limits with the maximum deductible. I expressly waive and reject PIP and UUAJIM limits in excess of the minimum limits required by law.

9. Personal Property.

Owner is not responsible for any damage to or theft of my personal property if damaged or stolen. This applies whether the damage or theft occurs while I am renting the Vehicle or after I return it to Owner. I understand Owner will not be responsible for any personal property I leave in the Vehicle.

10. Use in Mexico Not Allowed.

I am not authorized or permitted to take the Vehicle into Mexico.

11. Third Party Proceeds.

If a third party agrees to pay any money owed by me under this Agreement, I hereby transfer to Owner my right to receive that payment. Only those amounts actually paid by a third party to Owner will reduce the amount owed by me under this Agreement. I will remain responsible for all charges not paid or such third party, such as charges for vehicle upgrades, extra rental days, optional products and all other charges. However, certain third parties may have agreed to pay Owner a flat fee for this Agreement. This flat fee is instead of Owner's "day" charges or the third party's per diem benefits. If that is the case, the flat fee paid by the third party could be more or less than:

- the normal "day" charges as calculated under this Agreement; or
- the per diem benefits provided by that third party

Regardless of how much money may be paid to Owner under such a flat fee agreement, third party payments will not be applied to:

- vehicle upgrades (other than those provided by the third party); or
- optional products (including, but not limited to, Damage Waiver, Personal Accident Insurance and/or Supplemental Liability Protection); or
- rental days beyond those specified by the third party

12. Power of Attorney.

By signing this Agreement, I give Owner a Limited Power of Attorney:

- to present any insurance claims to my insurance company
- if the Vehicle is damaged during the Rental Period; and/or
- if any liability claims against Owner arise in connection with this Agreement

I endorse my name on any checks or other payments made by any third party for any such damages or liabilities.

13. Severability.

If any part of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions will continue in full force and effect.

14. Limitation of Remedy / No Consequential Damages.

Owner's sole liability to me and my sole remedy is limited to:

- to the substitution of another similar Vehicle by Owner in me; and/or
 - to recovery by me of the pro rata daily rental rate for the period in which I do not have use of the Vehicle or a substitute Vehicle
- This only applies:
- if Owner violates any of its responsibilities under this Agreement; and/or
 - if the Vehicle has any mechanical failure or other failure not caused by me; and
 - if Owner is liable under applicable law for such breach or Vehicle failure.

I waive all claims for consequential, punitive, indirect, and incidental damages that might otherwise be available to me and such damages are excluded and not available to me.

ADDITIONAL TERMS AND CONDITIONS

PAGE 3 of 4
409PAFALL04

15. Optional Damage Waiver

Damage Waiver is not insurance and is not required in order to rent the Vehicle. I may buy optional Damage Waiver ("DW") from Owner for an additional fee. If I buy DW, Owner agrees, subject to the terms listed below under "Damage Waiver Invalidation", that I will not be responsible for:

- a. the cost of damage to the Vehicle; or
- b. the loss or theft of the Vehicle or any part or accessory; or
- c. any costs related to the damages described in (a) and (b).

This will be true regardless of whether I was at fault or whether the damage, loss or theft happened because of my negligence. DW does not apply in Mexico. When deciding whether or not to buy DW, I may want to check with my insurance company or credit card company to find out:

- a. whether I already have coverage or protection if the Vehicle is damaged or stolen; and
- b. the amount of my deductible or out-of-pocket responsibility if the Vehicle is damaged or stolen.

Damage Waiver Invalidation: DW will be invalidated and will not apply if any of the following should happen:

- a. If the Vehicle is damaged when used or driven:
 - (1) by anyone other than me without the prior written consent of Owner; or
 - (2) by anyone impaired by the use of alcohol, narcotics, intoxicants or drugs, whether taken with or without a prescription; or
 - (3) by anyone committing a felony or for any illegal purposes; or
 - (4) in a race or speed contest; or
 - (5) to tow or push anything; or
 - (6) outside the states authorized on Page 1 of this Agreement; or
 - (7) by anyone who has given a fictitious name, false address or false or invalid driver's license; or
 - (8) by anyone who does not have a valid driver's license, whose driver's license expires or becomes invalid during the Rental Period; or
 - (9) by anyone who misrepresents facts to Owner about the rental, use or operation of the Vehicle; or
 - (10) to transport persons or property for hire; or
 - (11) in a wanton or reckless manner; or
 - (12) on an unimproved road or off-road.
- b. If I:
 - (1) transfer or assign this Agreement and/or subject the Vehicle to anyone else; or
 - (2) deliberately damage the Vehicle or allow anyone else to do so; or
 - (3) fail or refuse to provide Owner, the police or any other authorities with a full report of any accident or vandalism involving the Vehicle; or
 - (4) otherwise fail to cooperate with Owner, police or any other authorities in the investigation of any accident or vandalism involving the Vehicle.
- c. If any of the Vehicle's interior components are stolen or damaged when the Vehicle is unlocked or its keys are not secured.
- d. If the Vehicle is stolen and I do not:
 - (1) return to the original rental office the original ignition key and Owner's key to the Vehicle; or
 - (2) file a police report within 24 hours after discovering the theft; or
 - (3) cooperate fully with Owner, the police or any other authorities in all matters connected with the investigation of the theft.

16. Optional Supplemental Liability Protection

The purchase of Supplemental Liability Protection is optional and not required in order to rent a Vehicle.

SLP Benefits:

- a. minimum financial responsibility limits as contained in the applicable motor vehicle financial responsibility laws of the state where the Vehicle is operated; AND
- b. excess insurance provided by Empire Fire and Marine Insurance Company.

The excess insurance provides me with third party liability protection with a combined single limit per accident equal to the difference between:

- a. the minimum financial responsibility limits set forth above; and
- b. \$1,000,000 Combined Single Limit per accident.

SLP will respond to third party accident claims. This includes bodily injury, death and property damage claims that arise from the use or operation of the Vehicle as permitted in this Agreement. SLP does not provide coverage for any loss arising from the use or operation of the Vehicle in Mexico. SLP is available for an additional charge as stipulated on Page 1 of this Agreement.

SLP Exclusions:

SLP does not apply in all situations, which are called "exclusions." For all exclusions, see the SLP policy issued by Empire Fire and Marine Insurance Company. Here are a few key exclusions from SLP:

- a. Any loss arising out of:
 - (1) an accident which occurs while I am under the influence of alcohol or drugs or other substances unless prescribed by a physician; or
 - (2) bodily injury or property damage sustained by:
 - (a) me; or
 - (b) any of my relatives or family members who live in the same household.
 - (3) the use or operation of the Vehicle by any driver other than me.
- b. Any liability arising out of or benefits payable under any:
 - (1) uninsured or underinsured motorists law, in any state; or
 - (2) first party benefit law, medical payments, no-fault or any law similar to the foregoing, in any state.
- c. Any bodily injury to an employee of the spouse, child, parent, brother or sister of that employee, arising out of and in the course of employment by me.
- d. Any property damage to property that is:
 - (1) transported by me; or
 - (2) in my care, custody or control.
- e. Any damage to the Vehicle.
- f. Any liability arising out of the use of the Vehicle if the Vehicle was rented based on false, misleading or fraudulent information.
- g. Any loss arising out of the use of the Vehicle in violation of the terms and conditions of this Agreement.

This is a summary of the actual SLP policy only. It is subject to all provisions, limitations, exceptions and exclusions of the SLP policy issued by Empire Fire and Marine Insurance Company. Upon request, a copy of the policy is available for my review. SLP may provide me with coverage that I already have under a personal insurance policy, credit card or some other source. Owner's employees, agents or endorseees are not qualified to evaluate the adequacy of my existing insurance coverage.

Report SLP Claims to:

Cambridge Integrated Services Group, Inc.
P.O. Box 94950, Cleveland, OH 44101-4950
Phone: 1-888-515-3132 Fax: 1-440-914-2903

17. Optional Personal Accident Insurance

The purchase of Personal Accident Insurance ("PAI") is optional and not required to rent a Vehicle. PAI provides me and my passengers with Accidental Death, Accidental Medical Expenses and Ambulance Expense benefits. PAI does not provide coverage in Mexico. PAI is available for an additional charge as stipulated on Page 1 of this Agreement. As used in this Paragraph, "I" and "me" means the person who signs this Agreement.

PAI Benefits:

| | Renter | Passenger |
|---|-----------|-----------|
| Accidental Death, Not to exceed | \$100,000 | \$10,000 |
| Accidental Medical Expenses, Not to exceed | \$2,225 | \$2,225 |
| Accidental Ambulance Expense, Not to exceed | \$150 | \$150 |

The above PAI benefits apply to me for accidents during the Rental Period whether or not I am in the Vehicle. Passengers are covered only for accidents occurring while they are in the Vehicle. Anyone other than me who is in or operating the Vehicle will be considered a "passenger" for the purposes of obtaining PAI benefits.

PAI Exclusions: PAI does not cover any death or injury caused, in whole or in part, directly or indirectly, by:

- a. suicide, attempted suicide or self-inflicted injury; or
- b. aircraft travel; or
- c. committing or attempting to commit an assault or felony; or
- d. an accident that occurs while under the influence of alcohol, drugs or other substances, unless prescribed by a physician; or
- e. an accident that occurs while participating as a trainee in a recreational or organized "ride or return" of a vehicle; or
- f. war or any act of war; or
- g. engagement in an illegal occupation.

PAI will not be available if I convert the Vehicle or I am in violation of the terms of this Agreement. I will be required to have converted the Vehicle whenever the Vehicle is not returned to Owner by the return date or by the extended return date.

The foregoing is only a summary of the actual PAI policy. It is subject to all provisions, limitations and exceptions of the PAI policy issued by Gulf Insurance Company. Upon request, copies of the policy is available for my review. PAI may provide me with coverage I already have under a personal insurance policy, homeowner's (tenant's) policy, credit card or some other source. Benefits available under the PAI policy, however, will be paid in addition to those received from any other source. Owner's employees, agents or endorseees are not qualified to evaluate the adequacy of my existing coverage.

To file PAI claims, I should obtain a claim form from any of Owner's rental offices, complete it and return it with a copy of this Agreement to:

Cambridge Integrated Services Group, Inc.
P.O. Box 94950, Cleveland, OH 44101-4950
Phone: 1-888-515-3132 Fax: 1-440-914-2903

18. Telematics Notice and Release

The Vehicle may be equipped with OnStar or another telematics system. I understand and agree that such systems utilize cellular telephone and/or radio signals to transmit data and communications. Therefore, my privacy cannot be guaranteed. I authorize:

- a. the use or disclosure of or access to call location information concerning me, the Vehicle, anywhere I am or any other use of the service;
 - b. automatic crash notification in any person for use in the operation of an automatic crash notification system; and
 - c. use of the vehicle location system.
- I release Owner, any operator of the telematics system, wireless carrier(s) and other suppliers of components or services, and their respective employees, officers, directors and agents from any:
- a. damage (including accidental and/or consequential damage) to persons (including but not limited to damage that I may suffer); or
 - b. damage to property that may be caused by any failure of the telematics system in operation.
- Third party service providers are not agents, employees or contractors of Owner. For limitations concerning warranty, privacy and performance of the telematics system in the Vehicle, I must contact the telematics provider.

19. Headings

The headings of the numbered paragraphs of this Agreement are for convenience only. They are not part of this Agreement and do not in any way limit, modify or amplify the terms and conditions of this Agreement.

20. Release of Information to Third Parties

I authorize Owner to provide any information about me in Owner's possession to applicable authorities and/or other third parties, where necessary.

Exhibit "1" Page 3

01/30/2006 at 10:29 AM
82353

Job Number: 513971

BUCKEYE HONDA/NISSAN COLLISION CENTER

Federal ID #:310804708
3959 Parkway Lane
Hilliard, OH 43026
(614)771-2376 Fax: (614)771-2387

ESTIMATE OF RECORD

Written By: Greg Kneice 01/26/2006 01:31 PM
Adjuster: Andrew Kohalmi (614)921-2469

Insured: Enterprise Rent-A-Car
Owner: Enterprise Rent-A-Car
Address: 3720 Lacon Rd
Hilliard, OH 43026
Business: (614)921-2469
Fax: (614)921-2568

Claim # LIC GBP5543
Policy #
Deductible:
Date of Loss:
Type of Loss:
Point of Impact:

Inspect
Location:

Insurance ENTERPRISE
Company: 3720 Lacon Rd
Hilliard, OH 43026

Business: (614)921-2469
Days to Repair

2005 CHEV CLASSIC MALIBU 4-2.2L-FI 4D SED GOLD Int:TAN

VIN: 1G1ND52FX5M246541 **Lic:** GBP5543

Prod Date: 12/2005 **Odometer:** 26514

| | | |
|------------------|------------------------|----------------|
| Air Conditioning | Rear Defogger | Tilt Wheel |
| Cruise Control | Intermittent Wipers | Keyless Entry |
| Dual Mirrors | Clear Coat Paint | Power Steering |
| Power Brakes | Power Windows | Power Locks |
| Power Mirrors | AM Radio | FM Radio |
| Stereo | Search/Seek | CD Player |
| Driver Air Bag | Passenger Air Bag | Cloth Seats |
| Bucket Seats | Automatic Transmission | Overdrive |

| NO. | OP. | DESCRIPTION | QTY | EXT. | PRICE | LABOR | PAINT |
|-----|------|----------------------------|-----|--------|-------|-------|-------|
| 1 | | FRONT BUMPER | | | | | |
| 2* | R&I | R&I bumper cover | | | | 0.6 | |
| 3 | | FRONT LAMPS | | | | | |
| 4 | R&I | LT Headlamp assy | | | | 0.3 | |
| 5 | | FENDER | | | | | |
| 6 | Blnd | LT Fender | | | | | 1.1 |
| 7 | R&I | LT Mud guard | | | | 0.2 | |
| 8 | | WHEELS | | | | | |
| 9* | Repl | RT/Front Wheel, steel 15x6 | 1 | 146.66 | m | 0.3 | 0.0 |
| 10 | Repl | RT/Front Wheel cover | 1 | 49.42 | | | |
| 11# | Subl | Mount \ Balance | 1 | 15.00 | | | |
| 12# | Repl | Tire Goodyear Eagle GA | 1 | 79.00 | | | |
| 13# | Subl | 4 Wheel Alignment | 1 | 69.95 | | | |
| 14# | | POSS. SUSP. DAMAGE | 1 | | | | |
| 15 | | PILLARS, ROCKER & FLOOR | | | | | |

Exhibit "2" Page 1

01/30/2006 at 10:29 AM
82353

Job Number: 513971

ESTIMATE OF RECORD

2005 CHEV CLASSIC MALIBU 4-2.2L-FI 4D SED GOLD Int:TAN

| NO. | OP. | DESCRIPTION | QTY | EXT. PRICE | LABOR | PAINT |
|---------------|------|---------------------------|-----|------------|-------|-------|
| 16 | Repl | LT Rocker molding black | 1 | 151.08 | 0.5 | |
| 17 | | FRONT DOOR | | | | |
| 18 | Repl | LT Door shell | 1 | 696.12 | 4.0 | 3.0 |
| 19 | | Add for Clear Coat | | | | 1.2 |
| 20 | | Add for power units | | | 0.4 | |
| 21 | Repl | LT Handle, outside primed | 1 | 44.25 | Incl. | 0.3 |
| 22 | Repl | LT Body side mldg | 1 | 54.04 | 0.3 | 0.4 |
| 23 | | REAR DOOR | | | | |
| 24 | Repl | LT Door shell | 1 | 687.86 | 4.0 | 2.8 |
| 25 | | Overlap Major Adj. Panel | | | | -0.4 |
| 26 | | Add for Clear Coat | | | | 0.5 |
| 27 | | Add for power units | | | 0.4 | |
| 28 | Repl | LT Body side mldg | 1 | 40.14 | 0.3 | 0.3 |
| 29 | | QUARTER PANEL | | | | |
| 30 | Blnd | LT Quarter panel | | | | 1.3 |
| 31# | Rpr | Rope back glass | | | 0.3 | |
| 32 | | REAR LAMPS | | | | |
| 33 | R&I | LT Combo lamp assy | | | Incl. | |
| 34 | | REAR BUMPER | | | | |
| 35* | R&I | R&I bumper cover | | | 0.8 | |
| 36# | Refn | Color Tint for Match | | | | 0.5 |
| 37# | Repl | Hazardous Waste | 1 | 3.50 | | |
| 38# | Repl | Cover Car | 1 | 10.00 | 0.3 | |
| 39# | Repl | Corrosion Protection | 1 | 15.00 | 0.3 | |
| 40# | Rpr | Color Sand and Buff | | | 1.0 | |
| 41# | Subl | Tow bill | 1 | 65.00 T | | |
| Subtotals ==> | | | | 2127.02 | 14.0 | 11.0 |

| | | |
|----------------|------------------------|---------|
| Parts | | 2062.02 |
| Body Labor | 14.0 hrs @ \$ 32.00/hr | 448.00 |
| Paint Labor | 11.0 hrs @ \$ 32.00/hr | 352.00 |
| Paint Supplies | 11.0 hrs @ \$ 20.00/hr | 220.00 |
| Sublet/Misc. | | 65.00 |

SUBTOTAL \$ 3147.02

GRAND TOTAL \$ 3147.02

ADJUSTMENTS:

Deductible 0.00

CUSTOMER PAY \$ 0.00

INSURANCE PAY \$ 3147.02

Hamricks Diesel Svc & Trailer Repair LLC

1277 Maxwell Ave.
Evansville, IN 47711

Invoice

| Date | Invoice # |
|----------|-----------|
| 1/3/2006 | 1238 |

| |
|--|
| Bill To |
| Enterprise Rent-A-Car Company 5220 Division St. Evansville, IN 47715 |

PLEASE
CT GP40 DE

| P.O. No. | Terms | Last 6 Vin | Vehicle Description |
|----------|----------------|------------|---------------------|
| GPBR4032 | Due on receipt | 246541 | 05 Chevy Classic |

| Quantity | Ticket No | Description | Rate | Amount |
|---|-----------|----------------|-------|--------|
| | 35932 | Towing | 50.00 | 50.00 |
| | | Fuel Surcharge | 1.00 | 1.00 |
| <p>SEARCH # 5841</p> <p>UNIT # ED</p> <p>CHARGE TO 5841</p> <p>BR. MGR. OK Nathan Gray</p> <p>DATE 1-5-06</p> <p>AMOUNT \$ 51.00</p> <p>CT # 36673</p> <p>XQH398</p> <p>Gr Be 40 92</p> | | | | |

Thank you for your business. 1 1/2% interest per month over 30 days.

Sales Tax (6.0%) \$0.00

Total \$51.00

Payments/Credits \$0.00

UNSWORN VERIFICATION

I, *[Signature]*, state that I am the *Adm Clerk* of
ENTERPRISE RENT A CAR COMPANY OF PITTSBURGH, INC. which is the
Plaintiff, herein. I have reviewed the annexed pleading and believe the facts
contained therein are true and correct to the best of my knowledge, information
and belief. I believe that the corporation will be able to prove these facts at trial.

THIS DECLARATION IS MADE BY ME WITH THE KNOWLEDGE THAT
IT IS SUBJECT TO THE PENALTIES OF 18 PA. C.S. §4904, RELATING TO
UNSWORN FALSIFICATION TO AUTHORITIES.

**ENTERPRISE RENT A CAR COMPANY OF
PITTSBURGH, INC.**

BY: *[Signature]*
TITLE: *Adm Clerk*

D32-489

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA - CIVIL DIVISION

ENTERPRISE RENT A CAR COMPANY
OF PITTSBURGH, INC.

Plaintiff,

vs.

JAMIE LYNN MONAHAN
FORMERLY JAMIE TOKGOZ,

Defendant.

CIVIL ACTION - LAW

No. 06-1804-CD

**PRAECEPTO TO REINSTATE
COMPLAINT IN CIVIL ACTION**

Filed on Behalf of Plaintiff:
ENTERPRISE RENT A CAR
COMPANY OF PITTSBURGH, INC.

COUNSEL OF RECORD FOR THIS
PARTY:

John R. Keating, Esquire
PA I.D. No. 52779

Cheryl L. Esposito, Esquire
PA I.D. No. 55952

KEATING & ESPOSITO, P.C.
4232 Northern Pike, Suite 202
Monroeville, PA 15146
(412) 856-8484 Phone
(412) 856-4444 Fax

FILED *per 7:00 AM*
m/2:30pm
FEB 06 2008 *reinstated*
Complaint to
AAH.
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA -- CIVIL DIVISION

| | | |
|-------------------------------|---|--------------------|
| ENTERPRISE RENT A CAR COMPANY |) | CIVIL ACTION - LAW |
| OF PITTSBURGH, INC., |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| vs. |) | No. 06-1804-CD |
| |) | |
| JAMIE LYNN MONAHAN |) | |
| FORMERLY JAMIE TOKGOZ, |) | |
| |) | |
| Defendant. |) | |

PRAECIPE TO REINSTATE COMPLAINT

TO: THE PROTHONOTARY

Please reinstate the Complaint in Civil Action filed in the captioned matter.

Dated: February 4, 2008

Respectfully submitted,

KEATING & ESPOSITO, P.C.



John R. Keating

Attorneys for Plaintiff

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA - CIVIL DIVISION**

ENTERPRISE RENT A CAR COMPANY
OF PITTSBURGH, INC.

CIVIL ACTION - LAW

Plaintiff,

No. 06-1804-CD

vs.

AFFIDAVIT OF SERVICE

JAMIE LYNN MONAHAN
FORMERLY JAMIE TOKGOZ,

Defendant.

Filed on Behalf of Plaintiff:
ENTERPRISE RENT A CAR
COMPANY OF PITTSBURGH, INC.

COUNSEL OF RECORD FOR THIS
PARTY:

John R. Keating, Esquire
PA I.D. No. 52779

Cheryl L. Esposito, Esquire
PA I.D. No. 55952

KEATING & ESPOSITO, P.C.
4232 Northern Pike, Suite 202
Monroeville, PA 15146
(412) 856-8484 Phone
(412) 856-4444 Fax

FILED *no cc*
m/11/13/06
FEB 21 2006
William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA -- CIVIL DIVISION**

| | | |
|-------------------------------|---|--------------------|
| ENTERPRISE RENT A CAR COMPANY |) | CIVIL ACTION - LAW |
| OF PITTSBURGH, INC., |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| vs. |) | No. 06-1804-CD |
| |) | |
| JAMIE LYNN MONAHAN |) | |
| FORMERLY JAMIE TOKGOZ, |) | |
| |) | |
| Defendant. |) | |

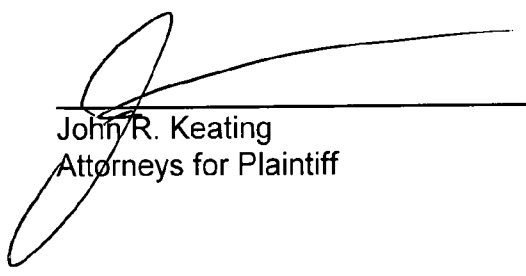
AFFIDAVIT OF SERVICE OF COMPLAINT IN CIVIL ACTION

I, John R. Keating do hereby certify that a true and correct copy of Plaintiff's Complaint in Civil Action was served on Defendant, Jamie Lynn Monahan formerly Jamie Tokgoz at her last known address of 200 No. Dobson Avenue, Apartment 29, Bay Minette, AL 36507 by certified mail return receipt requested number 7005 1160 0004 3130 3543 on February 13, 2008. Attached hereto, made a part hereof and marked as Exhibit "A" is a copy of the return receipt.

**I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE THE
SUBJECT OF THE PENALTIES OF PERJURY PURSUANT TO 18 PA. C.S. §4909,
RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.**

Dated: February 18, 2008

KEATING & ESPOSITO, P.C.



John R. Keating
Attorneys for Plaintiff

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jamie Tokgoz - Monahan
200 N. Dobson Avenue
Apt. 29
Bay Minette AL 36507

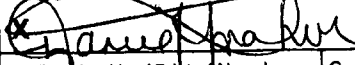
2. Article Number
(Transfer from service label)

7005 1160 0004 3130 3543

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY**A. Signature**☐ Agent☒ Addressee**B. Received by (Printed Name)****C. Date of Delivery**

2-13-08

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No**3. Service Type**☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.**4. Restricted Delivery? (Extra Fee)**☐ YesExhibit " A " Page " "

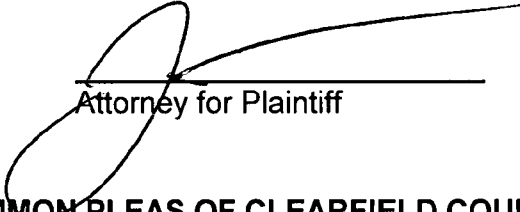
FILED

FEB 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

" _____ " 0000 " _____ " 10/00/00

I hereby certify that Rule 237.1 has
been complied with and that notice of
intention to file Praecipe for
Default Judgment was mailed to the
Defendant on March 28, 2008



Attorney for Plaintiff

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA - CIVIL DIVISION**

ENTERPRISE RENT A CAR COMPANY
OF PITTSBURGH, INC.

CIVIL ACTION - LAW

Plaintiff,

No. 06-1804-CD

vs.

**PRAECIPE FOR ENTRY OF DEFAULT
JUDGMENT**

JAMIE LYNN MONAHAN
FORMERLY JAMIE TOKGOZ,

Defendant.

Filed on Behalf of Plaintiff:
ENTERPRISE RENT A CAR
COMPANY OF PITTSBURGH, INC.

COUNSEL OF RECORD FOR THIS
PARTY:

CERTIFICATE OF ADDRESSES

See Attached

John R. Keating, Esquire
PA I.D. No. 52779

Cheryl L. Esposito, Esquire
PA I.D. No. 55952

FILED *Atty pd. \$20.00*
M 11:46 AM
APR 14 2008 *Notice to Def.*

William A. Shaw
Prothonotary/Clerk of Courts

Statement to Atty
(CK)

KEATING & ESPOSITO, P.C.
4232 Northern Pike, Suite 202
Monroeville, PA 15146
(412) 856-8484 Phone
(412) 856-4444 Fax

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA -- CIVIL DIVISION**

| | | |
|-------------------------------|---|--------------------|
| ENTERPRISE RENT A CAR COMPANY |) | CIVIL ACTION - LAW |
| OF PITTSBURGH, INC., |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| vs. |) | No. 06-1804-CD |
| |) | |
| JAMIE LYNN MONAHAN |) | |
| FORMERLY JAMIE TOKGOZ, |) | |
| |) | |
| Defendant. |) | |

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment in favor of the Plaintiff and against the Defendant for
failure of the Defendant to file an Answer within the prescribed period in the amount of:

Amount claimed in Complaint \$3,249.00

Attorneys Fees \$1,017.07

Interest at a rate of 18% per annum
from February 13, 2006 \$1,267.11

TOTAL \$5,533.18

Respectfully submitted,
KEATING & ESPOSITO, P.C.

BY: _____

John R. Keating, Esquire
Attorney for Plaintiff
4232 Northern Pike, Suite 202
Monroeville, PA 15146
(412) 856-8484
(412) 856-4444 Fax

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA - CIVIL DIVISION**

ENTERPRISE RENT A CAR COMPANY
OF PITTSBURGH, INC.

CIVIL ACTION - LAW

Plaintiff,

No. 06-1804-CD

vs.

**NOTICE OF PRAECIPE FOR ENTRY
OF DEFAULT JUDGMENT**

JAMIE LYNN MONAHAN
FORMERLY JAMIE TOKGOZ,

Defendant.

Filed on Behalf of Plaintiff:
ENTERPRISE RENT A CAR
COMPANY OF PITTSBURGH, INC.

COUNSEL OF RECORD FOR THIS
PARTY:

John R. Keating, Esquire
PA I.D. No. 52779

Cheryl L. Esposito, Esquire
PA I.D. No. 55952

KEATING & ESPOSITO, P.C.
4232 Northern Pike, Suite 202
Monroeville, PA 15146
(412) 856-8484 Phone
(412) 856-4444 Fax

No. 06-1804-CD

TO: Jamie Lynn Monahan formerly Jamie Tokgoz
19 Canary Drive, C
Robertsdale, AL 36567

DATE: March 28, 2008

Exhibit " 1 " Page " 2 "

NOTICE TO DEFEND

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT 5982

LAWYER REFERRAL SERVICE:

PENNSYLVANIA LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
(800) 692-7375

KEATING & ESPOSITO, P.C.

BY: 

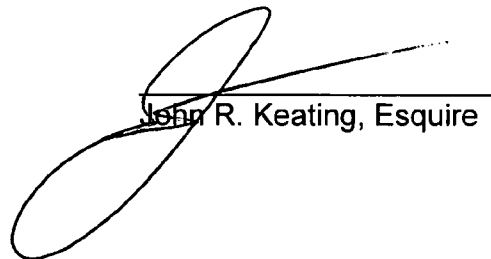
John R. Keating, Esquire
Attorney for Plaintiff
4232 Northern Pike, Suite 202
Monroeville, PA 15146
(412) 856-8484
(412) 856-4444 Fax

CERTIFICATE OF ADDRESSES

I, the undersigned counsel do hereby certify that the last known addresses of the parties hereto are as follows:

Plaintiff: Enterprise Rent A Car Co.
4489 Campbells Run Road
Pittsburgh, PA 15205

Defendant: Jamie Lynn Monahan formerly
Jamie Tokgoz
19 Canary Drive, C
Robertsdale, AL 36567



John R. Keating, Esquire

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

Enterprise Rent A Car Co. of Pittsburgh, Inc.
Plaintiff(s)

No.: 2006-01804-CD

Real Debt: \$5,533.18

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jamie Lynn Monahan
f/k/a Jamie Tokgoz
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 14, 2008

Expires: April 14, 2013

Certified from the record this 14th day of April, 2008.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney