

07-316-CD  
Ford Credit vs Robert M. Brandt et al

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2007-316-CD

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 PRIMUS FINANCIAL )  
AUTOMOTIVE SERVICES ) NO. 2007-316-CD  
Plaintiff, )  
)  
v. )  
)  
ROBERT M BRANDT AND )  
DEBRA BRANDT, )  
Defendant(s). )

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 East Main Street  
Carnegie, PA 15106  
(412) 429-7675

FILED *ad 885.00 Atty*  
M/1/35 cm acc shft  
MAR 02 2007  
*JS*

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT PRIMUS FINANCIAL )  
AUTOMOTIVE SERVICES, )  
Plaintiff, ) NO.  
v. )  
ROBERT M BRANDT AND )  
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**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.**

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David S. Meholic  
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FORD CREDIT PRIMUS FINANCIAL	)
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BRANDT,	)
Defendant(s).	)

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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 ROBERT M BRANDT, an adult individual, who is believed to currently reside at 336 WHITE TAIL ALY, MORRISDALE, PA 16858-7013.
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4. On or about October 29, 2001, 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 60 payments of \$743.80 commencing on December 13, 2001.

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, Plaintiff avers that a deficiency balance of \$20,856.50 is due from Defendant(s) as of July 01, 2005.

11. Plaintiff avers that such attorney's fees will amount to \$2,000.00.

12. 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 \$20,856.50, plus legal interest from the date of breach, reasonable attorney's fees in the amount of \$2,000.00 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 45157 DATE 10/29/2001

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)  
**ROBERT M BRANDT**  
**DEBRA BRANDT**  
**RD #1 BOX 1119**  
**ELLIOTTSBURG PA 17024**

CREDITOR (Seller Name and Address)  
**HOFFMAN FORD SALES INC**  
**5200 JONESTOWN ROAD**  
**HARRISBURG PA 17112**

*Jf A 243*  
*4510*

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	2002 FORD	E250		1FTNW21F22E801078	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial
Trade-in	2000 FORD		\$30552.00	\$26115.26	

## ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$40830.00	(1)
2. Down Payment		
Third Party Rebate Assigned to Creditor	\$ N/A	
Cash Down Payment	\$ N/A	
Trade-in 2000 FORD	\$30552.00	\$26115.26
Year and Make	Gross Allowance	Amount Owning
Total Down Payment		\$ 4436.74 (2)
3. Unpaid Balance of Cash Price (1 minus 2)		\$6393.26 (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)	\$1063.49	
Credit Disability Insurance (for term of contract)	\$ N/A	
[Term _____ Months (Estimate)]	\$ N/A	
To Public Officials (i) for license (\$11.00), title (\$2.50), &		
registration (\$21.25) fees \$ 54.75		
(ii) for filing fees \$ N/A		
(iii) for taxes (not in Cash Price) \$ 688.08	\$ 742.83	
To _____ for Messenger Service	\$ N/A	
To FORD ESP PREMIUM for 60 MOS/60000 MI	\$1195.00	
To HOFFMAN FORD SALE for DOC FEE	\$ 40.00	
To _____ for	\$ N/A	
Total	\$3041.32	(4)
5. Amount Financed (3 plus 4)	\$9434.58	(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 4.90 %	The dollar amount the credit will cost you \$193.42	Amount Financed \$9434.58	Total of Payments \$4628.00	Total Sale Price \$9064.74

Payment Schedule	Number of Payments	Amount of Each Payment	When Payments are due
Your payment schedule will be:	59	\$ 743.80	(monthly starting)
	1 final	\$ 743.80	12/13/2001

Prepayment: If you pay off your debt early, you will not have to pay a penalty.  
 Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2 percent of the late amount or \$50.00 whichever is less.  
 Security Interest: You are giving a security interest in the vehicle being purchased.  
 Contract: Please see this contract for additional information on security interest, nonpayment default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL VEHICLES: The charge shown in the above box for late payments applies where the vehicle purchased has a gross vehicular weight of less than 15,000 pounds. If the vehicle you purchased has a gross vehicular weight of 15,000 pounds or more, you must pay a late charge on the portion of each payment received more than 10 days late. The charge is 4 percent of the late amount or \$50, whichever is less.

If you do not meet your contract obligations, you may lose the vehicle that you are financing under this contract, as well as both parts and goods put on the vehicle and money or goods received for the vehicle.

## NON-MODIFICATION DISCLOSURE

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER: *Robert M. Brandt* CO-BUYER: *Debra A. Brandt*

## 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 SIGNS

(CO) BUYER SIGNS

PLEASE CALL US AT 1-800-727-7000  
00-001

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

Buyer Signs *Robert M. Brandt* (Co) Buyer Signs *Debra A. Brandt*

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment of this contract, the Seller assigns it to Ford Motor Credit Company.

Seller *HOFFMAN FORD SALES INC* By *Robert M. Brandt* Title *Robert M. Brandt*

BRANCH COPY

Exhibit "A"  
Bal A/10 201856-50 Acct 2800-3640

## ADDITIONAL AGREEMENTS

**A. Payments and Summary Notice:** You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. The Creditor will apply your payments first to the earned and unpaid part of the Finance Charge and then to the Amount Financed. The Creditor earns the Finance Charge by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time the unpaid Amount Financed is outstanding. If the vehicle is repossessed, you will not have a right to reinstate the contract unless the Creditor agrees.

**B. Security Interest:** You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

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

**C. Use of Vehicle - WARRANTIES:** You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

**D. Insurance:** You must insure yourself and the Creditor against loss or damage to the vehicle. The Creditor must approve the type and amount of insurance. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

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

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

**F. Default:** You will be in default if:

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

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

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

The Creditor will use the money from the sale, less the allowed expenses, to pay the amount still owed on this contract. Expenses paid as a direct result of having to 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 you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

**G. General:** To contact Ford Motor Credit Company about this account, call 1-800 727-7000. The law of Pennsylvania applies to this contract. If the 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

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor \_\_\_\_\_ Address \_\_\_\_\_

Guarantor \_\_\_\_\_ Address \_\_\_\_\_

FC 17637-SI Oct 00 (Previous editions may NOT be used.)

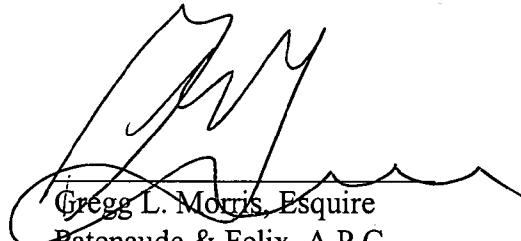


FC 17637 SI OCT 00

## 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: February 21, 2007



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

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 2 Services

**Sheriff Docket # 102507**

**FORD CREDIT PRIMUS FINANCIAL AUTOMOTIVE SERVICES**

**Case # 07-316-CD**

vs.

**ROBERT M. BRANDT and DEBRA BRANDT**

**TYPE OF SERVICE COMPLAINT**

**SHERIFF RETURNS**

NOW July 20, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO ROBERT M. BRANDT, DEFENDANT. NO SUCH ADDRESS PER 911.

**SERVED BY: /**

**FILED**  
03:20 cm  
JUL 20 2007  
*jm*

William A. Shaw  
Prothonotary/Clerk of Courts

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 2 of 2 Services

**Sheriff Docket # 102507**

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102507  
NO: 07-316-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: FORD CREDIT PRIMUS FINANCIAL AUTOMOTIVE SERVICES  
VS.  
DEFENDANT: ROBERT M. BRANDT and DEBRA BRANDT

**SHERIFF RETURN**

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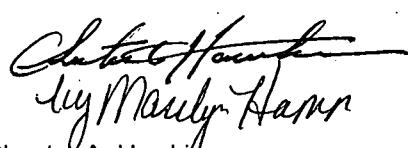
**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PATENAUME	34401	20.00
SHERIFF HAWKINS	PATENAUME	34401	31.61

Sworn to Before Me This

Day of \_\_\_\_\_ 2007

So Answers,

  
Chester A. Hawkins  
Sheriff

GREGG L. MORRIS, ESQ.  
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2007-316-CD

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

MAR 02 2007

Attest.

*William L. Morris*  
Prothonotary/  
Clerk of Courts

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Counsel of Record for This Party:

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Pa I.D. #69006

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

I HEREBY CERTIFY THAT  
THIS IS A TRUE AND  
CORRECT COPY OF  
THE ORIGINAL AS FILED

*Gregg L. Morris, Esquire*

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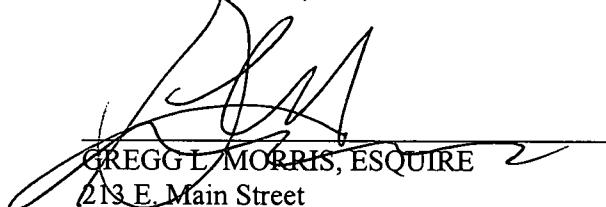
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 ROBERT M BRANDT  
 DEBRA BRANDT  
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 ELLIOTTSBURG PA 17024

CREDITOR (Seller Name and Address)  
 HOFFMAN FORD SALES INC  
 5200 JONESTOWN ROAD  
 HARRISBURG PA 17112

JJA 243

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Trade-in	2000 FORD		\$30552.00	26115.26	

Trade-in Year and Make Gross Allowance Amount Owing

## ITEMIZATION OF AMOUNT FINANCED

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5. Amount Financed (3 plus 4)		\$9434.58 (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	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment of \$4436.74
4.90 %	\$193.42	\$9434.58	\$4628.00	\$9064.74
Payment Schedule	Number of Payments	Amount of Each Payment	When Payments are due	
Your payment schedule will be:	59	\$ 743.80	(monthly starting)	12/13/2001
	1 final	\$ 743.80		

Prepayment: If you pay off your debt early, you will not have to pay a penalty.  
 Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2 percent of the late amount or \$50.00 whichever is less.  
 Security Interest: You are giving a security interest in the vehicle being purchased.  
 Contract: Please see this contract for additional information on security interest, nonpayment default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL VEHICLES: The charge shown in the above box for late payments applies where the vehicle purchased has a gross vehicular weight of less than 15,000 pounds. If the vehicle you purchased has a gross vehicular weight of 15,000 pounds or more, you must pay a late charge on the portion of each payment received more than 10 days late. The charge is 4 percent of the late amount or \$50, whichever is less.

If you do not meet your contract obligations, you may lose the vehicle that you are financing under this contract, as well as both parts and goods put on the vehicle and money or goods received for the vehicle.

## NON-MODIFICATION DISCLOSURE

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER: *Robert M. Brandt* CO-BUYER: *Debra A. Brandt*

## 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 SIGNS *Robert M. Brandt* (CO) BUYER SIGNS *Debra A. Brandt*

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

Buyer Signs *Robert M. Brandt* (CO) Buyer Signs *Debra A. Brandt*

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment, the Seller accepts this contract, the Seller assigns it to Ford/Motor Credit Company.

Seller *Robert M. Brandt* By *Robert M. Brandt* Title *Robert M. Brandt*

Exhibit "A"  
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## ADDITIONAL AGREEMENTS

**A. Payments and Summary Notice:** You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. The Creditor will apply your payments first to the earned and unpaid part of the Finance Charge and then to the Amount Financed. The Creditor earns the Finance Charge by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time the unpaid Amount Financed is outstanding. If the vehicle is repossessed, you will not have a right to reinstate the contract unless the Creditor agrees.

**B. Security Interest:** You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

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

**C. Use of Vehicle - WARRANTIES:** You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

**D. Insurance:** You must insure yourself and the Creditor against loss or damage to the vehicle. The Creditor must approve the type and amount of insurance. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

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

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

**F. Default:** You will be in default if:

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

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

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

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

**G. General:** To contact Ford Motor Credit Company about this account, call 1-800) 727-7000. The law of Pennsylvania applies to this contract. If the 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.**

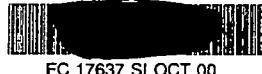
### GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor \_\_\_\_\_ Address \_\_\_\_\_

Guarantor \_\_\_\_\_ Address \_\_\_\_\_

FC 17637-SI Oct 00 (Previous editions may NOT be used.)

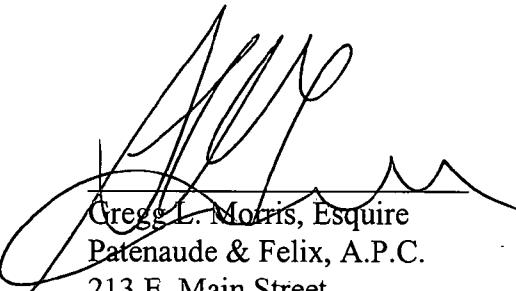


FC 17637 SI OCT 00

## 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: February 21, 2007



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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT PRIMUS FINANCIAL )  
AUTOMOTIVE SERVICES )  
Plaintiff, ) NO.  
v. )  
ROBERT M BRANDT AND )  
DEBRA BRANDT, )  
Defendant(s). )

2007-316-CD

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

MAR 02 2007

Attest.

*William L. Morris*  
Prothonotary/  
Clerk of Courts

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 East Main Street  
Carnegie, PA 15106  
(412) 429-7675

I HEREBY CERTIFY THAT  
THIS IS A TRUE AND  
CORRECT COPY OF  
THE ORIGINAL AS FILED.

*GREGG L. MORRIS, ESQUIRE*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT PRIMUS FINANCIAL )  
AUTOMOTIVE SERVICES, )  
Plaintiff, ) NO.  
v. )  
ROBERT M BRANDT AND )  
DEBRA BRANDT )  
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 PRIMUS FINANCIAL )  
AUTOMOTIVE SERVICES, )  
NO. )  
Plaintiff )  
v. )  
ROBERT M BRANDT AND DEBRA )  
BRANDT, )  
Defendant(s). )

**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 PATENAUX & 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 ROBERT M BRANDT , an adult individual, who is believed to currently reside at 336 WHITE TAIL ALY , MORRISDALE, PA 16858-7013.
3. Defendant is DEBRA BRANDT , an adult individual, who is believed to currently reside at 336 WHITE TAIL ALY , MORRISDALE, PA 16858-7013.
4. On or about October 29, 2001, 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 60 payments of \$743.80 commencing on December 13, 2001.

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, Plaintiff avers that a deficiency balance of \$20,856.50 is due from Defendant(s) as of July 01, 2005.

11. Plaintiff avers that such attorney's fees will amount to \$2,000.00.

12. 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 \$20,856.50, plus legal interest from the date of breach, reasonable attorney's fees in the amount of \$2,000.00 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 45157 DATE 10/29/2001

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)	CREDITOR (Seller Name and Address)
ROBERT M BRANDT DEBRA BRANDT RD #1 BOX 1119 ELLIOTTSBURG PA 17024	HOFFMAN FORD SALES INC 5200 JONESTOWN ROAD HARRISBURG PA 17112

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	2002 FORD	F250		1FTNW21F22E801078	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in	2000 FORD	\$30552.00	\$26115.26	INSURANCE
----------	-----------	------------	------------	-----------

Year and Make	Gross Allowance	Amount Owning	YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.
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## ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$10830.00	(1)
2. Down Payment		
Third Party Rebate Assigned to Creditor	\$ N/A	
Cash Down Payment	\$ N/A	
Trade-in 2000 FORD	\$30552.00	\$26115.26
Year and Make	Gross Allowance	Amount Owning
Total Down Payment	\$ 4436.74	(2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$6393.26	(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)	\$1063.49	
Credit Disability Insurance (for term of contract)	\$ N/A	
[Term] Months (Estimate)	\$ N/A	
To Public Officials (i) for license (\$11.00), title (\$2.50), &		
registration (\$ 21.25) fees \$ 54.75		
(ii) for filing fees \$ N/A		
(iii) for taxes (not in Cash Price) \$ 688.08	\$ 742.83	
To FORD ESP PREMIUM for Messenger Service	\$ N/A	
To FORD for 6Q MOS/60000 MI	\$195.00	
To HOFFMAN FORD SALE for DOC FEE	\$ 40.00	
To _____ for _____	\$ N/A	
Total	\$ 3041.32	(4)
5. Amount Financed (3 plus 4)	\$9434.58	(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	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment of \$4436.74
4.90 %	\$193.42	\$9434.58	\$4628.00	\$9064.74
Payment Schedule	Number of Payments	Amount of Each Payment	When Payments are due	
Your payment schedule will be:	59	\$ 743.80	(monthly starting)	12/13/2001
	1 final	\$ 743.80		

Prepayment: If you pay off your debt early, you will not have to pay a penalty.  
Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2 percent of the late amount or \$50.00 whichever is less.  
Security Interest: You are giving a security interest in the vehicle being purchased.  
Contract: Please see this contract for additional information on security interest, nonpayment default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL VEHICLES: The charge shown in the above box for late payments applies where the vehicle purchased has a gross vehicular weight of less than 15,000 pounds. If the vehicle you purchased has a gross vehicular weight of 15,000 pounds or more, you must pay a late charge on the portion of each payment received more than 10 days late. The charge is 4 percent of the late amount or \$50, whichever is less.

If you do not meet your contract obligations, you may lose the vehicle that you are financing under this contract, as well as both parts and goods put on the vehicle and money or goods received for the vehicle.

## NON-MODIFICATION DISCLOSURE

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER: *Robert M. Brandt* CO-BUYER: *Debra A. Brandt*

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 SIGNS	(CO) BUYER SIGNS

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

Buyer Signs *Robert M. Brandt* (Co) Buyer Signs *Debra A. Brandt*

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment, the Seller accepts this contract, the Seller assigns it to Ford Motor Credit Company.

Seller *Robert M. Brandt* By *Robert M. Brandt* Title *Robert M. Brandt*

FC 17037-S1 Oct 00 (Previous editions may NOT be used.) SEE BACK FOR ADDITIONAL AGREEMENTS

BRANCH COPY

PLEASE CALL US AT 1-800-727-7000  
00-001



Exhibit "A"

BAL 10

## ADDITIONAL AGREEMENTS

**A. Payments and Summary Notice:** You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. The Creditor will apply your payments first to the earned and unpaid part of the Finance Charge and then to the Amount Financed. The Creditor earns the Finance Charge by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time the unpaid Amount Financed is outstanding. If the vehicle is repossessed, you will not have a right to reinstate the contract unless the Creditor agrees.

**B. Security Interest:** You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

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

**C. Use of Vehicle - WARRANTIES:** You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

**D. Insurance:** You must insure yourself and the Creditor against loss or damage to the vehicle. The Creditor must approve the type and amount of insurance. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

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

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

**F. Default:** You will be in default if:

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

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

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

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

**G. General:** To contact Ford Motor Credit Company about this account, call 1-800 727-7000. The law of Pennsylvania applies to this contract. If the 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

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor \_\_\_\_\_ Address \_\_\_\_\_

Guarantor \_\_\_\_\_ Address \_\_\_\_\_

FC 17637-SI Oct 00 (Previous editions may NOT be used.)

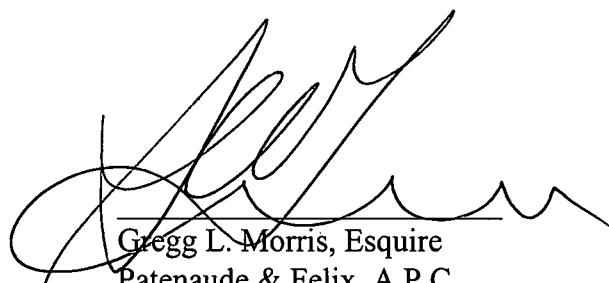


FC 17637 SI OCT 00

## 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: February 21, 2007



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

PRIMUS FINANCIAL AUTOMOTIVE SERVICES

)

Plaintiff

)

NO. 2007-316-CD

v.

ROBERT M BRANDT and DEBRA BRANDT

)

Defendant(s)

)

)

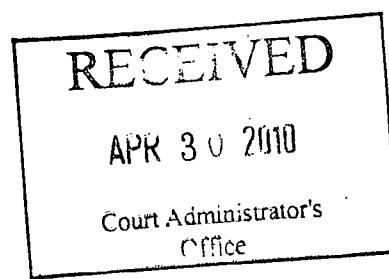
**PRAECLPSE TO  
DISCONTINUE WITHOUT  
PREJUDICE**

Filed on behalf of:  
PRIMUS FINANCIAL  
AUTOMOTIVE SERVICES

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 NO  
APR 30 2010  
S  
William A. Shaw  
Prothonotary/Clerk of Courts  
(60)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

PRIMUS FINANCIAL AUTOMOTIVE SERVICES )  
Plaintiff ) NO. 2007-316-CD  
v. )  
ROBERT M BRANDT and DEBRA BRANDT )  
Defendant(s) )

**PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE**

TO: Prothonotary

Please discontinue the matter captioned above without prejudice upon payment of costs only. Thank you.

Respectfully submitted:  
Patenaude & Felix, A.P.C.

Date: April 27, 2010

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

Sworn to and subscribed before me this  
27 day of April, 20 10.

Carolyn J. Stewart  
Notary Public

