

07-1739-CD

Donna J. Reed vs Joseph R. Fletcher

Date: 10/22/2013

Time: 11:18 AM

Page 1 of 2

Clearfield County Court of Common Pleas

User: GLKNISLEY

ROA Report

Case: 2007-01739-CD

Current Judge: Fredric Joseph Ammerman

Donna J. Reedvs.Joseph R. Fletcher

CIVIL ACTION

Date	Judge
10/26/2007	New Case Filed.
	No Judge
	Filing: Civil Complaint Paid by: Cherry, Toni M. (attorney for Reed, Donna J.) Receipt number: 1921209 Dated: 10/26/2007 Amount: \$85.00 (Check) 3CC Atty.
	No Judge
	Case Filed.
12/6/2007	Fredric Joseph Ammerman
	✓ Answer and New Matter filed. By s/ Michael W. Sloat, Esquire. 1CC to Atty.
	No Judge
2/11/2008	No Judge
	✓ Sheriff Return, October 30, 2007 Sheriff of Clarion County was deputized. November 13, 2007 at 11:32 am Served the within Complaint on Joseph R. Fletcher. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Gleason \$31.00 Clarion Co. costs pd by Gleason \$79.00
8/12/2008	No Judge
	✓ Reply to New Matter, filed by s/ Toni M. Cherry, Esquire. 2CC Atty. T. Cherry
1/14/2009	No Judge
	✓ Plaintiff has a Lien From The Commonwealth of Pennsylvania, filed by s/ Toni M. Cherry, Esquire. 3CC atty. T. Cherry
	Rule, this 14th day of Jan., 2009, upon consideration of the averments contained in the within Petition, a Rule is issued upon Defendant. Rule Returnable for hearing the 17th day of March, 2009, at 10:00 a.m. in Courtroom 1. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. T. Cherry (will serve)
3/13/2009	Fredric Joseph Ammerman
3/16/2009	Fredric Joseph Ammerman
	✓ Motion for Continuance, filed by s/Michael W. Sloat, Esquire. No CC Order, this 13th day of March, 2009, in consideration of Motion for Continuance, hearing is continued from March 17, 2009, to the 1st day of May, 2009 at 2:00 p.m. in Courtroom 1. By the court, /s/ fredric J. amberman, Pres. Judge. 1CC Atty. Sloat
5/4/2009	Fredric Joseph Ammerman
	✓ Order, this 1st day of May, 2009, request by toni M. Cherry, Esquire, for continuance of the hearing scheduled this date on the Plaintiff's Petition for Special Relief is Granted and the hearing will be rescheduled upon request of counsel. By The Court, /s/ Fredric J. amberman, Pres Judge. 1CC Attys; T. Cherry, Sloat
12/1/2010	Fredric Joseph Ammerman
12/10/2010	Fredric Joseph Ammerman
	✓ Rule, AND NOW, this 9th day of December, 2010, Rule is issued upon Defendant. Rule returnable for hearing the 12th day of January, 2011. BY THE COURT: /s/Fredric J. Ammerman, P.J. Two CC Attorney T. Cherry
12/21/2010	Fredric Joseph Ammerman
	✓ Certificate of Readiness for Non-Jury Trial, filed by Atty. Cherry 2 Cert. to Atty.
12/22/2010	Fredric Joseph Ammerman
	✓ Order, AND NOW, this 22nd day of December, 2010, Order that a pre-trial conference shall be held February 14, 2011, at 10:00 a.m. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorneys T. Cherry and Sloat
1/17/2011	Fredric Joseph Ammerman
	✓ Order, this 12th day of Jan., 2011, Petition for Special Relief is Granted. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: T. Cherry, Sloat

Date: 10/22/2013

Time: 11:18 AM

Page 2 of 2

Clearfield County Court of Common Pleas

ROA Report

Case: 2007-01739-CD

User: GLKNISLEY

Current Judge: Fredric Joseph Ammerman

Donna J. Reedvs.Joseph R. Fletcher

CIVIL ACTION

Date		Judge
2/15/2011	Order, NOW, this 14th day of February, 2011, following Pre-Trial Conference, Order that a Non-Jury Trial is scheduled for June 24, 2011. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorneys T. Cherry and Sloat	Fredric Joseph Ammerman
6/24/2011	Order, this 24th of June, 2011, Judgment shall be entered in favor of Plaintiff and against Defendant in the principal sum of \$91,000.00, together with legal interest thereon from Dec. 31, 2005, together with record costs of suit. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC to Atty. Cherry for service	Fredric Joseph Ammerman
	Disposition (for statistical purposes only)	Fredric Joseph Ammerman

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED,

Plaintiff

vs.

JOSEPH R. FLETCHER,

Defendant

: No. 07 - 1739 C.D.

: Type of Case: CIVIL

: Type of Pleading: COMPLAINT

: Filed on Behalf of: DONNA J. REED
Plaintiff

: COUNSEL OF RECORD FOR THIS PARTY:

: TONI M. CHERRY, ESQ.
Supreme Court No.: 30205

: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: One North Franklin Street
: P.O. Box 505
: DuBois, PA 15801-0505
: (814) 371-5800

FILED
10/26/2011
Atty pd.
William A. Shaw
Prothonotary/Clerk of Courts
85.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED, :
Plaintiff :
: No. 07 - _____ C.D.
vs. :
: _____
JOSEPH R. FLETCHER, :
Defendant :
: _____

NOTICE

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 claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

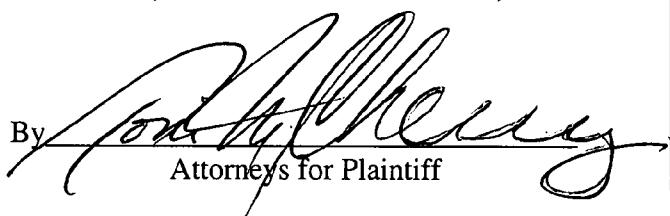
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
Office of the Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 1303

GLEASON, CHERRY AND CHERRY, L.L.P.

By

Attorneys for Plaintiff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED, :
Plaintiff :
: No. 07 - _____ C.D.
vs. :
: _____
JOSEPH R. FLETCHER, :
Defendant :

C O M P L A I N T

AND NOW, comes the Plaintiff, DONNA J. REED, by and through her attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and brings this Complaint on a cause of action whereof the following are statements:

1. Plaintiff, DONNA J. REED, is an adult individual who resides at 429 Quarry Avenue, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant, JOSEPH R. FLETCHER, is an adult individual who currently resides at 242 Deer Ridge Road, Emlenton, Clarion County, Pennsylvania 16373, since March 11, 2007, but who formerly resided at 429 Quarry Avenue, DuBois, Clearfield County, Pennsylvania.
3. The parties are currently husband and wife, having been married on December 27, 2006, in Sierville, Tennessee, but separated on March 11, 2007, and Defendant has filed a divorce on grounds of irretrievable breakdown in the Court of Common Pleas of Clarion County, Pennsylvania, to No. 788 C.D. 2007.
4. That on or about August 8, 2005, prior to the marriage of the parties, Defendant did approach Plaintiff and asked her to lend him \$3,600.00 to purchase a Strick Trailer. Defendant

did promise Plaintiff that if she lent him that money, he would repay her at the rate of \$250.00 a month for the next 15 months.

5. That Plaintiff did agree to Defendant's request and loaned him the sum of \$3,600.00 so that Defendant could purchase the Strick Trailer which he did. A true and correct copy of the check made payable to Defendant in the amount of \$3,600.00 is attached hereto and made a part hereof as Exhibit "A".

6. That on September 15, 2005, Defendant did re-affirm his obligation to Plaintiff by making one payment of \$250.00 to her.

7. That Defendant made no further payments although Plaintiff requested the same.

8. That Defendant thereafter sold the Strick Trailer for \$5,000.00 but he never repaid the balance owing on the debt to Plaintiff in the amount of \$3,350.00.

9. That because Defendant has made no payments to Plaintiff since September 15, 2005, on the monies that she loaned to him for his purchase of the Strick Trailer, Plaintiff demands repayment of the amount of \$3,350.00, together with legal interest thereon, from September 15, 2005.

10. That in the Fall of 2005, Defendant approached Plaintiff and advised her that he needed to purchase a 2000 Kenworth Cab so that he could better himself as a truck driver and promised the Plaintiff that if she would lend him the money to purchase the 2000 Kenworth Cab, he would pay her back for the previous loan and this anticipated loan at the rate of \$1,700.00 per month until both debts were paid in full.

11. That upon his promise to repay both loans, Plaintiff did agree to secure the money for the Defendant and borrowed \$58,000.00 from National City Bank and gave the money she

borrowed to the Defendant and he did purchase therewith a 2000 Kenworth Cab. A copy of said title with lien in favor of the Plaintiff is attached hereto and made a part hereof as Exhibit "B".

12. That Defendant did affirm the oral agreement he had made with Plaintiff by making a payment of \$1,700.00 to Plaintiff on November 8, 2005.

13. However, thereafter, despite demand being made by the Plaintiff, Defendant did not make another payment to her on the above obligation until May 4, 2007, when Defendant sent Plaintiff a check for \$1,500.00 rather than the full amount due of \$1,700.00.

14. That thereafter, Defendant made the following payments to Plaintiff that he attributed to repayment of the loan for the 2000 Kenworth W900L:

<u>Date</u>	<u>Payment</u>
June 4, 2007	\$1,500.00
July 10, 2007	\$1,500.00
August 22, 2007	\$ 573.00
August 28, 2007	\$ 573.00

15. That in addition to what Defendant owes Plaintiff on the loan for the purchase of the Strick Trailer, Defendant owes Plaintiff the principal sum of \$58,000.00, together with the interest thereon that Plaintiff has been required to pay to National City Bank on the loan she secured for his benefit, with credit given for the aforementioned payments made.

16. That prior to the marriage of the parties, Defendant did again approach Plaintiff on February 3, 2006, and advised her that he wanted to buy a refrigerator unit trailer and promised Plaintiff that if she would lend him the money necessary for the purchase of the trailer, he would be able to earn enough money to repay Plaintiff all of the debts that he owed

her, for both the prior loans and this current loan and promised that he would pay an additional \$250.00 a month along with the \$1,700.00 per month that he already owed until all loans were repaid in full, together with the interest assessed thereon.

17. That Plaintiff consented to the terms offered by Defendant in consideration for his promise that he would bring all other loans current, and would pay an additional \$250.00 a month on this loan and Plaintiff did agree to lend the Defendant \$15,000.00 for the purchase of the refrigerator unit trailer. A copy of the Cashier's Check made payable to Jim Hawk Truck Trailers in the amount of \$15,000.00 is attached hereto and made a part hereof as Exhibit "C".

18. That although Defendant repeatedly promised to make good on his obligation and Plaintiff repeatedly made demand for payment, no payments were forthcoming and, as a result, Defendant owes to Plaintiff an additional \$15,000.00 with interest thereon at the legal rate from February 3, 2006, to the present.

19. Thereafter, again prior to the marriage of the parties, on or about October 19, 2006, Defendant again approached Plaintiff and asked her for \$24,240.00 to purchase a MAC Flatbed. He told her that he needed to get into hauling freight like steel and lumber in order to be able to make enough money to repay the Plaintiff all of the money that Defendant owed to Plaintiff as a result of the aforementioned loans and borrowings that Plaintiff made for his benefit.

20. That Plaintiff again consented in consideration for Defendant's promises to make good on all of his loans, and Defendant then traded in the refrigerator trailer he previously purchased on the flatbed that had a purchase price of \$37,740.00 but with the trade-in value of the refrigerator trailer in the amount of \$13,500.00, the total balance that Plaintiff had to give to

Defendant was \$24,240.00. A copy of the check issued to Youngstown Kenworth, Inc., from the Plaintiff's account in the amount of \$24,240.00 is attached hereto and made a part hereof as Exhibit "D".

21. That to convince Plaintiff that she should give him the money for the above purchase, Defendant again reiterated a promise to pay Plaintiff \$1,700.00 a month plus the additional \$250.00 a month until Plaintiff was fully reimbursed for all of the monies she had lent to Plaintiff and all of the monies she had expended in securing money from National City Bank for Plaintiff's benefit.

22. That as further proof of his indebtedness to the Plaintiff, Defendant did cause the title to the MAC Flatbed to be issued with a first lien in favor of the Plaintiff. A true and correct copy of the Certificate of Title is attached hereto and made a part hereof as Exhibit "E".

23. That although he promised to make payments for the trailer, Defendant did not make any payments until after he separated from the Plaintiff and did make the following payments which he attributed to the debt he owed the Plaintiff on the 2007 MAC Flatbed trailer:

<u>Date</u>	<u>Payment</u>
May 4, 2007	\$ 500.00
June 4, 2007	\$ 500.00
July 5, 2007	\$ 500.00
August 22, 2007	\$ 300.00
September 10, 2007	\$ 300.00

24. That in addition, Defendant did approach Plaintiff and advise that he needed monies from her to start his trucking business and asked Plaintiff if he could operate the same out of her home. Plaintiff agreed, believing that it was necessary for her to loan Defendant the money

necessary to establish his business in order to secure the repayment of all of the other monies that she had previously loaned to Defendant.

25. That as a result, Plaintiff did lend Defendant the following monies:

- (a) Payment of Defendant's cell phone bills in the amount of \$2,856.25
- (b) The costs to modify her property to allow Defendant to park his tractor trailer thereon - \$1,500.00
- (c) Money for the purchase of truck supplies and office supplies - \$4,504.75
- (d) Monies advanced to Defendant so that he could pay his living expenses over the road - \$18,420.90.

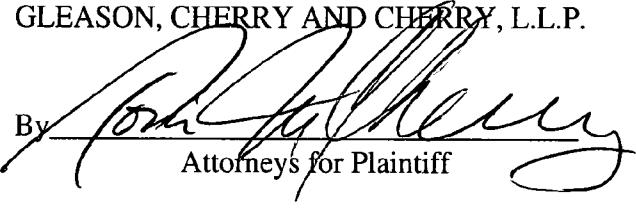
26. That Defendant has been unjustly enriched by receipt of monies paid by Plaintiff for his benefit in the amount of \$27,281.90 as said monies were not paid by the Plaintiff for the benefit of Defendant as a gift but as a loan so that he could establish the business that he promised Plaintiff would allow him to earn the money necessary to repay her everything that he owed her in helping him establish his business.

27. That although Plaintiff has repeatedly made demands of Defendant for repayment of all monies advanced on his behalf by Plaintiff, Defendant has wholly failed to repay the same.

WHEREFORE, Plaintiff respectfully demands that judgment be entered in her favor and against the Defendant in an amount in excess of \$131,924.65, together with interest thereon at the legal rate and costs of suit.

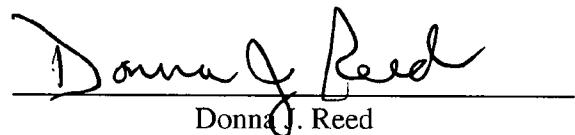
Respectfully submitted,
GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Plaintiff

VERIFICATION

I, DONNA J. REED, Plaintiff herein, verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A Section 4904, relating to unsworn falsification to authorities.



Donna J. Reed
Donna J. Reed

Dated: October 24, 2007

DONNA JEAN REED
429 QUARRY AVE. PH. 814-371-8678
DUBOIS, PA 15801

6-12 331
430.
0003178920

5464

DATE Aug 8, 2005

PAY TO THE
ORDER OF _____

PAY TO THE
ORDER OF Joe Fletcher \$3600.00
Thirty Six Hundred and 00/100 DOLLARS 8

National City.

National City Bank of Pennsylvania
Pittsburgh, Pennsylvania

MEMO

1043000122 0003078920 5464 000003600000

Donald F. Reed

Donald F. Reed

卷之三

0003 - 66616133 >>631306278<<
043000261 CLEARFIELD, PA
5159-065 08102055 041000124 10035321479
0400863392 NATIONAL CITY BX95 AUG 10, 2005
08/11/05
1500407156

RECD TO THE ACCOUNT OF THE
WITNESS NAMED PAYEE
IN ACCORDANCE WITH PAYEE'S INSTRUCTIONS
AS TO PAYMENT OR DISBURSEMENT
CASH PAYABLE AT BANK
SHEDDIE, PA.

SUZANNE KINNEY
1/1 15407156 70
20050811 0115407156 3600.00
20070423660884 WS:VP3 OPR:TAP
XSKI13P JOBNCB3550

**DONNA JEAN FLETCHER
429 QUARRY AVE**

DU BOIS, PA 15801-3517

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

95-693

BL2221423000326-001

1XKU367X6YJ844984
VEHICLE IDENTIFICATION NUMBER2000
YEARKENWORTH
MAKE OF VEHICLE53758559303 FL
TITLE NUMBER

TT	1	DUP	SEAT CAP	PRIOR TITLE STATE	6/10/06	0000000	0
9/15/99	8/10/06	20,440	UNLADEN WEIGHT	ODOM. PROO. DATE	GWRR	80,000	ODOM. STATUS
				TITLE BRANDS			

REGISTERED OWNER(S)

JOSEPH R FLETCHER
5713 S R 153
P O BOX 216
PENFIELD PA 15849



ODOMETER STATUS
 0 = ACTUAL MILEAGE
 1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS
 2 = NOT THE ACTUAL MILEAGE
 3 = NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED
 4 = EXEMPT FROM ODOMETER DISCLOSURE

TITLE BRANDS
 A = ANTIQUE VEHICLE
 C = CLASSIC VEHICLE
 D = COLLECTIBLE VEHICLE
 F = OUT OF COUNTRY
 G = ORIGINALLY IMPORTED FOR NON-U.S. DISTRIBUTION
 H = AGRICULTURAL VEHICLE
 L = LOGGING VEHICLE
 P = IS/WAS A POLICE VEHICLE
 R = RECONSTRUCTED
 S = STREET ROD
 T = RECOVERED THEFT VEHICLE
 V = VEHICLE CONTAINS REISSUED VIN
 W = FLOOD VEHICLE
 X = IS/WAS A TAXI

FIRST LIEN FAVOR OF:

REED, DONNA J.

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED

DATE

BY AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

600001
REED, DONNA J
429 QUARRY AVE
DU BOIS PA 15801

SECOND LIEN RELEASED

DATE

BY AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

600001
REED, DONNA J
429 QUARRY AVE
DU BOIS PA 15801

If a second lienholder is listed upon satisfaction of the first lien, the first lienholder must forward this Title to the Bureau of Motor Vehicles with the appropriate form and fee.



I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.

ALLEN D BIEHLER

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

SUBSCRIBED AND SWORN
TO BEFORE ME: _____
MO. _____ DAY _____ YEAR _____

SIGNATURE OF PERSON ADMINISTERING OATH

SIGN IN PRESENCE OF A NOTARY

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

If a copurchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner title goes to surviving owner.) CHECK HERE Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate).

1ST LIEN DATE: _____ → IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN ELT, CHECK HERE FINANCIAL

NOTE: FIN REQUIRED

INSTITUTION NO.

2ND LIEN DATE: _____ → IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN ELT, CHECK HERE FINANCIAL

NOTE: FIN REQUIRED

INSTITUTION NO.

STORE IN A SAFE PLACE - IF LOST, APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

EXHIBIT "B"

OFFICIAL CHECK

248117891

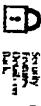
10-88220

Pay to
the order ofCITY BANK TRUCK TRAILERS
FIFTEEN THOUSAND DOLLARS AND 00 CENTS

\$

Dollars

Drawer: National City Bank of Pennsylvania

AUTHORIZED SIGNATURE
Issued by Integrated Payment Systems Inc., Englewood, Colorado
To Citibank, N.A., Buffalo, NY

Remitter

104003000 10220008681 6800248117891411

National City
 National City Bank of Pennsylvania
 [Signature]

OFFICIAL CHECK

371253541

10-867220

OCTOBER 19, 2006

Pay to the order of WILLIAM KENNETH INC \$ 24,240.00

TWENTY FOUR THOUSAND TWO HUNDRED FORTY DOLLARS AND 00 CENTS

Dollars

National City®

National City Bank of Pennsylvania

[NO FEES]

Drawer: National City Bank of Pennsylvania
NON NEGOTIABLE
Branch: CO-OP
AUTHORIZED SIGNATURE: 
Issued by Integrated Payment Systems Inc., Englewood, Colorado
To Citibank, N.A., Buffalo, NY

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

25-018

062970020002354-002

5MAP48277A013138
VEHICLE IDENTIFICATION NUMBER2007 | MAC
YEAR64026546501 FL
TITLE NUMBER

TRL

BODY TYPE

O

DUP

SEAT CAP

OH
PRIOR TITLE STATE12/08/06
COOM. PROCD. DATEEXEMPT
ODOM. MILES

4

COOM. STATUS

12/08/06
DATE PA TITLED12/08/06
DATE OF ISSUE10,433
UNLADEN WEIGHT80,000
GVWR

GCWR

TITLE BRANDS

ODOMETER STATUS
 0 = ACTUAL MILEAGE
 1 = MILEAGE EXCEEDS THE MECHANICAL
 LIMITS
 2 = NOT THE ACTUAL MILEAGE
 3 = NOT THE ACTUAL MILEAGE-ODOMETER
 TAMPERING VERIFIED
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TITLE BRANDS
 A = ANTIQUE VEHICLE
 C = CLASSIC VEHICLE
 D = COLLECTOR'S VEHICLE
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 R = RECONSTRUCTED
 S = STREET ROD
 T = RECOVERED THEFT VEHICLE
 V = VEHICLE CONTAINS REISSUED VIN
 W = FLOOD VEHICLE
 X = IS/WSA A TAXI

ODOMETER DISCLOSURE EXEMPTION UNDER FEDERAL LAW
REGISTERED OWNER(S)JOSEPH R FLETCHER
429 QUARRY AVE
DU BOIS PA 15801

FIRST LIEN FAVOR OF:

DONNA J REED

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

169025

DONNA J REED
429 QUARRY AVE
DU BOIS PA 15801

If a second lienholder is listed upon satisfaction of the first lien, the first
 lienholder must forward this Title to the Bureau of Motor Vehicles with the
 appropriate form and fee.

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

ALLEN D BIEHLER

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN
TO BEFORE ME:

MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SIGN IN PRESENCE OF A NOTARY

The undersigned hereby makes application for Certificate of Title to the vehicle described
 above, subject to the encumbrances and other legal claims set forth.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE
 APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE
 COMPLETED

If a co-purchaser other than your spouse is listed and you want the title to
 be listed as "Joint Tenants With Right of Survivorship" (On death of one
 owner, title goes to surviving owner.) CHECK HERE Otherwise, the title
 will be issued as "Tenants in Common" (On death of one owner, interest of
 deceased owner goes to his/her heirs or estate).

1ST LIEN DATE: → IF NO LIEN, CHECK
 1ST LIENHOLDER

STREET

CITY STATE ZIP

IF THIS IS AN ELT, CHECK HERE FINANCIAL
 INSTITUTION NO. NOTE: F/F REQUIRED

2ND LIEN DATE: → IF NO LIEN, CHECK
 2ND LIENHOLDER

STREET

CITY STATE ZIP

IF THIS IS AN ELT, CHECK HERE FINANCIAL
 INSTITUTION NO. NOTE: F/F REQUIRED

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

EXHIBIT "E"

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

DONNA J. REED

Plaintiff

vs.

JOSEPH R. FLETCHER

Defendant

No. 07-1739 C.D.

FILED

DEC 06 2007

12:35 PM

William A. Shaw

Prothonotary/Clerk of Courts

1 cent to file

Pleading: **ANSWER & NEW MATTER**

Filed on behalf of: **DEFENDANT**

Counsel of Record for this party:

Michael W. Sloat, Esquire
I.D.# 89076

LYNN, KING & SCHREFFLER, P.C.
PO Box 99 / 606 Main Street
Emlenton, PA 16373
(724)867-5921

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

DONNA J. REED : No. 07-1739 C.D.
Plaintiff :
vs. :
JOSEPH R. FLETCHER :
Defendant :
:

NOTICE TO PLEAD

TO: Donna J. Reed

You are hereby notified to file a written response to the enclosed New within twenty (20) days from service hereof or a judgment may be entered against you.



Michael W. Sloat, Esq.
Attorney for Defendant
PO Box 99, 606 Main Street
Emlenton, PA 16373
(724) 867-5921

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

DONNA J. REED : No. 07-1739 C.D.
Plaintiff :
vs. :
JOSEPH R. FLETCHER :
Defendant :
:

ANSWER

AND NOW, comes the Defendant, Joseph R. Fletcher, by and through his attorneys, Lynn, King & Schreffler, P.C., per Michael W. Sloat, and sets forth the following Answer in the above-captioned matter.

1. Admitted.
2. Admitted.
3. Admitted - except that the parties separated on March 1, 2007.
4. Admitted in part, Denied in part. The Defendant did borrow money from the Plaintiff for the purchase of a Trailer, however it was the Plaintiff who first suggested that Defendant borrow the money from Plaintiff. Defendant has made some payments on this loan but is not sure the exact balance at this time.
5. It is Admitted that Defendant borrowed this money from Plaintiff, but it was at Plaintiff's suggestion. Defendant has made some payments on this loan but is not sure the exact balance at this time.
6. Defendant does not specifically recall reaffirming this loan, but does none-the-less admit that money is owed to Plaintiff. Defendant has made some payments on this loan but is not sure the exact balance at this time, however Defendant does believe that he has paid more than just \$250.00 towards this loan.

7. Denied. Defendant believes that he has made more than just one payment towards this loan.
8. Admitted in part, Denied in part. Defendant admits that the trailer was sold for \$4,000.00 and he was receiving the money in payments of \$150 every two weeks until paid. Defendant offered to give these payments directly to Plaintiff, except the Plaintiff said not to worry about it. It was Defendant's understanding that Plaintiff was at that time forgiving the debt.
9. Denied. Defendant has made some payments on this loan but is not sure the exact balance at this time, however Defendant does believe that he has paid more than just \$250.00 towards this loan.
10. Admitted in part, Denied in part. Again, it was the Plaintiff who suggested that Defendant borrow the money from Plaintiff for this loan. Defendant agreed to pay back \$1500/month as long as he was able. Defendant has made some payments on this loan, but is not sure at this time that exact amount repaid.
11. Admitted in part, Denied in part. Defendant does not deny that Plaintiff borrowed money from National City Bank in order to lend money to Defendant. Defendant denies that Plaintiff lent to Defendant the total amount Plaintiff borrowed from National City Bank. The truck purchased by Defendant was \$40,000.00 and the Plaintiff lent this amount, plus \$5,000.00 for transfer expenses, to Defendant.
12. Defendant does not deny that he borrowed money from Plaintiff and that he has made payments towards that loan and that he owes her a remaining balance. Defendant disagrees with Plaintiff regarding what balance is still owed.
13. Defendant does not deny that he borrowed money from Plaintiff and that he has made payments towards that loan and that he owes her a remaining balance. Defendant disagrees with Plaintiff regarding what balance is still owed.
14. Defendant admits that these payments were made, but denies that this list includes all the payments he made.

15. Denied. Defendant denies he owes a \$58,000.00 principal balance and denies that this is the amount he borrowed.
16. Defendant does not deny that Plaintiff lent Defendant to purchase a “Reefer”. However, Defendant denies that the parties determined a specific payment schedule.
17. Defendant denies that the parties discussed whether or not any of the existing loans between them were current.
18. Defendant does not deny that he borrowed \$15,000.00 from Plaintiff for purchase of the “Reefer”.
19. Defendant does not deny that he borrowed \$24,240.00 from Plaintiff for purchase of a Flatbed trailer.
20. Admitted.
21. Defendant denies that a repayment schedule was determined at that time.
22. Plaintiff is the lien-holder on the truck and the trailer.
23. Defendant admits that these payments were made, but denies that this list includes all the payments he made.
24. Denied. It is denied that Plaintiff lent any monies to Defendant in order to establish a business out of Plaintiff’s home.
25. Denied.
 - a. It is denied that Plaintiff lent money to Defendant towards for a cell phone bill. These bills were made and paid while the parties were married.
 - b. It is denied that Plaintiff lent to Defendant moneys to improve Plaintiff’s property. The parking area was created upon Plaintiff’s property while the parties were married.
 - c. It is denied that Defendant borrowed money from the Plaintiff for these ‘supplies’. But rather, the Plaintiff purchased ‘supplies’ for the Defendant while the parties were still married and the Plaintiff is still in possession of these ‘supplies’.
 - d. Denied. Defendant has no idea what the Plaintiff is talking about here. The Defendant never borrowed this money from Plaintiff, the parties did not discuss

keeping track of his living expenses. The Plaintiff seems to have already made a claim for these expenses in a Divorce Complaint she filed and therefore it is not appropriate to make this claim again.

26. Denied. The Defendant denies that Plaintiff has lent Plaintiff any monies for living expenses, or that the Plaintiff is entitled to reimbursement under unjust enrichment for these expenses, especially as they were expenses made and paid during the parties' marriage.
27. Defendant does not deny that a loan balance is owed to Plaintiff. Defendant does deny that the accounting in the Plaintiff's Complaint is correct.

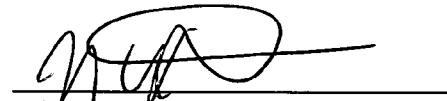
WHEREFORE, Defendant requests that judgment be entered in his favor and that Plaintiff's Complaint be dismissed.

NEW MATTER

28. Paragraphs 1-27 of Defendant's Answer are incorporated herein by reference as if fully set forth.
29. Defendant has made various cash payments to Plaintiff to be applied against the balance of the loans.
30. Plaintiff did not tender receipts to Defendant for these cash payments and Defendant was with the understanding that Plaintiff was keeping a record of such cash payments.
31. The balances showing on the loans from the creditors is not an accurate reflection of the balance the Defendant owes Plaintiff as Plaintiff did not pay the full amounts received from Defendant towards the loan balances.
32. After the parties were separated the Plaintiff obtained over \$3,000.00 from Defendant's checking account which should be applied towards loan balances.

WHEREFORE, Defendant requests that judgment be entered in his favor and that Plaintiff's Complaint be dismissed.

Respectfully Submitted,

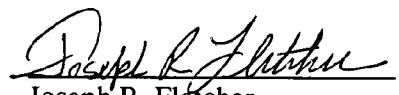


Michael W. Sloat, Esquire
Attorney for Defendant

VERIFICATION

I, Joseph R. Fletcher, verify that the statements made in the foregoing Answer and New Matter are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

Date: 12-04-07

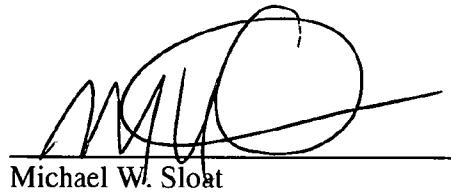

Joseph R. Fletcher

Certificate of Service

I certify that I served a true and correct copy of the foregoing Answer by United States mail, postage prepaid, on the following party:

Toni M. Cherry, Esquire
One North Franklin Street
PO Box 505
DuBois, PA 15801

Date: 12-4-07



Michael W. Sloat

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103358
NO. 07-1739-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: DONNA J. REED
vs.
DEFENDANT: JOSEPH R. FLETCHER

SHERIFF RETURN

NOW, October 30, 2007, SHERIFF OF CLARION COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON JOSEPH R. FLETCHER.

NOW, November 13, 2007 AT 11:32 AM SERVED THE WITHIN COMPLAINT ON JOSEPH R. FLETCHER, DEFENDANT. THE RETURN OF CLARION COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
013:30 cm
FEB 11 2008
WM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103358
NO: 07-1739-CD
SERVICES 1
COMPLAINT

PLAINTIFF: DONNA J. REED
VS.
DEFENDANT: JOSEPH R. FLETCHER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GLEASON	12465	10.00
SHERIFF HAWKINS	GLEASON	12465	21.00
CLARION CO.	GLEASON	12466	79.00

Sworn to Before Me This

____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

AFFIDAVIT OF SERVICE

IN THE COURT OF COMMON PLEAS
OF CLARION COUNTY

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLARION

Before me, the undersigned, personally appeared
DEPUTY KEITH D HILBORN
who being duly sworn according to law, deposes and says that on
the 13TH of NOVEMBER , 2007 at 11:32AM
served the within **COMPLAINT**
on the within named **JOSEPH R FLETCHER** at HIS place of
242 DEER LANE, EMLENTON PA 16373
Clarion County, Pennsylvania, by making known the contents to
KIM WOODKIRK, ADULT IN CHARGE
by handing to and leaving with **KIM WOODKIRK**
certified copy of the within **COMPLAINT**
received from the **COUNTY OF CLEARFIELD**

So Answers

Keith D. Wilson
Deputy

William H. Pack Jr.
Sheriff of Clarion County

Sworn to and subscribed before me this

16th day of November A.D. 2007
November 16, 2007

Notary Public

NOTARIAL SEAL

DOLORES M. SCHMADER, Notary Public
Knox Township, Clarion County
My Commission Expires November 10, 2011



CHESTER A. HAWKINS
SHERIFF

**Sheriff's Office
Clearfield County**

OFFICE (814) 765-2641 [REDACTED]
FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER
KAREN BAUGHMAN
CLERK TYPIST
PETER F. SMITH
SOLICITOR

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 103358

TERM & NO. 07-1739-CD

DONNA J. REED

COMPLAINT

vs.

JOSEPH R. FLETCHER

SERVE BY: 11/25/07

HEARING:

MAKE REFUND PAYABLE TO GLEASON CHERRY & CHERRY, LLP

SERVE: JOSEPH R. FLETCHER

ADDRESS: 242 DEER RIDGE ROAD, EMLENTON, PA 16373

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CLARION COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, October 30, 2007.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED,

Plaintiff

vs.

JOSEPH R. FLETCHER,

Defendant

: No. 07 - 1739 C.D.
:
: Type of Case: CIVIL
:
: Type of Pleading: REPLY TO NEW
: MATTER
:
: Filed on Behalf of: DONNA J. REED,
: Plaintiff
:
: Counsel of Record for this Party:
:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
:
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801
:
: (814) 371-5800

FILED *cc*
7/10/15 BY ATty
AUG 12 2008 T. Cherry

William A. Shaw
Prothonotary/Clerk of Courts

(6K)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED, :
Plaintiff :
vs. : No. 07 - 1739 C.D.
JOSEPH R. FLETCHER, :
Defendant :
:

REPLY TO NEW MATTER

AND NOW, comes the Plaintiff, DONNA J. REED, by and through her attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and replies to the New Matter filed by Defendant as follows:

28. Defendant having incorporated the averments set forth in Paragraphs 1 through 27 inclusive of this Answer as Paragraph 28 of his New Matter, Plaintiff does respond to Paragraphs 1 through 27 inclusive of Defendant's Answer *ad seriatim*:

1. Insofar as Defendant admitted the allegations contained in Paragraph 1 of Plaintiff's Complaint, no further answer is required.

2. Insofar as Defendant admitted the averments contained in Paragraph 2 of Plaintiff's Complaint, no further answer is required.

3. DENIED as stated. The parties did not separate on March 1, 2007, as alleged by Defendant. On the contrary, the parties continue to live together and on March 11, 2007, when Defendant left for work, he told the Plaintiff and his children who were living at the house at the time with Plaintiff that if he didn't call them, they were not to worry about him

because he was either making money or sleeping. It was not until Plaintiff had not heard from Defendant for a full week that she went looking for him and discovered his truck at the Barkeyville Exit on March 20, 2007, and when he would not speak to her, she left a message on his cell phone.

4. ADMITTED in part and DENIED in part. Since Defendant has admitted borrowing money from Plaintiff but denies how said loan came about and does not know the balance that he owes to Plaintiff, Plaintiff reiterates and realleges the averments contained in Paragraph 4 of her Complaint as if the same were set forth at length herein. Defendant made only one payment for \$250.00 to Plaintiff on September 15, 2005, and made no further payments on said obligation as stated by Plaintiff in Paragraphs 6 and 7 of her Complaint which are incorporated herein by reference as further answer.

5. ADMITTED in part and DENIED in part. By way of further answer, Plaintiff reiterates the averments contained in Paragraph 5 of her Complaint as it was the Defendant who requested the loan that he admits to receiving from Plaintiff and it is DENIED that Plaintiff made any payments on the loan other than what has been alleged by Plaintiff in her Complaint.

6. DENIED. The only payment made by Defendant was the \$250.00 payment made by him on September 15, 2005, by which he did re-affirm his obligation to Plaintiff.

7. DENIED. Other than the payment of \$250.00 made by Defendant on September 15, 2005, Defendant made no further payments on the loan that she made to him for his purchase of the Strick Trailer other than the payment of \$250.00 made on September 15, 2005.

8. DENIED as stated. Defendant told Plaintiff that he sold the Strick Trailer for \$5,000.00. Plaintiff denies that Defendant received payments on that amount as that information is within the sole knowledge of the Defendant and strict proof of same is required at trial. However, Defendant never offered to give Plaintiff any of the money he received from the sale of the Strick Trailer nor did Plaintiff ever advise Defendant in response that he was not to worry about paying her. On the contrary, Plaintiff at all times made it clear to Defendant she had loaned him the money and Defendant at all times promised to repay Plaintiff.

9. DENIED as stated. Defendant made no payments to Plaintiff since September 15, 2005, on the monies that she loaned to him for his purchase of the Strick Trailer and, as a result, Plaintiff demands repayment of the amount of \$3,350.00 together with legal interest thereon, from September 15, 2005.

10. DENIED as stated. In answer to Paragraph 10 of Defendant's Answer, Plaintiff does reiterate the averments contained in Paragraph 10 of her Complaint as Defendant made absolutely no payments on this loan until after he left the Plaintiff.

11. Insofar as Defendant has both ADMITTED in part and DENIED in part the allegations contained in Paragraph 11 of Plaintiff's Complaint, Plaintiff does deny Defendant's Answer. Plaintiff borrowed \$46,400.00 and used her home as security so that Defendant could purchase the truck and pay all transfer taxes. Plaintiff then borrowed an additional \$7,500.00 so that Defendant could get his truck up on the road. All of that money was given to Defendant. Defendant then required additional monies that Plaintiff had to borrow bringing the total that she borrowed from National City Bank up to \$58,000.00, all of which was given to the Defendant.

12. DENIED. In further answer thereto, Plaintiff reasserts and re-affirms the averments contained in Paragraph 12 of her Complaint as if the same were set forth at length herein.

13. DENIED. Plaintiff re-affirms and reasserts the allegations contained in Paragraph 13 of her Complaint as if the same were set forth at length herein.

14. DENIED. Plaintiff re-affirms and realleges the averments contained in Paragraph 14 of her Complaint as if the same were set forth at length herein.

15. DENIED. Plaintiff re-affirms and realleges the allegations contained in Paragraph 15 of her Complaint as if the same were set forth at length herein.

16. DENIED. Plaintiff re-affirms and realleges the averments contained in Paragraph 16 of her Complaint as if the same were set forth at length herein.

17. DENIED. Plaintiff re-affirms and realleges the averments contained in Paragraph 17 of her Complaint as if the same were set forth at length herein.

18. DENIED. Plaintiff re-affirms and realleges the averments contained in Paragraph 18 of her Complaint as if the same were set forth at length herein.

19. DENIED. Plaintiff re-affirms and realleges the averments contained in Paragraph 19 of her Complaint as if the same were set forth at length herein.

20. DENIED. Plaintiff re-affirms and realleges the averments contained in Paragraph 20 of her Complaint as if the same were set forth at length herein.

21. DENIED. Plaintiff re-affirms and realleges the averments contained in Paragraph 21 of her Complaint as if the same were set forth at length herein.

22. DENIED. Plaintiff re-affirms and realleges the averments contained in Paragraph 22 of her Complaint as if the same were set forth at length herein.

23. DENIED. Plaintiff re-affirms and realleges the averments contained in Paragraph 23 of her Complaint as if the same were set forth at length herein.

24. DENIED. Plaintiff re-affirms and realleges the averments contained in Paragraph 24 of her Complaint as if the same were set forth at length herein.

25. DENIED. Plaintiff re-affirms and realleges the averments contained in Paragraph 25 of her Complaint as if the same were set forth at length herein.

26. DENIED. In answer thereto, Plaintiff re-affirms and realleges the averments contained in Paragraph 26 of her Complaint as if the same were set forth at length herein..

27. ADMITTED in part and DENIED in part. Insofar as Defendant admits that he owes money to Plaintiff, Plaintiff also admits the same. Insofar as Defendant denies that the accounting made in Plaintiff's Complaint is correct, the same is DENIED. By way of further answer, it is averred that the demand for repayment in excess of \$131,924.65, together with interest is correct and Plaintiff does wholly demand full repayment of the same with interest.

29. DENIED as stated. Defendant made no cash payments to Plaintiff that have not already been accounted for by Plaintiff and was given receipts for the only cash payments he ever made which were the \$250.00 payment made on September 15, 2005, and the \$1,700.00 payment made on November 8, 2005. There were no other cash payments made by Defendant to Plaintiff.

30. DENIED. Plaintiff tendered receipts to Defendant for the only two cash payments he made, to wit, the \$250.00 payment made on September 15, 2005, and the \$1,700.00 payment

made on November 8, 2005. There were no other cash payments made by Defendant to Plaintiff.

31. DENIED as stated. Plaintiff has made the full amount of the payments owed by her to creditors as a result of the loans she secured on behalf of the Defendant. Defendant owes Plaintiff more than she owes her creditors because she has continued to make payments plus interest and Defendant has never paid enough to reimburse Plaintiff for the obligations she has incurred at his behest and on his request.

32. DENIED. Plaintiff obtained money from Defendant's checking account to reimburse her for the living expenses that she had to pay for Defendant and his two children that Defendant promised her he would repay. The money she obtained were never to be applied toward loan balances but toward the living expenses that Plaintiff advanced on behalf of Defendant and his two minor children.

WHEREFORE, Plaintiff respectfully demands that judgment be entered in her favor and against the Defendant in an amount in excess of \$131,924.65, together with interest thereon at the legal rate and costs of suit.

Respectfully submitted,

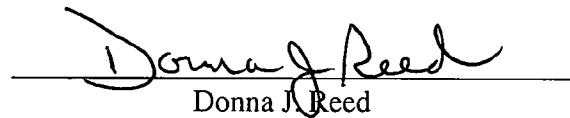
GLEASON, CHERRY AND CHERRY, L.L.P.

By

Attorneys for Plaintiff

VERIFICATION

I, DONNA J. REED, Plaintiff herein, verify that the statements made in this Reply to New Matter are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A Section 4904, relating to unsworn falsification to authorities.



Donna J. Reed

Dated: August 8, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED, :
Plaintiff :
: No. 07 - 1739 C.D.
vs. :
: :
JOSEPH R. FLETCHER, :
Defendant :
:

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of August, 2008, a true and correct copy of Plaintiff's Reply to New Matter was served upon MICHAEL W. SLOAT, ESQ., counsel for Defendant, by mailing the same to him by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

MICHAEL W. SLOAT, ESQ.
Lynn, King & Schreffler, P.C.
Attorneys at Law
P. O. Box 99/ 606 Main Street
Emlenton, PA 16373

GLEASON, CHERRY AND CHERRY, L.L.P.

By

Attorneys for Plaintiff

Dated: August 11, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED,

Plaintiff

vs.

JOSEPH R. FLETCHER,

Defendant

: No. 07 - 1739 C.D.

:

: Type of Case: CIVIL

:

: Type of Pleading: PETITION FOR SPECIAL
: RELIEF TO PREVENT REMOVAL OF
: VEHICLES AGAINST WHICH PLAINTIFF
: HAS A LIEN FROM THE
: COMMONWEALTH OF PENNSYLVANIA

:

: Filed on Behalf of: DONNA J. REED,
: Plaintiff

:

: Counsel of Record for this Party:

:

: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205

: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801

:

: (814) 371-5800

FILED

02/15/09
JAN 14 2009

30C

Atty T. Cherry

S
William A. Shaw
Prothonotary/Clerk of Courts

(610)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED, :
Plaintiff :
vs. : No. 07 - 1739 C.D.
: :
JOSEPH R. FLETCHER, :
Defendant :
:

**PETITION FOR SPECIAL RELIEF TO PREVENT REMOVAL
OF VEHICLES AGAINST WHICH PLAINTIFF HAS A
LIEN FROM THE COMMONWEALTH OF PENNSYLVANIA**

TO THE HONORABLE FREDRIC J. AMMERMAN, PRESIDENT JUDGE OF SAID
COURT:

AND NOW, comes the Plaintiff, DONNA J. REED, by and through her attorneys,
GLEASON, CHERRY AND CHERRY, L.L.P., and brings this Petition for Special Relief and,
in support of which, avers the following:

1. Plaintiff, DONNA J. REED, is an adult individual who resides at 429 Quarry
Avenue, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant, JOSEPH R. FLETCHER, is an adult individual who currently resides at
242 Deer Ridge Road, Emlenton, Clarion County, Pennsylvania 16373.
3. The parties are currently husband and wife, having been married on December 27,
2006, in Sierville, Tennessee, but separated on March 11, 2007, and Defendant has filed a
divorce on grounds of irretrievable breakdown in the Court of Common Pleas of Clarion
County, Pennsylvania, to No. 788 C.D. 2007 and that divorce is currently pending.

4. That on October 26, 2007, Plaintiff did file a Complaint against Defendant, JOSEPH R. FLETCHER, alleging that, among other loans, Plaintiff did secure the sum of \$58,000.00 from National City Bank and did loan that money to Defendant for his purchase of a 2000 Kenworth Cab and did attach to the Complaint a copy of the title with lien in favor of the Plaintiff as Exhibit "B" to the Complaint.

5. That in addition, Plaintiff did lend Defendant the sum of \$24,240.00 for the purchase of a flat bed trailer which is also titled in his name but upon which Plaintiff holds a purchase money lien as evidenced by a copy of the Certificate of Title for that flat bed which is attached to Plaintiff's Complaint as Exhibit "E".

6. That a certified copy of the Complaint filed by the Plaintiff is attached hereto and made a part hereof as Exhibit "1" and all of the allegations and exhibits contained therein are attached hereto and made a part hereof as if set forth at length.

7. That Defendant filed an Answer to Plaintiff's Complaint admitting that he borrowed the money for the purchase of the cab as well as for the purchase of the flat bed trailer and disputed only the amount actually repaid by him and the amount still owing to Plaintiff. A true and correct copy of Defendant's Answer and New Matter is attached and made a part hereof as Exhibit "2".

8. That in Paragraphs 4, 5, 6, 9, 11, 12, 13, 16, 18, 19, 22, 24, 26 and 27 of his Answer, Defendant alleged that he did not deny that he owed a loan balance to Plaintiff and in Paragraph 22 admits that Plaintiff is the lien holder on the truck and the trailer and the only issue remaining if the determination of the final amount owed by Defendant to Plaintiff in this

case which issue can easily be determined by documents evidencing monies borrowed and payments made.

9. That Plaintiff believes and therefore avers that Defendant is about to leave the Commonwealth of Pennsylvania with his paramour and take the property over which Plaintiff has a purchase money lien so as to defeat the rights of the Plaintiff to proceed to execute against said vehicles in order to recover some of the money owed to her by the Defendant.

10. That Plaintiff believes and therefore avers that unless Defendant is ordered not to remove the aforementioned property from the Commonwealth of Pennsylvania, he will take the same outside of the jurisdiction of this Court and will otherwise diminish the value of the aforementioned assets.

WHEREFORE, Plaintiff respectfully requests Your Honorable Court for an emergency order prohibiting the Defendant from removing the aforementioned vehicles from the Commonwealth of Pennsylvania pending finalization of the instant lawsuit.

Respectfully submitted,

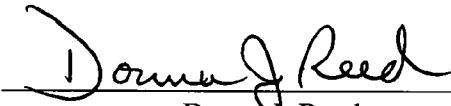
GLEASON, CHERRY AND CHERRY, L.L.P.

By

Attorneys for Plaintiff

VERIFICATION

I, DONNA J. REED, Plaintiff herein, verify that the statements made in this Petition are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A Section 4904, relating to unsworn falsification to authorities.



Donna J. Reed

Dated: January 13, 2009

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED,

Plaintiff

vs.

JOSEPH R. FLETCHER,

Defendant

: No. 07 - 1739 C.D.

:

: Type of Case: CIVIL

:

: Type of Pleading: COMPLAINT

:

: Filed on Behalf of: DONNA J. REED

: Plaintiff

:

: COUNSEL OF RECORD FOR THIS PARTY:

:

: TONI M. CHERRY, ESQ.

: Supreme Court No.: 30205

:

: GLEASON, CHERRY AND CHERRY, L.L.P.

: Attorneys at Law

: One North Franklin Street

: P.O. Box 505

: DuBois, PA 15801-0505

:

: (814) 371-5800

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

OCT 26 2007

Attest.

William L. Cherry
Prothonotary/
Clerk of Courts

EXHIBIT "1"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED,

Plaintiff

: No. 07 - _____ C.D.

vs.

JOSEPH R. FLETCHER,

Defendant

NOTICE

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 claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
Office of the Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 1303

GLEASON, CHERRY AND CHERRY, L.L.P.

By

Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED,

Plaintiff

: No. 07 - _____ C.D.

vs.

JOSEPH R. FLETCHER,

Defendant

C O M P L A I N T

AND NOW, comes the Plaintiff, DONNA J. REED, by and through her attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and brings this Complaint on a cause of action whereof the following are statements:

1. Plaintiff, DONNA J. REED, is an adult individual who resides at 429 Quarry Avenue, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant, JOSEPH R. FLETCHER, is an adult individual who currently resides at 242 Deer Ridge Road, Emlenton, Clarion County, Pennsylvania 16373, since March 11, 2007, but who formerly resided at 429 Quarry Avenue, DuBois, Clearfield County, Pennsylvania.
3. The parties are currently husband and wife, having been married on December 27, 2006, in Sierville, Tennessee, but separated on March 11, 2007, and Defendant has filed a divorce on grounds of irretrievable breakdown in the Court of Common Pleas of Clarion County, Pennsylvania, to No. 788 C.D. 2007.
4. That on or about August 8, 2005, prior to the marriage of the parties, Defendant did approach Plaintiff and asked her to lend him \$3,600.00 to purchase a Strick Trailer. Defendant

did promise Plaintiff that if she lent him that money, he would repay her at the rate of \$250.00 a month for the next 15 months.

5. That Plaintiff did agree to Defendant's request and loaned him the sum of \$3,600.00 so that Defendant could purchase the Strick Trailer which he did. A true and correct copy of the check made payable to Defendant in the amount of \$3,600.00 is attached hereto and made a part hereof as Exhibit "A".

6. That on September 15, 2005, Defendant did re-affirm his obligation to Plaintiff by making one payment of \$250.00 to her.

7. That Defendant made no further payments although Plaintiff requested the same.

8. That Defendant thereafter sold the Strick Trailer for \$5,000.00 but he never repaid the balance owing on the debt to Plaintiff in the amount of \$3,350.00.

9. That because Defendant has made no payments to Plaintiff since September 15, 2005, on the monies that she loaned to him for his purchase of the Strick Trailer, Plaintiff demands repayment of the amount of \$3,350.00, together with legal interest thereon, from September 15, 2005.

10. That in the Fall of 2005, Defendant approached Plaintiff and advised her that he needed to purchase a 2000 Kenworth Cab so that he could better himself as a truck driver and promised the Plaintiff that if she would lend him the money to purchase the 2000 Kenworth Cab, he would pay her back for the previous loan and this anticipated loan at the rate of \$1,700.00 per month until both debts were paid in full.

11. That upon his promise to repay both loans, Plaintiff did agree to secure the money for the Defendant and borrowed \$58,000.00 from National City Bank and gave the money she

borrowed to the Defendant and he did purchase therewith a 2000 Kenworth Cab. A copy of said title with lien in favor of the Plaintiff is attached hereto and made a part hereof as Exhibit "B".

12. That Defendant did affirm the oral agreement he had made with Plaintiff by making a payment of \$1,700.00 to Plaintiff on November 8, 2005.

13. However, thereafter, despite demand being made by the Plaintiff, Defendant did not make another payment to her on the above obligation until May 4, 2007, when Defendant sent Plaintiff a check for \$1,500.00 rather than the full amount due of \$1,700.00.

14. That thereafter, Defendant made the following payments to Plaintiff that he attributed to repayment of the loan for the 2000 Kenworth W900L:

<u>Date</u>	<u>Payment</u>
June 4, 2007	\$1,500.00
July 10, 2007	\$1,500.00
August 22, 2007	\$ 573.00
August 28, 2007	\$ 573.00

15. That in addition to what Defendant owes Plaintiff on the loan for the purchase of the Strick Trailer, Defendant owes Plaintiff the principal sum of \$58,000.00, together with the interest thereon that Plaintiff has been required to pay to National City Bank on the loan she secured for his benefit, with credit given for the aforementioned payments made.

16. That prior to the marriage of the parties, Defendant did again approach Plaintiff on February 3, 2006, and advised her that he wanted to buy a refrigerator unit trailer and promised Plaintiff that if she would lend him the money necessary for the purchase of the trailer, he would be able to earn enough money to repay Plaintiff all of the debts that he owed

her, for both the prior loans and this current loan and promised that he would pay an additional \$250.00 a month along with the \$1,700.00 per month that he already owed until all loans were repaid in full, together with the interest assessed thereon.

17. That Plaintiff consented to the terms offered by Defendant in consideration for his promise that he would bring all other loans current, and would pay an additional \$250.00 a month on this loan and Plaintiff did agree to lend the Defendant \$15,000.00 for the purchase of the refrigerator unit trailer. A copy of the Cashier's Check made payable to Jim Hawk Truck Trailers in the amount of \$15,000.00 is attached hereto and made a part hereof as Exhibit "C".

18. That although Defendant repeatedly promised to make good on his obligation and Plaintiff repeatedly made demand for payment, no payments were forthcoming and, as a result, Defendant owes to Plaintiff an additional \$15,000.00 with interest thereon at the legal rate from February 3, 2006, to the present.

19. Thereafter, again prior to the marriage of the parties, on or about October 19, 2006, Defendant again approached Plaintiff and asked her for \$24,240.00 to purchase a MAC Flatbed. He told her that he needed to get into hauling freight like steel and lumber in order to be able to make enough money to repay the Plaintiff all of the money that Defendant owed to Plaintiff as a result of the aforementioned loans and borrowings that Plaintiff made for his benefit.

20. That Plaintiff again consented in consideration for Defendant's promises to make good on all of his loans, and Defendant then traded in the refrigerator trailer he previously purchased on the flatbed that had a purchase price of \$37,740.00 but with the trade-in value of the refrigerator trailer in the amount of \$13,500.00, the total balance that Plaintiff had to give to

Defendant was \$24,240.00. A copy of the check issued to Youngstown Kenworth, Inc., from the Plaintiff's account in the amount of \$24,240.00 is attached hereto and made a part hereof as Exhibit "D".

21. That to convince Plaintiff that she should give him the money for the above purchase, Defendant again reiterated a promise to pay Plaintiff \$1,700.00 a month plus the additional \$250.00 a month until Plaintiff was fully reimbursed for all of the monies she had lent to Plaintiff and all of the monies she had expended in securing money from National City Bank for Plaintiff's benefit.

22. That as further proof of his indebtedness to the Plaintiff, Defendant did cause the title to the MAC Flatbed to be issued with a first lien in favor of the Plaintiff. A true and correct copy of the Certificate of Title is attached hereto and made a part hereof as Exhibit "E".

23. That although he promised to make payments for the trailer, Defendant did not make any payments until after he separated from the Plaintiff and did make the following payments which he attributed to the debt he owed the Plaintiff on the 2007 MAC Flatbed trailer:

<u>Date</u>	<u>Payment</u>
May 4, 2007	\$ 500.00
June 4, 2007	\$ 500.00
July 5, 2007	\$ 500.00
August 22, 2007	\$ 300.00
September 10, 2007	\$ 300.00

24. That in addition, Defendant did approach Plaintiff and advise that he needed monies from her to start his trucking business and asked Plaintiff if he could operate the same out of her home. Plaintiff agreed, believing that it was necessary for her to loan Defendant the money

necessary to establish his business in order to secure the repayment of all of the other monies that she had previously loaned to Defendant.

25. That as a result, Plaintiff did lend Defendant the following monies:

- (a) Payment of Defendant's cell phone bills in the amount of \$2,856.25
- (b) The costs to modify her property to allow Defendant to park his tractor trailer thereon - \$1,500.00
- (c) Money for the purchase of truck supplies and office supplies - \$4,504.75
- (d) Monies advanced to Defendant so that he could pay his living expenses over the road - \$18,420.90.

26. That Defendant has been unjustly enriched by receipt of monies paid by Plaintiff for his benefit in the amount of \$27,281.90 as said monies were not paid by the Plaintiff for the benefit of Defendant as a gift but as a loan so that he could establish the business that he promised Plaintiff would allow him to earn the money necessary to repay her everything that he owed her in helping him establish his business.

27. That although Plaintiff has repeatedly made demands of Defendant for repayment of all monies advanced on his behalf by Plaintiff, Defendant has wholly failed to repay the same.

WHEREFORE, Plaintiff respectfully demands that judgment be entered in her favor and against the Defendant in an amount in excess of \$131,924.65, together with interest thereon at the legal rate and costs of suit.

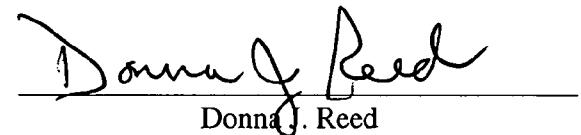
Respectfully submitted,
GLEASON, CHERRY AND CHERRY, L.L.P.

By

John P. Cherry
Attorneys for Plaintiff

VERIFICATION

I, DONNA J. REED, Plaintiff herein, verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A Section 4904, relating to unsworn falsification to authorities.



Donna J. Reed

Dated: October 24, 2007

8-12-331
433
0003078920

5464

DATE Aug 8, 2005

PAY TO THE ORDER OF Joe Fletcher \$ 3600.00
Thirty Six Hundred and 00/100 DOLLARS 00

National City.
 National City Bank of Pennsylvania
 Pittsburgh, Pennsylvania

MEMO 10430001221 0003078920 5464 000003600000

Donna Jean Reed

REMOVED BY:
 PRESENT TO THE ACCOUNT OF THE
 WITHIN NAMED PAYEE
 IN ACCORDANCE WITH THE INSTRUCTIONS
 MADE OR INDICATED OR ARRANGED
 COUNTY NATIONAL BANK
 DEDMID, PA

0003 - 00010138 >>031306278<<
 043000261 CLEARFIELD, PA
 5159-005 00102045 041000124 10035321479
 NATIONAL CITY BK&S AUG 10, 2005
 08/11/05
 04000863392 1500407156

SUZANNE KINNEY
 1/1 15407156 70
 20050811 0115407156 3600.00
 20070423660884 WS:VP3 OPR:TAP
 XSXK13P JOBNCB3550

DONNA JEAN FLETCHER
 429 QUARRY AVE

DU BOIS, PA 15801-3517

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

673
62221923888328-0011XKWB87X6YJ844584
VEHICLE IDENTIFICATION NUMBER2000
YEARKENWORTH
MAKE OF VEHICLE53758559303 FL
TITLE NUMBER

TT	3	SEAT CAP	PRIOR TITLE STATE	6/10/06	000000	0	ODOM. STATUS
9/15/99	8/10/06	20,440	UNLADEN WEIGHT	5 GWR	80,000 GCWR	0 TITLE BRANDS	

REGISTERED OWNER(S)

JOSEPH R FLETCHER
5713 S R 153
P O BOX 216
PENFIELD PA 15849

ODOMETER STATUS
 0 = ACTUAL MILEAGE
 1 = MILEAGE EXCEEDS THE MECHANICAL
 LIMITS
 2 = NOT THE ACTUAL MILEAGE
 3 = NOT THE ACTUAL MILEAGE-ODOMETER
 TAMPERING VERIFIED
 4 = EXEMPT FROM ODOMETER DISCLOSURE

TITLE BRANDS
 A = ANTIQUE VEHICLE
 C = CLASSIC VEHICLE
 D = COLLECTIBLE VEHICLE
 F = OUT OF COUNTRY
 G = OVERHAULED FOR NON-U.S.
 DISTRIBUTION
 H = AGRICULTURAL VEHICLE
 L = LOGGING VEHICLE
 P = ISWAS A POLICE VEHICLE
 R = RECONSTRUCTED
 S = STREET ROO
 T = RECOVERED THEFT VEHICLE
 V = VEHICLE CONTAINS REISSUED VIN
 W = FLOOD VEHICLE
 X = ISWAS A TAXI

FIRST LIEN FAVOR OF:

REED, DONNA J

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED

DATE

BY _____ AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

600001
REED, DONNA J
429 QUARRY AVE
DU BOIS PA 15801

SECOND LIEN RELEASED

DATE

BY _____ AUTHORIZED REPRESENTATIVE

If a second lienholder is listed upon satisfaction of the first lien, the first
 lienholder must forward this Title to the Bureau of Motor Vehicles with the
 appropriate form and fee.



I certify as of the date of issue, the official records of the Pennsylvania Department
 of Transportation reflect that the person(s) or company named herein is the lawful owner
 of the said vehicle.

ALLEN D BIEHLER

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWEARN
TO BEFORE ME:

MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE
 APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE
 COMPLETED.

If a co-purchaser other than your spouse is listed and you want the title to
 be listed as "Joint Tenants With Right of Survivorship" (On death of one
 owner, title goes to surviving owner) CHECK HERE Otherwise, the title
 will be issued as "Tenants in Common" (On death of one owner, interest of
 deceased owner goes to his/her heirs or estate).

1ST LIEN DATE: → IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN ELT, CHECK HERE FINANCIAL
 NOTE: FIN REQUIRED INSTITUTION NO.

2ND LIEN DATE: → IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN ELT, CHECK HERE FINANCIAL
 NOTE: FIN REQUIRED INSTITUTION NO.

The undersigned hereby makes application for Certificate of Title to the vehicle described
 above, subject to the encumbrances and other legal claims set forth herein.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

731690697

OFFICIAL CHECK

248117891

10-08-2020

Pay to
the order ofJIM HANK TRUCK TRAILERS
FIFTEEN THOUSAND DOLLARS AND 00 CENTSFEBRUARY 05, 2006
\$ 15,000.00

Dollars

Drawer: National City Bank of Pennsylvania



AUTHORIZED SIGNATURE

 AUTHORIZED SIGNATURE
 Issued by Integrated Payment Systems Inc., Englewood, Colorado
 To Clipart, N.Y., Buffalo, N.Y.

Remitter

NationalCity
 National City Bank of Pennsylvania
 JIM HANK REED

"400300" 10220008681 680024811789141"

OFFICIAL CHECK

370273541

10-86/220

OCTOBER 1971 2006

תְּמִימָה (תְּמִימָה) זָנָה בְּתִשְׁעָה

Pay to YOUNGSTOWN KENWORTH INC. the order of \$ 24,241.00

ONE HUNDRED FIFTY DOLLARS AND FORTY LEAVES.

National City Bank of Pennsylvania
ESTABLISHED 1859

Remitter

הַתְּבִ�ָה אֲשֶׁר-

EXHIBIT "D"

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

3,018

062970020002354-002

SNAP48277A013138

VEHICLE IDENTIFICATION NUMBER

2007 MAC

YEAR

MAKE OF VEHICLE

64026546501 FL

TITLE NUMBER

TRL

DUP

OH

12/08/06

EXEMPT

4

PRIOR TITLE STATE

COMM. PROD. DATE

COMM. MILES

12/08/06

12/08/06

10,433

80,000

COMM. STATUS

DATE PA TITLED

DATE OF ISSUE

UNLADEN WEIGHT

G.W.R.

GCWR

TITLE BRANDS

ODOMETER DISCLOSURE EXEMPTED BY FEDERAL LAW
REGISTERED OWNER(S)JOSEPH R FLETCHER
429 QUARRY AVE
DU BOIS PA 15801

FIRST LIEN FAVOR OF:

DONNA J REED

SECOND LIEN FAVOR OF:

ODOMETER STATUS
 0 = ACTUAL MILEAGE
 1 = MILEAGE EXCEEDS THE MECHANICAL
 LIMITS
 2 = NOT THE ACTUAL MILEAGE
 3 = NOT THE ACTUAL MILEAGE-ODOMETER
 TAMPERING VERIFIED
 4 = EXEMPT FROM ODOMETER DISCLOSURE

TITLE BRANDS
 A = ANTIQUE VEHICLE
 C = CLASSIC VEHICLE
 D = COLLECTIBLE VEHICLE
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 G = ORIGINALLY MFGD. FOR NON-U.S.
 DISTRIBUTION
 H = AGRICULTURAL VEHICLE
 L = LOGGING VEHICLE
 P = IS/WAS A POLICE VEHICLE
 R = RECONSTRUCTED
 S = STREET ROD
 T = RECOVERED THEFT VEHICLE
 V = VEHICLE CONTAINS REISSUED VIN
 W = FLOOD VEHICLE
 X = IS/WAS A TAXI

FIRST LIEN RELEASED _____ DATE _____

If a second lienholder is listed upon satisfaction of the first lien, the first
lienholder must forward this Title to the Bureau of Motor Vehicles with the
appropriate form and fee.

BY _____ AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

SECOND LIEN RELEASED _____ DATE _____

BY _____ AUTHORIZED REPRESENTATIVE

169025

DONNA J REED
429 QUARRY AVE
DU BOIS PA 15801I certify as of the date of issue, the official records of the Pennsylvania Department
of Transportation reflect that the person(s) or company named herein is the lawful owner
of the said vehicle.

ALLEN D BIEHLER

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE
APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE
COMPLETED

If a co-purchaser other than your spouse is listed and you want the title to
be listed as "Joint Tenants With Right of Survivorship" (On death of one
owner, title goes to surviving owner.) CHECK HERE Otherwise, the title
will be issued as "Tenants in Common" (On death of one owner, interest of
deceased owner goes to his/her heirs or estate).

1ST LIEN DATE: → IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY STATE ZIP

IF THIS IS AN ELT, CHECK HERE FINANCIAL
NOTE: FIN REQUIRED INSTITUTION NO.2ND LIEN DATE: → IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

CITY STATE ZIP

IF THIS IS AN ELT, CHECK HERE FINANCIAL
NOTE: FIN REQUIRED INSTITUTION NO.The undersigned hereby makes application for Certificate of Title to the vehicle described
above, subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

EXHIBIT "E"

COPY

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

DONNA J. REED : No. 07-1739 C.D.
Plaintiff :
vs. :
JOSEPH R. FLETCHER :
Defendant :
: Pleading: **ANSWER & NEW MATTER**
: Filed on behalf of: **DEFENDANT**
: Counsel of Record for this party:
: Michael W. Sloat, Esquire
: I.D.# 89076
: LYNN, KING & SCHREFFLER, P.C.
: PO Box 99 / 606 Main Street
: Emlenton, PA 16373
: (724)867-5921

Exhibit "2"

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

DONNA J. REED	:	No. 07-1739 C.D.
	Plaintiff	:
vs.	:	
JOSEPH R. FLETCHER	:	
	Defendant	:

NOTICE TO PLEAD

TO: Donna J. Reed

You are hereby notified to file a written response to the enclosed New within twenty (20) days from service hereof or a judgment may be entered against you.



Michael W. Sloat, Esq.
Attorney for Defendant
PO Box 99, 606 Main Street
Emlenton, PA 16373
(724) 867-5921

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

DONNA J. REED : No. 07-1739 C.D.
Plaintiff :
vs. :
JOSEPH R. FLETCHER :
Defendant :
:

ANSWER

AND NOW, comes the Defendant, Joseph R. Fletcher, by and through his attorneys, Lynn, King & Schreffler, P.C., per Michael W. Sloat, and sets forth the following Answer in the above-captioned matter.

1. Admitted.
2. Admitted.
3. Admitted - except that the parties separated on March 1, 2007.
4. Admitted in part, Denied in part. The Defendant did borrow money from the Plaintiff for the purchase of a Trailer, however it was the Plaintiff who first suggested that Defendant borrow the money from Plaintiff. Defendant has made some payments on this loan but is not sure the exact balance at this time.
5. It is Admitted that Defendant borrowed this money from Plaintiff, but it was at Plaintiff's suggestion. Defendant has made some payments on this loan but is not sure the exact balance at this time.
6. Defendant does not specifically recall reaffirming this loan, but does none-the-less admit that money is owed to Plaintiff. Defendant has made some payments on this loan but is not sure the exact balance at this time, however Defendant does believe that he has paid more than just \$250.00 towards this loan.

7. Denied. Defendant believes that he has made more than just one payment towards this loan.
8. Admitted in part, Denied in part. Defendant admits that the trailer was sold for \$4,000.00 and he was receiving the money in payments of \$150 every two weeks until paid. Defendant offered to give these payments directly to Plaintiff, except the Plaintiff said not to worry about it. It was Defendant's understanding that Plaintiff was at that time forgiving the debt.
9. Denied. Defendant has made some payments on this loan but is not sure the exact balance at this time, however Defendant does believe that he has paid more than just \$250.00 towards this loan.
10. Admitted in part, Denied in part. Again, it was the Plaintiff who suggested that Defendant borrow the money from Plaintiff for this loan. Defendant agreed to pay back \$1500/month as long as he was able. Defendant has made some payments on this loan, but is not sure at this time that exact amount repaid.
11. Admitted in part, Denied in part. Defendant does not deny that Plaintiff borrowed money from National City Bank in order to lend money to Defendant. Defendant denies that Plaintiff lent to Defendant the total amount Plaintiff borrowed from National City Bank. The truck purchased by Defendant was \$40,000.00 and the Plaintiff lent this amount, plus \$5,000.00 for transfer expenses, to Defendant.
12. Defendant does not deny that he borrowed money from Plaintiff and that he has made payments towards that loan and that he owes her a remaining balance. Defendant disagrees with Plaintiff regarding what balance is still owed.
13. Defendant does not deny that he borrowed money from Plaintiff and that he has made payments towards that loan and that he owes her a remaining balance. Defendant disagrees with Plaintiff regarding what balance is still owed.
14. Defendant admits that these payments were made, but denies that this list includes all the payments he made.

15. Denied. Defendant denies he owes a \$58,000.00 principal balance and denies that this is the amount he borrowed.
16. Defendant does not deny that Plaintiff lent Defendant to purchase a “Reefer”. However, Defendant denies that the parties determined a specific payment schedule.
17. Defendant denies that the parties discussed whether or not any of the existing loans between them were current.
18. Defendant does not deny that he borrowed \$15,000.00 from Plaintiff for purchase of the “Reefer”.
19. Defendant does not deny that he borrowed \$24,240.00 from Plaintiff for purchase of a Flatbed trailer.
20. Admitted.
21. Defendant denies that a repayment schedule was determined at that time.
22. Plaintiff is the lien-holder on the truck and the trailer.
23. Defendant admits that these payments were made, but denies that this list includes all the payments he made.
24. Denied. It is denied that Plaintiff lent any monies to Defendant in order to establish a business out of Plaintiff’s home.
25. Denied.
 - a. It is denied that Plaintiff lent money to Defendant towards for a cell phone bill. These bills were made and paid while the parties were married.
 - b. It is denied that Plaintiff lent to Defendant moneys to improve Plaintiff’s property. The parking area was created upon Plaintiff’s property while the parties were married.
 - c. It is denied that Defendant borrowed money from the Plaintiff for these ‘supplies’. But rather, the Plaintiff purchased ‘supplies’ for the Defendant while the parties were still married and the Plaintiff is still in possession of these ‘supplies’.
 - d. Denied. Defendant has no idea what the Plaintiff is talking about here. The Defendant never borrowed this money from Plaintiff, the parties did not discuss

keeping track of his living expenses. The Plaintiff seems to have already made a claim for these expenses in a Divorce Complaint she filed and therefore it is not appropriate to make this claim again.

26. Denied. The Defendant denies that Plaintiff has lent Plaintiff any monies for living expenses, or that the Plaintiff is entitled to reimbursement under unjust enrichment for these expenses, especially as they were expenses made and paid during the parties' marriage.
27. Defendant does not deny that a loan balance is owed to Plaintiff. Defendant does deny that the accounting in the Plaintiff's Complaint is correct.

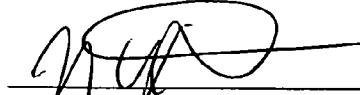
WHEREFORE, Defendant requests that judgment be entered in his favor and that Plaintiff's Complaint be dismissed.

NEW MATTER

28. Paragraphs 1-27 of Defendant's Answer are incorporated herein by reference as if fully set forth.
29. Defendant has made various cash payments to Plaintiff to be applied against the balance of the loans.
30. Plaintiff did not tender receipts to Defendant for these cash payments and Defendant was with the understanding that Plaintiff was keeping a record of such cash payments.
31. The balances showing on the loans from the creditors is not an accurate reflection of the balance the Defendant owes Plaintiff as Plaintiff did not pay the full amounts received from Defendant towards the loan balances.
32. After the parties were separated the Plaintiff obtained over \$3,000.00 from Defendant's checking account which should be applied towards loan balances.

WHEREFORE, Defendant requests that judgment be entered in his favor and that Plaintiff's Complaint be dismissed.

Respectfully Submitted,



Michael W. Sloat, Esquire
Attorney for Defendant

VERIFICATION

I, Joseph R. Fletcher, verify that the statements made in the foregoing Answer and New Matter are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

Date: 12-04-07

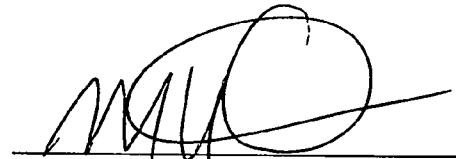

Joseph R. Fletcher

Certificate of Service

I certify that I served a true and correct copy of the foregoing Answer by United States mail, postage prepaid, on the following party:

Toni M. Cherry, Esquire
One North Franklin Street
PO Box 505
DuBois, PA 15801

Date: 12-4-07



Michael W. Sloat

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED,

Plaintiff

: No. 07 - 1739 C.D.

vs.

JOSEPH R. FLETCHER,

Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of January, 2009, a true and correct copy of Plaintiff's Petition for Special Relief to Prevent Removal of Vehicles Against Which Plaintiff has a Lien from the Commonwealth of Pennsylvania was served upon MICHAEL W. SLOAT, ESQ., counsel for Defendant, by mailing the same to him by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

MICHAEL W. SLOAT, ESQ.
Lynn, King & Schreffler, P.C.
Attorneys at Law
P. O. Box 99/ 606 Main Street
Emlenton, PA 16373

GLEASON, CHERRY AND CHERRY, L.L.P.

By

Attorneys for Plaintiff

Dated: January 14, 2009

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED, :
Plaintiff :
: No. 07 - 1739 C.D.
vs. :
: JOSEPH R. FLETCHER, :
Defendant :
:

R U L E

AND NOW, this 14th day of January, 2009, upon consideration of the averments contained in the within Petition, a Rule is hereby issued upon Defendant, JOSEPH R. FLETCHER, to show cause, if any he has, why the relief requested in said Petition should not be granted.

Rule returnable for hearing the 17th day of March, 2009, at 10:00 o'clock A.M. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

Pending hearing in the above-captioned matter, Defendant is precluded from removing the 2000 Kenworth Cab and the 2007 Mack Trailer from his address at 242 Deer Ridge Road, Emlenton, Clarion County, Pennsylvania.

BY THE COURT:

President Judge

FILED 3CC
01/01/2019 Atty T. Cherry
2019 (will serve)
William A. Shaw
Prothonotary/Clerk of Courts (610)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U
FILED

DONNA J. REED : No. 07-1739 C.D.

Plaintiff

vs.

JOSEPH R. FLETCHER
Defendant

Type of Pleading:
Motion for Continuance

Filed on Behalf of:
Defendant

Counsel of Record for this Party:
Michael W. Sloat
Supreme Court ID # 89076

LYNN, KING & SCHREFFLER, P.C.
606 Main Street
P.O. Box 99
Emlenton, PA 16373
(724) 867 - 5921

MAR 13 2009
S m (12:25 PM
William A. Shaw
Prothonotary/Clerk of Courts
No 410 (610)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

DONNA J. REED : No. 07-1739 C.D.
Plaintiff :
vs. :
JOSEPH R. FLETCHER :
Defendant :
:

Motion for Continuance

AND NOW comes Joseph R. Fletcher, by and through his attorneys, Lynn, King & Schreffler, P.C., and files this Motion for Continuance based on the following:

1. The Court has scheduled a hearing to take place on March 17, 2009 at 10:00 a.m.
2. The Defendant had a complete right knee replacement last Wednesday, which did not go very well. He is in a lot of pain and is unable to ambulate.
3. I have contacted opposing counsel, Toni M. Cherry, Esquire, and she has no objection to this request.

WHEREFORE, Plaintiff respectfully requests that your Honorable Court continue the Hearing scheduled March 17, 2009.

Respectfully submitted,



Michael W. Sloat
Attorney for Plaintiff

Certificate of Service

I certify that I served a true and correct copy of the foregoing Motion for Continuance by regular United States Mail, postage prepaid, on the following:

Toni Cherry, Esq.
Gleason, Cherry and Cherry, L.L.P.
P.O. Box 505
One North Franklin Street
DuBois, PA 15801-0505

Date: 3-11-09



Michael W. Sloat

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

DONNA J. REED : No. 07-1739 C.D.
Plaintiff :
vs. :
JOSEPH R. FLETCHER :
Defendant :
:

Order

AND NOW, this 13 day of March, 2009, in consideration
of the foregoing Motion for Continuance, it is Ordered that the hearing be continued from March
17, 2009, to the 15th day of May, 2009, at 2:00 P.m. in Courtroom
Number 1 at the Clearfield County Courthouse, Clearfield, Pennsylvania.

By the Court,



J. C. Lamm
J.

FILED

MAR 16 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/16/09

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

~~William A. Shaw
Prothonotary/Clerk of Courts~~
MAR 13 2009
FILED

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

DONNA J. REED, ,
Plaintiff

*

No. 07-1739-CD

vs

JOSEPH R. FLETCHER,
Defendant

*

*

*

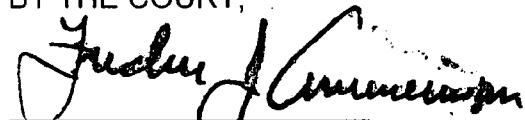
*

*

ORDER

AND NOW, this 1st day of May, 2009, upon telephone request by Toni M. Cherry, Esquire, counsel for the Plaintiff, for a continuance of the hearing scheduled this date on the Plaintiff's Petition for Special Relief; it is the ORDER of this Court that said request is GRANTED and the hearing will be rescheduled upon request of counsel.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

05/04/2009
MAY 01 2009

S William A. Shaw
Prothonotary/Clerk of Courts

cc:Atlys:
T. Cherry
Sloat

611

FILED

May 21 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/21/09

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED, : No. 07 - 1739 C.D.
Plaintiff :
vs. : Type of Case: CIVIL
JOSEPH R. FLETCHER, : Type of Pleading: PETITION FOR SPECIAL
Defendant : RELIEF
: Filed on Behalf of: DONNA J. REED,
: Plaintiff
: Counsel of Record for this Party:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801
: (814) 371-5800

FILED
DEC 01 2010
01/12/05
William A. Shaw
Prothonotary/Clerk of Courts
2 CLERK TO ATT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED, :
Plaintiff :
: No. 07 - 1739 C.D.
vs. :
: JOSEPH R. FLETCHER, :
Defendant :
:

PETITION FOR SPECIAL RELIEF

TO THE HONORABLE FREDRIC J. AMMERMAN, PRESIDENT JUDGE OF SAID
COURT:

AND NOW, comes the Plaintiff, DONNA J. REED, by and through her attorneys,
GLEASON, CHERRY AND CHERRY, L.L.P., and brings this Petition for Special Relief and,
in support of which, avers the following:

1. Plaintiff, DONNA J. REED, is an adult individual who resides at 429 Quarry Avenue, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant, JOSEPH R. FLETCHER, is an adult individual who currently resides at 242 Deer Ridge Road, Emlenton, Clarion County, Pennsylvania 16373.
3. The parties are currently husband and wife, having been married on December 27, 2006, in Sierville, Tennessee, but separated on March 11, 2007, and Defendant has filed a divorce on grounds of irretrievable breakdown in the Court of Common Pleas of Clarion County, Pennsylvania, to No. 788 C.D. 2007 and that divorce is currently pending.

4. That on October 26, 2007, Plaintiff did file a Complaint against Defendant, JOSEPH R. FLETCHER, alleging that, among other loans, Plaintiff did secure the sum of \$58,000.00 from National City Bank and did loan that money to Defendant for his purchase of a 2000 Kenworth Cab and did attach to the Complaint a copy of the title with lien in favor of the Plaintiff as Exhibit "B" to the Complaint.

5. That in addition, Plaintiff did lend Defendant the sum of \$24,240.00 for the purchase of a flat bed trailer which is also titled in his name but upon which Plaintiff holds a purchase money lien as evidenced by a copy of the Certificate of Title for that flat bed which is attached to Plaintiff's Complaint as Exhibit "E".

6. That a true and correct copy of the Complaint filed by the Plaintiff is attached hereto and made a part hereof as Exhibit "1" and all of the allegations and exhibits contained therein are attached hereto and made a part hereof as if set forth at length.

7. That Defendant filed an Answer to Plaintiff's Complaint admitting that he borrowed the money for the purchase of the cab as well as for the purchase of the flat bed trailer and disputed only the amount actually repaid by him and the amount still owing to Plaintiff. A true and correct copy of Defendant's Answer and New Matter is attached and made a part hereof as Exhibit "2".

8. That in Paragraphs 4, 5, 6, 9, 11, 12, 13, 16, 18, 19, 22, 24, 26 and 27 of his Answer, Defendant alleged that he did not deny that he owed a loan balance to Plaintiff and in Paragraph 22 admits that Plaintiff is the lien holder on the truck and the trailer and the only issue remaining is the determination of the final amount owed by Defendant to Plaintiff in this case which issue can easily be determined by documents evidencing monies borrowed and payments made.

9. That Plaintiff previously filed a Petition for Special Relief to Prevent Removal of the 2000 Kenworth Cab and the 2007 MAC Trailer and prior to hearing on said Petition, the parties did reach a full agreement that Defendant would transfer title to said vehicles to Plaintiff so that the same could be sold and the net proceeds therefrom applied to the debt owed by Defendant to Plaintiff.

10. That while Plaintiff is agreeable to accepting title to said vehicles so that the same can be sold, Plaintiff is not willing to agree that transfer of the aforementioned vehicles constitutes a full and complete satisfaction of the debt owed by Defendant to Plaintiff and Plaintiff will not accept the transfer of title to said vehicles and sell the same until and unless there has been a determination that her acceptance of title does not constitute a waiver of her right to proceed with her litigation against Defendant for the full amount Plaintiff claims Defendant owes to her.

11. That to date, Defendant has not confirmed that his transfer of title to the 2000 Kenworth Cab and 2007 MAC Trailer does not fully satisfy his obligation to Plaintiff and that her acceptance of said transfers does not constitute a satisfaction of the debt owed by Defendant to Plaintiff .

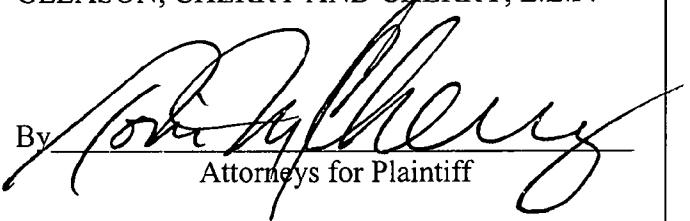
WHEREFORE, Plaintiff respectfully requests Your Honorable Court for an Order directing the sale of the 2000 Kenworth Cab and the 2007 MAC Trailer with the net proceeds therefrom, after deduction of record costs incurred by Plaintiff in bringing the instant action and deduction for costs of sale, be paid to Plaintiff and deducted from the balance owing from Defendant to Plaintiff without waiver by Plaintiff of her right to proceed against Defendant for

the full amount claimed by her in the instant lawsuit

Respectfully submitted,

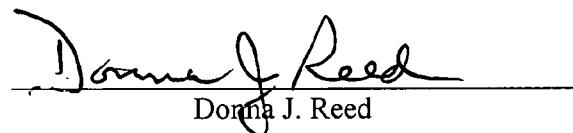
GLEASON, CHERRY AND CHERRY, L.L.P.

By


John P. Gleason
Attorneys for Plaintiff

VERIFICATION

I, DONNA J. REED, Plaintiff herein, verify that the statements made in this Petition are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A Section 4904, relating to unsworn falsification to authorities.



Donna J. Reed

Dated: November 30, 2010

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED,

Plaintiff

vs.

JOSEPH R. FLETCHER,

Defendant

: No. 07-1739 C.D.

: Type of Case: CIVIL

: Type of Pleading: COMPLAINT

: Filed on Behalf of: DONNA J. REED

: Plaintiff

: COUNSEL OF RECORD FOR THIS PARTY:

: TONI M. CHERRY, ESQ.

: Supreme Court No.: 30205

: GLEASON, CHERRY AND CHERRY, L.L.P.

: Attorneys at Law

: One North Franklin Street

: P.O. Box 505

: DuBois, PA 15801-0505

: (814) 371-5800

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

OCT 26 2007

Attest,

William E. Brown
Prothonotary/
Clerk of Courts

EXHIBIT "1"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED, :
Plaintiff :
vs. : No. 07 - _____ C.D.
JOSEPH R. FLETCHER, :
Defendant :
:

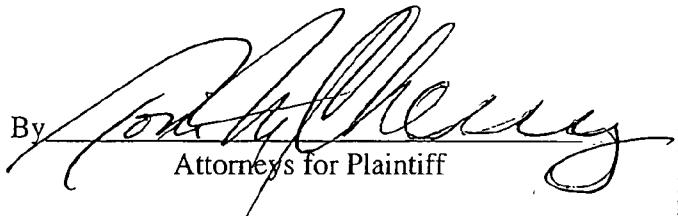
NOTICE

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 claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
Office of the Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 1303

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
John H. Cherry
Attorneys for Plaintiff

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

DONNA J. REED, :
Plaintiff :
: No. 07 - _____ C.D.
vs. :
: _____
JOSEPH R. FLETCHER, :
Defendant :
: _____

C O M P L A I N T

AND NOW, comes the Plaintiff, DONNA J. REED, by and through her attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and brings this Complaint on a cause of action whereof the following are statements:

1. Plaintiff, DONNA J. REED, is an adult individual who resides at 429 Quarry Avenue, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant, JOSEPH R. FLETCHER, is an adult individual who currently resides at 242 Deer Ridge Road, Emlenton, Clarion County, Pennsylvania 16373, since March 11, 2007, but who formerly resided at 429 Quarry Avenue, DuBois, Clearfield County, Pennsylvania.
3. The parties are currently husband and wife, having been married on December 27, 2006, in Sierville, Tennessee, but separated on March 11, 2007, and Defendant has filed a divorce on grounds of irretrievable breakdown in the Court of Common Pleas of Clarion County, Pennsylvania, to No. 788 C.D. 2007.
4. That on or about August 8, 2005, prior to the marriage of the parties, Defendant did approach Plaintiff and asked her to lend him \$3,600.00 to purchase a Strick Trailer. Defendant

did promise Plaintiff that if she lent him that money, he would repay her at the rate of \$250.00 a month for the next 15 months.

5. That Plaintiff did agree to Defendant's request and loaned him the sum of \$3,600.00 so that Defendant could purchase the Strick Trailer which he did. A true and correct copy of the check made payable to Defendant in the amount of \$3,600.00 is attached hereto and made a part hereof as Exhibit "A".

6. That on September 15, 2005, Defendant did re-affirm his obligation to Plaintiff by making one payment of \$250.00 to her.

7. That Defendant made no further payments although Plaintiff requested the same.

8. That Defendant thereafter sold the Strick Trailer for \$5,000.00 but he never repaid the balance owing on the debt to Plaintiff in the amount of \$3,350.00.

9. That because Defendant has made no payments to Plaintiff since September 15, 2005, on the monies that she loaned to him for his purchase of the Strick Trailer, Plaintiff demands repayment of the amount of \$3,350.00, together with legal interest thereon, from September 15, 2005.

10. That in the Fall of 2005, Defendant approached Plaintiff and advised her that he needed to purchase a 2000 Kenworth Cab so that he could better himself as a truck driver and promised the Plaintiff that if she would lend him the money to purchase the 2000 Kenworth Cab, he would pay her back for the previous loan and this anticipated loan at the rate of \$1,700.00 per month until both debts were paid in full.

11. That upon his promise to repay both loans, Plaintiff did agree to secure the money for the Defendant and borrowed \$58,000.00 from National City Bank and gave the money she

borrowed to the Defendant and he did purchase therewith a 2000 Kenworth Cab. A copy of said title with lien in favor of the Plaintiff is attached hereto and made a part hereof as Exhibit "B".

12. That Defendant did affirm the oral agreement he had made with Plaintiff by making a payment of \$1,700.00 to Plaintiff on November 8, 2005.

13. However, thereafter, despite demand being made by the Plaintiff, Defendant did not make another payment to her on the above obligation until May 4, 2007, when Defendant sent Plaintiff a check for \$1,500.00 rather than the full amount due of \$1,700.00.

14. That thereafter, Defendant made the following payments to Plaintiff that he attributed to repayment of the loan for the 2000 Kenworth W900L:

<u>Date</u>	<u>Payment</u>
June 4, 2007	\$1,500.00
July 10, 2007	\$1,500.00
August 22, 2007	\$ 573.00
August 28, 2007	\$ 573.00

15. That in addition to what Defendant owes Plaintiff on the loan for the purchase of the Strick Trailer, Defendant owes Plaintiff the principal sum of \$58,000.00, together with the interest thereon that Plaintiff has been required to pay to National City Bank on the loan she secured for his benefit, with credit given for the aforementioned payments made.

16. That prior to the marriage of the parties, Defendant did again approach Plaintiff on February 3, 2006, and advised her that he wanted to buy a refrigerator unit trailer and promised Plaintiff that if she would lend him the money necessary for the purchase of the trailer, he would be able to earn enough money to repay Plaintiff all of the debts that he owed

her, for both the prior loans and this current loan and promised that he would pay an additional \$250.00 a month along with the \$1,700.00 per month that he already owed until all loans were repaid in full, together with the interest assessed thereon.

17. That Plaintiff consented to the terms offered by Defendant in consideration for his promise that he would bring all other loans current, and would pay an additional \$250.00 a month on this loan and Plaintiff did agree to lend the Defendant \$15,000.00 for the purchase of the refrigerator unit trailer. A copy of the Cashier's Check made payable to Jim Hawk Truck Trailers in the amount of \$15,000.00 is attached hereto and made a part hereof as Exhibit "C".

18. That although Defendant repeatedly promised to make good on his obligation and Plaintiff repeatedly made demand for payment, no payments were forthcoming and, as a result, Defendant owes to Plaintiff an additional \$15,000.00 with interest thereon at the legal rate from February 3, 2006, to the present.

19. Thereafter, again prior to the marriage of the parties, on or about October 19, 2006, Defendant again approached Plaintiff and asked her for \$24,240.00 to purchase a MAC Flatbed. He told her that he needed to get into hauling freight like steel and lumber in order to be able to make enough money to repay the Plaintiff all of the money that Defendant owed to Plaintiff as a result of the aforementioned loans and borrowings that Plaintiff made for his benefit.

20. That Plaintiff again consented in consideration for Defendant's promises to make good on all of his loans, and Defendant then traded in the refrigerator trailer he previously purchased on the flatbed that had a purchase price of \$37,740.00 but with the trade-in value of the refrigerator trailer in the amount of \$13,500.00, the total balance that Plaintiff had to give to

Defendant was \$24,240.00. A copy of the check issued to Youngstown Kenworth, Inc., from the Plaintiff's account in the amount of \$24,240.00 is attached hereto and made a part hereof as Exhibit "D".

21. That to convince Plaintiff that she should give him the money for the above purchase, Defendant again reiterated a promise to pay Plaintiff \$1,700.00 a month plus the additional \$250.00 a month until Plaintiff was fully reimbursed for all of the monies she had lent to Plaintiff and all of the monies she had expended in securing money from National City Bank for Plaintiff's benefit.

22. That as further proof of his indebtedness to the Plaintiff, Defendant did cause the title to the MAC Flatbed to be issued with a first lien in favor of the Plaintiff. A true and correct copy of the Certificate of Title is attached hereto and made a part hereof as Exhibit "E".

23. That although he promised to make payments for the trailer, Defendant did not make any payments until after he separated from the Plaintiff and did make the following payments which he attributed to the debt he owed the Plaintiff on the 2007 MAC Flatbed trailer:

<u>Date</u>	<u>Payment</u>
May 4, 2007	\$ 500.00
June 4, 2007	\$ 500.00
July 5, 2007	\$ 500.00
August 22, 2007	\$ 300.00
September 10, 2007	\$ 300.00

24. That in addition, Defendant did approach Plaintiff and advise that he needed monies from her to start his trucking business and asked Plaintiff if he could operate the same out of her home. Plaintiff agreed, believing that it was necessary for her to loan Defendant the money

necessary to establish his business in order to secure the repayment of all of the other monies that she had previously loaned to Defendant.

25. That as a result, Plaintiff did lend Defendant the following monies:

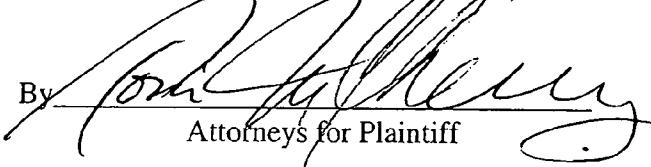
- (a) Payment of Defendant's cell phone bills in the amount of \$2,856.25
- (b) The costs to modify her property to allow Defendant to park his tractor trailer thereon - \$1,500.00
- (c) Money for the purchase of truck supplies and office supplies - \$4,504.75
- (d) Monies advanced to Defendant so that he could pay his living expenses over the road - \$18,420.90.

26. That Defendant has been unjustly enriched by receipt of monies paid by Plaintiff for his benefit in the amount of \$27,281.90 as said monies were not paid by the Plaintiff for the benefit of Defendant as a gift but as a loan so that he could establish the business that he promised Plaintiff would allow him to earn the money necessary to repay her everything that he owed her in helping him establish his business.

27. That although Plaintiff has repeatedly made demands of Defendant for repayment of all monies advanced on his behalf by Plaintiff, Defendant has wholly failed to repay the same.

WHEREFORE, Plaintiff respectfully demands that judgment be entered in her favor and against the Defendant in an amount in excess of \$131,924.65, together with interest thereon at the legal rate and costs of suit.

Respectfully submitted,
GLEASON, CHERRY AND CHERRY, L.L.P.

By 
John P. Gleason
Attorneys for Plaintiff

VERIFICATION

I, DONNA J. REED, Plaintiff herein, verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A Section 4904, relating to unsworn falsification to authorities.



Donna J. Reed
Donna J. Reed

Dated: October 24, 2007

DONNA JEAN REED 429 QUARRY AVE. PH. 814-371-8678 DUBOIS, PA 15801		5464
PAY TO THE ORDER OF <u>Joe Fletcher</u>		DATE <u>Aug 8, 2005</u>
<u>Thirty Six Hundred ⁰⁰/100</u>		\$ <u>3600.00</u>
		DOLLARS <u>36</u>
National City. National City Bank of Pennsylvania Pittsburgh, Pennsylvania		
MEMO <u>Donna Jean Reed</u>		
10430001221 0003078920 5464 000003600000		

0003 - 00010130 >>031306278<<
 043000261 CLEARFIELD, PA
 5159-005 08102005 041000124 10035321479
 0400063392 NATIONAL CITY BK925 AUG 10, 2005
 08/11/05
 1500407156

REC'D BY
 CREDIT TO THE ACCOUNT OF THE
 WITHIN NATIONAL CITY BANK
 NATIONAL CITY BANK
 1500407156
 08/11/05

SUZANNE KINNEY
 1/1 15407156 70
 20050811 0115407156 3600.00
 20070423660884 WS:VP3 OPR:TAP
 XSXKI3P JOBNCB3550

DONNA JEAN FLETCHER
 429 QUARRY AVE

DU BOIS, PA 15801-3517

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

57693

BL2221423000325-001

1XKUBP9XLY1154M784
VEHICLE IDENTIFICATION NUMBER2000
YEAR

KENWORTH

MAKE OF VEHICLE

53758559303 FL
TITLE NUMBERTT
BODY TYPE
DUP
SEAT CAP

PRIOR TITLE STATE

07/10/06
ODOM. PROCD. DATE0000000
ODOM. MILES0
ODOM. STATUS9/15/99
DATE PA TITLED8/10/06
DATE OF ISSUE20,940
UNLADEN WEIGHT

GVWR

80,000
GCVR0
TITLE BRANDSREGISTERED OWNER(S)
JOSEPH R FLETCHER
5713 S R 153
P O BOX 216
PENFIELD PA 15849

FIRST LIEN FAVOR OF:

REED, DONNA J

SECOND LIEN FAVOR OF:

ODOMETER STATUS
3 - ACTUAL MILEAGE
1 - MILEAGE EXCEEDS THE MECHANICAL
LIMITS
2 - NOT THE ACTUAL MILEAGE
3 - NOT THE ACTUAL MILEAGE-ODOMETER
TAMPERING VERIFIED
4 - EXEMPT FROM ODOMETER DISCLOSURETITLE BRANDS
A - ANTIQUE VEHICLE
C - CLASSIC VEHICLE
D - COLLECTIBLE VEHICLE
F - OUT OF COUNTRY
G - CIVILIAN/ARMED FOR NON-U.S.
DISTRIBUTION
H - AGRICULTURAL VEHICLE
L - LOGGING VEHICLE
P - IS/WAS A POLICE VEHICLE
R - RECONSTRUCTED
S - STREET ROO
T - RECOVERED THEFT VEHICLE
V - VEHICLE CONTAINS REISSUED VIN
W - FLOOD VEHICLE
X - IS/WAS A TAXI

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

600001

REED, DONNA J
429 QUARRY AVE
DU BOIS PA 15801

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

If a second lienholder is listed upon satisfaction of the first lien, the first
lienholder must forward this title to the Bureau of Motor Vehicles with the
appropriate form and fee.I certify as of the date of issue, the official records of the Pennsylvania Department
of Transportation reflect that the person(s) or company named herein is the lawful owner
of the said vehicle.

ALLEN D BIEHLER

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLO AND THE
APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE
COMPLETED.SUBSCRIBED AND SWORN
TO BEFORE ME:

MO DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

SIGN IN PRESENCE OF A NOTARY

The undersigned hereby makes application for Certificate of Title to the vehicle described
above, subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

1ST LIEN DATE: → IF NO LIEN, CHECK
1ST LIENHOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN ELT, CHECK HERE FINANCIAL
NOTE IN REQUIRED INSTITUTION NO.

2ND LIEN DATE:

→ IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN ELT, CHECK HERE FINANCIAL
NOTE IN REQUIRED INSTITUTION NO.

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

20069734

OFFICIAL CHECK

248117891

Pay to
the order ofJIM HELLIE TRUCK TRAILERS
FIFTEEN THOUSAND DOLLARS (15,000.00)

10-86220

\$ 15,000.00

Dollars

Drawer: National City Bank of Pennsylvania

AUTHORIZED SIGNATURE
Issued by Integrated Payment Systems Inc., Englewood, Colorado
To Citibank N.A., Buffalo, NY

40030010220008688: 6800248117891

National City
National City Bank of Pennsylvania

Remitter

UNLAWFUL

977253541

10-867220

OCTOBER 19, 2006

Pay to WILGSTROM KENWORTH INC. \$ 24,240.00
the order of WILGSTROM KENWORTH INC.

TWENTY FIVE THOUSAND TWO HUNDRED FORTY DOLLARS AND 00 CENTS

NationalCity®

National City Bank of Pennsylvania

Remitter [REDACTED]

Drawn on National City Bank of Pennsylvania
NON NEGOTIABLE BRANCH COPY MP
AUTHORIZED SIGNATURE
Issued by Integrated Payment Systems Inc., Englewood, Colorado
To Citibank, N.A., Buffalo, NY

Dollars

COMMONWEALTH OF PENNSYLVANIA
CERTIFICATE OF TITLE FOR A VEHICLE

2008

062970020002354-002

SNAPA48277A013438
VEHICLE IDENTIFICATION NUMBER

2007
YEAR

MAKE OF VEHICLE

64026546501 FL
TITLE NUMBER

TRL

BODY TYPE

DUP.

SEAT CAP

PRIOR TITLE STATE
OH

12/08/06
ODOM. PROO. DATE

EXEMPT

4

ODOM. MILES

ODOM. STATUS
4

12/08/06
DATE PA TITLED

12/08/06
DATE OF ISSUE

10,433
UNLADEN WEIGHT

80,000
GWR

GCWR

TITLE BRANDS

ODOMETER STATUS
0 = ACTUAL MILEAGE
1 = MILEAGE EXCEEDS THE MECHANICAL
LIMITS
2 = NOT THE ACTUAL MILEAGE
3 = NOT THE ACTUAL MILEAGE-ODOMETER
TAMPERING VERIFIED
4 = EXEMPT FROM ODOMETER DISCLOSURE

TITLE BRANDS
A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
D = COLLECTIBLE VEHICLE
F = OUT OF COUNTRY
G = ORIGINALLY MFGD. FOR NON-U.S.
DISTRIBUTION
H = AGRICULTURAL VEHICLE
L = LOGGING VEHICLE
P = IS WAS A POLICE VEHICLE
R = RECONSTRUCTED
S = STREET ROO
T = RECOVERED THEFT VEHICLE
V = VEHICLE CONTAINS REISSUED VIN
W = FLOOD VEHICLE
X = IS WAS A TAXI

ODOMETER DISCLOSURE EXEMPTED BY FEDERAL LAW

REGISTERED OWNER(S)

JOSEPH R FLETCHER
429 QUARRY AVE
DU BOIS PA 15801

FIRST LIEN FAVOR OF:

DONNA J REED

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED _____
DATE _____
BY _____
AUTHORIZED REPRESENTATIVE
MAILING ADDRESS

If a second lienholder is listed upon satisfaction of the first lien, the first
lienholder must forward this Title to the Bureau of Motor Vehicles with the
appropriate form and fee.

SECOND LIEN RELEASED _____
DATE _____
BY _____
AUTHORIZED REPRESENTATIVE

169025
DONNA J REED
429 QUARRY AVE
DU BOIS PA 15801

PENNDOT
I certify as of the date of issue, the official records of the Pennsylvania Department
of Transportation reflect that the person(s) or company named herein is the lawful owner
of the said vehicle.

ALLEN D BIEHLER

Secretary of Transportation

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE
APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE
COMPLETED.

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWEORN
TO BEFORE ME:

MO. ____ DAY ____ YEAR ____

SIGNATURE OF PERSON ADMINISTERING OATH

If a co-purchaser other than your spouse is listed and you want the title to
be listed as "Joint Tenants With Right of Survivorship" (On death of one
owner, title goes to surviving owner,) CHECK HERE Otherwise, the title
will be issued as "Tenants in Common" (On death of one owner, interest of
deceased owner goes to his/her heirs or estate).

SEAL

SIGNATURE OF APPLICANT OR A MILETARY

The undersigned hereby makes application for Certificate of Title to the vehicle described
above, subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

1ST LIEN DATE: → IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY STATE ZIP

IF THIS IS AN EFT, CHECK HERE
NOTE: FIN REQUIRED

FINANCIAL
INSTITUTION NO.

2ND LIEN DATE: → IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

CITY STATE ZIP

IF THIS IS AN EFT, CHECK HERE
NOTE: FIN REQUIRED

FINANCIAL
INSTITUTION NO.

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

COPY

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

DONNA J. REED : No. 07-1739 C.D.
Plaintiff :
vs. :
JOSEPH R. FLETCHER :
Defendant :
: Pleading: **ANSWER & NEW MATTER**
: Filed on behalf of: **DEFENDANT**
: Counsel of Record for this party:
: Michael W. Sloat, Esquire
: I.D.# 89076
: LYNN, KING & SCHREFFLER, P.C.
: PO Box 99 / 606 Main Street
: Emlenton, PA 16373
: (724)867-5921

Exhibit "2"

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

DONNA J. REED : No. 07-1739 C.D.
Plaintiff :
VS. :
JOSEPH R. FLETCHER :
Defendant :
:

NOTICE TO PLEAD

TO: Donna J. Reed

You are hereby notified to file a written response to the enclosed New within twenty (20) days from service hereof or a judgment may be entered against you.



Michael W. Sloat, Esq.
Attorney for Defendant
PO Box 99, 606 Main Street
Emlenton, PA 16373
(724) 867-5921

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

DONNA J. REED : No. 07-1739 C.D.
Plaintiff :
vs. :
JOSEPH R. FLETCHER :
Defendant :
:

ANSWER

AND NOW, comes the Defendant, Joseph R. Fletcher, by and through his attorneys, Lynn, King & Schreffler, P.C., per Michael W. Sloat, and sets forth the following Answer in the above-captioned matter.

1. Admitted.
2. Admitted.
3. Admitted - except that the parties separated on March 1, 2007.
4. Admitted in part, Denied in part. The Defendant did borrow money from the Plaintiff for the purchase of a Trailer, however it was the Plaintiff who first suggested that Defendant borrow the money from Plaintiff. Defendant has made some payments on this loan but is not sure the exact balance at this time.
5. It is Admitted that Defendant borrowed this money from Plaintiff, but it was at Plaintiff's suggestion. Defendant has made some payments on this loan but is not sure the exact balance at this time.
6. Defendant does not specifically recall reaffirming this loan, but does none-the-less admit that money is owed to Plaintiff. Defendant has made some payments on this loan but is not sure the exact balance at this time, however Defendant does believe that he has paid more than just \$250.00 towards this loan.

7. Denied. Defendant believes that he has made more than just one payment towards this loan.
8. Admitted in part, Denied in part. Defendant admits that the trailer was sold for \$4,000.00 and he was receiving the money in payments of \$150 every two weeks until paid. Defendant offered to give these payments directly to Plaintiff, except the Plaintiff said not to worry about it. It was Defendant's understanding that Plaintiff was at that time forgiving the debt.
9. Denied. Defendant has made some payments on this loan but is not sure the exact balance at this time, however Defendant does believe that he has paid more than just \$250.00 towards this loan.
10. Admitted in part, Denied in part. Again, it was the Plaintiff who suggested that Defendant borrow the money from Plaintiff for this loan. Defendant agreed to pay back \$1500/month as long as he was able. Defendant has made some payments on this loan, but is not sure at this time that exact amount repaid.
11. Admitted in part, Denied in part. Defendant does not deny that Plaintiff borrowed money from National City Bank in order to lend money to Defendant. Defendant denies that Plaintiff lent to Defendant the total amount Plaintiff borrowed from National City Bank. The truck purchased by Defendant was \$40,000.00 and the Plaintiff lent this amount, plus \$5,000.00 for transfer expenses, to Defendant.
12. Defendant does not deny that he borrowed money from Plaintiff and that he has made payments towards that loan and that he owes her a remaining balance. Defendant disagrees with Plaintiff regarding what balance is still owed.
13. Defendant does not deny that he borrowed money from Plaintiff and that he has made payments towards that loan and that he owes her a remaining balance. Defendant disagrees with Plaintiff regarding what balance is still owed.
14. Defendant admits that these payments were made, but denies that this list includes all the payments he made.

15. Denied. Defendant denies he owes a \$58,000.00 principal balance and denies that this is the amount he borrowed.
16. Defendant does not deny that Plaintiff lent Defendant to purchase a “Reefer”. However, Defendant denies that the parties determined a specific payment schedule.
17. Defendant denies that the parties discussed whether or not any of the existing loans between them were current.
18. Defendant does not deny that he borrowed \$15,000.00 from Plaintiff for purchase of the “Reefer”.
19. Defendant does not deny that he borrowed \$24,240.00 from Plaintiff for purchase of a Flatbed trailer.
20. Admitted.
21. Defendant denies that a repayment schedule was determined at that time.
22. Plaintiff is the lien-holder on the truck and the trailer.
23. Defendant admits that these payments were made, but denies that this list includes all the payments he made.
24. Denied. It is denied that Plaintiff lent any monies to Defendant in order to establish a business out of Plaintiff’s home.
25. Denied.
 - a. It is denied that Plaintiff lent money to Defendant towards for a cell phone bill. These bills were made and paid while the parties were married.
 - b. It is denied that Plaintiff lent to Defendant moneys to improve Plaintiff’s property. The parking area was created upon Plaintiff’s property while the parties were married.
 - c. It is denied that Defendant borrowed money from the Plaintiff for these ‘supplies’. But rather, the Plaintiff purchased ‘supplies’ for the Defendant while the parties were still married and the Plaintiff is still in possession of these ‘supplies’.
 - d. Denied. Defendant has no idea what the Plaintiff is talking about here. The Defendant never borrowed this money from Plaintiff, the parties did not discuss

keeping track of his living expenses. The Plaintiff seems to have already made a claim for these expenses in a Divorce Complaint she filed and therefore it is not appropriate to make this claim again.

26. Denied. The Defendant denies that Plaintiff has lent Plaintiff any monies for living expenses, or that the Plaintiff is entitled to reimbursement under unjust enrichment for these expenses, especially as they were expenses made and paid during the parties' marriage.
27. Defendant does not deny that a loan balance is owed to Plaintiff. Defendant does deny that the accounting in the Plaintiff's Complaint is correct.

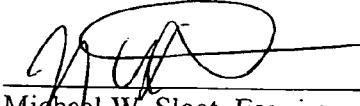
WHEREFORE, Defendant requests that judgment be entered in his favor and that Plaintiff's Complaint be dismissed.

NEW MATTER

28. Paragraphs 1-27 of Defendant's Answer are incorporated herein by reference as if fully set forth.
29. Defendant has made various cash payments to Plaintiff to be applied against the balance of the loans.
30. Plaintiff did not tender receipts to Defendant for these cash payments and Defendant was with the understanding that Plaintiff was keeping a record of such cash payments.
31. The balances showing on the loans from the creditors is not an accurate reflection of the balance the Defendant owes Plaintiff as Plaintiff did not pay the full amounts received from Defendant towards the loan balances.
32. After the parties were separated the Plaintiff obtained over \$3,000.00 from Defendant's checking account which should be applied towards loan balances.

WHEREFORE, Defendant requests that judgment be entered in his favor and that Plaintiff's Complaint be dismissed.

Respectfully Submitted,

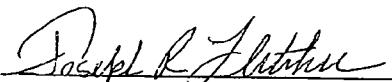


Michael W. Sloat, Esquire
Attorney for Defendant

VERIFICATION

I, Joseph R. Fletcher, verify that the statements made in the foregoing Answer and New Matter are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

Date: 12-04-07

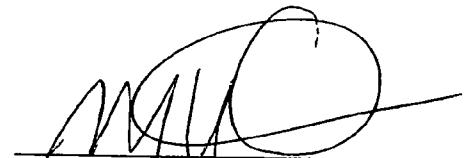

Joseph R. Fletcher

Certificate of Service

I certify that I served a true and correct copy of the foregoing Answer by United States mail, postage prepaid, on the following party:

Toni M. Cherry, Esquire
One North Franklin Street
PO Box 505
DuBois, PA 15801

Date: 12-4-07



Michael W. Sloat

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED, :
Plaintiff :
: No. 07 - 1739 C.D.
vs. :
: :
JOSEPH R. FLETCHER, :
Defendant :
:

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of November, 2010, a true and correct copy of Plaintiff's Petition for Special Relief was served upon MICHAEL W. SLOAT, ESQ., counsel for Defendant, by mailing the same to him by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

MICHAEL W. SLOAT, ESQ.
Lynn, King & Schreffler, P.C.
Attorneys at Law
P. O. Box 99/ 606 Main Street
Emlenton, PA 16373

GLEASON, CHERRY AND CHERRY, L.L.P.

By

Attorneys for Plaintiff

Dated: November 30, 2010

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED,	:	
	Plaintiff	:
		: No. 07 - 1739 C.D.
vs.	:	.
JOSEPH R. FLETCHER,	:	
	Defendant	:

R U L E

AND NOW, this 9th day of December, 2010, upon consideration of the averments contained in the within Petition, a Rule is hereby issued upon Defendant, JOSEPH R. FLETCHER, to show cause, if any he has, why the relief requested in said Petition should not be granted.

Rule returnable for hearing the 12th day of January, 2011, at 10:00
o'clock A.M. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield,
Pennsylvania.

~~Pending hearing in the above-captioned matter, Defendant continues to be precluded from removing the 2000 Kenworth Cab and the 2007 MAC Trailer from his address at 242 Deer Ridge Road, Emlenton, Clarion County, Pennsylvania.~~ FJA

BY THE COURT:

5
FILED 2cc
0123456789
DEC 10 2010 Atty T. Cherry
William A. Shaw
Prothonotary/Clerk of Courts

BY THE COURT:


President Judge

FILED

DEC 10 2010

William A. Shaw
Prothonotary/Clerk of Courts

Ohio

X

FILED

DEC 21 2010

mlg:oc/l

William A. Shaw
Notary/Clerk of Courts
2 Court St 4th

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED,

Plaintiff

vs.

JOSEPH R. FLETCHER,

Defendant

: No. 07 - 1739 C.D.

: Type of Case: CIVIL

: Type of Pleading: CERTIFICATE OF
: READINESS AND PRAECIPE FOR CASE
: TO BE LISTED FOR NON-JURY TRIAL

: Filed on Behalf of: DONNA J. REED,
: Plaintiff

: Counsel of Record for this Party:

: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205

: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801

: (814) 371-5800

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED, :
Plaintiff :
: No. 07 - 1739 C.D.
vs. :
JOSEPH R. FLETCHER, :
Defendant :
:

PRAECIPE FOR CASE TO BE LISTED FOR
NON-JURY TRIAL

TO WILLIAM A. SHAW, PROTHONOTARY

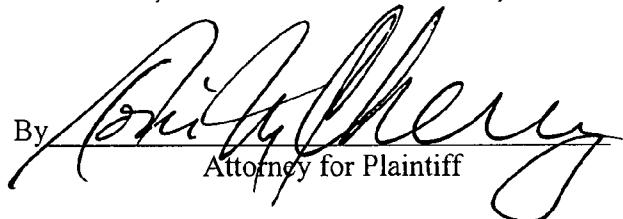
Sir:

Kindly place the above-captioned case on the non-jury trial list. Certificate of Readiness has been filed.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Phillip Cherry
Attorney for Plaintiff

Dated: December 20, 2010

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

(To be executed by Trial
Counsel Only)

12/20/2010
DATE PRESENTED

CASE NUMBER	TYPE TRIAL REQUESTED	ESTIMATED TRIAL TIME
No. 07 - 1739 C.D.	() Jury (X) Non-jury	
Date Complaint filed: 10/26/07	() Arbitration	<u>1/2</u> DAY

PLAINTIFF(S)

DONNA J. REED

()

DEFENDANT(S)

JOSEPH R. FLETCHER

()

Check Block
if a Minor
is a Party
to the Case

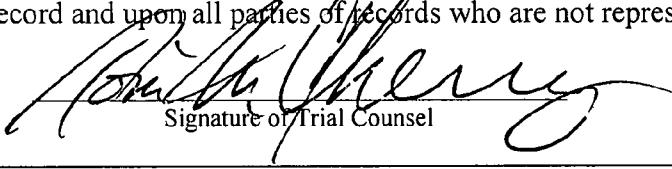
JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

AMOUNT AT ISSUE	CONSOLIDATION	DATE CONSOLIDATION ORDERED
over \$25,000.00	() Yes (x) No	

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST:

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.



Signature of Trial Counsel

COUNSEL WHO WILL ACTUALLY TRY THE CASE

FOR THE PLAINTIFFS TONI M. CHERRY, ESQ.	TELEPHONE NUMBER (814) 371-5800
--	------------------------------------

FOR THE DEFENDANTS MICHAEL W. SLOAT, ESQ.	TELEPHONE NUMBER (724) 867-5921
--	------------------------------------

FOR ADDITIONAL DEFENDANT	TELEPHONE NUMBER
--------------------------	------------------

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

DONNA J. REED, :
Plaintiff :
: No. 07 - 1739 C.D.
vs. :
: :
JOSEPH R. FLETCHER, :
Defendant :
:

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of December, 2010, a true and correct copy of the Certificate of Readiness and Praecipe For Case to be Listed for Non-Jury Trial was served upon counsel for Defendant, MICHAEL W. SLOAT, ESQ., by mailing the same to him by United States First Class Mail, postage prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

Michael W. Sloat, Esq.
Lynn, King & Schreffler, P.C.
Attorneys at Law
606 Main Street
P. O. Box 99
Emlenton, PA 16373

GLEASON, CHERRY AND CHERRY, L.L.P.

By

Attorneys for Plaintiff

Dated: December 20, 2010

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

DONNA J. REED

Plaintiff

vs.

NO. 2007-1739-CD

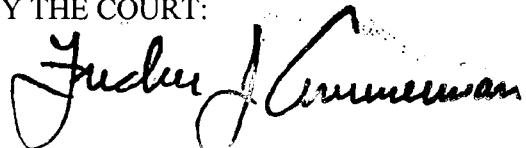
JOSEPH R. FLETCHER

Defendant

ORDER

AND NOW, this 13th nd day of December, 2010, it is the Order of the Court that a pre-trial conference in the above-captioned matter shall be and is hereby scheduled for Monday, February 14, 2011 at 10:00 A.M. in Judges Chambers, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:



FREDRIC J. AMMERMAN
President Judge

FILED
01/31/11
DEC 22 2010

William A. Shaw
Clerk of Courts

1CC memorandum to
Attns:
T. Cherry
Sloat

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DEC 22 2010

William A. Shaw
Prothonotary/Clerk of Courts

10/22/00

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T.Chevy
Sloat

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED
VS
JOSEPH R. FLETCHER

}

} NO. 2007-1739-CD

}

O R D E R

NOW, this 12th day of January, 2011, following argument on the Plaintiff's Petition for Special Relief filed on December 1, 2010 and upon agreement of the parties, Petition for Special Relief is hereby GRANTED and it is the ORDER of this Court as follows:

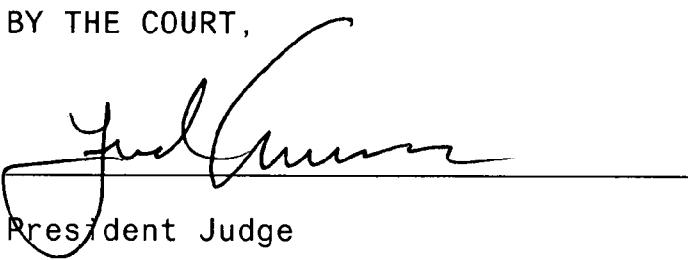
1. Plaintiff, Donna J. Reed, is hereby given the authority to obtain the 2000 Kenworth cab and 2007 Mack trailer from the Defendant at his address of 242 Deer Ridge Road, Emlenton, PA. Plaintiff shall make such arrangements as are necessary in order to have said items taken into the possession of either her and/or her agents.

2. The Defendant, Joseph R. Fletcher, shall sign such documents as are necessary in order to transfer title of the 2000 Kenworth cab and 2007 Mack trailer from him to the Plaintiff.

3. The Plaintiff shall be at liberty to sell the said items and shall provide copies of all sale documents to the Defendant, through counsel.

4. The Court notes that the case will be proceeding to nonjury trial as there is a dispute over the amount of the loan for the items and the amount which may be due on any loan. The transfer of the title of the vehicles from the Defendant to the Plaintiff and any subsequent sale of the items shall not be considered as payment in full on the loan or loans in question. The parties shall continue to litigate the dispute over the loan and the amount due on the loan. The parties shall also be at liberty to litigate the appropriateness of the price paid for the items through any sale which may take place.

BY THE COURT,



President Judge

FILED

JAN 17 2011

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 1/17/11

____ You are responsible for serving all appropriate parties.

The Prothonotary's Office has provided service to the following parties.

Plaintiff(s) Plaintiff(s) Attorney Other

Co-plaintiff(s) Defendant(s) Attorney

____ Other

____ Special Instructions

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

DONNA J. REED * NO. 07-1739-CD
Plaintiff *
vs. *
JOSEPH R. FLETCHER, *
Defendant *

ORDER

NOW, this 14th day of February, 2011, following Pre-Trial Conference with the Court and counsel for the parties; it is the ORDER of this Court that a Non-Jury Trial be and is hereby scheduled for **June 24, 2011** commencing at 9:00 a.m. until 12:00 p.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

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10/3/2011
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1CC
Atlys: T. Cherry
Sloat
RECEIVED
William A. Shaw
Prothonotary/Clerk of Courts

FILED

FEB 15 2011

**William A. Shay
Prothonotary/Clerk of Courts**

DATE: 2/15/11

____ You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

____ Special Instructions:

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

FILED

DONNA J. REED
VS.
JOSEPH R. FLETCHER

)
)
)

NO. 07-1739-CD Prothonotary/Clerk of Court

JUN 24 2011
07 10:30 AM
William A. Shaw

4 cent to
Anne Clevenger
For Sca

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O R D E R

NOW this 24th day of June, 2011, this being the date set for hearing on the issues raised in Plaintiff's Complaint for Monetary Judgment; and the parties having reached an agreement on the principal amount owed to Plaintiff by Defendant without the need for trial before the Court and desiring that their agreement be reduced to writing and entered as an Order of this Court for purposes of entering the monies due as a judgment against Defendant in favor of Plaintiff and for resolving all other outstanding issues between the parties, and the parties having stipulated to the entry of this Order, it is hereby ORDERED and DECREED:

1. Judgment in favor of Plaintiff and against Defendant in this matter shall be entered in the Offices of the Prothonotary of Clearfield County in the principal sum of Ninety-one Thousand (\$91,000.00) Dollars, together with legal

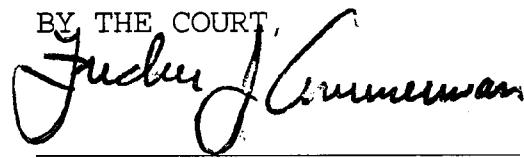
interest thereon from December 31, 2005, together with record costs of suit.

2. Defendant hereby waives any and all appeal rights he might have to the entry of the above-mentioned judgment.

3. Plaintiff in this action will cause Count 2 of her Counterclaim filed to No. 788 C.D. 2007 in the Court of Common Pleas of Clarion County, Pennsylvania, to be withdrawn within the next thirty (30) days.

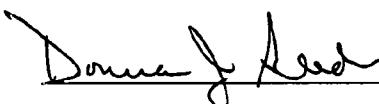
4. The parties will each take whatever further steps are required from either of them to finalize the divorce action filed to No. 788 C.D. 2007.

BY THE COURT,



President Judge

We, the undersigned, do hereby agree and
consent to the entry of the foregoing Order:



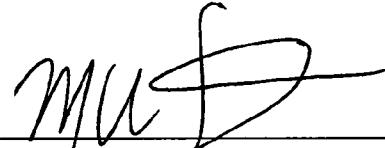
DONNA J. REED
PLAINTIFF



JOSEPH R. FLETCHER
DEFENDANT



TONI M. CHERRY, ESQUIRE
ATTORNEY FOR PLAINTIFF



MICHAEL W. SLOAT, ESQUIRE
ATTORNEY FOR DEFENDANT

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

DONNA J. REED
Plaintiff

* NO. 2007-1739-CD

vs.

*
*
*
*

JOSPEH R. FLETCHER
Defendant

ORDER

NOW, this 24th day of October, 2013, upon the Court's review of the record, with the Court noting that on June 24, 2011 a Consent Order was entered by the Court and agreed to by the parties and their respective counsel, the Court considers this case to be settled. The Prothonotary shall code the case in Full Court as Z-SETTLA.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

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FILED NOCC
OCT 24 2013
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William A. Shaw
Prothonotary/Clerk of Courts