

07-1739-CD

Donna J. Reed vs Joseph R. Fletcher

Date: 10/22/2013

Clearfield County Court of Common Pleas

User: GLKNISLEY

Time: 11:18 AM

ROA Report

Page 1 of 2

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.	Fredric Joseph Ammerman
12/6/2007	✓ Answer and New Matter filed. By s/ Michael W. Sloat, Esquire. 1CC to Atty.	No Judge
2/11/2008	✓ 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	No Judge
8/12/2008	✓ Reply to New Matter, filed by s/ Toni M. Cherry, Esquire. 2CC Atty. T. Cherry	No Judge
1/14/2009	✓ Petition For Special Relief to Prevent Removal of Vehicles Against Which Plaintiff has a Lien From The Commonwealth of Pennsylvania, filed by s/ Toni M. Cherry, Esquire. 3CC atty. T. Cherry	No Judge
	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)	Fredric Joseph Ammerman
3/13/2009	✓ Motion for Continuance, filed by s/Michael W. Sloat, Esquire. No CC	Fredric Joseph Ammerman
3/16/2009	✓ 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. ammerman, Pres. Judge. 1CC Atty. Sloat	Fredric Joseph Ammerman
5/4/2009	✓ 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. ammerman, Pres Judge. 1CC Attys; T. Cherry, Sloat	Fredric Joseph Ammerman
12/1/2010	✓ Petition for Special Relief, filed by Atty. Cherry 2 Cert. to Atty.	Fredric Joseph Ammerman
12/10/2010	✓ 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	Fredric Joseph Ammerman
12/21/2010	✓ Certificate of Readiness for Non-Jury Trial, filed by Atty. Cherry 2 Cert. to Atty.	Fredric Joseph Ammerman
12/22/2010	✓ 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	Fredric Joseph Ammerman
1/17/2011	✓ 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	Fredric Joseph Ammerman

Date: 10/22/2013

Clearfield County Court of Common Pleas

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ROA Report

Page 2 of 2

Case: 2007-01739-CD

Current Judge: Fredric Joseph Ammerman

Donna J. Reed vs. 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 3 cc
01/3/25/07 Any
OCT 26 2007
William A. Shaw
Prothonotary/Clerk of Courts
Any pd.
85.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED,

Plaintiff

vs.

JOSEPH R. FLETCHER,

Defendant

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: No. 07 - _____ C.D.
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:
:
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NOTICE

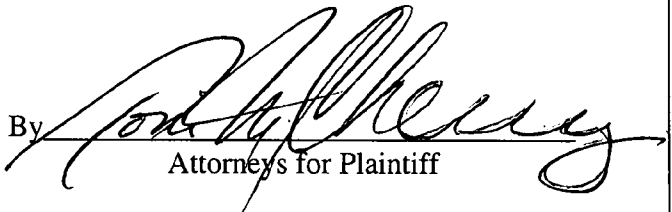
You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within Twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses 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

vs.

JOSEPH R. FLETCHER,

Defendant

:
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:
:
:
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No. 07 - _____ C.D.

COMPLAINT

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.

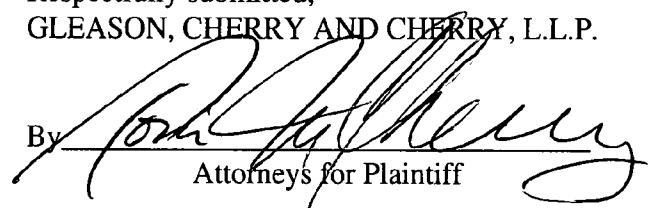
26. That Defendant has been unjustly enriched by receipt of monies paid by Plaintiff for his benefit in the amount of \$27,281.90 as said monies were not paid by the Plaintiff for the benefit of Defendant as a gift but as a loan so that he could establish the business that he promised Plaintiff would 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.

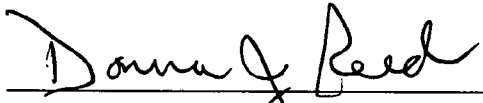
By



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

Dated: October 24, 2007

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

8-12 331
430
0003078920

5464

DATE Aug 8, 2005

PAY TO THE
ORDER OF

Joe Fletcher
Thirty Six Hundred and 00/100 \$3600.00
DOLLARS

National City.

National City Bank of Pennsylvania
Pittsburgh, Pennsylvania

MEMO

Donna Jean Reed

⑆043000122⑆ 0003078920⑈ 5464 ⑈0000360000⑈

0003 - 00010130 >>031306278<<
043000261 CLEARFIELD, PA
5159-005 041000124 10035321479
00102005 NATIONAL CITY BRANCH AUG 10, 2005
0400863392 08/11/05
1500407155

ENDORSED HERE
CREDITED TO THE ACCOUNT OF THE
WITHIN NAMED PAYEE
IN ACCORDANCE WITH PAYEE'S INSTRUCTIONS
ASSISTANCE OF ENDORSEMENT GUARANTEED
COUNTRY NATIONAL BANK
CLEARFIELD, PA

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

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

15-693

062221923000328-001

1XKND89X6YJ844984
VEHICLE IDENTIFICATION NUMBER

2000
YEAR

KENWORTH
MAKE OF VEHICLE

53758559303 FL
TITLE NUMBER

TT

BODY TYPE

1
DUP

SEAT CAP

PRIOR TITLE STATE

8/10/06
ODOM. PROC. DATE

000000
ODOM. MILES

0
ODOM. STATUS

9/15/99
DATE PA TITLED

8/10/06
DATE OF ISSUE

20,440
UNLADEN WEIGHT

GVWR

80,000
GVWR

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 IMPORTED FOR NON-U.S. DISTRIBUTION
H = AGRICULTURAL VEHICLE
L = LOADING VEHICLE
P = ISWAS A POLICE VEHICLE
R = RECONSTRUCTED
S = STREET ROD
T = RECOVERED THEFT VEHICLE
V = VEHICLE CONTAINS REISSUED VIN
W = FLOOD VEHICLE
X = ISWAS A TAXI

REGISTERED 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:

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.

FIRST LIEN RELEASED

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

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

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE



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 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 LIEN HOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN ELT, CHECK HERE ☐ FINANCIAL INSTITUTE NO.

2ND LIEN DATE

☒ IF NO LIEN, CHECK

2ND LIEN HOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN ELT, CHECK HERE ☐ FINANCIAL INSTITUTE NO.

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

EXHIBIT "B"

32069734

OFFICIAL CHECK

248117891

FEBRUARY 03, 2006

10-68220

Pay to
the order ofJIM HANK TRUCK TRAILERS
FIFTEEN THOUSAND DOLLARS AND 00 CENTS

\$ 15,000.00

Dollars

National City

National City Bank of Pennsylvania

Remitter

LARRY JEN KEE

Drawer: National City Bank of Pennsylvania

AUTHORIZED SIGNATURE

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

⑈400300⑈ ⑆022000868⑆ 6800248117891⑈

OFFICIAL CHECK

970273541

OCTOBER 19, 2006

10-06/220

Pay to the order of YOUNGSTOWN KENMORTH INC ***** \$ 24,240.00

TWENTY FOUR THOUSAND TWO HUNDRED FORTY DOLLARS AND 00 CENTS

Dollars

National City
National City Bank of Pennsylvania

Remitter DOMINA FEED

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

COMMONWEALTH OF PENNSYLVANIA
CERTIFICATE OF TITLE FOR A VEHICLE

018

062970020002354-002

5MAP48277AD13138

VEHICLE IDENTIFICATION NUMBER

2007

YEAR

NAC

MAKE OF VEHICLE

64026546501 FL

TITLE NUMBER

TRL

BODY TYPE

0

DUP

BEAT CAP

OH

PRIOR TITLE STATE

12/08/06

ODOM. PROCD. DATE

EXEMPT

ODOM. MILES

4

ODOM. STATUS

12/08/06

DATE PA TITLED

12/08/06

DATE OF ISSUE

10,433

UNLADEN WEIGHT

80,000

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
- 4 = EXEMPT FROM ODOMETER DISCLOSURE

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- A = ANTIQUE VEHICLE
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- 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

ODOMETER DISCLOSURE EXEMPT 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

SECOND LIEN RELEASED

DATE

MAILING ADDRESS

169025

DONNA J REED
429 QUARRY AVE
DU BOIS PA 15801

BY

AUTHORIZED REPRESENTATIVE

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

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 listed 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 LIEN HOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN ELT, CHECK HERE ☐

NOTE: FIN REQUIRED

FINANCIAL INSTITUTION NO.

2ND LIEN DATE

IF NO LIEN, CHECK ☐

2ND LIEN HOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN ELT, 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

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/ua
William A. Shaw
Prothonotary/Clerk of Courts

1 cent to Att

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

Plaintiff

vs.

JOSEPH R. FLETCHER

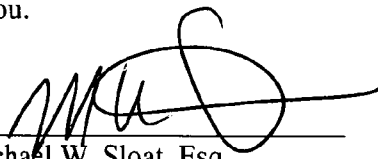
Defendant

No. 07-1739 C.D.

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

Plaintiff

vs.

JOSEPH R. FLETCHER

Defendant

No. 07-1739 C.D.

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,

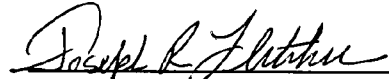
A handwritten signature in black ink, appearing to read 'M. Sloat', written over a horizontal line.

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

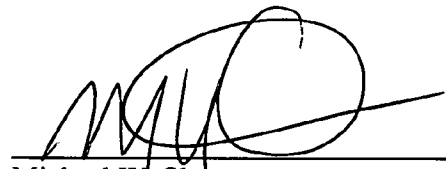

Joseph R. Fletcher

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

0/3:30cm
FEB 11 2008

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

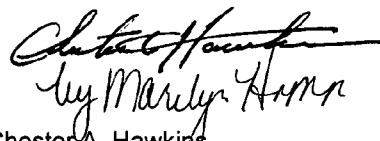
RETURN COSTS

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 COUNTYDONNA J REED
VERSUS
JOSEPH R FLETCHER

NUM: 07-1739-CD

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 Hilborn
Deputy

William H. Peck II
Sheriff of Clarion County

Sworn to and subscribed before me this

16th day of November A.D. 20 07
Dolores M. Schmacher
Notary Public

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



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641

FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

KAREN BAUGHMAN
CLERK TYPIST

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 103358

DONNA J. REED

VS.

JOSEPH R. FLETCHER

TERM & NO. 07-1739-CD

COMPLAINT

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 deputize 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,

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^{2cc}
m/10:15/07 Aug
AUG 12 2008 T. Cherry

William A. Shaw
Prothonotary/Clerk of Courts

(60)

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	:

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.

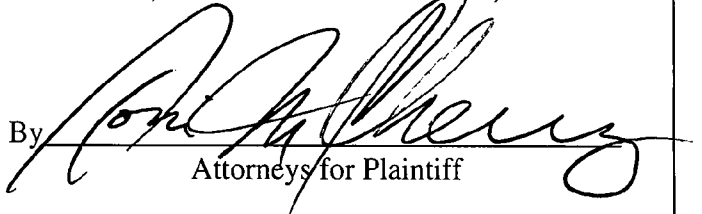
31. DENIED as stated. Plaintiff has made the full amount of the payments owed by her to creditors as a result of the loans she secured on behalf of the Defendant. Defendant owes Plaintiff more than she owes her creditors because she has continued to make payments plus interest and Defendant has never 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.

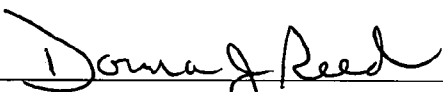
Respectfully submitted,

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

vs.

JOSEPH R. FLETCHER,

Defendant

:
:
: No. 07 - 1739 C.D.
:
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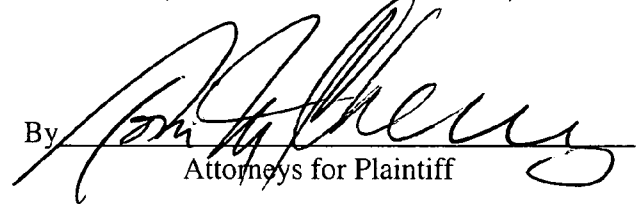
CERTIFICATE OF SERVICE

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

01/21/09
JAN 14 2009

30C
Atty T. Cherry

5
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.

JOSEPH R. FLETCHER,

Defendant

:
:
: No. 07 - 1739 C.D.
:
:
:
:

**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.

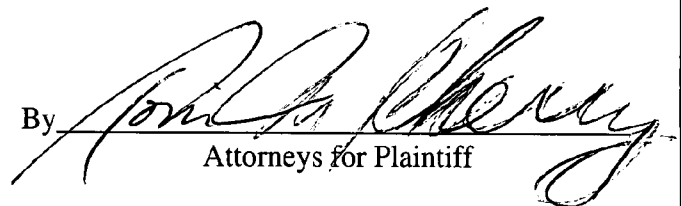
10. That Plaintiff believes and therefore avers that unless Defendant is ordered not to remove the aforementioned property from the Commonwealth of Pennsylvania, he will take the same outside of the jurisdiction of this Court and will otherwise diminish the value of the aforementioned assets.

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.

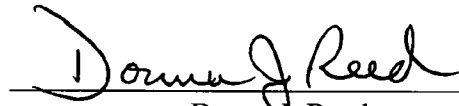
By

A handwritten signature in cursive script, likely belonging to an attorney from the law firm Gleason, Cherry and Cherry, L.L.P. The signature is written over a horizontal line.

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.

EXHIBIT "1"

William L. Cherry
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED,

Plaintiff

vs.

JOSEPH R. FLETCHER,

Defendant

:
:
: No. 07 - _____ C.D.
:
:
:
:

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

vs.

JOSEPH R. FLETCHER,

Defendant

:
:
: No. 07 - _____ C.D.
:
:
:
:

COMPLAINT

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

Dated: October 24, 2007

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

8-12 331
430
0003078920

5464

DATE Aug 8, 2005

PAY TO THE ORDER OF Joe Fletcher \$ 3600.00

Thirty Six Hundred and 00/100 DOLLARS

National City.
National City Bank of Pennsylvania
Pittsburgh, Pennsylvania

MEMO Donna Jean Reed

⑆043000122⑆ 0003078920 5464 ⑈0000360000⑈

0003 - 00010130 >>031306278<<
043000261 CLEARFIELD, PA
5159-005 00102005 041000124 10035321479
0400862392 NATIONAL CITY BR 08/11/05 AUG 10, 2005
1500407156

TRIMMED HERE
CREDITED TO THE ACCOUNT OF THE
WITHIN NAMED PAYEE
IN ACCORDANCE WITH BANK'S INSTRUCTIONS
ATTENDANCE OF EMPLOYMENT ORGANIZATION
CREDIT NATIONAL BANK
CLEARFIELD, PA

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

154693

062221423000328-001

1XK0389X6Y0844784
VEHICLE IDENTIFICATION NUMBER

2000
YEAR

KENWORTH
MAKE OF VEHICLE

53758559303 FL
TITLE NUMBER

TT
BODY TYPE

1
DUP

SEAT CAP

PRIOR TITLE STATE

8/10/06
ODOM. PROCD. DATE

000000
ODOM. MILES

0
ODOM. STATUS

9/15/99
DATE PA TITLED

8/10/06
DATE OF ISSUE

20,740
UNLADEN WEIGHT

GVWR

80,000
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	ORDINARILY IMPROVED 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

REGISTERED OWNER(S)

JOSEPH R FLETCHER
5743 S R 153
P O BOX 216
PENFIELD PA 15849

FIRST LIEN FAVOR OF:

REED, DONNA J

SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED

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.

SECOND LIEN RELEASED

BY

AUTHORIZED REPRESENTATIVE



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 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

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 LIEN HOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN EIT, CHECK HERE ☐ FINANCIAL INSTITUTION NO.

2ND LIEN DATE

☒ IF NO LIEN, CHECK

2ND LIEN HOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN EIT, CHECK HERE ☐ FINANCIAL INSTITUTION NO.

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

32069734

OFFICIAL CHECK

248117891

FEBRUARY 03, 2006

10-66220

Pay to the order of JOHN HANK TRUCK TRAILERS \$ 15,000.00

FIFTEEN THOUSAND DOLLARS AND 00 CENTS

Dollars

Drawer: National City Bank of Pennsylvania



National City
National City Bank of Pennsylvania

MINNA JEAN REED

Remitter

AUTHORIZED SIGNATURE

[Signature]

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

⑈400300⑈ ⑆022000868⑆ 6800248117891⑈

OFFICIAL CHECK

970273541

OCTOBER 19, 2006

10-96/220

Pay to
the order of

YOUNGSTOWN KENWORTH INC ***** \$

24,240.00

TWENTY FOUR THOUSAND TWO HUNDRED FORTY DOLLARS AND 00 CENTS

Dollars

National City
National City Bank of Pennsylvania

Remitter CONNA REED

Drawer: National City Bank of Pennsylvania
NON NEGOTIABLE
AUTHORIZED SIGNATURE [Signature]
Issued by Integrated Payment Systems Inc., Englewood, Colorado
To Citibank, N.A., Buffalo, NY
BRANCH COPY

COMMONWEALTH OF PENNSYLVANIA CERTIFICATE OF TITLE FOR A VEHICLE

13,018

062970020002354-002

5MAP48277A013138

VEHICLE IDENTIFICATION NUMBER

2007

YEAR

MAC

MAKE OF VEHICLE

64026546501 FL

TITLE NUMBER

TRL

BODY TYPE

0

DUP

BEAT CAP

OH

PRIOR TITLE STATE

12/08/06

ODOM. PROCD. DATE

EXEMPT

ODOM. MILES

4

ODOM. STATUS

12/08/06

DATE PA TITLED

12/08/06

DATE OF ISSUE

10,433

UNLADEN WEIGHT

80,000

GVWR

GCWR

TITLE BRANDS

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW

REGISTERED OWNER(S)

JOSEPH R FLETCHER
429 QUARRY AVE
DU BOIS PA 15801

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 ROD
T	RECOVERED THEFT VEHICLE
V	VEHICLE CONTAINS REISSUED VIN
W	FLOOD VEHICLE
X	IS WAS A TAXI

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



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 SWORN TO BEFORE ME:

MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

NOTARY PUBLIC

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

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 INSTITUTE NO.

2ND LIEN DATE:

IF NO LIEN, CHECK ☐

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN ELT, CHECK HERE ☐ FINANCIAL INSTITUTE NO.

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

Plaintiff

vs.

JOSEPH R. FLETCHER

Defendant

No. 07-1739 C.D.

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

Plaintiff

vs.

JOSEPH R. FLETCHER

Defendant

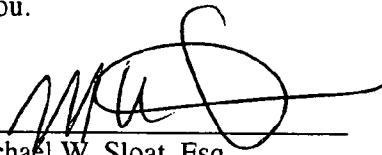
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No. 07-1739 C.D.

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

Plaintiff

vs.

JOSEPH R. FLETCHER

Defendant

No. 07-1739 C.D.

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.

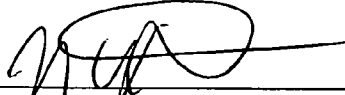
WHEREFORE, Defendant requests that judgment be entered in his favor and that Plaintiff's Complaint be dismissed.

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,

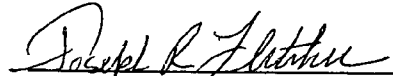


Michael W. Sloat, Esquire
Attorney for Defendant

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

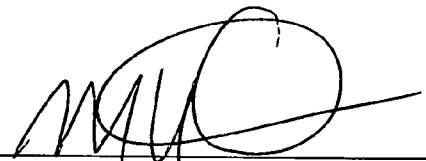

Joseph R. Fletcher

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

vs.

JOSEPH R. FLETCHER,

Defendant

:
:
: No. 07 - 1739 C.D.
:
:

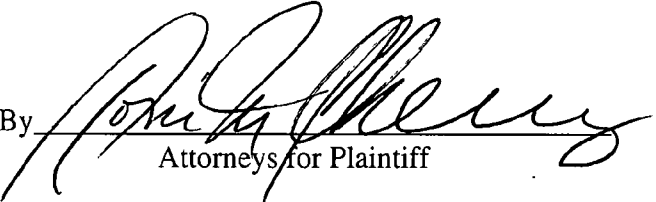
CERTIFICATE OF SERVICE

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

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED,

Plaintiff

vs.

JOSEPH R. FLETCHER,

Defendant

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: No. 07 - 1739 C.D.
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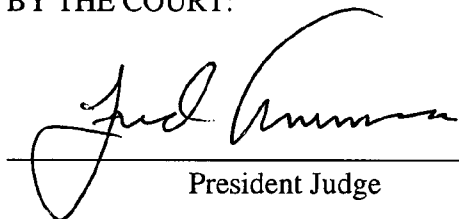
RULE

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

300

01/15/09
2009

Any T. Cherry
(will serve)

William A. Shaw
Prothonotary/Clerk of Courts

610

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

DONNA J. REED

Plaintiff

vs.

JOSEPH R. FLETCHER

Defendant

No. 07-1739 C.D.

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

FILED

MAR 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

no c/c (GID)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

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

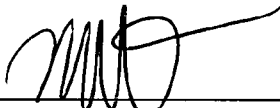
Motion for Continuance

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

LA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

DONNA J. REED

Plaintiff

vs.

JOSEPH R. FLETCHER

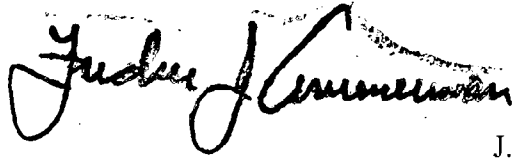
Defendant

No. 07-1739 C.D.

Order

AND NOW, this th 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 1st day of May, 2009 at 2:00 P.m. in Courtroom Number 1 at the Clearfield County Courthouse, Clearfield, Pennsylvania.

By the Court,


J.

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

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:

CA

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

DONNA J. REED, ,
Plaintiff

VS

JOSEPH R. FLETCHER,
Defendant

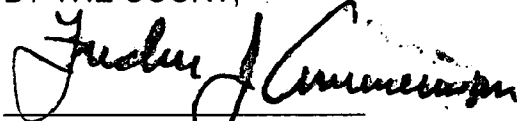
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No. 07-1739-CD

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

01/4/00/01
MAY 01 2009

William A. Shaw
Prothonotary/Clerk of Courts

cc Atty's:
T. Cherry
Sloat

GW

FILED

MAY 01 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/1/08

 You are responsible for serving all appropriate parties.

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

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

CA

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
:
: 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

0/12.05/C

William A. Shaw
Prothonotary/Clerk of Courts

2 SENT TO ATT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA J. REED,

Plaintiff

vs.

JOSEPH R. FLETCHER,

Defendant

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:
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:
:

No. 07 - 1739 C.D.

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 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 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 .

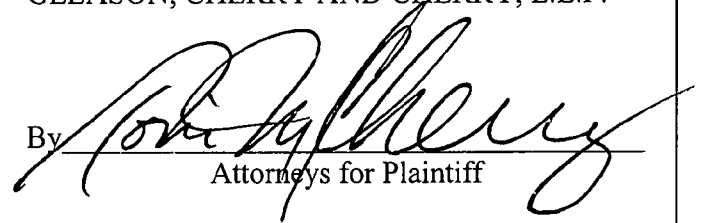
WHEREFORE, Plaintiff respectfully requests Your Honorable Court for an Order directing the sale of the 2000 Kenworth Cab and the 2007 MAC Trailer with the net proceeds therefrom, after deduction of record costs incurred by Plaintiff in bringing the instant action and deduction for costs of sale, be paid 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.

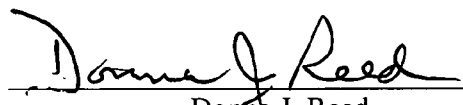
By

A handwritten signature in cursive script, appearing to read "Ron Cherry", is written over a horizontal line.

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 A. Shaw
Prothonotary/
Clerk of Courts

EXHIBIT "1"

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

DONNA J. REED,

Plaintiff

vs.

JOSEPH R. FLETCHER,

Defendant

:
:
: No. 07 - _____ C.D.

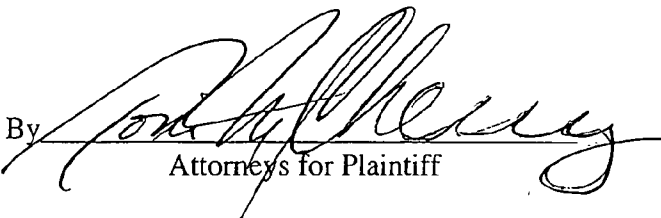
NOTICE

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
vs.
JOSEPH R. FLETCHER,
Defendant
: No. 07 - _____ C.D.

COMPLAINT

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

Dated: October 24, 2007

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

8-12 331
400
0003078920

5464

DATE Aug 8, 2005

PAY TO THE
ORDER OF

Joe Fletcher
Thirty Six Hundred and 00/100

\$3600.00

DOLLARS

National City.

National City Bank of Pennsylvania
Pittsburgh, Pennsylvania

MEMO

Donna Jean Reed

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⑈0000360000⑈

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159-005

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NATIONAL CITY BANK
08/11/05

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CLEARFIELD, PA
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AUG 10, 2005

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CREDITED TO THE ACCOUNT OF THE
WITHIN NAMED PAYEE
IN ACCORDANCE WITH PAYEE'S INSTRUCTIONS
EVIDENCE OF ENDORSEMENT GUARANTEED
CREDIT NATIONAL BANK
CLEARFIELD, PA

SUZANNE KINNEY
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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

51693

062221423000328-001

LXK0089X6YJ044984
VEHICLE IDENTIFICATION NUMBER

2000
YEAR

KENWORTH
MAKE OF VEHICLE

53758559303 FL
TITLE NUMBER

TT
BODY TYPE

1
DUP

SEAT CAP

PRIOR TITLE STATE

8/10/06
ODOM. PROC. DATE

000000
ODOM. MILES

0
ODOM. STATUS

9/15/99
DATE PA TITLED

8/10/06
DATE OF ISSUE

20,940
UNLADEN WEIGHT

GVWR

80,000
GCWR

TITLE BRANDS

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 DISCLOSURE

TITLE BRANDS
A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
D = COLLECTIBLE VEHICLE
F = OUT OF COUNTRY
O = ORIGINALLY IMPORTED FOR NON-U.S. DISTRIBUTION
H = AGRICULTURAL VEHICLE
L = LOOKING 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

REGISTERED 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:

FIRST LIEN RELEASED

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.

SECOND LIEN RELEASED

BY _____
AUTHORIZED REPRESENTATIVE



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 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

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 LIEN HOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN EIT, CHECK HERE ☐ FIN REQUIRED

FINANCIAL INSTITUTION NO.

2ND LIEN DATE

☐ IF NO LIEN, CHECK

2ND LIEN HOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN EIT, CHECK HERE ☐ FIN REQUIRED

FINANCIAL INSTITUTION NO.

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

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATERMARK

32069734

OFFICIAL CHECK

248117891

FEBRUARY 03, 2006

10-66/220

Pay to
the order of
JIM HAWK TRUCK TRAILERS
FIFTEEN THOUSAND DOLLARS AND 00 CENTS

\$ 15,000.00

Dollars

National City
National City Bank of Pennsylvania

Remitter
DONNA JEAN REED

Drawer: National City Bank of Pennsylvania

AUTHORIZED SIGNATURE

Issued by Integrated Payment Systems Inc., Englewood, Colorado
to Citibank, N.A., Buffalo, NY

⑆400300⑆ ⑆022000868⑆ ⑆800248117891⑆

ORIGINAL CHECK

970253541

OCTOBER 19, 2006

10-06/220

Pay to the order of YOUNGSTOWN KENMORTH INC ***** \$ 24,240.00

TWENTY FOUR THOUSAND TWO HUNDRED FORTY DOLLARS AND 00 CENTS

Dollars

National City
National City Bank of Pennsylvania

Remitter CONNA REED

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

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

23-018

062970020002354-002

SNAP48277AD13138
VEHICLE IDENTIFICATION NUMBER

2007
YEAR

MAC
MAKE OF VEHICLE

64026546501 FL
TITLE NUMBER

TRL
BODY TYPE

0
DUP.

SEAT CAP

OH
PRIOR TITLE STATE

12/08/06
Odom. PROC. DATE

EXEMPT
Odom. MILES

4
Odom. STATUS

12/08/06
DATE PA TITLED

12/08/06
DATE OF ISSUE

10,433
UNLADEN WEIGHT

80,000
GVWR

GCWR

TITLE BRANDS

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW
REGISTERED OWNER(S)

JOSEPH R FLETCHER
429 QUARRY AVE
DU BOIS PA 15801

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 ROD	
T - RECOVERED THEFT VEHICLE	
V - VEHICLE CONTAINS REISSUED VIN	
W - FLOOD VEHICLE	
X - IS WAS A TAXI	

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

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 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

NOT 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 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 LIEN HOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN EIT, CHECK HERE ☐ FINANCIAL INSTITUTE NO.

2ND LIEN DATE:

→ IF NO LIEN, CHECK ☐

2ND LIEN HOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN EIT, CHECK HERE ☐ FINANCIAL INSTITUTE 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

Plaintiff

vs.

JOSEPH R. FLETCHER

Defendant

No. 07-1739 C.D.

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

Plaintiff

vs.

JOSEPH R. FLETCHER


Defendant

No. 07-1739 C.D.

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

Plaintiff

vs.

JOSEPH R. FLETCHER

Defendant

No. 07-1739 C.D.

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.

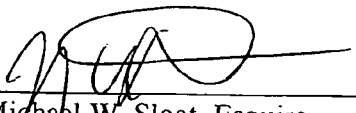
WHEREFORE, Defendant requests that judgment be entered in his favor and that Plaintiff's Complaint be dismissed.

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,

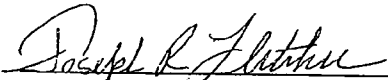


Michael W. Sloat, Esquire
Attorney for Defendant

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

vs.

JOSEPH R. FLETCHER,

Defendant

:
:
: No. 07 - 1739 C.D.
:
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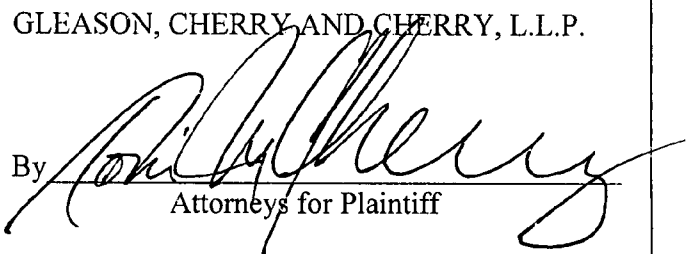
CERTIFICATE OF SERVICE

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

CA

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.
:
:
:

RULE

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, Emmlenton, Clarion County, Pennsylvania.~~ FJA

BY THE COURT:

⁵
FILED

DEC 10 2010

William A. Shaw
Prothonotary/Clerk of Courts

Joshua J. Kummer
President Judge

FILED

DEC 10 2010

William A. Shaw
Prothonotary/Clerk of Courts

12/10/10

x

Shaw, William A. Shaw, Clerk of Courts, Prothonotary/Clerk of Courts, 12/10/10

Shaw, William A. Shaw, Clerk of Courts, Prothonotary/Clerk of Courts, 12/10/10

Shaw, William A. Shaw, Clerk of Courts, Prothonotary/Clerk of Courts, 12/10/10

Shaw, William A. Shaw, Clerk of Courts, Prothonotary/Clerk of Courts, 12/10/10

Shaw, William A. Shaw, Clerk of Courts, Prothonotary/Clerk of Courts, 12/10/10

FILED

DEC 21 2010

m/q.oo/6

William A. Shaw
Notary/Clerk of Courts
2 (Ant + 14 + 12)

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

vs.

JOSEPH R. FLETCHER,

Defendant

:
:
:
:
:
:
:

No. 07 - 1739 C.D.

PRAECIPE FOR CASE TO BE LISTED FOR
NON-JURY TRIAL

TO WILLIAM A. SHAW, PROTHONOTARY

Sir:

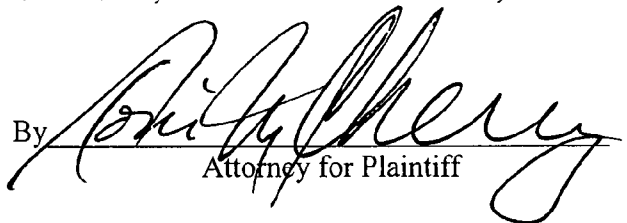
Kindly place the above-captioned case on the non-jury trial list. Certificate of

Readiness has been filed.

Respectfully submitted,

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

By


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
No. 07 - 1739 C.D.

TYPE TRIAL REQUESTED

ESTIMATED TRIAL TIME

☐ Jury ☒ Non-jury

Date Complaint filed:
10/26/07

☐ Arbitration

1/2 DAY

PLAINTIFF(S)

DONNA J. REED

()

DEFENDANT(S)

JOSEPH R. FLETCHER

()

ADDITIONAL DEFENDANT(S)

Check Block
if a Minor
is a Party
to the Case

()

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

AMOUNT AT ISSUE

CONSOLIDATION

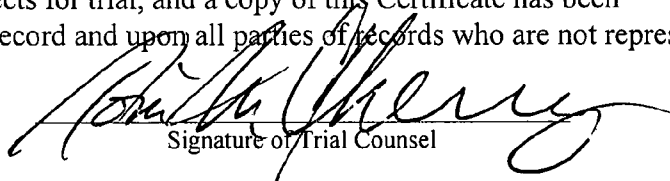
DATE CONSOLIDATION ORDERED

over
\$25,000.00

☐ Yes ☒ 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

vs.

JOSEPH R. FLETCHER,

Defendant

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:
: No. 07 - 1739 C.D.
:
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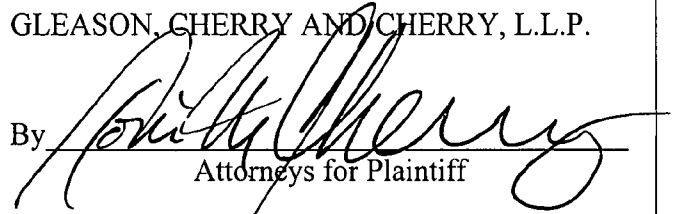
CERTIFICATE OF SERVICE

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

CA

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

DONNA J. REED

Plaintiff

vs.

JOSEPH R. FLETCHER

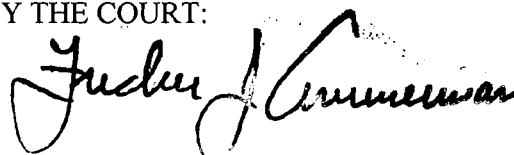
Defendant

NO. 2007-1739-CD

ORDER

AND NOW, this 12th 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
DEC 22 2010

William A. Shaw
Clerk of Courts

ICC memorandum to
Atty's:
T. Cherry
Sloat

FILED

4 01/18/2011
JAN 17 2011

200 Atty's:
T. Cherry
Sloat

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

William A. Shaw
Prothonotary/Clerk of Courts

CIVIL DIVISION

DONNA J. REED

}

VS

}

NO. 2007-1739-CD

JOSEPH R. FLETCHER

}

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:

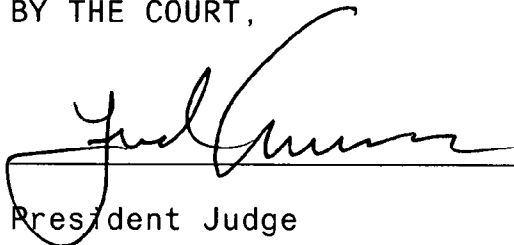
1. Plaintiff, Donna J. Reed, is hereby given the authority to obtain the 2000 Kenworth cab and 2007 Mack trailer from the Defendant at his address of 242 Deer Ridge Road, Emlenton, PA. Plaintiff shall make such arrangements as are necessary in order to have said items taken into the possession of either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

Defendant(s) ☒ Defendant(s) Attorney _____

____ See all Instructions.

CA

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

DONNA J. REED
Plaintiff

vs.

JOSEPH R. FLETCHER,
Defendant

* NO. 07-1739-CD
*
*
*
*

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

3
FILED
0132101
FEB 15 2011
ICC
Atty's: T. Cherry
Sloat
William A. Shaw
Prothonotary/Clerk of Courts

FILED

FEB 15 2011

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2/15/11

___ You are responsible for serving all appropriate parties.

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

___ Plaintiff(s) X Plaintiff(s) Attorney ___ Other

___ Defendant(s) X Defendant(s) Attorney

___ Special Instructions:

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

DONNA J. REED

VS.

JOSEPH R. FLETCHER

)
)
) NO. 07-1739-CD
)
)
)

FILED

JUN 24 2011
07:10:30
William A. Shaw
Prothonotary/Clerk of Courts

4 sent to
Army Clerk
for Ssh

6/6

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.

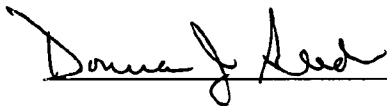
4. The parties will each take whatever further steps are required from either of them to finalize the divorce action filed to No. 788 C.D. 2007.

BY THE COURT,

A handwritten signature in cursive script, appearing to read "Judge J. K. Krumm", written over a horizontal line.

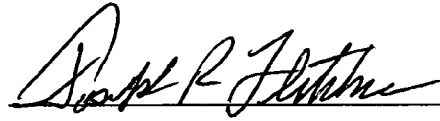
President Judge

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



DONNA J. REED

PLAINTIFF



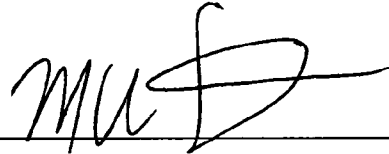
JOSEPH R. FLETCHER

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

vs.

JOSPEH R. FLETCHER

Defendant

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NO. 2007-1739-CD

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
01 12:07 PM
OCT 24 2013

William A. Shaw
Prothonotary/Clerk of Courts

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