

08-158-CD

Tidewater Fin. Co al vs Thomas Newell al

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

TIDEWATER FINANCE COMPANY  
trading as TIDEWATER MOTOR CREDIT  
and TIDEWATER CREDIT SERVICES,

Plaintiff,

No. 08-158-CD

vs.

COMPLAINT IN CIVIL ACTION

THOMAS NEWELL also known as  
THOMAS C. NEWELL and  
SHARON NEWELL also known as  
SHARON A. NEWELL,

Defendants.

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

NICHOLAS D. KRAWEC, ESQUIRE  
PA ID #38527  
CHRISTOPHER M. BOBACK, ESQUIRE  
PA ID #91730

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

BERNSTEIN FILE NO. R0067511

FILED  
m/2:14/08  
JAN 30 2008  
Att'y pd. \$95.00  
acc Sheriff

William A. Shaw  
Prothonotary/Clerk of Courts

NOTICE

THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

April 7, 2008 Document  
Reinstated/Reissued to Sheriff Attorney  
for service.

*William A. Shaw* GK  
Deputy Prothonotary

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

TIDEWATER FINANCE COMPANY  
trading as TIDEWATER MOTOR CREDIT  
and TIDEWATER CREDIT SERVICES,

Plaintiff,

vs.

Civil Action No.

THOMAS NEWELL also known as  
THOMAS C. NEWELL and  
SHARON NEWELL also known as  
SHARON A. NEWELL,

Defendants.

**NOTICE AND COMPLAINT**

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served upon you, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a Judgment may be entered against you by the Court, without further notice, for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service  
PA Bar Association  
PO Box 186  
Harrisburg, PA 17108  
1-800-692-7375

## **COMPLAINT**

1. Plaintiff, Tidewater Finance Company t/a Tidewater Motor Credit and Tidewater Credit Services (hereinafter "Plaintiff"), is a corporation and maintains offices at 6520 Indian Road, Virginia Beach, Virginia 23464.

2. Defendant, Thomas Newell a/k/a Thomas C. Newell, is an adult individual with a last known address of 197 Old Bliss Run Road, Penfield, Clearfield County, Pennsylvania 15849.

3. Defendant, Sharon Newell a/k/a Sharon A. Newell, is an adult individual with a last known address of 131 East Long Avenue, Dubois, Clearfield County, Pennsylvania 15801.

4. On or about November 19, 2005, Defendants jointly executed a Retail Installment Sale Contract (hereinafter "Contract"), in favor of Montrose Chevrolet Cadillac, who by the same document assigned the contract to Plaintiff, said contract being secured by a used 2005 Chevrolet Classic, VIN# 1G1ND52F65M178853, more particularly described in the Contract. A true and correct copy of the parties' Contract, is attached hereto, marked as Exhibit "1" and made a part hereof.

5. By the terms of said Contract, Defendants undertook to pay to Plaintiff the sum of \$13,445.40 by making sixty (60) consecutive monthly payments of \$356.04.

6. Plaintiff avers that Defendants defaulted under the Contract by having not made payments to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

7. Plaintiff was entitled to immediate possession of the said vehicle which Plaintiff held a security interest in and any proceeds of the vehicle, including insurance proceeds by virtue of the Defendants' default. A true and correct copy of the Certificate of Title, which evidenced Plaintiff's lien is attached hereto, marked as Exhibit "2" and made a part hereof.

8. On August 2, 2007, in accordance with the Defendants' default and under the terms of the Contract, the Plaintiff took possession of the 2005 Chevrolet Classic vehicle. A true and correct copy of the Notice of Sale and Right to Reinstate is attached hereto, marked as Exhibit "3" and made a part hereof.

9. On September 19, 2007, Plaintiff provided Defendant with a Deficiency Balance Notice in the amount of \$5,609.24, which is the amount owed after the sale of the vehicle. A true and correct copy of said Deficiency Balance Notice is attached hereto, marked as Exhibit "4" and made a part hereof.

10. Plaintiff avers accrued interest amounts to \$98.11 to November 1, 2007, plus future interest on said principal at the rate of 19.95% per annum until paid in full, as stated on the executed Affidavit. A true and correct copy of said Affidavit is attached hereto, marked Exhibit "5" and made a part hereof.

11. Despite Plaintiff's repeated requests for payment, Defendants have failed to and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff, requests judgment in its favor and against the Defendants, Thomas Newell a/k/a Thomas C. Newell and Sharon Newell a/k/a Sharon A. Newell, jointly and severally, in the amount of \$5,707.35, plus interest at the rate of 19.95% per annum from November 2, 2007, and costs.

Respectfully submitted,

BERNSTEIN LAW FIRM, P.C.

By: 

Christopher M. Boback, Esquire  
Attorney for Plaintiff  
PA I.D. #91730  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

**RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE**

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_

*Drafted 1/8/08*

Buyer (and Co-Buyer, if any), Name and Address (including County and Zip Code)		Creditor - Seller Name and Address	
THOMAS C. NEMELL SHARON R. NEMELL 197 OLD BLISS RUN ROAD PENFIELD CLEVELAND OH 44129		MONTROSE CHEVROLET CADILLAC 1127 WEST MAIN ST KENT OH 44240	

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreement on the front and back of this contract. You agree to pay the Creditor - Seller (hereinafter "we" or "us") in this contract the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

*342138762*

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Mileage	Primary Use For Which Purchased
USED	2005	CHEVROLET CLASSIC	1G1ND52F63M178653	18612	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after payments are scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ _____.
13.99%	\$ 7917.99	\$ 12445.49	\$ 21350.48	\$ 21350.48

**Your Payment Schedule Will Be:**

Number of Payments	Amount of Payments	When Payments Are Due
60	356.01	Monthly beginning 12/20/2007

☐ As Follows:

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ \_\_\_\_\_ or 5% of the part of the payment that is late, whichever is greater.

Prepayment: If you pay off all your debt early, you will not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle here.

Additional Information: See this contract for more information including information about nonpayment, default, any required expenses in full before the scheduled date and security interest.

**RECAPITULATION OF AMOUNT FINANCED**

1. Cash Price (including \$ 735.49 down) \$ 12445.49

2. Total Downpayment =

Trade-In	(Year)	(Make)	(Model)
Gross Trade-In Allowance			\$ N/A
Less Pay Off Made by Seller			\$ N/A
Cash Not Trade-In			\$ N/A
+ Cash			\$ N/A
+ Other			\$ N/A

3. Total Downpayment is negative, enter "0" and see G below) \$ N/A

4. Unpaid Balance of Cash Price (1 amount) \$ 12445.49

5. Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):

A. Cost of Optional Credit Insurance Paid to Insurance Company or Creditor: \$ N/A

B. Other Insurance Paid to the Insurance Company \$ N/A

C. Credit Fee Paid to Government Agency \$ N/A

D. Taxes Not Included in Cash Price \$ N/A

E. Government License and/or Registration Fee \$ 108.00

F. Government Certificate of Title Fee \$ N/A

G. Other Charges (Seller must identify who is paid and describe purpose):

for _____	for _____	\$ N/A
for _____	for _____	\$ N/A
for _____	for _____	\$ N/A
for _____	for _____	\$ N/A
for _____	for _____	\$ 108.00
for _____	for _____	\$ N/A

Total Cash Charges and Amounts Paid to Others on Your Behalf \$ 208.00

6. Amount Financed (2 + 4) \$ 12445.49

**OPTION 1) You pay no finance charge if the amount financed, item 6, is paid in full on or before \_\_\_\_\_ Year. SELLER'S INITIALS \_\_\_\_\_**

**NO COOLING OFF PERIOD**

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change in this contract must be in writing and must be signed by both you and us. No oral changes are binding. Buyer Signs *Thomas C. Nemell* Co-Buyer Signs *Sharon R. Nemell*

If any part of this contract is not valid, all other parts stay valid. We may delay or return from ordering any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others. See back for other important agreements.

**NOTICE TO RETAIL BUYER:** Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs *Thomas C. Nemell* Date *11/19/07* Co-Buyer Signs *Sharon R. Nemell* Date *11/19/07*

Co-Buyer and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here: *X* Address \_\_\_\_\_

Seller Signs *Michael C. Nemell* Date *11/19/07* *X* Title *SA*

Seller agrees as stated in this contract to **FORWARD MOTOR CREDIT** (Assignee) under the terms of Seller's representation(s) with Assignee.

Assigned without or with limited recourse: \_\_\_\_\_ Assigned with recourse: \_\_\_\_\_

**MONTROSE CHEVROLET CADILLAC** By \_\_\_\_\_ Title \_\_\_\_\_

EXHIBIT *1/1*

## OTHER IMPORTANT AGREEMENTS

## 1. FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed, and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

## 2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle of this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. Security Interest and Assignment of Proceeds. You give us a security interest in the vehicle described in this contract. This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. Until your obligations under this contract are satisfied, you assign to us all of your right title and interest in and to:
  - All parts or goods put on the vehicle.
  - All money or goods received (proceeds) for the vehicle (including all parts or goods put on the vehicle).
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
- d. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have this insurance, we may exercise our rights under this contract and take the vehicle from you.
- e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

## 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. YOU WILL PAY A LATE CHARGE ON EACH LATE PAYMENT, IN THE AMOUNT AND UNDER THE CIRCUMSTANCES DESCRIBED IN THE FEDERAL TRUTH-IN-LENDING DISCLOSURES ON THE FRONT OF THIS CONTRACT. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

If you pay late, we may also take the steps described below.

- b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
  - You do not pay any payment on time;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.
 If your default consists solely of a failure to pay a payment on time, we may demand that you pay all that you owe on this contract only if your failure to pay has continued for at least thirty (30) days. The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

- d. How you can get the vehicle back if we take it. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. We will tell you how much to pay to redeem the vehicle and/or reinstate the contract, as applicable. In a notice we will send to you, Your right to redeem ends when we sell the vehicle, and your right to reinstate the contract, if applicable, ends on the date we will provide to you in a notice we will send to you.

- e. We will sell the vehicle if you do not get it back. If you do not redeem the vehicle or reinstate the contract we will sell the vehicle. The sale date will be provided to you in a notice we will send to you.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

- f. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

## 4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.  
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

## 6. Applicable Law

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

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

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller or against the manufacturer of the vehicle or equipment obtained under this contract.

EXHIBIT 11211



7007 0710 0005 1427 4111



TIDEWATER MOTOR CREDIT

U.S. Postal Service CERTIFIED MAIL (Domestic Mail Only)	Postage Certified Fee Return Receipt Fee (Postage Payment Required) Postpaid Delivery Fee (Postage Payment Required)	Total Postage & Fees	Sent to Bliss, A/R No. or PO Box No. City, State, ZIP+4
---	---	----------------------	--

P.O. Box 13306  
Chesapeake, VA. 23325  
Tel: (757) 579-6448  
Tel: (888) 413-1082  
Fax: (757) 579-6433

## NOTICE OF SALE AND RIGHT TO REINSTATE

2-Aug-07

Thomas C & Sharon A Newell  
197 Old Bliss Run Rd  
Penfield, PA 15849

**PLEASE TAKE NOTICE** that, because your contract with us is in default, we have taken possession of the personal property covered by our Security Agreement dated **11/19/2005** and we intend to sell this property

**PROPERTY REPOSSESSION DATE:** 8/2/2007

**PROPERTY TO BE SOLD:** 2005 CHEVROLET CLASSIC VIN# 1G1ND52F65M178853

**YOU ARE ENTITLED** to regain possession of this property if you pay your unpaid balance now due of **\$11,699.36**

on or before the date listed below. Your unpaid balance is calculated as follows:

Gross Balance	\$11,184.10
Plus Earned Finance Charges	\$122.26
Net Unpaid Balance	\$11,306.36
Plus Unpaid Default Charges	\$43.00
Plus Repossession Fee	\$350.00
Mechanic's Lien	\$0.00
Unpaid Balance Due	\$11,699.36

**UNLESS** your unpaid balance is paid in full on or before the date listed below, the property will be sold at a private sale to be held after the following date: **17-Aug-07** pursuant to the terms of the security instrument/installment contract you signed.

**THE TERMS** of the sale are cash, and Tidewater Motor Credit reserves the right to reject or accept any bid. The expenses of the sale will be deducted from the proceeds and any resulting amount will be credited to your account.

If an overage results, it will be paid to you, however, if a balance remains, you will be held liable.

**WE ARE GIVING YOU THE OPTION TO REINSTATE** your contract. We will reinstate your loan contract and you may regain possession of the personal property if you pay the total amount due (shown below), on or before the date listed above. You must also provide proof of full coverage insurance at the time of redemption.

Number of past due installments	2
Amount of past due installments	\$712.08
Plus unpaid default charges	\$43.00
Plus towing expenses	\$350.00
Mechanic's Lien	\$0.00
<b>UNPAID BALANCE DUE</b> (plus storage)	<b>\$1,105.08</b>

**THE COST** of storage is at the rate of **\$15.00** per day beginning on the repossession date, accrued daily.

You may also inquire about any personal property left in the car at the time of repossession by calling the phone number listed below. If you do not pick up your personal property within thirty days from the date of this notice, it will be disposed of by the repossession company. If you have any further questions, please contact us toll-free at 1-888-413-1082

**VEHICLE LOCATION:** AMERICAN RECOVERY SPECIALISTS OF  
WESTERN PA  
RD 3 BOX 323A  
LATROBE, PA 15650  
724-423-8833

via: regular/certified mail  
cc: customer file

*Jeff Esquerre*  
Jeff Esquerre, Recovery Manager

EXHIBIT "3"



TIDEWATER MOTOR CREDIT

P.O. Box 13306  
Chesapeake, VA. 23325  
Tel: (757) 579-6448  
Tel: (888) 413-1082  
Fax: (757) 579-6433

## **DEFICIENCY BALANCE NOTICE**

19-Sep-07

**Thomas C & Sharon A Newell  
197 Old Bliss Run Rd  
Penfield, PA 15849**

**IN REF: ACCOUNT #: 362-138762**

The merchandise that was repossessed on 8/2/07, under the terms of your contract has now been sold at Adesa Pittsburgh Auto Auction.  
Below is a current statement of your account.

1. NET BALANCE AT THE TIME OF REPOSSESSION	=	\$11,306.36
2. UNPAID DEFAULT CHARGES	+	\$43.00
3. REPOSSESSION EXPENSES	+	\$350.00
4. MECHANIC'S LIEN	+	N/A
5. RECONDITION EXPENSES	+	\$331.75
6. FORCED PLACED INSURANCE EP	+	N/A
7. SALES FEE	+	\$85.00
8. ACCRUED INTEREST FROM REPO DATE	+	\$193.13
9. TOTAL	=	\$12,309.24
10. AMOUNT DERIVED FROM SALE	-	\$6,700.00
11. PRORATED FORCE PLACE INSURANCE REFUND	-	N/A
12. CANCELLED WARRANTY REFUND	-	N/A
13. DEFICIENCY BALANCE	=	\$5,609.24

The proceeds resulting from this sale have been applied to your account, however the amount received did not satisfy the balance due. You must pay the **DEFICIENCY BALANCE** (shown above), under the terms of your contract. If you are unable to pay the remaining balance in full immediately, we will allow you ten (10) days from the date of this letter to contact us and make some satisfactory arrangements to retire this indebtedness.  
**IT IS URGENT THAT YOU CALL OUR OFFICE IMMEDIATELY AT 1-888-413-1082.**

Respectfully,  
**TIDEWATER MOTOR CREDIT**  
*Recovery Department*

EXHIBIT "4"

**AFFIDAVIT**

I hereby certify on this 1ST day of NOVEMBER, 2007 before me, a notary public in and for the Commonwealth of Virginia, personally appeared CIELO M. TORRES, PARALEGAL of TIDEWATER FINANCE COMPANY T/A TIDEWATER MOTOR CREDIT and TIDEWATER CREDIT SERVICES, the Plaintiff herein, who after being duly sworn, solemnly declared under penalty of perjury as follows:

1. That the affiant is a custodian of the books and records of Plaintiff; the affiant is duly authorized by the Plaintiff to make this affidavit; the affiant is competent to testify to the matters stated herein; the affiant has personal knowledge of the facts stated herein and that they are true and correct.
2. That the Plaintiff keeps regular books of account and that the keeping of said books of account is in the charge of or under the supervision of the affiant. The entries in said books of account are made in the ordinary course of business. Said entries show that THOMAS C. NEWELL AND SHARON A. NEWELL defendant (s) herein, is (are) indebted to the Plaintiff in the manner and amount herein set forth.
3. That there is justly due and owing by Defendant(s) to the Plaintiff the sum of money set as in the foregoing complaint and/or in the document/written obligation/itemized statement of account attached hereto amounting to \$5609.24 in principal and \$98.11 in accrued interest through today's date of November 1, 2007, plus future interest on said principal at the rate of 19.95% per annum until paid in full.
4. That the affiant as stated above being duly sworn and having authority to verify the attached complaint on behalf of the Plaintiff, states that the foregoing is a just and true statement of the amount owing by Defendant(s) to the Plaintiff exclusive of all set-offs.
5. That said indebtedness represents the unpaid balance for merchandise sold to Defendant(s).
6. That the Plaintiff has not, directly or indirectly, received any part of the money charged herein as due, or received any security or satisfaction for which credit has not already been given.
7. That the Defendant(s) is (are) not of Military Service as defined in the Soldiers' and Sailors' Civil Relief Act of 1940 with amendments, nor has (have) been in such service within 30 days hereof.

CIELO M. TORRES

CIELO M. TORRES

STATE OF VIRGINIA,  
CITY OF VIRGINIA BEACH, to wit:

Given under my hand and seal on the date above written.



Cinnamon Kelley  
NOTARY PUBLIC

My Commission Expires: 2/28/11

EXHIBIT 5

December 20, 2007  
Page 5

**VERIFICATION**

The undersigned does hereby verify under penalty of perjury, that he/she is  
RAKEL GIL, of TICKETMASTER FINANCIAL CO., Plaintiff herein, that  
he/she is duly authorized to make this Verification and that the facts set forth in the foregoing  
COMPLAINT are true and correct to the best of his/her knowledge, information and belief.

Aileen F. Jones  
(Sign in Blue Ink)

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

TIDEWATER FINANCE COMPANY  
trading as TIDEWATER MOTOR CREDIT  
and TIDEWATER CREDIT SERVICES,

Plaintiff,

No. 08-158

vs.

PRAECIPE TO REINSTATE  
COMPLAINT

THOMAS NEWELL also known as  
THOMAS C. NEWELL and  
SHARON NEWELL also known as  
SHARON A. NEWELL,

Defendants.

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

NICHOLAS D. KRAWEC, ESQUIRE  
PA ID #38527

CHRISTOPHER M. BOBACK, ESQUIRE  
PA ID #91730

SHAWN P. MCCLURE, ESQUIRE  
PA ID #205951

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

**BERNSTEIN FILE NO. R0067511**

**FILED** *Atty. pd. 7.00*  
*m 12:05 PM*  
**APR 07 2008** *2 Compl. Reinstated to Sheriff*  
William A. Shaw  
Prothonotary/Clerk of Courts *(6K)*

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

TIDEWATER FINANCE COMPANY  
trading as TIDEWATER MOTOR CREDIT  
and TIDEWATER CREDIT SERVICES,

Plaintiff,  
vs.

Civil Action No. 08-158

THOMAS NEWELL also known as  
THOMAS C. NEWELL and  
SHARON NEWELL also known as  
SHARON A. NEWELL,

Defendants.

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in the above-captioned matter.

BERNSTEIN LAW FIRM, P.C.

By: Sharon Newell  
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

**BERNSTEIN FILE NO. R0067511**

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

Service # 1 of 2 Services

Sheriff Docket # **103696**

TIDEWATER FINANCE COMPANY t/a TIDEWATER MOTOR CREDIT

Case # 08-158-CD

vs.

THOMAS NEWELL aka THOMAS C. NEWELL and SHARON NEWELL aka  
SHARON A. NEWELL

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW May 21, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT  
FOUND" AS TO THOMAS NEWELL AKA THOMAS C. NEWELL, DEFENDANT. 197 OLD BLISS RUN ROAD,  
PENFIELD, PA. "VACANT".

SERVED BY: /

*1st  
service*

**FILED**

*072:5481*  
**MAY 21 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

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

Service # 2 of 2 Services

Sheriff Docket # **103696**

TIDEWATER FINANCE COMPANY t/a TIDEWATER MOTOR CREDIT

Case # 08-158-CD

vs.

THOMAS NEWELL aka THOMAS C. NEWELL and SHARON NEWELL aka  
SHARON A. NEWELL

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW May 21, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT  
FOUND" AS TO SHARON NEWELL AKA SHARON A. NEWELL, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103696  
NO: 08-158-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: TIDEWATER FINANCE COMPANY t/a TIDEWATER MOTOR CREDIT  
vs.

DEFENDANT: THOMAS NEWELL aka THOMAS C. NEWELL and SHARON NEWELL aka SHARON A. NEWELL

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BERNSTEIN	106175	20.00
SHERIFF HAWKINS	BERNSTEIN	106175	54.35

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,

  
Chester A. Hawkins  
Sheriff

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

TIDEWATER FINANCE COMPANY  
trading as TIDEWATER MOTOR CREDIT  
and TIDEWATER CREDIT SERVICES,

Plaintiff,

vs.

THOMAS NEWELL also known as  
THOMAS C. NEWELL and  
SHARON NEWELL also known as  
SHARON A. NEWELL,

Defendants.

No. 08-158-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

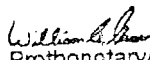
NICHOLAS D. KRAWEC, ESQUIRE  
PA ID #38527  
CHRISTOPHER M. BOBACK, ESQUIRE  
PA ID #91730

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

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

JAN 30 2008

Attest.

  
Prothonotary/  
Clerk of Courts

BERNSTEIN FILE NO. R0067511

**NOTICE**

**THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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

TIDEWATER FINANCE COMPANY  
trading as TIDEWATER MOTOR CREDIT  
and TIDEWATER CREDIT SERVICES,

Plaintiff,

vs.

Civil Action No.

THOMAS NEWELL also known as  
THOMAS C. NEWELL and  
SHARON NEWELL also known as  
SHARON A. NEWELL,

Defendants.

**NOTICE AND COMPLAINT**

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served upon you, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a Judgment may be entered against you by the Court, without further notice, for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service  
PA Bar Association  
PO Box 186  
Harrisburg, PA 17108  
1-800-692-7375

## COMPLAINT

1. Plaintiff, Tidewater Finance Company t/a Tidewater Motor Credit and Tidewater Credit Services (hereinafter "Plaintiff"), is a corporation and maintains offices at 6520 Indian Road, Virginia Beach, Virginia 23464.

2. Defendant, Thomas Newell a/k/a Thomas C. Newell, is an adult individual with a last known address of 197 Old Bliss Run Road, Penfield, Clearfield County, Pennsylvania 15849.

3. Defendant, Sharon Newell a/k/a Sharon A. Newell, is an adult individual with a last known address of 131 East Long Avenue, Dubois, Clearfield County, Pennsylvania 15801.

4. On or about November 19, 2005, Defendants jointly executed a Retail Installment Sale Contract (hereinafter "Contract"), in favor of Montrose Chevrolet Cadillac, who by the same document assigned the contract to Plaintiff, said contract being secured by a used 2005 Chevrolet Classic, VIN# 1G1ND52F65M178853, more particularly described in the Contract. A true and correct copy of the parties' Contract, is attached hereto, marked as Exhibit "1" and made a part hereof.

5. By the terms of said Contract, Defendants undertook to pay to Plaintiff the sum of \$13,445.40 by making sixty (60) consecutive monthly payments of \$356.04.

6. Plaintiff avers that Defendants defaulted under the Contract by having not made payments to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

7. Plaintiff was entitled to immediate possession of the said vehicle which Plaintiff held a security interest in and any proceeds of the vehicle, including insurance proceeds by virtue of the Defendants' default. A true and correct copy of the Certificate of Title, which evidenced Plaintiff's lien is attached hereto, marked as Exhibit "2" and made a part hereof.

8. On August 2, 2007, in accordance with the Defendants' default and under the terms of the Contract, the Plaintiff took possession of the 2005 Chevrolet Classic vehicle. A true and correct copy of the Notice of Sale and Right to Reinstate is attached hereto, marked as Exhibit "3" and made a part hereof.

9. On September 19, 2007, Plaintiff provided Defendant with a Deficiency Balance Notice in the amount of \$5,609.24, which is the amount owed after the sale of the vehicle. A true and correct copy of said Deficiency Balance Notice is attached hereto, marked as Exhibit "4" and made a part hereof.

10. Plaintiff avers accrued interest amounts to \$98.11 to November 1, 2007, plus future interest on said principal at the rate of 19.95% per annum until paid in full, as stated on the executed Affidavit. A true and correct copy of said Affidavit is attached hereto, marked Exhibit "5" and made a part hereof.

11. Despite Plaintiff's repeated requests for payment, Defendants have failed to and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff, requests judgment in its favor and against the Defendants, Thomas Newell a/k/a Thomas C. Newell and Sharon Newell a/k/a Sharon A. Newell, jointly and severally, in the amount of \$5,707.35, plus interest at the rate of 19.95% per annum from November 2, 2007, and costs.

Respectfully submitted,

BERNSTEIN LAW FIRM, P.C.

By: 

Christopher M. Boback, Esquire

Attorney for Plaintiff

PA I.D. #91730

Suite 2200 Gulf Tower

Pittsburgh, PA 15219

(412) 456-8100

RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE

Dealer Number

Contract Number

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)	Creditor - Seller Name and Address
THOMAS C. NEWELL SHARON A. NEWELL 197 OLD BLISS RUN ROAD PENFIELD CLIFFFIELD PA 15849	MONTROSE CHEVROLET CADILLAC 1127 WEST MAIN ST KENT OH 44240

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreement on the front and back of this contract. You agree to pay the Creditor - Seller (hereinafter "we" or "us") in this contract the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosure below is part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Mileage	Primary Use For Which Purchased
USED	2005	CHEVROLET CLASSIC	1G1ND52F65M176633	0-1512	personal, family or household

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
This cost of your credit is a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of \$0.00.
19.99 %	\$ 2917.99	\$ 1245.40	\$ 2157.39	\$ 2157.39

## Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
60	356.04	Monthly beginning 12/20/2005

Or As Follows:

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 20 or 5 % of the part of the payment that is late, whichever is greater.

Prepayment: If you pay off your debt early, you will not have to pay a penalty.

Interest: You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required agreement in full before the scheduled date and security interest.

## ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (including \$ 735.40 sales tax)	\$ 1245.40
2. Total Downpayment	
Trade-In (Year) (Make) (Amount)	
0 cash Down-in Advance	\$ N/A
Less Pay Off Made by Seller	\$ N/A
Equity Not Trade-In	\$ N/A
+ Cash	\$ N/A
+ Other	\$ N/A
If total downpayment is negative, enter "0" and see G below.	\$ N/A
3. Unpaid Balance of Cash Price (if necessary)	\$ 1245.40
4. Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):	
A. Cost of Optional Credit Insurance Paid to Insurance Company or Creditors	
Life	\$ N/A
Disability	\$ N/A
B. Other Insurance Paid to the Insurance Company	\$ N/A
C. Official First Paid to Government Agency	\$ N/A
D. Taxes Not Included in Cash Price	\$ N/A
E. Government License and/or Registration Fee	\$ 100.00
LICENSE FEE	\$ 100.00
F. Government Certificate of Title Fee	\$ N/A
G. Other Charges (Seller must identify who is paid and describe purpose)	
for Pre-Credit or Lease Finance	\$ N/A
for	\$ N/A
for	\$ N/A
for	\$ N/A
for	\$ N/A
MONTROSE - DOC FEE	\$ 100.00
for	\$ N/A
for	\$ N/A
Total Cash Charges and Amounts Paid to Others on Your Behalf	\$ 200.00
5. Amount Financed (3 + 4)	\$ 1245.40

Insurance: You may pay the physical damage insurance since the contract requires that you do not insure the vehicle with any other insurance to obtain credit. Your decision to pay or not pay other insurance will not be a factor in the credit approval process.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

## Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability (Buyer Only)

Provider:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name

Home Office Address

Credit life insurance and credit disability insurance will not be required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay off your debt on the contract if you make late payments. Credit disability insurance does not recover any interest on your payments or the number of payments. Coverage for credit life insurance and credit disability insurance ends on the day of due date for the last payment unless a different term for the insurance is shown below.

Other Insurance

☐ Type of Insurance Term

Premium \$ N/A

Insurance Company Name

Home Office Address

I want the insurance checked above.

X Buyer Signature Date

X Co-Buyer Signature Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

Returned Check Charge: You agree to pay a charge not to exceed \$20 if any check you give us is unpaid for any reason.

OPTION: (1) You pay no finance charge if the amount financed, Item 5, is paid in full on or before N/A. Year. SELLER'S INITIALS

## NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED: This contract contains the entire agreement between you and us relating to this contract. Any change in this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs THOMAS C. NEWELL Co-Buyer Signs SHARON A. NEWELL If any part of this contract is not valid, all other parts stay valid. We may keep or retain some or all of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others. See back for other important agreements.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs THOMAS C. NEWELL Date 11/15/2005 Co-Buyer Signs SHARON A. NEWELL Date 11/15/2005

Co-Buyer and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X Address

Seller Signs MONTROSE CHEVROLET CADILLAC Date 11/15/2005 Title S

Seller agrees to transfer in this contract TIMOTHY MOTOR CREDIT (Assigned) under the terms of Seller's agreement(s) with Assignee.

Assigned without or with limited recourse

Assigned with recourse

MONTROSE CHEVROLET CADILLAC Sign By Title

EXHIBIT

**OTHER IMPORTANT AGREEMENTS****1. FINANCE CHARGE AND PAYMENTS**

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

**2. YOUR OTHER PROMISES TO US**

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or its contents without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle you agree to repay the amount when we ask for it.
- c. Security Interest and Assignment of Proceeds. You give us a security interest in the vehicle described in this contract. This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. Until your obligations under this contract are satisfied, you assign to us all of your right title and interest in and to:
  - All parts or goods put on the vehicle,
  - All money or goods received (proceeds) for the vehicle (including all parts or goods put on the vehicle),
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
- d. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have this insurance, we may exercise our rights under this contract and take the vehicle from you.
- e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

**3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**

- a. You may owe late charges. YOU WILL PAY A LATE CHARGE ON EACH LATE PAYMENT, IN THE AMOUNT AND UNDER THE CIRCUMSTANCES DESCRIBED IN THE FEDERAL TRUTH-IN-LENDING DISCLOSURES ON THE FRONT OF THIS CONTRACT. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

If you pay late, we may also take the steps described below.

- b. You may have to pay all you owe at once, if you break your promises (default). We may demand that you pay all you owe on this contract at once. Default means:
  - You do not pay any payment on time,
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.
 If your default consists solely of a failure to pay a payment on time, we may demand that you pay all that you owe on this contract only if your failure to pay has continued for at least thirty (30) days. The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- d. How you can get the vehicle back if we take it. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. We will tell you how much to pay to redeem the vehicle and/or reinstate the contract, as applicable. In a notice we will send to you, your right to redeem ends when we call the vehicle, and your right to reinstate the contract, if applicable, ends on the date we will provide to you. Once we will send to you.
- e. We will sell the vehicle if you do not get it back. If you do not redeem the vehicle or reinstate the contract, we will sell the vehicle. The sale date will be provided to you on a notice we will send to you. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- f. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

**4. WARRANTIES SELLER DISCLAIMS**

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

**6. Applicable Law**

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

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

The preceding NOTICE applies only if the "Personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller or against the manufacturer of the vehicle or equipment obtained under this contract.

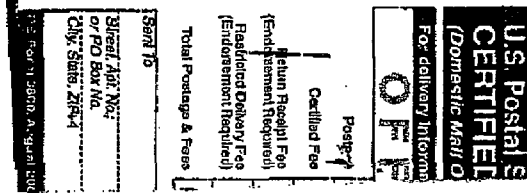
EXHIBIT "2"



7007 0710 0005 1427 4111



TIDEWATER MOTOR CREDIT



P.O. Box 13306  
 Chesapeake, VA. 23325  
 Tel: (757) 579-6448  
 Tel: (888) 413-1082  
 Fax: (757) 579-6433

## NOTICE OF SALE AND RIGHT TO REINSTATE

2-Aug-07

Thomas C & Sharon A Newell  
 197 Old Bliss Run Rd  
 Penfield, PA 15849

**PLEASE TAKE NOTICE** that, because your contract with us is in default, we have taken possession of the personal property covered by our Security Agreement dated **11/19/2005** and we intend to sell this property

**PROPERTY REPOSSESSION DATE:** 8/2/2007

**PROPERTY TO BE SOLD:** 2005 CHEVROLET CLASSIC VIN# 1G1ND52F65M178853

**YOU ARE ENTITLED** to regain possession of this property if you pay your unpaid balance now due of **\$11,699.36**

on or before the date listed below. Your unpaid balance is calculated as follows:

Gross Balance	\$11,184.10
Plus Earned Finance Charges	\$122.26
Net Unpaid Balance	\$11,306.36
Plus Unpaid Default Charges	\$43.00
Plus Repossession Fee	\$350.00
Mechanic's Lien	\$0.00
Unpaid Balance Due	\$11,699.36

**UNLESS** your unpaid balance is paid in full on or before the date listed below, the property will be sold at a private sale to be held after the following date: **17-Aug-07** pursuant to the terms of the security instrument/installment contract you signed.

**THE TERMS** of the sale are cash, and Tidewater Motor Credit reserves the right to reject or accept any bid. The expenses of the sale will be deducted from the proceeds and any resulting amount will be credited to your account. If an overage results, it will be paid to you, however, if a balance remains, you will be held liable.

**WE ARE GIVING YOU THE OPTION TO REINSTATE** your contract. We will reinstate your loan contract and you may regain possession of the personal property if you pay the total amount due (shown below), on or before the date listed above. You must also provide proof of full coverage insurance at the time of redemption.

Number of past due installments	2
Amount of past due installments	\$712.08
Plus unpaid default charges	\$43.00
Plus towing expenses	\$350.00
Mechanic's Lien	\$0.00
<b>UNPAID BALANCE DUE</b> (plus storage)	<b>\$1,105.08</b>

**THE COST** of storage is at the rate of **\$15.00** per day beginning on the repossession date, accrued daily.

You may also inquire about any personal property left in the car at the time of repossession by calling the phone number listed below. If you do not pick up your personal property within thirty days from the date of this notice, it will be disposed of by the repossession company. If you have any further questions, please contact us toll-free at 1-888-413-1082

**VEHICLE LOCATION:** AMERICAN RECOVERY SPECIALISTS OF  
 WESTERN PA  
 RD 3 BOX 323A  
 LATROBE, PA 15650  
 724-423-8833

via: regular/certified mail  
 cc: customer file

*Jeff Esquerre*  
 Jeff Esquerre, Recovery Manager

EXHIBIT "3"



**U.S. Postal Service  
CERTIFIED MAIL®  
(Domestic Mail Only)**

For delivery information, visit **usps.com**

**POSTAGE & FEE**

Certified Fee  
Return Receipt Fee  
(Endorsement Required)  
Registered Delivery Fee  
(Endorsement Required)

Total Postage & Fees

Send To

Street/Alt. No.  
or PO Box No.  
City, State, ZIP+4

135 Feb 11, 2009, A 9:41 AM EST

## NOTICE OF SALE AND RIGHT TO REINSTATE

**Thomas C & Sharon A Newell**  
197 Old Bliss Run Rd  
Penfield, PA 15849

EXHIBIT "3"



TIDEWATER MOTOR CREDIT

P.O. Box 13306  
Chesapeake, VA. 23325  
Tel: (757) 579-6448  
Tel: (888) 413-1082  
Fax: (757) 579-6433

**DEFICIENCY BALANCE NOTICE**

19-Sep-07

**Thomas C & Sharon A Newell  
197 Old Bliss Run Rd  
Penfield, PA 15849**

**IN REF: ACCOUNT #: 362-138762**

The merchandise that was repossessed on 8/2/07, under the terms of your contract has now been sold at Adesa Pittsburgh Auto Auction. Below is a current statement of your account.

1. NET BALANCE AT THE TIME OF REPOSSESSION	=	\$11,306.36
2. UNPAID DEFAULT CHARGES	+	\$43.00
3. REPOSSESSION EXPENSES	+	\$350.00
4. MECHANIC'S LIEN	+	N/A
5. RECONDITION EXPENSES	+	\$331.75
6. FORCED PLACED INSURANCE EP	+	N/A
7. SALES FEE	+	\$85.00
8. ACCRUED INTEREST FROM REPO DATE	+	\$193.13
9. TOTAL	=	\$12,309.24
10. AMOUNT DERIVED FROM SALE	-	\$6,700.00
11. PRORATED FORCE PLACE INSURANCE REFUND	-	N/A
12. CANCELLED WARRANTY REFUND	-	N/A
13. DEFICIENCY BALANCE	=	\$5,609.24

The proceeds resulting from this sale have been applied to your account, however the amount received did not satisfy the balance due. You must pay the **DEFICIENCY BALANCE** (shown above), under the terms of your contract. If you are unable to pay the remaining balance in full immediately, we will allow you ten (10) days from the date of this letter to contact us and make some satisfactory arrangements to retire this indebtedness. IT IS URGENT THAT YOU CALL OUR OFFICE IMMEDIATELY AT 1-888-413-1082.

Respectfully,  
TIDEWATER MOTOR CREDIT  
Recovery Department

EXHIBIT "4"

**AFFIDAVIT**

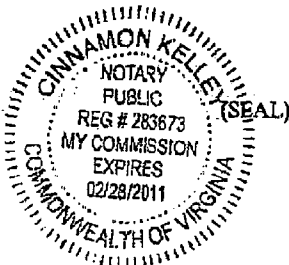
I hereby certify on this 1ST day of NOVEMBER, 2007 before me, a notary public in and for the Commonwealth of Virginia, personally appeared CIELO M. TORRES, PARALEGAL of TIDEWATER FINANCE COMPANY T/A TIDEWATER MOTOR CREDIT and TIDEWATER CREDIT SERVICES, the Plaintiff herein, who after being duly sworn, solemnly declared under penalty of perjury as follows:

1. That the affiant is a custodian of the books and records of Plaintiff; the affiant is duly authorized by the Plaintiff to make this affidavit; the affiant is competent to testify to the matters stated herein; the affiant has personal knowledge of the facts stated herein and that they are true and correct.
2. That the Plaintiff keeps regular books of account and that the keeping of said books of account is in the charge of or under the supervision of the affiant. The entries in said books of account are made in the ordinary course of business. Said entries show that THOMAS C. NEWELL AND SHARON A. NEWELL defendant (s) herein, is (are) indebted to the Plaintiff in the manner and amount herein set forth.
3. That there is justly due and owing by Defendant(s) to the Plaintiff the sum of money set as in the foregoing complaint and/or in the document/written obligation/itemized statement of account attached hereto amounting to \$5609.24 in principal and \$98.11 in accrued interest through today's date of November 1, 2007, plus future interest on said principal at the rate of 19.95% per annum until paid in full.
4. That the affiant as stated above being duly sworn and having authority to verify the attached complaint on behalf of the Plaintiff, states that the foregoing is a just and true statement of the amount owing by Defendant(s) to the Plaintiff exclusive of all set-offs.
5. That said indebtedness represents the unpaid balance for merchandise sold to Defendant(s).
6. That the Plaintiff has not, directly or indirectly, received any part of the money charged herein as due, or received any security or satisfaction for which credit has not already been given.
7. That the Defendant(s) is (are) not of Military Service as defined in the Soldiers' and Sailors' Civil Relief Act of 1940 with amendments, nor has (have) been in such service within 30 days hereof.

CIELO M. TORRES  
CIELO M. TORRES

STATE OF VIRGINIA,  
CITY OF VIRGINIA BEACH, to wit:

Given under my hand and seal on the date above written.



Cinnamon Kelley  
NOTARY PUBLIC  
My Commission Expires: 2/28/11

EXHIBIT 5

December 20, 2007  
Page 5

VERIFICATION

The undersigned does hereby verify under penalty of perjury, that he/she is  
PAUL J. L., of TICKETMASTER FINANCIAL CO., Plaintiff herein, that  
he/she is duly authorized to make this Verification and that the facts set forth in the foregoing  
COMPLAINT are true and correct to the best of his/her knowledge, information and belief.

Allen F. Jones

(Sign in Blue Ink)

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

TIDEWATER FINANCE COMPANY  
trading as TIDEWATER MOTOR CREDIT  
and TIDEWATER CREDIT SERVICES,

Plaintiff,

No.

08-158-CD

vs.

COMPLAINT IN CIVIL ACTION

THOMAS NEWELL also known as  
THOMAS C. NEWELL and  
SHARON NEWELL also known as  
SHARON A. NEWELL,

Defendants.

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

NICHOLAS D. KRAWEC, ESQUIRE  
PA ID #38527  
CHRISTOPHER M. BOBACK, ESQUIRE  
PA ID #91730

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

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

JAN 30 2008

BERNSTEIN FILE NO. R0067511

Attest.



*William L. Brown*  
Prothonotary/  
Clerk of Courts

**NOTICE**

**THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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

TIDEWATER FINANCE COMPANY  
trading as TIDEWATER MOTOR CREDIT  
and TIDEWATER CREDIT SERVICES,

Plaintiff,

vs.

Civil Action No.

THOMAS NEWELL also known as  
THOMAS C. NEWELL and  
SHARON NEWELL also known as  
SHARON A. NEWELL,

Defendants.

**NOTICE AND COMPLAINT**

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served upon you, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a Judgment may be entered against you by the Court, without further notice, for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service  
PA Bar Association  
PO Box 186  
Harrisburg, PA 17108  
1-800-692-7375

## **COMPLAINT**

1. Plaintiff, Tidewater Finance Company t/a Tidewater Motor Credit and Tidewater Credit Services (hereinafter "Plaintiff"), is a corporation and maintains offices at 6520 Indian Road, Virginia Beach, Virginia 23464.

2. Defendant, Thomas Newell a/k/a Thomas C. Newell, is an adult individual with a last known address of 197 Old Bliss Run Road, Penfield, Clearfield County, Pennsylvania 15849.

3. Defendant, Sharon Newell a/k/a Sharon A. Newell, is an adult individual with a last known address of 131 East Long Avenue, Dubois, Clearfield County, Pennsylvania 15801.

4. On or about November 19, 2005, Defendants jointly executed a Retail Installment Sale Contract (hereinafter "Contract"), in favor of Montrose Chevrolet Cadillac, who by the same document assigned the contract to Plaintiff, said contract being secured by a used 2005 Chevrolet Classic, VIN# 1G1ND52F65M178853, more particularly described in the Contract. A true and correct copy of the parties' Contract, is attached hereto, marked as Exhibit "1" and made a part hereof.

5. By the terms of said Contract, Defendants undertook to pay to Plaintiff the sum of \$13,445.40 by making sixty (60) consecutive monthly payments of \$356.04.

6. Plaintiff avers that Defendants defaulted under the Contract by having not made payments to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

7. Plaintiff was entitled to immediate possession of the said vehicle which Plaintiff held a security interest in and any proceeds of the vehicle, including insurance proceeds by virtue of the Defendants' default. A true and correct copy of the Certificate of Title, which evidenced Plaintiff's lien is attached hereto, marked as Exhibit "2" and made a part hereof.



8. On August 2, 2007, in accordance with the Defendants' default and under the terms of the Contract, the Plaintiff took possession of the 2005 Chevrolet Classic vehicle. A true and correct copy of the Notice of Sale and Right to Reinstate is attached hereto, marked as Exhibit "3" and made a part hereof.

9. On September 19, 2007, Plaintiff provided Defendant with a Deficiency Balance Notice in the amount of \$5,609.24, which is the amount owed after the sale of the vehicle. A true and correct copy of said Deficiency Balance Notice is attached hereto, marked as Exhibit "4" and made a part hereof.

10. Plaintiff avers accrued interest amounts to \$98.11 to November 1, 2007, plus future interest on said principal at the rate of 19.95% per annum until paid in full, as stated on the executed Affidavit. A true and correct copy of said Affidavit is attached hereto, marked Exhibit "5" and made a part hereof.

11. Despite Plaintiff's repeated requests for payment, Defendants have failed to and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff, requests judgment in its favor and against the Defendants, Thomas Newell a/k/a Thomas C. Newell and Sharon Newell a/k/a Sharon A. Newell, jointly and severally, in the amount of \$5,707.35, plus interest at the rate of 19.95% per annum from November 2, 2007, and costs.

Respectfully submitted,

BERNSTEIN LAW FIRM, P.C.

By: 

Christopher M. Boback, Esquire

Attorney for Plaintiff

PA I.D. #91730

Suite 2200 Gulf Tower

Pittsburgh, PA 15219

(412) 456-8100

**RETAIL INSTALLMENT SALE CONTRACT**  
**SIMPLE FINANCE CHARGE**

Drafted  
18612

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_

Buyer (and Co-Buyer) Name and Address (including County and Zip Code) <b>THOMAS C. NEMELL</b> <b>SHARON A. NEMELL</b> <b>197 OLD BLISS RUN ROAD</b> <b>PENFIELD CLEVERFIELD PA 15849</b>	Creditor - Seller Name and Address <b>MONTROSE CHEVROLET CADILLAC</b> <b>1127 WEST MAIN ST</b> <b>KENT OH 44240</b>
--	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit, under the agreement on the front and back of this contract. You agree to pay the Creditor - Seller (hereinafter "we" or "us") in this contract the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

Year/Used/Demo	Year	Make and Model	Vehicle Identification Number	Mileage	Primary Use For Which Purchased
USED	2005	CHEVROLET CLASSIC	1G1ND52F65M178653	18612	<input type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

3421387602  
12/15/05

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
19.97 %	\$ 3917.00	\$ 12445.40	\$ 21362.40	\$ 21362.40

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
60	\$356.04	Monthly beginning 12/20/2005

On An Paying:

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 20 or 5 % of the part of the payment that is late, whichever is greater.

Prepayment: If you pay off all your debt early, you will not have to pay a penalty.

Additional Information: See this contract for more information including information about nonpayment, default, any required payment in full before the scheduled rate and security interest.

**ITEMIZATION OF AMOUNT FINANCED**

1. Cash Price (including \$ 735.49 rebate) \$ 13245.40

2. Total Downpayment =

Trade-In (Year) (Make) (Model)	Amount
Gross Trade-In Allowance	\$ N/A
Less Pay Off Made by Seller	\$ N/A
Equity Net Trade-In	\$ N/A
+ Cash	\$ N/A
+ Other	\$ N/A

If total downpayment is negative, enter "0" and see G below.

3. Unpaid balance of Cash Price (if necessary) \$ 13245.40

4. Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):

A. Cost of Optional Credit Insurance Paid by Insurance Company or Creditors

Life	Amount
Life	\$ N/A
Disability	\$ N/A

B. Other Insurance Paid to the Insurance Company

Amount
\$ N/A

C. Official Fees Paid to Government Agencies

Amount
\$ N/A

D. Taxes, Not Included in Cash Price

Amount
\$ N/A

E. Government License and/or Registration Fee

Amount
\$ 100.00

F. Government Certificate of Title Fee

Amount
\$ N/A

G. Other Charges (Seller must identify who is paid and describe purpose)

For Price Credit or Lease Balance	Amount
1. N/A	\$ N/A
2. N/A	\$ N/A
3. N/A	\$ N/A
4. N/A	\$ N/A
5. MONTROSE DOC FEE	\$ 100.00
6. N/A	\$ N/A
7. N/A	\$ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 200.00

5. Amount Financed (2 + 4) \$ 13445.40

OPTION: ☐ You pay no finance charge if the amount financed, item 5, is paid in full on or before 12/15/05. Year \_\_\_\_\_ SELLER'S INITIALS \_\_\_\_\_

**NO COOLING OFF PERIOD**

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change in this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs THOMAS C. NEMELL Co-Buyer Signs SHARON A. NEMELL

If any part of this contract is not valid, all other parts are still valid. We may delay or refuse to enter into any part of this contract without losing them. For example, we may refuse to enter into this contract if you do not have a valid driver's license or if you do not have a valid identification card.

See back for other important information.

**NOTICE TO RETAIL BUYER:** Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs THOMAS C. NEMELL Date 12/15/05 Co-Buyer Signs SHARON A. NEMELL Date 12/15/05

Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X Address \_\_\_\_\_

Seller signs Montrose Chevrolet Date 12/15/05 Title S

Seller assigns its interest in this contract to THIRTYMOTOR CREDIT (Assigned) under the terms of Seller's agreement(s) with Assignee.

Assigned without or with limited recourse \_\_\_\_\_ Assigned with recourse \_\_\_\_\_

Seller: MONTROSE CHEVROLET CADILLAC By \_\_\_\_\_ Title \_\_\_\_\_

EXHIBIT 1

## OTHER IMPORTANT AGREEMENTS

## 1. FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

## 2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. Security Interest and Assignment of Proceeds. You give us a security interest in the vehicle described in this contract. This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. Until your obligations under this contract are satisfied, you assign to us all of your right title and interest in and to:
  - All parts or goods put on the vehicle,
  - All money or goods received (proceeds) for the vehicle (including all parts or goods put on the vehicle),
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
- d. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have this insurance, we may exercise our rights under this contract and take the vehicle from you.
- e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

## 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. YOU WILL PAY A LATE CHARGE ON EACH LATE PAYMENT, IN THE AMOUNT AND UNDER THE CIRCUMSTANCES DESCRIBED IN THE FEDERAL TRUTH-IN-LENDING DISCLOSURES ON THE FRONT OF THIS CONTRACT. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

If you pay late, we may also take the steps described below.

- b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
  - You do not pay any payment on time;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.
 If your default consists solely of a failure to pay a payment on time, we may demand that you pay all that you owe on this contract only if your failure to pay has continued for at least thirty (30) days. The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- d. How you can get the vehicle back if we take it. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. We will tell you how much to pay to redeem the vehicle and/or reinstate the contract, as applicable. In a notice we will send to you. Your right to redeem ends when we sell the vehicle, and your right to reinstate the contract, if applicable, ends on the date we will provide to you. After we will send to you.
  - e. We will sell the vehicle if you do not get it back. If you do not redeem the vehicle or reinstate the contract, we will sell the vehicle. The sale date will be provided to you on a notice we will send to you. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- f. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

## 4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

## 6. Applicable Law

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

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

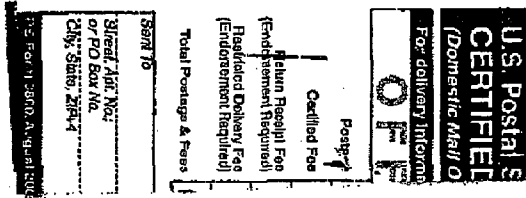
The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller or against the manufacturer of the vehicle or equipment obtained under this contract.

EXHIBIT "2"

7007 0710 0005 1427 4111



TIDEWATER MOTOR CREDIT



P.O. Box 13306  
Chesapeake, VA. 23325  
Tel: (757) 579-6448  
Tel: (888) 413-1082  
Fax: (757) 579-6433

## NOTICE OF SALE AND RIGHT TO REINSTATE

2-Aug-07

Thomas C & Sharon A Newell  
197 Old Bliss Run Rd  
Penfield, PA 15649

**PLEASE TAKE NOTICE** that, because your contract with us is in default, we have taken possession of the personal property covered by our Security Agreement dated **11/19/2005** and we intend to sell this property

**PROPERTY REPOSSESSION DATE:** 8/2/2007

**PROPERTY TO BE SOLD:** 2005 CHEVROLET CLASSIC VIN# 1G1ND52F65M178853

**YOU ARE ENTITLED** to regain possession of this property if you pay your unpaid balance now due of **\$11,699.36** on or before the date listed below. Your unpaid balance is calculated as follows:

Gross Balance	\$11,184.10
Plus Earned Finance Charges	\$122.26
Net Unpaid Balance	\$11,306.36
Plus Unpaid Default Charges	\$43.00
Plus Repossession Fee	\$350.00
Mechanic's Lien	\$0.00
Unpaid Balance Due	\$11,699.36

**UNLESS** your unpaid balance is paid in full on or before the date listed below, the property will be sold at a private sale to be held after the following date: **17-Aug-07** pursuant to the terms of the security instrument/installment contract you signed.

**THE TERMS** of the sale are cash, and Tidewater Motor Credit reserves the right to reject or accept any bid. The expenses of the sale will be deducted from the proceeds and any resulting amount will be credited to your account. If an overage results, it will be paid to you, however, if a balance remains, you will be held liable.

**WE ARE GIVING YOU THE OPTION TO REINSTATE** your contract. We will reinstate your loan contract and you may regain possession of the personal property if you pay the total amount due (shown below), on or before the date listed above. You must also provide proof of full coverage insurance at the time of redemption.

Number of past due installments	2
Amount of past due installments	\$712.08
Plus unpaid default charges	\$43.00
Plus towing expenses	\$350.00
Mechanic's Lien	\$0.00
<b>UNPAID BALANCE DUE</b> (plus storage)	<b>\$1,105.08</b>

**THE COST** of storage is at the rate of **\$15.00** per day beginning on the repossession date, accrued daily.

You may also inquire about any personal property left in the car at the time of repossession by calling the phone number listed below. If you do not pick up your personal property within thirty days from the date of this notice, it will be disposed of by the repossession company. If you have any further questions, please contact us toll-free at 1-888-413-1082

**VEHICLE LOCATION:** AMERICAN RECOVERY SPECIALISTS OF  
WESTERN PA  
RD 3 BOX 323A  
LATROBE, PA 15650  
724-423-8833

via: regular/certified mail  
cc: customer file

*Jeff Esquerre*  
Jeff Esquerre, Recovery Manager

EXHIBIT "3"



TIDEWATER MOTOR CREDIT

P.O. Box 13306  
Chesapeake, VA. 23325  
Tel: (757) 579-6448  
Tel: (888) 413-1082  
Fax: (757) 579-6433

**DEFICIENCY BALANCE NOTICE**

19-Sep-07

**Thomas C & Sharon A Newell  
197 Old Bliss Run Rd  
Penfield, PA 15849**

**IN REF: ACCOUNT #: 362-138762**

The merchandise that was repossessed on 8/2/07, under the terms of your contract has now been sold at Adesa Pittsburgh Auto Auction. Below is a current statement of your account.

1. NET BALANCE AT THE TIME OF REPOSSESSION	=	\$11,306.36
2. UNPAID DEFAULT CHARGES	+	\$43.00
3. REPOSSESSION EXPENSES	+	\$350.00
4. MECHANIC'S LIEN	+	N/A
5. RECONDITION EXPENSES	+	\$331.75
6. FORCED PLACED INSURANCE EP	+	N/A
7. SALES FEE	+	\$85.00
8. ACCRUED INTEREST FROM REPO DATE	+	\$193.13
9. TOTAL	=	\$12,309.24
10. AMOUNT DERIVED FROM SALE	-	\$6,700.00
11. PRORATED FORCE PLACE INSURANCE REFUND	-	N/A
12. CANCELLED WARRANTY REFUND	-	N/A
13. DEFICIENCY BALANCE	=	\$5,609.24

The proceeds resulting from this sale have been applied to your account, however the amount received did not satisfy the balance due. You must pay the **DEFICIENCY BALANCE** (shown above), under the terms of your contract. If you are unable to pay the remaining balance in full immediately, we will allow you ten (10) days from the date of this letter to contact us and make some satisfactory arrangements to retire this indebtedness. IT IS URGENT THAT YOU CALL OUR OFFICE IMMEDIATELY AT 1-888-413-1082.

Respectfully,  
**TIDEWATER MOTOR CREDIT**  
*Recovery Department*

EXHIBIT "4"

**AFFIDAVIT**

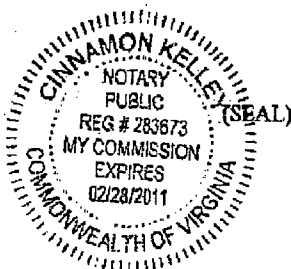
I hereby certify on this 1ST day of NOVEMBER, 2007 before me, a notary public in and for the Commonwealth of Virginia, personally appeared CIELO M. TORRES, PARALEGAL of TIDEWATER FINANCE COMPANY T/A TIDEWATER MOTOR CREDIT and TIDEWATER CREDIT SERVICES, the Plaintiff herein, who after being duly sworn, solemnly declared under penalty of perjury as follows:

1. That the affiant is a custodian of the books and records of Plaintiff; the affiant is duly authorized by the Plaintiff to make this affidavit; the affiant is competent to testify to the matters stated herein; the affiant has personal knowledge of the facts stated herein and that they are true and correct.
2. That the Plaintiff keeps regular books of account and that the keeping of said books of account is in the charge of or under the supervision of the affiant. The entries in said books of account are made in the ordinary course of business. Said entries show that THOMAS C. NEWELL AND SHARON A. NEWELL defendant (s) herein, is (are) indebted to the Plaintiff in the manner and amount herein set forth.
3. That there is justly due and owing by Defendant(s) to the Plaintiff the sum of money set as in the foregoing complaint and/or in the document/written obligation/itemized statement of account attached hereto amounting to \$5609.24 in principal and \$98.11 in accrued interest through today's date of November 1, 2007, plus future interest on said principal at the rate of 19.95% per annum until paid in full.
4. That the affiant as stated above being duly sworn and having authority to verify the attached complaint on behalf of the Plaintiff, states that the foregoing is a just and true statement of the amount owing by Defendant(s) to the Plaintiff exclusive of all set-offs.
5. That said indebtedness represents the unpaid balance for merchandise sold to Defendant(s)
6. That the Plaintiff has not, directly or indirectly, received any part of the money charged herein as due, or received any security or satisfaction for which credit has not already been given.
7. That the Defendant(s) is (are) not of Military Service as defined in the Soldiers' and Sailors' Civil Relief Act of 1940 with amendments, nor has (have) been in such service within 30 days hereof.

CIELO M. TORRES  
CIELO M. TORRES

STATE OF VIRGINIA,  
CITY OF VIRGINIA BEACH, to wit:

Given under my hand and seal on the date above written.



Cinnamon Kelley  
NOTARY PUBLIC

My Commission Expires: 2/28/11

EXHIBIT 5

December 20, 2007  
Page 5

VERIFICATION

The undersigned does hereby verify under penalty of perjury, that he/she is  
RAKEL GIL, of TICKETMASTER FINANCIAL CO., Plaintiff herein, that  
he/she is duly authorized to make this Verification and that the facts set forth in the foregoing  
COMPLAINT are true and correct to the best of his/her knowledge, information and belief.

Aileen Fomes

(Sign in Blue Ink)



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104006  
NO: 08-158-CD  
SERVICE # 1 OF 2  
COMPLAINT

PLAINTIFF: TIDEWATER FINANCE COMPANY v/a TIDEWATER MOTOR CREDIT and TIDEWATER CREDIT SERVICES

vs.

DEFENDANT: THOMAS NEWELL aka THOMAS C. NEWELL and SHARON NEWELL a/k/a SHARON A. NEWELL

SHERIFF RETURN

NOW, April 11, 2008 AT 1:11 PM SERVED THE WITHIN COMPLAINT ON THOMAS NEWELL aka THOMAS C. NEWELL DEFENDANT AT 122 E. SCRIBNER AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO VICKI SHAW, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / COUDRIET

FILED

MAY 21 2008

William A. Shaw  
Prothonotary/Clerk of Courts

2<sup>nd</sup>  
Service

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

DOCKET # 104006  
NO: 08-158-CD  
SERVICE # 2 OF 2  
COMPLAINT

PLAINTIFF: TIDEWATER FINANCE COMPANY t/a TIDEWATER MOTOR CREDIT and TIDEWATER CREDIT SERVICES

vs.

DEFENDANT: THOMAS NEWELL aka THOMAS C. NEWELL and SHARON NEWELL a/k/a SHARON A. NEWELL

**SHERIFF RETURN**

---

NOW, April 10, 2008, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON SHARON NEWELL aka SHARON A. NEWELL.

NOW, April 27, 2008 AT 9:54 AM SERVED THE WITHIN COMPLAINT ON SHARON NEWELL aka SHARON A. NEWELL, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104006  
NO: 08-158-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: TIDEWATER FINANCE COMPANY t/a TIDEWATER MOTOR CREDIT and TIDEWATER CREDIT  
SERVICES  
vs.  
DEFENDANT: THOMAS NEWELL aka THOMAS C. NEWELL and SHARON NEWELL a/k/a SHARON A. NEWELL

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BERNSTEIN	040663	20.00
SHERIFF HAWKINS	BERNSTEIN	040663	40.19
JEFFERSON CO.	BERNSTEIN	040665	108.88

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

No. 08-158 C.D.

Personally appeared before me, Dean Smith, Deputy for Carl J. Gotwald, Sr., Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on April 27, 2008 at 9:54 o'clock A.M. served the Re-Instated Notice and Complaint upon SHARON NEWELL, Defendant, at the address of 74 Taylor Avenue, Borough of Falls Creek, County of Jefferson, State of Pennsylvania, by handing to the defendant personally, a true copy of the Re-Instated Notice and Complaint and by making known to her the contents thereof.

Advance Costs Received:	\$125.00	
My Costs:	106.88	Paid
Prothy:	2.00	
Total Costs:	108.88	
REFUNDED:	\$ 16.12	

So Answers,

Sworn and subscribed

to before me this 29th

day of April 2008

By Kirsten J. Hoffmann

Deputy Clerk of Court  
My Commission Expires the  
1st Monday, January 2010

Dean Smith Deputy

Carl J. Gotwald Sr Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

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

TIDEWATER FINANCE COMPANY  
trading as TIDEWATER MOTOR CREDIT  
and TIDEWATER CREDIT SERVICES,

Plaintiff,

No. 08-158

vs.

PRAECIPE FOR DEFAULT JUDGMENT

THOMAS NEWELL also known as  
THOMAS C. NEWELL and  
SHARON NEWELL also known as  
SHARON A. NEWELL,

Defendants.

FILED ON BEHALF OF  
Plaintiff(s)

COUNSEL OF RECORD OF  
THIS PARTY:

NICHOLAS D. KRAWEC, ESQUIRE  
PA ID #38527  
CHRISTOPHER M. BOBACK, ESQUIRE  
PA ID #91730  
SHAWN P. MCCLURE, ESQUIRE  
PA ID #205951

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

**BERNSTEIN FILE NO. R0067511**

**FILED** <sup>GR</sup>  
m/j:09/20/08 JUN 30 2008  
Att'y pd. \$20.00  
Notice to Defs.  
Statement to  
William A. Shaw  
Prothonotary/Clerk of Courts  
Att'y

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

TIDEWATER FINANCE COMPANY  
trading as TIDEWATER MOTOR CREDIT  
and TIDEWATER CREDIT SERVICES,

Plaintiff,  
vs.

Civil Action No. 08-158

THOMAS NEWELL also known as  
THOMAS C. NEWELL and  
SHARON NEWELL also known as  
SHARON A. NEWELL,

Defendants.

**PRAECIPE FOR JUDGMENT**

To the Prothonotary:

Kindly enter Judgment against the defendant(s) above named and in favor of the Plaintiff, in the default of an Answer, in the amount of \$6,429.42, plus continuing interest at the rate of .5% per month on the declining balance computed as follows:

Amount claimed in Complaint	\$5,707.35
Interest from 11/2/07-06/24/08 on \$5,609.24	\$ 722.07
TOTAL	\$6,429.42

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

BERNSTEIN LAW FIRM, P.C.

By: Sharon Newell  
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

Plaintiff: c/o Bernstein Law Firm, P.C., Suite 2200 Gulf Tower, Pittsburgh, PA 15219  
Defendant: Thomas Newell: 122 E SCRIBNER AVE Du Bois PA 15801  
Sharon Newell: 74 Taylor Avenue, Falls Creek, PA 15849

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

TIDEWATER FINANCE COMPANY  
trading as TIDEWATER MOTOR CREDIT  
and TIDEWATER CREDIT SERVICES,

Plaintiff,  
vs.

Civil Action No. 08-158

THOMAS NEWELL also known as  
THOMAS C. NEWELL and  
SHARON NEWELL also known as  
SHARON A. NEWELL,

Defendants.

**IMPORTANT NOTICE**

TO: SHARON NEWELL a/k/a  
SHARON A. NEWELL  
74 Taylor Avenue  
Falls Creek, PA 15849

Date of Notice: June 10, 2008

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE:

Lawyer Referral Service  
PA Bar Association  
PO Box 186  
Harrisburg, PA 17108  
1-800-692-7375

Bernstein Law Firm, P.C.

By: /s/ Shawn P. McClure  
Shawn P. McClure, Esquire  
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

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

TIDEWATER FINANCE COMPANY  
trading as TIDEWATER MOTOR CREDIT  
and TIDEWATER CREDIT SERVICES,

Plaintiff,  
vs.

Civil Action No. 08-158

THOMAS NEWELL also known as  
THOMAS C. NEWELL and  
SHARON NEWELL also known as  
SHARON A. NEWELL,

Defendants.

**IMPORTANT NOTICE**

TO: THOMAS NEWELL a/k/a  
THOMAS C. NEWELL  
122 E. Scribner Avenue  
Dubois, PA 15801

Date of Notice: June 10, 2008

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE:

Lawyer Referral Service  
PA Bar Association  
PO Box 186  
Harrisburg, PA 17108  
1-800-692-7375

Bernstein Law Firm, P.C.

By: /s/ Shawn P. McClure  
Shawn P. McClure, Esquire  
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100



### **VERIFICATION**

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praeceptum attached are/are not active members of the Armed Forces of the United States or any other military or non-military service covered by the Servicemembers Civil Relief Act, as amended, December, 2003 ("SCRA"). The undersigned further states that if said party is engaged in military or non-military service, as defined within the SCRA, the undersigned is without receipt of or knowledge of an Application for Relief as required by the SCRA. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

  
\_\_\_\_\_



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
NEWELL	Thomas	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavelly-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

*Report ID:* **BVFSTTXSMOJ**



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
NEWELL	Sharon	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

*Mary M. Snavelly-Dixon*

---

Mary M. Snavelly-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: **BVCXUACEAKB**

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

TIDEWATER FINANCE COMPANY  
trading as TIDEWATER MOTOR CREDIT  
and TIDEWATER CREDIT SERVICES,  
Plaintiff,

vs.

Civil Action No. 08-158

THOMAS NEWELL also known as  
THOMAS C. NEWELL and  
SHARON NEWELL also known as  
SHARON A. NEWELL,  
Defendants.

COPY

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff  
☒ Defendant  
☐ Garnishee

You are hereby notified that the  
following Order or Judgment was  
entered against you on 6/30/08.

(xx) Assumpsit Judgment in the amount  
of \$6,429.42 plus costs.

☐ Trespass Judgment in the amount  
of \$\_\_\_\_\_ plus costs.

THOMAS NEWELL a/k/a  
THOMAS C. NEWELL  
122 E. Scribner Avenue  
Dubois, PA 15801

☐ If not satisfied within sixty (60)  
days, your motor vehicle operator's  
license and/or registration will  
be suspended by the Department of  
Transportation, Bureau of Traffic  
Safety, Harrisburg, PA.

(xx) Entry of Judgment of  
☐ Court Order  
☐ Non-Pros  
☐ Confession  
☒ Default  
☐ Verdict  
☐ Arbitration Award

Prothonotary

By: William L. Shantz  
PROTHONOTARY (OR DEPUTY)

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

TIDEWATER FINANCE COMPANY  
trading as TIDEWATER MOTOR CREDIT  
and TIDEWATER CREDIT SERVICES,  
Plaintiff,

vs.

THOMAS NEWELL also known as  
THOMAS C. NEWELL and  
SHARON NEWELL also known as  
SHARON A. NEWELL,  
Defendants.

Civil Action No. 08-158

COPY

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff  
☒ Defendant  
☐ Garnishee

You are hereby notified that the  
following Order or Judgment was  
entered against you on 6/30/08.

(xx) Assumpsit Judgment in the amount  
of \$6,429.42 plus costs.

☐ Trespass Judgment in the amount  
of \$\_\_\_\_\_ plus costs.

SHARON NEWELL a/k/a  
SHARON A. NEWELL  
74 Taylor Avenue  
Falls Creek, PA 15849

☐ If not satisfied within sixty (60)  
days, your motor vehicle operator's  
license and/or registration will  
be suspended by the Department of  
Transportation, Bureau of Traffic  
Safety, Harrisburg, PA.

(xx) Entry of Judgment of  
☐ Court Order  
☐ Non-Pros  
☐ Confession  
☒ Default  
☐ Verdict  
☐ Arbitration Award

Prothonotary

By: William L. Thompson  
PROTHONOTARY (OR DEPUTY)

COPY

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

Tidewater Finance Company  
Tidewater Motor Credit  
Tidewater Credit Services  
Plaintiff(s)

No.: 2008-00158-CD

Real Debt: \$6,429.42

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Thomas Newella/k/a Thomas C. Newell  
and Sharon Newell a/k/a Sharon A. Newell  
Defendant(s)

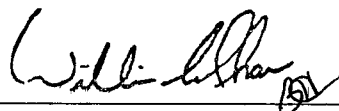
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 30, 2008

Expires: June 30, 2013

Certified from the record this 30th day of June, 2008.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney



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

TIDEWATER FINANCE COMPANY  
trading as TIDEWATER MOTOR CREDIT  
and TIDEWATER CREDIT SERVICES,

Plaintiff,  
vs.

THOMAS NEWELL also known as  
THOMAS C. NEWELL and  
SHARON NEWELL also known as  
SHARON A. NEWELL,

Defendants.

No. 08-158

PRAECIPE FOR SATISFACTION

William A. Shaw  
Prothonotary/Clerk of Courts

FILED  
SEP 30 2009  
m/10:24 am  
NOCCL  
1 Cert of Sat  
issued to  
Ash McClure  
LST

FILED ON BEHALF OF  
Plaintiff(s)

COUNSEL OF RECORD OF  
THIS PARTY:

NICHOLAS D. KRAWEC, ESQUIRE  
PA ID #38527

SHAWN P. MCCLURE, ESQUIRE  
PA ID #205951

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8114

**BERNSTEIN FILE NO. R0067511**

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

TIDEWATER FINANCE COMPANY  
trading as TIDEWATER MOTOR CREDIT  
and TIDEWATER CREDIT SERVICES,

Plaintiff,

vs.

Civil Action No. 08-158

THOMAS NEWELL also known as  
THOMAS C. NEWELL and  
SHARON NEWELL also known as  
SHARON A. NEWELL,

Defendants.

**PRAECIPE FOR SATISFACTION OF JUDGMENT**

At the request of the undersigned attorneys for the Plaintiff, you are directed to satisfy the  
above-captioned Judgment.

BERNSTEIN LAW FIRM, P.C.

By: 

Attorneys for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

**BERNSTEIN FILE NO: R0067511**

Sworn to and subscribed  
before me this 22<sup>nd</sup>  
day of September, 2009

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Linda Boyle, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Oct. 29, 2011  
Member, Pennsylvania Association of Notaries

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

TIDEWATER FINANCE COMPANY  
trading as TIDEWATER MOTOR CREDIT  
and TIDEWATER CREDIT SERVICES,

Plaintiff,  
vs.

Civil Action No. 08-158

THOMAS NEWELL also known as  
THOMAS C. NEWELL and  
SHARON NEWELL also known as  
SHARON A. NEWELL,

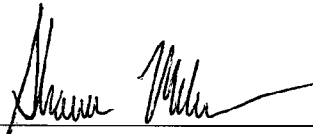
Defendants.

**CERTIFICATE OF SERVICE**

I, Shawn P. McClure, Esquire, hereby certify that a true and correct copy of the foregoing  
Praecipe for Satisfaction was served on the Defendants' attorney by regular U. S. Mail, postage  
prepaid, this 21<sup>st</sup> day of Sept., 2009, addressed as follows:

THOMAS NEWELL  
THOMAS C. NEWELL  
c/o Patrick Lavelle, Esquire  
25 E. Park Avenue  
Dubois, PA 15801

SHARON NEWELL  
SHARON A. NEWELL  
c/o David Grady, Esquire  
PO Box 220  
Reynoldsville, PA 15851



---

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

**CIVIL DIVISION**

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

No.: 2008-00158-CD

Tidewater Finance Company  
Tidewater Motor Credit  
Tidewater Credit Services

Vs.

Debt: \$6429.42

Atty's Comm.:

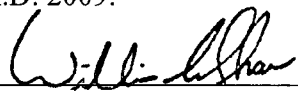

Thomas Newell  
Sharon Newell

Interest From:

Cost: \$7.00

NOW, Wednesday, September 30, 2009 , directions for satisfaction having been received,  
and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 30th day of September, A.D. 2009:

   
Prothonotary