

08-252-CD
Ford Motor Credit vs S. Jenkins

62
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1/14/08
to court reporter
Commonwealth/Clearfield County

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY)
Plaintiff) NO. 2008-252-00
v.)
SCOTT A JENKINS)
Defendant(s))

**COMPLAINT IN CIVIL
ACTION**

Filed on behalf of:
FORD MOTOR CREDIT
COMPANY

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY)
Plaintiff) NO.
v.)
SCOTT A JENKINS)
Defendant(s))

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) DAYS after this Complaint and notice are served, by entering a written appearance personally or by an 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.

Usted ha sido demandado en corte. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad au otros derechos importantes para usted.

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

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO

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.

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CALIFICAN.

CLEARFIELD COUNTY COURTHOUSE
DAVID S. MEHOLICK, COURT
ADMINISTRATOR
230 EAST MARKET STREET
CLEARFIELD, PA 16830
814-765-2641

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY)	
)	
Plaintiff)	NO.
)	
)	
v.)	
)	
SCOTT A JENKINS)	
)	
Defendant(s))	
)	

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, FORD MOTOR CREDIT COMPANY , by and through its attorney, GREGG MORRIS, ESQUIRE and the law offices of PATENAUDE & FELIX, A.P.C. and files the following **Complaint in Civil Action**, and in support thereof aver as follows:

1. Plaintiff, FORD MOTOR CREDIT COMPANY , is a corporation with offices at 1335 S CLEARVIEW AVE MESA, ARIZONA 85208.
2. Defendant is SCOTT A JENKINS, an adult individual, believed to currently reside at 3849 GLENDALE BLVD COALPORT, PENNSYLVANIA 16627.
3. On or about October 11, 2004, the aforesaid Defendant(s) entered into a written Automobile Retail Installment Contract (Hereinafter "Contract") to purchase a "Vehicle" from a dealer (Seller) as more fully set forth in said Contract. A true and correct copy of the Contract is attached hereto, marked as Plaintiff's Exhibit "A" and incorporated by reference.
4. "Seller" thereafter assigned the Contract to Plaintiff, FORD MOTOR CREDIT COMPANY .
5. Pursuant to the terms of the Contract, Defendant(s) was/were to make 72 of

\$526.79 commencing on August 27, 2004.

6. The terms of the Contract provide for termination upon satisfaction by Defendant of all obligations provided thereunder.

7. Plaintiff avers that Defendant(s) defaulted under the Contract by failing to make payments to Plaintiff as promised.

8. Due to Defendant's default under the Contract, Plaintiff exercised its rights to terminate the Contract and retake possession of the vehicle.

9. After calculating early termination charges due to Plaintiff, and proceeds from sale, if any, Plaintiff avers that a deficiency balance of \$12,959.08 is due from Defendant(s) as of October 31, 2006.

10. The terms of the Contract provide that Defendant(s) will pay Plaintiff's reasonable attorney's fees.

11. Plaintiff avers that such attorney's fees will amount to \$3,500.00.

12. Despite repeated requests, Defendant(s) have willfully failed and/or refused to pay the aforesaid sum due.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant(s), in the amount of \$12,959.08, interest from the date of breach, reasonable attorney's fees in the amount of \$3,500.00 with continuing interest at the legal rate thereon from the date of Judgment plus costs. The damages requested are less than the maximum amount for compulsory arbitration as set by the Court.

Respectfully submitted:

Pateraude & Felix, A.P.C.

Date: _____

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

PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 08/27/04

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)	CREDITOR (Seller Name and Address)
-SCOTT A JENKINS 3849 GLENDALE BLVD COALPORT PA 16627	COURTESY FORD, INC 401 PLEASANT VALLEY BLVD ALTOONA PA 16602 6/14/04 5345

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The "Cash Price" shown below is the cash price of the vehicle. The "Total Sale Price" shown below is the credit price. By signing this contract, you choose to buy on credit under the agreements on the front and back of this contract.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
N	04 FORD	F150	GVWR	1FTPX145X4NA32842	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial
Trade-in	01 DODG		\$ 14400.00	\$ 13655.00	
Year and Make		Gross Allowance		Amount Owing	

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 36470.50	(1)
2. Down Payment	\$ 5521.00	
Third Party Rebate Assigned to Creditor	\$ 500.00	
Cash Down Payment	\$ 500.00	
Trade-in 01 DODG \$ 14400.00	\$ 13655.00	\$ 745.00
Year and Make	Gross Allowance	Amount Owing
Total Down Payment	\$ 6766.00	(2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 29704.50	(3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)		
To Insurance Companies for		
Credit Life Insurance (for term of contract)	\$ 0.00	
Credit Disability Insurance (for term of contract)	\$ 0.00	
N/A [Term N/A Months (Estimate)] \$ N/A		
To Public Officials (i) for license (\$ 0.00), title (\$ 22.50), & registration (\$ 24.80) fees \$ 47.30;		
(ii) for filing fees \$ 5.00		
(iii) for taxes (not in Cash Price) \$ 997.97	\$ 1050.27	
To COURTESY FORD for DOC FEE	\$ 55.00	
To FMT for NEGATIVE EQUITY	\$ 0.00	
To FORD MOTOR CO. for SERVICE CONTRACT	\$ 0.00	
To EVERGREEN ORG for GAP INS	\$ 0.00	
Total	\$ 1105.27	(4)
5. Amount Financed (3 plus 4)	\$ 30809.77	(5)

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment of \$ 745.00
7.00 %	\$ 7119.11	\$ 30809.77	\$ 37928.88	\$ 44694.88

Payment Schedule	Number of Payments	Amount of Each Payment	When Payments are due (monthly starting)
Your payment schedule will be:	71	\$ 526.79	10/11/04
<input type="checkbox"/> <input type="checkbox"/>			

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

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

NON-MODIFICATION DISCLOSURE

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

BUYER: XX Scott A. Jenkins CO-BUYER: X
SIGNS SIGNS

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE TO BUYER

Do not sign this contract in blank.
 You are entitled to an exact copy of the contract you sign.
 Keep it to protect your legal rights.
Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

BUYER SIGNS <u>XX Scott A. Jenkins</u>	X (CO) BUYER SIGNS <u>X</u>
By signing below, the Seller accepts this contract. If no other Assigned IS named in a separate assignment attached to this contract, the Seller assigns to Ford Motor Credit Company.	
Seller <u>COURTESY FORD INC</u> By <u>Finley</u> 03-001	

INSURANCE

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

Credit Life AMERICAN REPUBLIC
Insurer
\$ N/A SCOTT A JENKINS
Premium N/A Insured(s)

Signature

Credit AMERICAN REPUBLIC
Disability AMERICAN REPUBLIC
Insurer
\$ N/A SCOTT A JENKINS
Premium N/A Insured

Signature

N/A N/A
Other Optional Insurance Term
N/A \$ N/A
Insurer Premium

Signature

Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You must insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

Comprehensive \$ N/A Deductible Collision
 Fire- Theft-Combined Additional Coverage
 Towing and Labor
 Term N/A Months (Estimate)
Premium \$ N/A

Debt Cancellation Waiver Addendum (Optional)
 If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the Itemization of Amount Financed under Section 4.

Buyer _____

Program No. _____

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000

or
Visit us at www.fordcredit.com
03-001

EXA

ADDITIONAL AGREEMENTS

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

A\N

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

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

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

A\N

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

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

A\N

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

A\N

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

F. Default: You will be in default if:

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

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

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

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

A\N

G. Consumer Reports: You authorize Ford Motor Credit Company to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

H. General: To contact Ford Motor Credit Company about this account, call 1-800-727-7000. Also, you may make address and other selected changes at www.fordcredit.com. The law of Pennsylvania applies to this contract. If the law does not allow all of the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

FTC NOTICES

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

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

GUARANTY

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

Guarantor _____ Address _____

Guarantor _____ Address _____

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("you" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this clause, or arbitrability of any issue; 3) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction, or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERV AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

Rights You And We Do Not Give Up: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator exceeded its authority.

Either Party must contact any association below and the other Party to start arbitration. The applicable rules (the "Rules") may be obtained from the association:

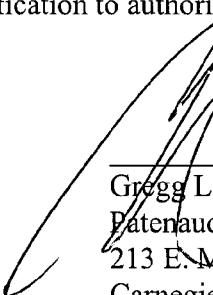
- American Arbitration Association ("AAA"), at 1-800-778-7879, or www.adr.org;
- JAMS/Endispute, at 1-800-448-1650, or www.jamsadr.com;
- National Arbitration Forum, at 1-800-474-2371, or www.arb-forum.com.

If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. We will pay your total reasonable arbitration fees and expenses (not including attorney fees, except where applicable law otherwise provides) in excess of \$125. We will pay the whole filing fee if we demand arbitration first. Any portion of this arbitration clause that is unenforceable shall be severed, and the remaining provisions shall be enforced.

VERIFICATION

The undersigned is an authorized agent of the Plaintiff and verifies that the facts and statements made herein are true and correct based upon my knowledge, information and belief. Counsel has signed the verification as a matter of time and convenience. The verification of the party can be provided if requested. The statements are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: _____



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103757
NO. 08-252-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: FORD MOTOR CREDIT COMPANY
vs.
DEFENDANT: SCOTT A. JENKINS

SHERIFF RETURN

NOW, February 21, 2008 AT 11:12 AM SERVED THE WITHIN COMPLAINT ON SCOTT A. JENKINS DEFENDANT AT RESIDENCE 3849 GLENDALE BLVD., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JEFF JENKINS, FATHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
02:45P.M. 06
JUN 16 2008
William A. Shaw
Prothonotary/Clerk of Courts
LM

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PATENAUME	35765	10.00
SHERIFF HAWKINS	PATENAUME	35765	46.28

Sworn to Before Me This

____ Day of _____ 2008

So Answers,

*Chester A. Hawkins
by Marilyn Harris*
Chester A. Hawkins
Sheriff

pd \$20 on Atty
HILLTOP ICC & notice
to debt
m/10:40am
JUL 21 2008 Statement
to Atty
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY

1

Plaintiff

NO. 2008-252-CD

V.

SCOTT A JENKINS

Defendant(s)

1

PRAECLPICE FOR DEFAULT JUDGMENT

Filed on behalf of:
**FORD MOTOR CREDIT
COMPANY**

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

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

Judgment
copy.sigler@pandora.us

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY)
Plaintiff) NO. 2008-252-CD
v.)
SCOTT A JENKINS)
Defendant(s))

PLAINTIFF'S PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

Please enter a judgment against the defendant, above named, for failure to file an Answer to Plaintiff's complaint.

Amount claimed in Complaint	\$12,959.08
Interest from September 29, 2006	\$913.25
Less payments received	\$0.00
Attorney's fees	<u>\$3,500.00</u>
TOTAL	\$17,372.33

With continuing interest on the principal amount of \$17,372.33, with interest at the legal rate, plus costs of suit.

I hereby certify that a written notice of intention to file this praecipe was mailed to the defendants and defendants' counsel (if known), after the default had occurred and at least ten (10) days prior to the date of the filing of this praecipe. A copy of the Notice is attached.

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

Date: July 15, 2008

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY)
Plaintiff) NO. 2008-252-CD
v.)
SCOTT A JENKINS)
Defendant(s))

**PLAINTIFF'S AFFIDAVIT OF NON-MILITARY SERVICE AND MAILING OF
NOTICE PURSUANT TO PA.R.C.P. 1037(b)**

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF CLEARFIELD)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared GREGG MORRIS, attorney for and authorized representative of Plaintiff, who being duly sworn according to law, deposes and states that the defendant(s), SCOTT A JENKINS, is not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that Notice of Intent to take Default Judgment was mailed in accordance with Pa.R.C.P.237.1, as evidenced by the attached copy.

Respectfully submitted:

Patenaude & Felix, A.P.C.

Date: July 14, 2008

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

Sworn to and subscribed before me this

16 day of July, 2008.

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Carolyn J. Stewart, Notary Public

Carnegie Boro, Allegheny County

My Commission Expires Aug. 14, 2011

Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY)
Plaintiff) NO. 2008-252-CD
v.)
SCOTT A JENKINS)
Defendant(s))

IMPORTANT NOTICE

Filed on behalf of:
FORD MOTOR CREDIT COMPANY

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15105
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY)
Plaintiff) NO. 2008-252-CD
v.)
SCOTT A JENKINS)
Defendant(s))

To: Scott A Jenkins
3849 Glendale Blvd
Coalport Pennsylvania 16627

Date of Notice: July 02, 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.

Clearfield County Courthouse
David S. Meholic, Court Administrator 230 East Market Street
Clearfield PA 16830
814-765-2641

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

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

Date: July 02, 2008

I, GREGG MORRIS, attorney for Plaintiff, FORD MOTOR CREDIT COMPANY , hereby certify that a true and correct copy of foregoing document was served this date by ordinary mail upon the following:

Scott A Jenkins
3849 Glendale Blvd
Coalport PA 16627

Date: July 02, 2008

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY)
Plaintiff) NO. 2008-252-CD
v.)
SCOTT A JENKINS)
Defendant(s))

**NOTICE OF ORDER, DECREE
OR JUDGMENT**

Filed on behalf of:
FORD MOTOR CREDIT
COMPANY

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY)
Plaintiff) NO. 2008-252-CD
v.)
SCOTT A JENKINS)
Defendant(s))

NOTICE OF ORDER, DECREE OR JUDGMENT
AGAINST SCOTT A JENKINS ONLY

TO: () Plaintiff (x) Defendant () Garnishee () Additional Defendant

You are hereby notified that the following Order, Decree, or Judgment has been entered against you on _____.

(X) Judgment in the amount of \$17,372.33, plus costs.
() District Justice Transcript of Judgment in the amount of \$ _____, plus costs.
() If not satisfied within sixty (60) days, your motor vehicle operator's license will be suspended by the Department of Transportation.

Prothonotary

By _____
Deputy

If you have questions concerning the above, please Contact:

Name of Attorney: GREGG MORRIS, Esquire
213 East Main St
Carnegie PA 15106
(412)-429-7675

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

Ford Motor Credit Company
Plaintiff(s)

No.: 2008-00252-CD

Real Debt: \$17,372.33

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Scott A. Jenkins
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 21, 2008

Expires: July 21, 2013

Certified from the record this July 21, 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