

08-282-CD  
Ford Motor Credit vs Laura Bennett al

FILED

FEB 19 2008

112-2514  
William A. Shaw  
Prothonotary/Clerk of Courts

2 CCR to SPC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY

)

Plaintiff

) NO. 2008-282-CV

)

)

v.

)

LAURA D BENNETT and RICHARD P BENNETT

)

)

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.

LAURA D BENNETT and RICHARD P BENNETT

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 defendarse 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 fall de tomar accion como se describe anteriormente, el caso pude 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 COSO A PERSONAS QUE CALIFICAN.

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

CLEARFIELD COUNTY COURTHOUSE  
DAVID S. MEHOLICK, COURT  
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CLEARFIELD, PA 16830  
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY )  
Plaintiff ) NO.  
v. )  
LAURA D BENNETT and RICHARD P BENNETT )  
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 PATENAUME & 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 LAURA D BENNETT, an adult individual, believed to currently reside at 64 WHITE CHURCH ROAD GLEN RITCHEY, PENNSYLVANIA 16837.
3. Defendant is, RICHARD P BENNETT, an adult individual, who is believed to currently reside at 64 WHITE CHURCH ROAD GLEN RITCHEY, PENNSYLVANIA 16837.
4. On or about August 09, 2003, 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.
5. "Seller" thereafter assigned the Contract to Plaintiff, FORD MOTOR CREDIT

COMPANY.

6. Pursuant to the terms of the Contract, Defendant(s) was/were to make 66 of \$236.00 commencing on September 23, 2003.

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

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

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

10. After calculating early termination charges due to Plaintiff, and proceeds from sale, if any, Plaintiff avers that a deficiency balance of \$3,837.70 is due from Defendant(s) as of November 29, 2007.

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

12. Plaintiff avers that such attorney's fees will amount to \$1,275.00.

13. 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 \$3,837.70, interest from the date of breach, reasonable attorney's fees in the amount of \$1,275.00 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:  
Patenaude & 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 08/09/03

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)

LAURA D BENNETT RICHARD P BENNETT  
RR 1 BOX 639  
GLEN RICHEY PA 16837

CREDITOR (Seller Name and Address)

COURTESY FORD INC  
401 PLEASANT VALLEY BLVD  
ALTOONA PA 16602

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.

Now/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
N	03 KIA	SPEC	GVWR	KNAFB161535115031	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in 96 FORD \$ 509.00 \$ N/A  
Year and Make Gross Allowance Amount Owning

## ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 14934.00	(1)
2. Down Payment		
Third Party Rebate Assigned to Creditor	\$ 2000.00	
Cash Down Payment	\$ 230.00	
Trade-in 96 FORD	\$ 509.00	\$ N/A \$ 509.00
Year and Make Gross Allowance Amount Owning		
Total Down Payment	\$ 2739.00	(2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 14195.00	(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)	\$ N/A	
Credit Disability Insurance (for term of contract)	\$ N/A	
N/A (Term Months (Estimate)) \$ N/A		
To Public Officials (I) for license (\$ n/a), title (\$ 22.50) & registration (\$ 6.00) fees \$ 28.50;		
(II) for filing fees \$ 5.00		
(III) for taxes (not in Cash Price) \$ 750.50	\$ 784.00	
To COURTESY FORD for Messenger Service /DOC FEE	\$ 55.00	
To N/A for NEGATIVE EQUITY	\$ N/A	
To FORD MOTOR CO. for SERVICE CONTRACT	\$ N/A	
To EVERGREEN ORG for GAP INS	\$ N/A	
Total	\$ 839.00	(4)
5. Amount Financed (3 plus 4)	\$ 13034.00	(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 \$2739.00
6.50 %	\$ 2542.00	\$ 13034.00	\$ 15576.00	\$ 18315.00

Payment Schedule	Number of Payments	Amount of Each Payment	When Payments are due
Your payment schedule will be:	65	\$ 236.00	(monthly starting 09/23/03)

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: *Laure O' Brien* CO-BUYER: *R. Bennett*  
SIGN SIGN

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.

*Laure O' Brien*  
BUYER SIGNS (CO) BUYER SIGNS  
By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.  
SELLER: *COURTESY FORD INC* By *Tide* Title *RECEIVED*

## 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 LAURA D BENNETT  
Premium RICHARD P BENNETT

Signature

Disability, AMERICAN REPUBLIC  
Insurer  
\$ N/A LAURA D BENNETT  
Premium RICHARD P BENNETT

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 the 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](http://www.fordcredit.com)

03-001

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 pay will depend on your payment patterns. The actual finance charge may exceed the U.S. 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. It also secures your other agreements in this contract. A\h

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.

02/2010

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 first payments due.

A\h

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.

A\h

D. **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 1-800-727-7080. Also, you may make address and other selected changes at [www.fordcredit.com](http://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 OVERIDES 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 ("us" 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 DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

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.

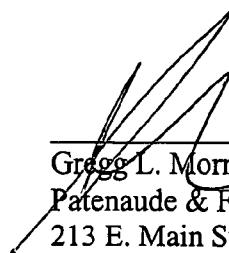
- American Arbitration Association ("AAA"), at 1-800-778-7879, or [www.adr.org](http://www.adr.org);
- JAMS/Endispute, at 1-800-448-1660, or [www.jamsadr.com](http://www.jamsadr.com);
- National Arbitration Forum, at 1-800-474-2371, or [www.naf.com](http://www.naf.com).

If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (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, Gregg L. Morris, hereby states that he is the attorney for Plaintiff in this action and verifies that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief. Counsel has signed the verification at the request of Plaintiff as a matter of time and convenience. Plaintiff has represented to counsel that there is a debt due and owing from Defendant to Plaintiff in the amount as set forth within the foregoing pleading. Plaintiff has provided counsel with all relevant information in order to allow counsel to sign this verification. Plaintiff agrees to provide a verification signed by Plaintiff upon request by Defendant. 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  
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

DOCKET # 103780  
NO: 08-282-CD  
SERVICE # 1 OF 2  
COMPLAINT

PLAINTIFF: FORD MOTOR CREDIT COMPANY  
VS.  
DEFENDANT: LAURA D. BENNETT and RICHARD P. BENNETT

**SHERIFF RETURN**

NOW, March 10, 2008 AT 11:14 AM SERVED THE WITHIN COMPLAINT ON LAURA D. BENNETT DEFENDANT AT 64 WHITE CHURCH ROAD, GLEN RICHEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RICHARD BENNETT, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED  
03:00pm  
JUN 20 2008

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103780  
NO. 08-282-CD  
SERVICE # 2 OF 2  
COMPLAINT

PLAINTIFF: FORD MOTOR CREDIT COMPANY  
vs.  
DEFENDANT: LAURA D. BENNETT and RICHARD P. BENNETT

**SHERIFF RETURN**

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NOW, February 29, 2008 AT 10:23 AM SERVED THE WITHIN COMPLAINT ON RICHARD P. BENNETT DEFENDANT AT 64 WHITE CHURCH ROAD, GLEN RICHEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RICHARD P. BENNETT, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103780  
NO: 08-282-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: FORD MOTOR CREDIT COMPANY

vs.

DEFENDANT: LAURA D. BENNETT and RICHARD P. BENNETT

**SHERIFF RETURN**

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**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PATENAUME	35915	20.00
SHERIFF HAWKINS	PATENAUME	35915	31.07

Sworn to Before Me This

So Answers,

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

  
by Marilyn Harker  
Chester A. Hawkins  
Sheriff

FILED *60*

MAR 19 2009

111:15(w)

S William A. Shaw  
Prothonotary/Clerk of Courts

Cent to Plaintiff  
Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY

)

Plaintiff

) NO. 2008-282-CD

)

)

v.

)

)

LAURA D BENNETT and RICHARD P BENNETT

)

)

Defendant(s)

)

)

**PRAECIPE 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY )  
Plaintiff ) NO. 2008-282-CD  
v. )  
LAURA D BENNETT and RICHARD P BENNETT )  
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	\$3,837.70
Interest from August 14, 2007	\$0.00
Less payments received	\$0.00
Attorney's fees	\$1,275.00
<b>TOTAL</b>	<b>\$5,112.70</b>

With continuing interest on the principal amount of \$5,112.70, 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: March 11, 2009

Gregg L. Morris, Esquire  
218 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. 2008-282-CD  
v. )  
LAURA D BENNETT and RICHARD P BENNETT )  
Defendant(s) )

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

COMMONWEALTH OF PENNSYLVANIA )  
 )  
 COUNTY OF CLEARFIELD ) SS.

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), LAURA D BENNETT and RICHARD P BENNETT, 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: March 11, 2009

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

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

---

## Notary Public

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY )  
Plaintiff ) NO. 2008-282-CD  
v. )  
LAURA D BENNETT and RICHARD P BENNETT )  
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 15106  
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD MOTOR CREDIT COMPANY )  
Plaintiff ) NO. 2008-282-CD  
v. )  
LAURA D BENNETT and RICHARD P BENNETT )  
Defendant(s) )

To: LAURA D BENNETT RICHARD P BENNETT  
64 WHITE CHURCH ROAD 64 WHITE CHURCH ROAD  
GLEN RITCHIE PA 16837 GLEN RITCHIE PA 16837

Date of Notice:

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  
Patenaude & Felix, A.P.C.

Date:

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

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:

Mr. John R Lhota P C, ESQ. , ESQ.  
23 Brilliant Ave  
Pittsburgh PA 15215--313  
Attorney for Laura D Bennett

Attorney for Richard P Bennett

Date:

\_\_\_\_\_  
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. 2008-282-CD  
v. )  
LAURA D BENNETT and RICHARD P BENNETT )  
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 & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
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FORD MOTOR CREDIT COMPANY )  
Plaintiff ) NO. 2008-282-CD  
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Defendant(s) )

**NOTICE OF ORDER, DECREE OR JUDGMENT**  
**AGAINST LAURA D BENNETT and RICHARD P BENNETT 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 MARCH 19, 2009.

( ) Decree Nisi in Equity  
( ) Final Decree in Equity  
(X) Judgment of ( ) Confession ( ) Verdict ( ) Court Order  
(X) Default ( ) Non-suit  
( ) Non-Pros ( ) Arbitration Award

(X) Judgment in the amount of \$5,112.70, 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