

08-679-CD  
Lori Chamberlin vs Charles Haines et al

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Lori A. Chamberlin  
(Plaintiff)

CIVIL ACTION

211 N. Vanessa Dr  
(Street Address)

No. 08-679-CD  
CY 0000639-08

Pleasant Gap Pa 16823  
(City, State ZIP)

Type of Case: Civil

Type of Pleading: not guilty

vs.

Charles (Jr.) R. + Heather E. Haines  
(Defendant)

Filed on Behalf of:

Defendant  
(Plaintiff/Defendant)

208 Stumptown Rd  
(Street Address)

Osceola Mills Pa 16666  
(City, State ZIP)

(Filed by)

(Address)

(Phone)

(Signature)

**FILED** Def. pd. 95.00

d/d 5/8/01 CC to Piff  
APR 14 2001

Def

William A. Shaw  
Prothonotary/Clerk of Courts

mjt Rudella

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## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

*(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)*

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_, SS

**AFFIDAVIT:** I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the Magisterial District Judge designated therein on  
(date of service) \_\_\_\_\_, 20\_\_\_\_\_,  by personal service  by (certified) (registered) mail,  
sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_ on  
\_\_\_\_\_, 20\_\_\_\_\_,  by personal service  by (certified) (registered) mail,  
sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
*Signature of official before whom affidavit was made*

\_\_\_\_\_  
*Signature of affiant*

\_\_\_\_\_  
*Title of official*

My commission expires on \_\_\_\_\_, 20\_\_\_\_\_  
--

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-03**

MDJ Name: Hon.

**MICHAEL A. RUDELLA**

Address: **131 ROLLING STONE ROAD  
PO BOX 210  
KYLERTOWN, PA**

Telephone: **(814) 345-6789** **16847-0444**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**CHAMBERLIN, LORI A.**

NAME and ADDRESS

**211 N. VANESSA DR.  
PLEASANT GAP, PA 16823**

VS.

DEFENDANT:

**HAINES, CHARLES (JR) R., ET AL.**  
**208 STUMPTOWN RD.**  
**OSCEOLA MILLS, PA 16666**

NAME and ADDRESS

**HEATHER M. HAINES  
208 STUMPTOWN RD.  
OSCEOLA MILLS, PA 16666**

Docket No.: **CV-0000039-08**

Date Filed: **2/20/08**



**THIS IS TO NOTIFY YOU THAT:**

**FOR PLAINTIFF**

Judgment: \_\_\_\_\_ (Date of Judgment) **3/17/08**

Judgment was entered for: (Name) **CHAMBERLIN, LORI A.**

Judgment was entered against: (Name) **HAINES, HEATHER M.**  
in the amount of \$ **3,132.00**

Defendants are jointly and severally liable.

Amount of Judgment	\$ <b>3,000.00</b>
Judgment Costs	\$ <b>132.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>

Damages will be assessed on Date & Time \_\_\_\_\_

**Total** \$ **3,132.00**

This case dismissed without prejudice.

Post Judgment Credits \$ \_\_\_\_\_

Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127  
\$ \_\_\_\_\_

Post Judgment Costs \$ \_\_\_\_\_

Portion of Judgment for physical damages arising out of  
residential lease \$ \_\_\_\_\_

**Certified Judgment Total** \$ \_\_\_\_\_

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

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3-17-08 Date

M. A. RudeLLA

, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date \_\_\_\_\_, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-07

**DATE PRINTED: 3/17/08 3:59:00 PM**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-03**

MDJ Name: Hon.

**MICHAEL A. RUDELLA**

Address: **131 ROLLING STONE ROAD  
PO BOX 210  
KYLERTOWN, PA**

Telephone: **(814) 345-6789** **16847-0444**

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-07

**DATE PRINTED: 3/17/08 3:58:00 PM**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**CHAMBERLIN, LORI A.** NAME and ADDRESS

**211 N. VANESSA DR.**

**PLEASANT GAP, PA 16823**

VS.

DEFENDANT:

**HAINES, CHARLES (JR) R., ET AL.** NAME and ADDRESS

**208 STUMPTOWN RD.**

**OSCEOLA MILLS, PA 16666**

**CHARLES (JR) R. HAINES  
208 STUMPTOWN RD.  
OSCEOLA MILLS, PA 16666**

Docket No.: **CV-0000039-08**

Date Filed: **2/20/08**



THIS IS TO NOTIFY YOU THAT:

**FOR PLAINTIFF**

Judgment: \_\_\_\_\_ (Date of Judgment) **3/17/08**

<input checked="" type="checkbox"/> Judgment was entered for: (Name) <b>CHAMBERLIN, LORI A.</b>	Amount of Judgment \$ <b>3,000.00</b>
<input checked="" type="checkbox"/> Judgment was entered against: (Name) <b>HAINES, CHARLES (JR) R.</b> in the amount of \$ <b>3,132.00</b>	Judgment Costs \$ <b>132.00</b>
<input type="checkbox"/> Defendants are jointly and severally liable.	Interest on Judgment \$ <b>.00</b>
<input type="checkbox"/> Damages will be assessed on Date & Time _____	Attorney Fees \$ <b>.00</b>
<input type="checkbox"/> This case dismissed without prejudice.	Total \$ <b>3,132.00</b>
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____	Post Judgment Credits \$ _____
<input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____	Post Judgment Costs \$ _____
<b>Certified Judgment Total \$ _____</b>	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

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*3-17-08* Date

*M. A. Rudella*

, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date \_\_\_\_\_, Magisterial District Judge

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-03**

MDJ Name: Hon.

**MICHAEL A. RUDELLA**  
131 ROLLING STONE ROAD  
PO BOX 210  
KYLERTOWN, PA

Telephone: (814) 345-6789

**16847-0444**

**MICHAEL A. RUDELLA**  
131 ROLLING STONE ROAD  
PO BOX 210  
KYLERTOWN, PA **16847-0444**

THIS IS TO NOTIFY YOU THAT:

**FOR PLAINTIFF**

Judgment: \_\_\_\_\_

(Date of Judgment) **3/17/08**

**08-679-CJ**

Docket No.: **CV-0000039-08**  
Date Filed: **2/20/08**



Judgment was entered for: (Name) **CHAMBERLIN, LORI A.**



Judgment was entered against: (Name) **HAINES, CHARLES (JR) R.**  
in the amount of \$ **3,132.00**



Defendants are jointly and severally liable.



Damages will be assessed on Date & Time \_\_\_\_\_



This case dismissed without prejudice.



Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127  
\$ \_\_\_\_\_



Portion of Judgment for physical damages arising out of  
residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>3,000.00</b>
Judgment Costs	\$ <b>132.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>3,132.00</b>
Post Judgment Credits	\$ <b>—</b>
Post Judgment Costs	\$ <b>—</b>
<b>Certified Judgment Total</b>	\$ <b>3132.00</b>

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**FILED**

01/12/37 BOL  
APR 16 2008

William A. Shaw  
Prothonotary/Clerk of Courts

*3-17-08* Date

*M A Rudella*

, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

*4/15/08* Date

*M A Rudella*

, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-07

DATE PRINTED: **3/17/08 3:58:00 PM**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-03**

MDJ Name: Hon.

**MICHAEL A. RUDELLA**  
131 ROLLING STONE ROAD  
PO BOX 210  
KYLERTOWN, PA

Telephone: (814) 345-6789

**16847-0444**

**MICHAEL A. RUDELLA**  
131 ROLLING STONE ROAD  
PO BOX 210  
KYLERTOWN, PA **16847-0444**

THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF**

(Date of Judgment) **3/17/08**

Judgment was entered for: (Name) **CHAMBERLIN, LORI A.**

Judgment was entered against: (Name) **HAINES, HEATHER M.**  
in the amount of \$ **3,132.00**

Defendants are jointly and severally liable.

Damages will be assessed on Date & Time \_\_\_\_\_

This case dismissed without prejudice.

Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127  
\$ \_\_\_\_\_

Portion of Judgment for physical damages arising out of  
residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>3,000.00</b>
Judgment Costs	\$ <b>132.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>3,132.00</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b> \$ <b>3132.00</b>	

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3-17-08 Date

M. Rudell

, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

4/18/08 Date

M. Rudell

, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-07

DATE PRINTED: **3/17/08 3:59:00 PM**

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Lori A. Chamberlin  
(Plaintiff)

CIVIL ACTION

211 N Vanassa DR  
(Street Address)

No. CV 08-679-CD  
0000039-08

Pleasant Gap Pa 16823  
(City, State ZIP)

Type of Case: Civil

Type of Pleading: \_\_\_\_\_

vs.

Charles R. Haines Jr Et AL  
(Defendant)

Filed on Behalf of:

Lori A Chamberlin  
(Plaintiff/Defendant)

208 Stumptown Rd  
(Street Address)

Oscoda Mills Pa 16646  
(City, State ZIP)

Lori A Chamberlin  
(Filed by)

211 N Vanassa DR  
(Address) Pleasant Gap Pa  
16823

814-359-6409  
(Phone)

Lori A Chamberlin  
(Signature)

**FILED** 3cc Lori  
APR 29 2008  
GK

William A. Shaw  
Prothonotary/Clerk of Courts

Charles R Haines Jr

Heather M Haines

Appellant

US

District Justice Appeal

08-679-CD

Lori A Chamberlin

Appellee

1) On 05/07/05 Charles R Haines Jr and Lori A Chamberlin purchased a 1997 Dodge Ram 3500 P vin # 3B7MC33W8UM515813 from New York.

2) The loan was with American General in the amount of \$1896.16. Payments of \$56.17 for 48 months.

3) Mr Haines and I separated June 6, 2006. He assumed all responsibility for the truck. I took the 1995 BMW and assumed that responsibility.

4) Mr Haines could not afford the payments. On Jan 15, 2007 American General repossessed the vehicle and filed suit with the District Magistrate.

5) On March 6 2007 American General got a judgment against MR Haines and Lori Chamberlin in the amount of \$8,140.00

6) On May 5 2007 The Sheriffs Daptartment levied my property at 211 N Vanessa Dr Pleasant Gap Pa for this judgment. The amount of \$15,956.48 plus sheriffs cost total \$6,152.56

7) On June 5 2007 I paid \$4,000.00 cash August 16 2007 - \$1040.02. Balance paid in full by November 2007.

8) On Feb 20, 2008 I filed a civil suite against MR Haines and Heather Haines for \$8,000.00. On March 17, 2007 I won the judgment for \$3,000.00 plus costs of \$132.00, this was far less than half the loan.

9) Mr Haines has appealed this decision on April 14 2008, forcing me to file again.

O

10) Mr Haines has accepted no responsibility on this loan except for the payments he made from June 07 to Nov 07 when he stopped making them,

11) As the Plaintiff (appellee) I am asking the court to make Mr Haines uphold his legal obligation and pay this judgment.

O

Joi A Chamberlin  
4/29/08

**FILED**

APR 29 2008

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,  
PENNSYLVANIA

FILED NOCC  
M 112:43 PM  
MAY 09 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Lori A Chamberlin :  
Plaintiff/Appellant :  
District Justice Appeal  
vs. :  
Charkis R Haines JR :  
Heather m Haines :  
Defendant/Appellee :  
CASE NO. 08 679 CD

**CERTIFICATE OF SERVICE**

I, Lori A. Chamberlin,

Plaintiff above named, do hereby certify that on the April  
29 day of 2008, 2008, I served a  
certified copy of the Complaint on the Defendant above named, by  
hand delivering said certified copy to the Defendant at  
208 Stumptown Rd, Oscola Mills Pa 16661

Lori A Chamberlin

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

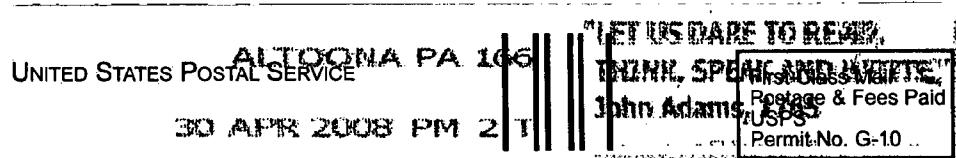
**1. Article Addressed to:**

Heather Haines  
208 Stumptown Rd  
Oscoda Mills Pa  
1666

**COMPLETE THIS SECTION ON DELIVERY****A. Signature****X** Agent  
 Addressee**B. Received by (Printed Name)****Heather Haines****C. Date of Delivery****4-30-08****D. Is delivery address different from item 1?**  Yes  
If YES, enter delivery address below:  No**3. Service Type**

<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

**4. Restricted Delivery? (Extra Fee)** Yes**2. Article****(Trans: 7007 3020 0002 0372 7190)**



- **Sender:** Please print your name, address, and ZIP+4 in this box •

LORI Chamberlin  
211 W Vancissa DR  
Pleasant Gap Pa 16823

85

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Lori Chamberlin  
(Plaintiff)

CIVIL ACTION

211 Vanessa Dr  
(Street Address)

08-679-CD

No. CH-08

Pleasant Gap Pa 16823  
(City, State ZIP)

Type of Case: Civil

Type of Pleading: \_\_\_\_\_

vs.

Charles R + Heather R Haines Jr,  
(Plaintiff)  
(Defendant)

Charles R + Heather R Haines Jr.  
(Plaintiff)  
(Defendant)

208 Stomptown Rd  
(Street Address)

Osceola Mills Pa 16666  
(City, State ZIP)

Charles R + Heather R Haines Jr.  
(Filed by)

208 Stomptown Rd Osceola Mills Pa  
(Address) 16666

(Phone)

(Signature)

**FILED**  
09:52a.m 6/6/08 ICC Def.  
JUN 06 2008

William A. Shaw  
Prothonotary/Clerk of Courts

6/6

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

LORI CHAMBERLIN  
PLAINTIFF/APPELLEE

VS.

DISTRICT JUSTICE APPEAL  
CASE NO 08-679-CD

CHARLES R & HEATHER R HAINES JR  
DEFENDANT/APPELLANT

ANSWER

Paragraph 1 of the complaint is denied in part and admitted in part. Denied- The 1997 Dodge Ram was purchased on 4/07/05. Admitted-The vehicle was purchased by both Mr Haines and Ms Chamberlin.

Paragraph 2 is admitted.

Paragraph 3 is admitted and denied. Admitted- Mr Haines and Ms chamberlin did seperate the beginning of June. Denied- No responsibility was given for the 1995 BMW because it was paid in full by Mr Haines with his tax return.

Paragraph 4 is denied. Payments were behind four months because Mr Haines paid Ms Chamberlin and she was to make payments on the 1995 dodge truck which she was not making the payments to American general.

Paragraph 5 is denied. Not the right amout, the right amount for the judgement was \$6152.56. Ms Chamberlin did not show up at the hearing.

Paragraph 6 is denied. The property that the sheriff's department came to levy was joint property belonging to Mr Haines and Ms Chamberlin. At the time of the hearing on March 6, 2007 Ms Chamberlin chose not to show up so Mr Haines requested they take joint property to settle the amount due.

Paragraph 7 is admitted.

Paragraph 8 is admitted.

Paragraph 9 is admitted.

Paragraph 10 is denied. Mr Haines was paying Ms Chamberlin the payments and she was to be making the payments to American general which she was not making the payments. Mr Haines found out in November the payments were 4 months behind, he then tried to catch up personally making two payments in November, but could not catch up. He asked to make an interest payment but was told by Belinda at American general Ms Chamberlin had used all the interest payments that could be used at that time. Jointly agreed by Mr Haines and American general (Belinda) that the truck should go back. Ms Chamberlin was asked three times if she would like the truck back and she declined each time.

Paragraph 11 is denied. Their should be no legal obligation here because Ms Chamberlin has in her possession these items purchased jointly, A 1995 BMW 318i which Mr Haines purchased with his income tax blue book valued at \$6365. A 1990 bayliner cobra series 1904 valued at high retail \$7760 and low retail \$6855 and she also had in her possession A 2001 cougar camper 27.8 fifth wheel high retail \$18095 and low retail \$14965 which she sold to lerch's RV and they sold it for \$15999 and paid nothing on the loan instead she purchased A motorcycle, two tickets on A cruise, bailed her boyfriend out of jail after he beat her up paying \$5000, bought her boyfriend A toyota pickup, wood flooring for her house, and A horse.

#### NEW MATTER

Paragraph 12. We feel we do not own Ms Chamberlin any money because number one she sold the 2001 cougar and did not pay us any money which figured out by our attorney she would owe us \$4628 just for the sale of the camper after the loan was paid off, but she did not pay off the loan for the camper, number 2 she has in her possession A 1995 BMW 318i and A 1990 bayliner cobra series 1904.

Paragraph 13. The boat was in both names, she had the title forged out of Mr Haines name by taking her son Charles R Haines III and having him sign the paper acting as his father.

*Charles Haines 6-6-08*  
*Charles Haines 6-6-08*

I verify that the statements made in this answer are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. section 4904 realating to Unsworn Falsification to Authorities.

*Charles Haines 6-6-08*  
*Charles Haines 6-6-08*

**FILED**

JUN 06 2008

William A. Shaw  
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

FILED

Lori Chamberlin  
(Plaintiff)

CIVIL ACTION

JUN 11 2008  
12:30 PM (610)  
William A. Shaw  
Prothonotary/Clerk of Courts  
No 9C

211 N. Vanessa DR  
(Street Address)

Pleasant Gap Pa 16823  
(City, State ZIP)

vs.

Charles R + Heather Haines JR  
(Defendant)

208 Stumptown Rd  
(Street Address)

Oscoda Mills Pa 16666  
(City, State ZIP)

No. 08-679-CD

Type of Case: Civil

Type of Pleading:

Answer to Answer of  
Complaint

Filed on Behalf of:

Lori Chamberlin  
(Plaintiff/Defendant)

Lori Chamberlin  
(Filed by)

208 Stumptown Rd  
(Address) Oscoda Mills Pa  
16666

(Phone)

Lori A Chamberlin  
(Signature)

Lori Chamberlin

Plaintiff / Appalla

US

District Justice Appeal

Charles R Haines SR

Case no. 08-679-CD

Heather M Haines

Defendant / Appellant

Answer

Paragraph 1 - admitted Date of purchase  
4/7/05 not 5/7/05 missprint for the 1997

Dodge Ram 3500

Paragraph 2 - admitted

Paragraph 3 - admitted and denied. Mr Haines  
and Ms Chamberlin separated in June 06. Ms  
Chamberlin wrote a check for the BMW out  
of her personal checking account and can  
produce a cancelled check.

Paragraph 4 - denied. Ms Chamberlin has  
cancelled checks for payments as follows:

2/3/06	Check #	3683	\$ 457.00
2/25/06	" #	3706	\$ 457.00
3/31/06	" #	3730	\$ 457.00
4/29/06	" #	3752	\$ 457.00

5/27/06 check # 3778 \$457.00

paragraph 7 is admitted

paragraph 8 is admitted

paragraph 9 is admitted

Paragraph 10 is denied. Ms Chamberlin has cancelled checks from her account for 7/1b - May 06.

Paragraph 11 - denied The 1995 BMW purchased with a check from Ms Chamberlins account.

The 1990 Bayliner Cobra - paid Mr Haines 1,000.00 on 8/3/07 for all ownership rights.

The 2001 Cougar sold for \$8000.00 Camper was in Ms Chamberlins name only. Money spent as follows:

Motorcycle - \$1800.00

BMW car repairs - \$2012.00 Joel Confirms

Kitchen Floor - \$120.00 Lowes

Circuit City - \$ 530.00 Computer

Charkas Haines - \$1,000.00 Boat

State College Financial - \$1064.00 3 months Loan

Citifinancial - \$600.00 3 months loan payment

False statements on the two tickets

for a cruise, A horse and the \$5,000.00  
bail money.

Paragraph 12 is denied. The camper was  
is Ms Chamberlins name only. The boat  
bought from Mr Haines for \$1,000.00 and  
the car bought with a check from Ms  
Chamberlins personal checking account.

Paragraph 13 - Denied - mattar was  
never proven. Mr Haines dropped all  
charges for \$1,000.00 for all ownership  
rights to the boat. This mattar has  
nothing to do with the loan for American  
General for the dodge truck

No New Mattar

I verify that the statements made in  
this answer are true and correct. I  
understand that false statements herein  
are made subject to the penalties of 18  
Pa CS section 4904 relating to Unsworn  
Falsification to Authorities

Joni Chamberlain  
6-11-08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

WA

Lori Chamberlin  
(Plaintiff)

CIVIL ACTION

211 N Vanessa Dr  
(Street Address)

No. 08-679-CD

FILED

JUN 25 2008

011130/C  
William A. Shaw  
Prothonotary/Clerk of Courts

No. C/C pp  
20 -

Pleasant Gap Rd 16823  
(City, State ZIP)

Type of Case: civil

Type of Pleading: \_\_\_\_\_

VS.

Charles R & Heather Hains  
(Defendant)

Filed on Behalf of:

Lori Chamberlin  
(Plaintiff) (Defendant)

208 Stumptown Rd  
(Street Address)

Osceola Mills Rd 16666  
(City, State ZIP)

Lori Chamberlin

(Filed by)

211 N Vanessa Dr  
(Address)

Pleasant Gap Rd 16823  
(Phone)

(Signature)

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

Civil Trial Listing/Certificate of Readiness

Plaintiff(s): Lori Chamberlin Case Number: 08-679-CD  
211 N Vanessa Dr  
Pleasant Gap Pa 16823

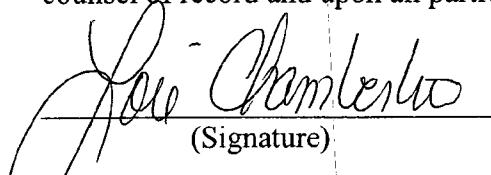
Defendant(s): Charles R + Heather m Haines(JR)  
208 Stumptown Rd  
Oscoda Mills Pa 16666

To the Prothonotary:

Arbitration Limit: \_\_\_\_\_  
Type Trial Requested:  Jury  Non-Jury  Arbitration  
Estimated Trial Time: \_\_\_\_\_

Jury Demand Filed By: \_\_\_\_\_  
Date Jury Demand Filed: \_\_\_\_\_

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

  
(Signature)

6/25/08  
(Date)

For the Plaintiff: Lori Chamberlin 814 359-6409 Telephone Number

For the Defendant: Charles R Haines JR 814 339 6905 Telephone Number

For Additional Defendant: Heather m Haines 814 339 6905 Telephone Number

Certification of Current Address for all parties or counsel of record:

Name: <u>Charles R Haines JR</u>	Address: <u>208 Stumptown Rd</u>	City/State/Zip: <u>Oscoda Mills Pa 16666</u>
Name: <u>Heather Haines</u>	Address: <u>208 Stumptown Rd</u>	City/State/Zip: <u>Oscoda Mills Rd 16666</u>
Name: <u>Lori Chamberlin</u>	Address: <u>211 N Vanessa Dr</u>	City/State/Zip: <u>Pleasant Gap Pa 16823</u>
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____

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

LORI CHAMBERLIN :  
vs. : No. 08-679-CD  
CHARLES R. Haines, Jr., and :  
HEATHER HAINES :

O R D E R

NOW, this 4<sup>th</sup> day of August, 2008, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Thursday, September 4, 2008 at 1:00 P.M. The following have been appointed as Arbitrators:

William C. Kriner, Esquire, Chairman

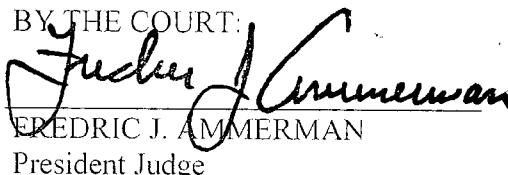
Girard Kasubick, Esquire

Mark A. Falvo, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Please report to Hearing Room No. 3, 2<sup>nd</sup> Floor, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
FREDERIC J. AMMERMAN  
President Judge

FILED 5CC  
08-00304 CIA  
AUG 04 2008  
60  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Lori Chamberlin

vs.

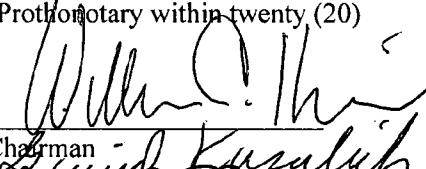
Charles R. Haines Jr. and Heather R. Haines

No. 2008-00679-CD

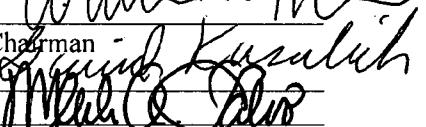
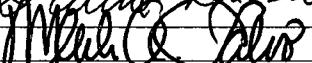
**OATH OR AFFIRMATION OF ARBITRATORS**

Now, this 4th day of September, 2008., we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

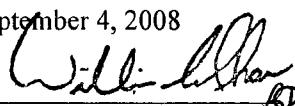
William C. Kriner, Esq.

  
Chairman

Girard Kasubick, Esq.  
Mark A. Falvo, Esq.

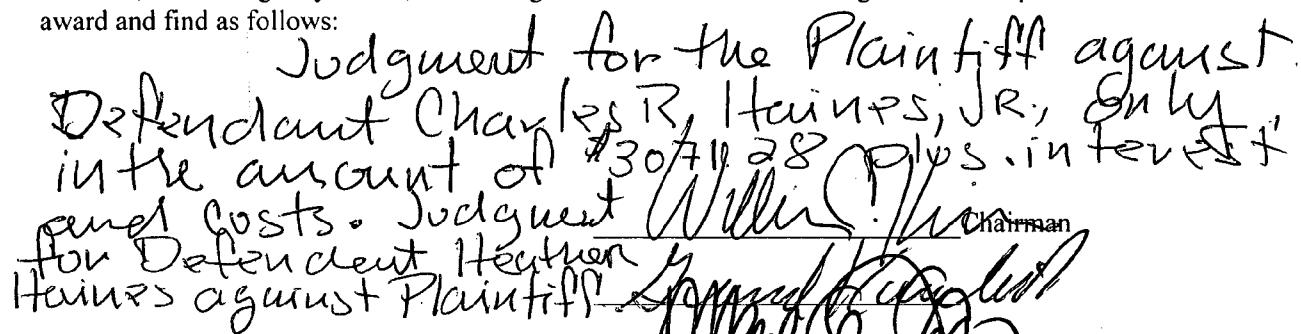
  


Sworn to and subscribed before me this  
September 4, 2008

  
Prothonotary

**AWARD OF ARBITRATORS**

Now, this 04 day of Sept., 2008, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

  
Judgment for the Plaintiff against  
Defendant Charles R. Haines, Jr., only  
in the amount of \$30711.28 plus interest  
and costs. Judgment   
for Defendant Heather  
Haines against Plaintiff.   


(Continue if needed on reverse.)

**ENTRY OF AWARD**

Now, this 4<sup>th</sup> day of September, 2008, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

**WITNESS MY HAND AND THE SEAL OF THE COURT**

  
Prothonotary

By \_\_\_\_\_

**FILED** Mailed Notices  
to Plaintiff & Defendants  
012-06377  
SEP 04 2008 on September 4, 2008.

  
William A. Shaw  
Prothonotary/Clerk of Courts

**COPY**

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

Lori Chamberlin

Vs. : No. 2008-00679-CD

Charles R. Haines Jr. and Heather R. Haines

NOTICE OF AWARD

TO: Lori Chamberlin

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on September 4, 2008 and have awarded:

Judgment for the Plaintiff against Defendant Charles R. Haines, Jr., only, in the amount of \$3,071.28 plus interest and costs. Judgment for Defendant Heather Haines against Plaintiff.



William A. Shaw  
William A. Shaw, Prothonotary

September 4, 2008

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on September 4, 2008 at 2:07 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal:  
\$600.00.

**COPY**

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

Lori Chamberlin

Vs.

: No. 2008-00679-CD

Charles R. Haines Jr. and Heather R. Haines

NOTICE OF AWARD

TO: Charles R. Haines, Jr. and Heather R. Haines

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on September 4, 2008 and have awarded:

Judgment for the Plaintiff against Defendant Charles R. Haines, Jr., only, in the amount of \$3,071.28 plus interest and costs. Judgment for Defendant Heather Haines against Plaintiff.



William A. Shaw  
William A. Shaw, Prothonotary

September 4, 2008

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on September 4, 2008 at 2:07 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal:  
\$600.00.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

Lori Chamberlin  
Plaintiff  
vs.  
HAINES, CHARLES (JR) P.  
Defendants

No. 2008-679-CD

PRECIPICE TO ENTER JUDGMENT  
ON THE ARBITRATION AWARD

TO THE PROTHONOTARY:

Kindly enter judgment in favor of Plaintiff LORI CHAMBERLIN and against

Defendant CHARLES R. HAINES, JR., on the Arbitration Award filed on

September 4, 2008 to the above captioned term and number in the amount of \$ 3,203.23

*Lori Chamberlin*

Plaintiff ✓

FILED Puff pd. 20.00  
m 11/26/2009 FEB 24 2009 Notice to Def.  
S William A. Shaw Statement to  
Prothonotary/Clerk of Courts Puff  
(600)

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

*Copy*

CIVIL DIVISION

Lori Chamberlin

vs.

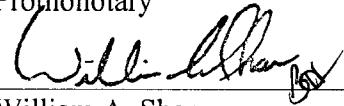
No. 2008-00679-CD

Charles R. Haines Jr.

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered  
against you in the amount of \$3,203.28 on February 24, 2009.

William A. Shaw  
Prothonotary

  
\_\_\_\_\_  
William A. Shaw

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

COPY

Lori Chamberlin  
Plaintiff(s)

No.: 2008-00679-CD

Real Debt: \$3,203.28

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Charles R. Haines Jr.  
Defendant(s)

Entry: \$20.00

Instrument: Judgment on Arbitration Award  
against Charles R. Haines, Jr.

Date of Entry: February 24, 2009

Expires: February 24, 2014

Certified from the record this 24th day of February, 2009.

  
\_\_\_\_\_  
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

CHAMBERLIN, KORI A.  
211 W. VANESSA DR.  
PIKESVILLE, PA 16823

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD, PENNSYLVANIA

Ex. No. .... Term 19.....

vs  
BAINES, CHARLES (JD) B.  
208 STUMPTOWN RD.  
OSCEOLA MILLS, PA 16666

Orig. No. .... Term 19.....

PRAECLPICE FOR WRIT OF EXECUTION  
(MONEY JUDGMENT)

To the Prothonotary: ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER.

(1) Directed to the Sheriff of **CLEARFIELD**, County, Penna.:

(2) against ..... **CHARLES (JD) B.** Defendant(s);

(3) and against ..... **CHARLES (JD) B.** Garnishee(s);

(4) and index this writ

(a) against ..... Defendant(s) and

(b) against ..... Garnishee(s),

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows:  
(specifically describe property)

FILED No CC  
mhr/2009 Piff pd  
FEB 24 2009 20.00

S William A. Shaw  
Prothonotary/Clerk of Courts  
Counts  
to Piff  
(60)

(5) Amount due \$ 3203.28  
Interest from \$ .....  
Total \$ 3203.28 plus costs

Dated 3/20/09

*Kori A Chamberlin*  
*Kori A Chamberlin*  
Plaintiff(s)

EXEC. NO. \_\_\_\_\_ Form 19

Case No. \_\_\_\_\_ Form 19

IN THE COURT OF COMMON PLEAS OF  
CLERKEETON, PENNSYLVANIA

CHAMBERLIN, LORI A.  
211 N. VANESSA DR.  
PEASANT GAP, PA 16623

FILED

FEB 24 2009

William A. Shaw  
Prothonotary/Clerk of Courts

SAINES, CHARLES (JR) E., ET AL.  
208 STUMPTOWN RD.  
OSCEOLA HILLS, PA 16666

PRAECEIPE FOR WRIT OF EXECUTION  
(Money Judgment)

*J. Chamberlin*

Attorney for Plaintiff(s)

Address:

SAINES, CHARLES (JR) E.  
208 STUMPTOWN RD.  
OSCEOLA HILLS, PA 16666

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

**COPY**

Lori Chamberlin,

Vs.

NO.: 2008-00679-CD

Charles R. Haines Jr.,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the judgment, interest and costs against LORI CHAMBERLIN, Plaintiff(s) from CHARLES R. HAINES JR., Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell defendant's interest(s) therein:  
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

as garnishee(s):

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) except as provided in paragraph (c), the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof; (c) the attachment shall not include any funds in an account of the defendant with a bank or other financial institution (i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or (ii) that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.
- (4) **If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL: \$3,203.28

PROTH. COSTS PAID: \$155.00

INTEREST FROM: \$

SHERIFF: \$

ATTY'S COMM: \$

OTHER COSTS: \$

DATE: 2/24/2009

Received this writ this \_\_\_\_\_ day

of \_\_\_\_\_ A.D. \_\_\_\_\_

At \_\_\_\_\_ A.M./P.M.

Sheriff



William A. Shaw  
Prothonotary/Clerk Civil Division

Requesting Party: Lori A. Chamberlin  
211 N. Vanessa Drive  
Pleasant Gap, PA 16823

Arbitration

9/4

CHARLES R & HEATHER R HAINES JR  
208 STUMPTOWN ROAD  
OSCEOLA MILLS PA 16666  
NO. 08-679-CD

1:00 p.m.

To whom it may concern,

Lori A Chamberlin and I lived together for 12 years, we purchased many items together, please find attached list. When we went our separate ways she raised a lot of commotion and voiced that she was keeping everything. It got to the point she forged my name to titles that were mutually owned just to get my name off of them, and as per the agreement Ms. Chamberlin was to give me money when the boat was sold, if that is the case why is she suing me for more money. Charges were filed to which Ms. Chamberlin had an agreement made up, signed by both her and myself, but Ms. Chamberlin did not uphold her part of the agreement so charges are being reopened. We have contacted an attorney and she pointed out that while we lived together, and purchased items together it is equal ownership for every item found on attached list.

We have several documents to provide at the hearing including titles, values of items, and copies of loan papers.

In closing I feel I do not owe Ms. Chamberlin anything because of the property that she still has in her possession that was bought and paid for by Ms. Chamberlin and myself and the only thing that I took was the 1995 Dodge that was repossessed.

THANK YOU

CHARLES R HAINES JR  
HEATHER R HAINES

RECEIVED

AUG 27 2008

Court Administrator's  
Office

**ITEMS PURCHASED WHEN TOGETHER-IN MS. CHAMBERLIN'S  
POSSESSION**

1. 8X10 SHED
2. AGWAY 2 STAGE 5HP SNOW BLOWER
3. 42 IN. CUT RIDING MOWER
4. 30X30 GARAGE
5. ALL SIZES WRENCHES & AIR TOOLS & SOCKETS
6. PIPE WRENCHES 4 DIFFERENT SIZES
7. JIG SAWS
8. SANDER'S
9. HAND SAWS
10. GARDENING TOOLS
11. 1990 BASS BOAT COBRA FISH N SKI
12. 1997 F-150 EXTENDED CAB 4X4
13. KEYSOTNE COBRA FIFTH WHEEL
14. 1995 BMW 3 SERIES
15. 24' ABOVE GROUND SWIMMING POOL
16. 5 INCH MEAT GRINDER W/ 5 HP MOTOR
17. FISHING POLES AND NETS AND OTHER GEAR
18. AGWAY LAWN SWEEPER
19. LAWN CART
20. VIRGIN MARY



2008-679-CD

Charles R Haines JR

Heather M Haines

Appellant

US

Lori Chamberlin

Appellee

RECEIVED

AUG 25 2008

Court Administrator's  
Office

- 1) On 04/07/05 Charles R Haines Jr and Lori A Chamberlin purchased a 1997 Dodge Ram 3500 P win #3B7MC33W8VM515813 from New York
- 2) The loan amount was with American General for \$21,896.16. Payments of 456.17 for 48 months.
- 3) Mr Haines and I separated June of 2006. He took the truck and assumed all responsibility for it. The dodge was due for the month of Junes payment at the time he left.

I made all payments prior to then as follows:

2/3/06 check # 3683 \$ 457.00

2/25/06 " " 3706 \$ 457.00

3/31/06 check # 3730 \$ 457.00

4/29/06 " " 3752 \$ 457.00

5/27/06 check # 3778 \$ 457.00

4) As of October 2006 Mr Haines + I talked of reconciling. The truck needed tires so I gave him a check for \$200.00 to Conways Custom Auto Care. Check # 3872 dated 10/23/06. We didn't reconcile.

5) In December of 2006 Mr Haines couldn't afford the payments. He removed the commercial 5<sup>th</sup> wheel hitch we bought the truck with and sold it for money. This money was not applied to the loan. This de-valued the truck by 1,795.00 to \$2,195.00 the price to <sup>buy</sup> the same 5<sup>th</sup> wheel hitch.

5) In January he returned the truck for repossession to American General. On Jan 15 2007 American General filed suit with the District Magistrate, for the repossession.

6) On March 6 2007 American General got a Judgament against Mr Haines + myself for \$8,140.00

7) On May 5, 2007 The sheriffs department levied my property at 211 N Vanessa Dr Pleasant Gap Pa for the judgement. The amount of \$5,956.48 plus sheriffs cost total \$6,152.56

8) ON June 5, 2007 I paid \$4,000.00  
August 16, 2007 another \$1,040.00  
Balance was paid in full by October  
2007.

9) Breakdown:

21 896.00 Loan

7,500.00 truck sold for at auction

14 396.00

5 472.00 1 yr of payments

8 924.00

5 956.00 Lori paid to American General

\$2,968 early payoff in interest

196.08 Lori paid Sheriff's costs

11) I am asking for  $\frac{1}{6}$  of the following:

\$5956.00

196.08 Sheriff's costs

1,795.00 5<sup>th</sup> wheel hitch

\$1,368.00  $\frac{1}{6}$  of his \$2,236.00 payment for 1 yr

9315.00

12) \$132.00 plus cost of filing I would  
like to get in full

13) Mr Haines left with this truck,  
defaulted on the loan and I would  
like to get back the money I paid  
out to settle this debt. I am  
asking only for this loan with  
American General to be settled.  
All other loans will be taken care  
of separately.

J Chamberlin  
8/31/08

(5)



1997 Dodge Ram Bought with commercial 5<sup>th</sup> wheel hitch (hitch value \$2,195.00) Truck sold by American General with hitch removed by Mr. Haines. De-valued vehicle by \$2,195.00

(6)

Customer's name: Lori A. Chamberlin  
 Address: 211 N. Vanessa Dr Pleasant Gap PA 16823  
 Account number: 13474917

### NOTICE OF REPOSSESSION

Dear customer,

We have in our possession the 1997 dodge Ram, because the payments on the account were past due. This automobile is now stored at Nittany Valley Self Storage, and will be held for 15 days until the close of business 01-12-07.

You have the right to redeem this motor vehicle and terminate the account by paying the balance in full, which amounts to \$ 13,657.54.

Please get in touch with the undersigned immediately with reference to paying this account and redeeming the automobile.

If you do not redeem the automobile within 15 days, we intend to resell it as indicated below.

#### Intended Disposition (check one)

A. Public Sale. The above-described motor vehicle will be offered for sale to the public at 5:00 o'clock P.m. on Feb - 12th, 2007 at 101 N Allegheny St Belfonte (time of sale) (date of sale) (place of sale) PA 16823 American General Fin. Srv.

B. Private Sale. The above-described motor vehicle will be offered for private sale after o'clock .m. on \_\_\_\_\_.

Belinda Brown  
(Manager's Signature)

American General Financial Services

101 N Allegheny St Belfonte PA  
(Corporate Branch Name and Address)  
16823

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CENTRE

Mag. Dist. No.	49-3-02
MDJ Name: Hon.	Daniel Hoffman
Address:	3555 Bemer Pike Ste. C Bellefonte, PA 16823
Telephone:	(814) 355-6739

FILING COSTS	AMOUNT	DATE PAID
POSTAGE	\$ 140.00	1/15/07
SERVICE COSTS	\$	1/1
CONSTABLE ED.	\$	1/1
TOTAL	\$	1/1

Pa.R.C.P.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 8,000 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

Account Opened: April 7, 2005

Payment Amount: 456.17

Length of Contract: 48 months

Customer Currently Past Due For \$ 1426.86 for 9/11/06

I, Belinda Brown verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

Belinda Brown

(Signature of Plaintiff or Authorized Agent)

Plaintiff's  
Attorney:

Tracey Benson

Telephone:

814-355-5474

Address:

124 N. Allegheny St.  
Bellefonte, PA 16823

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

PLAINTIFF:

NAME AND ADDRESS Phone Number

American General Finance Cons. Disc Co.  
101 N. Allegheny St.  
Bellefonte, PA 16823-1626

(814) 355-4784

DEFENDANT:

Charles Naines Jr.  
727 N. Spring St  
Bellefonte, PA  
16823

NAME AND ADDRESS Phone Number

Lori Chaiuberling  
211 N. Vanessa Dr.  
Picasant Gap, PA  
16823

Docket No.: CV-26-07

Date Filed: 1-15-07

Filed/Received in  
Magisterial Court 49-3-02

JAN 15 2007

Centre County  
Bellefonte, PA

ea

CBG

ea

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: CENTRE

Mag. Dist. No.:

49-3-02

MDJ Name: Hon.

DANIEL HOFFMAN

Address: 3555 BENNER PIKE STE C  
BELLEFONTE, PA

Telephone: (814) 355-6739 16823

LORI CHAMBERLAIN  
211 N. VANESSA DR  
PLEASANT GAP, PA 16823

NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE

PLAINTIFF:

AMERICAN GENERAL FINANCE  
101 N. ALLEGHENY ST  
BELLEFONTE, PA 16823

9

VS.

DEFENDANT:  
HAINES, JR., CHARLES, ET AL.  
727 N SPRING ST  
BELLEFONTE, PA 16823

NAME and ADDRESS

Docket No.: CV-0000026-07  
Date Filed: 1/15/07



THIS IS TO NOTIFY YOU THAT:

Judgment: **DEFAULT JUDGMENT PLTF**

(Date of Judgment) **3/06/07**

<input checked="" type="checkbox"/> Judgment was entered for: (Name) <u>AMERICAN GENERAL FIN, ANCE</u>	<table border="0"> <tr> <td>Amount of Judgment</td> <td>\$ <u>8,000.00</u></td> </tr> <tr> <td>Judgment Costs</td> <td>\$ <u>140.00</u></td> </tr> <tr> <td>Interest on Judgment</td> <td>\$ <u>.00</u></td> </tr> <tr> <td>Attorney Fees</td> <td>\$ <u>.00</u></td> </tr> </table>	Amount of Judgment	\$ <u>8,000.00</u>	Judgment Costs	\$ <u>140.00</u>	Interest on Judgment	\$ <u>.00</u>	Attorney Fees	\$ <u>.00</u>
Amount of Judgment		\$ <u>8,000.00</u>							
Judgment Costs	\$ <u>140.00</u>								
Interest on Judgment	\$ <u>.00</u>								
Attorney Fees	\$ <u>.00</u>								
<input checked="" type="checkbox"/> Judgment was entered against: (Name) <u>CHAMBERLAIN, LORI</u> in the amount of \$ <u>8,140.00</u>									
<input type="checkbox"/> Defendants are jointly and severally liable.	Amount of Judgment								
<input type="checkbox"/> Damages will be assessed on Date & Time _____	Judgment Costs								
<input type="checkbox"/> This case dismissed without prejudice.	Interest on Judgment								
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____	Attorney Fees								
<input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____	Total								
	Post Judgment Credits								
	Post Judgment Costs								
	<u>8,140.00</u>								
	Certified Judgment Total \$ _____								

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGEMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

3/06/07

Date

*Dan Hoffman*, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

5/16/07

Date

*Dan Hoffman*, Magisterial District Judge

My commission expires first Monday of January, 2013

SEAL

AOPC 315-06

DATE PRINTED: 5/16/07 9:41:00 AM

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CENTRE**

Mag. Dist. No.:

**49-3-02**

MDJ Name: Hon.

**DANIEL HOFFMAN**

Address: **3555 BENNER PIKE STE C  
BELLEFONTE, PA**

Telephone: **(814) 355-6739 16823**

**LORI CHAMBERLAIN  
211 N. VANESSA DR  
PLEASANT GAP, PA 16823**

AM

Plaintiff did receive some

IN Payment. Balance due is

JU \$5,783.98 + \$172.50 = \$5956.48

OF

*5956.48 + Sheriff's costs = 6152.56*

**ORDER OF EXECUTION /  
NOTICE TO DEFENDANT**

PLAINTIFF:

**AMERICAN GENERAL FINANCE  
101 N. ALLEGHENY ST  
BELLEFONTE, PA 16823**

NAME and ADDRESS

(10)

DEFENDANT:

**HAINES, JR., CHARLES, ET AL.  
727 N SPRING ST  
BELLEFONTE, PA 16823**

NAME and ADDRESS

Docket No.: **CV-0000026-07**  
Date Filed: **1/15/07**



Judgment Date: **3/06/07**

Sheriff/Certified Constable:

**SHERIFFS CENTRE COUNTY**

Phone Number:

**(814) 355-6803**

TO **DANIEL HOFFMAN**

, MAGISTERIAL DISTRICT JUDGE:

The plaintiff, having obtained a judgment against defendant for payment of money in the above amount, requests you to issue an ORDER OF EXECUTION thereon. DATE REQUEST FILED **5/15/07**

TIME FILED **1:27PM**

(Signature on File)

(Plaintiff)

**ORDER OF EXECUTION**

TO **SHERIFFS CENTRE COUNTY**

, SHERIFF/CERTIFIED CONSTABLE:

To satisfy the above judgment, interest and costs, you are directed to levy upon property of the defendant subject to levy under PA. R. C. P. D. J. No. 406 and to sell defendant's interest therein.

DATE **5/16/07**

*Dan Hoffman*  
**MAGISTERIAL DISTRICT JUDGE**

Received by

(Sheriff/Certified Constable)

, ON

(Date)

AT \_\_\_\_\_ M.

(Time)

**NOTICE TO DEFENDANT**

PLEASE SEE ATTACHED PAGE FOR INFORMATION

REGARDING YOUR RIGHTS CONCERNING PERSONAL PROPERTY, EXEMPTIONS AND LEGAL ADVICE.

You may feel that you need the advice of a lawyer in this matter. If you do not have a lawyer and cannot afford one, go to or telephone the office set forth below to find where you can get legal help.

(Name)

(Address)

(Telephone)

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

RECEIPT OF PAYMENT

(14)

Mag. Dist. No.:

**46-3-03**

MDJ Name: Hon.

**MICHAEL A. RUDELLA**

Address: **131 ROLLING STONE ROAD  
PO BOX 210  
KYLERTOWN, PA**

Telephone: **(814) 345-6789**

**16847-0444**



**REMITTER**

**LORI A. CHAMBERLIN  
211 N. VANESSA DR.  
PLEASANT GAP, PA 16823**

Docket No.: **CV-0000039-08**  
Date Filed: **2/20/08**

RECEIPT NO:	148022	DATE:	2/20/08	PAGE:	1
SOURCE:	<b>PAID AT WINDOW</b>			AMOUNT RECEIVED:	\$ <b>132.00</b>
METHOD:	<b>PAID BY CHECK</b>			AMOUNT APPLIED:	\$ <b>132.00</b>
CHECK#:	<b>04025</b>			COLLATERAL APPLIED:	\$ <b>.00</b>
MANUAL RECEIPT#:				CHANGE:	\$ <b>.00</b>
CITATION#:				NEXT PAYMENT AMOUNT:	
COSTS INCLUDED ON:				NEXT PAYMENT DATE:	
				NEXT PMT TYPE:	

PAYMENT DESCRIPTION	BALANCE FWD	AMT APPLIED	CURRENT BAL
JUDICIAL COMPUTER PROJECT	8.00	8.00-	.00
ACCESS TO JUSTICE	2.00	2.00-	.00
POSTAGE	12.00	12.00-	.00
COMMONWEALTH COST- HB627	73.35	73.35-	.00
FILING FEES 17-CTY	36.65	36.65-	.00
=====	=====	=====	=====
<b>TOTAL</b>	<b>132.00</b>	<b>132.00-</b>	<b>.00</b>

CURRENT BALANCE DUE .00

RECV'D FROM CHAMBERLIN, LORI A.

KAP THANK YOU!

DATE PRINTED: **2/20/08 12:20:46 PM**

AOPC 450-99



15

August 27, 2007

*Re: Account #13474917*

*Charles Haines, Jr.  
Lori Chamberlain*

*To Whom It May Concern:*

*Lori Chamberlain has paid a total of \$5040.02 on the above account broken down as follows:*

*\$4000.00 on June 5, 2007  
\$1040.02 on August 16, 2007*

*The next payment is due on their account on September 11, 2007 and the present balance is \$812.21. If you should have any further questions please do not hesitate to let me know.*

*Sincerely,*

*Belinda Brown*  
Belinda Brown  
Manager

## LOAN AGREEMENT AND DISCLOSURE STATEMENT



DATE 10/31/02	ACCOUNT NUMBER 13474917	TYPE OF LOAN (Alpha) H00
LENDER/SECURED PARTY NAME AND ADDRESS ("Lender") AMERICAN GENERAL CONSUMER DISCOUNT COMPANY 101 N ALLEGHENY ST BELLEFONTE, PA 16823-1626		LENDER'S TELEPHONE NUMBER 814-355-4784
BORROWER(S) NAME AND ADDRESS ("I", "We") CHARLES R HAINES JR LORI A CHAMBERLIN 211 N VANESSA DR PLEASANT GAP, PA 16823		

I will read this entire Loan Agreement and Disclosure Statement ("Agreement") and all related documents carefully. If I have any questions, I will ask them before I sign any of these documents. By signing, I am indicating my agreement to the statements, promises, terms, and conditions contained in the documents I sign.

### TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.
23.99 %	\$ 5224.80	\$ 7200.00	\$ 12424.80

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
60	\$ 207.08	monthly beginning 11/30/02

LATE CHARGE:  If any payment is not paid in full within 10 days after its due date, you will pay 1.50 % per month of the unpaid amount of the payment, but not more than \$ N/A or less than \$ 1.00.

If any payment is not paid in full within \_\_\_\_\_ days after its due date, I will be charged \$ \_\_\_\_\_ if the entire scheduled payment exceeds \$ \_\_\_\_\_ or \$ \_\_\_\_\_ if the entire scheduled payment is \$ \_\_\_\_\_ or less.

PREPAYMENT: If I pay off early:

I may  I will not have to pay a penalty or minimum charge.

I may  I will not get a refund or credit of part of the finance charge.

SECURITY: I am giving Lender a security interest in:

Real estate located at:

Year	Make	Model	Vehicle Identification No.
1998	FORD TRUCK	F250 PICKU	1FTRF2769WNA49091

Motor Vehicles

DATE 04/07/05	ACCOUNT NUMBER 13474917	TYPE OF LOAN (Alpha) H00
LENDER/SECURED PARTY NAME AND ADDRESS ("Lender") AMERICAN GENERAL CONSUMER DISCOUNT COMPANY 101 N ALLEGHENY ST BELLEFONTE, PA 16823-1626		LENDER'S TELEPHONE NUMBER 814-355-4784
BORROWER(S) NAME AND ADDRESS ("I", "We") CHARLES R HAINES JR LORI A CHAMBERLIN 211 N VANESSA DR PLEASANT GAP, PA 16823		

I will read this entire Loan Agreement and Disclosure Statement ("Agreement") and all related documents carefully. If I have any questions, I will ask them before I sign any of these documents. By signing, I am indicating my agreement to the statements, promises, terms, and conditions contained in the documents I sign.

## TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of my credit as a yearly rate. 23.99 %	The dollar amount the credit will cost me. \$ 7901.48	The amount of credit provided to me or on my behalf. \$ 13994.68	The amount I will have paid after I have made all payments as scheduled. \$ 21896.16

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
48	\$ 456.17	monthly beginning 05/07/05

LATE CHARGE:  If any payment is not paid in full within 10 days after its due date, you will pay 1.50 % per month of the unpaid amount of the payment, but not more than \$ N/A or less than \$ 1.00.

If any payment is not paid in full within \_\_\_\_\_ days after its due date, I will be charged \$ \_\_\_\_\_ if the entire scheduled payment exceeds \$ \_\_\_\_\_ or \$ \_\_\_\_\_ if the entire scheduled payment is \$ \_\_\_\_\_ or less.

PREPAYMENT: If I pay off early:

I may  I will not have to pay a penalty or minimum charge.  
 I may  I will not get a refund or credit of part of the finance charge.

SECURITY: I am giving Lender a security interest in:

Real estate located at:

Year	Make	Model	Vehicle Identification No.
1997	DODGE TRUC	RAM 3500 P	3B7MC33W8VM515813

## THIS AGREEMENT IS SUBJECT TO THE FEDERAL ARBITRATION ACT.

By signing below, I acknowledge receipt of a copy of this Federal Disclosure Statement.

Charles R Haines  
Borrower

Lori A Chamberlin  
Co-Borrower

SEE REVERSE SIDE FOR ADDITIONAL DISCLOSURES