

03-1900-CD  
FRANKLIN EQUITY LEASING COMPANY vs. MICHELLE R. MILLER

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

FRANKLIN EQUITY LEASING COMPANY  
d/b/a FELCO AUTOLEASE

Plaintiff

vs.

MICHELLE R. MILLER

Defendant

No. 03-1900-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan  
PA ID#47437  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
WWR#02560574

**FILED**

**DEC 31 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

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

FRANKLIN EQUITY LEASING COMPANY  
d/b/a FELCO AUTOLEASE

Plaintiff

No.

vs.

MICHELLE R. MILLER

Defendant

**COMPLAINT IN CIVIL ACTION AND 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.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

LAWYER REFERRAL SERVICE  
PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

## COMPLAINT

1. Plaintiff is a corporation with offices at 7777 Bonhomme Avenue, 24th Floor, St. Louis, MO 63105-0000.

2. Defendant is an adult individual residing at RR 1, Box 7, Irvona, CLEARFIELD County, PA 16656.

3. On or about August 14, 1997, the parties entered into a written Closed-End Lease Agreement (hereinafter referred to as the "Agreement") for the lease of a 1997 Dodge Ram 1500 Pickup, more particularly identified in the Agreement, a true and correct copy of which is attached hereto, marked as Exhibit "1" and made a part hereof.

4. By the terms of the Agreement, Defendant was to make sixty (60) payments of \$358.87, commencing \$21,532.20, and to pay certain license fees due at the inception of the lease and during the lease term.

5. The terms of said Agreement provide for termination upon satisfaction by Defendant of all obligations provided thereunder and upon the return of the vehicle by Defendant to Plaintiff at the end of the lease term, which term would end sixty (60) months after it commenced.

6. Plaintiff avers that Defendant defaulted under the terms of the Lease Agreement by failing to make payment to Plaintiff as promised.

7. Due to the Defendant's default under the Agreement, Plaintiff exercised its right to terminate the Lease.

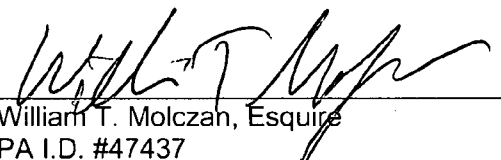
8. After calculating the early termination charges due Plaintiff pursuant to the terms of the Lease, Plaintiff avers that a deficiency balance of \$8,823.75 as of April 9, 2002 is due from Defendant.

9. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, interest or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, Michelle R. Miller, individually, in the amount of \$8,823.75 with appropriate continuing interest thereon at the legal rate 6.00% per annum April 9, 2002 plus costs.

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

WELTMAN, WEINBERG & REIS, CO., L.P.A.



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William T. Molczan, Esquire

PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#02560574



# FELCO Autolease

B- 14-206  
CLOSED END  
MOTOR VEHICLE LEASE  
AGREEMENT AND DISCLOSURE

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_\_ day of August 14, 1997, by and between FRANKLIN EQUITY LEASING CO. of 367 Mansfield Ave. Pittsburgh PA 15220

(HEREINAFTER CALLED "LESSOR"), and Michelle R Miller

of RR-1 BOX 7 IRVONA PA 16656 (814) 672-5854

(hereinafter CALLED "LESSEE"). Lessor(s) and Lessee(s) are hereinafter collectively called the "Parties." The parties acknowledge that Stoltz Of DuBois

is the Supplier of the leased motor vehicle and is an additional Lessor for the sole purposes of disclosure under the Federal Consumer Leasing Act and execution of this Lease on behalf of Lessor. Lessee acknowledges that Supplier is not Lessor's agent for purpose of any representations inducing Lessee to execute or explaining this Lease.

IT IS AGREED BY THE PARTIES AS FOLLOWS:  
Lessor agrees to and does lease to Lessee, and Lessee agrees to and does lease from Lessor upon and under the terms and conditions as contained below and as contained on the reverse side hereof, the Motor Vehicle described as follows:

1) DESCRIPTION OF MOTOR VEHICLE:

<input type="checkbox"/> CAR <input type="checkbox"/> TRUCK	<input type="checkbox"/> GAS <input type="checkbox"/> DIESEL	1997	8	Dodge Truck	Ram 1500 Club Cab	Black	3B7HF13Z0VG823788
<input type="checkbox"/> AIR COND. <input type="checkbox"/> AUTOMATIC <input type="checkbox"/> CD PLAYER <input type="checkbox"/> SUNROOF <input type="checkbox"/> TILT <input type="checkbox"/> <input type="checkbox"/> PWR WINDOWS <input type="checkbox"/> CRUISE <input type="checkbox"/> VINYL ROOF <input type="checkbox"/> RADIO <input type="checkbox"/> 4 WD <input type="checkbox"/>							
<input type="checkbox"/> BUSINESS <input type="checkbox"/> PERSONAL <input type="checkbox"/> FARMING							

2) LIMITATION OF WARRANTIES. The manufacturer's warranties with respect to the vehicle are available from the dealership supplying the vehicle. Lessee acknowledges that he/she has selected the vehicle relying solely upon the manufacturer's warranties and representations. Lessee expressly agrees that there are no warranties other than the manufacturer's warranty, and that Lessor shall not be liable to Lessee for any loss, cost or damage arising from or related to the possession, use or loss of use of the vehicle. Lessee shall not set off such loss, cost or damage against any sums due Lessor under the terms of this Lease Agreement. Lessor agrees that all warranties, agreements and representations, if any, made by the manufacturer to Lessee or Lessor are hereby assigned to Lessee and may be enforced by Lessee. LESSOR SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS OR USE FOR ANY PARTICULAR PURPOSE.

3) PAYMENT AND LEASE TERM; COST OF LEASE

1	ADVANCE PAYMENT	<input type="checkbox"/> CAPITALIZED COST REDUCTION <input type="checkbox"/> TRADE IN	\$	0.00	9	BASE MONTHLY RENT	\$	329.24
2	ADMINISTRATIVE FEE (IF PAID)	<input type="checkbox"/> SALES TAX \$ 0.00 (1A)	\$	N/A	10	MONTHLY SALES TAX	+	\$ 29.63
3	SECURITY DEPOSIT (REFUNDABLE ON LESSEE'S COMPLIANCE WITH LEASE)	<input type="checkbox"/> INCLUDE SALES TAX OF \$ N/A (2A)	+	\$ 375.00	11	MONTHLY TAXES & FEES: 11B LICENSE FEE: <input type="checkbox"/> 11A PROPERTY TAX <input type="checkbox"/> 11C LUXURY TAX: <input type="checkbox"/> (CHECK BOX IF INCLUDED)	+	\$ 0.00
4	FIRST MONTHLY RENTAL PAYMENT		+	\$ 358.87	12	TOTAL MONTHLY RENTAL PAYMENT	=	\$ 358.87
5	LAST MONTHLY RENTAL PAYMENT		+	\$ 0.00	13	LEASE TERM	X	60 MONTHS
6	LICENSE FEES DUE AT LEASE INCEPTION		+	\$ 126.50	14	TOTAL RENTAL PAYMENT	=	\$ 21532.20
7	MECHANICAL BREAKDOWN PROTECTION CONTRACT (IF PAID)		+	\$ 0.00	15	RESIDUAL VALUE	\$	12447.60
			=	\$ 860.37	16	MONTHLY TERMINATION FACTOR	\$	174.09

THE FOLLOWING OFFICIAL FEES AND TAXES ARE PAYABLE BY LESSEE:

ESTIMATED REGISTRATION & LICENSE FEES FOR LEASE TERM	ESTIMATED SALES TAX OBLIGATION (10 X 13 + 1A + 2A)	ESTIMATED PROPERTY TAX OBLIGATION	LUXURY TAX	ESTIMATED TOTAL FEES AND TAXES PAYABLE BY LESSEE
17 \$ 430.00	18 \$ 1777.80	19 \$ 0.00	20 \$ 0.00	\$ 2207.80

MECHANICAL BREAKDOWN. Although not required under the Lease, Lessee may purchase a contract for the repair of certain major mechanical breakdowns of the vehicle and to cover some related expenses for the term of the Lease. If purchased, Lessee has reviewed the terms of the coverage which are contained in a separate contract, a completed copy of which Lessee has or will receive.

☐ Lessee elects to purchase mechanical breakdown protection by advance payment for the price of \$ N/A LESSEE'S INITIALS X \_\_\_\_\_

☐ Lessee elects to purchase mechanical breakdown protection to be paid during the lease term as a part of the monthly lease payment for the cash price of \$ 0.00 LESSEE'S INITIALS X \_\_\_\_\_

☒ Lessee does not elect to purchase mechanical breakdown protection. LESSEE'S INITIALS X M

OTHER CHARGES PAYABLE TO LESSOR. At the time of Lease termination, the Lessee may be liable for an Excess Mileage Charge, a Damage Charge and a Disposition Charge of \$250 pursuant to paragraph 5 below.

4) MONTHLY RENTAL PAYMENT. The first monthly rental payment is due upon execution of this Lease Agreement. The next payment is due on the ☐ 1st ☐ 5th ☐ 10th ☒ 15th ☐ 20th day of 9/15/97, 1997 with all subsequent payments due on the same day of each month thereafter. All monthly rental payments shall be paid to Lessor at the address designated above. Retention of the vehicle past the end of lease term is prohibited. If the Lessee retains possession of the vehicle past the End of the Lease Term, the Lessee agrees to continue to pay the monthly rental payment and, in addition, shall pay to Lessor any damage which Lessor may incur by reason of such retention. Lessee shall pay all monthly rental payments and other payments specified in this Agreement without deduction, setoff, or demand.

5) STANDARDS OF WEAR AND USE AND END OF TERM LIABILITY. This Lease will commence upon execution of this Lease Agreement and will terminate at the expiration of the number of months shown in item #13 in paragraph 3 above, unless terminated earlier. At the end of the lease term, Lessee shall pay to Lessor:

(a) EXCESS MILEAGE CHARGE: An amount equal to 12 cents for each mile the vehicle is driven in excess of Lessor in excess of 1250 miles per month (or the number of miles per month here indicated, if filled in and initialized by Lessor: \_\_\_\_\_); Lessor's initials \_\_\_\_\_ and \_\_\_\_\_

(b) DAMAGE CHARGE: The cost to place the vehicle in good working condition, which means that it is legally operable and saleable under all applicable law and without unreasonable or excessive wear. Should unreasonable or excess wear or use occur or should any equipment be missing or inoperable, Lessee shall pay Lessor for necessary repairs and replacements whether or not such repairs or replacements are made. Unreasonable or excessive wear and use shall include but not be limited to: (i) failure to comply with the manufacturer's maintenance and operational manual; (ii) not returning the vehicle in the same condition as received, ordinary wear and tear excepted; (iii) having any tire which is not of a matching set of five (5) or has less than 1/8 inch of tread remaining at its shallowest point in each; (iv) any scratches, dents, chips or rusted areas, for series thereof over one inch long or mismatched paint or special identification; (v) broken or dented grill, cracked or broken windows and windshields or inoperative window mechanisms or broken head and tail lights; (vi) seats, headliners, door panels or carpeting which is worn or damaged beyond ordinary wear and tear or burned.

EXHIBIT

default, as defined in paragraph 22.

If early termination of the Lease Agreement occurs, Lessee shall pay to Lessor as an early termination charge:

- (a) All unpaid amounts then due under the Lease, PLUS;
- (b) All remaining unpaid monthly rental payments scheduled to be due after the date of termination PLUS;
- (c) The disposition charge of \$250, unless the Lessee purchases the vehicle, PLUS;
- (d) The residual value (item 15 in paragraph 3), PLUS;
- (e) Any title fees and taxes incurred in connection with the early termination or sale of the vehicle, LESS;

(f) The unearned amount of the Lease Charge (described below) determined by the sum-of-the-digits method (Rule of 78's), except that if early termination occurs during the first 12 months of the Lease term, the unearned amount of the Lease Charge shall be computed as if termination had occurred immediately after the 12th month, LESS;

(g) The Realized Value (described below) of the Vehicle.

The Lease Charge is the product of the monthly rent (item 9 in paragraph 3) multiplied by the Lease term (item 13) LESS the product of the monthly termination factor (item 16 in paragraph 3) multiplied by the Lease term (item 13 in paragraph 3).

If the Lease Agreement is terminated upon Lessee's default, Lessee shall, in addition, pay all costs of collection and all other expenses, including reasonable attorney's fees, incurred by Lessor resulting from the default, and shall pay interest at the maximum rate allowed by applicable law from the due date on any unpaid sums due under the terms of this Agreement. If upon termination of the Lease, the Lessee fails to deliver the vehicle to Lessor in accordance with paragraph 17, the Lessee shall pay, in addition to all of the other amounts due hereunder, the cost incurred by Lessor in transporting the vehicle to the place to which Lessee was required to deliver it.

7) **REALIZED VALUE.** Upon early termination of the Lease and return of the vehicle, Lessor shall determine the net proceeds of the sale of the vehicle at wholesale or retail by the Lessor or the wholesale value of the vehicle or the amount received by the Lessor from insurance on the vehicle, at Lessor's option, which amount shall be deemed to be the Realized Value.

If the Lessee disagrees with the wholesale value of the vehicle determined by the Lessor, the Lessee may obtain and pay for an appraisal of the wholesale value from an independent third party agreed to by Lessor and Lessee within 10 business days of having received notice of the wholesale value and that amount shall be used to determine the early termination charge.

8) **OWNERSHIP OF VEHICLE.** Title to the leased vehicle remains in the name of Lessor or a subsidiary.

9) **INSURANCE.** Lessee agrees to procure, at his/her own expense, and maintain in full force and effect until the vehicle is returned to Lessor, the following insurance from companies and in form acceptable to Lessor:

(a) A policy of public liability and property damage insurance protecting the interests of Lessor, Lessee and Lessee's drivers with limits of not less than \$100,000 for injury to or death of one person, \$300,000 for all persons injured or killed in the same accident and not less than \$50,000 for damage, destruction and loss of use of property of third persons as a result of any one accident.

(b) A policy of collision insurance with a deductible amount not in excess of \$500. Lessee shall be liable for the deductible amount.

(c) A policy of fire, theft and comprehensive insurance with a deductible amount not in excess of \$250. Lessee shall be liable for the deductible amount.

All required insurance shall identify the Lessor as an Additional Insured and Loss Payee. Lessee shall furnish to Lessor satisfactory evidence of the required insurance. The proceeds of any insurance received by Lessor on account of any loss or casualty which has been made good by Lessee shall be released to Lessee upon appropriate proof, unless at the time the Lessee is in default hereunder, in which case there shall be deducted from said proceeds any amounts owing to Lessor.

Lessee hereby gives Lessor a Limited Power of Attorney for the acceptance and endorsement of any check or draft payable to the Lessee and/or Lessor for full or partial settlement of any claim against Lessee's insurance carrier on the vehicle to offset any amounts which may then be due under the terms of this Lease Agreement.

10) **LATE CHARGE, COLLECTION CHARGES, RETURNED CHECKS, AND SECURITY DEPOSIT.** Any payment not made by Lessee within 10 days of the due date shall be subject to a late charge of 5% of the late payment or \$5.00 whichever is greater or the maximum allowed by state law, if less. If Lessee's delinquency requires additional collection calls or activity, a charge determined on the basis of the costs incurred and in accordance with Lessor's then collection charge schedule may be made. All returned checks will be subject to a returned check handling charge of \$20.00 or at an amount as furnished the Lessee from time to time. The security deposit may be retained by Lessor if any payment is not made within 10 days of the due date or upon any other event of default.

11) **MAINTENANCE, EXPENSES, FEES, TAXES, LICENSES AND INSPECTIONS.** Lessee agrees:

(a) To maintain the vehicle according to the manufacturer's maintenance directions, to repair any damage to the vehicle and to pay all the costs of this maintenance and repair unless Lessor has agreed to do so by separate written maintenance agreement;

(b) To pay all expenses incurred in the use and operation of the vehicle including but not limited to gasoline, oil, tires, storage, parking, towing, tolls and fines;

(c) To accomplish and to pay for annual registration and licensing of the vehicle in the Lessor's name, unless Lessor has agreed in writing to do so;

(d) To obtain and pay for all inspections of the vehicle required by any governmental body and to pay any other tax or governmental charge applicable to the vehicle, and;

(e) To permit Lessor to inspect the vehicle at all reasonable times and intervals requested by Lessor.

12) **OPTION TO PURCHASE.** Provided this lease is not then in default and Lessee has paid all amounts due hereunder, the Lessee may purchase the vehicle at the end of the lease term for cash at a purchase price equal to the greater of (1) the Residual Value in paragraph 3 or (2) the vehicle's then wholesale or trade-in N.A.D.A. Used Car Guide value (with accessories) plus any applicable taxes.

13) **USE OF VEHICLE.** Lessee agrees that he will not use or permit the use of the vehicle (a) outside the United States and Canada; (b) for the transportation for hire of goods or passengers; (c) for any unlawful purpose; (d) in violation of any law or contrary to the provisions of the applicable insurance policy; (e) outside the state of Lessee's present residence for a continuous period exceeding 30 days without the Lessor's prior written consent.

14) **SAFE DRIVERS.** Lessee represents that he/she has a valid driver's license and agrees that he/she shall permit the vehicle to be operated only by drivers known by Lessee to be safe, careful and validly licensed. Lessee acknowledges that he/she is responsible for selecting and controlling any drivers of the vehicle and all such drivers are conclusively presumed to be agents of Lessee only. Lessee shall require his/her drivers to operate the vehicle with reasonable care and diligence.

Lease Agreement. For purposes of computation of all sums due, the "base" shall be deemed terminated on the date notice is received. Any insurance proceeds may be applied by Lessor to any sums due. Lessor may take possession of and dispose of any wreckage in any commercially reasonable manner and Lessee will be liable for any resulting costs or additional amounts due. Only if "Personal" use is indicated in paragraph 1 and if, at the time the vehicle is stolen or destroyed, it is insured in accordance with this Lease Agreement which is not then in default and if the driver is not in violation of state laws relating to motor vehicle licensing or operation, then the Lessor will accept as payment in full of this Lease obligation the Actual Cash Value paid by the vehicle insurance, except that the Lessee will be obligated to pay the amount of the deductible on the insurance policy, any unpaid Lease payment at the date of loss and any taxes or other charges incurred up to the date of loss.

16) **SUBSTANTIAL DAMAGE TO VEHICLE.** If the vehicle is substantially damaged so that Lessee believes that it may not be repairable, he/she shall promptly notify Lessor. Lessor shall make the conclusive determination as to whether the vehicle is repairable. If Lessor determines the vehicle is not repairable, it shall be considered lost for purposes of the preceding paragraph. Otherwise, Lessee will be obligated to have the vehicle repaired.

17) **RETURN OF VEHICLE AND CONDITION ON RETURN.** On termination of the Lease, Lessee shall deliver the vehicle to Lessor's address on the reverse side or such other place as Lessor shall specify. Lessee shall return the vehicle in as good condition as when first received, ordinary wear and tear excepted, and in a condition so that it is legally operable and saleable under any applicable law. Upon return, the vehicle shall be in good working condition (as defined in paragraph 5(b)) with no missing or damaged parts and accessories.

18) **NOTICE OF ACCIDENTS AND COOPERATION.** Lessee agrees that he/she and his/her agents shall cooperate fully with Lessor and any insurance carriers in the investigation and defense of any claim arising from the use or operation of the vehicle, and shall make a report to Lessor within 24 hours after any accident with the fullest information available on the accident or damage, and promptly shall deliver to Lessor any papers or notices delivered to Lessee or Lessee's agents in connection with any claim commenced or threatened against Lessee or Lessor arising out of Lessee's use or operation of the vehicle.

19) **INDEMNITY AGREEMENT.** Lessee agrees to defend, to indemnify and to hold harmless Lessor and its agents from and against any and all losses, claims, demands and expenses (including legal expenses) and for any fines and penalties arising out of the condition, maintenance, use or operation of the vehicle.

20) **ASSIGNMENT.** Lessee agrees that he/she will not assign, transfer, convey, sublet or otherwise encumber his/her rights under this Lease Agreement or permit any lien to attach to those rights or affect them. Lessor may assign or transfer its rights and interest under this Lease Agreement without notice to Lessee.

21) **EXPENSES INCURRED BY LESSOR.** Lessor is not required to, but may take any action required to be done by Lessee (without liability for anything done or omitted in taking the action) and incur any resulting expense. This includes but is not limited to the acquisition of any required insurance, registration of the vehicle, repair of the vehicle, or payment of any tax or other charges payable by Lessee. Any such expense incurred shall be repayable by Lessee on demand, together with interest thereon at the maximum rate allowed by applicable law from the date of such demand. The rights granted by this paragraph are not a waiver of any other rights of Lessor arising from breach of any of the provisions of this Lease Agreement by Lessee.

22) **DEFAULT BY LESSEE.** Time is of the essence in this Lease Agreement. Any of the following are Events of Default:

(a) Failure by Lessee to perform any covenant or agreement herein;

(b) Death or incompetence of Lessee or Guarantor;

(c) Any information given by or on behalf of Lessee on any credit application, financial statement or in this Agreement, is false or incorrect;

(d) Seizure, levy or confiscation under any legal or governmental process against Lessee or against the vehicle;

(e) Lessee or Guarantor becoming insolvent or the subject of any bankruptcy or insolvency proceeding, or making an assignment for the benefit of creditors, or Lessee being named in, or the vehicle being subjected to, a suit for the appointment of a receiver;

(f) Lessor deems the vehicle in danger of misuse, confiscation, or unreasonable depreciation;

(g) Failure by Lessee to accurately complete and return to Lessor the Odometer Disclosure Statement described in Paragraph 23.

23) **LESSOR'S RIGHTS AND REMEDIES UPON DEFAULT.** Upon an Event of Default, Lessor shall have all rights and remedies provided by law, and without limiting the generality of the foregoing, shall be entitled as follows:

(a) Lessor may terminate this Agreement without notice to Lessee and may collect from Lessee all amounts due upon such termination as described in paragraph 6;

(b) Lessee's right to use the vehicle shall cease and Lessee agrees at the request of Lessor to return the vehicle to Lessor;

(c) Lessor is authorized to enter any premises where the vehicle is or may be found and take possession of the vehicle together with its contents without notice, demand or legal proceeding. Lessor may take temporary custody of anything found in the vehicle. Lessee waives all claims for damages due to or arising from the taking of the vehicle or its contents;

(d) Lessor may apply the Security Deposit toward payment of any amount due hereunder;

(e) Lessor may cancel any mechanical breakdown protection coverage, obtain the refund for unearned premiums and apply it to amounts due hereunder.

24) **NO WAIVER.** The failure of either party hereto to insist upon the performance of any of the terms of this Lease Agreement, or the waiver of any breach of any of the terms of this Lease Agreement, shall not be construed as thereafter waiving any such terms, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

25) **AUTHORITY TO SIGN.** If Lessee is a corporation, the person signing the Lease on behalf of such corporation hereby warrants that he/she has full authority from the corporation to sign this Lease Agreement and to obligate the corporation.

26) **ENTIRE AGREEMENT.** This Lease Agreement contains the entire agreement of the parties and may not be amended, modified or revoked without the consent in writing of Lessor and Lessee.

27) **APPLICABLE LAW AND SEVERABILITY.** This Lease shall be construed, interpreted and determined by the laws of the state of Lessor's address set forth in this Lease Agreement on the reverse side. If any provision of this Lease shall be declared contrary to law, it is agreed that such provision shall be disregarded and this Lease shall continue in force as though such provision had not been incorporated herein.

28) **JOINT LESSEES.** If more than one Lessee signs this agreement, each Lessee acknowledges that their liability is joint and several.

29) **MILEAGE DISCLOSURE.** Federal Law requires that the Lessee disclose the mileage to the Lessor in connection with the transfer of ownership of the leased vehicle by completing a Disclosure Form submitted to the Lessee by the Lessor. Lessee agrees to complete, and sign and return to Lessor such a form whenever submitted by Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the date first set forth on the reverse side, Lessee has read this agreement and acknowledges receipt of a completely filled in copy and hereby acknowledges delivery of, and accepts in good operating order and condition, the leased vehicle described herein.

LESSOR(S):

FRANKLIN EQUITY LEASING CO.

By Service Dept.

By Michael R. Miller

(Dealer, as Supplier and as Agent of Lessor, solely for the purposes set forth above.)

By Michael R. Miller

By Michael R. Miller

ODOMETER READING AT TIME OF DELIVERY: 25 miles.

LESSEE

By Michael R. Miller

By Michael R. Miller

By Michael R. Miller

By Michael R. Miller

By Michael R. Miller

The undersigned guarantees payment to Lessor of all liabilities and indebtedness of the above Lessee under the terms of this Lease. Lessor shall not be required to exhaust its recourse or take any action against the Lessee before being entitled to payment by the undersigned of all amounts hereby guaranteed. Notice of default on the part of the Lessee is hereby waived and the undersigned agrees to remain bound notwithstanding any extensions, renewals, modifications or compromises of any indebtedness, liability or obligation of the Lessee under the terms of this Lease.

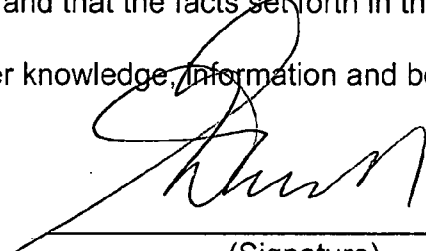
THIS AGREEMENT IS NOT VALID UNLESS SIGNED BY THE LESSEE AND THE UNDERSIGNED AGREES TO REMAIN BOUND NOTWITHSTANDING ANY EXTENSIONS, RENEWALS, MODIFICATIONS OR COMPROMISES OF ANY INDEBTEDNESS, LIABILITY OR OBLIGATION OF THE LESSEE UNDER THE TERMS OF THIS LEASE.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating

to unsworn falsifications to authorities, that he/she is Greg Daust  
Senior Vice President of Felco Auto Lease, plaintiff herein, that  
(Title) (Company) (Name)

he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

  
(Signature)

Wwr# 02560574



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

FRANKLIN EQUITY LEASING COMPANY  
D/B/A FELCO AUTOLEASE,

Plaintiff

vs.

MICHELLE R. MILLER,

Defendant

No. 03-01900-CD

SUGGESTION OF BANKRUPTCY

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

JAMES P. VALECKO, ESQ.  
PA ID 79596  
WELTMAN, WEINBERG & REIS CO. L.P.A.  
2718 KOPPERS BUILDING  
436 7<sup>TH</sup> AVE.  
PITTSBURGH, PA. 15219  
(412) 434-7955

WWR#02560574

**FILED**

**MAR 03 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

FRANKLIN EQUITY LEASING COMPANY  
D/B/A FELCO AUTOLEASE,

Plaintiff

No. 03-01900-CD

vs.

MICHELLE R. MILLER,


Defendant

**SUGGESTION OF BANKRUPTCY**

TO PROTHONOTARY:

AND NOW comes Plaintiff, by counsel, Weltman, Weinberg & Reis, Co., L.P.A. to advise this Honorable Court that the above named Defendant, Michelle R. Miller, has filed a Chapter 7 Bankruptcy in the United States Bankruptcy Court for the Western District of Pennsylvania at Bankruptcy Case Number 04-21614, and accordingly, all proceedings in this Court are stayed pursuant to 11 U.S.C. § 362.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
James P. Valecko, Esq.  
Attorney for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

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

FRANKLIN EQUITY LEASING COMPANY d/b/a FELCO AUTOLEASE

Sheriff Docket #

14996

VS.

03-1900-CD

MILLER, MICHELLE R.

COMPLAINT

**SHERIFF RETURNS**

NOW JANUARY 22, 2004 AT 10:00 AM SERVED THE WITHIN COMPLAINT ON MICHELLE R. MILLER, DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHELLE R. MILLER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: HAWKINS

**Return Costs**

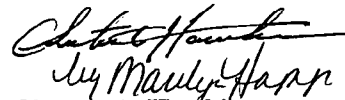
Cost	Description
39.25	SHERIFF HAWKINS PAID BY: ATTY Ck# 8116363
10.00	SURCHARGE PAID BY: ATTY CK# 8116364

Sworn to Before Me This

So Answers,

11 Day Of March 2004





Chester A. Hawkins  
Sheriff

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

**FILED**

0/3:30/1  
MAR 11 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

FRANKLIN EQUITY LEASING COMPANY  
D/B/A FELCO AUTOLEASE

Plaintiff

vs.

MICHELLE MILLER

Defendant

No. 03-01900-CD

PRAECIPE TO SETTLE, DISCONTINUE  
AND END WITHOUT PREJUDICE TO REFILE

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Sofia Kokkini, Esquire  
PA I.D. #91535  
William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#02560574

**FILED**

**JUN 24 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

FRANKLIN EQUITY LEASING COMPANY  
D/B/A FELCO AUTOLEASE

Plaintiff

vs.

Civil Action No. 03-01900-CD

MICHELLE MILLER

Defendant

PRAECIPE TO SETTLE, DISCONTINUE  
AND END WITHOUT PREJUDICE TO REFILE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

Settle, Discontinue and End the above-captioned matter upon the records of the Court without  
prejudice to refile and mark the costs paid.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: Sofia Kokkini

Sofia Kokkini, Esquire

PA I.D. #91535

William T. Molczan, Esquire

PA I.D. #47437

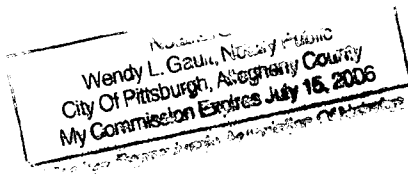
WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955



SWORN TO AND SUBSCRIBED

before me this 21 day

of June, 2004

[Signature]  
NOTARY PUBLIC

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

**CIVIL DIVISION**

COPY

**Franklin Equity Leasing Company**

**Vs.**

**No. 2003-01900-CD**

**Michelle R. Miller**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 24, 2004, marked:

Settled, Discontinued, and Ended

Record costs in the sum of \$85.00 have been paid in full by William T. Molczan, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 24th day of June A.D. 2004.

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William A. Shaw, Prothonotary