

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

No. 03-1900-CJ

vs.

COMPLAINT IN CIVIL ACTION

MICHELLE R. MILLER

Defendant

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.



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

SELCO 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, 19_____, by and
 between FRANKLIN EQUITY LEASING CO. of 367 Mansfield Ave. Pittsburgh PA 15220

(HEREINAFTER CALLED "LESSOR"); and Michael R Miller STREET ADDRESS CITY ST. ZIP

of RR-1 BOX 7 Irvona PA 16656 STREET ADDRESS CITY ST. ZIP (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 explain 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:

				MANUFACTURER'S MODEL NAME		MANUFACTURER'S SERIAL NUMBER	
<input type="checkbox"/> CAR	<input type="checkbox"/> GAS	1997	8	Dodge Truck	Ram 1500 Club Cab	3B7HF13Z0VG823788	
<input type="checkbox"/> TRUCK	<input type="checkbox"/> DIESEL						
<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"/> BUSINESS	<input type="checkbox"/> PERSONAL
<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"/> FARMING	<input type="checkbox"/>

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 <input type="checkbox"/> CAPITALIZED PAYMENT <input type="checkbox"/> COST REDUCTION <input type="checkbox"/> TRADE IN SALES TAX \$	0.00	\$ 0.00
2	ADMINISTRATIVE FEE (IF PAID) <input type="checkbox"/> INCLUDE SALES TAX OF \$	N/A (2A)	+ \$ N/A
3	SECURITY DEPOSIT (REFUNDABLE ON LESSEE'S COMPLIANCE WITH LEASE)	+ \$ 375.00	
4	FIRST MONTHLY RENTAL PAYMENT	+ \$ 358.87	
5	LAST MONTHLY RENTAL PAYMENT	+ \$ 0.00	
6	LICENSE FEES DUE AT LEASE INCEPTION	+ \$ 126.50	
7	MECHANICAL BREAKDOWN PROTECTION CONTRACT (IF PAID)	+ \$ 0.00	
	TOTAL INITIATION CHARGE	= \$ 860.37	

*BECAUSE TAX RATES MAY CHANGE DURING THE TERM OF THE LEASE, THESE AMOUNTS AND TOTALS ARE ESTIMATES.

9	BASE MONTHLY RENT	\$ 329.24
10	MONTHLY SALES TAX	+ \$ 29.63
11	MONTHLY TAXES & FEES: 11B LICENSE FEE: <input type="checkbox"/> 11C PROPERTY TAX: <input type="checkbox"/> (CHECK BOX IF INCLUDED)	+ \$ 0.00
12	TOTAL MONTHLY RENTAL PAYMENT	= \$ 358.87*
13	LEASE TERM	X 60 MONTHS
14	TOTAL RENTAL PAYMENT FOR LEASE TERM	= \$ 21532.20*
15	RESIDUAL VALUE	\$ 12447.60
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 OBLIGATION
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 _____ \$ _____ 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 _____ \$ _____ 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, 19_____, 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 over the amount Lessor in excess of 1250 miles per month (or the number of miles per month here indicated, if filled in and initialized by Lessor).

(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) inches long or mismatched, paint or special identification; (iv) 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.

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:

- All unpaid amounts then due under the Lease, PLUS;
- All remaining unpaid monthly rental payments scheduled to be due after the date of termination PLUS;
- The disposition charge of \$250, unless the Lessee purchases the vehicle, PLUS;
- The residual value (item 15 in paragraph 3), PLUS;
- Any title fees and taxes incurred in connection with the early termination or sale of the vehicle, LESS;
- The unearned amount of the Lease Charge (described below) determined by the sum-of-the-digits method (Rule of 78's), except 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 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;
- A policy of collision insurance with a deductible amount not in excess of \$500. Lessee shall be liable for the deductible amount;
- 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 amount 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, TAXES, LICENSES AND INSPECTIONS.** Lessee agrees:

- 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;
- 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;
- 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;
- 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;
- 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.

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 *Franklin Equity Leasing Co.*

10/1/2010

(Guarantor(s) as Supplier and as agent of Lessor solely for limited purposes set forth above.)

By *Matthew R. Miller*

10/1/2010

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VERIFICATION

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

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

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 No. 03-01900-CD

VS. SUGGESTION OF BANKRUPTCY

MICHELLE R. MILLER,

Defendant 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 7TH 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

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

VS.

MILLER, MICHELLE R.

COMPLAINT

Sheriff Docket # 14996

03-1900-CD

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.

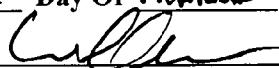
SERVED BY: HAWKINS

Return Costs

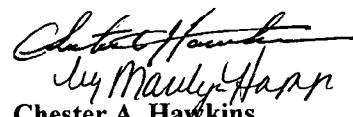
Cost	Description
39.25	SHERIFF HAWKINS PAID BY: ATTY Ck# 8116363
10.00	SURCHARGE PAID BY: ATTY CK# 8116364

Sworn to Before Me This

1 Day Of January 2004



So Answers,


My Name is
Chester A. Hawkins
Sheriff

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

FILED

o/3/36 
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 No. 03-01900-CD

vs. PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

MICHELLE MILLER

Defendant 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

Wendy L. Gault, Notary Public

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

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.

William A. Shaw, Prothonotary