

04-1578-CD  
LEASECOMM CORPORATION vs. RICK A. SWATSWORTH, et al.

Leasecomm Corp vs Rick Swatsworth et al  
2004-1578-CD

LEASECOMM CORPORATION  
Plaintiff

v.

RICK A. SWATSWORTH, Personal Guarantor and  
Trading As THE HANGOUT  
Defendant(s)

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

: NO. 04-1578-CD

: CIVIL DIVISION - LAW

### 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 attorney 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD PA 16830  
814-765-2641, EXT. 32

**FILED**  
M 10:28 AM Oct 8 2004  
JLC to JHC  
OCT 12 2004

### NOTICIA

William A. Shaw  
Prothonotary

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VEINTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDA ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
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: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: NO.  
:  
: CIVIL DIVISION - LAW  
:  
:

### COMPLAINT

The Plaintiff, LEASECOMM CORPORATION by its attorneys, **KNUPP, KODAK & IMBLUM, P.C.**, brings this action of Assumpsit against the Defendant to recover the sum of TWO THOUSAND, FIVE HUNDRED SIXTY-FOUR DOLLARS AND FIFTY-EIGHT CENTS (\$2,564.58) together with interest thereon from September 11, 2004, upon a cause of action of which the following is a statement:

1. The Plaintiff, LEASECOMM CORPORATION, is a corporation organized and existing under the laws of the Commonwealth of Massachusetts, having its principal office and place of business at 10 M Commerce Way, Woburn, Massachusetts 01801.

2. The Defendant, RICK A. SWATSWORTH, Personal Guarantor, is an adult individual with an address of 503 State Street, Curwensville, Clearfield County, Pennsylvania 16833.

3. The Defendant, THE HANGOUT, is a Proprietorship having an office and place of business at 503 State Street, Curwensville, Clearfield County, Pennsylvania 16833.

4. On or about October 6, 2000, Defendant, The Hangout, did enter into a written Non Cancellable Commercial Equipment Lease Agreement and Personal Guaranty for the lease and future purchase of certain business equipment. A true and correct copy of said Non-Cancellable Commercial Equipment Lease Agreement is attached hereto, marked as Exhibit "A" and made a part hereof.

5. The leased equipment was delivered to the Defendant, The Hangout, and installed at Defendant's place of business.

6. The Defendant, The Hangout, defaulted on the obligation to make payments, and refused to honor the remaining lease payments.

7. The balance due and owing by Defendant, The Hangout, to Plaintiff is the sum of Two Thousand, One Hundred Thirty-Seven Dollars and Fifteen Cents (\$2,137.15) as per Plaintiff's State of Account attached hereto, marked Exhibit "B" and made a part hereof.

8. Due to the default of Defendant, The Hangout, and pursuant to the terms and conditions of the Non Cancellable Commercial Equipment Lease Agreement, along with a Personal Guaranty, executed by Defendant, Rick A. Swatsworth, attorney's fees in the total amount of Four Hundred Twenty-Seven Dollars and Forty-Three Cents (\$427.43) have been added to said account.

9. Plaintiff frequently demanded payment from Defendants of said amount due and owing as aforesaid, but Defendants refused and neglected and still refuse and neglect to pay said amount of any part thereof.

WHEREFORE, Plaintiff brings this suit to recover from Defendants the sum of TWO THOUSAND, FIVE HUNDRED SIXTY-FOUR DOLLARS AND FIFTY-EIGHT CENTS (\$2,564.58) together with interest thereon from September 11, 2004.

Respectfully submitted,

**KNUPP, KODAK & IMBLUM, P.C.**

A handwritten signature in black ink, appearing to read 'R. Kodak', written over a horizontal line.

Robert D. Kodak  
407 North Front Street  
Post Office Box #11848  
Harrisburg, PA 17108-1848  
(717) 238-7151  
Attorney ID No. 18041

Attorney for Plaintiff

LEASECOMM

## NON CANCELLABLE COMMERCIAL EQUIPMENT LEASE AGREEMENT

ACCOUNT NUMBER

21973771

LEASE AUTHORIZATION NUMBER

197377B8

LEASECOMM CORPORATION, 950 WINTER STREET  
WALTHAM, MASSACHUSETTS 02461 781-890-0369**This is a Lease Agreement between LEASECOMM Corporation, ("Lessor") whose address is shown above and the Lessee indicated at right.****This is a legally binding contract. If the terms and conditions are not fully understood, legal advice should be sought.**

VENDOR CODE

HGOUL

VENDOR'S SALESPERSON CODE

COMMENCEMENT DATE

LEGAL NAME OF LESSEE (IF CORPORATION, LIST FULL CORPORATE NAME)

THE HANGOUT

☒ CORPORATION  
☐ PROPRIETORSHIP  
☐ PARTNERSHIP

BILLING ADDRESS

475 STATE ST.

CITY

CURWENSVILLE

STATE

PA

ZIP

16833

LESSEE PHONE NO.

814-236-1964

EQUIPMENT:

MANUFACTURER

GULF

MODEL

34

PLEASE NOTE THAT THE EQUIPMENT AND/OR ITS COMPONENTS MAY BE NEW, REMANUFACTURED, OR USED.

LOCATION OF EQUIPMENT

ADDRESS (NO. &amp; STREET, CITY, STATE, ZIP) IF DIFFERENT FROM ABOVE

## SCHEDULE OF PAYMENTS

MONTHLY PAYMENT \$ 72.88 FOR 36 MONTHS  
PLUS TAXES AND TAX PROCESSING FEE.  
LOSS OR DESTRUCTION WAIVER INCLUDED.☒ OTHER (DOCUMENTATION FEE, ETC) \$ 40.00

(DOCUMENTATION FEE TO BE BILLED POST FUNDING)

In this Lease Agreement, the words "I", "me", "mine", mean the Lessee and Guarantor(s). The words "you" and "yours" mean the Lessor. "Equipment" is the item I am leasing. It encompasses any combination of tangible assets, rights to access or use services, software, documentation and manuals, etc.

The total of Lease obligations required in addition to the above are excessive wear and tear charges, applicable taxes and increased charges per the loss or destruction waiver. If the Loss or Destruction Waiver is included in the Basic Monthly Lease Payment, such increase will be reflected in that payment.

I agree to pay you the total amount shown above upon signing this Lease Agreement and I agree to pay all additional Lease payments when due starting with the commencement date shown above and 30 days thereafter for the Lease Term.

Should I authorize direct debiting of my checking account for monthly lease payments, then I agree and authorize you to automatically debit the bank checking account which I have designated on my Application for all charges I incur under this Lease Agreement. It is understood you will debit such charges when they are due so as to avoid the incurrence of late charges. Should you find it necessary to switch the statement billing due to insufficient funds in my checking account, you are authorized to add a \$5.00 per month service charge to my monthly payment amount as reimbursement for your added services and processing expenses.

It is understood you will debit such changes when due so as to avoid the incurrence of late charges. I also understand and agree that automatic debiting of Lease charges is an option under this Program.

I acknowledge that I have been informed in writing by you of the Equipment Vendor's identity, and that I may have rights under the purchase agreement between the Vendor and Lessor and I may contact the Vendor for a description of any such rights.

**The Parties hereby agree that this Agreement is made in, governed by, to be performed in, and shall be construed in accordance with the laws of the Commonwealth of Massachusetts. They further consent and submit to the jurisdiction of the Courts of the Commonwealth of Massachusetts and expressly agree to such exclusive forum for the bringing of any suit, action or other proceeding arising out of their obligations hereunder, and expressly waive any objection to venue in any such Courts and waive any right to a trial by jury so that trial shall be by and only to the Court. It is further agreed and understood that the corporate headquarters of Leasecomm Corporation is located within the venue of the District Court Department of the Trial Court, within Middlesex County.**

## TERMS CONTINUED ON BACK PAGE

I have read and agree to the terms which appear on both sides of this lease and understand same. This Equipment is leased as is for business and/or professional purposes and this lease is not a consumer contract. I acknowledge you are a "finance lessor", as that term is defined in UCC Article 2A, and not a manufacturer, distributor, agent, or reseller. Your only role was to secure lease financing. I acknowledge receipt of a completed copy of this Lease Agreement, with all lease terms filled in. I understand my obligations under this Lease became irrevocable and independent upon my acceptance of the Equipment. The lease term commenced on the Commencement Date above.

**AGENCY DISCLAIMER - NEITHER SUPPLIER NOR ANY SALESPERSON IS AN AGENT OF LESSOR NOR ARE THEY AUTHORIZED TO WAIVE OR ALTER THE TERMS OF THIS LEASE. THEIR REPRESENTATIONS SHALL IN NO WAY AFFECT LESSEE OR LESSOR'S RIGHTS AND OBLIGATIONS AS HEREIN SET FORTH.**

LESSEE

Authorized Signature

Rick A. Swatsworth

LEASECOMM Corporation

Print Name

Rick A. Swatsworth

By:

Authorized Signature

Title

Owner

Date

10-06-00

Date

**PERSONAL GUARANTY:** To induce Lessor to enter into this Lease, the undersigned party unconditionally guarantees to Lessor the prompt payment when due of all of Lessee's obligations to Lessor under the Lease. Lessor shall not be required to proceed against Lessee or the Equipment or to enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all attorney fees and other expenses incurred by Lessor by reason of the Lessee's default. The undersigned waives notice of the acceptance hereof and of all other notices or demands of any kind to which the undersigned may otherwise be entitled. The undersigned consents to any extensions of time or modifications in the amount of payment granted to Lessee and to the release and/or compromise of any obligations of Lessee or any other obligors and guarantors without in any way releasing the undersigned from its obligations hereunder. This is a continuing Guaranty. The undersigned specifically understands and also agrees with the bold, underlined provision stated above submitting and consenting to the laws and jurisdiction of the Commonwealth of Massachusetts for any action whatsoever arising out of this lease.

Guarantor Signature

Rick A. Swatsworth

No title allowed

X

Witness Signature

Date

10-06-00

Date

NON ACH INSTA

Copyright June 2000 LEASECOMM Corporation

LC - 25 6/00

EXHIBIT

A

#### LEASE TERMS CONTINUED FROM OTHER SIDE OF THIS LEASE

**Credit Inquiries and Credit Reporting:** You, your authorized affiliates, and your authorized vendors are authorized to check my credit and employment history for the purposes of determining my worthiness at the time of this application or thereafter in connection with the same transaction or extension of credit and for the further purposes of reviewing the account, taking collection activity on this account, and skip tracing. You are further authorized to provide history information to others about my credit standing and your credit experience with me, including but not limited to credit bureaus, other companies, outside collection agencies and outside counsel.

**Commencement of Lease; Lease Term:** The Lease will become effective only after my credit is approved and the Equipment is received at the location identified above. The Lease Term will commence on the date the Equipment is received (the "commencement date") in above location and expires at the end of the number of months indicated above.

**End of Lease Term:** At the end of the Lease Term I have the following options:

1. I can promptly return the Equipment in good condition, except for ordinary wear and tear, to you or to the person and place you indicate, or 2. I can extend the lease for the same terms and conditions as stated herein on a month to month basis until such time as I give you written notice that I elect to terminate the lease at least 30 days prior to such termination and return the equipment, or 3. Upon my request I can purchase the equipment for the fair market value as quoted by you at that time plus any applicable taxes.

Unless I notify you in writing of which option I choose 60 days prior to the expiration of the Lease Term, I shall be deemed to have chosen option 2 (Month to Month Rental). You will return any Security Deposit after deducting any amounts I owe you under the conditions of this agreement if I choose option 1 from above.

**Late Payments and Collection Costs:** If I do not make a payment within 5 days of its due date, I must pay you in addition to the payment a late charge of 15% of the amount past due (but at least \$5.00) for each late payment. Each month the past due payment remains unpaid, an additional late fee in the amount defined will be assessed. I will pay you your collection costs including reasonable attorneys' fees, in house legal expenses, and travel and lodging expenses for necessary witnesses. Such collection costs include, but are not limited to charges for collection letters and collection phone calls you make and to charges of collection-agencies, courts, sheriffs, etc. There will be a processing charge of \$20.00 or whatever fee is allowable by law for any returned check or for any rejected credit card charge or for any rejected automatic bank account debit.

Payments are applied to late fees and to processing charge first and then to Lease obligation.

**Default A:** I will be in default of this lease if:

1. I fail to pay any amount due you within 10 days of the due date. 2. The Equipment becomes involved in any civil or criminal actions or suits or is seized by law enforcement agencies due to my neglect or misconduct. 3. I (or any guarantor of my obligation hereunder) file or there is filed against me (or any guarantor of my obligation hereunder) a petition in U.S. Bankruptcy Court or I (or any guarantor of my obligation hereunder) have made an assignment for the benefit of creditors. 4. The Equipment is lost, stolen or destroyed, if the loss is not covered by the loss or destruction waiver. 5. I fail to return the equipment at the end of the lease-term if I have chosen the option of returning the equipment at the end of the lease-term. 6. I fail to follow any other terms of this Lease.

**Default B:** If I default you have the right to exercise any or all of the following remedies, to the extent permitted by law:

1. Terminate this Lease without giving me notice. 2. Require the immediate payment of all amounts then due plus the unpaid balance of the amounts due for the original or extended term of the Lease discounted by an annual discount rate compounded monthly of at least 4%. 3. Take possession or request that I return the Equipment to you. You will credit my account for any amounts received, net of expenses, in the disposition of the Equipment in excess of the assumed Fair Market Value at the end of the Lease Term. 4. Lawfully enter my property and take the Equipment. 5. Charge me the fair market retail value of the Equipment on the date of its loss, theft, or destruction. 6. Keep any security deposit I have given to you to reduce the amount I owe. 7. Charge me any amount necessary to put the Equipment in good condition, ordinary wear and tear excepted. 8. Continue to charge me additional monthly lease-payments beyond the end of the lease-term until I have cured the default. 9. Automatically charge any or all of my credit-cards, other lines-of-credit or bank-accounts for all money amounts I owe you. 10. Obtain, share and use information concerning me, including but not limited to, social security number, employment, name, date of birth, credit reports, tax identification numbers ("information") to locate all assets, including, but not limited to, bank accounts, mutual funds, stock brokerage accounts, money market accounts, real property, and personal property for the purpose of collections of money I owe you and any interest thereon. If you repossess the Equipment, I will pay you your repossession costs, plus a \$50 disposition fee.

**De-Installation and Removal Charges:** I am fully responsible for any costs associated with the de-installation and/or removal of the equipment for whatever reason.

**Maintenance of Equipment:** I agree to maintain the Equipment in good operating and physical condition at my expense, ordinary wear and tear excepted.

**Repayment Terms:** I promise to pay you each Payment due under this Lease Agreement by the date it is due. I fully recognize your right to enforce the lease free from any defenses, offsets or counterclaims.

**Warranties:** I understand that the Manufacturer may have provided a warranty on the Equipment. I will refer to the owner's manual or separate Manufacturer's certificate for the actual terms of the warranty. I understand that you have not given me either express or implied warranties for the equipment I am leasing or other services, access and/or use with the equipment. You have specifically disclaimed any implied warranties of merchantability and/or fitness for any particular use. You will have no liability for indirect consequential or special damages. I have chosen this specific equipment based on my own judgement and expressly disclaim any reliance upon any statements or representations made by you. You assign to me any and all rights you may have from the supplier or manufacturer regarding warranties, guarantees or representations respecting the leased equipment.

I hereby appoint you as agent to correct any inaccurately described identification numbers of the Equipment.

**Equipment Servicing:** I understand that no servicing of any kind is provided by Leasecomm. I am to look to the dealer/supplier for any claims, servicing or warranties if any, and I specifically and unconditionally waive any claims, present or future, against Leasecomm. Any failure of equipment, service or misoperation of any kind, whatever, is no basis for nonfulfillment of my obligations under the lease.

**Add-On Leases:** Upon my request and subject to your approval, additional leases can be added to this Lease Agreement unless I am in default. Such Add-Ons will be bound by the text of this Agreement and will identify this Agreement by its Account and/or Lease Number.

**Loss or Destruction of the Equipment:** I shall bear the entire risk and be responsible for, loss, theft, damage or destruction of the Equipment from any cause whatsoever after I receive possession of the Equipment. I will notify you immediately, if the Equipment is lost, destroyed, stolen or taken by any other person. If the Equipment has only been partially damaged you may require that I have it repaired. If you determine it is not repairable, then it will be considered destroyed.

**Insurance:** I will keep the equipment fully insured against loss, destruction, theft or damage and will provide an insurance binder naming you as loss payee.

**Loss or Destruction Waiver:** You will waive my responsibility for loss or destruction of the Equipment and for keeping the Equipment fully insured during the lease term. After loss or destruction of the Equipment, you will provide for its replacement with equipment of comparable value at that time to the extent that I took reasonable care in preventing the loss or destruction of the equipment. I will promptly notify you of the loss. I will cooperate with you in making any claim with respect to the Equipment including providing police and fire report documents to substantiate the claim.

**Notice:** I will send all notices to you in writing by certified mail to your address on the front page of this Lease. You will send all notices to me at the address listed on this Lease unless I tell you of a change of address.

**Changes on Terms of the Lease:** This Lease explains all the terms and conditions for the use of the Equipment I am leasing. The terms and conditions may not be changed orally. You and I must both give written approval before any changes are made.

**Assignment:** Without your prior written consent, I shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sub-lease, or lend the equipment or permit it to be used by anyone other than me or my employees. I acknowledge that any assignment by you of any of your interest in this lease would neither materially change my duty nor materially increase the burden of risk imposed upon me under this Lease. Nevertheless, I acknowledge that your assignment is permitted even if such assignment would be deemed to materially affect Lessee's interest hereunder.

You may assign this Lease and/or mortgage the Equipment in whole or in part without notice to me, and your assignee or mortgagee may reassign this Lease and/or such mortgage, without notice to me. Each such assignee and/or mortgagee shall have the rights but none of the obligation of you under this lease. I shall recognize each such assignment and/or mortgage and shall not assert against the assignee and/or mortgagee any defense, counterclaim, or set-off that I may have against you. Subject to the foregoing, this Lease inures to the benefit and is binding upon the heirs, legatees, personal representatives, survivors and assigned of the parties hereto.

**Alterations:** I shall not make alterations, additions or improvements to the Equipment without your prior written consent. All additions and improvements made to the Equipment shall belong to you.

**Ownership:** The Equipment is, and shall at all times remain, your property; and I shall have no right, title or interest in it except as expressly set forth in this Lease. I will not directly or indirectly create or permit to exist, and will promptly and at my own expense discharge, any lien, charge or encumbrance on the Equipment, except for any lien, charge or encumbrance resulting solely from your acts. You may sign and file any documents, including a copy of this Lease, in the public records as necessary to protect your ownership and any security interest in the Equipment. You have provided me with a label stating that you are the owner of the Equipment and I agree to affix it to and maintain it on the Equipment.

**Use:** I shall use the Equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance.

**Indemnity:** To the extent permitted by law, I shall indemnify you against, and hold you harmless from, any and all claims, actions, proceedings, expenses, damages and liabilities, including attorneys' fees arising in connection with the Equipment, including without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return.

**Taxes and Tax Processing Fee:** I shall pay promptly when due any and all taxes (except income taxes), charges, penalties, interest, expenses, costs, assessments and fees, whatsoever, relating to this lease and the product whether local, state, federal and otherwise, which now or hereafter are imposed on Lessee or Lessor. I agree that you may estimate the property and sales/use taxes that will be due for the product and agree to pay you the estimated taxes in monthly installments together with the monthly processing fee. The monthly processing fee will not exceed \$3.00 per month, such fee will reimburse you for your costs of preparing, reviewing, and filing the returns and for your overall processing expenses. The taxes and tax processing fee may vary from month to month and from lease to lease.

**Change of Name, Billing Address, Vehicle Equipment is Installed In, Bank Account Change:** I will inform you, within one week, of any change in my name, address, billing address, telephone numbers, location of the equipment, or the bank checking account used for ACH debit. You will charge me \$100 if a skip-trace is necessary. You are authorized to correct any typographic or spelling errors made on the front of this Lease Agreement regarding my address, telephone numbers or the equipment leased.

**Miscellaneous:** If any provision in this Lease is invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement and we agree to substitute for the invalid provision a valid provision which most closely approximates the effect and intent of the invalid provision.

Notwithstanding any provision contained herein the maximum amount charged and collected shall not exceed the maximum amount which may be lawfully contracted for, charged and received in this Lease transaction as determined by final judgement of a court of competent jurisdiction, including appeals therefrom.

VENDOR'S SALESPERSON

#### VENDOR'S BILL OF SALE

I hereby sell, the Equipment identified above, free and clear of any liens and encumbrances to LEASECOMM Corporation, a Massachusetts Corporation.

Vendor Name \_\_\_\_\_

Authorized Signature and Title \_\_\_\_\_

Date \_\_\_\_\_

#### AGENCY DISCLAIMER

Neither supplier nor any salesperson is an agent of Lessor nor are they authorized to waive or alter the terms of this Lease. Their representations shall in no way affect Lessee or Lessor's rights and obligations as herein set forth.

#### ★ For Vendor Salesperson Use Only ★

1. Lease Is To Be Filled Out Before Your Customer Signs.
2. No White Out Or Crossouts Allowed.
3. Use Ink Only.
4. No Title Allowed On Personal Guarantor Line.
5. If You Make A Mistake, START OVER.
6. All Shaded Areas Must Be Filled In.

## STATEMENT OF ACCOUNT

11-Sep-2004

Page 1

ACCOUNT NUMBER: 21973771

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Lease Number : 197377B;EXTNS; ACTVE; Store Sign; Commcmnt: 10/26/2000Lessee : THE HANG OUT  
503 STATE ST  
CURWENSVILLE, PA 16833-1123Guarantor : RICK SWATSWORTH  
503 STATE STREET  
CURWENSVILLE, PA 16833-1123

Last Payment Date : 28 March,2003

Unbilled Lease Payments : (197377B) 77.25  
\$77.25 for 1 remaining months  
discounted by .33% per month

Fair Market Value : (197377B) 144.60

Fair Market Value is what Leasecomm charges at the end of the Lease-Term for the purchase of the Equipment. It generally runs between 7.5%-15% of the lease-receivable, but the longer the lease-term and the more obsolete the equipment is at the end of the term the lower the number. Rental Equipment is being depreciated over 60 months with a 5% minimum residual value.

## BILLED AND UNPAID INVOICES ON THE ACCOUNT

Billed and Unpaid Lease Invoices: 1,390.50  
(Details on Next Page)Billed and Unpaid Fee Invoices : 524.80  
Late-,Bounce-, Collection-, and Legal Fees  
incurred and billed to-date and not paid  
(Details on Next Page)

Cash received not applied : 0.00

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TOTAL AMOUNT DUE TO LEASECOMM CORPORATION: 2,137.15



**VERIFICATION**

I, CHRIS MARINO, Litigation Coordinator of LEASECOMM CORPORATION., verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. §4904, relating to unsworn falsification to authorities.

**LEASECOMM CORPORATION**

Chris Marino, Litigation Coordinator

Dated: 10/5/04

.S0881

407 NORTH FRONT STREET  
P.O. BOX 11848  
HARRISBURG, PA 17108-1848

~~KNITPP, KODAK & LITHIUM, P.C.~~

KNIPP, RODNEY A. (M), P.C.

**LAW OFFICES OF**

KNUPP, KODAK & IMBLUM, P.C.

## CAMERON MANSION

407 NORTH FRONT STREET

P.O. BOX 11848

HARRISBURG, PA 17108-1848

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

**LEASECOMM CORPORATION**

**VS.**

**Sheriff Docket #**

**16420**

**04-1578-CD**

**SWATSWORTH, RICK A. Personal Guarantor and t/a THE HANGOUT**

**COMPLAINT**

**SHERIFF RETURNS**

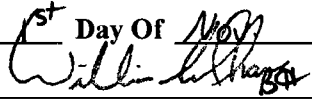
NOW OCTOBER 22, 2004 AT 1:09 PM SERVED THE WITHIN COMPLAINT ON RICK A. SWATSWORTH, Personal Guarantor, DEFENDANT AT RESIDENCE, 503 STATE ST., APT #2, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RICK A. SWATSWORTH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

NOW OCTOBER 22, 2004 AT 1:09 PM SERVED THE WITHIN COMPLAINT ON RICK A. SWATSWORTH, t/a THE HANGOUTr, DEFENDANT AT RESIDENCE, 503 STATE ST., APT #2, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RICK A. SWATSWORTH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

**Return Costs**

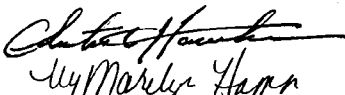
<b>Cost</b>	<b>Description</b>
<b>33.74</b>	<b>SHERIFF HAWKINS PAID BY: ATTY CK# 63955</b>
<b>20.00</b>	<b>SURCHARGE PAID BY: ATTY CK# 63956</b>

**Sworn to Before Me This**

**1<sup>st</sup>** Day Of **Nov** 2004  


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

**So Answers,**

  
**Chester A. Hawkins**  
Sheriff

**FILED**

**01/31/8/04**  
**NOV 01 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

F. CORTEZ BELL, III, ESQUIRE  
DISTRICT COURT ADMINISTRATOR

SHARON S. WHIPPLE  
DEPUTY COURT ADMINISTRATOR

PHONE: 814-765-2641 x 5010  
FAX: 814-765-7649  
EMAIL: fbell@clearfieldco.org



OFFICE OF THE COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET, SUITE 228  
CLEARFIELD, PENNSYLVANIA 16830-2448

HON. FREDRIC J. AMMERMAN  
PRESIDENT JUDGE

HON. PAUL E. CHERRY  
JUDGE

March 14, 2013

**RE: 2004 – 1578 - CD**

**Leasecomm Corporation**

**vs.**

**Rick A. Swatsworth and The Hangout**

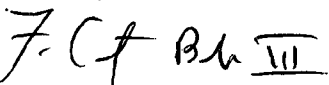
To All Parties and Counsel:

Please be advised that the Court intends to terminate the above-captioned case without notice, because the Court records show that no activity in the case for a period of at least two years.

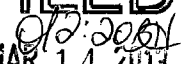
You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement to Proceed must be filed on or before **May 13, 2013**.

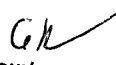
**If you fail to file the required Statement of Intention to Proceed within the required time period, the case will be terminated.**

Sincerely,

  
F. Cortez Bell, III, Esquire  
Court Administrator

**FILED**

  
MAR 14 2013

William A. Shaw   
Prothonotary/Clerk of Courts

**FILED**

**MAR 14 2013**

**William A. Shaw  
Prothonotary/Clerk of Courts**

Rick A. Swatsworth  
The Hangout  
503 State Street  
Curwensville, PA 16833

Robert D. Kodak, Esq.  
Knupp, Kodak & Imblum, PC  
407 N. Front Street  
PO Box 11848  
Harrisburg, PA 17108-1848

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


LEASECOMM CORPORATION  
Plaintiff  
vs.  
RICK A. SWATSWORTH  
THE HANGOUT  
Defendants

\* NO. 2004-1578-CD  
\*  
\*  
\*  
\*  
\*

**ORDER**

NOW, this 20th day of June, 2013, upon the Court's review of the record, with the Court noting from the docket there has been no activity in the case since November 2, 2004 and that a Notice of Proposed Termination of Court Case had been mailed to the parties March 14, 2013 with no response having been received, pursuant to the provisions of Rule of Judicial Administration 1901 the case is hereby DISMISSED for inactivity. The Prothonotary shall code the case in Full Court as Z-1901A.

BY THE COURT,

  
FREDRICK AMMERMAN  
President Judge

No CC.  
9:20 AM  
JUN 27 2013  
William A. Shaw  
Prothonotary/Clerk of Courts

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04-1578 CD

Plff  
vs

Knapp, Kollak & Imblum

Rich A. Swatsworth

503 State St

Apt #2

Curwensville, PA 16833