

05-1242-CD

Roswell Properties vs Richard Marker III
2005-1242-CD

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

FIFTH THIRD BANK

Plaintiff

No. 05-1242-CD

vs.

COMPLAINT IN CIVIL ACTION

RICHARD A MARKER III

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#03832141

FILED, *CC Shaff*
m/11/5403/44y pd. 85.00
AUG 18 2005
William A. Shaw *WM*
Prothonotary/Clerk of Courts

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

FIFTH THIRD BANK

Plaintiff

vs.

Civil Action No.

RICHARD A MARKER III

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

CLEARFIELD COUNTY
SOURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(841) 765-2641, EXT 1300-1301

COMPLAINT

1. Plaintiff is a corporation having offices in 38 Fountain Square Plaza, Cincinnati, OH 45263-0781.
2. Defendant is an adult individual residing at 105 Cedar Dr., Karthaus, PA 16845.
3. On or about June 29, 2002, Defendant duly executed a Motor Vehicle Closed-End Lease Agreement and Disclosure Statement (hereinafter the "Contract") in favor of Fifth Third Bank, a true and correct copy of said Contract is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Pursuant to said Contract, Defendant took possession of the vehicle more particularly identified in the Contract as a 2002 Dodge Durango.
5. Pursuant to the terms and conditions provided by the Contract, the Contract was assigned from Fifth Third Bank to Plaintiff.
6. Plaintiff avers that Defendant is in default of the Contract by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.
7. Plaintiff avers that a balance of \$16,946.83 is due from Defendant as of July 28, 2005.
8. Plaintiff avers that the Contract between the parties provides that Plaintiff is entitled to interest at the rate of 6.00% per annum.

9. Plaintiff avers that the Contract between the parties provides that Defendant will pay Plaintiff's reasonable attorneys' fees.

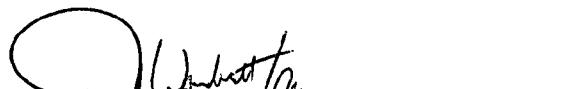
10. Plaintiff avers that such attorneys' fees amount to \$1,500.00.

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

WHEREFORE, Plaintiff demands judgment against Defendant, Richard A. Marker III, individually, in the amount of \$16,946.83 with continuing interest thereon at the Contract rate of 6.00% per annum from 6.00, plus attorneys' fees of \$1,500.00 and 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.



James C. Warmbrodt, Esquire

PA I.D. #42524

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

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#:03832141

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 Stacy Dooley
(NAME)

Assistant Vice President of Fifth Third Bank, plaintiff herein, that
(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.

Stacy Dooley A/P
(SIGNATURE)

S. DOOLEY
ASST. VICE PRESIDENT

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

FIFTH THIRD BANK

Plaintiff No. 05-1242-CD

vs.

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

RICHARD A MARKER III

Defendant FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130

WWR#03832141

FILED No CC
m13:47 AM Alert of
OCT 24 2005 Disc. to Atty
William A. Shaw
Prothonotary/Clerk of Courts
Copy to CIA

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

FIFTH THIRD BANK

Plaintiff

vs.

Civil Action No. 05-1242-CD

RICHARD A MARKER III

Defendant

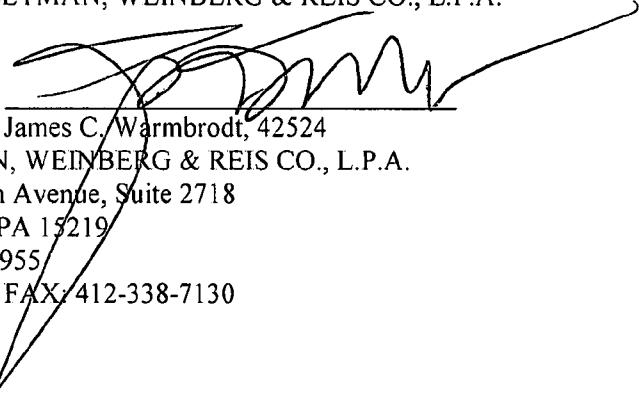
PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

Kindly settle, discontinue and end without prejudice to refile the above-captioned matter upon the records of the Court and mark the costs paid.

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

By: 

James C. Warmbrodt, 42524

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

436 Seventh Avenue, Suite 2718

Pittsburgh, PA 15219

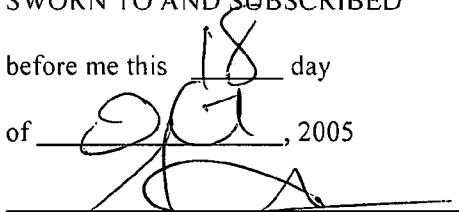
(421) 434-7955

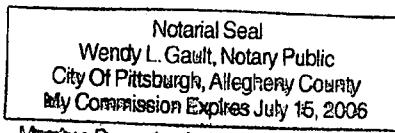
FAX: 412-338-7130

SWORN TO AND SUBSCRIBED

before me this 18 day

of July, 2005


NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

 COPY

CIVIL DIVISION

Fifth Third Bank

Vs. **No. 2005-01242-CD**
Richard A. Marker III

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 October 24, 2005, marked:

Settled, Discontinued and Ended without Prejudice

Record costs in the sum of \$85.00 have been paid in full by James C. Warmbrodt.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 24th day of October A.D. 2005.

! _____
William A. Shaw, Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **100744**

FIFTH THIRD BANK

Case # **05-1242-CD**

vs.

RICHARD MARKER III

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW December 20, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO RICHARD A. MARKER III, DEFENDANT. 105 CEDAR DR., KARTHAUS, PA. IS IN "CENTRE CO"..

SERVED BY: /

FILED
019.08.01
DEC 21 2005


William A. Shaw
Prothonotary/Clerk of Courts

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8219448	10.00
SHERIFF HAWKINS	WELTMAN	8219448	32.63

Sworn to Before me This

So Answers,

____ Day of _____ 2005



Chester A. Hawkins
Sheriff

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(412) 434-7955

WWR#03832141

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

AUG 18 2005

Attest.

William D. Ober
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
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(NAME)

Assistant Vice President of Fifth Third Bank, plaintiff herein, that
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Stacy Dooley A.V.P
(SIGNATURE)

S. DOOLEY
ASST. VICE PRESIDENT