

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

vs.

RICHARD A MARKER III

Defendant

No. *05-1242-CD*

COMPLAINT IN CIVIL ACTION

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 *1 cc shff*
m/11:54/10/
AUG 18 2005 *44y pd. 85.00*
William A. Shaw *(um)*
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.

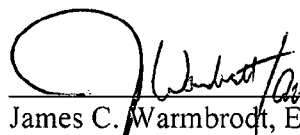
10. Plaintiff avers that such attorneys' fees amount to \$1,500.00.

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.

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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 FifthThird 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 ARP
(SIGNATURE)

**S. DOOLEY
ASST. VICE PRESIDENT**

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

FIFTH THIRD BANK

Plaintiff

vs.

RICHARD A MARKER III

Defendant

No. 05-1242-CD

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

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 NoCC
m/3:4701*2
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

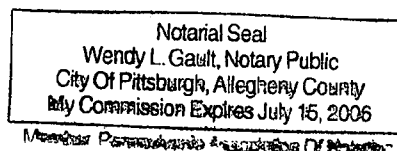
FAX: 412-338-7130

SWORN TO AND SUBSCRIBED

before me this 18 day

of 09, 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: /

Return Costs

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

FILED
019.08.01
DEC 21 2005
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

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CIVIL DIVISION

FIFTH THIRD BANK

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FILED ON BEHALF OF
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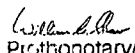
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436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

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.


Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
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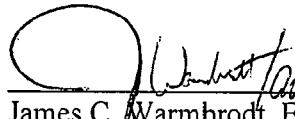
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WELTMAN, WEINBERG & REIS, CO., L.P.A.



James C. Warmbrodt, Esquire

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740525875328

4(n) ☐ Individual(s) ☐ Corporation ☐ Partnership ☐ LLC ☐ LLP: together with any additional Lessee or guarantor (hereinafter jointly and severally called Lessee).

COURTESY MOTOR SALES, INC.

DEALER NAME _____

is the manager of this Lessee.

Current Mileage	241 72,118	Lessee(s) Initials
-----------------	-----------------------	--------------------

<input checked="" type="checkbox"/> CAR	YEAR	MAKE	MODEL	BODY STYLE	VEHICLE IDENTIFICATION NUMBER
<input checked="" type="checkbox"/> TRUCK	02	DODG	DIANA	SW	1B4HS8XN2P1346A1
DESCRIPTION OF EXTRA EQUIPMENT					
<input type="checkbox"/> MANUAL TRANS	<input type="checkbox"/> PWR LOCKS	<input type="checkbox"/> AUTOMATIC	<input type="checkbox"/> CELL PHONE	<input type="checkbox"/> PWR SEAT	<input type="checkbox"/> C.D. PLAYER
<input type="checkbox"/> A.S. BRAKES	<input type="checkbox"/> SUNROOF	<input type="checkbox"/> ALARM/ALARM	<input type="checkbox"/> T.V.	<input type="checkbox"/> 4 WD	<input type="checkbox"/> _____
<input type="checkbox"/> BUSINESS	<input checked="" type="checkbox"/> PERSONAL				
<input type="checkbox"/> EXTENDED USE					

[illegible]

29) Amount Due at Lease Signing or Delivery (Itemize below):	30) Monthly Payments	31) Other Charges (out part of lessor's monthly payment)	32) Total of Payments (The amount lessor agrees paid for by the end of the lease)
4081.84	Lessor's Net monthly payment 462.78 to be paid by 29th of each month. The total of lessor's monthly payments is \$ 13,820.72	Vehicle Return Fee (if Lessee does not purchase the Vehicle) \$ 300.00 Total \$ 300.00	33073.64 (3000 x 3144 x 34444 x 34444)

A) Amount Due At Lease Signing or Delivery:		B) Fltgs Use Amount Due At Lease Signing or Delivery will be Paid:	
(i) Capitalized Cost Reduction	\$ 3,500.00	(i) Net Total Amount Due	N/A
(ii) First Monthly Payment	462.78	(ii) Net Total Amount Due	3,500.00
(iii) Retainable Security Deposit	N/A	(iii) Net Total Amount Due	581.28
(iv) Title Fees	435.00	(iv) Amount to be Paid in Cash	N/A
(v) Registration Fees	36.00		
(vi) Other Taxes	5.00		
(vii) Documentation Fee	55.00		
Total	\$ 4,081.28	Total	\$ 4,081.28

At Great Capitalized Cost. The agreed upon value of the Vehicle is 33915.00 and am being paid for by me. I am paying 36539.00 less the value of the vehicle (such as service contract, insurance, lessor contribution to the GAP protection, luxury fee, and any outstanding prior credit or lease balance) \$ 36539.00

that reduces the gross capitalized cost:	3,500.00
C) Adjusted Capitalized Costs. The amount used in calculating lessee's base monthly payment	31,039.00
D) Residual Value. The value of the Vehicle at the end of the Lease used in calculating lessor's base monthly payment	9,677.50

through normal use and for other means paid over the Lease term	5386.41
F) Rent Charge. The amount charged in addition to the depreciation and any amortized amount	26747.91
G) Total of Base Monthly Payments. The depreciation and any amortized amounts plus the rent charge	63
H) Lease Payments. The number of payments in Lessee's Lease Term	474.6

1) Monthly Sales Tax	38.21
2) Total Monthly Payment	N/A
3) Early Termination, Lessee may have to pay a substantial charge if Lessee ends this lease early. The charge may be up to several thousand dollars. The	462.78

(c) Except where and against whom the Lessee is Unimpaired, the entire Lease ends; the Lessee, the greater this change is likely to be.

60871

0.2

9) ITIGATION OF GROSS CAPITALIZED COST

I am unable to agree as to the maximum lease liability due AS IS while IIS and without any warranty whatsoever from Lessor for _____
of the leased asset amount due on transfer shall be paid by Lessee.

Other important item, See Latest Lease document for additional information on early termination, purchase option and maintenance responsibilities,
warranty, use and classed category, inventory, and any security interest, if applicable.

Agreed Upon Value of the Vehicle	33915.00	Outstanding Code or Lease Balance		N/A	624.00
Taxes		N/A	Life Insurance	N/A	N/A
Title Fees		N/A	Auto Disability Insurance	N/A	N/A
Registration Fees and License Fees		N/A	Auto Warranty	N/A	N/A
Documentation Fee		N/A	Concess. Charge or Other		34539.00
			Actual Gross Capitalized Cost		

CREDIT LIFE AND DISABILITY INSURANCE: CONSUMER CREDIT RESERVATION IS NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST.

A	Gross Capitalized Cost. The agreed upon value of the Vehicle \$ <u>33972.00</u> and any finance charges are \$ <u>36539.00</u>	\$
B	Capitalized Cost Reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash Lessee pays that reduces the gross capitalized cost.....	\$
C	Adjusted Capitalized Costs. The amount used in calculating Lessor's base monthly payment.....	\$
D	Residual Value. The value of the Vehicle at the end of the Lease used in calculating Lessor's base monthly payment.....	\$
E	Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term.....	\$
F	Rent Charge. The amount charged in addition to the depreciation and any amortized amounts.....	\$
G	Total Base Monthly Payments. The depreciation and any amortized amounts plus the rent charge.....	\$
H	Lease Payments. The number of payments in Lessor's Lease ("Lease Term").....	#
I	Base Monthly Payment.....	\$
J	Monthly Sales Tax.....	\$
K	Total Monthly Payment.....	\$
L	Early Termination. Lessee may have to pay a substantial charge if Lessee ends this Lease early. The charge may be up to several thousand dollars. ¹ The	\$

[illegible]

The lessor acknowledges that all rights concerning contract time and problems relating to the business (if purchased) as to be decided to Dealer identified above which is irrevocable and non-transferable. The coverage set forth is a separate order or agreement issued by Dealer and/or the insurance Company.

CONSUMERS LETTER	CONSUMERS LETTER	CONSUMERS LETTER
Credit Limit: \$ Credit Monthly: \$	Lease term credit limit: \$ Lease term credit monthly: \$	Lease term credit limit: \$ Lease term credit monthly: \$

Dealer and/or Lessor may be retaining a portion of the amounts indicated in Per. 33A and/or Per. 38

ENTIRE AGREEMENT. This Lease confirms the entire agreement of the parties and may not be modified or revoked without the written consent of the Lessor and Lessor. Lessee hereby waives the right to trial by jury of any matters arising out of, and any of the issues contemplated herein. Lessee has read this agreement and acknowledges receipt of a complete copy. If there are multiple Lessees signing this Lease, all will be deemed to be jointly and severally liable for the obligations under it.

LESSOR: *Caribbean Marine, Inc.*
 LESSEE: *XX Michael O. Mulsant*

JUL 29 2002
 X
 LESSOR
 LESSEE

Delivery Receipt
 I, the undersigned, hereby acknowledge that I have been notified and examined the Vehicle described in paragraph 7 of this Lease, that the Vehicle is equipped as described and in good operating order.

EXHIBIT

The undersigned guarantees payment, performance, and all obligations as lessor of the above Lessee under the terms of this lease. Lessor shall not be required to enforce the recovery of any amounts, immediately, modification or compensation or any deficiencies, liability or obligation of Lessee under the terms of this lease. It bears the multiple guaranties during the term, at will by jointly and severally liable to the obligee under this lease.

GUARANTY FILL IN ONLY IF THERE IS A GUARANTOR

Lessor X _____ <i>X Richard D. MacLeod</i> Date _____	Lessee Y _____ Date _____
X Guarantor _____	
address _____ City _____ State _____ Zip Code _____	
THIS LEASE IS SUBJECT TO, AND LESSEE AGREES TO BE BOUND BY, THE ADDITIONAL PROVISIONS SET FORTH ON THE OTHER SIDE HEREOF. THE SAME BEING INCORPORATED HEREIN BY REFERENCE.	

EXHIBIT

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 FifthThird 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 Asst VP
(SIGNATURE)

**S. DOOLEY
ASST. VICE PRESIDENT**