

05-1691-CD  
Ford Credit et al vs Brett A. Keltz

Ford Credit et al vs. Brett A. Keltz  
2005-1691-CD

GREGG L. MORRIS, ESQ.  
PATENAUDE & FELIX, A.P.C.  
213 E. MAIN STREET  
CARNEGIE, PA 15106  
(412) 429-7675  
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PA ID #69006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT t/d/b/a  
FORD MOTOR CREDIT COMPANY,

Plaintiff,

v.

BRETT A. KELTZ,

Defendant.

NO. 05-1691-CD

**COMPLAINT IN CIVIL  
ACTION**

Filed on behalf of:  
Ford Credit t/d/b/a  
Ford Motor Credit Company,  
Plaintiff

Counsel of Record for This  
Party:

Gregg L. Morris, Esquire  
Pa I.D. #69006

Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

KELTZ, BRETT 2800.2791.wpd

**FILED** Any pd. 85.00  
m/3:35/1  
OCT 31 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT t/d/b/a	)	
FORD MOTOR CREDIT COMPANY,	)	
	)	NO.
Plaintiff,	)	
	)	
v.	)	
	)	
BRETT A. KELTZ,	)	
	)	
Defendant.	)	

**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, 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:**

**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 ADMINISTRATION  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 Ext. 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT t/d/b/a	)	
FORD MOTOR CREDIT COMPANY,	)	
	)	NO.
Plaintiff,	)	
	)	
v.	)	
	)	
BRETT A. KELTZ,	)	
	)	
Defendant.	)	

**COMPLAINT IN CIVIL ACTION**

AND NOW, comes Plaintiff, FORD CREDIT t/d/b/a FORD MOTOR CREDIT COMPANY, by and through its attorney, GREGG L. MORRIS, ESQUIRE and the law offices of PATENAUDE & FELIX, A.P.C and files the following **Complaint in Civil Action**, and in support thereof aver as follows:

1. Plaintiff, Ford Credit t/d/b/a Ford Motor Credit Company, is a corporation with offices at 575 East Swedesford Road, Suite 100, Wayne, Pennsylvania 19087.
2. Defendant is, Brett A. Keltz, an adult individual, who is believed to currently reside at 636 Treasure Lake, Du Bois, Pennsylvania 15801.
3. On or about March 31, 2001, the aforesaid Defendant entered into a written automobile lease agreement (hereinafter "Lease") for personal property. A true and correct copy of the Lease is attached hereto, marked as Plaintiff's Exhibit "1" and incorporated by reference.
4. Plaintiff is the holder of the lease and is entitled to payment under the terms thereof.
5. Defendant is in default for failing to pay in accordance with the terms of the Lease, and Plaintiff sustained a loss as a direct and proximate result of Defendant's breach.

6. The outstanding balance due from Defendant to Plaintiff is \$8,036.70 plus interest at the legal rate of per annum from January 15, 2005.

7. Plaintiff avers that Defendant defaulted under the Contract by failing to make payments to Plaintiff as promised.

8. Despite repeated requests, Defendant has willfully failed and/or refused to pay the aforesaid sum due.

9. The terms of the Contract provide that Defendant will pay Plaintiff's reasonable attorney's fees.

10. Plaintiff avers that such attorney's fees will amount to \$2,350.00.

**WHEREFORE**, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of \$8,036.70, interest from the date of breach, reasonable attorney's fees in the amount of \$2,350.00 with continuing interest thereon at the legal rate from the date of Judgment plus costs. The damages requested are less than the maximum amount for compulsory arbitration as set by the Court.

Respectfully Submitted:

Patenaude & Felix, A.P.C

Gregg L. Morris, Esquire  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675



1-800-727-7000		Ohio Motor Vehicle Lease Agreement		Lease Date: 03/31/2001	
		Lessee (and Co-Lessee) - Name and Address (including County): BRETT A KELT 793 BIRCHWOOD WILLOUGHBY, OH 44094			
		Lessor - Name and Address: LIBERTY FORD SOUTHWEST INC. 6600 PEARL RD PARMA HEIGHTS, OH 44130		A-4 AVN145H940	
"Ford Credit" is Ford Motor Credit Company. The "Holder" is FORD CREDIT TITLE TRUST and its assigns. By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease.					
New/Used/Demo	Mileage at Delivery	Year/Make/Model	GVW or Truck (lbs.)	Vehicle ID #	Vehicle Use
NEW	495	2001 FORD TAURUS		1FAFP55S91A133547	Personal
1. Amount Due At Lease Signing or Delivery (Itemized below) \$ 2000.00		2. Monthly Payments Your first monthly payment of \$ 285.20 is due on 03/31/2001 followed by 35 payments of \$ 285.20 on the 30TH day of each month. The total of your monthly payments is \$ 10257.20		3. Other Charges (not part of Your monthly payment) Disposition fee (if You do not purchase the Vehicle) N/A Total \$ N/A	
4. Total of Payments (The amount You will have paid by the end of the lease) \$ 11982.00					
* Itemization of Amount Due at Lease Signing or Delivery					
5. Amounts Due At Lease Signing or Delivery: a. Capitalized cost reduction \$ 1621.56 b. First monthly payment \$ 285.20 c. Refundable security deposit N/A d. Title fees N/A e. Registration fees N/A f. Cap Reduction Tax 93.24 g. N/A h. N/A Total \$ 2000.00		6. How the Amount Due at Lease Signing or Delivery will be paid: a. Net trade-in allowance \$ 0.00 b. Rebates and noncash credits N/A c. Amount to be paid in cash N/A Amount Paid By Dealer 2000.00 Total \$ 2000.00			
7. Your monthly payment is determined as shown below:					
a. Gross capitalized cost. The agreed upon value of the Vehicle (\$19200.00) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit) or lease balance) (Itemized below) \$ 19200.00 b. Capitalized cost reduction. The amount of any net trade-in allowance, rebates, noncash credit, or cash that You pay that reduces the gross capitalized cost - 1621.56 c. Adjusted capitalized cost. The amount used in calculating Your base monthly payment - 17578.44 d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base monthly payment - 8791.45 e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term = 8826.99 f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts + 881.85 g. Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge = 9708.84 h. Lease payments. The number of payments in Your lease = 36 i. Base monthly payment = 269.69 j. Monthly sales / use tax = 15.51 k. N/A l. N/A m. Total monthly payment \$ 285.20 n. Lease term in months 36					
Early Termination. You may have to pay a substantial charge if You and this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.					
8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor 15 cents per mile for each mile in excess of 55,000 miles shown on the odometer. See items 19 and 23 on back for additional excess wear and use terms.					
9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of N/A cents per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than \$1.00.					
10. Purchase Option at End of Lease Term \$ 9801.45 plus official fees and taxes is Your lease end purchase option price. You have the option to purchase the Vehicle from Lessor in cash for the purchase option price at the end of this lease term if You are not in default.					
Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.					
11. WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below: <input checked="" type="checkbox"/> Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle. <input type="checkbox"/> If the Vehicle is of a type normally used for personal use and the Lessee, or the Vehicle's manufacturer, extends a written warranty or service contract covering the Vehicle within 90 days from the date of this lease, You get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, You understand and agree that there are no such implied warranties except as otherwise required by state law.		15. LIFE, DISABILITY AND OTHER INSURANCE. These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease. Life Insurance \$ 9982.00 Insured Initial Coverage Amount \$ N/A Insured(s) Premium Disability Insurance \$ 285.20 Insured Monthly Coverage \$ N/A Insured Premium Other Insurance Type \$ N/A Insured Monthly Coverage \$ N/A Insured(s) Premium Insured's Signature(s) Total Premiums \$ N/A			
12. OFFICIAL FEES AND TAXES \$ 651.60 The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.					
13. LESSOR SERVICES (See item 18 on back)					
14. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less.					
16. *Itemization of Gross Capitalized Cost					
Agreed Upon Value of the Vehicle \$ 19200.00	Sales/Use Tax & Other Applicable Taxes \$ N/A	Title Fees \$ N/A	License & Registration Fees \$ N/A	Extended Warranty & Service Contract \$ N/A	Lesser Services \$ N/A
Documentation Fee \$ N/A	Life Insurance Premium \$ N/A	Disability Insurance Premium \$ N/A	\$ N/A	\$ N/A	Acquisition Fee \$ N/A
					Total Gross Capitalized Cost \$ 19200.00
SIGNATURES AND IMPORTANT NOTICES					
Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Ford Credit.					
Lessee: <u>Brett Kel</u> By: _____ Title: _____ Co-Lessee: _____ By: _____ Title: _____					
NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in. (2) You have the right to get a filled-in copy of this lease. You state that You have been given a filled-in copy of this lease at the time You sign it and notice of an assignment of this lease by the Lessor to Holder.					
Lessee: <u>Brett Kel</u> By: _____ Title: _____ Co-Lessee: _____ By: _____ Title: _____					
Lessor is hereby notified that Holder has assigned to "Intermediary," as defined in the Red Carpet Lease Assignment, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.					
Lessor accepts this lease and assigns it to Holder under the terms of the Red Carpet Lease - WDR Plan agreement between Lessor and Holder unless otherwise indicated here:					
Lessor: LIBERTY FORD SOUTHWEST INC. By: _____ Title: _____ <input type="checkbox"/> LEV GUARANTY <input type="checkbox"/> FINANCE MGR					

EXHIBIT "1"

# VEHICLE MAINTENANCE, INSURANCE AND USE

**17. VEHICLE USE AND SUBLEASING** You will not use, or permit others to use the Vehicle (a) in violation of any law, (b) contrary to the provisions of any insurance policies covering the Vehicle, (c) outside the state where first titled or registered for more than 30 days without Ford Credit's written consent, (d) outside the United States, except for less than 30 days in Canada, or (e) as a private or public carrier. You will keep this lease and Vehicle free of all liens and encumbrances. You will not assign or sublease any interest in the Vehicle or lease without Ford Credit's written consent.

**18. VEHICLE MAINTENANCE AND OPERATING COSTS** Proper Vehicle maintenance is your responsibility. You must maintain and service the Vehicle at your own expense, using materials that meet the manufacturer's specifications. This includes following the owner's manual and maintenance schedule, documenting maintenance performed, and making all needed repairs. You are also responsible for all operating costs such as gas and oil. Lessor will provide the service(s), if any, identified in the Lessor Services section under the terms of a separate agreement. The manufacturer will invalidate warranty coverage on parts affected by a failure to maintain the Vehicle as required by the manufacturer. (See Lessor Services on the front of lease)

**19. DAMAGE REPAIR** You are responsible for repairs of All Damage which are not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its pre-accident condition, including repairs to Exterior Sheet Metal and Plastic Components, and to Vehicle Safety Systems, including air bag, seat belt and bumper system components. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts or those of equal quality. Discuss this requirement with Your insurance company prior to signing a collision repair estimate or before authorizing any collision repair work.

If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.

**20. VEHICLE INSURANCE** You must insure the Vehicle during this lease. This insurance must be acceptable to Ford Credit and protect You and Holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of \$1,000; and (b) collision and upset insurance with a maximum deductible of \$1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of \$12,500 for any one person and \$25,000 for any one accident, and \$7,500 for property damage. If the state in which You unregister the Vehicle establishes or changes the minimum automobile liability insurance limits greater than those listed above for bodily injury or death and property damage insurance, You must insure the Vehicle and the Holder at the higher minimum limits established by the state. These amounts may not be sufficient to cover all Your liabilities. You may wish to consult Your insurance advisor about obtaining additional coverage. You will let the lessor payee and additional insured as requested by Lessor. You must give Ford Credit evidence of this insurance.

You authorize Ford Credit, on your behalf, to receive and endorse checks or drafts, and settle or release any claim under the insurance related to Holder's ownership of the Vehicle. You also assign to Holder any other insurance proceeds related to this lease or Holder's interest in the Vehicle.

If You or Ford Credit obtain a refund for amounts paid to third parties for insurance, service contracts, or any other amount paid to a third party included in the Gross Capitalized Cost of this lease, You must pay to the Holder the entire amount of the refund and You authorize the Holder to subtract the refund from the amount You owe under this lease.

## LESSOR IS NOT PROVIDING VEHICLE INSURANCE OR LIABILITY INSURANCE

If You title/register the Vehicle in, or change the garage location of the Vehicle to a state where Ford Credit has established minimum automobile liability insurance limits greater than those listed above for bodily injury or death and property damage insurance, you must insure the Vehicle and the Holder at the higher minimum limits established by Ford Credit.

## ENDING YOUR LEASE

**21. TERMINATION** This lease will terminate (end) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor, and (c) the payment by You of all amounts owed under this lease. Ford Credit may cancel this lease if You default.

**22. RETURN OF VEHICLE** If You do not buy the Vehicle, at lease end You must return it to Lessor unless Ford Credit specifies another place. If You fail to return the Vehicle, You must continue to pay the monthly payments plus other damages to Ford Credit, including amounts payable under default. Payment of these amounts will not allow You to keep the Vehicle.

**23. STANDARDS FOR EXCESS WEAR AND USE** You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) Tires which are unbalanced, unsafe or have less than 1/8 inch of remaining tread in any place; (b) Electrical or Mechanical defects or malfunctions; (c) Glass, Paint, Body Panels, Trim and Grill Work that are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented or rusted; (d) Interior rips, stains, burns or worn areas; and (e) All Damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts or those of equal quality. Your use or repair of the vehicle must not invalidate any warranty.

If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.

**24. ODOMETER STATEMENT** Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease.

**25. VOLUNTARY EARLY TERMINATION AND RETURN THE VEHICLE** You may terminate this lease early, if You are not in default, by returning the Vehicle to Lessor and paying the following: (a) an early termination fee of \$200, plus (b) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, plus (c) all other amounts then due under this lease. You will never pay more than the sum of the remaining unpaid lease payments, plus any excess wear and use and mileage charges, and all other amounts then due under this lease.

**VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE** You may purchase the Vehicle from Lessor at any time for the sum of the remaining payments, less any unexpired Rent Charges, plus the purchase option price and all other amounts then due under this lease.

Unpaid Adjusted Capitalized Cost is reduced on each payment due date. It is calculated by reducing the Adjusted Capitalized Cost each month by the difference between the Base Monthly Payment and the part of the Rent Charges earned in that month on an actuarial basis. Rent charges are earned when due. Lessor or Ford Credit will provide You with a written explanation of the actuarial method upon Your request.

Fair Market Wholesale Value, at Your option, will be: (a) an amount agreed to by You and the Lessor, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within 10 days from termination from an independent third party agreeable to Ford Credit, or (c) if not established by agreement or appraisal, the net amount received by Ford Credit upon the sale of the Vehicle at wholesale.

Please contact Ford Credit at 1-800-727-7000 or [www.fordcredit.com](http://www.fordcredit.com) if You have any questions regarding terminating Your Red Carpet Lease.

## DEFAULT AND LOSS OF VEHICLE

**26. DEFAULT** You will be in default if (a) You fail to make any payment when due, or (b) a bankruptcy petition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.

If You are in default, Ford Credit may cancel this lease, take back the Vehicle and sell it at a public or private sale. You also give Ford Credit the right to go on Your property to peacefully retake the Vehicle. Even if Ford Credit retakes the Vehicle, You must still pay all once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the value which could be realized at the sale of the Vehicle, plus (b) all other amounts then due under this lease. The value which could be realized at the sale of the Vehicle at Your option will be: (a) the net amount received by Ford Credit upon the sale of the Vehicle at wholesale, or (b) as determined by a professional appraisal obtained by You at Your expense within 10 days from

default, from an independent third party agreeable to Ford Credit. You must also pay all expenses, including reasonable attorneys fees, payable by Ford Credit to obtain, hold and sell the Vehicle, collect amounts due and enforce Holder's rights under this lease. You authorize Ford Credit to cancel Your insurance and apply any proceeds to Your obligation.

**27. LOSS OR DESTRUCTION OF VEHICLE** If the Vehicle is stolen or destroyed, You will pay to Ford Credit: (a) the Unpaid Adjusted Capitalized Cost, plus (b) all other amounts then due under this lease, minus (c) any insurance proceeds received by Ford Credit. **Gap Insurance:** If You had in effect the insurance required under this lease and Ford Credit receives the full proceeds, You will pay to Ford Credit: (a) any past due monthly payments; plus (b) the amount of the applicable insurance deductible; plus (c) all other amounts then due under this lease. Even if the Vehicle is insured, until Ford Credit receives the appropriate amount above, You are responsible for the scheduled monthly payments.

## ADDITIONAL INFORMATION

**28. ASSIGNMENT AND ADMINISTRATION** When You and Lessor sign this lease, Lessor will assign it to Holder. Ford Credit or a substitute will administer this lease. You must then pay all amounts due under this lease to Ford Credit.

If Ford Credit is not the Holder at this lease, Holder has appointed Ford Credit as its agent. As agent for Holder, Ford Credit has the power to act on Holder's behalf to administer, enforce, and defend this lease. If Lessor has agreed to repair or maintain the Vehicle, obtain any insurance or perform any other service, You will look only to the Lessor for these services.

**29. TAXES** You will promptly pay all fees, charges, and taxes relating to the lease or Vehicle (except for Lessor's or Holder's income taxes). You will pay these amounts even if they are assessed after lease end.

**30. TITLING** The Vehicle will be titled in the name of Holder. You will register the Vehicle as directed by Ford Credit. You will pay all license, title and registration costs.

**31. LIFE INSURANCE** If Ford Credit receives the benefits paid under any life insurance described on the reverse side, this lease will continue if there is a Co-Lessee. Any Co-Lessee will pay when due all amounts not paid by

the insurance. If there is no Co-Lessee, Ford Credit will accept a reasonable replacement designated by Your estate who agrees in writing to perform Your obligations not covered by the insurance.

**32. INDEMNITY** You will indemnify and hold harmless Lessor, Ford Credit and Holder and their assigns from any loss or damage to the Vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the Vehicle. You will promptly pay all fines and tickets imposed on the Vehicle or its driver. If You do not pay, You will reimburse Ford Credit and pay a \$20 administration fee, unless prohibited by law, for every such fine, ticket, or penalty that must be paid on Your behalf.

**33. SECURITY DEPOSIT** Your security deposit may be used by Ford Credit to pay all amounts that You fail to pay under this Lease. You will not receive any interest, profits or other earnings on Your security deposit(s).

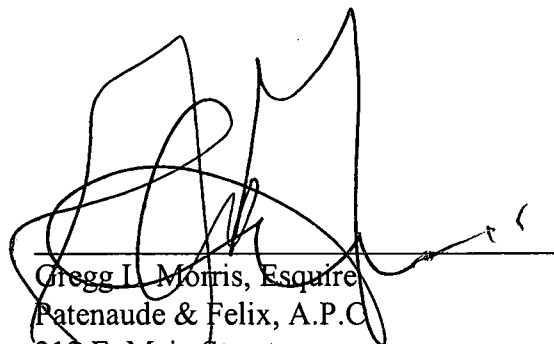
**34. GENERAL** Except as otherwise provided by the law of the state where You reside, the law that will apply to this lease is the law of the state where the Lessor's place of business is, as set forth on the front of the lease. If that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be good.

### VERIFICATION

The undersigned is an authorized agent of the Plaintiff and verifies that the facts and statements made herein are true and correct based upon my knowledge, information and belief, and is based upon and has been obtained from a review of the facts and information contained in the business records of the Plaintiff supplied to us by the Plaintiff. Counsel has signed the verification as a matter of time and convenience. The verification of the party will be provided if requested. The statements are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date:

10/27/05



Gregg L. Morris, Esquire  
Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675



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

Service # 1 of 1 Services

Sheriff Docket # **100966**

FORD CREDIT t/d/b/a FORD MOTOR CREDIT COMPANY

Case # 05-1691-CD

vs.

**BRETT A. KELTZ**

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW February 15, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO BRETT A. KELTZ, DEFENDANT. DEFENDANT UNKNOWN.

SERVED BY: /

**FILED**

013109301  
FEB 15 2006

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100966  
NO: 05-1691-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: FORD CREDIT t/d/b/a FORD MOTOR CREDIT COMPANY  
vs.  
DEFENDANT: BRETT A. KELTZ

SHERIFF RETURN

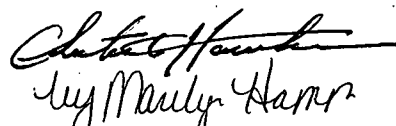
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PATENAUDE	30851	10.00
SHERIFF HAWKINS	PATENAUDE	30851	32.43

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,



Chester A. Hawkins  
Sheriff

GREGG L. MORRIS, ESQ.  
PATENAUE & FELIX, A.P.C.  
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Counsel of Record for This  
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Gregg L. Morris, Esquire  
Pa I.D. #69006

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213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

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

KELTZ, BRETT 2800.2791.wpd

OCT 31 2005

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
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FORD CREDIT t/d/b/a	)	
FORD MOTOR CREDIT COMPANY,	)	
	)	NO.
Plaintiff,	)	
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	)	
BRETT A. KELTZ,	)	
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**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 ADMINISTRATION  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 Ext. 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT t/d/b/a	)	
FORD MOTOR CREDIT COMPANY,	)	
	)	NO.
Plaintiff,	)	
	)	
v.	)	
	)	
BRETT A. KELTZ,	)	
	)	
Defendant.	)	

**COMPLAINT IN CIVIL ACTION**

AND NOW, comes Plaintiff, FORD CREDIT t/d/b/a FORD MOTOR CREDIT COMPANY, by and through its attorney, GREGG L. MORRIS, ESQUIRE and the law offices of PATENAUDE & FELIX, A.P.C and files the following **Complaint in Civil Action**, and in support thereof aver as follows:

1. Plaintiff, Ford Credit t/d/b/a Ford Motor Credit Company, is a corporation with offices at 575 East Swedesford Road, Suite 100, Wayne, Pennsylvania 19087.
2. Defendant is, Brett A. Keltz, an adult individual, who is believed to currently reside at 636 Treasure Lake, Du Bois, Pennsylvania 15801.
3. On or about March 31, 2001, the aforesaid Defendant entered into a written automobile lease agreement (hereinafter "Lease") for personal property. A true and correct copy of the Lease is attached hereto, marked as Plaintiff's Exhibit "1" and incorporated by reference.
4. Plaintiff is the holder of the lease and is entitled to payment under the terms thereof.
5. Defendant is in default for failing to pay in accordance with the terms of the Lease, and Plaintiff sustained a loss as a direct and proximate result of Defendant's breach.

6. The outstanding balance due from Defendant to Plaintiff is \$8,036.70 plus interest at the legal rate of per annum from January 15, 2005.

7. Plaintiff avers that Defendant defaulted under the Contract by failing to make payments to Plaintiff as promised.

8. Despite repeated requests, Defendant has willfully failed and/or refused to pay the aforesaid sum due.

9. The terms of the Contract provide that Defendant will pay Plaintiff's reasonable attorney's fees.

10. Plaintiff avers that such attorney's fees will amount to \$2,350.00.

**WHEREFORE**, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of \$8,036.70, interest from the date of breach, reasonable attorney's fees in the amount of \$2,350.00 with continuing interest thereon at the legal rate from the date of Judgment plus costs. The damages requested are less than the maximum amount for compulsory arbitration as set by the Court.

Respectfully Submitted:

Patenaude & Felix, A.P.C

Gregg L. Morris, Esquire  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

EXHIBIT "1"

# VEHICLE MAINTENANCE, INSURANCE AND USE

**17. VEHICLE USE AND SUBLEASING** You will not use, or permit others to use the Vehicle (a) in violation of any law, (b) contrary to the provisions of any insurance policies covering the Vehicle, (c) outside the state where first titled or registered for more than 30 days without Ford Credit's written consent, (d) outside the United States, except for less than 30 days in Canada or (e) as a private or public carrier. You will keep this lease and Vehicle free of all liens and encumbrances. You will not assign or sublease any interest in the Vehicle or lease without Ford Credit's written consent.

**18. VEHICLE MAINTENANCE AND OPERATING COSTS** Proper Vehicle maintenance is Your responsibility. You must maintain and service the Vehicle at Your own expense, using materials that meet the manufacturer's specifications. This includes following the owner's manual and maintenance schedule, documenting maintenance performed, and making all needed repairs. You are also responsible for all operating costs such as gas and oil. Lessor will provide the service(s), if any, identified in the Lessor Services section under the terms of a separate agreement. The manufacturer will invalidate warranty coverage on parts affected by a failure to maintain the Vehicle as required by the manufacturer. (See Lessor Services on the front of lease)

**19. DAMAGE REPAIR** You are responsible for repairs of All Damage which are not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its pre-accident condition, including repairs to Exterior Sheet Metal and Plastic Components, and to Vehicle Safety Systems, including air bag, seat belt and bumper system components. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts or those of equal quality. Discuss this requirement with Your insurance company prior to signing a collision repair estimate or before authorizing any collision repair work.

If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.

**20. VEHICLE INSURANCE** You must insure the Vehicle during this lease. This insurance must be acceptable to Ford Credit and protect You and Holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of \$1,000, and (b) collision and upset insurance with a maximum deductible of \$1,000, and (c) automobile liability insurance with minimum limits for bodily injury or death of \$12,500 for any one person and \$25,000 for any one accident, and \$7,500 for property damage. If the state in which You title/register the Vehicle establishes or changes the minimum automobile liability insurance limits greater than those listed above for bodily injury or death and property damage insurance, You must insure the Vehicle and the Holder at the higher minimum limits established by the state. These amounts may not be sufficient to cover all Your liabilities. You may wish to consult Your insurance advisor about obtaining additional coverage. You will list the loss payee and additional insureds requested by Lessor. You must give Ford Credit evidence of this insurance.

You authorize Ford Credit, on Your behalf, to receive and endorse checks or drafts, and settle or release any claim under the insurance related to Holder's ownership of the Vehicle. You also assign to Holder any other insurance proceeds related to this lease or Holder's interest in the Vehicle.

If You or Ford Credit obtain a refund for amounts paid to third parties for insurance, service contracts, or any other amount paid to a third party included in the Gross Capitalized Cost of this lease, You must pay to the Holder the entire amount of the refund and You authorize the Holder to subtract the refund from the amount You owe under this lease.

## LESSOR IS NOT PROVIDING VEHICLE INSURANCE OR LIABILITY INSURANCE

If You title/register the Vehicle in, or change the garage location of the Vehicle to a state where Ford Credit has established minimum automobile liability insurance limits greater than those listed above for bodily injury or death and property damage insurance, you must insure the Vehicle and the Holder at the higher minimum limits established by Ford Credit.

## ENDING YOUR LEASE

**21. TERMINATION** This lease will terminate (end) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor, and (c) the payment by You of all amounts owed under this lease. Ford Credit may cancel this lease if You default.

**22. RETURN OF VEHICLE** If You do not buy the Vehicle, at lease end You must return it to Lessor unless Ford Credit specifies another place. If You fail to return the Vehicle, You must continue to pay the monthly payments plus other damages to Ford Credit, including amounts payable under default. Payment of these amounts will not allow You to keep the Vehicle.

**23. STANDARDS FOR EXCESS WEAR AND USE** You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) Tires which are unbalanced, unsafe or have less than 1/8 inch of remaining tread in any place; (b) Electrical or Mechanical defects or malfunctions; (c) Glass, Paint, Body Panels, Trim and Grill Work that are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented or rusted; (d) Interior tips, stains, burns or worn areas; and (e) All Damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts or those of equal quality. Your use or repair of the vehicle must not invalidate any warranty.

If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.

**24. ODOMETER STATEMENT** Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease.

**25. VOLUNTARY EARLY TERMINATION AND RETURN THE VEHICLE** You may terminate this lease early if You are not in default, by returning the Vehicle to Lessor and paying the following: (a) an early termination fee of \$200, plus (b) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, plus (c) all other amounts then due under this lease. You will never pay more than the sum of the remaining unpaid lease payments, plus any excess wear and use and mileage charges, and all other amounts then due under this lease.

**VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE** You may purchase the Vehicle from Lessor at any time for the sum of the remaining payments, less any unearned Rent Charges, plus the purchase option price and all other amounts then due under this lease.

Unpaid Adjusted Capitalized Cost is reduced on each payment due date. It is calculated by reducing the Adjusted Capitalized Cost each month by the difference between the Base Monthly Payment and the part of the Rent Charges earned in that month on an actuarial basis. Rent charges are earned when due. Lessor or Ford Credit will provide You with a written explanation of the actuarial method upon Your request.

Fair Market Wholesale Value, at Your option, will be: (a) an amount agreed to by You and the Lessor, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within 10 days from termination from an independent third party agreeable to Ford Credit, or (c) if not established by agreement or appraisal, the net amount received by Ford Credit upon the sale of the Vehicle at wholesale.

Please contact Ford Credit at 1-800-727-7000 or [www.fordcredit.com](http://www.fordcredit.com) if You have any questions regarding terminating Your Red Carpet Lease.

## DEFAULT AND LOSS OF VEHICLE

**26. DEFAULT** You will be in default if (a) You fail to make any payment when due, or (b) a bankruptcy petition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.

If You are in default, Ford Credit may cancel this lease, take back the Vehicle and sell it at a public or private sale. You also give Ford Credit the right to go on Your property to peacefully retrieve the Vehicle. Even if Ford Credit retakes the Vehicle, You must still pay at once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the value which could be realized at the sale of the Vehicle, plus (b) all other amounts then due under this lease. The value which could be realized at the sale of the Vehicle at Your option will be: (a) the net amount received by Ford Credit upon the sale of the Vehicle at wholesale, or (b) as determined by a professional appraisal obtained by You at Your expense within 10 days from

default, from an independent third party agreeable to Ford Credit. You must also pay all expenses, including reasonable attorneys fees, payable by Ford Credit to obtain, hold and sell the Vehicle, collect amounts due and enforce Holder's rights under this lease. You authorize Ford Credit to cancel Your insurance and apply any proceeds to Your obligation.

**27. LOSS OR DESTRUCTION OF VEHICLE** If the Vehicle is stolen or destroyed, You will pay to Ford Credit: (a) the Unpaid Adjusted Capitalized Cost, plus (b) all other amounts then due under this lease, minus (c) any insurance proceeds received by Ford Credit. Gap Waiver: If You had in effect the insurance required under this lease and Ford Credit receives the full proceeds, You will pay to Ford Credit: (a) any past due monthly payments; plus (b) the amount of the applicable insurance deductible, plus (c) all other amounts then due under this lease. Even if the Vehicle is insured, until Ford Credit receives the appropriate amount above, You are responsible for the scheduled monthly payments.

## ADDITIONAL INFORMATION

**28. ASSIGNMENT AND ADMINISTRATION** When You and Lessor sign this lease, Lessor will assign it to Holder, Ford Credit or a substitute will administer this lease. You must then pay all amounts due under this lease to Ford Credit.

If Ford Credit is not the Holder of this lease, Holder has appointed Ford Credit as its agent. As agent for Holder, Ford Credit has the power to act on Holder's behalf to administer, enforce, and defend this lease. If Lessor has agreed to repair or maintain the Vehicle, obtain any insurance or perform any other service, You will look only to the Lessor for these services.

**29. TAXES** You will promptly pay all fees, charges, and taxes relating to the lease or Vehicle (except for Lessors or Holder's income taxes). You will pay these amounts even if they are assessed after lease end.

**30. TITLING** The Vehicle will be titled in the name of Holder. You will register the Vehicle as directed by Ford Credit. You will pay all license, title and registration costs.

**31. LIFE INSURANCE** If Ford Credit receives the benefits paid under any life insurance described on the reverse side, this lease will continue if there is a Co-Lessee. Any Co-Lessee will pay when due all amounts not paid by

the insurance, if there is no Co-Lessee. Ford Credit will accept a reasonable replacement designated by Your estate who agrees in writing to perform Your obligations not covered by the insurance.

**32. INDEMNITY** You will indemnify and hold harmless Lessor, Ford Credit and Holder and their assigns from any loss or damage to the Vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the Vehicle. You will promptly pay all fines and tickets imposed on the Vehicle or its driver. If You do not pay, You will reimburse Ford Credit and pay a \$20 administration fee, unless prohibited by law, for every such fine, ticket, or penalty that must be paid on Your behalf.

**33. SECURITY DEPOSIT** Your security deposit may be used by Ford Credit to pay all amounts that You fail to pay under this Lease. You will not receive any interest, profits or other earnings on Your security deposit(s).

**34. GENERAL** Except as otherwise provided by the law of the state where You reside, the law that will apply to this lease is the law of the state where the Lessor's place of business is, as set forth on the front of the lease. If that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be good.

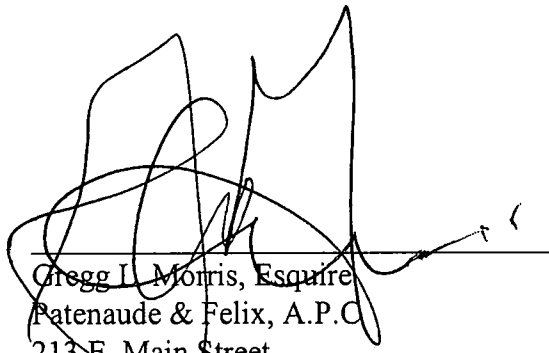


### VERIFICATION

The undersigned is an authorized agent of the Plaintiff and verifies that the facts and statements made herein are true and correct based upon my knowledge, information and belief, and is based upon and has been obtained from a review of the facts and information contained in the business records of the Plaintiff supplied to us by the Plaintiff. Counsel has signed the verification as a matter of time and convenience. The verification of the party will be provided if requested. The statements are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date:

10/27/05



Gregg L. Morris, Esquire  
Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT t/d/b/a  
FORD MOTOR CREDIT COMPANY,

Plaintiff,

v.

BRETT A. KELTZ,

Defendant.

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NO. 05-1691-CD

**PRAECIPE TO SETTLE AND  
DISCONTINUE WITHOUT  
PREJUDICE**

Filed on behalf of  
Ford Credit t/d/b/a  
Ford Motor Credit Company,  
Plaintiff

Counsel of Record for This  
Party:

Gregg L. Morris, Esquire  
Pa I.D. #69006

Patenaude & Felix, A.P.C.  
213 E. Main Street  
Carnegie, PA 15106  
(412)429-7675

KELTZ, BRETT 2800.2791.wpd

**FILED** No CC  
m/2.10.2m 1 Cert of disc.  
MAR 08 2006 to Atty Morris  
(LM) Copy to C/A

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

FORD CREDIT t/d/b/a  
FORD MOTOR CREDIT COMPANY,

Plaintiff,

v.

BRETT A. KELTZ,

Defendant.

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NO. 05-1691-CD

**PRAECIPE TO SETTLE AND DISCONTINUE**  
**WITHOUT PREJUDICE**

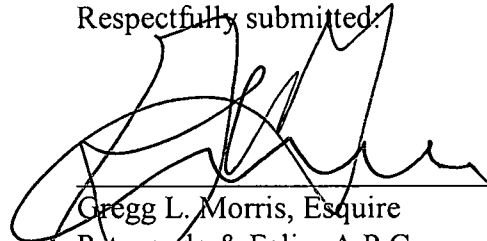
TO: Prothonotary

Please settle and discontinue the matter captioned above without prejudice. Thank you.

Respectfully submitted:

Date:

3/6/06

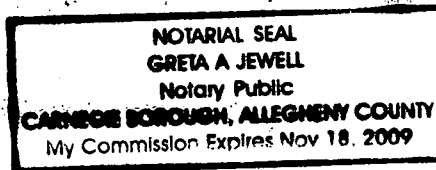


Gregg L. Morris, Esquire  
Patenaude & Felix, A.P.C  
213 E. Main Street  
Carnegie, PA 15106  
(412) 429-7675

Sworn to and subscribed before me

this 6<sup>th</sup> day of March 2006,

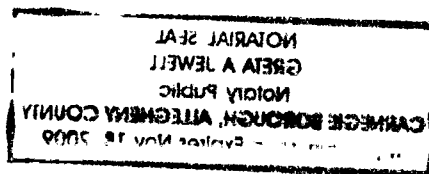
Greta A Jewell  
Notary Public



**FILED**

MAR 08 2006

William A. Shaw  
Prothonotary



☐ 4545 MURPHY CANYON ROAD, THIRD FLOOR  
SAN DIEGO, CA 92123  
TEL (858) 244-7600 (800) 832-7675  
FAX (858) 836-0318

☒ 213 EAST MAIN STREET  
CARNEGIE, PA 15106  
TEL (412) 429-7675 (866) 772-7675  
FAX (412) 429-7679

☐ 1771 EAST FLAMINGO ROAD, SUITE 112A  
LAS VEGAS, NV 89119  
TEL (702) 952-2031 (800) 867-3092  
FAX (702) 992-6286

March 1, 2006

Clearfield County Prothonotary  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

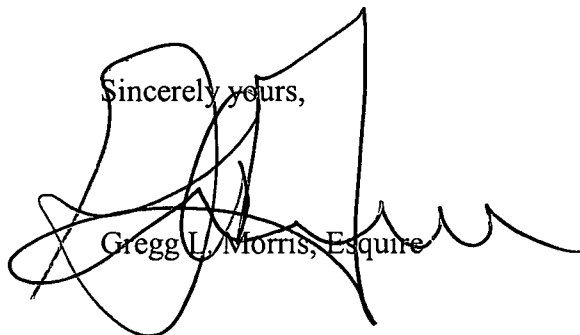
**Re.: Ford Credit t/d/b/a Ford Motor Credit Company v. Brett A. Keltz**  
**Our File No.: 2800.2791**  
**Docket No.: 05-1691-CD**

To Whom It May Concern:

Enclosed you will find a Praecipe to Settle and Discontinue for filing in the above captioned matter. Once the original has been filed, please return a time-stamped copy of the face sheet to my office in the enclosed, self-addressed, stamped envelope. Your cooperation in doing so is greatly appreciated.

Thank you in advance for your anticipated cooperation in this matter.

Sincerely yours,



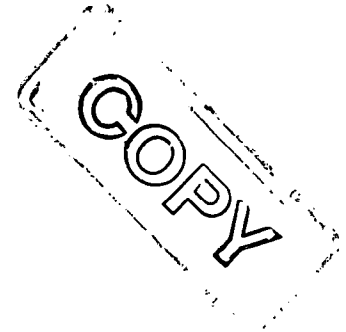
Gregg L. Morris, Esquire

GLM/gaj  
Enclosures

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR**

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION



Ford Credit  
Ford Motor Credit Company

Vs.  
Brett A. Keltz

No. 2005-01691-CD

CERTIFICATE OF DISCONTINUATION

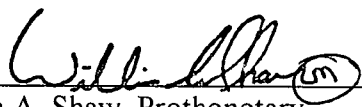
Commonwealth of PA  
County of Clearfield

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 March 8, 2006, marked:

Settled and Discontinued without prejudice

Record costs in the sum of \$85.00 have been paid in full by Gregg L. Morris Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 8th day of March A.D. 2006.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary