

06-532-CD
Ford Motor Credit Co vs Thomas

Ford Motor Credit vs Thomas James et al
2006-532-CD

**ARBITRATION MATTER
ASSESSMENT OF DAMAGES
HEARING NOT REQUIRED**

MAURICE & NEEDLEMAN, P.C.

BY: Joann Needleman, Esq.

Identification No. 74276

Thomas R. Dominczyk, Esq.

Identification No. 85248

935 One Penn Center

1617 John F. Kennedy Blvd

Philadelphia, PA 19103

(215) 789-7151

Attorney's for Plaintiff

FORD MOTOR CREDIT COMPANY
1335 S. Clearview Avenue
Mesa, AZ 85216

Plaintiff,

v.

THOMAS L JAMES JR
19 Cartwright Ln
Woodland, Pa 16881

THOMAS L JAMES SR
Rd1 Box 210
Woodland, Pa 16881

Defendant(s).

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

Case No. 2006-532-CD

FILED

APR 05 2006

William A. Shaw
Prothonotary/Clerk of Courts

1 cent to Appr
2 cent to SHFR

CIVIL ACTION COMPLAINT

NOTICE

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.

AVISO

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. Hace falta asentar una comparencia escrita o en persona o cun un abogado y entregar a 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 puede continuar la demanda en contra suya sin previo aviso o notificacion. Adernas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u 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.

PENNSYLVANIA BAR ASSOCIATION
Lawyer Referral Service P.O. Box 186, Harrisburg, PA 17108
(717) 238-6807 or (800) 692-7375

**ARBITRATION MATTER
ASSESSMENT OF DAMAGES
HEARING NOT REQUIRED**

MAURICE & NEEDLEMAN, P.C.
BY: Joann Needleman, Esq. Attorney's for Plaintiff
Identification No. 74276
Thomas R. Dominczyk, Esq.
Identification No. 85248
935 One Penn Center
1617 John F. Kennedy Blvd
Philadelphia, PA 19103
(215) 789-7151

FORD MOTOR CREDIT COMPANY
1335 S. Clearview Avenue
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Plaintiff,

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THOMAS L JAMES JR
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Woodland, Pa 16881

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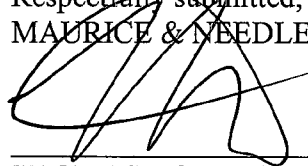
1. Plaintiff, Ford Motor Credit Company, is a Corporation with its place of business at 1335 S. Clearview Avenue Mesa, AZ 85216.
2. Defendant, Thomas L James Jr, is an individual who resides at 19 Cartwright Ln Woodland, Pa 16881.
3. Defendant, Thomas L James Sr, is an individual who resides at Rd1 Box 210 Woodland, Pa 16881.

4. At all times relevant, the Plaintiff was in the business of loaning money on motor vehicle installment sales contracts, including but not limited to the note signed by Defendant(s), hereinafter more fully described.
5. On or about 6/10/2000, the Defendant(s) entered into a written Motor Vehicle Retail Installment Contract, (hereinafter referred to as the "Contract"), for the purpose of obtaining financing in the amount of \$27,553.20 at an annual percentage rate of 9.9%, in order to purchase a certain motor vehicle, more particularly described in the Contract (hereinafter referred to as the "Vehicle"). *A copy of the Contract is attached and marked as Exhibit A.*
6. Pursuant to the Contract, Defendant(s) was required to make monthly payments in the amount of \$584.06 for a period of 60 months until the loan was paid in full all as is more fully set forth in the Contract.
7. Defendant(s) made monthly payments until 9/7/2004, but has failed to make any further payments thereafter, and are therefore in default of the Contract.
8. As a result of the default by Defendant(s), and pursuant to the terms of the Contract, the above-mentioned vehicle was repossessed and a notice of repossession was sent to the Defendant(s) giving the Defendant(s) the opportunity to redeem the Vehicle as well as notice of the sale date. *A copy of the notice of repossession and notice of sale date are attached and marked as Exhibit B.*
9. The Defendant(s) failed to redeem the Vehicle and the Vehicle was sold at auction with a credit given to the Defendant in the amount of \$5,700.00.

10. After providing the aforesaid credit, a balance of \$10,266.46 was still due and owing, and a notice of the deficiency balance was sent to the Defendant. *See copy of the notice of the deficiency balance attached and marked as Exhibit C.*
11. Pursuant to the terms of the contract, Defendant is required to pay all amounts due and owing, including any balance that may remain after the sale of the vehicle. The Defendant failed to do so.
12. Thereafter, Defendant entered into an agreement with Plaintiff to pay the outstanding balance, see copy of workout agreement attached and marked as Exhibit D.
13. Defendant has not complied with the terms of the agreement as he has not made payments to Plaintiff's attorney nor has he made his payments on a timely basis.
14. The total amount due and owing at the time of the filing of this complaint is \$7,566.46.

WHEREFORE, Plaintiff, requests judgment in its favor and against the Defendant(s), in the amount of \$7566.46, well as any additional interest and costs that may accrue and such other and further relief as this Court may deem equitable and just.

Respectfully submitted,
MAURICE & NEEDLEMAN, P.C.

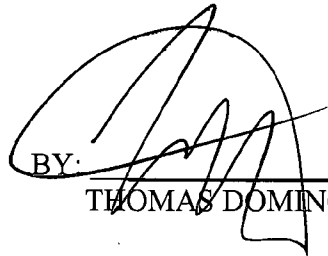


THOMAS DOMINCZYK, ESQUIRE
Attorney for Plaintiff

VERIFICATION

I, THOMAS DOMINCZYK, ESQUIRE, verify that I am the Attorney of record for Plaintiff, FORD MOTOR CREDIT COMPANY, and duly authorized to make this verification on its behalf; that statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

These statements are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.


BY: _____
THOMAS DOMINCZYK, ESQUIRE

DATED:

PRN
Ford Motor Credit Company
P.O. Box 17948
GREENVILLE, SC 29606-8948
(877) 805-7187

THOMAS L. JAMES JR
19 CARTWRIGHT LN
WOODLAND, PA 16881

Date of Repossession 10-19-2004		
Date of Notice	Date of Contract	
10-21-2004	06-10-2000	
Account Number: 023927471		
Buyer THOMAS L. JAMES JR		
Cobuyer THOMAS L. JAMES SR		
DESCRIPTION OF PROPERTY		
Year	Make	<input checked="" type="checkbox"/> New <input type="checkbox"/> Used
2000	FORD	
Vehicle Identification Number:		
1FTRX18W7YNB97426		
Model	Body	
F150	4X4	

NOTICE OF OUR PLAN TO SELL PROPERTY

We have your property described above because you broke promises in our agreement.

☒ **PRIVATE SALE:** We will sell the property described above at private sale sometime after 15 days from the Date of Notice shown above unless redeemed by you prior to such sale.

☐ **PUBLIC SALE:** We will sell the property described above at public sale to the highest bidder on the date below (or any adjournment date). The sale will be held as follows:

Date of Sale	Time of Sale	Place of Sale

You may attend the sale and bring bidders if you want.

NOTICE OF REPOSSESSION

The property is presently stored at: BUTLER AUTO AUCTION
CRANBERRY TOWNSHIP PA

HOW TO GET YOUR PROPERTY BACK

To get your property back, pay us this amount by certified check or money order before the vehicle is sold.

Unpaid Balance	\$	15,498.19
Plus Costs: <u>Repo Expenses</u>	\$	200.00
	\$	
	\$	
Plus Late Charges	\$	69.77
Less Finance Charge Rebate	\$	
Less Insurance Premium Rebate	\$	
TOTAL	\$	15,767.96

(Plus expenses incurred if default at the time of repossession exceeded 15 days and less rebate received after the date of this notice.)

Your property won't be sold until 15 days after the date of this notice at the EARLIEST. After that you can still get it back any time before it's actually sold.

If you do, we'll have no further claim on it. But the longer you wait, the more costs (including repairs) you may have to pay. If you have any questions about this, please call us.

The money that we get from the sale (after paying our costs, including reasonable attorney's fees and legal expenses if permitted by law) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

You can get the property back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses. See How To Get Your Property Back for an itemization of amount owing. To learn the exact amount you must pay, call us at the telephone number above.

If you need more information about the sale call us at the telephone number above, or write us at the address above.

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at the telephone number above, or write us at the address above and request a written explanation.

We are sending this notice to the following people who have an interest in the property described above or who owe money under your agreement: 1) The buyer and any cobuyer named above; 2) Any dealer/original creditor named below; 3) If there are other people, they are named on an attachment sent with this notice.

☐ The property has been (or will be) returned to: _____ (dealer/original creditor)

Under our agreement with your dealer/original creditor, the dealer/original creditor is to sell the property and pay you any money left over. If you owe money after the sale, you will pay it to the dealer/original creditor.

☐ **PERSONAL PROPERTY:** Any personal property found in the vehicle may be reclaimed by you within the next 60 days or, in accordance with state law, by contacting this office. Thereafter, the personal property shall be disposed of accordingly.

☐ Creditor has assigned to its qualified intermediary (QI Exchange, LLC) its rights (but not its obligations) with respect to the sale of each vehicle listed above.

PAYMENTS: All payments to us must be by certified check or money order.

MILEAGE DISCLOSURE: If you are aware that the mileage reflected on the vehicle's odometer is not accurate for any reason, please contact us so that we can accurately report the vehicle's mileage.

INSURANCE RIGHTS: If you don't want to get your property back, call the insurance company or the dealer/original creditor to make sure that any insurance has been cancelled. You have a right to get credit for all premium refunds.

DEBORAH S. BALL

PRN
Ford Motor Credit Company
P.O. Box 17948
GREENVILLE, SC 29606-8948
(877) 805-7187

THOMAS L. JAMES SR
RD1 BOX 210
WOODLAND, PA 16881

Date of Repossession 10-19-2004		
Date of Notice	Date of Contract	
10-21-2004	06-10-2000	
Account Number: 023927471		
Buyer THOMAS L. JAMES JR		
Cobuyer THOMAS L. JAMES SR		
DESCRIPTION OF PROPERTY		
Year	Make	<input checked="" type="checkbox"/> New
2000	FORD	<input type="checkbox"/> Used
Vehicle Identification Number:		
1FTRX18W7YNB97426		
Model	Body	
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The money that we get from the sale (after paying our costs, including reasonable attorney's fees and legal expenses if permitted by law) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

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	\$	
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DEBORAH S. BALL

Ford Motor Credit Company
P O BOX 17948
GREENVILLE SC 296067948
877 8057187

DATE: 2005-01-08

00111
THOMAS L. JAMES
19 CARTWRIGHT LN
WOODLAND PA 16881

THOMAS L. JAMES
RD1 BOX 210
WOODLAND PA 16881

STATEMENT OF SALE

Account Number: 023927471

The following property has been sold.

Year	Make	Model	Vehicle Identification Number:
2000	FORD	F150	1FTRX18W7YNB97426

Balance owing on your contract (1) \$ 15,567.96

Deduct: Finance Charge Rebate (2) \$ 0.00

Balance less Finance Charge Rebate (1 - 2) (3) \$ 15,567.96

Deduct: gross proceeds of the sale (4) \$ 5,700.00

Balance less gross proceeds of the sale (3 - 4) (5) \$ 9,867.96

Add: Expenses of retaking and storing, and
any attorneys' fees allowed by law, and
expenses of reconditioning and selling. (6) \$ 398.50

Deduct: Insurance Premium Rebate (7) \$ 0.00

Other: (8) \$ 0.00

Deficiency** (9) \$ 10266.46

Surplus* (10) \$ N/A

The Surplus/Deficiency will change based on monies received by us (credits) or additional allowed expenses & interest added to your account (debits).

Surplus* or Deficiency**

* If the sale resulted in a surplus, a refund for the difference will be mailed to you.

** If the sale resulted in a deficiency, you should immediately remit the amount shown on line 9 to the address for payments shown below.

For additional information call or write:
Ford Motor Credit Company
P.O. BOX 6508
MESA ARIZONA 85216-6508
(800) 732-2264

Mail deficiency payment to:
Ford Motor Credit Company
DEPT 194101
P.O. BOX 55000
DETROIT MI 48255-1941

Ford Motor Credit Company
P O BOX 17948
GREENVILLE SC 296067948
877 8057187

DATE: 2005-01-08

00112
THOMAS L. JAMES
RD1 BOX 210
WOODLAND PA 16881

THOMAS L. JAMES
19 CARTWRIGHT LN
WOODLAND PA 16881

STATEMENT OF SALE

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For additional information call or write:
Ford Motor Credit Company
P.O. BOX 6508
MESA ARIZONA 85216-6508
(800) 732-2264

Mail deficiency payment to:
Ford Motor Credit Company
DEPT 194101
P.O. BOX 55000
DETROIT MI 48255-1941

Thomas R. Dominczyk, Esq.
Attorney for Plaintiff
Maurice & Needleman, P.C.
Identification No. 74276
935 One Penn Center
1617 John F. Kennedy Blvd.
Philadelphia, PA 19103
(215) 665-1133

FORD MOTOR CREDIT COMPANY
Plaintiff

CLEARFIELD COUNTY
COURT OF COMMON PLEAS

vs.

NO.

THOMAS L. JAMES, JR.
THOMAS L. JAMES, SR.
Defendant

WORKOUT AGREEMENT FOR PAYMENT AND STIPULATION FOR JUDGMENT

THIS AGREEMENT is made on June 28, 2005, between FORD MOTOR CREDIT COMPANY c/o Maurice & Needleman, P.C. 1617 John F. Kennedy Boulevard, Philadelphia, Pennsylvania 19103, hereinafter called the "Lender" and Thomas L. James, Jr. of 19 Cartwright Lane, Woodland, Pennsylvania 16881, hereinafter called the "Borrower".

WHEREFORE:

I. The Borrower acknowledges that the Borrower executed to the Lender a Pennsylvania Simple Interest Vehicle Retail Installment Contract ("Note") under the terms of which Borrower promised to make certain payments of principal and interest to the Lender according to a schedule more specifically set forth in the terms of the Note.

470

II. The Borrower acknowledges having failed to pay interest and principal as required by the terms of the Note and is in default of the Note.

III. The Borrower acknowledges that there is immediately due and owing from him to the Lender under the Note \$9,266.46, consisting of **principal, interest, and late fees** (hereinafter the "Amount Due") and the Borrower acknowledges having no set-off, credit, or claim against the Amount Due;

IV. The Borrower desires to satisfy the Amount Due and therefore makes the above representations to induce the Lender to enter into the within agreement for the payment of the Amount Due;

V. **NOW THEREFORE:** For good and valuable consideration described below, the parties agree as follows:

A. The Borrower shall make monthly installments of \$150.00 beginning July 15, 2005 and on the 15th day of each **month** thereafter until it is paid in full.

B. All other terms of the Note, unless otherwise set forth herein will remain unchanged.

C. All payments under this Agreement will be made by check payable to " Maurice & Needleman, P.C. Attorney Trust Account" at 1617 John F. Kennedy Boulevard, Philadelphia, Pennsylvania 19103. **Please reference the file number 770 on all payments.** All communications by the Borrower under this Agreement will also be made to this address.

D. During the term of this Agreement, the Lender will forebear from exercising its rights it may have for the collection of the Amount Due, nor file this Stipulated Judgment in this matter provided the Borrower is not in default of any of the terms or conditions of this Agreement and makes all payments timely.

E. Within 14 days of the delivery of this Agreement to the Borrower, the Borrower will deliver to the Lender answers to the "Questionnaire" simultaneously supplied to the Borrower with this Agreement.

F. **EVENTS OF DEFAULT.** The following shall constitute an Event of Default under this Agreement:

a. The Borrower fails to pay, when due and payable, any scheduled payment as set forth in paragraph A above, and such scheduled payment remains unpaid for more than ten (10) days.

G. **LENDER'S REMEDIES UPON BORROWERS' DEFAULT.** The following shall constitute an Event of Default under this Agreement:

1. The Borrower fails to pay, when due and payable, any scheduled payment as set forth in paragraph A above or fails to return the Questionnaire.;

2. In the event any scheduled payment is due and outstanding for at least ten (10) days from the date in which it is due, Lender will send a Notice of Default to the Borrower given an additional ten (10) days to cure said default.

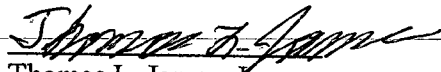
3. In the event Borrower fails to cure any default after Notice thereof as described in Paragraph G(2) above, Lender will be permitted to file the Stipulated Judgment and enter judgment in the amount of \$9,266.46, less any payments already made, as well as all interest that has accrued as of the date of this Stipulation, at the contract rate plus reasonable attorneys fees, costs and expenses incurred by the Plaintiff in an effort to enforce this Stipulation, and Plaintiff will be permitted to commence execution proceedings forthwith upon the entry of Judgment.

H. This Agreement does not alter, amend or modify the Borrower's obligations to the Lender under the above Note, unless otherwise set forth herein. This Agreement does not alter, amend or modify the Borrower's obligations to the Lender under any other document which is not named herein.

I. The Borrower acknowledges that as of the date of this Agreement he has no claim, whether known or unknown, against the Lender AND HEREBY WAIVES AND GIVES UP ANY AND ALL CLAIMS HE MAY HAVE AGAINST THE LENDER AS OF THE DATE OF THIS AGREEMENT, WHETHER KNOWN OR UNKNOWN.

J. THE UNDERSIGNED BORROWER ACKNOWLEDGES HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AGREES TO ITS TERMS AND HAS RECEIVED A COPY OF IT, WITHOUT CHARGE.

Page 4
Ford Motor Credit Company



Thomas L. James, Jr.
Borrower

Dated: _____

By: _____

Thomas R. Dominczyk, Esq.
Attorney for Ford Motor Credit Company

Dated: _____

Questionnaire

1. Full name: _____

2. Address: _____

3. Birthdate: _____

4. Residence Phone No. _____

5. Driver's License No. _____ State of _____

Expiration Date _____

6. List all accounts, such as savings, checking, Christmas or vacation club, credit unions, certificates of deposits and time deposits, on which your name appears and state the name of the bank or other institution at which the account is located and the account number(s).

Type of Account: _____

Name of Institution where account is located:

Address of Institution where account is located:

Account Number: _____

Type of Account: _____

Name of Institution where account is located:

Address of Institution where account is located:

Account Number: _____

7. Employers Company Name: _____

Employers Address: _____

Employers Phone Number:

Do you have direct deposit?

Yes

No

8. Do you rent a home, apartment, townhouse etc?

Yes No _____

9. Do you own a home?

Yes No _____

I HEREBY CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME
ARE TRUE.

Dated:

Signature:

PRINT NAME HERE:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101418
NO: 06-532-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: FORD MOTOR CREDIT COMPANY

vs.

DEFENDANT: THOMAS L. JAMES JR. and THOMAS L. JAMES SR.

SHERIFF RETURN

NOW, May 02, 2006 AT 8:25 AM SERVED THE WITHIN COMPLAINT ON THOMAS L. JAMES JR. DEFENDANT AT 19 CARTWRIGHT LANE, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO THOMAS L. JAMES JR., DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

FILED
02:45 PM
MAY 03 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101418
NO: 06-532-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: FORD MOTOR CREDIT COMPANY

vs.

DEFENDANT: THOMAS L. JAMES JR. and THOMAS L. JAMES SR.

SHERIFF RETURN

NOW, May 02, 2006 AT 8:25 AM SERVED THE WITHIN COMPLAINT ON THOMAS L. JAMES SR. DEFENDANT AT 19 CARTWRIGHT LANE, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO THOMAS JAMES JR., SON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101418
NO: 06-532-CD
SERVICES 2
COMPLAINT

PLAINTIFF: FORD MOTOR CREDIT COMPANY

vs.

DEFENDANT: THOMAS L. JAMES JR. and THOMAS L. JAMES SR.

SHERIFF RETURN


RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MAURICE	3252	20.00
SHERIFF HAWKINS	MAURICE	3252	32.90

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

MAURICE & NEEDLEMAN, P.C.

BY: Joann Needleman, Esq.

Identification No. 74276

935 One Penn Center

1617 John F. Kennedy Blvd

Philadelphia, PA 19103

(215) 789-7151

Attorneys for Plaintiff

FORD MOTOR CREDIT COMPANY

Plaintiff,

v.

THOMAS L JAMES JR

Defendant(s).

CLEARFIELD COUNTY COURT OF
COMMON PLEAS

Case No. 2006-532

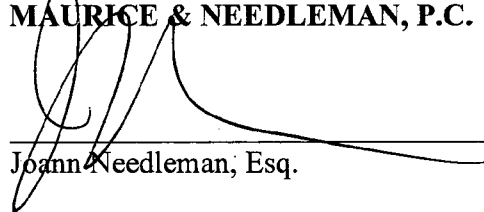
ORDER TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above matter as Settled, Discontinued and Ended.

Respectfully Submitted,

MAURICE & NEEDLEMAN, P.C.


Joann Needleman, Esq.

Date: July 12, 2010

FILED
JUL 16 2010
William A. Shaw
Prothonotary/Clerk of Courts
ml: 2381 No cc

CERTIFICATE OF SERVICE

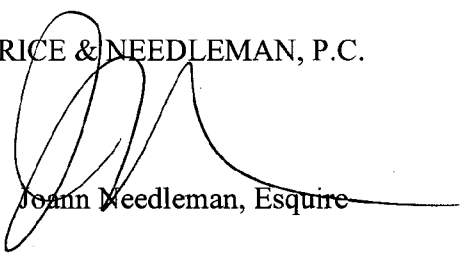
I, Joann Needleman, Esq. do hereby certify that I have caused a true and correct copy of Plaintiff's Praecipe to Settle Discontinue and Enc to be served by United States 1st Class mail, postage prepaid upon the following:

THOMAS L JAMES JR
19 CARTWRIGHT LN
WOODLAND, PA 16881

THOMAS L JAMES SR
RD1 BOX 210
WOODLAND, PA 16881

MAURICE & NEEDLEMAN, P.C.

BY:


Joann Needleman, Esquire

Date: July 12, 2010