

**WFS Financial vs John Schaeffer  
2006-1057-CD**

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

WFS FINANCIAL

Plaintiff No. *06-1057-CD*

vs. **COMPLAINT IN CIVIL ACTION**

JOHN E SCHAEFFER

Defendant FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

**FILED** *Am. pd. 85.00*  
*JUL 11 2006*  
*JUL 03 2006*  
*REC Shff*

William A. Shaw  
Prothonotary/Clerk of Courts

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

WFS FINANCIAL

Plaintiff

vs.

Civil Action No.

JOHN E SCHAEFFER

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

Court Administrator  
Clearfield County Courthouse  
230 East Market St., Suite 228  
Clearfield, Pa 16830  
(814) 765-2641, Ext. 1300-1301

COMPLAINT

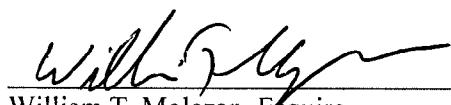
1. Plaintiff is a corporation having offices in Columbus, Oh 43235.
2. Defendant is an adult individual residing at 89 Country Place, Penfield, Pa 15849.
3. On or about June 16, 2004, Defendant duly executed a Pennsylvania Motor Vehicle Installment Sale Contract (hereinafter the "Contract") in favor of St. Marys Chevrolet, 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 2004 Chevrolet Tracker.
5. Pursuant to the terms and conditions provided by the Contract, the Contract was assigned from St. Marys Chevrolet 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 \$10,660.99 is due from Defendant as of June 5, 2006.
8. Plaintiff avers that the Contract between the parties provides that Plaintiff is entitled to interest at the rate of 8.49% 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, John Schaefer, individually, in the amount of \$10,660.99 with continuing interest thereon at the Contract rate of 8.49% per annum from June 5, 2006, plus attorneys' fees of \$1,500.00 and costs.

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

  
\_\_\_\_\_  
William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#:05300221

PENNSYLVANIA  
MOTOR VEHICLE INSTALLMENT SALE CONTRACT.

6/16/2004

Dated

2412500

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ 23,990.00
8.490 %	\$ 6,678.29	\$ 23,678.51	\$ 30,556.80	\$ 32,530.11

Your Payment Schedule will be:

No. of Payments	Amount of Payment	When Payments Are Due
72	\$ 424.40	Monthly, beginning 7/16/2004

Security: You are giving a security interest in the motor vehicle being purchased.

Prepayment: If you pay off early, you will not have to pay a penalty.

Filing Fees: \$ 5.00  
Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.  
See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

In this Contract

we are the SELLER ST MARYS CHEVROLET 863 S. S. MARYS ROAD ST MARYS PA 15857

Name \_\_\_\_\_ Address \_\_\_\_\_ Zip Code \_\_\_\_\_

You are the BUYER(S) JOHN E. SCHAEFFER PO BOX 5 PENFIELD PA 15849 \_\_\_\_\_

Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_ Zip Code(s) \_\_\_\_\_

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

TRADE-IN:

You have traded in the following vehicle: 1997 SUZUKI SIDEKICK HARDTOP JS3TD21VOV4100026

Year and Make \_\_\_\_\_ Description \_\_\_\_\_

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from liens, encumbrance or security interest, except as shown in the Itemization of Amount Financed as the "Lien Paid".

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Accident &amp; Health (Disability) Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional costs. Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit. We may receive a financial benefit from your purchase of credit insurance.

By signing, you select Single Credit Life Insurance. What is your  
which costs \$ N/A. What is your age? \_\_\_\_\_ Years  
By signing, you select Single Credit Accident & Health Insurance  
Health insurance, which costs \$ N/A. What is your age? \_\_\_\_\_ Years

Signature of Buyer to be insured for Single Credit Life Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A. What are your ages?

1. \_\_\_\_\_ 2. \_\_\_\_\_ %

Signatures of both Buyers to be insured for Joint Credit  
Life Insurance

By signing, you both select Joint Credit &amp; Health Insurance, which costs \$ N/A. What are your ages? to be insured

1. \_\_\_\_\_ 2. \_\_\_\_\_ %

Signatures of both Buyers to be insured for Joint  
Credit Accident & Health InsuranceIf YOU DO NOT MEET YOUR CONTRACT  
OBLIGATIONS, YOU MAY LOSE THE MOTOR  
VEHICLE AND PROPERTY THAT YOU  
BOUGHT WITH THIS CONTRACT, AND/OR  
MONEY ON DEPOSIT WITH THE ASSIGNEE.This Contract is between Seller and Buyer. All  
disclosures have been made by Seller. Seller  
intends to assign this Contract to the Assignee.

## Itemization of Amount Financed

Cash Price	23,990.00
Cash Downpayment	\$ 5,000.00
Trade-In	\$ 3,529.31
Value of Trade-In	\$ 5,000.00
Lien Payoff to:	\$ 6,550.00
Unpaid Cash Price Balance	\$ 22,016.69
To Credit Insurance, which costs \$ N/A *	
To Public Officials for:	
License, Tags and Registration	\$
Lien Fee	\$ 5.00
SALES TAX	\$ 974.92
DOC/TITLE FEE	\$ 60.00
UNIVERSAL	\$ 772.00
Other	\$ 0.00 *

Paid to Others on Your Behalf

We may have a portion of amounts marked \*

Amount Financed \$ 23,678.51

Finance Charge \$ 6,678.29

Total of Payments (Line Balance) \$ 30,556.80

Payment Schedule: You agree to pay to us the amount \$ 424.40

payments of \$ 424.40 each, and a final payment of \$ 424.40.

The first payment will be due on 7/16/2004, and then payments

will be due on the same day of each month

following.

## Insurer:

VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

N 2004 CHEVROLET TRACKER SW 0 2CNCB134946916632

—Equiped — A.T. — P.S. — AM/FM Stereo — 5 Spd. Other

with — A.C. — P.W. — AM/FM Tape — Vinyl Top

ASSIGNEE: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

WFS FINANCIAL INC.

CO-SIGNER: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

Promise to Pay: You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and applying the Trade-In if shown above, on or before the date of the Contract, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee's costs of suit. You also agree to pay reasonable attorney's fees if Seller or Assignee hires an attorney to collect amounts due under the Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

SELLER ST MARYS CHEVROLET

6/16/04 Date

By \_\_\_\_\_ Date \_\_\_\_\_

NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE

ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO

PROTECT YOUR LEGAL RIGHTS.

(SEAL)

6/16/04 Date

(SEAL)

Date

CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.

CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

(SEAL)

Address \_\_\_\_\_ Date \_\_\_\_\_

#### ADDITIONAL TERMS AND CONDITIONS

1. HOW THE TOTAL OF PAYMENTS IS COMPUTED: The total of Payments is the sum of the Amount Financed and the Finance Charge. The Finance Charge consists of interest, a computed daily on the outstanding balance of the Amount Financed. The Finance Charge is shown on the front side and has been computed on the assumption that we will receive all payments in the order in which they are due.

2. COMPUTING INTEREST: We will charge interest on a daily basis on the outstanding balance subject to interest on each day of the loan term, including any period for which a late charge is also imposed. The daily interest rate is equal to the Annual Percentage Rate divided by the number of days in that calendar year. Buyer agrees that because interest is calculated on a daily basis, late payments will result in additional interest (and, if applicable, a late charge). Early payment will result in less interest charged. Early and/or late payments will result in a late fee and/or a late payment fee.

3. LATE CHARGE: Buyer agrees to pay a late charge for any payment not made within 10 days after its due date. The late charge will be 2% per month on the unpaid amount of the payment. We will consider any part of a month in excess of 10 days to be a full month. The late charge will be waived if the late reason that the payment is late is because of a late due date. No late charge will be due if the reason that the payment is late is because the payment is late because of a late payment fee.

4. APPLICATION OF PAYMENTS: We will apply payments in the following order of priority: first to interest; and then to late charges, fees, principal and any other amounts you owe in the order that we choose.

5. PREPAYMENT: You may prepay, in full or in part, the amount owed on this Contract at any time without penalty. If you prepay the Contract in part, you agree to continue to make regular scheduled payments until you pay all amounts due under this Contract. This will not affect the number of payments you will make.

#### 6. WAIVERS.

a. **WAIVER BY SELLER AND ASSIGNEE:** We and Assignee waive the right to treat any property as security for the repayment of this Contract, except for the Vehicle and the other security specifically mentioned in this Contract.

b. **WAIVERS BY BUYER, CO-SIGNER AND CO-OWNER:** You, the Buyer, Co-Signer and Co-Owner of this Contract, as well as your heirs, executors, administrators, successors and assigns, waive the right to sue us, or any of us, to enforce any of your rights under this Contract. If you don't, we may enforce our rights without notifying you in advance. You give up any right you may have to require that we enforce our rights against some other person or property before we enforce our rights against you. You agree that we may give up our rights against some other person but not against you. You waive due diligence in collection and all defenses based on suretyship and impairment of collateral or security.

7. INTEREST AFTER MATURITY AND JUDGMENT: Interest at the rate provided in this Contract will continue to accrue on the unpaid balance until paid in full, even after maturity and/or after we get a judgment against you for the amounts due. This will apply even if the maturity occurs because of acceleration. If at any time interest as provided for in this paragraph is not permitted by law, interest shall be charged at the highest rate allowed by applicable law beginning at that time.

8. YOUR PROMISES ABOUT OUR SECURITY INTEREST: You will not permit anyone other than us to obtain a security interest or other rights in the Vehicle. You will pay all filing fees for any security interest or other rights in the Vehicle. You will not permit anyone else to have an interest in the Vehicle or to have any rights in the Vehicle, except for the right to have the Vehicle released from the Certificate of Title to the Vehicle. You will not sell or give away the Vehicle. If someone puts a lien on the Vehicle, you will pay the obligation and CURE THE LIEN. JAT 5/5

9. YOUR PROMISES ABOUT THE VEHICLE: You will keep the Vehicle in good condition and repair. You will pay all taxes and charges on the Vehicle. You will pay all costs of maintaining the Vehicle. You will not damage the Vehicle. You will not use the Vehicle for any illegal purpose or for hire or lease. You will not move the Vehicle from your address shown on the front of this Contract to a new permanent place of garageing without notifying us in advance. JAT 5/5

10. YOUR PROMISES ABOUT INSURANCE: You will keep the Vehicle insured against fire, theft and collision until all sums due are paid in full. The insurance coverage must be satisfactory to us and protect our interests and our interests in the amount and insurance loss. Premiums will be paid by the "Buyer" or "Buyer and Co-Signer". The insurance must be with an insurance company qualified to do business in Pennsylvania and licensed to do insurance in the state where the Vehicle is permanently garaged. The insurance policy must provide us with at least ten (10) days prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of the loss or damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with the insurer.

11. OWNERSHIP AND PROOF OF LOSS: In the event of any loss or damage to the Vehicle, if you fail to file a claim or proof of loss with the insurance company, you agree that the Seller/Assignee, any subsequent assignee, or any authorized employee of any of them ("we") may file a proof of loss with the insurance company, in your name and acting as your agent, with respect to the insured claim. You agree that you do not have the right to and will not revoke the power we have given to us to file a proof of loss. You agree that we may exercise this power for our benefit and not for your benefit, except as provided in this Contract.

b. **OUR RIGHT TO ENDORSE INSURANCE CHECKS:** You agree that the Seller, Assignee, any subsequent assignee, or any authorized employee of any of them ("we") may endorse your name, acting as your agent, to any check, draft or other instrument we receive in payment of an insured loss or return of insurance premiums. You agree that you do not have the right to and will not revoke the power we have given to us to endorse your name and acting as your agent ("we") may file a proof of loss with the insurance company, in your name and acting as your agent, with respect to the insured claim. You agree that you do not have the right to and will not revoke the power we have given to us to file a proof of loss. You agree that we may exercise this power for our benefit and not for your benefit, except as provided in this Contract.

c. **USE OF PROCEEDS:** We may apply any insurance proceeds we receive to repair or replace the Vehicle, in our opinion, if it is economically feasible and you are not then in default of this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us. After the balance due is paid, any excess will belong to you.

11. OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, THE VEHICLE OR INSURANCE: If you fail to keep your promises to pay filing fees, taxes, liens or the costs necessary to maintain the Vehicle in good condition and repair, we may cancel your insurance coverage. If you fail to keep your promises about related insurance, we may advise you to obtain insurance to cover loss or damage to the Vehicle. We have the

**Buyer's Guide Window Sticker.** If the Car which is described on the face of this Contract has a Buyer's Guide Window Sticker required by the Federal Trade Commission Used Car Trade Regulation Rule, the following notice applies:

The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides contrary provisions in the contract of sale.

NOTICE—ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR CAN ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.  
NOTICE OF PROPOSED CREDIT INSURANCE  
The signatory of this Contract hereby (s)he(s) notice that Group Credit Life Insurance coverage or Group Credit Accident and Disability Insurance coverage will be applicable to this Contract if so marked on the front of the Contract, and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by insurer, covers only the person or persons signing the request for such insurance. The amount of charge is indicated for each type of Credit Insurance to be purchased. The term of insurance will commence at the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance most fully describing the insurance. In the event of prepayment of the indebtedness, no refund of insurance charges will be made when due.

THE PROVISION BELOW IS NOT PART OF THE PENNSYLVANIA MOTOR VEHICLE INSTALLMENT SALE CONTRACT BETWEEN THE BUYER AND SELLER.

1. To induce you, the "Assignee" identified on the face of the Contract or as follows: WPS Finance, to purchase the within Contract, the Seller hereby warrants and represents, and continues to warrant and represent that the sale has been made in strict conformity with all federal, state and local laws and regulations, including, but not limited to, Article 2 of the Pennsylvania Uniform Commercial Code (13 P.S. §521 et seq); our title to the Vehicle is clear and free of all liens and security interests, and we are the legal owner of the Vehicle; the Vehicle is in good condition and suitable for its intended use; the Vehicle is complete and correct; the cash downpayment and/or trade-in allowance was actually received and no part thereof consisted of notes, post checks, other credit advanced to us by Buyer or rebates or similar payments from us to the Buyer (however manufacturer rebates may constitute all or a part of the cash downpayment); warranties and statements therein are true; there is owing thereon the amount financial plus interest at the Annual Percentage Rate of the Contract set forth therein; we are duly registered under the Pennsylvania Motor Vehicle Finance Sales Act and have duly complied with all requirements therewith with respect to the transaction and with the federal Truth-in-lending Act and with any other federal or state law, rule or regulation applicable to this Contract; a motor vehicle title certificate showing a lien or encumbrance in favor of Assignee has been or applied for promptly; the registration of the Vehicle has not been suspended and the Seller knows of no facts which may result in the suspension of said registration under Pennsylvania Motor Vehicle Financial Responsibility Act; the Buyer(s) name in the within Contract is (are) personally known to the Seller to be the same identical personal signature(s) (are) affixed to this Contract and Seller has no knowledge of facts impairing the validity or value of the Contract. If any such warranties or representations are breached at any time, Seller shall repudiate said Contract from Assignee, on demand, and will pay thereto, in cash, the amount owing thereon, computed as set forth below, and remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Assignee might have at law or in equity against Seller. In the event that Buyer fails to make any payment due hereunder on the ascertained, either oral or written, that the Vehicle is defective, not as represented to the Buyer by Seller, or that Seller refuses to accept the Vehicle, Seller may, at its option, either (i) require Buyer to pay all amounts due and owing thereon, including attorney's fees, costs and expenses incurred in defending against claims asserted by Buyer and including claims for refund of payments made by Buyer to Assignee, if the contract to purchase property insurance on behalf of the Buyer, and that insurance is canceled by the insurance company prior to its scheduled expiration date, Seller will place comparable coverage with another insurance company on behalf of the Buyer. If Seller is unable to do so, Seller will notify Buyer and pay to Buyer any additional costs the Buyer in obtaining replacement insurance for the unexpired period of the original insurance policy. By signing and dating the Contract, as Seller, delivering the Contract to Assignee and accepting payment for it, Seller authorizes the Assignee to act as the Seller's agent for the purpose of completing or correcting the identification of the Assignee. Assignment to reflect the true Assignee who purchased the Contract and/or for the purpose of signing Seller's name to this Assignment, without recourse, if the Assignment is without the Seller's signature. Seller does not have the right to revoke the power given in this paragraph.

In the event that Seller is not satisfied by the Assignee to repurchase the Contract and/or Vehicle, Seller shall pay to Assignee, in cash, the full unpaid balance of the Contract as of the date of repurchase, plus interest at the rate of 12% per annum, plus any and all costs and expenses paid or incurred by Assignee in respect thereto, including reasonable attorneys' fees.

For value received, Seller hereby sells, assigns and transfers unto the Assignee, its successors and assigns, the within Contract, all moneys due and to become due thereunder, right, title and interest in and to the Vehicle therein described, with full power in the Assignee in its or our name to take such legal or other action which we might have taken save for the assignment. Unless Seller makes either of the endorsements below, titled "WITH FULL RECOUPAGE" or "WITH REPURCHASE", Seller's assignment shall, except for the provisions paragraph titled "Assignment," be without recourse.

**WITH FULL RECOUPAGE:** Seller agrees that, in addition to the paragraph above titled "Assignment," in the event of default by Buyer in the full payment on the due date thereof, installment payable under the Contract or in the prompt performance of any other obligation to be performed under the Contract by Buyer, Seller will, on demand by Assignee, repurchase the Contract from Assignee for a repurchase price, in cash, computed as set forth above.

**WITH REPURCHASE:** Seller will, if the Vehicle is repossessed by Assignee and delivered to Seller, without regard to the then condition of the Vehicle, forthwith repossess the Vehicle. Seller will, if the Vehicle is repossessed by Assignee and delivered to Seller, without regard to the then condition of the Vehicle, forthwith repossess the Vehicle.

By signing below, we agree to be bound by the terms of the Assignment.

Seller: WPS Finance Colin Date: 10/10/10

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 Monica LeCermott  
(NAME)

AVP, RCC Manager of WFS Financial, Inc., 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.

Monica LeCermott  
(SIGNATURE)

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

Service # 1 of 1 Services

Sheriff Docket #

**101682**

WFS FINANCIAL

Case # 06-1057-CD

vs.

JOHN E. SCHAEFFER

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW July 21, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO JOHN E. SCHAEFFER, DEFENDANT. MOVED TO: 45 STEELTOWN DR., BROCKWAY, PA 15824.

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8332899	10.00
SHERIFF HAWKINS	WELTMAN	8332899	28.24

**FILED**  
9:230 AM  
JUL 21 2006  
(JM)

Sworn to Before me This

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

So Answers,

William A. Shaw  
Prothonotary/Clerk of Courts

*Chester A. Hawkins*  
*by Marilyn Hays*  
Chester A. Hawkins  
Sheriff

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

WFS FINANCIAL

Plaintiff No. 06-1057-CD

vs. COMPLAINT IN CIVIL ACTION

JOHN E SCHAEFFER

Defendant FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

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

JUL 03 2006

Attest.

*William L. Shan*  
Prothonotary/  
Clerk of Courts

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

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Court Administrator  
Clearfield County Courthouse  
230 East Market St., Suite 228  
Clearfield, Pa 16830  
(814) 765-2641, Ext. 1300-1301

COMPLAINT

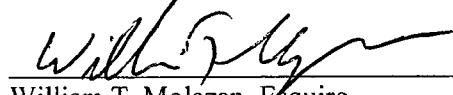
1. Plaintiff is a corporation having offices in Columbus, Oh 43235.
2. Defendant is an adult individual residing at 89 Country Place, Penfield, Pa 15849.
3. On or about June 16, 2004, Defendant duly executed a Pennsylvania Motor Vehicle Installment Sale Contract (hereinafter the "Contract") in favor of St. Marys Chevrolet, 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 2004 Chevrolet Tracker.
5. Pursuant to the terms and conditions provided by the Contract, the Contract was assigned from St. Marys Chevrolet 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 \$10,660.99 is due from Defendant as of June 5, 2006.
8. Plaintiff avers that the Contract between the parties provides that Plaintiff is entitled to interest at the rate of 8.49% 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, John Schaefer, individually, in the amount of \$10,660.99 with continuing interest thereon at the Contract rate of 8.49% per annum from June 5, 2006, plus attorneys' fees of \$1,500.00 and costs.

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

  
\_\_\_\_\_  
William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#:05300221

PENNSYLVANIA  
MOTOR VEHICLE INSTALLMENT SALE CONTRACT.

6/16/2004

2412520

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ <u>32,530.11</u>
8.490 %	\$ 6,678.29	\$ 23,878.51	\$ 30,556.80	\$ 32,530.11

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
72	\$ 424.40	Monthly, beginning 7/16/2004
	\$	

Security: You are giving a security interest in the motor vehicle being purchased.

Prepayment: If you pay off early, you will not have to pay a penalty.

Filing Fees: \$ 5.00

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid. See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

In this Contract we are the SELLER, ST MARYS CHEVROLET 869 S. S. MARYS ROAD ST MARYS PA 15857

Name \_\_\_\_\_ Address \_\_\_\_\_ Zip Code \_\_\_\_\_

You are the BUYER(s) (1) JOHN E. SCHAEFFER PO BOX 5 PENFIELD PA 15849 \_\_\_\_\_

Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_ Zip Code(s) \_\_\_\_\_

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

TRADE-IN: You have traded in the following vehicle: 1997 SUZUKI SIDEKICK HARDTOP JS3TD21VOV4100026

Year and Make Description \_\_\_\_\_

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown in the Itemization of Amount Financed as the "Lien Payoff."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Accident &amp; Health (Disable) insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional costs. Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit. We may receive a financial benefit from your purchase of credit insurance.

By signing, you select Single Credit Life Insurance, What is your which costs \$ N/A, age? \_\_\_\_\_ Years \_\_\_\_\_

Signature of Buyer to be insured for Single Credit Life Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A, age? \_\_\_\_\_

Signature of Buyer to be insured for Single Credit Accident &amp; Health Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A, age? \_\_\_\_\_

Signature of both Buyers to be insured for Joint Credit Accident &amp; Health Insurance

Insurer: \_\_\_\_\_

VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

N/A Year and Make Series Body Style No. Col. Truck Tonn Capacity Serial Number  
N 2004 CHEVROLET TRACKER SW 0 2CNBJ134946916632Equipped    A.T.    P.S.    AM/FM Stereo    5 Spd.    Other     
with    A.C.    P.W.    AM/FM Tape    Vinyl Top   

ASSIGNEE: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

WFS FINANCIAL INC.

CO-SIGNER: Any person signing the Co-Signer's Agreement below separates and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an owner of the Vehicle.

CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise To Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

PROPOSE TO PAY: You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment, giving us the security interest in the Vehicle, and paying us the Amount Financed plus Interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of the Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorney's fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

SELLER ST MARYS CHEVROLET \_\_\_\_\_

6/16/04 \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_

6/16/04 \_\_\_\_\_ Date \_\_\_\_\_

Co-Signer \_\_\_\_\_



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 Monica Leckemper  
(NAME)

AVP, RCC Manager of WFS Financial, Inc., 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.

Monica Leckemper  
(SIGNATURE)

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

WFS FINANCIAL

Plaintiff No. 06-1057-CD

vs. PRAECIPE TO SETTLE, DISCONTINUE  
& END WITHOUT PREJUDICE

JOHN E SCHAEFFER

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, Esquire  
Pa. I.D. No. 42524  
Weltman, Weinberg & Reis, Co, LLC  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219

FILED NO CC +  
M 3:16pm Cert of disc  
SEP 05 2006 issued to  
Atty Warmbrodt  
William A. Shaw  
Prothonotary/Clerk of Courts  
copy to C/A

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

WFS FINANCIAL

Plaintiff No. 06-1057-CD

vs.

**PRAECLP TO SETTLE, DISCONTINUE  
& END WITHOUT PREJUDICE**

JOHN E SCHAEFFER

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt, Esquire  
Pa. I.D. No. 42524  
Weltman, Weinberg & Reis, Co, LLC  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219

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

WFS FINANCIAL

Plaintiff

vs.

Civil Action No. 06-1057-CD

JOHN E SCHAEFFER

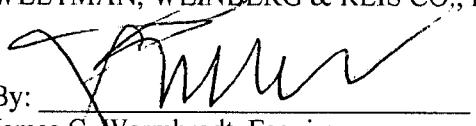
Defendant

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

TO THE PROTHONOTARY OF COUNTY:

Please kindly Settle Discontinue and End without prejudice the above captioned matter upon the records of the Court and mark the cost paid.

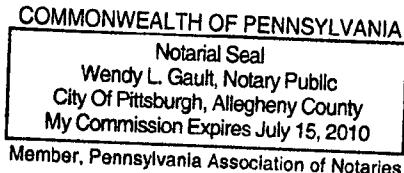
WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

James C. Warmbrodt, Esquire  
Pa. I.D. No. 42524  
Weltman, Weinberg & Reis, Co, LLC  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219

Sworn to and subscribed  
Before me the 20  
Day of August, 2006

  
NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

**WFS Financial**

**Vs.** **No. 2006-01057-CD**  
**John E. Schaeffer**

**CERTIFICATE OF DISCONTINUATION**

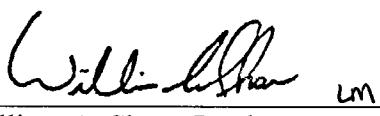
Commonwealth of PA  
County of Clearfield

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 September 5, 2006, marked:

Settle, Discontinued and Ended without Prejudice.

Record costs in the sum of \$85.00 have been paid in full by William T. Molczan Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 5th day of September A.D. 2006.

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