

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

FIFTH THIRD BANK

Plaintiff

vs.

RICHARD A MARKER III

Defendant

No. *06-1374-CD*

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#03832141

FILED *iceshff*
MT 2/11/04
AUG 24 2006 *Any pd 85.00*

William A. Shaw
Prothonotary/Clerk of Courts

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

FIFTH THIRD BANK

Plaintiff

vs.

Civil Action No.

RICHARD A MARKER III

Defendant

COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

CENTRE COUNTY COURT ADMINISTRATOR
CENTRE COUNTY COURTHOUSE
BELLEFONTE 16823
(814) 355-6727

COMPLAINT

1. Plaintiff is a corporation having offices in 38 Fountain Square Plaza, Cincinnati, OH 45263-0781.

2. Defendant is an adult individual residing at 105 Cedar Dr., Karthaus, PA 16845.

3. On or about June 29, 2002, Defendant duly executed a Motor Vehicle Closed-End Leases Agreement and Disclosure Statement (hereinafter the "Contract") in favor of Fifth Third Bank, a true and correct copy of said Contract is attached hereto, marked as Exhibit "1" and made a part hereof.

4. Pursuant to said Contract, Defendant took possession of the vehicle more particularly identified in the Contract as a 2002 Dodge Durango.

5. Pursuant to the terms and conditions provided by the Contract, the Contract was assigned from Fifth Third Bank to Plaintiff.

6. Plaintiff avers that Defendant is in default of the Contract by having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.

7. Plaintiff avers that a balance of \$16,946.83 is due from Defendant as of July 28, 2005.

8. Plaintiff avers that the Contract between the parties provides that Plaintiff is entitled to interest at the rate of 6.00% per annum.

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

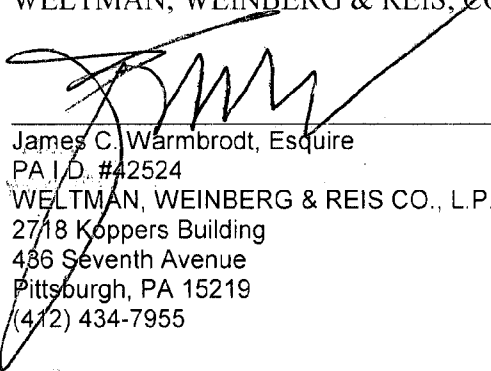
10. Plaintiff avers that such attorneys' fees amount to \$1,500.00.

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

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

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

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


James C. Warmbrodt, Esquire
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WWR#:03832141

INDEPENDENT PROFESSIONAL ADVICE IF YOU HAVE ANY QUESTIONS CONCERNING THIS TRANSACTION, YOU ARE ADVISED TO OBTAIN EXACT COPY OF THE AGREEMENT YOU SIGN.

THIS LEASE IS EFFECTIVE FROM 29TH JUN 2002 through the 29TH JUN 2002 (indicated Lease maturity date), is between FIFTH THIRD LEASING COMPANY, INC. and RICHARD A. MARGER III, (hereinafter called "Lessor") and RICHARD A. MARGER III, (hereinafter called "Lessee").

27. DESCRIPTION OF VEHICLE.

YEAR	02	MAKE	DODG	MODEL	DURA	BODY STYLE	SW	VEHICLE IDENTIFICATION NUMBER	1B4HS38NXX2F134641
INTENDED USE	☒ BUSINESS ☐ PERSONAL								
MANUAL TRANS	☒	PWR LOOKS	☐	AUTOMATIC	☐	CELL PHONE	☐	PWR SEAT	☐
A.B.S. BRAKES	☐	SUNROOF	☐	AM/FM RADIO	☐	CD PLAYER	☐	PWR WINDOWS	☐

28. WARRANTIES. The Vehicle is subject to the following warranties. Lessor acknowledges that Lessee has selected the Vehicle, LESSOR MAKES NO WARRANTY OF REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN, MODEL, YEAR, OPERATION OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE VEHICLE. LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE VEHICLE FOR ANY PARTICULAR PURPOSE OR FOR ANY OTHER REPRESENTATION OR WARRANTY. LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE VEHICLE FOR ANY PARTICULAR PURPOSE OR FOR ANY OTHER REPRESENTATION OR WARRANTY. LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE VEHICLE FOR ANY PARTICULAR PURPOSE OR FOR ANY OTHER REPRESENTATION OR WARRANTY.

29. Amount Due at Lease Signing or Delivery	4081.28	30. Monthly Payments	462.78	31. Other Charges (not part of Lessee's monthly payment)	462.78	32. Total of Payments (The amount Lessee will have paid by the end of the Lease)	33073.64
(limited below)		Less: first month's payment	462.78	Vehicle Return Fee (if Lessee does not purchase the Vehicle)	300.00		
(a) 4081.28	(b) 29TH JUN 2002	(c) 62	(d) 462.78	(e) 300.00	(f) 33073.64	(g) 33073.64	
(h) 29TH JUN 2002	(i) 29TH JUN 2002	(j) 29TH JUN 2002	(k) 29TH JUN 2002	(l) 29TH JUN 2002	(m) 29TH JUN 2002	(n) 29TH JUN 2002	

A) Amount Due At Lease Signing or Delivery	4081.28	B) How the Amount Due at Lease Signing or Delivery will be Paid:	4081.28
(i) Capitalized Cost Reduction	3500.00	(i) Net Trade-In Allowance	N/A
(ii) First Monthly Payment	462.78	(ii) Refundable Security Deposit	3500.00
(iii) Refundable Security Deposit	N/A	(iii) Release and Noncancellable Credit	581.28
(iv) Title Fees	22.50	(iv) Amount to be Paid in Cash	N/A
(v) Registration Fees	36.00	(v) Other Taxes	5.00
(vi) Other Taxes	5.00	(vi) Documentation Fee	4081.28
(vii) Documentation Fee	4081.28	(vii) Total	4081.28

34. Lessee's Monthly Payment is Determined as Shown Below:	33915.00
Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ 33915.00) and any items Lessee pays over the Lease term (such as service contracts, insurance, Lessor administration fee, GAP protection, luxury tax, and any outstanding prior credit or lease balance)	33915.00
Capitalized Cost Reduction. The amount of any net trade-in allowance, rebate, noncancel credit, or cash Lessee pays that reduces the gross capitalized cost	3500.00
Adjusted Capitalized Costs. The amount used in calculating Lessee's base monthly payment	30415.00
Residual Value. The value of the Vehicle at the end of the Lease used in calculating Lessee's base monthly payment	21361.50
Depreciation and any Amortized Amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term	5386.41
Rent Charge. The amount charged in addition to the depreciation and any amortized amounts	26747.91
Total of Base Monthly Payments. The depreciation and any amortized amounts plus the rent charge	63
Less: Payments. The number of payments in Lessee's Lease ("Lease Term")	424.57
Base Monthly Payment	38.2
Monthly Sales/Use Tax	N/A
Total Monthly Payment	462.78

35. Estimated Official Fees and Taxes. The total amount Lessee will pay for estimated official and license fees, registration, title, and taxes over the term of this Lease, whether included with Lessee's monthly payment or assessed otherwise	2678.73
CREDIT LIFE AND DISABILITY INSURANCE. CONSUMER CREDIT INSURANCE IS NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST	
TYPE	PREMIUM
Credit Life	
CONSUMERS LIFE	
Credit Disability	

36. Lessee acknowledges that Lessor has received and examined the Vehicle described in paragraph 27 of this Lease, that the Vehicle is equipped as described and in good operating order and condition and that Lessor accepts the Vehicle for all purposes of this Lease.	
Signature of Lessee	Richard A. Marger III
Signature of Lessor	Richard A. Marger III
Date	JUL 29 2002

37. Other Important Terms. See Lessee's Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, title and default charges, insurance, and any security interest, if applicable.	
38. ITENATION OF GROSS CAPITALIZED COST	
Agreed Upon Value of the Vehicle	33915.00
Taxes	N/A
Title Fees	N/A
Registration Fees and/or License Fees	N/A
Other Taxes	5.00
Documentation Fee	4081.28
Estimated Official Fees and Taxes	2678.73
Adjusted Capitalized Cost	30415.00
Residual Value	21361.50
Depreciation and any Amortized Amounts	5386.41
Rent Charge	26747.91
Total of Base Monthly Payments	63
Less: Payments	424.57
Base Monthly Payment	38.2
Monthly Sales/Use Tax	N/A
Total Monthly Payment	462.78

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33. *Itemization of Amount Due at Lease Signing or Delivery	4081.28	34. Lessee's Monthly Payment is Determined as Shown Below:	33915.00
(i) Capitalized Cost Reduction	3500.00	Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ 33915.00) and any items Lessee pays over the Lease term (such as service contracts, insurance, Lessor administration fee, GAP protection, luxury tax, and any outstanding prior credit or lease balance)	33915.00
(ii) First Monthly Payment	462.78	Capitalized Cost Reduction. The amount of any net trade-in allowance, rebate, noncancel credit, or cash Lessee pays that reduces the gross capitalized cost	3500.00
(iii) Refundable Security Deposit	N/A	Adjusted Capitalized Costs. The amount used in calculating Lessee's base monthly payment	31039.00
(iv) Title Fees	22.50	Residual Value. The value of the Vehicle at the end of the Lease used in calculating Lessee's base monthly payment	9677.50
(v) Registration Fees	36.00	Depreciation and any Amortized Amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term	21361.50
(vi) Other Taxes	5.00	Rent Charge. The amount charged in addition to the depreciation and any amortized amounts	5386.41
(vii) Documentation Fee	4081.28	Total of Base Monthly Payments. The depreciation and any amortized amounts plus the rent charge	26747.91
(viii) Total	4081.28	Less: Payments. The number of payments in Lessee's Lease ("Lease Term")	63
		Base Monthly Payment	424.57
		Monthly Sales/Use Tax	38.2
		Total Monthly Payment	462.78

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Signature of Lessee	Richard A. Marger III
Signature of Lessor	Richard A. Marger III
Date	JUL 29 2002

37. Other Important Terms. See Lessee's Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, title and default charges, insurance, and any security interest, if applicable.	
38. ITENATION OF GROSS CAPITALIZED COST	
Agreed Upon Value of the Vehicle	33915.00
Taxes	N/A
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Signature of Lessee	Richard A. Marger III
Signature of Lessor	Richard A. Marger III
Date	JUL 29 2002

41. Lessee acknowledges that Lessor has received and examined the Vehicle described in paragraph 27 of this Lease, that the Vehicle is equipped as described and in good operating order and condition and that Lessor accepts the Vehicle for all purposes of this Lease.	
Signature of Lessee	Richard A. Marger III
Signature of Lessor	Richard A. Marger III
Date	JUL 29 2002

42. Lessee acknowledges that Lessor has received and examined the Vehicle described in paragraph 27 of this Lease, that the Vehicle is equipped as described and in good operating order and condition and that Lessor accepts the Vehicle for all purposes of this Lease.	
Signature of Lessee	Richard A. Marger III
Signature of Lessor	Richard A. Marger III
Date	JUL 29 2002

43. Lessee acknowledges that Lessor has received and examined the Vehicle described in paragraph 27 of this Lease, that the Vehicle is equipped as described and in good operating order and condition and that Lessor accepts the Vehicle for all purposes of this Lease.	
Signature of Lessee	Richard A. Marger III
Signature of Lessor	Richard A. Marger III
Date	JUL 29 2002

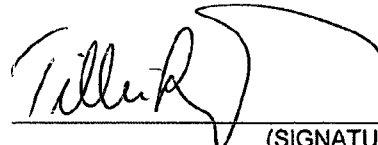
EXHIBIT

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is Tillie Rigdon
(NAME)

Consumer Lending Manager of Fifth Third Bank, plaintiff herein, that
(TITLE) (COMPANY)

he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.


(SIGNATURE)
TILLIE RIGDON
CONSUMER LENDING MANAGER

WWR# 03832141
ACCOUNT # 758753289
RICARD A MARKER III

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

FIFTH THIRD BANK

Plaintiff

vs.

RICHARD A MARKER III

Defendants

No. 06-1374-CD

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#03832141

FILED 10041 Cert of
M/11:20um disc issued to
DEC 14 2006 Atty Warmbrodt
(W)
William A. Shaw
Prothonotary/Clerk of Courts

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

FIFTH THIRD BANK

Plaintiff

vs.

Civil Action No. 06-1374-CD

RICHARD A MARKER III

Defendants

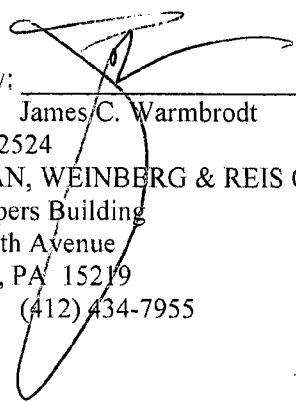
PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

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

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

By: 

James C. Warmbrodt

PA I.D #42524

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

2718 Koppers Building

436 Seventh Avenue

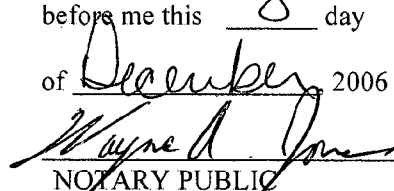
Pittsburgh, PA 15219

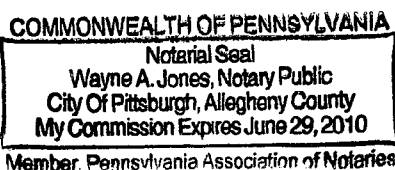
(412) 434-7955

SWORN TO AND SUBSCRIBED

before me this 8 day

of December, 2006


NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Fifth Third Bank

Vs.

No. 2006-01374-CD

Richard A. Marker III

CERTIFICATE OF DISCONTINUATION

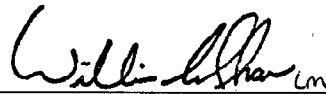
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on December 14, 2006, marked:

Settled, discontinued and ended without prejudice to refile

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

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 14th day of December A.D. 2006.



William A. Shaw, Prothonotary