

07-576-CD
GMAC LLC vs Brian D. Pierce et al

GMAC vs Brian Pierce et al
2007-576-CD

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

GMAC, LLC

Plaintiff

No. 07-576-CD

vs.

COMPLAINT IN CIVIL ACTION

BRIAN D PIERCE
SHERRIE M PIERCE

Defendants

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#05729402

FILED acc Sheriff
M 12-25-07
APR 13 2007 Atty pd. 85.00
⑤
William A. Shaw
Prothonotary/Clerk of Courts

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

GMAC, LLC

Plaintiff No.

vs.

BRIAN D PIERCE
SHERRIE M PIERCE

Defendants

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 with offices at TROY, MI 48098-0000.
2. Defendants are adult individuals residing at 214 HAAG HILL RD, OLANTA,PA 16863 .
3. On or about 11/4/03, the parties entered into a written Closed-End Lease Agreement (hereinafter referred to as the "Agreement") for the lease of a NEW 2004 CHEVROLET BLAZER, more particularly identified in the Agreement, a true and correct copy of which is attached hereto, marked as Exhibit "1" and made a part hereof.
4. By the terms of the Agreement, Defendants were to make FORTY SEVEN (47) payments of \$413.91, commencing 19867.68, and to pay certain license fees due at the inception of the lease and during the lease term.
5. The terms of said Agreement provide for termination upon satisfaction by Defendants of all obligations provided thereunder and upon the return of the vehicle by Defendants to Plaintiff at the end of the lease term, which term would end FORTY SEVEN (47) months after it commenced.
6. Plaintiff avers that Defendants defaulted under the terms of the Lease Agreement by failing to make payment to Plaintiff as promised.

7. Due to the Defendants' default under the Agreement, Plaintiff exercised its right to terminate the Lease.

8. After calculating the early termination charges due Plaintiff pursuant to the terms of the Lease, Plaintiff avers that a balance of \$ 7,388.25 as of MARCH 27, 2007 is due from Defendants.

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

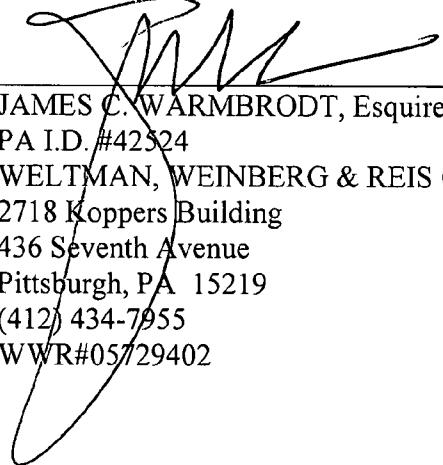
10. Plaintiff avers that such attorneys' fees will amount to \$1500.00.

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

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendants, BRIAN D PIERCE and SHERRIE M PIERCE , jointly and severally, in the amount of \$7,388.25 with continuing interest thereon at the legal rate 6.00% per annum from MARCH 27, 2007 plus attorneys' fees of \$1500.00 and costs.

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

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


JAMES C. WARMBRODT, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#05/29402

SEE) ("You") name and address, including county

ICE
IERCE

RD

6863

Caraging address (if different)

Principal driver (if business use)

LESSOR (Retailer)

Stocker Chevrolet Inc.
701 Benner Pike
State College PA 16801

ase a vehicle. This is not a purchase agreement. You are not buying the vehicle. By signing this lease, you agree to everything on the front and back. to Lessor named above and any assignee. An "assignee" is a person to whom this lease is assigned (if it is assigned).

Lessor (Retailer) will assign this lease and sell the vehicle to General Motors Acceptance Corporation ("GMAC").

GMAC helped to arrange this lease and Lessor (Retailer) will assign it and sell the vehicle to Central Originating Lease Trust.

Lessor (Retailer) will assign this lease and sell the vehicle to _____

Lessor (Retailer) intends not to assign this lease.

THE VEHICLE YOU ARE LEASING

Make & Model	Body Style	Vehicle ID #	Mileage	Primary Use
Chevrolet Blazer 4WD Wgn LS	S/W	1GNCT18X44K130232	136	<input checked="" type="checkbox"/> Personal, Family, or Household <input type="checkbox"/> Commercial, Bus Agricultural
N/A	N/A			<input type="checkbox"/> GVW (if truck) <input type="checkbox"/> Public Conveyance

FEDERAL CONSUMER LEASING ACT DISCLOSURES

2. Monthly Payments

Your first monthly payment of \$ 413.91 is due on 11/04/03, followed by 47 payments of \$ 413.91 due on the 4 of each month. The total of your monthly payments is \$ 19867.68.

3. Other Charges (not part of your monthly payment)

Disposition fee (if you do not purchase the vehicle) \$ 0.00
N/A \$ N/A

Total \$ 0.004. Total of Payments
(The amount you will have by the end of the lease.)\$ 24001

*Itemization of Amount Due at Lease Signing or Delivery

5. Signing or Delivery:

Deposition	\$ <u>4000.00</u>
Ent	\$ <u>413.91</u>
Deposit	\$ <u>0.00</u>
	\$ <u>22.50</u>
	\$ <u>46.00</u>
	\$ <u>0.00</u>
Cost Reduction Tax	\$ <u>0.00</u>
TIKE TAX/	\$ <u>65.00</u>
	\$ <u>N/A</u>
j. Total	\$ <u>4547.41</u>

6. How the Amount Due at Lease Signing or Delivery will be paid:

a. Net trade-in allowance	\$ <u>0</u>
b. Rebates and noncash credits	\$ <u>4000</u>
c. Amount to be paid in cash	\$ <u>547</u>

EXHIBIT

7. Your monthly payment is determined as shown below:

cost. The agreed upon value of the vehicle (\$ <u>29100.00</u>) and any items you pay for over the lease term (such as service contracts, outstanding prior credit or lease balance)	\$ <u>29695</u>
duction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost	\$ <u>4000</u>
ed cost. The amount used in calculating your base monthly payment	\$ <u>25695</u>
re value of the vehicle at the end of the lease used in calculating your base monthly payment	\$ <u>10788</u>
any amortized amounts. The amount charged for the vehicle's decline in value through normal use and for other items paid over	\$ <u>14907</u>
amount charged in addition to the depreciation and any amortized amounts	\$ <u>3320</u>
onthly payments. The depreciation and any amortized amounts plus the rent charge	\$ <u>18227</u>
The number of payments in your lease	\$ <u>379</u>
ment	\$ <u>34</u>
tax (estimated)	\$ <u>0</u>
ment	\$ <u>413</u>

Early Termination. You may have to pay a substantial charge if you end 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.

1. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 12000 miles per year at the rate of \$.20 per mile. of Lease Term. You have an option to buy the vehicle at the end of the lease term for \$ 10788.00, plus official fees and taxes.

See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, and insurance.

1. OSS CAPITALIZED COST. of the vehicle	\$ <u>29100.00</u>
re fee	\$ <u>595.00</u>
/title fees	\$ <u>0.00</u>
N/A	\$ <u>0.00</u>
tract	\$ <u>0.00</u>
ce contract	\$ <u>0.00</u>
ce	\$ <u>0.00</u>

16. CHARGE FOR FINES. If the government places a fine on the vehicle and you do promptly, we may pay it. Each time we pay a fine, you will pay us the fine plus \$20.

17. SCHEDULED LEASE END DATE. This lease is scheduled to end 11/03/0. You are scheduled to return the vehicle on this date. (month) (day)

18. LEASE END DAILY EXTENSION CHARGE. \$ 25.00 per day (plus tax), begin the eighth day after scheduled lease end date.

19. REQUIRED VEHICLE INSURANCE INFORMATION. You affirm that liability and damage policies that meet our requirements (see the other side) are in force on the date of lease as follows:

Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of **12000** miles per year at **10788.00**, plus official fees and taxes. End of Lease Term. You have an option to buy the vehicle at the end of the lease term for \$ **12000**, plus official fees and taxes. See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, and insurance.

GROSS CAPITALIZED COST.	29100.00
Value of the vehicle	595.00
Administrative fee	0.00
Registration/title fees	0.00
Subtotal	0.00
Lease contract	0.00
Maintenance contract	0.00
Insurance	0.00
Liability insurance	N/A
Subtotal	0.00
Security deposit	N/A
Subtotal	0.00
Subtotal	29695.00

I. Gross Capitalized Cost = \$ **29695.00**

YOU ARE TRADING. **1999 CHEVROLET CAVALIER**
(year) (make) (model)
Value **6400.00**
- \$ **6400.00**
= \$ **0.00**

FEES AND TAXES. You will pay all government license, title, registration, testing, for the vehicle. You will pay all taxes on the lease or the vehicle that the on you, the vehicle, or us (except our net income taxes). We may change nt if taxes change. We may bill you separately for official fees and taxes. **1893.14**

FEES AND TAXES YOU MUST PAY DURING LEASE \$ **1893.14**
Fees and taxes may be higher or lower depending on tax rates in effect or the fee or tax is assessed.

	22.50
Les/taxes	220.00
axes	10.00
es (including tax on capitalized cost reduction)	1540.64
	0.00
	0.00
(e) N/A	N/A
(e) N/A	N/A
(e) N/A	N/A

Mileage allowance. 15,000 miles/year. Low mileage: 12,000 miles/year.

Medium-duty truck (gasoline): 25,000 miles/year
 Medium-duty truck (diesel): 35,000 miles/year

You are buying **0** extra miles at \$ **N/A** per mile. If this lease ends st scheduled payment is due, we will credit you with \$ **N/A** per mile for extra mile. There will be no credit if the lease ends early, you buy the vehicle is a total loss.

Mileage on the Odometer at Lease End is **48136** miles.
Meter mileage **136** miles
allowance **48000** miles
extra miles **0** miles
.

Excess Charge. The excess mileage charge is \$ **0** per mile for each mile I allowed miles, plus tax. If the lease ends early and the vehicle is not a total is mileage and wear charge will not be more than residual value minus the e. There is no excess mileage charge if you buy the vehicle.

E. If you do not pay a monthly payment in full within 10 days after it is due, charge of 5% of the part of the payment that is late.

FIRE AGREEMENT. This lease, including the front and back of this form, contains the entire agreement between you and us relating to the lease of the vehicle. Any clause must be in writing and signed by you and us. No oral changes are binding.

Barry O. Pierce BY: X

refrain from enforcing any of our rights under this lease without losing them.

SEE. 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. 2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.

IHS AGREEMENT AND RECEIVED A COPY AT **State College PA** ON **November 4, 2003**
(city) (state) (month) (day)

Barry O. Pierce BY: X

Decker Chevrolet Inc. SIGNATURE AND TITLE: X

right, title, and interest in this lease to the party identified in this lease as the intended assignee, under the terms of the Lease Plan Dealer Agreement in effe

16. CHARGE FOR FINES. If the government places a fine on the vehicle and you promptly, we may pay it. Each time we pay a fine, you will pay us the fine plus \$20. **11/01**

17. SCHEDULED LEASE END DATE. This lease is scheduled to end **11/01**. You are scheduled to return the vehicle on this date. (month)

18. LEASE END DAILY EXTENSION CHARGE. \$ **25.00** per day (plus tax), the eighth day after scheduled lease end date.

19. REQUIRED VEHICLE INSURANCE INFORMATION. You affirm that liability damage policies that meet our requirements (see the other side) are in force on the lease as follows:

Insurance company name: **ALLSTATE**
Insurance agency name: **VICTORIA WOOTON**
Agency address: **308 PINE ST Clearfield PA 16830**

Agency phone no.: **N/A**
Agent's name: **VICTORIA WOOTON**
Policy no.: **001705264** **0.00** Liability Physical damage
Deductibles: Collision \$ **0.00** Comprehensive \$ **0.00**

Insurance company name: **N/A**
Insurance agency name: **N/A**
Agency address: **N/A**
Agency phone no.: **N/A**
Agent's name: **N/A**
Policy no.: **N/A** Physical damage
Deductibles: Collision \$ **N/A** Comprehensive \$ **N/A**

20. OPTIONAL LIFE AND DISABILITY INSURANCE. We do not require life insurance. If you sign below, we will try to get the coverage(s) checked for the lease term. the premium in your base monthly payment. A notice you receive when you sign this lease coverage(s). The insurance may not cover taxes and other amounts due besides the base monthly premium.

Insurer name: **N/A**
Address: **N/A**
 Life insurance (Lessee Co-Lessee Both) Premium \$ **0**
Coverage limit \$ **0**

Disability insurance (Lessee only) Premium \$ **0**
Monthly coverage limit \$ **0**

LESSEE'S SIGNATURE: X

CO-LESSEE'S SIGNATURE: X

21. WARRANTY AND EXCLUSION OF WARRANTY. You have the benefit of checked below.

Standard manufacturer's warranty **N/A**
 NOV

Warranty papers that are separate from this lease state any coverage limits. The law gives you a warranty that the vehicle conforms to the description in this lease.

THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY. THERE IS NO WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE.

22. OPTIONAL SERVICE AND MAINTENANCE CONTRACTS.

Name **N/A** Term **N/A** months
Name **NOV** months

If you are buying a service or maintenance contract now, you may pay for it. If you do not, the price will be in the capitalized cost and you will pay rent charges on

NOV
NOV
NOV

CO-LESSEE: O'Sherry M. Pierce

ON **NOVEMBER 4, 2003**
(month) (day)

CO-LESSEE: O'Sherry M. Pierce

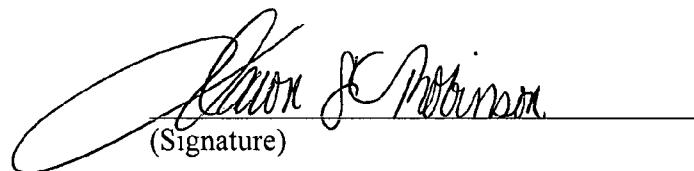
SIGNATURE AND TITLE: X

right, title, and interest in this lease to the party identified in this lease as the intended assignee, under the terms of the Lease Plan Dealer Agreement in effe

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is Dawn Robinson
Attorney/BCA Administrator of CMAC LLC (Name)
(Title) (Company)

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



(Signature)

WWR#05729402

FILED

APR 13 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102681
NO: 07-576-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: GMAC, LLC
VS.
DEFENDANT: BRIAN D. PIERCE and SHERRIE M. PIERCE

SHERIFF RETURN

NOW, April 23, 2007 AT 10:38 AM SERVED THE WITHIN COMPLAINT ON BRIAN D. PIERCE DEFENDANT AT 214 HAAG HILL RD., OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRIAN PIERCE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
03/09/07
SEP 13 2007
WAS

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102681
NO: 07-576-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: GMAC, LLC
vs.
DEFENDANT: BRIAN D. PIERCE and SHERRIE M. PIERCE

SHERIFF RETURN

NOW, April 23, 2007 AT 10:38 AM SERVED THE WITHIN COMPLAINT ON SHERRIE M. PIERCE DEFENDANT AT 214 HAAG HILL RD., OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRIAN PIERCE, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102681
NO: 07-576-CD
SERVICES 2
COMPLAINT

PLAINTIFF: GMAC, LLC
vs.
DEFENDANT: BRIAN D. PIERCE and SHERRIE M. PIERCE

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8412648	10.00
SHERIFF HAWKINS	WELTMAN	8412648	28.67

Sworn to Before Me This

So Answers,

_____ Day of _____ 2007

✓ Chester A. Hawkins
Sheriff

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

GMAC, LLC,

Plaintiff

No. 07-576-CD

vs.

PRAECLPICE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

BRIAN D. PIERCE and
SHERRIE M. PIERCE,

Defendants

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.
436 SEVENTH AVENUE, SUITE 2718
PITTSBURGH,PA 15219
(412)434-7955
Fax: 412-338-7130

WWR#5729402

FILED acc & Cert
m/2/20 cm of disc issued
OCT 01 2007 to Atty Molczan
WAT

William A. Shaw
Prothonotary/Clerk of Courts

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

GMAC, LLC,

Plaintiff

vs.

Civil Action No. 07-576-CD

BRIAN D. PIERCE and
SHERRIE M. PIERCE,

Defendants

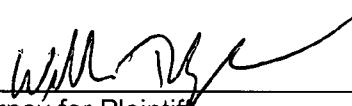
PRAECIPE TO SETTLE, DISCONTINUE
AND END WITHOUT PREJUDICE TO REFILE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

Settle, Discontinue and End the above-captioned matter upon the records of the Court without
prejudice to refile and mark the costs paid.

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

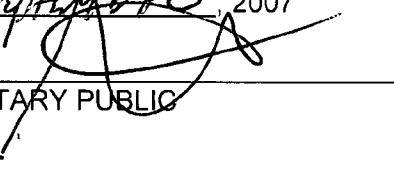
By: 

Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#5729402

SWORN TO AND SUBSCRIBED

before me this 24th day

of September, 2007


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal	
Clearfield, PA	
My C.C.	8/18/2007
ABCR, Inc.	Pennsylvania Ass.
8/18/2007	

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

GMAC, LLC

Vs. No. 2007-00576-CD
Brian D. Pierce
Sherrie M. Pierce

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 1, 2007, marked:

Settled, Discontinued and Ended without Prejudice

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 1st day of October A.D. 2007.



William A. Shaw, Prothonotary