

08-402-CD
GMAC LLC vs Robert Spencer

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

GMAC, LLC

Plaintiff

No. 08-402-CD

vs.

COMPLAINT IN CIVIL ACTION

ROBERT SHANE SPENCER

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
WWR#06499204

FILED Atty pd.
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LM ICC Shaff
William A. Shaw
Prothonotary/Clerk of Courts

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

GMAC, LLC

Plaintiff No.

vs.

ROBERT SHANE SPENCER

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 with offices at P. O. BOX 901009
FORT WORTH, TX 76101.
2. Defendant is an adult individual residing at 1645 WATTS ROAD
CURWENSVILLE, PA 16833.
3. On or about JUNE 2, 2006, the parties entered into a written Closed-End Lease Agreement (hereinafter referred to as the "Agreement") for the lease of a 2007 CHEVROLET AVALANCHE, 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, Defendant was to make THIRTY-FIVE (35) payments of \$566.12, commencing FEBRUARY 8, 2008, 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 Defendant of all obligations provided thereunder and upon the return of the vehicle by Defendant to Plaintiff at the end of the lease term, which term would end THIRTY-FIVE (35) months after it commenced.
6. Plaintiff avers that Defendant defaulted under the terms of the Lease Agreement by failing to make payment to Plaintiff as promised.

7. Due to the Defendant's 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 \$4832.72 as of FEBRUARY 8, 2008 is due from Defendant.

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 \$500.00.

11. Although repeatedly requested to do so by Plaintiff, Defendant has 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 Defendant, ROBERT SHANE SPENCER, individually, in the amount of \$4832.72 with continuing interest thereon at the legal rate 6.00% per annum from FEBRUARY 8, 2008 plus attorneys' fees of \$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.



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#06499204

GMAC SMARTLEASE® AGREEMENT — Monthly Payment 611-9092-23000

LESSEE (and CO-LESSEE) ("You") name and address, including county ROBERT SHANE SPENCER 1645 HAWTHORN RD CHURCHVILLE, PA 16633	Derating address (if different) Principal driver (if business use)	LESSOR (Relator) BUTLER CHEVROLET - PONTIAC RT 879 WEST PO BOX 1455 CLEARFIELD PA 16830
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This is an agreement to lease a vehicle. This is not a purchase agreement. You are not buying the vehicle. By signing this lease, you agree to pay everything on the front and back.

"We," "us," and "our" refer to Lessor named above and any assignee. An "assignee" is a person to whom this lease is assigned (if it is assigned).

If this box is checked, Lessor (Relator) will assign this lease and sell the vehicle to General Motors Acceptance Corporation (GMAC).

If this box is checked, GMAC helped to arrange the lease and Lessor (Relator) will assign it and sell the vehicle to Central Originating Lease Trust.

If this box is checked, Lessor (Relator) will assign this lease and sell the vehicle to Central AB.

If this box is checked, Lessor (Relator) intends not to assign this lease.

THE VEHICLE YOU ARE LEASING

Now/Used	Year	Make & Model	Body Style	Vehicle ID #	Mileage	Primary Use
Now	2007	CHEVROLET AVALANCHE	4x4	3GNEK123X7G103016	28	<input checked="" type="checkbox"/> Personal, Family, or Household <input type="checkbox"/> Commercial, Business, or Agricultural <input type="checkbox"/> Public Conveyance

FEDERAL CONSUMER LEASING ACT DISCLOSURES						
1. Amount Due at Lease Signing or Delivery (Itemized Below)*	2. Monthly Payments	3. Other Charges (not part of your monthly payment)	4. Total of Payments (The amount you will have paid by the end of the lease)			
Your first monthly payment of \$ <u>566.12</u> is due on <u>06/02/2006</u> , followed by <u>35</u> payments of \$ <u>566.12</u> due on the <u>7</u> TH of each month.	<u>566.12</u>	Deposition fee (if you do not purchase the vehicle) \$ <u>N/A</u> N/A \$ <u>N/A</u> Total \$ <u>N/A</u>	\$ <u>20553.82</u>			
The total of your monthly payments is \$ <u>20380.32</u>						

*Itemization of Amount Due at Lease Signing or Delivery						
5. Amount Due at Lease Signing or Delivery:	6. How the Amount Due at Lease Signing or Delivery will be paid:					
a. Capitalized cost reduction \$ <u>N/A</u>	b. First monthly payment \$ <u>566.12</u>	c. Refundable security deposit \$ <u>575.00</u>	d. Total lease \$ <u>22.50</u>	e. Net trade-in allowance \$ <u>0.00</u>	f. Rebates and noncash credits \$ <u>N/A</u>	g. Amount to be paid in cash \$ <u>1314.62</u>
h. Total fees \$ <u>0.00</u>	i. Registration fees \$ <u>96.00</u>	j. Sales tax \$ <u>55.00</u>	k. DOC FEE \$ <u>N/A</u>	l. Leases monthly payment \$ <u>566.12</u>	m. Base monthly payment \$ <u>566.12</u>	n. Monthly sales/use tax (estimated) \$ <u>0.00</u>
o. Total monthly payment \$ <u>1314.62</u>						

7. Your monthly payment is determined as shown below:						
a. Gross capitalized cost. The agreed upon value of the vehicle (\$ <u>34459.00</u>) and any items you pay for over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance)	\$ <u>34459.00</u>	b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost	\$ <u>0.00</u>			
c. Adjusted capitalized cost. The amount used in calculating your base monthly payment	\$ <u>34459.00</u>	d. Residual value. The value of the vehicle at the end of the lease used in calculating your base monthly payment	\$ <u>23188.92</u>			
e. Depreciation and any amortized amounts. The amount of agreed to the vehicle's decline in value through normal use and for other items paid over the lease term	\$ <u>11565.08</u>	f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts	\$ <u>7133.69</u>			
g. Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge	\$ <u>18697.68</u>	h. Lease payments. The number of payments in your lease	\$ <u>36</u>			
i. Base monthly payment	\$ <u>519.38</u>	j. Monthly sales/use tax (estimated)	\$ <u>40.74</u>			
k. Monthly sales/use tax (estimated)	\$ <u>566.12</u>	l. Total monthly payment	\$ <u>566.12</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.

10. Excessive Wear and Use. You may be charged for excessive wear and use, at our standards for normal wear and for major damage, of \$ 30.00 per mile per year of the rate of \$ 0.00 per mile, plus offset fees and taxes.

9. Purchase Option at End of Lease Term. You have an option to buy the vehicle at the end of the lease term for \$ 30,000, plus offset fees and taxes.

10. Other Important Terms. See your lease documents for additional information on early termination, purchase option and default responsibilities, warranties, late and default charges, and insurance.

11. ITEMIZATION OF GROSS CAPITALIZED COST.	16. CHARGE FOR FINES. If the government places a fine on the vehicle and you do not pay promptly, we may pay it. Each time we pay a fine, you will pay us the fine plus \$ <u>0.701/09</u>
a. Agreed upon value of the vehicle \$ <u>34459.00</u>	b. Net \$ <u>595.00</u>
b. GMAC administrative fee \$ <u>N/A</u>	c. Insurance \$ <u>N/A</u>
c. License/registration/title fees \$ <u>N/A</u>	d. Sales tax \$ <u>N/A</u>
d. Sales tax \$ <u>N/A</u>	e. Other tax (describe) \$ <u>N/A</u>
e. Other tax (describe) \$ <u>N/A</u>	f. Option to purchase vehicle \$ <u>N/A</u>
f. Option to purchase vehicle \$ <u>N/A</u>	g. Option maintenance contract \$ <u>N/A</u>
g. Option maintenance contract \$ <u>N/A</u>	h. Option life insurance \$ <u>N/A</u>
h. Option life insurance \$ <u>N/A</u>	i. Option disability insurance \$ <u>N/A</u>
i. Option disability insurance \$ <u>N/A</u>	j. Option to extend lease \$ <u>N/A</u>
j. Option to extend lease \$ <u>N/A</u>	k. Total Gross Capitalized Cost \$ <u>35054.00</u>

12. THE VEHICLE YOU ARE TRADING. (year) (make) (model)

Gross trade-in value \$ <u>N/A</u>	Payoff \$ <u>N/A</u>	Net trade-in value \$ <u>0.00</u>
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13. OFFICIAL FEES AND TAXES. You will pay all government license, title, registration, testing, and inspection fees for the vehicle. You will pay all taxes on the lease or the vehicle that the government levies on you, the vehicle, or us (except our net income taxes). We may charge your monthly payment if taxes change. We may bill you separately for critical fees and taxes.

TOTAL ESTIMATED FEES AND TAXES YOU MUST PAY DURING LEASE

The actual total of fees and taxes may be higher or lower depending on tax rates in effect at the vehicle value when a fee or tax is assessed

a. Tolerance fees \$ 27.50

b. Registration fees/taxes \$ 248.30

c. License fees/taxes \$ N/A

d. Sales taxes (excluding tax on capitalized cost reduction) \$ 1681.64

e. Excise taxes \$ N/A

f. Property taxes \$ N/A

g. Other (describe) TIRE TAX \$ 5.00

h. Other (describe) DOC FEE \$ 55.00

i. Other (describe) N/A \$ N/A

14. MILEAGE.

Base Mileage Allowance: 15,000 miles/year Low mileage: 12,000 miles/year

Medium-duty truck (gasoline) 25,000 mi/year

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

Extra Miles. You are buying N/A extra miles at \$ N/A per mile. If this lease ends on or after the last scheduled payment is due, we will credit you with \$ N/A per mile for each unused extra mile. There will be no credit if the lease ends early, you buy the vehicle, or the vehicle is a total loss.

Total Allowed Mileage on the Odometer at Lease End is 36076 miles

Starting odometer mileage 28 miles

Base mileage allowance 36000 miles

Purchased extra miles 36076 miles

Excess Miles Charge. The excess mileage charge is \$ 20.00 per mile to each mile beyond the total allowed miles, plus tax. If the lease ends early and/or a vehicle is a total loss, any excess mileage and wear charge will not be more than N/A per mile minus the vehicle sale price. There is no excess mileage charge if you buy the vehicle.

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

THIS IS THE ENTIRE 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 charge to the terms of this lease is not binding on us unless it is signed by us. No oral agreements are binding on us.

LESSEE: ROBERT SHANE SPENCER BY Robert Shane Spencer CO-LESSEE: X

We may delay or refrain from enforcing any of our rights under this lease without losing them.

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

YOU SIGNED THIS AGREEMENT AND RECEIVED A COPY AT CLEARFIELD, PA ON JUNE 02 2006 (month) (day) (year)

LESSEE: ROBERT SHANE SPENCER BY Robert Shane Spencer CO-LESSEE: X

LESSOR: BUTLER CHEVROLET - PONTIAC SIGNATURE AND TITLE: Samuel B. McNeil TITLE: Samuel B. McNeil

SEE OTHER SIDE FOR OTHER IMPORTANT AGREEMENTS INCLUDING A PROHIBITION OF TRANSFER OF YOUR INTEREST

671 MONTHLY 11/2001 (S) Copyright 2001 General Motors Acceptance Corporation All Rights Reserved

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 Shirley Kelly
(Name)
Portfolio Coordinator of Semperian LLC, plaintiff herein, that
(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#06499204

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

GMAC, LLC

Plaintiff No. 08-402-CD

vs. PRAECIPE TO SETTLE AND DISCONTINUE
WITH PREJUDICE

ROBERT SHANE SPENCER

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.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#6499204

FILED 1cc+1 Cert of
m|9:25am disc issued to
APR 21 2008 Atty Molczan

WM
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. 08-402-CD

ROBERT SHANE SPENCER

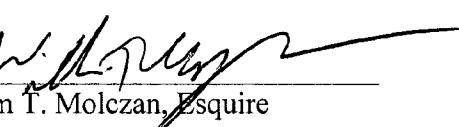
Defendant

PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY OF COUNTY:

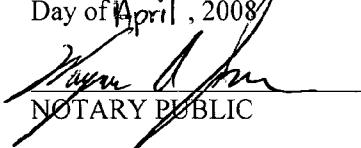
**Please kindly Settle and Discontinue the above captioned matter upon the records of the Court and
mark the cost paid.**

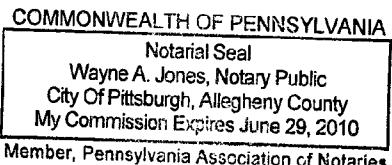
WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#6499204

Sworn to and subscribed
Before me the 14th
Day of April, 2008


NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

GMAC, LLC

Vs.
Robert Shane Spencer

No. 2008-00402-CD

CERTIFICATE OF DISCONTINUATION

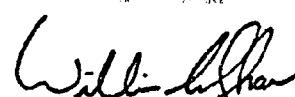
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 21, 2008, marked:

Settled and discontinued with prejudice

Record costs in the sum of \$95.00 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 21st day of April A.D. 2008.



lm

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103852
NO: 08-402-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: GMAC, LLC
vs.
DEFENDANT: ROBERT SHANE SPENCER

SHERIFF RETURN

NOW, April 01, 2008 AT 6:02 PM SERVED THE WITHIN COMPLAINT ON ROBERT SHANE SPENCER DEFENDANT AT 1645 WATTS ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DELORES SPENCER, MOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED

03:00pm
JUL 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3297717	10.00
SHERIFF HAWKINS	WELTMAN	3297717	24.06

Sworn to Before Me This

____ Day of _____ 2008

So Answers,

*Chester A. Hawkins
by Marley Henn*
Chester A. Hawkins
Sheriff