



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

GMAC, LLC

Plaintiff

vs.

ROBERT SHANE SPENCER

Defendant

No. 08-402-CD

COMPLAINT IN CIVIL ACTION

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 *Any pd.*  
*m 11:52 AM* *95.00*  
MAR 07 2008  
*LM* *ICC Shff*  
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.

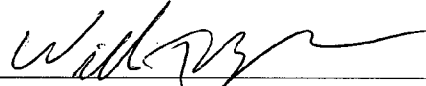
10. Plaintiff avers that such attorneys' fees will amount to \$500.00.

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

6/11-9092-23000

<b>LESSEE (and CO-LESSEE) ("You") name and address, including county</b> ROBERT SHANE SPENCER 1645 WATTS RD EUREKAVILLE, PA 16833 CLEARFIELD	<b>LESSOR (Retailer)</b> JUN 17 2006 BUTLER CHEVROLET - PONTIAC RT 879 WEST PO BOX 1455 CLEARFIELD PA 16830-
<b>Designing address (if different)</b> _____ <b>Principal driver (if business use)</b> _____	

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

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

☒ If this box is checked, Lessor (Retailer) will assign this lease and sell the vehicle to \_\_\_\_\_.

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

## THE VEHICLE YOU ARE LEASING

New/Used	Year	Make & Model	Body Style	Vehicle ID #	Mileage	Primary Use
NEW	2007	CHEVROLET - AVALANCHE	7X	3GNEK123X7G103016	28	<input checked="" type="checkbox"/> Personal, Family, or Household <input type="checkbox"/> Commercial, Business, or Agricultural <input type="checkbox"/> Public Conveyance
<b>Dealer Installed Options</b>						GVW (if truck) 7000 <input type="checkbox"/> Public Conveyance

## FEDERAL CONSUMER LEASING ACT DISCLOSURES

<b>1. Amount Due at Lease Signing or Delivery (Hereinafter "Down Payment")</b> \$ 1314.62	<b>2. Monthly Payments</b> Your first monthly payment of \$ 566.12 is due on 06/02/2006, followed by 35 payments of \$ 566.12 due on the 2 <sup>nd</sup> of each month. The total of your monthly payments is \$ 20553.82.	<b>3. Other Charges (not part of your monthly payment)</b> Disposition fee (if you do not purchase the vehicle) \$ N/A Total \$ N/A	<b>4. Total of Payments (The amount you will have paid by the end of the lease)</b> \$ 20553.82
<b>5. Amount Due at Lease Signing or Delivery:</b>			
a. Capitalized cost reduction \$ N/A b. First monthly payment \$ 566.12 c. Refundable security deposit \$ 575.00 d. Title fees \$ 22.50 e. Registration fees \$ 96.00 f. Sales/use tax \$ N/A g. DOC FEE \$ 55.00 h. Other (describe) \$ N/A i. Other (describe) \$ N/A <b>j. Total</b> \$ 1314.62			
<b>6. How the Amount Due at Lease Signing or Delivery will be paid:</b>			
a. Net trade-in allowance \$ .00 b. Rebates and noncash credits \$ N/A c. Amount to be paid in cash \$ 1314.62			
<b>7. Your monthly payment is determined as shown below:</b>			
a. Gross capitalized cost, the agreed-upon value of the vehicle (\$ 34459.00) and any items you pay for over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) \$ 35054.00 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 \$ N/A c. Adjusted capitalized cost, the amount used in calculating your base monthly payment \$ 35054.00 d. Residual value, the value of the vehicle at the end of the lease used in calculating your base monthly payment \$ 23488.92 e. Depreciation and any amortized amounts, the amount of charge for the vehicle's decline in value through normal use and for other items paid over the lease term \$ 11565.08 f. Rent charge, the amount charged in addition to the depreciation and any amortized amounts \$ 7132.60 g. Total of base monthly payments, the depreciation and any amortized amounts plus the rent charge \$ 18697.68 h. Lease payments, the number of payments in your lease \$ 36 i. Base monthly payment \$ 519.38 j. Monthly sales/use tax (estimated) \$ 46.74 k. Other (describe) \$ N/A l. Total monthly payment \$ 566.12			
<b>8. Excessive Wear and Tear.</b> You may be charged for excessive wear and tear, as our standards for normal use and for mileage, at the rate of \$ 1.00 per mile plus official fees and taxes.			
<b>9. Early Termination.</b> 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.			
<b>10. Other Important Terms.</b> See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, title and default charges, and insurance.			

EXHIBIT

<b>11. ITEMIZATION OF GROSS CAPITALIZED COST.</b>	<b>15. CHARGE FOR FINES.</b> 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 \$20.
a. Agreed-upon value of the vehicle \$ 34459.00 b. GMAC administrative fee \$ 595.00 c. License/registration/title fees \$ N/A d. Sales tax \$ N/A e. Other tax (describe) \$ N/A f. Optional service contract \$ N/A g. Optional maintenance contract \$ N/A h. Optional life insurance \$ N/A i. Optional disability insurance \$ N/A j. Other (describe) \$ N/A <b>k. Gross Capitalized Cost</b> \$ 35054.00	06/01/09 You are scheduled to return the vehicle on this date (month) (day) (year) <b>16. LEASE END DAILY EXTENSION CHARGE.</b> \$ 39.00 per day (plus tax), beginning on the eighth day after scheduled lease end date. <b>17. REQUIRED VEHICLE INSURANCE INFORMATION.</b> You affirm that liability and physical damage policies that meet our requirements (see the other side) are in force on the date of this lease as follows: Insurance company name: NATIONWIDE MUTUAL AUTO INS LIP Insurance agency name: JEFF LIPKA (C) Agency address: 415A N FRONT ST CLEARFIELD, PA 16830 Agency phone no: 814-265-1235 Policy no: 51370759001 Deductible Collision \$ 500.00 <input type="checkbox"/> Comprehensive \$ 250.00 Insurance company name: _____ Insurance agency name: _____ Agency address: _____ Agency phone no: _____ Policy no: _____ Deductible Collision \$ N/A <input type="checkbox"/> Comprehensive \$ N/A
<b>12. THE VEHICLE YOU ARE TRADING.</b> (year) (make) (model) Gross trade-in value \$ N/A Payoff \$ N/A Net trade-in value \$ .00	<b>18. OPTIONAL LIFE AND DISABILITY INSURANCE.</b> We do not receive life or disability insurance. If you sign below, we will try to get the coverage(s) checked for the lease term. We will include the premium in your base monthly payment. A notice you receive when you sign this lease describes the coverage(s). The insurance may not cover taxes and other amounts due besides the base monthly payment. Insurer name: N/A Address: _____ <input type="checkbox"/> Life insurance (Lessee) <input type="checkbox"/> Co-Lessee <input type="checkbox"/> Both Premium \$ N/A Coverage limit \$ N/A <input type="checkbox"/> Disability insurance (Lessee only) Premium \$ N/A Monthly coverage limit \$ N/A
<b>13. OFFICIAL FEES AND TAXES.</b> 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. You may pay for certain fees and taxes. <b>TOTAL ESTIMATED FEES AND TAXES YOU MUST PAY DURING LEASE</b> \$ 2018.14 The actual total of fees and taxes may be higher or lower depending on tax rates in effect or the vehicle value when a fee or tax is assessed. a. Title/lien fees \$ 27.50 b. Registration fees/taxes \$ 218.00 c. License fees/taxes \$ N/A d. Sales/use taxes (including tax on capitalized cost reduction) \$ 1682.64 e. Excise taxes \$ N/A f. Property taxes \$ N/A g. Other (describe) FIRE TAX \$ 5.00 h. Other (describe) DOC FEE \$ 55.00 i. Other (describe) N/A \$ N/A	<b>19. MILEAGE.</b> Base Mileage Allowance: <input type="checkbox"/> 15,000 miles/year <input checked="" type="checkbox"/> Low mileage 12,000 miles/year <input checked="" type="checkbox"/> Medium-duty truck (passenger) 25,000 miles/year <input type="checkbox"/> 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 \$ _____ 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 36078 miles. Starting odometer mileage 28 miles Base mileage allowance 36000 miles Purchased extra miles 78 miles Excess Mileage Charge. The excess mileage charge is \$ .20 per mile for each mile beyond the total allowed miles, plus tax. If the lease ends early and in a vehicle is not a total loss, any excess mileage and wear charge will not be more than residual value minus the vehicle sale price. There is no excess mileage charge if you buy the vehicle. <b>20. LATE CHARGE.</b> 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.

<b>21. WARRANTY AND EXCLUSION OF WARRANTY.</b> You have the benefit of any warranty checked below: <input checked="" type="checkbox"/> Standard manufacturer's warranty 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. <b>THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE. WE MAKE NO IMPLIED WARRANTY OF MERCHANTABILITY. THERE IS NO WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE.</b>	<b>22. OPTIONAL SERVICE AND MAINTENANCE CONTRACTS.</b> Name: N/A Term: _____ months, _____ miles Name: _____ Term: _____ months, _____ miles If you are buying a service or maintenance contract now, you may pay for it at lease signing. If you do not, the price will be in the capitalized cost and you will pay rent charges on the price.
<b>THIS IS THE ENTIRE AGREEMENT.</b> 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 change to the terms of the lease must be in writing and signed by you and us. No oral changes are allowed. We may delay or refuse to enforce any of our rights under this lease without losing them. <b>NOTICE TO LESSEE.</b> 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 LESSEE X ROBERT SHANE SPENCER BY [Signature] CO-LESSEE X LESSOR BUTLER CHEVROLET - PONTIAC SIGNATURE AND TITLE X [Signature]	

Lessor assigns all 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 effect from time to time with the assignee ("Dealer Agreement"). Lessor also assigns all right, title, and interest in the leased vehicle to the party identified in this lease as the intended assignee, or its designee, under the terms of the Dealer Agreement.

LESSOR BUTLER CHEVROLET - PONTIAC BY [Signature] TITLE [Signature]

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 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.

Shirley Kelly  
(Signature)

WWR#06499204



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

GMAC, LLC

Plaintiff

vs.

ROBERT SHANE SPENCER

Defendant

No. 08-402-CD

PRAECIPE TO SETTLE AND DISCONTINUE  
WITH PREJUDICE

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  
disc issued to  
m/9:25am  
APR 21 2008 Atty Molczan.

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

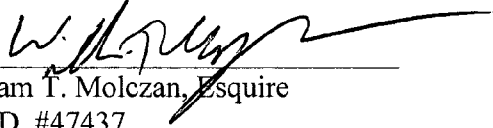
Defendant

**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. Moleczan, 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

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Wayne A. Jones, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires June 29, 2010  
Member, Pennsylvania Association of Notaries



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

03:00 PM  
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,

  
by Marilyn Hamer  
Chester A. Hawkins  
Sheriff