



DISTRICT COURT OF MARYLAND FOR CHARLES COUNTY
11 WASHINGTON AV POBOX 3070 V
LA PLATA, MD 20646-9999
TELEPHONE NUMBER: (301) 934-5110

0402



Civil Case No.: 0402 - 0001087 - 2014

Complaint No.: 001

To: GRAY, PRISCILLA ANN
334 BUCKNELL CIRCLE
LA PLATA, MD 20602

Regarding: REGIONAL ACCEPTANCE CORPORATION
VS.
GRAY, PRISCILLA ANN

Date: April 07, 2014

The Court has scheduled a proceeding in the case named above.

Type of Proceeding: SHOW CAUSE HEARING
Date: May 14, 2014
Session Time: 08:45 AM
Courtroom Number: 02
Court Location: 11 WASHINGTON AV POBOX 3070 V
LA PLATA, MD 20646-9999

If the anticipated amount of time required for this trial/hearing is more than one hour,
please notify the court in writing of the estimated time required.

**Courtroom assignments are subject to change. Check docket board for verification
of case location upon arrival to Court.**

**Persons not represented by an attorney may seek assistance at the Self Help Resource
Center, 7500 Ritchie Highway, Room #205, Glen Burnie, MD 21061. Phone Assistance:
410-260-1392. Website: www.courts.state.md.us/district/selfhelpcenter/home.html**

**For information about free mediation, you may contact the District Court Alternative
Dispute Resolution Office at 410-260-1676.**

Visit our website for directions and information about procedures: www.mdcourts.gov/district

Possession and use of cell phones and other electronic devices may be limited or prohibited in designated areas of the court facility.

To request a foreign language interpreter or a reasonable accommodation under
the Americans with Disabilities Act, please contact the court immediately.

TTY users call 1-800-925-9690 or use the Maryland Relay Service at 1-800-735-2258 or 711

DISTRICT COURT OF MARYLAND FOR ~~Charles~~ Charles County

City/County

Located at _____

Court Address

Case No. 1087-14

STATE OF MARYLAND

VS.

Priscilla Ann Gray

Defendant

334 Bucknell Circle

Address

LaPlata, MD 20602

City, State, Zip

Telephone _____

CC # _____

OR
Regional Acceptance Corporation

Plaintiff

SUBPOENA

STATE OF MARYLAND, Charles County

City/County: _____

TO: Priscilla Ann Gray

334 Bucknell Circle, LaPlata, MD 20602

YOU ARE HEREBY COMMANDED to appear in person before the District Court of Maryland at the above location on 5/1/14 at 8:45 o'clock A.M.

- ☒ To testify in the above case.
☐ To answer to the charge(s) in the above case.
☐ To answer to the State of Maryland for failing to obey a court order as follows: _____

☒ And to produce the following documents: all documents regarding the subject of complaint; including; registration; current location; proof of possession; proof of insurance coverage; proof of all payments made to date; and your copy of the contract to purchase the vehicle.

This Subpoena was requested by Richard D. London
 whose address is 8555 16th Street, Suite 720, Silver Spring, MD 20910
 and whose telephone number is (301) 588-6900

Failure to obey this Subpoena may result in your being charged with contempt of court and being taken into custody under a warrant or body attachment.

To request a reasonable accommodation under the Americans with Disabilities Act, please contact the court immediately. Hearing/speech impaired callers only, telephone TTY/TT 1-800-925-9690 or, for voice communication, call the court listed above through the Maryland Relay Service at 1-800-735-2258.

Possession and use of cell phones and other electronic devices may be limited or prohibited in designated areas of the court facility.

4-7-14

Date

Richard D. London
 Clerk/Judge

CERTIFICATE OF SERVICE

Pursuant to Maryland Annotated Code Financial Institutions Article, § 1-304
 or Health General Article § 4-306 and Maryland Rule 3-510

I HEREBY CERTIFY that on this _____ Date a copy of the compulsory process was served on the person whose records are being sought; or the Court waived such service by the attached order; or this demand for records is exempted from the service requirement pursuant to the following statute: _____

Signature

RETURN OF SERVICE

I certify that I delivered the original of the Subpoena to _____

on _____ Date

Signature

Title

2013520



DISTRICT COURT OF MARYLAND for Charles County
Located at Court House, P.O. Box 3070, LaPlata, Maryland 20646

WRIT OF SUMMONS

Defendant : **GRAY, PRISCILLA ANN**
Serve On : GRAY, PRISCILLA ANN
Address : 334 BUCKNELL CIRCLE
WALDORF, MD 20602

Date Filed : Apr 1, 2014
Issue Date : Apr 7, 2014
Case Number : 040200010872014
Complaint No. : 001

Trial Date : Jun 11, 2014
Trial Time : 08:45 am
Trial Room : 02

You are summoned to appear for trial at the date, time and location shown above. If you intend to be present at the trial, you must file the attached Notice of Intention to Defend within fifteen days of receiving this complaint. Failure to file the Notice of Intention to Defend may result in a judgment by default or the granting of the relief sought.

MUST BE SERVED BY May 7, 2014 **Patrick H. Loveless, Administrative Clerk / AG**

To Sheriff / Constable :

You are hereby commanded to serve this writ of summons and to make your return promptly if served. If you are unable to serve, you are to make your return below and return the original process to the court no later than ten days following the termination of the validity of the process.

I certify that:

☐ I served a summons by delivery of the complaint and all supporting papers to _____
on date ____ / ____ / 20 ____ at location _____
The person I left the papers with acknowledged being: (1) A resident of above listed address; (2) 18 years of age or older;
(3) of suitable discretion in that relationship to the defendant is _____
and that; (4) the above listed address is the defendant's residence or usual place of abode. The facts upon which I
concluded that individual served is of suitable age discretion are: _____

Description of the Defendant / Person Served : Race _____ Sex _____ Height _____ Weight _____ Age _____

☐ I was unable to serve because _____
Attempt: _____ Attempt: _____ Attempt: _____ Attempt: _____

RETURN TO LONDON, RICHARD D
RICHARD D. LONDON & ASOC 8555 16TH ST., STE. 720, SILVER SPRING, MD 20910

Date : ____ / ____ / 20 ____ Signature : _____

NOTICE OF INTENTION TO DEFEND

Defendant : GRAY, PRISCILLA ANN

Trial Date : Jun 11, 2014

Case # 040200010872014
Complaint # 001

Notice : If you **contest the claim** or any part thereof, you must complete this Notice of Intention to Defend and file with the court listed at the top of this summons no later than 15 days after you receive this Summons and be present in court on the trial date. If you do not appear judgment by default or the relief sought may be granted.

A **corporation** may enter an appearance only by an attorney except that an officer of the corporation may appear on its behalf if the action is based on a claim that does not exceed \$5,000.00. **RECEIVED**
Any reasonable accommodation for persons with disabilities should be requested by contacting the court prior to trial.

Possession and use of cell phones and other electronic devices may be limited or prohibited in designated areas of the court facility.

SEE ATTACHED NOTICE FOR IMPORTANT INFORMATION

I intend to be present at the trial of this claim and demand proof of the Plaintiff's claim. COURT OF MD

Explanation of defense : Validation of alleged debt. 4-2 LA PLATA

5/12/2014 Date

Priscilla Signature

334 Bucknell Circle Address/City/State/Zip code

Waldorf MD 20602 Work Phone

peejaybaker@gmail.com Home Phone

☐ Check this box if this is a new address.



Case Num. 040200010872014

2035321

IN THE DISTRICT COURT OF MARYLAND FOR CHARLES COUNTY

REGIONAL ACCEPTANCE CORPORATION,

Plaintiff

v.

Case No: 0402-0001087-2014

Show Cause Hearing Date: May 14, 2014

PRISCILLA ANN GRAY, *et al.*,

Defendants

NOTICE OF INTENT TO RELY ON BUSINESS RECORD

Notice is hereby given to all parties that, at any and all hearings or the trial of this matter, the above captioned Plaintiff intends to rely on certified copies of Plaintiff's business records in lieu of the production of live testimony from a witness-representative of the Plaintiff. All parties are hereby advised that the certified copies of the Plaintiff's business records that will be relied on are available for inspection at the office of the undersigned attorney for the Plaintiff during normal business hours Monday through Friday. Please call the undersigned to schedule an appointment to inspect the Plaintiff's records.


RICHARD D. LONDON #2428

Richard D. London & Assoc., P.C.
8555 16th Street, Suite 720
Silver Spring, Maryland 20910
(301) 588-6900; Fax: (301) 587-3708
rlondonassoc@verizon.net
Attorneys for Plaintiff

NOTICE

THIS COMMUNICATION IS FROM AN ATTORNEY DEBT COLLECTOR
AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 21 day of April, 2014, a copy of the foregoing Notice of Intent to Rely on Business Records was mailed first class, postage prepaid to: Priscilla Ann Gray at 334 Bucknell Circle, La Plata, MD 20602 and to Jesse Lee Boddie at 5010 Woodford Lane, Upper Marlboro, MD 20772, defendants.


RICHARD D. LONDON

DISTRICT COURT OF MARYLAND FOR Charles County

City/County

Located at

Court Address

Case No. 1087-14

Regional Acceptance Corporation

Name

Priscilla Ann Gray

Name

Address

vs.

334 Bucknell Circle

Address

County

Waldorf, MD 20602

Plaintiff/Judgment Creditor

Defendant/Judgment Debtor

**SHOW CAUSE ORDER IN ACTION OF REPLEVIN
(WREP) (MD Rule 12-601)**

A Complaint, having been filed in this Court requesting immediate possession of the property described therein, it is, therefore,

ORDERED, that the Defendant is subpoenaed to appear in this Court on S/C 5-11-14 & T-F 6-11-14
at 8:45 o'clock A M., to show cause why the property should not be returned to Plaintiff,
provided that a copy of this Order and the Complaint attached hereto and made a part hereof be served on the Defendant
on or before May 7, 2014

4-7-14
Date

Return Date

Signature of Clerk

NOTICE TO DEFENDANT

You must appear at the time stated and present evidence on your behalf. If you fail to appear, the property claimed in the Complaint may be seized by the Sheriff.

To request a foreign language interpreter or reasonable accommodation under the Americans with Disabilities Act, please contact the Court immediately.

Possession and use of cell phones and other electronic devices may be limited or prohibited in designated areas of the court facility.

ORDER AND WRIT OF REPLEVIN

A hearing having been held, and the Court having determined:

☒ That the Plaintiff, with reasonable probability, is entitled to the property described as:
One (1) 2008 Ford Explorer, vehicle identification number 1FMEU63E385UA54221

☐ That a bond of \$_____ is to be given by the Plaintiff.
It is ORDERED that after the posting of the bond, the Sheriff of this County/Constable of this Court replevy the said property and deliver same to the Plaintiff.

☐ That the Plaintiff is not entitled to the property claimed. It is, therefore, ORDERED that the relief sought be denied.

Date

Judge



DISTRICT COURT OF MARYLAND FOR Charles County

LOCATED AT (COURT ADDRESS)

CASE NO.

CV

PARTIES

Plaintiff

Regional Acceptance Corporation
1351 East Bardin Road
Arlington, TX 76018

VS.

Defendant(s):

1. Priscilla Ann Gray
334 Bucknell Circle
Waldorf, MD 20602

Serve by:

- ☐ Certified Mail
☒ Private Process
☐ Constable
☒ Sheriff

2. Jessie Lee Boddie
5010 Woodford Lane
Upper Marlboro, MD 20772 (Prince George's Co.)

Serve by:

- ☐ Certified Mail
☒ Private Process
☐ Constable
☒ Sheriff

3.

Serve by:

- ☐ Certified Mail
☐ Private Process
☐ Constable
☐ Sheriff

4.

Serve by:

- ☐ Certified Mail
☐ Private Process
☐ Constable
☐ Sheriff

ATTORNEYS

For Plaintiff - Name, Address, Telephone Number & Code

Richard D. London #2428
Richard D. London & Associates, P.C.
8555 16th Street, Suite 720
Silver Spring, MD 20910
(301) 588-6900

COMPLAINT ☐ \$5,000 or under ☐ over \$5,000 ☒ over \$10,000Clerk: Please docket this case in an action of ☐ contract ☐ tort
☒ replevin ☐ detinue ☐ bad faith insurance claim

The particulars of this case are:

Please see attached

RECEIVED
2014 APR - 1 A 10:51
DISTRICT COURT OF MARYLAND
4-2 LA PLAINA

(See Continuation Sheet)

☐ Legal
☒ Contractual 19 %

The Plaintiff claims:

☒ \$ 13,359.48 plus interest of \$ from 11-21-2013 and

attorney's fees of \$ 2,003.92 plus court costs.

☒ Return of the property and damages of \$ 7,475.00 for its detention in an action of replevin.☒ Return of the property, or its value, plus damages of \$ 7,475.00 for its detention in action of detinue.☐ Other: and demands judgment for relief.

Signature of Plaintiff/Attorney/Attorney Code

Signer's Address: 8555 16th Street, Suite 720
Silver Spring, MD 20910

Signer's Telephone Number: (301) 588-6900

Signer's Facsimile Number, if any: (301) 587-3708

Signer's E-mail Address, if any: rlondonassoc@aol.com

MILITARY SERVICE AFFIDAVIT

☐ Defendant(s) is/are in the military service.
☒ No Defendant is in the military service. The facts supporting this statement are: see attached documents from Department of Defense Manpower Data Center's website.

Specific facts must be given for the Court to conclude that each Defendant who is a natural person is not in the military.

☐ I am unable to determine whether or not any Defendant is in military service.

I hereby declare or affirm under the penalties of perjury that the facts and matters set forth in the foregoing Affidavit are true and correct to the best of my knowledge, information, and belief.

Date

Signature of Affiant

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT

Attached hereto are the indicated documents which contain sufficient detail as to liability and damage to apprise the Defendant clearly of the claim against the Defendant, including the amount of any interest claimed.

☐ Properly authenticated copy of any note, security agreement upon which claim is based. ☐ Itemized statement of account ☐ Interest worksheet
☐ Vouchers ☐ Check ☐ Other written document ☒ Retail Installment Contract ☐ Verified itemized repair bill or estimate

I HEREBY CERTIFY: That I am the Plaintiff ☒ Collector Supervisor of the Plaintiff herein and am competent to testify to the matters stated in this complaint, which are made on my personal knowledge that there is justly due and owing by the Defendant to the Plaintiff the sum set forth in the Complaint.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am competent to testify to these matters.

Date

Signature of Affiant

NOTICE TO DEFENDANT

Before Trial

If you agree that you owe the Plaintiff the amount claimed, you may contact the Plaintiff (or Plaintiff's attorney) before the trial date to arrange payment. If you wish to contest the claim, you should notify the clerk's office by filing a Notice of Intent to Defend (located at the bottom of your summons). The case will be set for trial. If you wish to have your witnesses appear at trial, you should contact the clerk's office at least two weeks before the trial date to request subpoenas, and you should bring to court on the trial date any evidence you want the Court to consider. If you do nothing, a judgment could be entered against you.

If Judgment is Entered Against You (If You Lose)

IF YOU DISAGREE WITH THE COURT'S RULING, you may:

1. **APPEAL** to the Circuit Court, by filing a Notice of Appeal in the District Court within **30 days** after the entry of judgment. You will have to pay a filing fee (see Guide to Appeal Fees - DCA 109A), unless the Court determines that you are indigent. If the amount of the claim, not counting court costs, interest, and attorney's fees, is:
 - **more than \$5,000**, you will also have to order and pay for a transcript of the District Court trial record, by contacting the District Court clerk's office (see Transcripts & Recordings Brochure - DCA 27BR).
 - **\$5,000 or less**, you will have a new trial in the Circuit Court.

On your trial date you should bring with you any evidence that you want the Court to consider.

2. File a **MOTION FOR A NEW TRIAL** within **10 days** after the entry of judgment, stating your reasons clearly. If the Court denies your Motion, you may still file an appeal; if the Court grants your Motion, you must appear in the District Court for a new trial.
3. File a **MOTION TO ALTER OR AMEND THE JUDGMENT** within **10 days** after entry of judgment.
4. File a **MOTION TO REVISE OR VACATE THE JUDGMENT** within **30 days** after entry of judgment.

IF YOU DECIDE NOT TO APPEAL AND NOT TO FILE ONE OF THE ABOVE MOTIONS, you may contact the Plaintiff or Plaintiff's attorney to arrange to pay the amount owed. If you do not pay the amount owed, the Plaintiff or Plaintiff's attorney may initiate further proceedings to enforce the judgment, including:

1. **Interrogatories:** You must answer these written questions about your income and assets in writing under penalties of perjury.
2. **Oral Examination:** You must appear in court to testify in response to questions about your assets and income.
3. **Writ of Execution:** The Court may issue a writ requiring the sale or seizure of any of your possessions except, with some exceptions, property that is exempt from execution. The exemptions are explained in detail on the reverse side of the Writ of Execution form - DC/CV 40. Further, the Court could order you to pay additional expenses such as towing, moving, storage fees, advertising costs, and auctioneer's fees incurred in executing the writ.
4. **Garnishment of Property:** The Court may issue a writ ordering a bank or other agent to hold your assets until further court proceedings.
5. **Garnishment of Wages:** The Court may issue a writ ordering your employer to withhold a portion of your wages to pay your debt. The law provides certain exemptions from garnishment.

If you have any questions, you should consult an attorney. The clerk of the Court is not permitted to give you legal advice. More information can be found in court brochures located in the clerk's office or online at: http://www.mdcourts.gov/district/public_brochures.html.

NOTICE TO PLAINTIFF

1. If the Court enters a judgment for a sum certain, you have the right to file for a lien on real property.
2. If you disagree with the outcome of the case, you have the same post-trial rights as the Defendant does: you may file an Appeal, a Motion for New Trial, a Motion to Alter or Amend the Judgment or a Motion to Revise or Vacate the Judgment. See above for further information concerning these rights.

REGIONAL ACCEPTANCE CORPORATION v JESSIE LEE BODDIE & PRISCILLA ANN GRAY

COMPLAINT

Defendants, Jessie Lee Boddie and Priscilla Ann Gray, entered into a retail installment contract dated July 16, 2009, with Car Center, LLC of Waldorf, Maryland (the "Contract") for the purchase of a 2008 Ford Explorer automobile (the "Vehicle"). A copy of the Contract is attached hereto. At the time the Contract was executed, the parties anticipated and agreed that Plaintiff would finance the transaction and be the original creditor. Plaintiff is the current holder of the Contract. Defendant is in default of the Contract for failing to make the monthly payments due under the Contract since August 15, 2013, and for concealing the property and otherwise. In the contract, the parties agreed that Plaintiff was financing the transaction and Plaintiff is the assignee and holder of the Contract.

Count I

The Contract provides that Plaintiff is entitled to possession of the Vehicle upon default. Plaintiff has demanded the return of the Vehicle. Defendant has ignored demand from Plaintiff for return of the Vehicle. Defendant is unjustly detaining Plaintiff's collateral under the Contract to wit: One (1) 2008 Ford Explorer automobile with vehicle identification number 1FMEU63E385UA54221, which has an approximate value of \$7,475.00.

WHEREFORE, Plaintiff demands the return of the Vehicle or a judgment for its value, plus damages for its wrongful detention.

Count II

Plaintiff incorporates by reference the allegations contained in the introductory paragraph and in Count I. Plaintiff also requests a money judgment against the Defendant for breach of the Contract. As of November 21, 2013, the balance due under the Contract was \$13,359.48. The Contract provides for reasonable attorney's fees, which Plaintiff demands in the amount of \$2,003.92; plus interest from November 21, 2013, until paid; plus court costs including private process server fees.

WHEREFORE, Plaintiff demands a money judgment against the Defendant in the amount of \$13,359.48, plus interest from November 21, 2013 until paid; plus reasonable attorney's fees of in the amount of \$2,003.92; plus court costs, including private process server fees.

NOTICE

THIS COMMUNICATION IS FROM AN ATTORNEY DEBT COLLECTOR
AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.

IN THE DISTRICT COURT OF

COUNTY, MARYLAND

REGIONAL ACCEPTANCE CORPORATION
1351 East Bardin Road
Arlington, TX 76018

Plaintiff,

v.

Case No. _____

PRISCILLA ANN GRAY
334 Bucknell Circle
Waldorf, MD 20602

and

JESSIE LEE BODDIE
5010 Woodford Lane
Upper Marlboro, MD 20772

Defendant(s),

AFFIDAVIT

I, Patti Baskerville, being first duly sworn upon my oath, state as follows:

1. I am over twenty-one years of age. I have personal knowledge of and am competent to testify to the matters set forth in this Affidavit.
2. I am now, and have been at all relevant times, an employee and agent of Regional Acceptance Corporation.
3. On or about July 16, 2009, Defendants, Jessie Lee Boddie and Priscilla Ann Gray offered to purchase from a 2008 Ford Explorer, Vehicle Identification Number 1FMEU63E385UA54221 (the "Vehicle"), and Car Center, LLC agreed to sell to Defendants, Jessie Lee Boddie and Priscilla Ann Gray, the Vehicle, pursuant to the terms of a Retail Installment Sale Contract (the "Contract"). A copy of the Contract is attached as EXHIBIT A and incorporated by reference.
4. Regional Acceptance Corporation is authorized to receive payments and is lawfully entitled to possession of the Vehicle upon a customer's default.
5. On or about August 15, 2013, Defendants, Jessie Lee Boddie and Priscilla Ann Gray failed to make payment due to Regional Acceptance Corporation in breach of the Contract. Defendants' outstanding balance due and owing to Regional Acceptance Corporation is \$13,359.48, plus interest from November 21, 2013 with interest continuing to accrue at the contract rate of 19.00% thereafter.
6. Regional Acceptance Corporation is lawfully entitled to possession of the Vehicle.

7. Defendants have wrongfully detained the Vehicle and continues to fail and refuse to return rightful possession of it to Regional Acceptance Corporation, despite Regional Acceptance Corporation's demand for possession of the Vehicle.
8. The Vehicle has an estimated present value of \$7,475.00.
9. Regional Acceptance Corporation, according to the Contract, is entitled to recover from Defendants its reasonable attorney's fees incurred in obtaining possession of the Vehicle that Defendants have wrongfully detained.
10. Because the Vehicle is readily marketable, mobile, or easily damaged by misuse, Regional Acceptance Corporation is in danger of losing the Vehicle unless immediate possession of it is obtained or otherwise secured.
11. I have read and reviewed the document attached to Regional Acceptance Corporation's Petition as EXHIBIT A, and am satisfied that it is a true copy of the originals of such documents maintained in Regional Acceptance Corporation's files.
12. No defendants are in the military service per the document(s) from the Defense Department's Manpower Data Center's website.

REGIONAL ACCEPTANCE CORPORATION

By: 
PATTI BASKERVILLE

Title: COLLECTION SUPERVISOR

Date: 1-16-14

STATE OF Texas)
COUNTY OF Tarrant) ss.
)

On this 16th day of January, 2013, before me appeared Patti Baskerville, to me personally known, who being by me duly sworn, did state that he/she is the coll super of Regional Acceptance Corporation, and he/she acknowledges this instrument to be the free act and deed of the corporation, and that the statements made in this Affidavit are true to the best of his/her knowledge and belief.

IN WITNESS WHEREOF, I have set my hand and affixed my notarial seal the day and year last above written.



Tina Kiefer

Notary Public

My Commission Expires:

Z:\User Files\mcw\REGIONAL\RAC v Boddie & Gray-AFFIDAVIT TO CLIENT (RAC with SCRA).doc

LITIGATION REQUEST FORM

BRANCH: 0386

ACCOUNT NUMBER: 040051

Lead Adj: Sandra [redacted]

AMOUNT IN CONTROVERSY: \$26433.19

Supervisor: Patricia [redacted]ville

MAKER:

Name: Jessie Boddie

Address: 5010 Woodford Lane

Apt:

City: Upper Marlboro

State: MD 20772

Date of Birth: 08/27/54

Ph#: 301-296-675

Place of Employment:

Address: unknown

CO-MAKER:

Name: Priscilla Gray

Address: 334 Bucknell Circle

Apt:

City: Waldorf

State: MD 20602

Date of Birth: 10/27/53

Ph#: #202-276-6412

Place of Employment: Sheraton [redacted]

Address: 2950 Donnell Drive

City: Fort Belvoir, MD 29747

Ph#





Repossession Company Detail:

Name: [redacted]

PH#: 301-556-4016

Notes:Retail Installment Contract Date: 07/16/09Amount of Retail Installment Contract: \$ 20664.75Monthly Payment Amount: \$ 500.89Year/Make/Model: 2008 FORD EXPLORER-V6Vin ID: 1FMEU63E38UA54221Payoff Amount: \$ 20,664.75Amount Past Due: \$ 2779.81Days Delinquent: 98Date of Last Payment: 07/15/13Approximate Cash Rough Value: \$7475

USER ID: 1020616
OWN BR: 0236 REGIONAL ACCEPTANCE
BORROWER:
EODLE, JESSIE
5010 WOODFORD LANE
TEMPER, MO 65079
GRAY, BRISCOLLA

ACCOUNT INQUIRY
ACTIVE: 
NAME: 
PHONE: 
JOINT: 

LOAN DATE: 07/16/09 DUE: 15
CONTRACT: 32 27060000000
SERIAL: 32 21000000000

DATE	CD	REF	PRINC	ACCT	PAID	APLCHG	APPRIN	PDFA LG	CTA BAL	INT BAL	IC BAL	BALANCE
07/16/09	NR							0709 07				20418.16
08/15/09	PR	DLRCE	500.83		318.86			0809 06	187.05	0809 06		20236.11
09/15/09	PR	CCARD	500.89		326.53			0909 09	174.36	0909 09		20061.75
10/15/09	PR	CCARD	501.00		323.72			1009 10	177.23	1009 10		19884.47
11/15/09	PR	CCARD	501.00		320.86			1109 11	160.14	1109 11		19704.33
12/31/09	AL	ALCHG						1209 12		1209 12	50.07	19704.33
01/14/10	PR	CCARD	550.74		500.67	50.07		1209 12	324.63	0110 01		19704.33
01/22/10	PR	CCARD	500.89		176.26			0210 02	203.45	0210 02		19379.30
02/19/10	PR	CCARD	501.00		292.54			0210 02		0210 02		19121.24
03/31/10	AL	ALCHG						0310 03		0310 03	45.07	19171.24
04/26/10	PR	CCARD	550.00		504.93	45.07		0410 04	66.90	0410 04	13.98	19171.24
05/24/10	PR	CCARD	500.00		453.10			0510 05		0510 05	153.69	19171.24
07/01/10	AL	ALCHG						0610 06		0610 06	40.25	19104.34
07/12/10	PR	CCARD	537.88		487.27	40.25		0710 07	10.36	0710 07		19093.98
07/22/10	PR	CCARD	500.89		93.39			0710 07	401.56	0710 07		18692.48
08/31/10	AL	ALCHG						0810 08		0810 08	36.55	18692.48
09/08/10	PR	CCARD	1038.33		487.03	36.55		0910 09	534.75	0910 09	32.90	18148.16
10/31/10	AL	ALCHG						1010 10		1010 10	113.46	18148.16
11/12/10	PR	CCARD	500.89		500.89	32.90		1110 11		1110 11	29.61	18148.16
12/09/10	PR	CCARD						1210 12	3.37	1210 12	29.61	18148.16
12/22/10	PR	CCARD	530.50		491.52	29.61		1210 12		1210 12	26.64	18129.25
01/31/11	AL	ALCHG						0111 01		0111 01	23.98	17954.64
02/11/11	PR	CCARD	527.53		481.78	26.64		0211 02	19.11	0211 02	23.07	17661.87
03/03/11	AL	ALCHG						0311 03		0311 03	19.28	17661.87
03/16/11	PR	CCARD	510.00		311.41	23.98		0311 03	174.61	0311 03	17661.87	17661.87
04/11/11	AL	ALCHG						0411 04	272.77	0411 04	17661.87	17661.87
05/01/11	PR	CCARD	538.83		242.99	23.07		0511 05		0511 05	17661.87	17661.87
06/11/11	AL	ALCHG						0611 06		0611 06	17661.87	17661.87
06/11/11	PR	CCARD	160.00		140.72	15.26		0611 06		0611 06	17661.87	17661.87
07/31/11	AL	ALCHG						0711 07	39.41	0711 07	17661.87	17661.87
08/13/11	PR	CCARD	501.00		411.50	50.09		0811 08		0811 08	17661.87	17661.87
09/09/11	AL	ALCHG						0911 09	193.78	0911 09	17661.87	17661.87
10/31/11	PR	CCARD	501.00		257.13	50.09		1011 10		1011 10	17661.87	17661.87
11/28/11	AL	ALCHG						1111 11		1111 11	17661.87	17661.87
12/01/11	PR	CCARD	700.00		666.57	33.43		1211 12		1211 12	17661.87	17661.87
12/31/11	AL	ALCHG						1311 13		1311 13	17661.87	17661.87
01/13/12	PR	CCARD	900.00		736.32	63.61		0112 12		0112 12	17661.87	17661.87
01/31/12	AL	ALCHG						0211 01		0211 01	17661.87	17661.87
02/24/12	PR	CCARD	1000.00		398.96	33.70		0212 02		0212 02	17661.87	17661.87
03/31/12	AL	ALCHG						0312 03		0312 03	17661.87	17661.87
04/06/12	PR	CCARD	981.07		360.41	33.83		0412 04		0412 04	17661.87	17661.87

NOV-21-2013 19:07

From: 8175050893

SIMPLE FINANCE CHARGE

Dealer Number

Contract Number

JUL 28 2009

AUG 19 2009

Buyer Name and Address

(Including County and Zip Code)

JESSE LEE BODDIE
334 BUCKNELL CIRCLE
WALDORF MD 20602

Co-Buyer Name and Address

(Including County and Zip Code)

PRISCILLA ANN GRAY
334 BUCKNELL CIRCLE
WALDORF MD 20602

Credit-Writer (Name and Address)

CAP CENTER LLC
2320 CRAIN HWY
WALDORF MD 20601

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit by signing this contract. You choose to buy the vehicle on credit under the agreements on file with and back of this contract. You agree to pay the Credit-Writer (sometimes "you" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
USED	2008	FORD EXPLORER	1FHEU63E30UA54221	<input checked="" type="checkbox"/> Personal family or household <input type="checkbox"/> Business <input type="checkbox"/> Agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The extra 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 payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
14.00 %	\$12,640.58	\$30,418.10	\$33,058.74	\$30,058.74

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
66	\$500.00 Monthly Beginning	AUG 15TH 2009

Or As Follows:

Late Charge: If payment is not received in full within 15 days after it is due, you will pay a late charge of 12% of the part of the payment that is late, with a maximum charge of \$ 5.

Prepayment: If you pay off all your debt early, you will not have to pay a penalty. Security Interest: You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price

A. Cash Price of Motor Vehicle (including equipment, license, and taxes)

\$ 22204.86(A)

B. Dealer Processing Charge (not required by law)

\$ 99.00(B)

C. Freight Charge

\$ N/A (C)

D. Other

\$ N/A (D)

Is Your Title

E. Other

\$ N/A (E)

To Whom Paid

Total Cash Price

\$ 22303.86 (1)

2. Total Downpayment

Trade-In

(Make)

(Model)

Gross Trade-In Allowance

\$ N/A

Less Pay Off Made By Seller

\$ N/A

Equals Net Trade-In

\$ N/A

+ Cash

\$ 3000.00

+ Other

\$ N/A

(If total downpayment is negative, enter "0" and see 41 below)

\$ 3000.00 (2)

\$ 10303.86 (3)

3. Unpaid Balance of Cash Price (1 minus 2)

4. Other Charges Including Amounts Paid to Others on Your Behalf

(Seller may keep part or make adjustments)

A. Cost of Optional Credit Insurance Paid to Insurer

Company or Companies

(In)

N/A

\$ N/A

\$ N/A

\$ N/A

Insurance. You may buy the physical damage insurance this contract requires (and back) from anyone you choose who is acceptable to us. May you be required to buy any other insurance to obtain credit under this box indicating vendor's single interest requiring is checked below.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability (Buyer Only)

Premium

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name

Home Office Address

Credit life insurance and credit disability insurance are not required in cash sales. Your decision to buy or not to buy credit life insurance or credit disability insurance will be on a basis in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A. If you have a violation of Amount Financed Trade-In Allowance is based on your original payment schedule. This insurance may not pay off your debt on the contract if you miss 180 payments. Credit disability insurance will not pay off your debt if you miss 180 payments or in the event of a payment. Coverage for credit life insurance and credit disability insurance shown on the original due date for the last payment (which is different term for the insurance is shown above).

Other Optional Insurance

☐ Type of Insurance Term

Premium \$ N/A

Insurance Company Name

Home Office Address

☐ Type of Insurance Term

Premium \$ N/A

Insurance Company Name

Home Office Address

1. FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about those changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. Security interest. You give us a security interest in:
 - The vehicle and all parts or goods installed in it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.

- d. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers

- If you pay late, we may also take the steps described below.
- b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract. Default means:
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information on a credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. You may have to pay collection costs. If we hire an attorney to collect what you owe, you will pay the attorney's reasonable fee, as the law allows. You will also pay any court and collection costs we incur as the law allows.
- d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. We may repossess the vehicle with or without resort to judicial process. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for them back, we may dispose of them as the law allows.
- e. How you can get the vehicle back if we take it. If we repossess the vehicle, in many situations, the law gives you the right to pay to get it back. We will tell you what you have to do to get the vehicle back.
- f. We will sell the vehicle if you do not get it back. If you do not do what is required to get the vehicle back, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it as the law allows. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

The following paragraph does not affect any warranties

(voluntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

Security Interest.

You give us a security interest in:

- The vehicle and all parts or goods installed in it.
- All money or goods received (proceeds) for the vehicle.
- All insurance, maintenance, service, or other contracts we finance for you, and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge equal to the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. If a payment is not received in full within 15 days after it is due, you will pay a late charge of 10% of the part of the payment that is late, with a minimum charge of \$5. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

Before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it as the law allows. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

- a. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe of once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. It does not apply at all if you bought the vehicle primarily for personal, family, or household use.

Unless the seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

- 5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

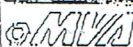
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

- 8. Applicable Law Federal law and Maryland law apply to this contract. This contract shall be subject to the Credit Granting Consumer and Credit Provisions (Subtitle 10) of Title 12 of the Commercial Law Article of the Maryland Code.

NOTICE TO BUYER(S) OF NEW VEHICLES: IF YOU ARE PURCHASING A NEW VEHICLE WHICH IS SUBJECT TO A MANUFACTURER'S EXPRESS WARRANTY AND THE VEHICLE DOES NOT CONFORM TO THAT WARRANTY DURING THE WARRANTY PERIOD, YOU MUST GIVE WRITTEN NOTICE OF THE NONCONFORMITY, DEFECT OR CONDITION TO THE MANUFACTURER OR FACTORY BRANCH DURING THE WARRANTY PERIOD BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, IN ORDER TO PRESERVE YOUR RIGHTS UNDER THE MARYLAND AUTOMOTIVE WARRANTY ENFORCEMENT ACT.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD 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.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.



MARYLAND NOTICE OF SECURITY INTEREST FILING

DO NOT ACCEPT THIS DOCUMENT SHOWING ANY FRASURES, ALTERATIONS OR VOIDS.

THIS IS NOT A TITLE

VEHICLE IDENTIFICATION NO. IFNEU6JE38UA54-221 YEAR 08 MAKE FORD BODY STYLE 4DR SEDAN CLASS SEDAN ODOMETER 60000 BRAND TITLE NUMBER 10363370
 EXCEPT GR VEH WT GR COMB WT FEE (TAGS) INSPECTION DATE DATE ISSUED
 N/A 3700 00N7A 376.50 02/07/09 04/17/09
 OWNER'S INDEX/DRIVER LICENSE NO. CO-OWNER'S INDEX/DRIVER LICENSE NO.
 0000000000 0000000000

NAME(S) AND ADDRESS OF REGISTERED OWNER(S)

JESSE LEE BODDIE
 PRISCILLA ANN GRAY
 334 BUCKNELL CIRCLE
 WALDORF MD 20602

ODOMETER CODES

A. Actual Mileage
 B. Exceeds Mechanical Limits
 C. Not Actual Mileage

A0938395

THIS IS TO CERTIFY THAT A SECURITY INTEREST HAS BEEN DULY FILED WITH THE MOTOR VEHICLE ADMINISTRATION IN THE NAME OF THE SECURED PARTY BELOW ON THE VEHICLE DESCRIBED.

TERMINATION STATEMENT

I, THE UNDERSIGNED, DO HEREBY RELEASE ALL RIGHTS AND INTERESTS IN THE VEHICLE DESCRIBED ABOVE

SIGNATURE OF SECURED PARTY

OFFICIAL CAPACITY

DATE OF RELEASE

NAME AND ADDRESS OF SECURED PARTIES

REGIONAL ACCEPTANCE
 1424 EAST FIRE TOWER RD
 GREENVILLE NC 27858

OFFICIALLY ISSUED ON THE DATE SET FORTH

ADMINISTRATOR OF MOTOR VEHICLES

VR-002 (03/00)

IN THE DISTRICT COURT OF MARYLAND FOR CHARLES COUNTY

REGIONAL ACCEPTANCE CORPORATION,

Plaintiff

v.

Case No:

Show Cause Hearing Date:

JESSE LEE BODDIE, *et al.*,

Defendants

NOTICE OF INTENT TO RELY ON BUSINESS RECORD

Notice is hereby given to all parties that, at any and all hearings or the trial of this matter, the above captioned Plaintiff intends to rely on certified copies of Plaintiff's business records in lieu of the production of live testimony from a witness-representative of the Plaintiff. All parties are hereby advised that the certified copies of the Plaintiff's business records that will be relied on are available for inspection at the office of the undersigned attorney for the Plaintiff during normal business hours Monday through Friday. Please call the undersigned to schedule an appointment to inspect the Plaintiff's records.



RICHARD D. LONDON #2428
Richard D. London & Assoc., P.C.
8555 16th Street, Suite 720
Silver Spring, Maryland 20910
(301) 588-6900; Fax: (301) 587-3708
rlondonassoc@verizon.net
Attorneys for Plaintiff

NOTICE

THIS COMMUNICATION IS FROM AN ATTORNEY DEBT COLLECTOR
AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.

IN THE DISTRICT COURT OF MARYLAND FOR CHARLES COUNTY

REGIONAL ACCEPTANCE CORPORATION,
Plaintiff

v.

PRISCILLA ANN GRAY, *et al.*,

Defendants

Case No. 0402-0001087-2014

Show Cause: May 14, 2014

Trial Date: June 11, 2014

INTERROGATORIES TO DEFENDANT

TO: PRISCILLA ANN GRAY, Defendant

FROM: REGIONAL ACCEPTANCE CORPORATION, Plaintiff
c/o RICHARD D. LONDON
Richard D. London & Associates, P.C.
8555 16th Street, Suite 720
Silver Spring, MD 20910-3403

INSTRUCTIONS

Pursuant to Maryland Rule 3-421, you are hereby requested to answer the interrogatories set forth herein within fifteen (15) days.

(a) In accordance with Rule 3-421, your response shall set forth the interrogatory and its answer. Each interrogatory shall be answered separately and fully, in writing, or shall state fully the grounds for refusal to answer any interrogatory.

(b) Pursuant to Rule 3-421, your answers shall include all information available to you directly or through your agents, representatives or attorneys.

(c) Pursuant to Rule 3-401, these interrogatories are continuing in character, so as to require you to promptly amend or supplement your answers, if you obtain further or different information.

(d) If in answering these interrogatories, you encounter any ambiguities construing a question, instruction or definition, set forth the matter deemed ambiguous and the construction used in answering.

(e) Where knowledge or information in your possession is requested, such request includes knowledge of your agents, servants, representatives and, unless privileged, your attorneys. When an answer is made by a corporate party, state the name, address and title of the person supplying the information and making the affidavit.

(f) Your answers to these interrogatories must be signed under oath.

(g) Unless your answers are served on Plaintiff's counsel within fifteen (15) days after service of the interrogatories, you may be subject to sanctions by the court. Additionally, at the time you send your answers to these interrogatories to the Plaintiff's counsel, you must file a notice with the court, pursuant to Rule 3-401, stating that you have served your answers to the interrogatories upon Plaintiff's counsel, the date and manner that you served your answers to the interrogatories, and the name of the party or person served with your answers to interrogatories. You are also obligated to retain the original of your answers to interrogatories and make it available for inspection by any other party.

(h) Please reproduce each interrogatory in your answer, numbering and collating your response to the appropriate category. If an answer is identical in all parts to a previous response, reference to the specific prior response will be sufficient.

(i) If in connection with your answer to any interrogatory, you contend that certain information is privileged, the response to that particular inquiry shall specify the general subject matter of the information and the reason(s) for the claim of privilege.

(j) Unless otherwise specified, the interrogatories and discovery sought relate to the period of time relevant to the allegations, incidents, and claims set forth in the pleadings.

DEFINITIONS

For purposes of these interrogatories, the following definitions and instructions apply:

A. The term "you" or "your" refers to PRISCILLA ANN GRAY and/or JESSE LEE BODDIE and your agents, employees or representatives.

B. Document includes electronically stored information and any writing, drawing, graph, chart, photograph, sound recording, image, and other data or data compilation stored in any medium from which information can be obtained, translated, if necessary, through detection devices into reasonably usable form. (Standard General Definition (a).)

C. Identify, identity and identification mean, (1) when used in reference to a natural person means that person's full name, last known address, home and business telephone numbers, and present occupation or business affiliation; (2) when used in reference to a person other than a natural person, means that person's full name, a description of the nature of the person (that is, whether it is a corporation, partnership, etc. under the definition of person below), and the person's last known address, telephone number, and principal place of business; (3) when used in reference to any person after the person has been properly identified previously means the person's name; and (4) when used in reference to a document, requires you to state the date, the author (or, if different, the signer or signers), the addressee, the identity of the present custodian of the document, and the type of document (e.g., letter, memorandum, telegram, or chart) or to attach an accurate copy of the document to your answer, appropriately labeled to correspond to the interrogatory, (Standard General Definition(b).)

D. Identify, identity and identification a communication means: the type of communication (oral statement, telephone conversation, *etc.*); the date it was made; the identity of the person(s) making it; the identity of the recipient(s); the identity of any witness(es); and the substance of the subject matter.

E. Person includes an individual, general or limited partnership, joint stock company, unincorporated association or society, municipal or other liability company, the State, an agency or political subdivision of the State, a court, and any other governmental entity. (Standard General Definition (c).)

INTERROGATORIES

1. If you intend to rely upon any documents, electronically stored information, or tangible things to support a position that you have taken or intend to take in the action, including any claim for damages, provide a brief description, by category and location, of all such documents, electronically stored information, and tangible things, and identify all persons having possession, custody, or control of them. (Standard General Interrogatory No. 3.) If you prefer, you may attach copies of all such documents to your answers to these interrogatories in lieu of describing each such document.

2. If you are relying on an oral statement or utterance for all or any part of your defense in this action, please describe in detail each such oral statement or utterance, include the identity of each person with relevant knowledge and state the dates of each oral statement or utterance.

3. Identify each person, other than a person intended to be called as an expert witness at trial, having discoverable information that tends to support a position that you have taken or intend to take in this action, including any claim for damages, and state the subject matter of the information possessed by each such person. (Standard General Interrogatory No. 1.)

4. If it is your contention that you are not indebted to the Plaintiff as alleged in the Complaint or if you contend that you owe the Plaintiff only part of the amount claimed in the Complaint, state the amount you claim is due and state the factual basis for your contention.

5. Identify all persons who currently have custody, possession, control or use of the vehicle at issue in this case, and describe all location(s) where the vehicle is usually stored, garaged or kept during daytime and evening hours.

6. If you contend that the Plaintiff is not entitled to immediate possession of the vehicle at issue in this case, describe the factual basis for your contention in full detail.

7. State the current fair market value of the vehicle at issue in this case, and explain the basis for the value given.

8. State the factual basis for each and every defense you have to the claims set forth in the pleadings.

9. Itemize all payments made or tendered for the debt and/or contract at issue in this case by supplying the date, amount and form of each payment made. If any payment was made by check, also state the date the check cleared or was paid by the financial institution or bank that it was drawn on. Attach copies of all checks, receipts and/or other such proof of payment to your answers to these interrogatories.

10. If you have a claim for setoff, recoupment or the like in this case, please describe in detail the factual basis for any such claim, itemize your damages related thereto and describe, or attach to your answers to these interrogatories, all documents that support your claim, and your damages.

11. If you contend that the Plaintiff did not perform all the obligations and duties it had under the contract or agreement at issue in this case, or under any statute or law, please describe the factual basis for this contention in full detail. If your contention is based on or supported by any documents, describe, or in lieu thereof attach to your answers to these interrogatories, all documents related to or supporting any such contention.

12. If you contend that another person(s) or entity is responsible in whole or in part for the Plaintiff's claim or damages, then identify that person(s) or entity, and give a detailed statement of the facts upon which you rely for your contention.

13. If your residence and/or mailing addresses have changed since entering into the contract or agreement at issue in this case, please identify each such address, the time frame for each such address, and the date and method you advised the Plaintiff of each such address.

14. Identify each person whom you expect to call as an expert witness at trial, state the subject matter on which the expert is expected to testify, state the substance of the findings and opinions to which the expert is expected to testify and a summary of the grounds for each opinion, and, with respect to an expert whose findings and opinions were acquired in anticipation of litigation or for trial, summarize the qualifications of the expert, state the terms of the expert's compensation, and attach to your answers any available list of publications written by the expert and any written report made by the expert concerning the expert's findings and opinions. (Standard General Interrogatory No. 2.)

15. State each and every date you communicated with the Plaintiff or the Plaintiff's agents, employees, or representatives in writing or orally, regarding matters relevant to the issues addressed in the pleadings or your defense, and for each such communication, identify the person with whom you communicated, describe the substance of the communication and identify all witnesses to the communication. If any communication was in writing, you may attach copies of all such communications to your answers to these interrogatories in lieu of describing such documents.



RICHARD D. LONDON #2428
Richard D. London & Associates, P.C.
8555 16th Street, Suite 720
Silver Spring, Maryland 20910
Phone (301) 588-6900 Fax (301) 587-3708
E-mail rlondonassoc@aol.com
Attorney for Plaintiff

NOTICE

**THIS COMMUNICATION IS FROM AN ATTORNEY DEBT COLLECTOR AND IS AN
ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE
USED FOR THAT PURPOSE.**

IN THE DISTRICT COURT OF MARYLAND FOR CHARLES COUNTY

REGIONAL ACCEPTANCE CORPORATION,
Plaintiff

v.

PRISCILLA ANN GRAY, *et al.*,

Defendants

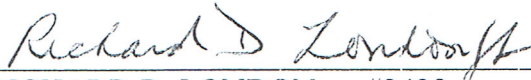
Case No. 0402-0001087-2014

Show Cause: May 14, 2014

Trial Date: June 11, 2014

DISCOVERY CERTIFICATE FOR INTERROGATORIES TO DEFENDANT

I hereby certify that on the 13th of May, 2014, I served on all counsel and *pro se* parties hereto Interrogatories to Defendant and Discovery Certificate for Interrogatories to Defendant. I will retain the original of the Interrogatories to Defendant in my possession, without alteration, until the case is concluded in this Court, the time for noting an appeal has expired and any appeal noted has been decided.



RICHARD D. LONDON #2428
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8555 16th Street, Suite 720
Silver Spring, Maryland 20910
Phone (301) 588-6900 Fax (301) 587-3708
E-mail rlondonassoc@aol.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 13th day of May, 2014, copies of the Interrogatories to Defendant and the Discovery Certificate for Interrogatories to Defendant were mailed first class, postage prepaid to Priscilla Ann Gray at 334 Bucknell Circle, Waldorf, MD 20602, defendant.



RICHARD D. LONDON

NOTICE

**THIS COMMUNICATION IS FROM AN ATTORNEY DEBT COLLECTOR AND IS AN
ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE
USED FOR THAT PURPOSE.**