

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

INDEX #

RECEIVED NYSCEF: 01/03/2024  
SUMMONS

WESTLAKE SERVICES, LLC,  
DBA WESTLAKE FINANCIAL  
SERVICES

Plaintiff,

PLAINTIFF'S ADDRESS  
4751 WILSHIRE BLVD  
LOS ANGELES CA 90010

-against-

ANA A CALDERON

DEFENDANT'S ADDRESSES  
178 WARBURTON AVE

Defendant(s). YONKERS NY 10701-2517

CONSUMER CREDIT TRANSACTION

THE BASIS OF THE VENUE IS:

A DEFENDANT RESIDES IN THE COUNTY OF WESTCHESTER

THE TRANSACTION TOOK PLACE IN THE COUNTY OF WESTCHESTER

TO THE ABOVE NAMED DEFENDANT(S): ANA A CALDERON

YOU ARE HEREBY SUMMONED TO ANSWER THE COMPLAINT IN THIS ACTION AND TO SERVE A COPY OF YOUR ANSWER ON THE PLAINTIFF'S ATTORNEY(S) WITHIN 20 DAYS AFTER THE SERVICE OF THIS SUMMONS, EXCLUSIVE OF THE DAY OF SERVICE (OR WITHIN 30 DAYS AFTER THE SERVICE IS COMPLETE IF THIS SUMMONS IS NOT PERSONALLY DELIVERED TO YOU WITHIN THE STATE OF NEW YORK).

UPON YOUR FAILURE TO ANSWER, JUDGMENT WILL BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT, TOGETHER WITH THE DISBURSEMENTS OF THIS ACTION.

DATED THE 7 DAY OF DECEMBER , 2023

FILE NO.  
DSRC1068369

FORSTER & GARBUS LLP  
ATTORNEY(S) FOR PLAINTIFF  
2950 EXPRESS DR S, SUITE 100  
ISLANDIA, NY 11749  
(631) 393-9400

NOTE: THE LAW PROVIDES THAT:

(A) IF THIS SUMMONS IS SERVED BY ITS DELIVERY TO YOU PERSONALLY WITHIN THE COUNTY OF WESTCHESTER YOU MUST APPEAR AND ANSWER WITHIN 20 DAYS AFTER SUCH SERVICE: OR

(B) IF THIS SUMMONS IS SERVED BY DELIVERY TO ANY PERSON OTHER THAN YOU PERSONALLY, OR IS SERVED OUTSIDE THE COUNTY OF WESTCHESTER , OR BY PUBLICATION, OR BY ANY MEANS OTHER THAN PERSONAL DELIVERY TO YOU WITHIN THE COUNTY OF WESTCHESTER YOU ARE ALLOWED 30 DAYS AFTER SERVICE IS COMPLETE WITHIN WHICH TO APPEAR AND ANSWER.



SUPREME COURT OF THE STATE OF NEW YORK  
 COUNTY OF WESTCHESTER

RECEIVED NYSCEF: 01/03/2024

WESTLAKE SERVICES, LLC,  
 DBA WESTLAKE FINANCIAL  
 SERVICES

COMPLAINT

Plaintiff,

- AGAINST -

ANA A CALDERON

Defendant(s).

PLAINTIFF, BY ITS ATTORNEY(S), COMPLAINING OF THE DEFENDANT(S), UPON  
 INFORMATION AND BELIEF, ALLEGE:

1. THAT THE DEFENDANT(S) RESIDES IN THE COUNTY IN WHICH THIS ACTION IS BROUGHT; OR THAT THE DEFENDANT(S) TRANSACTED BUSINESS WITHIN THE COUNTY IN WHICH THIS ACTION IS BROUGHT IN PERSON OR THROUGH HIS/HER AGENT AND THAT THE INSTANT CAUSE OF ACTION AROSE OUT OF SAID TRANSACTION.
2. DEFENDANT(S), FOR VALUE, ENTERED A WRITTEN RETAIL INSTALLMENT CONTRACT FOR THE PURCHASE OF A VEHICLE. THE RETAIL INSTALLMENT CONTRACT HAS BEEN ASSIGNED TO THE PLAINTIFF.
3. DEFENDANT(S) FAILED TO MAKE THE MONTHLY PAYMENTS AND ALL SUMS DUE HAVE BEEN DECLARED DUE AND OWING.
4. THERE REMAINS AN AGREED BALANCE ON SAID ACCOUNT OF \$ 17,448.16 DUE AND UNPAID ALTHOUGH DULY DEMANDED.
5. DEFENDANT(S) IS IN DEFAULT AND DEMAND FOR PAYMENT HAS BEEN MADE.
6. A COPY OF THE CONTRACT OR OTHER WRITTEN INSTRUMENT OR CHARGE OFF STATEMENT UPON WHICH THIS ACTION IS BASED IS ATTACHED HERETO.
7. INTEREST IS AT THE CONTRACT RATE OF: 9.00%.
8. THE NAME OF THE ORIGINAL CREDITOR IS: WESTLAKE SERVICES, LLC,  
 DBA WESTLAKE FINANCIAL  
 SERVICES

THE ACCOUNT NUMBER ENDS 6007

THE DATE OF LAST PAYMENT WAS ON OR ABOUT 06/04/2022


THE AMOUNT OF LAST PAYMENT WAS \$ 300.00

9. THE BALANCE DUE IS ITEMIZED AS FOLLOWS:
  - i) Principal \$ SEE ATTACHED
  - ii) Finance charge(S) \$0.00
  - iii) Fees imposed by the original lender \$0.00
  - iv) Collection costs \$0.00
  - v) Attorney's fees \$0.00
  - vi) Interest \$ SEE ATTACHED
  - vii) Other fees and charges \$ SEE ATTACHED

2ND CAUSE OF ACTION: PLAINTIFF STATED AN ACCOUNT(S) TO DEFENDANT(S) ON OR ABOUT 09/30/2022 WHICH WAS HELD BY DEFENDANT(S) WITHOUT OBJECTION.

THERE IS NOW DUE PLAINTIFF FROM DEFENDANT(S) THE AMOUNT SET FORTH IN THE COMPLAINT, NO PART OF WHICH HAS BEEN PAID, ALTHOUGH DULY DEMANDED.

WHEREFORE, PLAINTIFF DEMANDS JUDGMENT AGAINST THE DEFENDANT(S) FOR THE SUM OF \$ 17,448.16 TOGETHER WITH INTEREST AND THE COSTS AND DISBURSEMENTS OF THIS



Tess E Gunther Michael Florio

WE ARE DEBT COLLECTORS; ANY INFORMATION OBTAINED WILL BE USED IN ATTEMPTING TO COLLECT THIS DEBT.

FORSTER & GARBUS LLP  
ATTORNEY(S) FOR PLAINTIFF  
2950 EXPRESS DR S, SUITE 100  
ISLANDIA, NY 11749

DATED: THE 7 DAY OF DECEMBER , 2023

PURSUANT TO PART 130-1.1-a OF THE RULES OF THE CHIEF ADMINISTRATOR THIS SIGNATURE APPLIES TO THE ATTACHED SUMMONS AND COMPLAINT

NY-103-ARB 10/10/2015

# RETAIL INSTALMENT CONTRACT

<b>Seller Name and Address</b> Spartan Auto Group LLC 4070 Boston Rd Bronx, NY 10475	<b>Buyer(s) Name(s) and Address(es)</b> ANA A CALDERON 3530 DECATUR AV 5K BRONX, NY 10467	<b>Summary</b> No. <u>App# 59561711 - V# 3</u> Date <u>8/7/2020</u>
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Business, commercial or agricultural purpose Contract.

### Truth-In-Lending Disclosure

<b>Annual Percentage Rate</b> The cost of your credit as a yearly rate.  16.19 %	<b>Finance Charge</b> The dollar amount the credit will cost you.  \$ 10327.10	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.  \$ 17915.62	<b>Total of Payments</b> The amount you will have paid when you have made all scheduled payments.  \$ 28242.72	<b>Total Sale Price</b> The total cost of your purchase on credit, including your down payment of  \$ 15000.00 \$ 43242.72
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**Payment Schedule.** Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
72	\$ 392.26	Monthly, Beginning 09/17/20

**Security.** You are giving us a security interest in the Property purchased.

**Late Charge.** If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of 5% of the unpaid amount of the payment due.

**Prepayment.** If you pay off this Contract early, you will not have to pay a penalty.

**Contract Provisions.** You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

### Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2017	Jeep	Grand Cherokee	SUV	[REDACTED] 0660	33185
<input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo					

### Description of Trade-In

### Conditional Delivery

**Conditional Delivery.** If checked, you agree that the following agreement regarding securing financing ("Agreement") applies: \_\_\_\_\_

\_\_\_\_\_ . The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

### Sales Agreement

**Payment.** You promise to pay us the principal amount of \$ 17915.62 plus credit service charges accruing on the unpaid balance at the rate of 16.19 % per year from the date of this Contract until maturity. After maturity, or after you default and we demand payment, we will charge credit service charges on the unpaid balance at 16.19 % per year. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the *Truth-In-Lending Disclosure*. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

**Down Payment.** You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the *Itemization of Amount Financed*.

You agree to make deferred down payments as set forth in your Payment Schedule.

Itemization of Amount Financed

Table with 2 columns: Description (a-z) and Amount. Includes items like Price of Vehicle, Cash Price, Down Payment, and Amount Financed.

Insurance Disclosures

Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision.

Credit Life. Single, Joint, None. Premium \$ N/A. Insured

Credit Disability. Single, Joint, None. Premium \$ N/A. Insured

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

Signature lines for 'By:' with 'DOB' fields. Includes large watermark 'Copy of original'.

Property Insurance. You must insure the Property. You may purchase or provide the insurance through any insurance company reasonably acceptable to us.

This premium is calculated as follows: Deductible, Collision Cov. \$ N/A; Deductible, Comprehensive \$ N/A; Fire-Theft and Combined Additional Cov. \$ N/A.

Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated.

Single-Interest Insurance. You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us.

[This area intentionally left blank.]

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