4 COURT PACKET 4: TONEY WANTS TO MAKE A DEAL

Toney (or someone for him) offers **money or a deal**.

Case	Rasha Jaafar & Nedhal Thwaini v. Antonio Spencer **Case number: CI 26-13193**
Day and time	**Wednesday, November 18, 2026, 8:30 AM** · Arrive by **8:00 AM**
Place	Lancaster County Court, 575 S 10th St · **2nd floor, Courtroom 21**

Nothing in the hallway. No money until it is written and signed.

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1 READ THIS FIRST

The owners decide. The judge only approves.

5 golden rules

1. Listen, but agree to nothing in the hallway.
Say: "We will listen. Any deal must be **in writing**, in front of the judge."

2. Take no money until the deal is written and signed.

3. Decide your lowest deal before Wednesday (Sections 2 and 3). Not in the hallway.

4. Both owners must agree and sign. Rasha cannot agree for Nedhal. Hajer cannot agree or sign for anyone.

5. Feel rushed? Say "We need a few minutes," and step away.

IF NEDHAL IS NOT THERE Rasha **cannot** sign for her.
Before Wednesday: Nedhal fills in Section 3 with Rasha. She keeps her **phone on** Wednesday morning.
In court, say: "I cannot agree for my co-owner. May we have a short delay? Or may she join by phone?" The judge decides.

Switch packets if:

IF THIS HAPPENS	DO THIS
Talks stop working	"Then we will let the judge decide." Use **Packet 2**.
Toney does not come after all	Use **Packet 1**.

2 MONEY WORKSHEET

Fill in with Rasha and Nedhal BEFORE Wednesday

What	In our court papers now?	Amount
October rent	Yes	**$1,900.00**
Late fees, Oct 6 to Nov 3	Yes	**$725.00**
Rent for days after Oct 31 $63.33 a day × _____ days	Yes	**$**_____
Junk removal	No	**$950.00**
Window repair	No	**$**_____
Washer, dryer, fridge	No	**$**_____
Cleaning (if we ask for it)	No	**$800.00**
Gas or water we paid for his time	No	**$**_____
TOTAL		**$**_____
Minus the deposit we hold		**– $1,600.00**
WHAT HE STILL OWES		**$**_____

WITH WHAT WE KNOW NOW Rent + late fees + junk removal = **$3,575**. Minus the $1,600 deposit = **$1,975**. With cleaning too: **$2,775**.

3 OUR LOWEST DEAL

Rasha and Nedhal decide together BEFORE Wednesday

Question	Our answer
Lowest **one-time payment** we would take, and the latest day	$_____ by _____
Lowest **monthly plan** we would take	$_____ a month for ___ months, first payment by _____
Do we use the **$1,600 deposit** toward what he owes?	YES / NO
Would we **drop the late fees** or the **appliances** to make a deal?	
Would we give up the **windows, junk and appliance** claims as part of the deal? (Only AFTER he pays everything.)	YES / NO
Do we need all **keys, remotes** and his **new address**?	YES / NO

SOMETHING TO THINK ABOUT **A court judgment can be slow to collect. It may never be paid.**
A smaller amount paid soon can be worth more. It must be written and approved by the judge.
This is a choice, not a rule. The owners decide.

Rasha signs: _____ Nedhal signs: _____

4 WHAT A SAFE DEAL MUST SAY

In writing. Check each one.

- ☐ **Who** agrees: Antonio Spencer, Rasha Jaafar, Nedhal Thwaini. Each signs and dates.
- ☐ **How much**, and what it covers (rent, late fees, damages). Is the $1,600 deposit used?
- ☐ **How and when** he pays. Money order or certified check, not cash. A receipt every time.
- ☐ **If he misses a payment**, the owners can ask the court for judgment for what is left.
- ☐ **Keys, remotes**, and his **new address**.
- ☐ **Things he left behind**: what happens to them, and the last day to get them.
- ☐ **What each side gives up**, and when. The owners give up claims only after he pays everything.
- ☐ **Court costs**: who pays.
- ☐ **A copy for everyone.** Ask the judge to approve it.

Avoid

NO A handshake or spoken deal. **NO** Cash with no receipt. **NO** Taking money first, writing later.

NO Giving up the windows, junk or appliance claims before you are paid.
NO Closing the case before you are paid in full.

NO Signing Toney's paper without reading every line. **NO** Anyone signing something they do not fully understand. Ask for the interpreter first.

5 WHAT TO SAY

Short and calm. Each owner speaks for herself.

IF: Toney, Amber or Joyce comes up to you before court
YOU SAY: "We will listen. Any deal must be in writing, in front of the judge."

IF: He offers a smaller amount
YOU SAY: "We will talk it over." Step away. Look at Section 3.

IF: He holds out cash or a payment
YOU SAY: "No money until the deal is written and signed."

IF: "Just forget it" or "Let's call it even"
YOU SAY: "No. We need it in writing."

IF: He offers a monthly plan
YOU SAY: "First payment by _____. If you miss a payment, we ask for judgment for the rest."

IF: He wants you to drop everything (going in, appliances)
YOU SAY: "We drop claims only after you pay in full. We will talk it over."

IF: You feel rushed
YOU SAY: "We need a few minutes." Never decide in a rush.

IF: You need Nedhal's OK
YOU SAY: "I have to talk to my co-owner first."

6 IN THE COURTROOM

What to say, and what the judge may ask

WHEN THE CASE IS CALLED "Your Honor, we may have a deal. May we have a **few minutes** to write it down?"

Judge says yes? Go to the hallway. Use the deal sheet (Section 7). Fill it in together. Everyone signs.

BACK IN FRONT OF THE JUDGE "Your Honor, we have a deal. Please **approve** it. Here it is." Give the signed sheet.

JUDGE ASKS: Do you understand the terms?
YOU SAY: "Yes, Your Honor." (Only if true.)

JUDGE ASKS: Is this your free choice? Did anyone pressure you?
YOU SAY: "Yes, it is my choice." (Only if true.)

JUDGE ASKS: What is the total, and how is it paid?
YOU SAY: Read it from the deal sheet: $_____

JUDGE ASKS: What if he misses a payment?
YOU SAY: "We ask that judgment be entered for what is left."

JUDGE ASKS: Does this cover rent, late fees, and damages?
YOU SAY: "It covers the rent and late fees. We keep our claims for _____."

JUDGE ASKS: Is the deposit included?
YOU SAY: "The $1,600 deposit is USED / NOT USED." (circle)

JUDGE ASKS: Close the case, or enter judgment?
YOU SAY: "Please enter judgment with the payment plan. We will report payments." Ask what is possible.

JUDGE ASKS: Has he paid anything already?
YOU SAY: How much, when, and that a receipt was given.

7 DEAL SHEET

Print 2. Not a legal form. Ask the clerk for the court form.

Case: Jaafar & Thwaini v. Spencer, CI 26-13193 **Date:** _____

Term	Agreed
Total Toney will pay	$
What it covers	Rent / late fees / damages / other:
The $1,600 deposit	Used / not used
Payment 1	$ by
Payment 2	$ by
Payment 3	$ by
How paid (receipt given every time)	Money order / certified check / other:
Where payments go	
If a payment is missed	Owners may ask the court for judgment for what is left
Keys and remotes returned on	
Toney's new address and phone	
Things left behind	
Court costs paid by	
Claims given up, and when (only after full payment)	

Toney Spencer: _____ Date: _____

Rasha Jaafar: _____ Date: _____

Nedhal Thwaini: _____ Date: _____

If needed: the terms were read to Nedhal Thwaini in Arabic by _____ before she signed.

8 IF SOMETHING GOES WRONG

Find the problem. Do what it says.

IF THIS HAPPENS	DO OR SAY THIS
Talks stop working	"Then we will let the judge decide." Use **Packet 2**.
He wants a "paid in full" receipt	Not paid in full? **Do not sign.** Say: "We sign what the deal says."
He offers less than your lowest deal	"We cannot accept less than _____." Look at Section 3.
Only Rasha is there, and he wants a deal today	"I cannot agree for my co-owner." Ask the judge: short delay, or Nedhal by phone?
He wants to talk about going in or the appliances	"We leave that for the judge. Unless it is **in writing**."
"Trust me, I'll pay later"	"We need a **written plan**. And judgment if a payment is missed."
Someone does not understand the terms	**Stop.** Ask the judge for an interpreter and time. Do not sign.
The judge will not approve the deal	Ask what changes would make it OK. Write them down.

NOTE NOTES FOR HAJER (NOT FOR COURT)

Do not read these laws to the judge unless asked

Not checked yet (ask Legal Aid: 877-250-2016)

1. How a Lancaster judge approves a deal: on the record, by a written agreed order, or a court form.
2. Whether judgment can be entered with a payment plan, or the case must be closed.
3. Whether taking a deal payment before signing could hurt the case (the rule found is about accepting rent).
4. Whether a family member may negotiate for the owners. This packet treats it as the owners' own job.
5. Whether an absent owner (Nedhal) can agree by phone.
6. How giving up claims works if more damage is found later.

Laws behind this packet

76-1433	Accepting rent after knowing of a default can waive the right to end the lease.
25-2702	A non-lawyer cannot speak for another person in county court (secondary site).
76-1416	The security deposit and the itemized list.

This packet helps you prepare. It is not legal advice. Nobody who made it is a lawyer.