

02-395-CD
DAMMAR CREDIT GROUP, LLC et al -vs- ROBERT B. WILLIAMS et al

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA**

DANMAR CREDIT GROUP, LLC NO. 02-395-CD
assignee of BENEFICIAL FINANCE COMPANY IN CIVIL ACTION

-vs- *Plaintiff(s)*

ROBERT B. WILLIAMS AND HELEN
WILLIAMS, jointly and severally

PRAECIPE FOR DEFAULT JUDGMENT

Defendant(s)

CODE -
FILED ON BEHALF OF
PLAINTIFF

**COUNSEL OF RECORD
FOR THIS PARTY:**

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466
Fax (412) 682-3138

FILED

SEP 18 2003

William A. Shaw
Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA**

DANMAR CREDIT GROUP, LLC NO. 02-395-CD
assignee of BENEFICIAL FINANCE COMPANY IN CIVIL ACTION

-vs-

ROBERT B. WILLIAMS AND HELEN
WILLIAMS, jointly and severally

Defendant(s)

PRAECLPPE FOR DEFALCJL JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant (s) above-named in Default of an Answer, in the amount of \$2,966.36, computed as follows:

COUNT ONE

Amount named in Complaint \$2,549.98

Interest from February 19, 1998
to September 10, 2003 on \$1,574.98 1,391.38

Attorney Fees
TOTAL COUNT ONE \$2,966.36

COUNT TWO

Amount named in Complaint \$2,549.98

Interest from February 19, 1998
to September 10, 2003 on \$1,574.98 1.391.38

Attorney Fees
TOTAL COUNT TWO \$2,966.36
TOTAL BOTH COUNTS \$2,966.36

I certify that Notice of the intention to enter this Judgment was given pursuant to Pa. R.C.P. 237.1. A copy of said Notice is attached, and was mailed on August 27, 2003 by Regular mail, postage prepaid and, addressed as follows:

Defendant: Helen Williams
74 Patton Street
Clearfield, PA 16830

APPLE AND APPLE, P.C.

Dated: 9/16/03

By: 

Attorneys for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

DANMAR CREDIT GROUP, LLC
assignee of BENEFICIAL FINANCE COMPANY

NO. 02-395-CD
IN CIVIL ACTION

-vs-

Plaintiff(s)

ROBERT B. WILLIAMS AND HELEN
WILLIAMS, jointly and severally

Defendant(s)

Helen Williams
74 Patton Street
Clearfield, PA 16830

Date of Notice: August 27, 2003

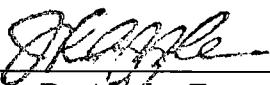
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield, Pennsylvania 16830
Telephone Number 814-765-2641 Ex 50-51

APPLE AND APPLE, P.C.

By:


James R. Apple, Esq.
Attorneys for Plaintiff(s)
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

DANMAR CREDIT GROUP, LLC **NO. 02-395-CD**
assignee of BENEFICIAL FINANCE COMPANY **IN CIVIL ACTION**

- 85 -

Plaintiff(s)

ROBERT B. WILLIAMS AND HELEN
WILLIAMS, jointly and severally



Defendant(s)

NOTICE OF JUDGMENT OR ORDER

TO: () Plaintiff (X) Defendant () Garnishee

You are hereby notified that the following Order or Judgment was entered against you on September 18, 2003.

() Assumpsit Judgment in the amount of \$2,966.36, plus costs.

() Trespass Judgment in the amount of \$ _____.

() If not satisfied within sixty (60) days, your motor vehicle operator's license and/or registration will be suspended by the Dept. of Transportation, Bureau of Traffic Safety, Harrisburg, PA.

(X) Entry of Judgment () Court Order
() Non-Pros
() Confession
() Default
() Verdict
() Arbitration Award
() Other

Defendant: Helen Williams
74 Patton Street
Clearfield, PA 16830

PROTHONOTARY

By:

Prothonotary (or Deputy)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Danmar Credit Group, LLC
Plaintiff(s)

No.: 2002-00395-CD



Real Debt: \$2,966.36

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Robert B. Williams
Helen Williams
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 18, 2003

Expires: September 18, 2008

Certified from the record this 18th day of September, 2003

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

Carfley, Peter	Members of Clearfield County Bar-2000	Dec. 9, 1999	11	470
Carfley, Peter	Member of Clearfield Co. Bar-2003	Dec. 9, 1999	11	474-B
Carfley, Peter	Members of Clearfield County Bar-2001	Dec. 9, 1999	11	472
Carfley, Peter	Member of Clearfield Co. Bar-2002	Dec. 9, 1999	11	474
Carl, Douglas L.	Douglas L. Carl, Absentee Ballot, 1992	Nov. 5, 1992	11	016
Carlini, David A.	Order, DJ Ireland assigned to preside over non-traffic hearings in matters of D. Carlini to be heard at DJ Rudella's office on 3/21/97 due to a conflict	Mar. 3, 1997	11	177
Catalano, Case, Catalano and Fannin	Petition and Order, Catalano, Case, Catalano and Fannin, CPA's appointed to audit the accounts of Sandy Twp for 1996	Nov. 26, 1996	11	236
Caterpillar 955 Loader	Petition and Order, Petition of Cleartru, granted authority to seize and take possession and impound the Caterpillar 955 Loader and retain until further notice	Dec. 7, 1989	11	406
Caviness, Harrison	Motion to Dismiss for Failure to Prosecute Harrison Caviness	Mar. 19, 1990	11	410

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

DANMAR CREDIT GROUP, LLC
assignee of BENEFICIAL FINANCE COMPANY

NO. 02-395-CO
IN CIVIL ACTION

-vs-

Plaintiff(s)

ROBERT B. WILLIAMS AND HELEN
WILLIAMS, jointly and severally

Defendant(s)

COMPLAINT

CODE -
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
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4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466
Fax (412) 682-3138

FILED
MAR 15 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

DANMAR CREDIT GROUP, LLC
assignee of BENEFICIAL FINANCE COMPANY

NO. 02-395-CD
IN CIVIL ACTION

-vs-

Plaintiff(s)

ROBERT B. WILLIAMS AND HELEN
WILLIAMS, jointly and severally

Defendant(s)

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 upon you, by entering a written appearance personally or by 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
One North Second Street
Clearfield, Pennsylvania 16830
Telephone Number 814-765-2641 Ex 50-51

COMPLAINT

1. Plaintiff is a corporation having offices at 3819 18th Street, Metairie, LA 70002, and, as the assignee of Beneficial Finance, stands in its assignor's stead, and both are hereinafter referred to interchangeably as "Plaintiff".

2. Defendants are individuals residing at RR 1 Box 79, Clearfield, Pennsylvania, and who are hereinafter referred to collectively as "*Defendant*."

COUNT ONE

3. Defendants applied for, and on May 16, 1996, were granted open ended credit account, Number 71172343601771, by Plaintiff's assignor.

4. Plaintiff avers that the said open ended credit account arose from a written agreement wherein Defendants agreed to pay the amounts charged to said account, together with interest. Said written agreement could not, after diligent search be located for attachment.

5. Defendants utilized said open ended credit account.

6. Thereafter, in breach of obligations under the Agreement, the Defendants failed to make payments as they became due.

7. All conditions precedent to Assignor's right to be paid under the term of the the contract have occurred.

8. Plaintiff avers that the balance of said account as of February 19, 1988, amounted to \$2,549.98.

9. Plaintiff avers that interest has accrued at the rate of 15.9% per annum on the balance due from February 19, 1998.

10. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and refused to pay the amount due Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendants, on Count One of this Complaint, jointly and severally, in the principal amount of \$2,549.98, with appropriate additional interest from February 19, 1998 and costs.

COUNT TWO

11. Plaintiff incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.

12. Plaintiff sets forth that between May 16, 1996 and February 19, 1998, Plaintiff's assignor, or Plaintiff sent, by ordinary mail directed to the Defendants, monthly statements of account which documented in full detail the amounts owing upon Defendants' account and all credits and debits thereto.

13. Plaintiff believes, therefore avers that the Defendants received said copies of the aforementioned monthly statements.

14. Plaintiff avers that the Defendants did not manifest any objection to Plaintiff, either by words or conduct, to the amounts, debits and credits as set forth in the aforesaid monthly statements.

15. Plaintiff believes, and therefore avers, that the Defendants have by their conduct manifested their acceptance of the validity and accuracy of the Plaintiff's monthly statements.

16. Plaintiff avers that the balance of said account as of February 19, 1988, amounted to \$2,549.98.

17. Plaintiff avers that interest has accrued at the rate of 15.9% per annum on the balance due from February 19, 1998.

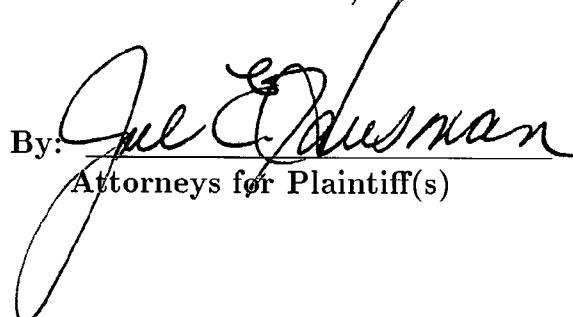
18. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and refused to pay the amount due Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendants, on Count Two of this Complaint, jointly and severally, in the principal amount of \$2,549.98, with appropriate additional interest from February 19, 1998 and costs.

WHEREFORE, Plaintiff demands Judgment against Defendants, on all counts of this Complaint, jointly and severally, in the principal amount of \$2,549.98, with appropriate additional interest from February 19, 1998 and costs.

APPLE AND APPLE, P.C.

By:


Attorneys for Plaintiff(s)

STATE OF Louisiana

PARISH of Jefferson

AFFIDAVIT IN SUPPORT OF COMPLAINT

I HEREBY CERTIFY THAT: I, Suzanne Middleton am the Controller of Danmar Credit Group, LLC the Plaintiff herein, and am competent to testify to the matters stated herein, which are made on my personal knowledge:

That there is justly due and owing by the Defendant (s) ROBERT B WILLIAMS and HELEN WILLIAMS, account number 71172343601771 to the Plaintiff the sum of \$2,549.98 with interest at 15.9% per annum from February 19, 1998 until paid in full.

That the action is based upon a retail credit card loan agreement and/or open line of credit executed by defendant with plaintiff's assignor, BENEFICIAL FINANCE Company wherein defendant agreed to pay all amounts charged to said account and that the plaintiff purchased this account from the assignor herein and was assigned all rights and obligations as set forth in the accompanying documents and statements.

That the Plaintiff has credited any payments received from the Defendant(s) on this account to the balance owed, and the amounts above stated reflect any payments made to date.

Plaintiff and/or its predecessor in interest stated an account to defendant by sending monthly statements to the defendant, thereby constituting a written account stated.

That the Plaintiff keeps regular books of account and that the keeping of said books of account is in the charge of/or under the supervision of the affiant. The entries in said books of account are made in the ordinary course of business.

To the best of my knowledge the Defendant is not now in the military service, as defined in the Soldier's and Sailor's Civil Relief Act of 1940 with amendments, nor has been in such service within thirty days hereof.

I do solemnly declare and affirm under the penalties of perjury that the matters set forth above are true and correct to the best of my knowledge.

Date: 2/28/02

Suzanne Middleton

Signature of Affiant

SUZANNE MIDDLETON

Printed Name of Affiant

I HEREBY CERTIFY that on 2/28/02, before me, the subscriber, a Notary Public in and for the Parish aforesaid, personally appeared the above-stated affiant, and made oath in due form of law.

Notary

No Expiration on Commission

VERIFICATION

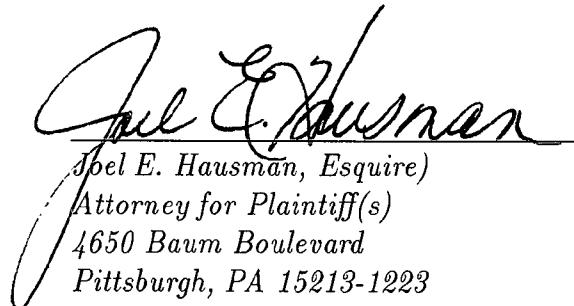
I Joel E. Hausman, Esquire, hereby verify that:

1. I am a counsel of record for the Plaintiff;
2. Plaintiff is located outside the jurisdiction of this Court and Verification by the Plaintiff or an authorized agent of Plaintiff cannot be obtained within the time allowed by law;
3. That the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief, based upon information received from the Plaintiff and contained in Plaintiff's affidavit, which has been appended hereto.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. section 4904, relating to unsworn falsification to authorities.

APPLE AND APPLE, P.C.

Dated: 13 May '02


Joel E. Hausman, Esquire
Attorney for Plaintiff(s)
4650 Baum Boulevard
Pittsburgh, PA 15213-1223

FILED

MAR 15 2002 8:80 pd by Atty Apple

3/13:37 p.m.
William A. Shaw
Prothonotary

cc to Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12258

DANMAR CREDIT GROUP, LLC

02-395-CD

VS.

WILLIAMS, ROBERT B. and HELEN

COMPLAINT

SHERIFF RETURNS

**NOW MARCH 20, 2002 AT 9:19 AM EST SERVED THE WITHIN COMPLAINT
ON HELEN WILLIAMS, DEFENDANT AT RESIDENCE, RR#1 BOX 79, CLEARFIELD,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DELORES WILLIAMS,
DAUGHTER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT
AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**NOW APRIL 29, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN
THE WITHIN COMPLAINT "NOT FOUND" AS TO ROBERT B. WILLIAMS, DEFENDANT
IS DECEASED.**

Return Costs

Cost Description

30.00 SHFF. HAWKINS PAID BY: ATTY.

20.00 SURCHARGE PAID BY: ATTY.

FILED

MAY 02 2002

014.00 E
William A. Shaw K
Prothonotary

Sworn to Before Me This

2nd Day Of May 2002
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester Hawkins
My Manly Hand
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

DANMAR CREDIT GROUP, LLC
assignee of BENEFICIAL FINANCE COMPANY

NO. 02-395-CO
IN CIVIL ACTION

-vs-

Plaintiff(s)

ROBERT B. WILLIAMS AND HELEN
WILLIAMS, jointly and severally

Defendant(s)

COMPLAINT

CODE -
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

James R. Apple, Esq.
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4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466
Fax (412) 682-3138

... copy this to be a true
and attested copy of the original
Statement filed in this case.

MAR 15 2002

Attest:

William L. Hause
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

DANMAR CREDIT GROUP, LLC NO.
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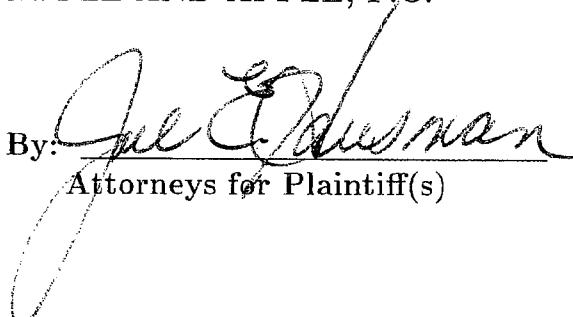
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APPLE AND APPLE, P.C.

By:


Lee E. Dusman
Attorneys for Plaintiff(s)

STATE OF Louisiana

PARISH of Jefferson

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To the best of my knowledge the Defendant is not now in the military service, as defined in the Soldier's and Sailor's Civil Relief Act of 1940 with amendments, nor has been in such service within thirty days hereof.

I do solemnly declare and affirm under the penalties of perjury that the matters set forth above are true and correct to the best of my knowledge.

Date: 2/28/02

Suzanne Middleton
Signature of Affiant

SUZANNE MIDDLETON
Printed Name of Affiant

I HEREBY CERTIFY that on 2/28/02, before me, the subscriber, a Notary Public in and for the Parish aforesaid, personally appeared the above-stated affiant, and made oath in due form of law.

Notary

No Expiration on Commission

VERIFICATION

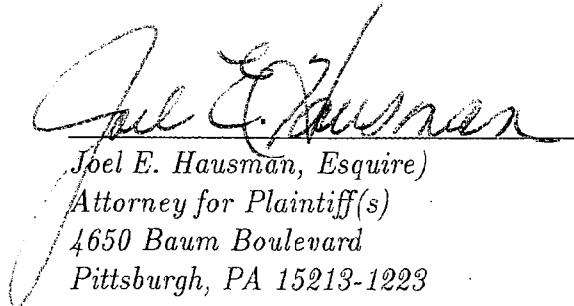
I Joel E. Hausman, Esquire, hereby verify that:

1. I am a counsel of record for the Plaintiff;
2. Plaintiff is located outside the jurisdiction of this Court and Verification by the Plaintiff or an authorized agent of Plaintiff cannot be obtained within the time allowed by law;
3. That the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief, based upon information received from the Plaintiff and contained in Plaintiff's affidavit, which has been appended hereto.

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Dated: 13 Mar. '02



Joel E. Hausman
Attorney for Plaintiff(s)
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