

05-1794-CD  
Hudson & Assoc. vs Kerrie Batcho

Hudson & Keyse vs Kerrie Batcho  
05-1794-CD

## NOTICE OF APPEAL

FROM

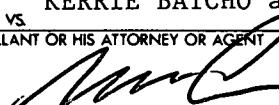
## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS NO.

05-1794-CD

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT		MAG. DIST. NO. OR NAME OF DJ.	
HUDSON & KEYSE, LLC		DJ Ireland, DC 46-3-02	
ADDRESS OF APPELLANT		CITY	STATE
c/o Amato and Associates, P.C.		107 North Commerce Way	Bethlehem PA 18017
ZIP CODE			
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)	(Defendant)	
10/31/05	HUDSON & KEYSE, LLC	KERRIE BATCHO a/k/a KERRIE BATCH-SMITH-ACEY	
vs.			
CLAIM NO.		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT	
CV	CV-343-05	 Ronald Amato, Esquire, Attorney for Appellant	
LT			
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>_____ Signature of Prothonotary or Deputy</p>			
<p>If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>			

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon \_\_\_\_\_, appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. \_\_\_\_\_) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

\_\_\_\_\_  
Signature of appellant or his attorney or agent

RULE: To \_\_\_\_\_, appellee(s).  
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Prothonotary or Deputy

**FILED** Atty Amato  
m/2/05 pd 85.00  
NOV 16 2005 CC to Def. &  
William A. Shaw  
Prothonotary/Clerk of Courts  
NJ Ireland

## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_ ; ss

**AFFIDAVIT:** I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on (date of service) \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

*Signature of affiant*

*Signature of official before whom affidavit was made*

*Title of official*

My commission expires on \_\_\_\_\_

FILED  
NOV 16 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-02**

MDJ Name: Hon.

**RICHARD A. IRELAND**  
Address: **650 LEONARD ST**  
**STE 113**  
**CLEARFIELD, PA**

Telephone: **(814) 765-5335** 16830

072 2051869  
**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**HUDSON & KEYSE, LLC**  
**107 N COMMERCE WAY**  
**BETHLEHEM, PA 18017**

NAME and ADDRESS

DEFENDANT:

**BATCHO, KERRI**  
**123 RIDGE AVE**  
**CURWENSVILLE, PA 16833**

NAME and ADDRESS

VS.

Docket No.: **CV-0000343-05**  
Date Filed: **8/31/05**



**C/O AMATO AND ASSOCIATES, PC**  
**107 N COMMERCE WAY**  
**BETHLEHEM, PA 18017**

**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**FOR DEFENDANT**

Judgment was entered for: (Name) **BATCHO, KERRI**

Judgment was entered against: (Name) **HUDSON & KEYSE, LLC**

in the amount of \$ **.00** on: (Date of Judgment) **10/31/05**

Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

Damages will be assessed on: \_\_\_\_\_

Amount of Judgment	\$ <b>.00</b>
Judgment Costs	\$ <b>.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>.00</b>

This case dismissed without prejudice. \_\_\_\_\_

Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ \_\_\_\_\_

Portion of Judgment for physical damages arising out of residential lease \$ \_\_\_\_\_

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>=====</b>	
<b>Certified Judgment Total</b>	\$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGEMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

OCT 31 2005 Date R. A. Ireland, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date \_\_\_\_\_, Magisterial District Judge

My commission expires first Monday of January, **2006**

SEAL

05-1794-CD

## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Northampton ; ss

**AFFIDAVIT:** I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. 05-1794 CD, upon the District Justice designated therein on (date of service) November 22, 2005,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) Kerrie Batcho aka Kerrie Batcho-Smith-Acey, on November 22, 2005  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 27<sup>th</sup> DAY OF Nov., 05

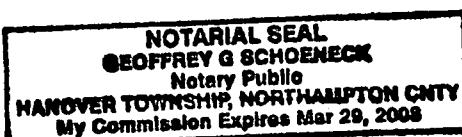
G. S. W.

Signature of official before whom affidavit was made

Michele Prew Signature of affiant

Title of official

My commission expires on 3/24, 05



FILED <sup>no</sup>  
m/10/2005  
NOV 28 2005

William A. Shaw  
Prothonotary/Clerk of Courts

## NOTICE OF APPEAL

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS NO.

05-1794-CD

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT	MAG. DIST. NO. OR NAME OF D.J.		
ADDRESS OF APPELLANT	CITY	STATE	ZIP CODE
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff) (Defendant)		
CLAIM NO.	VS. SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
CV _____ LT _____			
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.        This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>_____ Signature of Prothonotary or Deputy</p>			
<p>If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>			

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon \_\_\_\_\_, appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. \_\_\_\_\_) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

\_\_\_\_\_  
Signature of appellant or his attorney or agent

**RULE:** To \_\_\_\_\_, appellee(s).  
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Prothonotary or Deputy

I hereby certify that the foregoing is a true copy of the original instrument and is a correct copy of the original instrument.

NOV 16 2005

Attest:

PROTHONOTARY  
COURT OF COMMON PLEAS

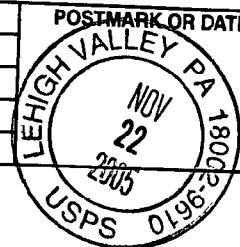
APPELLANT'S COPY



7185 9704 3350 0000 6457

RETURN RECEIPT SERVICE	POSTAGE	\$0.37
	RESTRICTED DELIVERY FEE	\$0.00
	CERTIFIED FEE	\$2.30
	RETURN RECEIPT FEE	\$1.75
<b>SENT TO:</b>	<b>TOTAL POSTAGE AND FEE'S</b>	
11/22/2005 9:17 AM	\$4.42	
Code: 2051869 File:		

**KERRIE BATCHO A/K/A  
KERRIE BATCHO-SMITH-ACEY  
123 RIDGE AVENUE  
CURWENSVILLE, PA 16833-1024**



PS FORM 3800

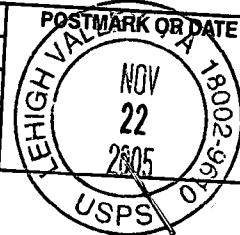


**RECEIPT FOR CERTIFIED MAIL**  
NO INSURANCE COVERAGE PROVIDED  
NOT FOR INTERNATIONAL MAIL  
(SEE OTHER SIDE)

7185 9704 3350 0000 6440

RETURN RECEIPT SERVICE	POSTAGE	\$0.37
	RESTRICTED DELIVERY FEE	\$0.00
	CERTIFIED FEE	\$2.30
	RETURN RECEIPT FEE	\$1.75
<b>SENT TO:</b>	<b>TOTAL POSTAGE AND FEE'S</b>	
11/22/2005 9:17 AM	\$4.42	
Code: 2051869 File:		

**DJ RICHARD A. IRELAND  
DISTRICT COURT 46-3-02 (CLEARFIELD)  
650 LEONARD STREET  
CLEARFIELD, PA 16830**



PS FORM 3800



**RECEIPT FOR CERTIFIED MAIL**  
NO INSURANCE COVERAGE PROVIDED  
NOT FOR INTERNATIONAL MAIL  
(SEE OTHER SIDE)

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-02**

MDJ Name: Hon.

**RICHARD A. IRELAND**  
Address: **650 LEONARD ST**  
**STE 113**  
**CLEARFIELD, PA**  
Telephone: **(814) 765-5335**

**16830**

**RICHARD A. IRELAND**  
**650 LEONARD ST**  
**STE 113**  
**CLEARFIELD, PA 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT**  
**CIVIL CASE**

PLAINTIFF:

**HUDSON & KEYSE, LLC**  
**107 N COMMERCE WAY**  
**BETHLEHEM, PA 18017**

NAME and ADDRESS

DEFENDANT:

**BATCHO, KERRI**  
**123 RIDGE AVE**  
**CURWENSVILLE, PA 16833**

VS.

NAME and ADDRESS

Docket No.: **CV-0000343-05**  
Date Filed: **8/31/05**



*05-1794-CD*

**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**FOR DEFENDANT**

Judgment was entered for: (Name) **BATCHO, KERRI**  
 Judgment was entered against: (Name) **HUDSON & KEYSE, LLC**

in the amount of \$ **00** on: (Date of Judgment) **10/31/05**

Defendants are jointly and severally liable.

(Date & Time) \_\_\_\_\_

Damages will be assessed on:

**FILED**

*8/31/05*  
*NOV 30 2005*

William A. Shaw

Prothonotary/Clerk of Courts

Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ \_\_\_\_\_  
 Portion of Judgment for physical damages arising out of residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>.00</b>
Judgment Costs	\$ <b>.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>.00</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b> \$ _____	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU

MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGEMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

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**OCT 31 2005**

Date *Richard Ireland*, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

**NOV 18 2005** Date *Richard Ireland*, Magisterial District Judge

My commission expires first Monday of January, **2006**.

SEAL

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff : No. 05-1794 CD  
vs. :  
KERRIE BATCHO a/k/a KERRIE  
BATCHO-SMITH-ACEY : CIVIL ACTION  
Defendant :  
:

FILED

DEC 01 2005  
W11: 551w  
William A. Shaw  
Prothonotary/Clerk of Courts

NO CERT CORN

**N O T I C E**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield PA 16830  
Telephone No.(814) 765-2641 (Ext 5982)

AMATO AND ASSOCIATES, P.C.

By:



Ronald Amato, Esq., Atty ID #32323  
Michael J. Kennedy, Esq., Atty ID #72412  
Attorneys for Plaintiff  
107 North Commerce Way  
Bethlehem, PA 18017  
(610) 866-0400

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

**HUDSON & KEYSE, LLC**

Plaintiff	:	No. 05-1794 CD
vs.	:	
<b>KERRIE BATCHO a/k/a KERRIE BATCHO-SMITH-ACEY</b>	:	CIVIL ACTION
Defendant(s)	:	

**C O M P L A I N T**

The above Plaintiff brings this action against the above Defendant to recover the sum of **\$2,018.70**, with interest thereon as hereinafter stated, upon the following cause of action:

1. The Plaintiff, **HUDSON & KEYSE, LLC** is located at 382 Blackbrook Road, PAINESVILLE OH 44077.
2. The Defendant, **KERRIE BATCHO also known as KERRIE BATCHO-SMITH-ACEY** is located at 123 Ridge Avenue, Curwensville PA 16833-1024.
3. At the special instance and request of the Defendant, Discover Bank, issued to Defendant its Discover credit card, and from time to time thereafter, Defendant made various purchases, in which transactions Defendant made use of said Discover credit card. A true and correct copy of a Statement of Defendant's Account, is attached hereto, made a part hereof and marked Exhibit "A".
4. For value received, Discover Bank assigned, transferred and set over to Plaintiff all its rights, title and interest in this claim.
5. By virtue of said assignment, Plaintiff acquired legal title to said Account, and

became the legal holder of the claim against the Defendant.

6. Defendant has not adhered to the agreed repayment obligations that govern the aforesaid Discover credit card account, by reason of which Defendant is in default thereof.

7. The Defendant received, accepted and made various purchases using the credit card described in Exhibit "A", and a total amount which became due as a result thereof, after allowance for all proper credits for payments and/or adjustments, if any, was \$1,575.71.

8. Plaintiff is entitled to receive interest on the above amount determined by applying the agreed interest rate of 12.99% per annum to the past due balance. As of November 23, 2005 the total amount of interest due to plaintiff is \$442.99.

9. Plaintiff is entitled to have the 12.99% interest charge continue to accrue as set forth above, from November 23, 2005 on down to the date of judgment in this matter.

10. The Plaintiff has made demand against the Defendant for the aforesaid sum, but Defendant failed or refused to pay the same or any part thereof.

**WHEREFORE**, Plaintiff demands judgment against the Defendant for **\$2,018.70** together with the continually accruing interest charge at the agreed rate of 12.99% per annum from November 23, 2005, and cost of suit.

## **COUNT II**

### **Alternative to Count I - Unjust Enrichment**

11. Plaintiff incorporates the allegations of every paragraph enumerated above of this Complaint as if said paragraphs were fully set forth here at length.

12. The goods, wares, merchandise, and/or services, described in the exhibits attached hereto were purchased by Defendant, and Defendant received and accepted the benefit of such goods, wares, merchandise, and/or services provided by Plaintiff.

13. At all times material hereto, Defendant was aware that Plaintiff was providing the aforesaid goods, wares, merchandise, and/or services to Defendant, and that Plaintiff expected to be paid for such.

14. At all times material hereto, Defendant, with the aforesaid knowledge, permitted Plaintiff to provide and/or deliver said goods, wares, merchandise, and/or services, and to incur damages.

15. At all times material hereto, Defendant was unjustly enriched by retaining the benefit of receiving said goods, wares, merchandise, and/or services without paying Plaintiff fair and reasonable compensation.

16. By reason of the aforesaid unjust enrichment of Defendant at Plaintiff's expense, an implied contract exists between Plaintiff and Defendant, and Defendant is obligated to pay Plaintiff the quantum meruit value of the value of the goods, wares, merchandise, and/or services described in the exhibits attached hereto, in the amount of \$1,575.71.

**WHEREFORE**, Plaintiff demands judgment against Defendant for \$1,575.71 together with the continually accruing interest charge at the statutory rate of 6.00% per annum from November 23, 2005, costs of suit and all other relief to which Plaintiff may be justly entitled.

AMATO AND ASSOCIATES, P.C.  
By:



---

Ronald Amato, Esq., Atty ID #32323  
Michael J. Kennedy, Esq., Atty ID #72412  
Attorneys for Plaintiff  
107 North Commerce Way  
Bethlehem, PA 18017  
(610) 866-0400

VERIFICATION

Nancy A. Quere, hereby states that she is the Legal Account Manager of Hudson and Keyse, L.L.C., Plaintiff in this action, and verifies that the statements made in the attached complaint are true and correct to the best of her knowledge, information and belief. The undersigned understands that the statements herein are made subject to the penalties of 18 PA C.S. 4904 relating to unsworn falsification to authorities.

Nancy A. Quere



# HUDSON & KEYSE, L.L.C.

THE DEBT RECOVERY CENTRE, 382 BLACKBROOK ROAD, PAINESVILLE, OHIO 44077

## STATEMENT OF ACCOUNT

CREDITOR NAME: Hudson & Keyse, L.L.C.

CREDITOR ADDRESS: 382 Blackbrook Road, Painesville, Ohio, 44077

ORIGINAL CREDITOR: DISCOVER BANK

ORIGINAL ACCOUNT NUMBER: 6011002340627561

HUDSON & KEYSE, L.L.C. ACCOUNT NUMBER: 277823\*1

DEBTOR NAME: KERRIE A. BATCHO-SMITH-ACEY

DEBTOR ADDRESS: 123 RIDGE AVENUE, CURWENSVILLE, PA, 16833-1024

DATE ACCOUNT OPENED: AUG 14 1996

DATE LAST PAID TO ORIGINAL CREDITOR: 26 MAR 2003

DATE LAST PAID TO HUDSON & KEYSE, L.L.C.:

PRINCIPAL BALANCE DUE: \$1,575.71

INTEREST BALANCE DUE: \$324.12

TOTAL BALANCE DUE: \$1,899.83

INTEREST RATE: 12.99%      LAST DATE INTEREST CHARGED: APR 30 2005

EXHIBIT

A

LOCAL: (440)354-6978 FAX: (440)354-1336  
TOLL FREE: 1(800)654-5391 & 1(800)654-1660



HTTP: WWW.HKLLC.BIZ  
EMAIL: COLLECTIONS@HKINC.COM

PLEASE SEND CORRESPONDENCE TO: POST OFFICE BOX 1090, MENTOR, OH, 44061

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff : No. 05-1794 CD  
vs. :  
KERRIE BATCHO a/k/a KERRIE  
BATCHO-SMITH-ACEY : CIVIL ACTION  
Defendant(s) :  
:

**CERTIFICATE OF SERVICE**

The undersigned certifies that a true and correct copy of Plaintiff's Complaint was served via first class mail, postage prepaid on December 5, 2005:

Kerrie Batcho  
Kerrie Batcho-Smith-Acey  
123 Ridge Avenue  
Curwensville PA 16833-1024

AMATO AND ASSOCIATES, P.C.  
By:

  
Ronald Amato, Esq., Atty ID #32323  
Michael J. Kennedy, Esq., Atty ID #72412  
Attorneys for Plaintiff  
107 North Commerce Way  
Bethlehem, PA 18017  
(610) 866-0400

**FILED**

DEC 12 2005  
11:30 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 cent to Attn:

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Hudson & Keyse, LLC  
(Plaintiff)

CIVIL ACTION

Amato And Associates, P.C. NO. 05-1794 C0  
(Street Address)  
Suite 100, Commerce Square  
187 North Commerce Way  
Bethlehem, PA 18017  
(City, State ZIP)

Type of Case: Civil Action

Type of Pleading: Notice to Answer

vs.

Kerrie Batcho  
(Defendant)

Filed on Behalf of:

Kerrie Batcho - Defendant  
(Plaintiff/Defendant)

**FILED**  
0/10/58 AM ICC deft  
DEC 21 2005 (S)

William A. Shaw  
Prothonotary

Kerrie Batcho  
(Filed by)

123 Ridge Avenue  
(Address) Curwensville, PA 16833

814-236-1548  
(Phone)

Kerrie Batcho  
(Signature)

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

**PLAINTIFF**

HUDSON & KEYSE, LLC  
Amato and Associates, P.C.  
Suite 100, commerce Square  
107 North Commerce Way  
Bethlehem, Pa 18017

Vs.

**DEFENDANT**

KERRIE BATCHO  
123 Ridge Avenue  
Curwensville, Pa 16833

December 21, 2005

**ANSWER AND DEFENSE**

ANSWER to Plaintiffs Complaint No. 05-1794 CD filed. I dispute the Plaintiffs Complaint that I owe \$2,018.70. And in support hereof show this court as follows.

**FIRST DEFENSE**  
**MOTION TO DISMISS**

1. The Defendant Kerrie Batcho move that all allegations contained in the Plaintiffs complaint be dismissed with all costs assesed to Plaintiff.
2. Defendant does not know Hudson & Keyse, LLC but only by harassing phone calls and postal mail claiming Defendant owes them money. Plaintiff has never given Defendant any goods, wares, merchandise, and/or services described in Planitffs Exhibit A attached hereto.
3. Furthermore, there was no exchange of any benefit or detriment between the Plaintiff (collector) and the Defendant (debtor), there is no enforceable agreement. Because these elements are not present, there is a “failure of consideration” and no valid contract or agreement was made.
4. In the Commonwealth of Pennsylvannia County of Clearfield a Civil Action Hearing took place October 31-2005, Judgment was entered for Defendant Kerrie Batcho, Judgment was entered against Hudson & Keyse, LLC in the amount of \$.00 by Magisterial District Judge, Richard A. Ireland.
5. Complaint fails to allege necessary facts such as the terms of the purported agreement, the form of consideration given and the complaint is unsupported by any evidence, details of all records and receipts of charges or transactions made by the Defendant bearing Defendants signature's of any and all such charges between the Plaintiff and the Defendant

Any future complaints in reguards to this matter Defendant demands Plaintiff to prove and provide all coppies of such charges and transactions with Defendant's signature approving ANY and ALL such charges made by the Defendant. Defendant demands Plaintiff to provide a bona fide copy of a written agreement bearing the Defendant's

signature and date agreeing to pay Plaintiff any said charges or transactions.

I expect your good faith reply to include all records and receipts of charges or transactions made with Defendants signature's of any such charges and information identified herein, within thirty (30) days, before considering your failure to answer a default.

I, Kerrie Ann Batcho Defendant verify that the facts set forth in this letter are true and correct to the best of my knowledge, information and belief.

  
(Signature of Defendant)  
Sincerely, Kerrie Batcho

STATEMENT OF ACCOUNT

CREDITOR NAME: Hudson & Keyse, L.L.C.  
CREDITOR ADDRESS: 382 Blackbrook Road, Painesville, Ohio, 44077  
ORIGINAL CREDITOR: DISCOVER BANK  
ORIGINAL ACCOUNT NUMBER: 6011002340627561  
HUDSON & KEYSE, L.L.C. ACCOUNT NUMBER: 277823\*1

DEBTOR NAME: KERRIE A. BATCHO-SMITH-ACEY  
DEBTOR ADDRESS: 123 RIDGE AVENUE, CURWENSVILLE, PA, 16833-1024

DATE ACCOUNT OPENED: AUG 14 1996  
DATE LAST PAID TO ORIGINAL CREDITOR: 26 MAR 2003  
DATE LAST PAID TO HUDSON & KEYSE, L.L.C.:

PRINCIPAL BALANCE DUE: \$1,575.71  
INTEREST BALANCE DUE: \$324.12  
TOTAL BALANCE DUE: \$1,899.83

INTEREST RATE: 12.99%      LAST DATE INTEREST CHARGED: APR 30 2005

EXHIBIT

VERIFICATION

Kerrie A Batcho, hereby state that the statements made in the attached are true and correct to the best of my knowledge, information and belief.

Kerrie Batcho 12-21-05

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL TRIAL LISTING

## CERTIFICATE OF READINESS

## TO THE PROTHONOTARY

05-1794 CB

CASE NUMBER	TYPE	TRIAL REQUESTED	DATE PRESENTED
			ESTIMATED TRIAL TIME

1/2 day

Date Complaint  Jury  Non-Jury  
 Arbitration

Days

**FILED**

3/2/2006 Amato

Filed: 12/1/05  
 HUDSON & KEYSE, LLC

PLAINTIFF(S)

FEB 21 2006 pd.20.00

KERRIE BATCHO a/k/a KERRIE BATCHO-SMITH-ACEY   
 DEFENDANT(S)

William A. Shaw  
Prothonotary/Clerk of Courts

ADDITIONAL DEFENDANT(S)

Check Block if  
a Minor is a  
Party to the  
Case

Amato

(6K)

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

2,018.70

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

more than

\$  yes  no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.



Ronald Amato, Esquire  
 FOR THE PLAINTIFF

610-866-0400

TELEPHONE NUMBER

FOR THE DEFENDANT

TELEPHONE NUMBER

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

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

HUDSON & KEYSE, LLC

vs.

No. 05-1794-CD

KERRIE BATCHO, a/k/a  
KERRIE BATCHO-SMITH-ACEY

FILED

01/10/18 6:01 PM  
MAR 28 2006

6cc  
CIA  
60

William A. Shaw  
Prothonotary/Clerk of Courts

**ORDER**

NOW, this 27<sup>th</sup> day of March, 2006, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Thursday, May 25, 2006 at 1:00

**P.M.** The following have been appointed as Arbitrators:

Richard H. Milgrub, Esquire, Chairman

Frederick M. Neiswender, Esquire

Linda C. Lewis, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Please report to Hearing Room No. 3, 2<sup>nd</sup> Floor, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Hudson & Keyse, LLC

vs.

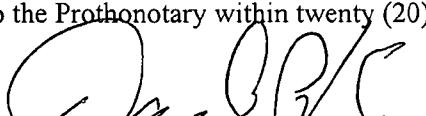
Kerrie Batcho a/k/a Kerrie Batcho-Smith-Acey

No. 2005-01794-CD

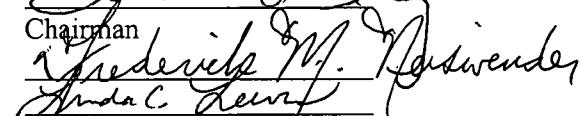
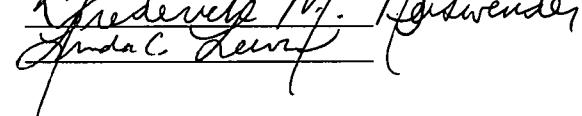
**OATH OR AFFIRMATION OF ARBITRATORS**

Now, this 25th day of May, 2006, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

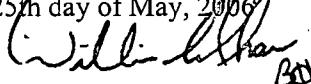
David P. King, Esq.

  
Chairman

Frederick M. Neiswender, Esq.  
Linda C. Lewis, Esq.

Sworn to and subscribed before me this  
25th day of May, 2006

  
Prothonotary

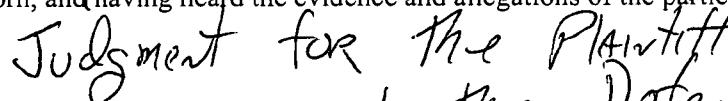
**AWARD OF ARBITRATORS**

Now, this 25 day of May, 2006, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

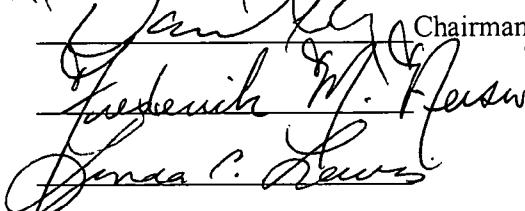
**FILED**

013:06 BN  
MAY 25 2006

William A. Shaw  
Prothonotary/Clerk of Courts  
Notice to Atty  
Amato & Def.



  
Hudson & Keyse, L.L.C. Against the Defendant  
Kerrie Batcho a/k/a Kerrie Batcho-Smith-Acey  
for \$2127.15 plus  
costs.

  
Chairman

(Continue if needed on reverse.)

**ENTRY OF AWARD**

Now, this 25<sup>th</sup> day of May, 2006, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

**WITNESS MY HAND AND THE SEAL OF THE COURT**

  
Prothonotary  
By \_\_\_\_\_

Hudson & Keyse, LLC

Vs.

Kerrie Batcho a/k/a Kerrie Batcho-Smith-Acey

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY  
: No. 2005-01794-CD

:

CC

NOTICE OF AWARD

TO: RONALD AMATO, ESQ.  
KERRIE BATCHO a/k/a KERRIE BATCHO-SMITH-ACEY

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 25, 2006 and have awarded:

Judgment for the Plaintiff Hudson & Keyse, L.L.C. against the Defendant Kerrie Batcho a/k/a Kerrie Batcho-Smith-Acey for \$2,127.15 plus costs.

William A. Shaw  
Prothonotary  
By William A. Shaw

May 25, 2006

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff : No. 05-1794 CD

vs.

KERRIE BATCHO a/k/a KERRIE  
BATCHO-SMITH-ACEY

: CIVIL ACTION

Defendant :

**PRAECIPE FOR JUDGMENT**

TO THE PROTHONOTARY, CLEARFIELD COUNTY:

Kindly enter judgment on the Award of Arbitrators for want of an answer in favor of Plaintiff and against the above-named defendant only and assess damages as follows:

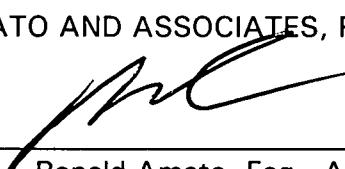
Debt	\$2,127.15
Total	\$2,127.15

I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.

Dated: August 1, 2006

AMATO AND ASSOCIATES, P.C.

By:

  
Ronald Amato, Esq., Atty ID #32323  
Michael J. Kennedy, Esq., Atty ID #72412  
Attorneys for Plaintiff  
107 North Commerce Way  
Bethlehem, PA 18017  
(610) 866-0400  
A DEBT COLLECTION LAW FIRM

2051869

**FILED**

AUG 07 2006

11/3/06

William A. Shaw

Prothonotary/Clerk of Courts

1 CIVIL W/NOTICE

TO DEF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff : No. 05-1794 CD  
vs. :  
**KERRIE BATCHO a/k/a KERRIE  
BATCHO-SMITH-ACEY** :  
: CIVIL ACTION  
: :  
Defendant : :

**CERTIFICATION OF ADDRESSES**

I do certify that the precise last known address of the within named plaintiff is:

382 Blackbrook Road  
PAINESVILLE OH 44077

I do certify that the precise last known address of the within named defendant is:

123 Ridge Avenue  
Curwensville PA 16833-1024

AMATO AND ASSOCIATES, P.C.

By:

  
Ronald Amato, Esq., Atty ID #32323  
Michael J. Kennedy, Esq., Atty ID #72412  
Attorneys for Plaintiff  
107 North Commerce Way  
Bethlehem, PA 18017  
(610) 866-0400  
A DEBT COLLECTION LAW FIRM

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff : No. 05-1794 CD  
vs. :  
**KERRIE BATCHO a/k/a KERRIE  
BATCHO-SMITH-ACEY** :  
: CIVIL ACTION  
: :  
Defendant :  
:

**NOTICE OF JUDGMENT**

(XX) NOTICE IS HEREBY GIVEN THAT A JUDGMENT IN THE ABOVE CAPTIONED  
MATTER HAS BEEN ENTERED AGAINST THE ABOVE-NAMED DEFENDANT(s)  
IN THE AMOUNT OF \$2,127.15. ON Aug. 7, 2006.

( ) A COPY OF ALL DOCUMENTS FILED WITH THE PROTHONOTARY OF  
CLEARFIELD COUNTY IN SUPPORT OF THE WITHIN  
JUDGMENT IS/ARE ENCLOSED.

  
**PROTHONOTARY - CLEARFIELD COUNTY**

If you have any questions concerning the above, please contact the undersigned.

AMATO AND ASSOCIATES, P.C.  
By: 

---

Ronald Amato, Esq., Atty ID #32323  
Michael J. Kennedy, Esq., Atty ID #72412  
Attorneys for Plaintiff  
107 North Commerce Way  
Bethlehem, PA 18017  
(610) 866-0400  
A DEBT COLLECTION LAW FIRM

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff

: No. 05-1794 CD

vs.

KERRIE BATCHO a/k/a KERRIE  
BATCHO-SMITH-ACEY

: PRAECIPE FOR WRIT

: EXECUTION  
(MONEY JUDGMENT)

Defendant(s)

FILED Atty pd  
m112:54/30/2007 20.00  
DEC 13 2007 3CC 6  
WRTS to  
Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts  
(6k)

To the Prothonotary - Clearfield County: ISSUE A WRIT OF EXECUTION IN THE ABOVE MATTER.

(1) Directed to the Sheriff of CLEARFIELD County, for debt, interest and costs upon the following described property of the defendant(s) All cash on hand or in the possession of the defendant(s), accounts receivables, furniture, furnishings, equipment, inventory, tools, vehicles, electronic equipment, any and all other personal property belonging to the above-named defendant(s).

(2) against KERRIE BATCHO a/k/a KERRIE  
BATCHO-SMITH-ACEY, Defendant(s)

(3) and against.....Garnishee(s)

(4) and index this writ

(a) against.....Defendant(s) and  
(b) against.....Garnishee(s)

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s) as follows:(Specifically describe the property)

(5) Amount Due	\$ 2,127.15
Statutory Interest	
From August 7, 2006	\$ 188.70
Less Payment	\$ 0.00
Costs	\$ 377.00
Poundage	\$ 42.54
Total	\$ 2,735.39
	145.00

Prothonotary costs

AMATO AND ASSOCIATES, P.C.  
By:

Date:December 10, 2007



Ronald Amato  
Attorney I.D. No. 32323  
Attorneys for Plaintiff

Attorney File#: 2051869

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff : No. 05-1794 CD  
vs. :  
KERRIE BATCHO a/k/a KERRIE  
BATCHO-SMITH-ACEY :  
: CIVIL ACTION  
: :  
Defendant(s) : :

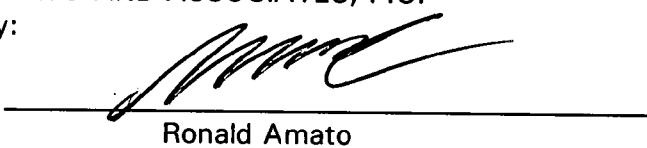
**CERTIFICATION OF DEFENDANT(s) ADDRESS FOR SERVICE**

I do certify that the precise last known address of the within named defendant(s) is the address provided below, and request that the Sheriff serve the above named defendant(s) at:

123 Ridge Avenue  
Curwensville PA 16833-1024

AMATO AND ASSOCIATES, P.C.  
By:

Dated: December 10, 2007



---

Ronald Amato  
Attorney I.D. No. 32323  
Attorneys for Plaintiff

Attorney File #:2051869

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC :  
Plaintiff : No. 05-1794 CD  
vs. :  
KERRIE BATCHO a/k/a KERRIE :  
BATCHO-SMITH-ACEY :  
Defendant(s) : CIVIL ACTION

**WAIVER OF WATCHMAN**

To the Sheriff:

Any deputy sheriff levying upon or attaching any property under the within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before the sheriff's sale thereof.

Dated: December 10, 2007

AMATO AND ASSOCIATES, P.C.  
By: 

---

Ronald Amato, Esq., Atty ID #32323  
Michael J. Kennedy, Esq., Atty ID #72412  
Michael R. Lessa, Esq., Atty ID #88617  
Justin N. Davis, Esq., Atty ID #84464  
Attorneys for Plaintiff  
107 North Commerce Way  
Bethlehem, PA 18017  
(610) 866-0400  
A DEBT COLLECTION LAW FIRM

Attorney File #: 2051869

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff : No. 05-1794 CD  
vs. :  
KERRIE BATCHO a/k/a KERRIE  
BATCHO-SMITH-ACEY :  
: CIVIL ACTION  
: :  
Defendant : :

**WRIT OF EXECUTION NOTICE**

THIS PAPER IS A WRIT OF EXECUTION. IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU. IT MAY CAUSE YOUR PROPERTY TO BE HELD OR TAKEN TO PAY THE JUDGMENT. YOU MAY HAVE LEGAL RIGHTS TO PREVENT YOUR PROPERTY FROM BEING TAKEN. A LAWYER CAN ADVISE YOU MORE SPECIFICALLY OF THESE RIGHTS. IF YOU WISH TO EXERCISE YOUR RIGHTS, YOU MUST ACT PROMPTLY.

THE LAW PROVIDES THAT CERTAIN PROPERTY CANNOT BE TAKEN. SUCH PROPERTY IS SAID TO BE EXEMPT. THERE IS A DEBTOR'S EXEMPTION OF \$300. THERE ARE OTHER EXEMPTIONS WHICH MAY BE APPLICABLE TO YOU. A SUMMARY OF SOME OF THE MAJOR EXEMPTIONS ARE LISTED ON THE NEXT PAGE. YOU MAY HAVE OTHER EXEMPTIONS OR OTHER RIGHTS.

IF YOU HAVE AN EXEMPTION, YOU SHOULD DO THE FOLLOWING PROMPTLY:

- (1) FILL OUT THE ATTACHED CLAIM FORM AND DEMAND FOR A PROMPT HEARING
- (2) DELIVER THE FORM OR MAIL IT TO THE SHERIFF'S OFFICE AT THE ADDRESS NOTED.

YOU SHOULD COME TO COURT READY TO EXPLAIN YOUR EXEMPTION. IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.

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.

Legal Referral Service  
Court Administrator  
Clinton County Courthouse  
Corner of Jay and Water Streets  
Lock Haven, PA 17745  
(717) 893-4016

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC :  
Plaintiff : No. 05-1794 CD  
vs. :  
KERRIE BATCHO a/k/a KERRIE :  
BATCHO-SMITH-ACEY :  
Defendant(s) : CIVIL ACTION

**CLAIM FOR EXEMPTION**

To the Sheriff:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300 statutory exemption be

— (i) set aside in kind (specify property to be set aside in kind): \_\_\_\_\_

— (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption): \_\_\_\_\_

(2) From my property which is in the possession of a third party, I claim the following exemptions: \_\_\_\_\_

(a) my \$300 statutory exemption: \_\_\_\_\_ in cash; \_\_\_\_\_ in kind(specify property): \_\_\_\_\_;

(b) Social Security benefits on deposit in the amount of \$ \_\_\_\_\_;

(c) other (specify amount and basis of exemption): \_\_\_\_\_

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_.  
(Address) (Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Defendant

THIS CLAIM TO BE FILED WITH THE OFFICE  
OF THE SHERIFF OF CLEARFIELD COUNTY  
814/765-2641

**MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

1. \$300.00 STATUTORY EXEMPTION
2. BIBLES, SCHOOL BOOKS, SEWING MACHINES, UNIFORMS AND EQUIPMENT
3. MOST WAGES AND UNEMPLOYMENT COMPENSATION
4. SOCIAL SECURITY BENEFITS
5. CERTAIN RETIREMENT FUNDS AND ACCOUNTS
6. CERTAIN VETERAN AND ARMED FORCES BENEFITS.
7. CERTAIN INSURANCE PROCEEDS
8. SUCH OTHER EXEMPTIONS AS MAY BE PROVIDED BY LAW

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff : No. 05-1794 CD  
vs. :  
KERRIE BATCHO a/k/a KERRIE :  
BATCHO-SMITH-ACEY :  
Defendant(s) : WRIT OF EXECUTION  
: (MONEY JUDGMENTS)

COPY

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and cost against KERRIE BATCHO a/k/a KERRIE BATCHO-SMITH-ACEY, Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein; (Inquisition and Exemption Laws (are) (are not) waived.  
(2) You are also directed to attach the property of the defendant not levied upon in the possession of.....

.....Garnishee(s)

and to notify the Garnishee(s) that

(a) an attachment has been issued;  
(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.  
(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount Due \$ 2,127.15

Statutory Interest

From August 7, 2006 \$ 188.70

Less Payments \$ 0.00

Costs \$ 377.00

Poundage \$ 42.54

Total \$ 2,735.39 plus add'l costs \$ 145.00 Prothonotary costs

DATED 12/13/07

(SEAL)

Prothonotary - Clearfield County

Court of Common Pleas, CLEARFIELD County

IF SOCIAL SECURITY OR SUPPLEMENTAL SECURITY INCOME FUNDS ARE DIRECTLY DEPOSITED INTO AN ACCOUNT OF THE DEFENDANT, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE ANY FUNDS THAT MAY BE TRACED TO SUCH DIRECT DEPOSITS. IN ADDITION, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE \$300.00 IN THE ACCOUNT OF THE DEFENDANT.

Attorney File#: 2051869

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20707  
NO: 05-1794-CD

PLAINTIFF: HUDSON & KEYSE, LLC

vs.

DEFENDANT: KERRIE BATCHO A/K/A KERRIE BATCHO-SMITH-ACEY

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 12/13/2007

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/26/2012

FILED  
019-32874  
JAN 26 2012

William A. Shan  
Prothonotary/Clerk of Courts

DETAILS

@ SERVED KERRIE BATCHO A/K/A KERRIE BATCHO-SMITH-ACEY

DEPUTIES UNABLE TO SERVE KERRIE BATCHO A/K/A KERRIE BATCHO SMITH-ACEY, DEFENDANT, DEPUTIES  
WERE INFORMED SHE MOVED TO P. O. BOX 531, ALIQUIPPA, PENNSYLVANIA.

@ SERVED

NOW, JANUARY 26, 2012 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20707  
NO: 05-1794-CD

PLAINTIFF: HUDSON & KEYSE, LLC

vs.

DEFENDANT: KERRIE BATCHO A/K/A KERRIE BATCHO-SMITH-ACEY

Execution PERSONAL PROPERTY

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$36.70

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
by Cynthia Butler - Clerk/Deputy  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff : No. 05-1794 CD  
vs. :  
KERRIE BATCHO a/k/a KERRIE  
BATCHO-SMITH-ACEY :  
: WRIT OF EXECUTION  
: (MONEY JUDGMENTS)  
Defendant(s) :

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and cost against KERRIE BATCHO a/k/a KERRIE BATCHO-SMITH-ACEY, Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein; (Inquisition and Exemption Laws (are) (are not) waived.

(2) You are also directed to attach the property of the defendant not levied upon in the possession of.....

.....Garnishee(s)

and to notify the Garnishee(s) that

(a) an attachment has been issued;

(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount Due \$ 2,127.15

Statutory Interest

From August 7, 2006

\$ 188.70

Received this writ this 13<sup>th</sup> day  
of December A.D. 2007  
At 2:00 A.M./P.M.

Less Payments \$ 0.00

Costs \$ 377.00

Poundage \$ 42.54

Total \$ 2,735.39 plus add'l costs \$ 145.00 Prothonotary costs

DATED 12/13/07

(SEAL)

Prothonotary - Clearfield County

Court of Common Pleas, CLEARFIELD County

IF SOCIAL SECURITY OR SUPPLEMENTAL SECURITY INCOME FUNDS ARE DIRECTLY DEPOSITED INTO AN ACCOUNT OF THE DEFENDANT, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE ANY FUNDS THAT MAY BE TRACED TO SUCH DIRECT DEPOSITS. IN ADDITION, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE \$300.00 IN THE ACCOUNT OF THE DEFENDANT.

Attorney File#: 2051869

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME KERRIE BATCHO A/K/A KERRIE BATCHO-SMITH-ACEY

NO. 05-1794-CD

NOW, January 26, 2012, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Kerrie Batcho A/K/A Kerrie Batcho-Smith-Acey to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR SERVICE	9.00
MILEAGE LEVY	6.06
MILEAGE POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	1.64
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$36.70</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	2,127.15
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	377.00
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	188.70
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$2,894.55</b>
<b>COSTS:</b>	
ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	36.70
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$181.70</b>
<b>TOTAL COSTS</b>	<b>\$2,894.55</b>

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

CA

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff : No. 05-1794 CD  
vs. :  
KERRIE BATCHO a/k/a KERRIE  
BATCHO-SMITH-ACEY : CIVIL ACTION  
Defendant(s) :  
CA

RECEIVED

MAY 18 2006

COURT ADMINISTRATOR  
OFFICE

**PLAINTIFF'S PRE-TRIAL MEMORANDUM**

**BRIEF STATEMENT OF THE CASE:**

Plaintiff is the successor in interest to Discover Bank which issued to Defendant its Discover credit card. Defendant failed to pay the balance owing on said account. The account was opened on August 14, 1996 and Defendant made her last payment on March 26, 2003. See attached documents.

**CITATION TO APPLICABLE CASES OR STATUTES:**

1. A contract consists of competent parties, a subject matter, a legal consideration, mutuality of agreement, and mutuality of obligation. See Triffin v. Thomas, 462 A.2d 1346 (Pa. Super. 1983).
2. Unjust enrichment is an alternative theory based on benefits conferred on the Defendant, by Plaintiff, appreciation of such benefits by Defendant, and acceptance and retention of such benefits under such circumstances that it would be inequitable for Defendant to retain such benefit without the payment of value. Burgettstown-Smith v. Langeloth, 403 Pa. Super 84, 588 A.2d 43 (1991).
3. 42 Pa. Cons. Stat. Ann § 6108 Pennsylvania Uniform Business Records as Evidence Act governs admissions of hearsay evidence of business records.

A record of an act, condition or event shall, insofar as relevant, be competent evidence if the custodian or other qualified witness testifies to its identity and the mode of its preparation, and if it was made in the regular course of business at or near the time of the act, condition of event, and if, in the opinion of the tribunal, the sources of information, method and time of preparation were such as to justify its admission. See In re Estate of Indyk, 488

Pa. 567, 413 A.2d 371 (1979) and Commonwealth v. Graver, 461 Pa. 131, 334 A.2d 667 (1975). See also PA.R.E. 803(6).

4. 42 Pa. Cons. Stat. Ann § 6109 governs the admission of photographic copies of business and public records. See also Pa.R.E. 1003, Pa.R.E. 1006 (summaries).

5. Remedies for breach of contract are founded upon a parties expectation interest, reliance interest or restitution interest. The expectation interest is protected by "attempting to put him in as good a position as he would have been had the contract been performed, that is, had there been no breach". The reliance interest is protected by "attempting to put him back in the position in which he would have been had the contract not been made. And the restitution interest is protected by "requiring the other party to disgorge the benefit he has received by returning it to the party who conferred it." George T. Trosky vs. Civil Service Commission, City of Pittsburgh, 539 Pa.356, 363, 652 A.2d 813, 817 (1994).

**LIST OF WITNESS:**

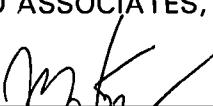
Nancy Allen or other records custodian.

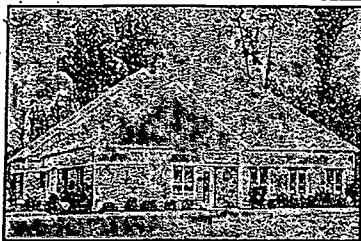
**STATEMENT OF DAMAGES:**

Principal balance:	\$1,575.71.
Interest at 12.99% per annum*	\$ 551.44
Total	\$2,127.15

\* Interest at the rate of 12.99% per annum from March 26, 2003 through May 15, 2006 on the principal balance.

AMATO AND ASSOCIATES, P.C.  
By:

  
Ronald Amato, Esq., Atty ID #32323  
Michael J. Kennedy, Esq., Atty ID #72412  
Attorneys for Plaintiff  
107 North Commerce Way  
Bethlehem, PA 18017  
(610) 866-0400  
A DEBT COLLECTION LAW FIRM



# HUDSON & KEYSE, L.L.C.

THE DEBT RECOVERY CENTRE, 382 BLACKBROOK ROAD, PAINESVILLE, OHIO 44077

## STATEMENT OF ACCOUNT

CREDITOR NAME: Hudson & Keyse, L.L.C.

CREDITOR ADDRESS: 382 Blackbrook Road, Painesville, Ohio, 44077

ORIGINAL CREDITOR: DISCOVER BANK

ORIGINAL ACCOUNT NUMBER: 6011002340627561

HUDSON & KEYSE, L.L.C. ACCOUNT NUMBER: 277823\*1

DEBTOR NAME: KERRIE A. BATCHO-SMITH-ACEY

DEBTOR ADDRESS: 123 RIDGE AVENUE, CURWENSVILLE, PA, 16833-1024

DATE ACCOUNT OPENED: AUG 14 1996

DATE LAST PAID TO ORIGINAL CREDITOR: 26 MAR 2003

DATE LAST PAID TO HUDSON & KEYSE, L.L.C.: :

PRINCIPAL BALANCE DUE: \$1,575.71

INTEREST BALANCE DUE: \$324.12

TOTAL BALANCE DUE: \$1,899.83

INTEREST RATE: 12.99% LAST DATE INTEREST CHARGED: APR 30 2005

EXHIBIT



new balance  
\$935.07

minimum payment due  
\$19.00

account number 6011 0023 4062 7561  
enter amount enclosed below

\$

payment due date  
February 28, 2003

27 SDSN6A01 0006838  
BATCHO, KERRIE A  
123 RIDGE AVE  
CURWENSVILLE PA 16833-1024

Please make check payable to Discover Platinum  
Card. You are nearing your credit limit; call today to  
apply for a limit increase.

Schedule payments in advance up to  
your due date! Find out about our flexible  
and convenient online payment features.  
Visit Discovercard.com/payments

377323 (6: AM

PO BOX 15251   
WILMINGTON DE 19886-5251

Address or telephone change? Please print change in the space above,  
or go to Discovercard.com.

000006011002340627561009350700019000001900

#### Discover Platinum Card Account Summary

account number 6011 0023 4062 7561  
payment due date February 28, 2003  
minimum payment due \$19.00  
credit limit \$1,000.00  
credit available \$64.00  
cash credit limit \$500.00  
cash credit available \$64.00

Closing Date: January 27, 2003

page 1 of 2

previous balance	\$937.26
payments and credits	- 19.00
purchases	+ 0.00
cash advances	+ 0.00
balance transfers	+ 0.00
FINANCE CHARGES	+ 16.81
new balance	= \$935.07

You may be able to avoid Periodic Finance Charges, see  
the reverse side for details.

#### Cashback Bonus®

Cashback Bonus® Anniversary  
Date: August 27

Keep using your Discover(R) Card and  
watch your Cashback Bonus(R) award  
grow! Remember, once your Cashback  
Bonus award is at least \$20, you can  
redeem your award by calling us or by  
logging into the Account Center at  
Discovercard.com.

Opening Cashback Bonus Balance	\$ 1.65
New Cashback Bonus Earned	+ 0.00
 Cashback Bonus Balance Available to Redeem	\$ 1.65
	\$ 0.00

#### Transactions

	trans. date	post date	
Payments and Credits	Jan 24	Jan 24	PAYMENT - THANK YOU \$ -19.00

Average Daily Balances	Daily Periodic Rates	Nominal ANNUAL PERCENTAGE RATES	ANNUAL PERCENTAGE RATES	Periodic FINANCE CHARGES	Transaction Fee FINANCE CHARGES
current billing period: 31 days					
Purchases \$596.68	0.05751%	20.99% F	20.99%	\$10.64	none
Cash Advances \$346.26	0.05751%	20.99% F	20.99%	\$6.17	\$0

The rates that apply to your Account are either fixed (F) or they may vary (V) as noted above.

Questions? Call 1-800-DISCOVER (1-800-347-2683) or log on to Discovercard.com. For TDD  
(Telecommunication Device for the Deaf) assistance, call 1-800-347-7449. Send billing error notice to:  
Discover Platinum; P.O. Box 15192; Wilmington, DE 19850-5192.

DISCOVER



Closing Date:  
January 27, 2003

BATCHO, KERRIE A  
account number 6011002340627561  
page 2 of 2

## Cashback Bonus® Award Summary

Cashback Bonus Anniversary Date:	August 27	Balance
Previous Cashback Bonus Award Balance		\$ 1.65
Purchase Award This Period		+ 0.00
<b>Cashback Bonus Award Total</b>		<b>1.65</b>
<b>Cashback Bonus Award Balance</b>		<b>1.65</b>
Award Available to Redeem		\$ 0.00

Restrictions apply to the Cashback Bonus Partner offers, visit [Discovercard.com](http://Discovercard.com) or call 1-877-YOUR-AWARD (1-877-968-7292) for details. For program details, see the Cashback Bonus Terms and Conditions.



new balance  
\$976.88

minimum payment due  
\$39.00

account number 6011 0023 4062 7561  
enter amount enclosed below

payment due date  
March 26, 2003

\$   
Please make check payable to Discover Platinum  
Card. Minimum payment due includes a past due  
amount of \$19.00.

27 SDSN6A01 0006839  
BATCHO, KERRIE A  
123 RIDGE AVE  
CURWENSVILLE PA 16833-1024

Schedule payments in advance up to  
your due date! Find out about our flexible  
and convenient online payment features.  
Visit [Discovercard.com/payments](http://Discovercard.com/payments)

PO BOX 15251   
WILMINGTON DE 19886-5251

Address or telephone change? Please print change in the space above,  
or go to [Discovercard.com](http://Discovercard.com).

00000601100234062756100976880000000000003900

#### Discover Platinum Card Account Summary

account number 6011 0023 4062 7561  
payment due date March 26, 2003  
minimum payment due \$39.00  
credit limit \$1,000.00  
credit available \$23.00  
cash credit limit \$500.00  
cash credit available \$23.00

Closing Date: February 27, 2003 page 1 of 2

previous balance	\$935.07
payments and credits	- 0.00
purchases	+ 25.00
cash advances	+ 0.00
balance transfers	+ 0.00
FINANCE CHARGES	+ 16.81
new balance	= \$976.88

You may be able to avoid Periodic Finance Charges, see  
the reverse side for details.

#### Cashback Bonus®

Cashback Bonus® Anniversary  
Date: August 27

Opening Cashback Bonus Balance	\$ 1.65
New Cashback Bonus Earned	+ 0.00
<b>Cashback Bonus Balance Available to Redeem</b>	<b>\$ 1.65</b>
	<b>\$ 0.00</b>

#### Transactions

	trans. date	post date	
Other/Miscellaneous	Feb 27	Feb 27	LATE FEE \$ 25.00

\*\*\*\*\* ATTENTION \*\*\*\*\* ATTENTION \*\*\*\*\* ATTENTION \*\*\*\*\* ATTENTION \*\*\*\*\*  
Your account is past due. Please pay the past due amount now, or contact us to make other arrangements.

Ask for Additional Cards so the people close to you can share the benefits of your Discover(R) Card Account. Call to  
get your FREE Cards today: 1-800-DISCOVER.

Average Daily Balances	Daily Periodic Rates	Nominal ANNUAL PERCENTAGE RATES	ANNUAL PERCENTAGE RATES	Periodic FINANCE CHARGES	Transaction Fee FINANCE CHARGES
<b>current billing period: 31 days</b>					
Purchases \$590.70	0.05751%	20.99% F	20.99%	\$10.53	none
Cash Advances \$352.48	0.05751%	20.99% F	20.99%	\$6.28	\$0

The rates that apply to your Account are either fixed (F) or they may vary (V) as noted above.

Questions? Call 1-800-DISCOVER (1-800-347-2683) or log on to [Discovercard.com](http://Discovercard.com). For TDD  
(Telecommunication Device for the Deaf) assistance, call 1-800-347-7449. Send billing error notice to:  
Discover Platinum, P.O. Box 15192; Wilmington, DE 19850-5192.

DISCOVER



Closing Date:  
February 27, 2003

BATCHO, KERRIE A  
account number 6011002340627561  
page 2 of 2

## Cashback Bonus® Award Summary

Cashback Bonus Anniversary Date:	August 27	Balance
Previous Cashback Bonus Award Balance		\$ 1.65
Purchase Award This Period		+ 0.00
Cashback Bonus Award Total		1.65
<b>Cashback Bonus Award Balance</b>		<b>1.65</b>
Award Available to Redeem		\$ 0.00

Restrictions apply to the Cashback Bonus Partner offers, visit [Discovercard.com](http://Discovercard.com) or call 1-877-YOUR-AWARD (1-877-968-7292) for details. For program details, see the Cashback Bonus Terms and Conditions.



new balance  
\$998.71

minimum payment due  
\$40.00

account number 6011 0023 4062 7561  
enter amount enclosed below

\$

27 SDSNSA01 0006840  
BATCHO, KERRIE A  
123 RIDGE AVE  
CURWENSVILLE PA 16833-1024

Please make check payable to Discover Platinum Card. Minimum payment due includes a past due amount of \$20.00.

Schedule payments in advance up to your due date! Find out about our flexible and convenient online payment features. Visit [Discovercard.com/payments](http://Discovercard.com/payments)

PO BOX 15251   
WILMINGTON DE 19886-5251

Address or telephone change? Please print change in the space above, or go to [Discovercard.com](http://Discovercard.com).

000006011002340627561009987100019000004000

#### Discover Platinum Card Account Summary

account number 6011 0023 4062 7561  
payment due date April 26, 2003  
minimum payment due \$40.00  
credit limit \$1,000.00  
credit available \$1.00  
cash credit limit \$500.00  
cash credit available \$1.00

Closing Date: March 27, 2003

page 1 of 2

previous balance	\$976.88
payments and credits	- 19.00
purchases	+ 25.00
cash advances	+ 0.00
balance transfers	+ 0.00
FINANCE CHARGES	+ 15.83
new balance	= \$998.71

You may be able to avoid Periodic Finance Charges, see the reverse side for details.

#### Cashback Bonus®

Cashback Bonus® Anniversary  
Date: August 27

Opening Cashback Bonus Balance	\$ 1.65
New Cashback Bonus Earned	+ 0.00
<b>Cashback Bonus Balance Available to Redeem</b>	<b>\$ 1.65</b>
	<b>\$ 0.00</b>

#### Transactions

	trans. date	post date	
Payments and Credits	Mar 26	Mar 26	PAYMENT - THANK YOU \$ -19.00
Other/Miscellaneous	Mar 27	Mar 27	LATE FEE 25.00

----- ATTENTION ----- ATTENTION ----- ATTENTION ----- ATTENTION -----  
Your account is past due. Please pay the past due amount now, or contact us to make other arrangements.

Average Daily Balances	Daily Periodic Rates	Nominal ANNUAL PERCENTAGE RATES	ANNUAL PERCENTAGE RATES	Periodic FINANCE CHARGES	Transaction Fee FINANCE CHARGES
<i>current billing period: 28 days</i>					
Purchases \$624.65	0.05751%	20.99% F	20.99%	\$10.06	none
Cash Advances \$358.50	0.05751%	20.99% F	20.99%	\$5.77	\$0

The rates that apply to your Account are either fixed (F) or they may vary (V) as noted above.

Questions? Call 1-800-DISCOVER (1-800-347-2683) or log on to [Discovercard.com](http://Discovercard.com). For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-347-7449. Send billing error notice to: Discover Platinum, P.O. Box 15192; Wilmington, DE 19850-5192.

It pays to  
**DISCOVER**



Closing Date:  
March 27, 2003

BATCHO, KERRIE A  
account number 6011002340627561  
page 2 of 2

## Cashback Bonus® Award Summary

Cashback Bonus Anniversary Date:	August 27	Balance
Previous Cashback Bonus Award Balance		\$ 1.65
Purchase Award This Period		+ 0.00
<b>Cashback Bonus Award Total</b>		<b>1.65</b>
<b>Cashback Bonus Award Balance</b>		<b>1.65</b>
Award Available to Redeem		\$ 0.00

Restrictions apply to the Cashback Bonus Partner offers, visit [Discovercard.com](http://Discovercard.com) or call 1-877-YOUR-AWARD (1-877-968-7292) for details. For program details, see the Cashback Bonus Terms and Conditions.



new balance  
\$1,090.12

minimum payment due  
\$65.00

account number 6011 0023 4062 7561  
enter amount enclosed below

\$

payment due date  
May 26, 2003

27 SOSN6A01 0006841  
BATCHO, KERRIE A  
123 RIDGE AVE  
CURWENSVILLE PA 16833-1024

Please make check payable to Discover Platinum  
Card. You are overlimit. Pay the sum of the monthly  
minimum payment plus the overlimit amount of \$ 90.12.

Schedule payments in advance up to  
your due date! Find out about our flexible  
and convenient online payment features.  
Visit Discovercard.com/payments

PO BOX 15251   
WILMINGTON DE 19886-5251

Address or telephone change? Please print change in the space above,  
or go to Discovercard.com.

000006011002340627561010901200000000006500

#### Discover Platinum Card Account Summary

account number 6011 0023 4062 7561  
payment due date May 26, 2003  
minimum payment due \$65.00  
credit limit \$1,000.00  
credit available \$0.00  
cash credit limit \$500.00  
cash credit available \$0.00

Closing Date: April 27, 2003

page 1 of 2

previous balance	\$ 998.71
payments and credits	- 0.00
purchases	+ 70.00
cash advances	+ 0.00
balance transfers	+ 0.00
FINANCE CHARGES	+ 21.41
new balance	= \$1,090.12

You may be able to avoid Periodic Finance Charges, see  
the reverse side for details.

#### Cashback Bonus®

Cashback Bonus® Anniversary  
Date: August 27

Opening Cashback Bonus Balance	\$ 1.65
New Cashback Bonus Earned	+ 0.00
Cashback Bonus Balance Available to Redeem	\$ 1.65
	\$ 0.00

#### Transactions

	trans. date	post date		
Other/Miscellaneous	Apr 27	Apr 27	LATE FEE	\$ 35.00
	Apr 27	Apr 27	OVERLIMIT FEE	\$ 35.00

\*\*\*\*\* ATTENTION \*\*\*\*\* ATTENTION \*\*\*\*\* ATTENTION \*\*\*\*\* ATTENTION \*\*\*\*\* ATTENTION  
\*\*\*\*\* We previously requested the past due amount on your account. We have no record of receiving payment.  
The amount due should be paid at once.

current billing period: 31 days	Average Daily Balances	Daily Periodic Rates	Nominal ANNUAL PERCENTAGE RATES	ANNUAL PERCENTAGE RATES	Periodic FINANCE CHARGES	Transaction Fee FINANCE CHARGES
Purchases	\$643.79	0.06847%	24.99% F	24.99%	\$13.66	none
Cash Advances	\$365.24	0.06847%	24.99% F	24.99%	\$7.75	\$0

The rates that apply to your Account are either fixed (F) or they may vary (V) as noted above.

Questions? Call 1-800-DISCOVER (1-800-347-2683) or log on to Discovercard.com. For TDD  
(Telecommunication Device for the Deaf) assistance, call 1-800-347-7449. Send billing error notice to:  
Discover Platinum, P.O. Box 15192; Wilmington, DE 19850-5192.

It pays to  
**DISCOVER**

Closing Date:  
April 27, 2003BATCHO, KERRIE A  
account number 6011002340627561  
page 2 of 2

## Cashback Bonus<sup>®</sup> Award Summary

Cashback Bonus Anniversary Date:	August 27	Balance
Previous Cashback Bonus Award Balance	\$ 1.65	
Purchase Award This Period	+ 0.00	
<b>Cashback Bonus Award Total</b>	<b>1.65</b>	
<b>Cashback Bonus Award Balance</b>	<b>1.65</b>	
Award Available to Redeem	\$ 0.00	

Restrictions apply to the Cashback Bonus Partner offers, visit [Discovercard.com](http://Discovercard.com) or call 1-877-YOUR-AWARD (1-877-968-7292) for details. For program details, see the Cashback Bonus Terms and Conditions.



new balance  
\$1,575.71

minimum payment due  
\$221.00

account number 6011 0023 4062 7561  
enter amount enclosed below

\$

27 SDSNGA01 0006842  
BATCHO, KERRIE A  
123 RIDGE AVE  
CURWENSVILLE PA 16833-1024

payment due date  
October 26, 2003

Please make check payable to Discover Platinum  
Card. You are overlimit. Pay the sum of the monthly  
minimum payment plus the overlimit amount of \$575.71.

Schedule payments in advance up to  
your due date! Find out about our flexible  
and convenient online payment features.  
Visit [Discovercard.com/payments](http://Discovercard.com/payments)

PO BOX 15251   
WILMINGTON DE 19886-5251

Address or telephone change? Please print change in the space above,  
or go to [Discovercard.com](http://Discovercard.com).

000006011002340627561015757100000000022100

#### Discover Platinum Card Account Summary

account number	6011 0023 4062 7561
payment due date	October 26, 2003
minimum payment due	\$221.00
credit limit	\$1,000.00
credit available	\$0.00
cash credit limit	\$500.00
cash credit available	\$0.00

Closing Date: September 27, 2003 page 1 of 2

previous balance	\$1,474.10
payments and credits	- 0.00
purchases	+ 70.00
cash advances	+ 0.00
balance transfers	+ 0.00
FINANCE CHARGES	+ 31.61
new balance	= \$1,575.71

You may be able to avoid Periodic Finance Charges, see  
the reverse side for details.

#### Cashback Bonus®

Cashback Bonus® Anniversary  
Date: August 27

Opening Cashback Bonus Balance	\$ 0.00
New Cashback Bonus Earned	+ 0.00
<b>Cashback Bonus Balance</b>	<b>\$ 0.00</b>
Available to Redeem	\$ 0.00

#### Transactions

	trans. date	post date	
Other/Miscellaneous	Sep 27	Sep 27	LATE FEE \$ 35.00
	Sep 27	Sep 27	OVERLIMIT FEE 35.00

\*\*\*\*\* ATTENTION \*\*\*\*\* ATTENTION \*\*\*\*\* ATTENTION \*\*\*\*\* ATTENTION \*\*\*\*\*  
Your account is seriously past due. Payment of the amount due and arrangements for future payments should be  
made immediately.

Average Daily Balances	Daily Periodic Rates	Nominal ANNUAL PERCENTAGE RATES	ANNUAL PERCENTAGE RATES	Periodic FINANCE CHARGES	Transaction Fee FINANCE CHARGES
<i>current billing period: 31 days</i>					
Purchases	\$1083.77	0.06847%	24.99% F	\$23.00	none
Cash Advances	\$405.56	0.06847%	24.99% F	\$8.61	\$0

The rates that apply to your Account are either fixed (F) or they may vary (V) as noted above.

Questions? Call 1-800-DISCOVER (1-800-347-2683) or log on to [Discovercard.com](http://Discovercard.com). For TDD  
(Telecommunication Device for the Deaf) assistance, call 1-800-347-7449. Send billing error notice to:  
Discover Platinum, P.O. Box 15192; Wilmington, DE 19850-5192.

DISCOVER



Closing Date:  
September 27, 2003

BATCHO, KERRIE A  
account number 6011002340627561  
page 2 of 2

## Cashback Bonus® Award Summary

Cashback Bonus Anniversary Date:	August 27	Balance
Previous Cashback Bonus Award Balance		\$ 0.00
Purchase Award This Period		+ 0.00
Cashback Bonus Award Total		0.00
<b>Cashback Bonus Award Balance</b>		<b>0.00</b>
Award Available to Redeem		\$ 0.00

Restrictions apply to the Cashback Bonus Partner offers, visit [Discovercard.com](http://Discovercard.com) or call 1-877-YOUR-AWARD (1-877-968-7292) for details. For program details, see the Cashback Bonus Terms and Conditions.



new balance  
\$0.00

minimum payment due  
\$257.00

account number 6011 0023 4062 7561  
enter amount enclosed below

\$

30 SDSN6A01 0006843  
BATCHO, KERRIE A  
123 RIDGE AVE  
CURWENSVILLE PA 16833-1024

Schedule payments in advance up to  
your due date! Find out about our flexible  
and convenient online payment features.  
Visit [Discovercard.com/payments](http://Discovercard.com/payments)

PO BOX 15251   
WILMINGTON DE 19886-5251

Address or telephone change? Please print change in the space above,  
or go to [Discovercard.com](http://Discovercard.com).

000006011002340627561000000000000000025700

#### Discover Platinum Card Account Summary

account number 6011 0023 4062 7561  
payment due date October 29, 2003  
minimum payment due \$257.00  
credit limit \$1,000.00  
credit available \$0.00  
cash credit limit \$500.00  
cash credit available \$0.00

Closing Date: September 30, 2003 page 1 of 2

previous balance	\$ 1,575.71
payments and credits	- 1,575.71
purchases	+ 0.00
cash advances	+ 0.00
balance transfers	+ 0.00
FINANCE CHARGES	+ 0.00
new balance	= \$0.00

#### Cashback Bonus®

Cashback Bonus® Anniversary  
Date: August 27

Opening Cashback Bonus Balance	\$ 0.00
New Cashback Bonus Earned	+ 0.00
Cashback Bonus Balance Available to Redeem	\$ 0.00

#### Transactions

	trans. date	post date	
Payments and Credits	Sep 30	Sep 30	INTERNAL CHARGE-OFF \$ -1,575.71

Average Daily Balances	Daily Periodic Rates	Nominal ANNUAL PERCENTAGE RATES	ANNUAL PERCENTAGE RATES	Periodic FINANCE CHARGES	Transaction Fee FINANCE CHARGES
<i>current billing period: 3 days</i>					
Purchases	\$0	0.06847%	24.99% F	\$0	none
Cash Advances	\$0	0.06847%	24.99% F	\$0	\$0

The rates that apply to your Account are either fixed (F) or they may vary (V) as noted above.

Questions? Call 1-800-DISCOVER (1-800-347-2683) or log on to [Discovercard.com](http://Discovercard.com). For TDD  
(Telecommunication Device for the Deaf) assistance, call 1-800-347-7449. Send billing error notice to:  
Discover Platinum; P.O. Box 15192; Wilmington, DE 19850-5192.

pay to  
**DISCOVER**



Closing Date:  
September 30, 2003

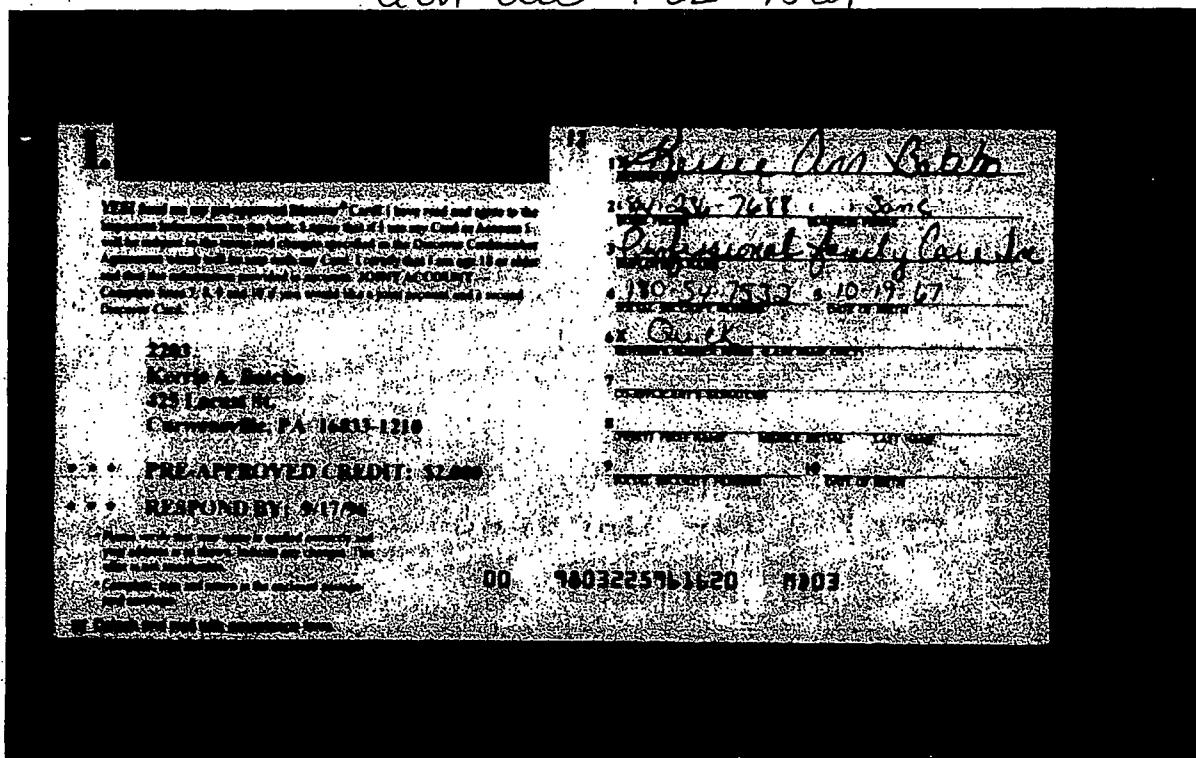
BATCHO, KERRIE A  
account number 6011002340627561  
page 2 of 2

## Cashback Bonus® Award Summary

Cashback Bonus Anniversary Date:	August 27	Balance
Previous Cashback Bonus Award Balance		\$ 0.00
Purchase Award This Period		+ 0.00
<b>Cashback Bonus Award Total</b>		<b>0.00</b>
<b>Cashback Bonus Award Balance</b>		<b>0.00</b>
Award Available to Redeem		\$ 0.00

Restrictions apply to the Cashback Bonus Partner offers, visit [Discovercard.com](http://Discovercard.com) or call 1-877-YOUR-AWARD (1-877-968-7292) for details. For program details, see the Cashback Bonus Terms and Conditions.

6011-0023-4062-7561



BANK

**BILL OF SALE**

Discover Bank ("Seller"), for value received, and pursuant to the terms and conditions of the Credit Card Accounts Sale Agreement with an Effective Date of June 2, 2004 \_\_\_\_\_ (the "Agreement") between Seller and Hudson & Keyse, L.L.C. ("Buyer"), transfers, sells, assigns, conveys, grants and delivers to Buyer, its successors and assigns all of the Seller's right, title and interest in and to (i) the Seller's unsecured credit card accounts (including any receivables thereunder), established pursuant to the cardmember agreements between Seller and the obligors liable for the performance of the unsecured credit card accounts (the "Sold Accounts"), which are described on the Account Schedule (defined in the Agreement) and furnished by the Seller to Buyer in connection herewith, and (ii) all proceeds of such Sold Accounts after the Closing Date (defined in the Agreement), except that the term "Sold Account" shall not include any accounts, the receivables of which have been transferred to the Trust pursuant to the Pooling and Servicing Agreement, dated as of October 1, 1993, between Greenwood Trust Company, (n/k/a Discover Bank), as Master Servicer, Servicer and Seller, and U.S. Bank National Association (formerly First Bank National Association, successor trustee to Bank of America Illinois, formerly Continental Bank, National Association), as trustee, as amended from time to time (the "Pooling and Servicing Agreement"), which accounts are identified on the computer records of Seller with a 42 in the field captioned "CHD-Portfolio-No.".

This Bill of Sale is executed without recourse and without representation of or warranty of title, collectability, or otherwise, express or implied, except as set forth in the Agreement.

Executed as of the 17th day of December, 2004.

DISCOVER BANK

By: 

Name: K.M. Roberts

Title: President

**AMATO AND ASSOCIATES, P.C.**  
SUITE 100, COMMERCE SQUARE  
107 NORTH COMMERCE WAY  
BETHLEHEM, PA 18017-8930  
TELEPHONE (610) 866-0400  
FACSIMILE (610) 866-9155  
WEBSITE [www.amatolaw.com](http://www.amatolaw.com)  
EMAIL [email@amatolaw.com](mailto:email@amatolaw.com)

RONALD AMATO†  
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[cflakos@amatolaw.com](mailto:cflakos@amatolaw.com)

†Admitted PA Only ††Admitted PA and NJ  
A DEBT COLLECTION LAW FIRM

May 16, 2006

Court Administration  
Court of Common Pleas, Clearfield County  
230 East Market Street  
Clearfield, PA 16830

Re: **HUDSON & KEYSE, LLC**  
v. **KERRIE BATCHO a/k/a KERRIE**  
**BATCHO-SMITH-ACEY**  
Court of Common Pleas of Clearfield County  
Civil Action No.: 05-1794 CD  
Our File #: 2051869

RECEIVED

MAY 18 2006

COURT ADMINISTRATOR'S  
OFFICE

Dear Court Administration:

Enclosed please find Plaintiff's Pre-Trial Memorandum for filing in regard to the above-captioned matter. Please time-stamp and return the copy of the front page which I have attached to a SASE. Your cooperation is appreciated in advance.

Very truly yours,  
AMATO AND ASSOCIATES, P.C.

By:

*Ronald Amato, Esq./mkp*  
Ronald Amato

RA\MP

Enclosure: Original Pleading, copy of  
front page and SASE

cc:

Kerrie A. Batcho  
David P. King, Esquire  
Frederick M. Neiswender, Esquire  
Linda C. Lewis, Esquire