

05-1947-CD
Sterling Jewelers Inc. et al vs Shawn
T. Vogel

Sterling Jewelers et al vs Shawn Vogel
2005-1947-CD

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

STERLING JEWELERS INC DBA
KAY JEWELERS,

Plaintiff

vs.

SHAWN T VOGEL,

Defendant

No. 2005-1947-CO

COMPLAINT IN REPLEVIN

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-79555

WWR#04318679

FILED

DEC 14 2005

m/12/20/w

William A. Shaw
Prothonotary

1 CERT TO SHFF.

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

STERLING JEWELERS INC DBA
KAY JEWELERS,

Plaintiff

vs.

Civil Action No.

SHAWN T VOGEL,

Defendant

COMPLAINT IN REPLEVIN AND 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, by entering a written appearance personally or by an 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. OF 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
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation having offices at 375 Ghent Road, Akron, OH 44333.
2. Defendant is an adult individual residing at 116 N State St., Dubois, PA 15801 .
3. Defendant applied for and received an account for credit with Plaintiff.
4. Plaintiff avers that the Agreement provides that Plaintiff has a security interest in each item of merchandise purchased on Defendant's account until the full payment price of those goods is paid.
5. On or about February 6, 2004, Defendant purchased several jewelry items ("Jewelry Items"), more specifically identified in the attached Sales Slips, from Plaintiff for a combined total of \$3,899.79. A true and correct copy of the Sales Slips of said purchases are attached hereto as Exhibit "1" and made a part hereof.
6. Defendant failed to pay the entire balance due to Plaintiff, leaving a total amount due of \$4,548.15 as of date of judgment.
7. Defendant is in default of the terms and conditions of the Agreement, Sales Slips and any other document provided to Defendant with respect to having credit through Plaintiff by failing to make required monthly payments and/or pay the entire balance in full.
8. Plaintiff is entitled to immediate possession of said Jewelry Items of which Plaintiff holds a security interest.

Customer Name: SHAWN T VOGEL				
LD	N		PURCHASES/RETURNS	
	Dpt	Sku	Dsc	Retail Sold
1	2	5843457	ADV	199.00 89.99
Guarantee #4705-4077				
10KY NATURAL RUBY SET				
1	4	4803591	ADV	599.00 299.99
14YG ROPE 20"			ESP	49.99
ESP SP 073478 007941			976547	
1	1	6153199	ADV	2399.00 1350.00
Guarantee #4705-4085				
14YG DIAMOND BRACELET			ESP	99.99
ESP SP 073478 007941			976547	
1	1	2532238	ADV	1999.00 1169.10
Guarantee #4705-4093				
14YG DIAMOND NECKWEAR			ESP	79.99
ESP SP 073478 007941			976547	
1	1	1738160	ADV	999.00 540.00
Guarantee #4705-4101				
14YG DIAMOND EARRINGS				
1	11	9613403	ADV	19.99 0.00
BEARS W/GIFT BOX				
O.DONT 3679.05T			SUBTOT	3679.05
SALES TAX				220.74
TOTAL				3899.79
PPP=N TOTAL DOWN PAYMENT				0.00
#3053473001 REG CREDIT PLAN				3899.79
ESP NAME SHAWN VOGEL				
SLSPRSN 073478 007941 976547				
TAX TYPE 1 STANDARD				
YOU MAY EXCHANGE OR RETURN YOUR PURCHASES				
WITHIN 90 DAYS (30 DAYS FOR WATCHES)				
CUSTOM DESIGNED JEWELRY NOT RETURNABLE				

PAYMENT PROTECTION PLAN

BY ELECTING OPTIONAL PAYMENT PROTECTION PLAN INSURANCE, I ACKNOWLEDGE THAT: I DO NOT NEED TO PURCHASE THIS INSURANCE TO GET CREDIT AND I CAN GET SIMILAR COVERAGE, INCLUDING PROPERTY COVERAGE FROM ANY INSURER I CHOOSE. PAYMENT PROTECTION PLAN INCLUDES CREDIT LIFE, DISABILITY, INVOLUNTARY UNEMPLOYMENT, PROPERTY, JOB RETRAINING AND LEAVE OF ABSENCE TO THE EXTENT AVAILABLE IN MY STATE AS DESCRIBED IN THE SUMMARY OF INSURANCE COVERAGES*. I READ AND I MEET THE ELIGIBILITY REQUIREMENTS SHOWN IN THE SUMMARY OF INSURANCE COVERAGES*. MONTHLY PREMIUM CHARGES ARE BASED ON THE ACCOUNT BALANCE AND THE RATE SHOWN. I WILL RECEIVE NOTICE OF ANY RATE INCREASE. I MAY CANCEL ANY TIME.

*PLEASE SEE THE SUMMARY OF INSURANCE COVERAGES PROVIDED ON THE REVERSE SIDE

YES, PLEASE ENROLL ME IN PAYMENT PROTECTION PLAN CREDIT INSURANCE

SIGNATURE

DATE OF BIRTH

DATE _____

NO, DO NOT ENROLL ME IN PAYMENT PROTECTION PLAN CREDIT INSURANCE

SIGNATURE

DATE _____

N1990-0299

NonStd ID #19

COVERAGE NOT AVAILABLE IN AL, HI, AND WA.

AUTHORIZATION CODES

SECURITY AGREEMENT

BUYER AGREES THAT IF THERE IS AN AMOUNT CHARGED TO KAY JEWELERS REVOLVING CHARGE SHOWN ABOVE:

1. SELLER HEREBY RETAINS A SECURITY INTEREST IN THE GOODS DESCRIBED ABOVE, (EXCEPT IN CT, MO (ON ANY PURCHASE UNDER \$1500) AND NY (ON ANY PURCHASE UNDER \$2000)) UNTIL THE UNPAID BALANCE OF SUCH GOODS IS FULLY PAID AND IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT, IN THE EVENT OF DEFAULT, SELLER SHALL BE ENTITLED TO POSSESSION OF THE GOODS, AND/OR THE ENTIRE UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IN THE MANNER AND TO THE EXTENT PERMITTED BY APPLICABLE LAW.

2 IN ADDITION, THE TERMS OF THE KAY JEWELERS RETAIL INSTALLMENT CREDIT AGREEMENT SIGNED BY BUYER PREVIOUSLY SHALL ALSO GOVERN THIS PURCHASE AND ALL THE TERMS AND CONDITIONS OF THAT AGREEMENT ARE INCORPORATED IN AND SHALL BE A PART OF THIS SECURITY AGREEMENT.

KAY JEWELERS

P.O. BOX 3680, AKRON, OHIO 44398-9914

2-6-04

BUDER'S SIGNATURE

DATE _____

CO-OLYMER

DATE _____

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

RETURN INFORMATION

**ORIGINAL
SALES SLIP**

ORIGINAL
DATE

ORIGINAL
SALESPERSON

REASON FOR RETURN

MANAGER
SIGNATURE _____

CUSTOMER

RECEIPT MUST ACCOMPANY ALL EXCHANGES / REFUNDS.
SEE BACK FOR REFUND INFORMATION.

EXHIBIT

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is Crystal Anderson
(Name)
Bankruptcy Analyst of Sterling Inc., plaintiff herein, that
(Title) (Company)
he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

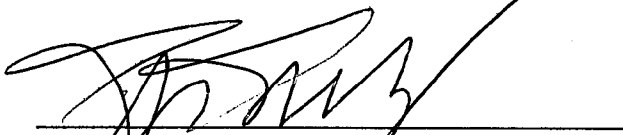
Crystal Anderson
(Signature)

WWR# 04318679

WHEREFORE, Plaintiff prays for Judgment against Defendant, Shawn T. Vogel, individually, in Count I of this Complaint In Replevin, as follows:

- A. For immediately possession of all Jewelry Items, specifically indentified in the attached Sales Slips attached to this Complaint as Exhibit "1";
- B. For such other relief that the Court deems just and proper.

WELTMAN, WEINBERG AND REIS, CO. L.P.A.



James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-79555

WWR#:04318679

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101086
NO: 05-1947-CD
SERVICE # 1 OF 1
COMPLAINT IN REPLEVIN

PLAINTIFF: STERLING JEWELERS INC. d/b/a KAY JEWELERS
vs.
DEFENDANT: SHAWN T. VOGEL

SHERIFF RETURN

NOW, December 16, 2005 AT 10:42 AM SERVED THE WITHIN COMPLAINT IN REPLEVIN ON SHAWN T. VOGEL DEFENDANT AT 116 N. STATE ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JESSICA STONES, LIVE IN GIRLFRIEND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN REPLEVIN AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED
01215784
MAR 07 2006

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8264239	10.00
SHERIFF HAWKINS	WELTMAN	8264239	36.80

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,

Chester A. Hawkins
by Mauley Harper

Chester A. Hawkins
Sheriff

FILED

MAR 07 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

STERLING INC

Plaintiff

vs.

SHAWN T VOGEL

Defendant

No. 2005-1947-CD

**PRAECIPE TO SETTLE, DISCONTINUE
& END**

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, Esquire
Pa. I.D. No. 42524
Weltman, Weinberg & Reis, Co, LLC
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219

WWR#04318679

FILED

APR 05 2006

M/11:00 AM
William A. Shaw

Prothonotary/Clerk of Courts

NO CERT

CERT OF DISC. TO

ATTY & C/A

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

STERLING INC

Plaintiff

vs.

Civil Action No. 2005-1947-CD

SHAWN T VOGEL

Defendant

PRAECIPE TO SETTLE DISCONTINUE AND END

TO THE PROTHONOTARY OF COUNTY:

Please kindly Settle Discontinue and End the above captioned matter upon the records of the Court and mark the cost paid.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

James C. Wambrodt, Esquire

Pa. I.D. No. 42524

Weltman, Weinberg & Reis, Co, LLC

2718 Koppers Building

436 7th Avenue

Pittsburgh, PA 15219

WWR#04318679

Sworn to and subscribed

Before me the 29

Day of March, 2006


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Heidi J. Kelly, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Nov. 4, 2009
Member, Pennsylvania Association of Notaries

FILED

APR 05 2006

**William A. Shaw
Prothonotary Clerk of Courts**

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

CIVIL DIVISION

**Sterling Jewelers Inc.
Kay Jewelers**

**Vs.
Shawn Thomas Vogel**

No. 2005-01947-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 5, 2006, marked:

Settle, Discontinue and End

Record costs in the sum of \$131.80 have been paid in full by Weltman, Weinberg & Reis.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 5th day of April A.D. 2006.

William A. Shaw, Prothonotary