

06-458-CD  
Hudson & Keyse LLC vs Margaret

2006-458-CD  
Hudson & Keyse vs Margaret Snyder

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

HUDSON & KEYSE, LLC

Plaintiff

: No. 06-458-CD

vs.

MARGARET SNYDER a/k/a  
Margaret Snyder-Hough

Defendant

: CIVIL ACTION

**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.

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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  
A DEBT COLLECTION LAW FIRM

FILED Atty pd. 85.00  
M 3/23/06  
MAR 27 2006 ICC Shff  
WM

William A. Shaw  
Prothonotary/Clerk of Courts

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

HUDSON & KEYSE, LLC :  
: :  
Plaintiff : No.  
: :  
vs. : :  
: :  
MARGARET SNYDER a/k/a :  
Margaret Snyder-Hough : :  
: CIVIL ACTION  
Defendant : :

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

The above Plaintiff brings this action against the above Defendant to recover the sum of **\$17,179.58**, 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, **MARGARET SNYDER**, also known as **Margaret Snyder-Hough** is located at 153 East Long Avenue, DU BOIS PA 15801-2158.
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 \$13,004.85.

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 March 21, 2006 the total amount of interest due to plaintiff is \$4,174.73.

9. Plaintiff is entitled to have the 12.99% interest charge continue to accrue as set forth above, from March 21, 2006 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 **\$17,179.58** together with the continually accruing interest charge at the agreed rate of 12.99% per annum from March 21, 2006, 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, monies, 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, monies, wares, merchandise, and/or services provided by Plaintiff.

13. At all times material hereto, Defendant was aware that Plaintiff was providing the aforesaid goods, monies, 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, monies, 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, monies, 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, monies, wares, merchandise, and/or services described in the exhibits attached hereto, in the amount of \$13,004.85.

**WHEREFORE**, Plaintiff demands judgment against Defendant for **\$13,004.85** together with the continually accruing interest charge at the statutory rate of 6.00% per annum from March 21, 2006, 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  
A DEBT COLLECTION LAW FIRM

VERIFICATION

Nancy A. Quere, hereby states that he/she is the LEGAL ACCT MGR of Hudson & Keyse, LLC, Plaintiff in this action, and verifies that the statements made in the attached Complaint are true and correct to the best of his/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: 6011002360678981

HUDSON & KEYSE, L.L.C. ACCOUNT NUMBER: 277031\*1

DEBTOR NAME: MARGARET A. SNYDER-HOUGH

DEBTOR ADDRESS: 153 EAST LONG AVENUE, DU BOIS, PA, 15801-2158

DATE ACCOUNT OPENED: OCT 06 2000

DATE LAST PAID TO ORIGINAL CREDITOR: 16 MAR 2003

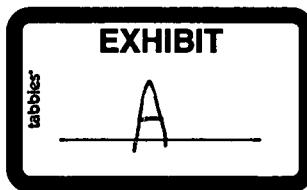
DATE LAST PAID TO HUDSON & KEYSE, L.L.C.: :

PRINCIPAL BALANCE DUE: \$13,004.85

INTEREST BALANCE DUE: \$2,957.49

TOTAL BALANCE DUE: \$15,962.34

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



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

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 1 Services

Sheriff Docket #

**101388**

HUDSON & KEYSE, LLC

Case #

06-458-CD

vs.

MARGARET SNYDER a/k/a Margaret Snyder-Hough

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW May 02, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO MARGARET SNYDER A/K/A MARGARET SNYDER-HOUGH, DEFENDANT. 153 EAST LONG AVE., DUBOIS, PA. "EMPTY".

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	AMATO	201654	10.00
SHERIFF HAWKINS	AMATO	201654	30.91

Sworn to Before me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2006  
\_\_\_\_\_  
\_\_\_\_\_

*Chester A. Hawkins  
by Marilynn Hough*  
Chester A. Hawkins  
Sheriff

**FILED**  
03/33/01  
**MAY 02 2006** *W.M.*

William A. Shaw  
Prothonotary/Clerk of Courts

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

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Plaintiff

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By:

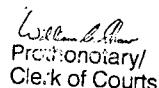


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Attorneys for Plaintiff  
107 North Commerce Way  
Bethlehem, PA 18017  
(610) 866-0400  
A DEBT COLLECTION LAW FIRM

I hereby certify this to be a true and attested copy of the original statement filed in this case.

MAR 27 2006

Attest.

  
William B. Keyse  
Prothonotary  
Clerk of Courts

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

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Defendant : CIVIL ACTION

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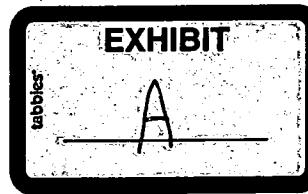
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## Notice of Proposed Termination of Court Case

January 26, 2012

RE: 2006-00458-CD

Hudson & Keyse, LLC

Vs.

Margaret Snyder

**FILED**

JAN 26 2012

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

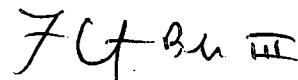
To All Parties and Counsel:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **March 28, 2012**.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,



F. Cortez Bell, III, Esq.  
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

Hudson & Keyse, LLC

Vs.

2006-00458-CD

Margaret Snyder

**FILED**

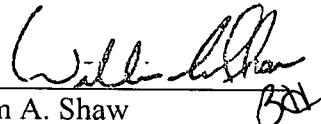
JUL 26 2012

William A. Shaw  
Prothonotary/Clerk of Courts

61C

**Termination of Inactive Case**

This case is hereby terminated with prejudice this July  
26, 2012, as per Rule 230.2



\_\_\_\_\_  
William A. Shaw  
Prothonotary