

06-550-CD  
Associates Consumer Disc. Co. vs  
Jeff Dudurich al

2006-550-CD  
Associates Consumer vs Jeff Dudurich

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

ASSOCIATES CONSUMER  
DISCOUNT COMPANY

Plaintiff

No. 06-550CD

vs.

COMPLAINT IN CIVIL ACTION

JEFF C. DUDURICH AND  
CHRISTOPHER MCGARVEY

Defendants

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Michael J. Dougherty, Esquire  
PA I.D. #76046  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
325 Chestnut Street, Suite 1120  
Philadelphia, PA 19106  
WWR#05033493

FILED Anty pd. 85.00  
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APR 07 2006 2cc Shff  
(cm)

William A. Shaw  
Prothonotary/Clerk of Courts

July 13, 2006 Document  
Reinstated/Released to Sheriff/Attorney  
for service.

William A. Shaw  
Deputy Prothonotary

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

ASSOCIATES CONSUMER  
DISCOUNT COMPANY

**Plaintiff**

No.

vs.

## COMPLAINT IN CIVIL ACTION

JEFF C. DUDURICH AND  
CHRISTOPHER MCGARVEY

## Defendants

**COMPLAINT IN CIVIL ACTION 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. 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.

Lawyer Referral Service  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
814-765-2641 ext. 1300-1301

COMPLAINT

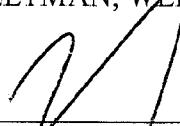
1. Plaintiff is a corporation having offices in 3014 Pleasant Valley Boulevard, Altoona Pennsylvania 16602-4491.
2. Defendant, Jeff C. Dudurich, is an adult individual residing at 236 Main Street, Coalport, Pennsylvania 16627.
3. Defendant, Christopher McGarvey, is an adult individual residing at 236 Main Street, Coalport, Pennsylvania 16627
3. On or about December 17, 1999, Defendants entered into a Loan & Security Agreement(hereinafter the "Contract") with Plaintiff in the amount of \$5,762.82, a true and correct copy of said Contract is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Plaintiff avers that Defendants are in default of the aforesaid Contract by having not made payment to Plaintiff as promised, thereby rendering the entire balances immediately due and payable.
5. Plaintiff avers that the balance due is \$4,325.11 as of January 26, 2006.
6. Plaintiff avers that the Contract between the parties provides that Plaintiff is entitled to interest at the rate of 28.23% per annum.
7. Plaintiff avers that interest from January 26, 2006 to March 17, 2006 amounts to \$167.26.

8. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendants, Jeff C. Dudurich and Christopher McGarvey, individually, in the amount of \$4,492.37 with continuing interest thereon at the Contract rate of 28.23% per annum from March 17, 2006 and costs.

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

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

  
\_\_\_\_\_  
Michael J. Dougherty, Esquire  
PA I.D. #76046  
WELTMAN/WEINBERG & REIS CO., L.P.A.  
325 Chestnut Street, Suite 1120  
Philadelphia, PA 19106

WWR#:05033493

# DISCLOSURE STATEMENT, LOAN AGREEMENT, STATEMENT OF CONTRACT AND SECURITY AGREEMENT

 PENNSYLVANIA  
PERSONALLOAN  
SECURED

BORROWER (Called "you" or "your") DUDURICH, JEFF C		LENDER (Called "we", "our", or "us") ASSOCIATES CONSUMER DISCOUNT COMPANY	
PO BOX 143 COALPORT	PA 16627	3014 PLEASANT VALLEY BLVD ALTOONA	PA 16602-4491
CO-BORROWER: MCGARVEY, CHRISTOPHER L LICENSED UNDER THE CONSUMER DISCOUNT COMPANY ACT			
DATE OF LOAN 12/17/99	ACCOUNT NUMBER 0541068		
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 28.23 %	FINANCE CHARGE The dollar amount the credit will cost you. \$ 2370.03	Amount Financed The amount of credit provided to you or on your behalf. \$ 3392.79	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ 5762.82
PAYMENT SCHEDULE - Payments are payable monthly		1st Payment Date 01/20/00	
49 Payments 1 at \$ 120.42 followed by 48 at \$ 117.55 followed by 000 at \$ .00			
<b>LATE CHARGE:</b> If a payment is more than 10 days late, you will be charged 1-1/2% per month on the amount past due from the due date of the late payment to the date payment is made; however, a minimum charge of \$1.00 may be collected. <b>PREPAYMENT:</b> You will be entitled to a rebate of part of the finance charge. You will not be entitled to a refund of the prepaid finance charge. <b>SECURITY:</b> You are giving a security interest in your property as checked in the following box(es): <input checked="" type="checkbox"/> Certain household items <input checked="" type="checkbox"/> Motor Vehicle <input type="checkbox"/> You are giving a security interest in the goods or property being purchased. <input type="checkbox"/> Other			
See below and on reverse side for additional information about non-payment, default, any required repayment of your indebtedness in full before the scheduled date, prepayment refunds and security interests.			

**REPAYMENT OF LOAN:** You promise to pay us the Total of Payments in consecutive monthly payments beginning on the first payment date stated above and continuing on the same day of each month until fully paid. If there is no such date in any month that follows, then payment shall be made on the last day of that month.

You are being charged \$ 2.87 for an extended first payment due date and this amount is included in the finance charge.

**LATE CHARGE:** If any payment is more than 10 days past due, a late charge of 1-1/2% per month on the amount past due from the due date of the late payment to the date payment is made may be collected; however, a minimum charge of \$1.00 may be collected.

**RETURNED CHECK CHARGE:** If any check or draft is returned unpaid for any reason, you will pay us a fee equal to \$20.00.

**DEFAULT:** This loan will be in default if any payment is not paid when due or if you fail to comply with any of the terms of this loan transaction.

If there is a default, we have the right to declare the unpaid balance due and payable without demand or notice, and if this occurs, you shall be allowed a rebate of unearned interest as set forth in the "Prepayment in Full Rebate" section.

**ATTORNEY FEES:** You agree to pay reasonable attorney's fees should this Loan Agreement be referred for collection to an attorney who is not our salaried employee.

**PREPAYMENT IN FULL REBATE:** This Loan Agreement, or any payment thereof, may at your option be paid in whole or in part prior to maturity. If you repay the loan in full before the last payment date, we will allow a rebate of the interest for the months prepaid using the "Rule of 78's" method. No portion of the service charge will be refunded. No refund less than \$1.00 will be made.

**SECURITY FOR THIS LOAN:** You grant us a security interest in property described below. This security interest is subject to the provisions in the sections which follow.

<input checked="" type="checkbox"/> Motor Vehicle <u>See Attached Collateral Identification Schedule</u>
<input type="checkbox"/> Other (such as Boat, Recreational Vehicle, Mobile Home, etc.) <u>See Attached Collateral Identification Schedule</u>
<input checked="" type="checkbox"/> Certain Household Goods <u>See Attached Schedule "A"</u>

**INSURANCE** - You will provide insurance against loss of or damage to the property as we may reasonably require. If you fail to so insure, we may purchase such insurance, or any part thereof, but shall not be obligated to do so. To the extent that the cost of the premiums for such insurance is not included in this Loan Agreement, you agree to pay to us, upon demand, as an additional obligation secured hereunder the cost of any such insurance so purchased by us together with interest thereon at the Agreed Rate of Interest stated above.

**REPOSSESSION** - If you default in payment of this loan or fail to comply with any of the terms of this Loan Agreement, we shall have all the rights granted to a secured party under the Uniform Commercial Code including, but not limited to, the right to repossess, sell and hold you to a deficiency. If there is a surplus as a result of the sale, it will be paid to you.

**ARBITRATION:** The parties have on this date entered into a separate Arbitration Agreement, the terms of which are incorporated herein and made a part hereof by reference.

**NOTICE: SEE OTHER SIDE FOR ADDITIONAL PROVISIONS WHICH BORROWER AGREES TO, WHICH CONSTITUTE A PART OF THIS LOAN AGREEMENT.**

The Lender herein named is a licensee under the Consumer Discount Company Act of the Commonwealth of Pennsylvania.

You shall, except for the final payment on this loan, furnish us self-addressed stamped envelopes if receipts are desired for payments made by mail.

You acknowledge receipt of a completely filled-in copy of this Loan Agreement.

Dave Scamozzino Jeff C. Durdut Christopher M. Mcgarvey  
(WITNESS) (BORROWER) (BORROWER)

The undersigned is not personally liable for this loan but grants a security interest in the property described above as security for this loan.

ORIGINAL (1)
BORROWER COPY (1)
CO-BORROWER COPY (1)

BORROWER NAME AND ADDRESS: DUDURITCH, JEFF C  
PO BOX 143 COALPORT PA 16627

The following Notice is applicable if the proceeds of this loan are applied in whole or in substantial part for the purchase of goods or services from a seller who 1) refers consumers to the Lender, or 2) is affiliated with the Lender by common control, contract, or business arrangement.

**NOTICE**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**STATEMENT OF ADDITIONAL PROVISIONS**

**DELAY IN ENFORCEMENT:** We can delay enforcing our rights under this Loan Agreement without losing them. If you default in complying with any of the terms of your loan and we do not declare the loan balance immediately due and payable, this does not mean we cannot do so in the future if you default again.

**TOTAL AGREEMENT:** You agree that this Loan Agreement is the final expression of this agreement between us and you and may not be contradicted by evidence of any alleged oral agreement.

ITEMIZATION OF AMOUNT FINANCED (Sum of A, B & C) \$ 3392.79

A. AMOUNT GIVEN TO YOU DIRECTLY: \$ 3000.00 B. AMOUNT PAID ON YOUR ACCOUNT (NO.       ) \$ .00  
 Check No. 015122 \$ 3000.00

C. AMOUNTS PAID TO OTHERS ON YOUR BEHALF:

\$	<u>      </u>	<u>      </u>	To Insurance Co. for Credit Life &/or Accident & Health \$ <u>324.91</u>
\$	<u>      </u>	<u>      </u>	To Insurance Co. for Involuntary Unemployment
\$	<u>      </u>	<u>      </u>	Insurance ..... \$ <u>.00</u>
\$	<u>      </u>	<u>      </u>	To Insurance Co. for Limited Physical Damage
\$	<u>      </u>	<u>      </u>	or Vendors Single Interest Insurance ..... \$ <u>.00</u>
\$	<u>      </u>	<u>      </u>	To Insurance Co. for Personal Property
\$	<u>      </u>	<u>      </u>	Insurance ..... \$ <u>62.88</u>
\$	<u>      </u>	<u>      </u>	To Insurance Co. for Non-Filing Insurance ..... \$ <u>.00</u>
\$	<u>      </u>	<u>      </u>	To Public Officials ..... \$ <u>5.00</u>
\$	<u>      </u>	<u>      </u>	

D. SERVICE CHARGE-PREPAID FINANCE CHARGE (not part of "Amount Financed") ..... \$ 150.00

**INSURANCE:**

Credit insurance is not required to obtain this loan and will not be provided unless you sign below. Insurance provided by the Creditor may be issued by an affiliated company which expects to profit from the insurance.

TYPE	TERM OF INSURANCE	PREMIUM	SIGNATURE
Single Credit Life Insurance	First <u>049</u> months of loan	\$ <u>95.09</u>	I want single credit life insurance. <i>Jeff C. Dulat</i>
Joint Obligor Credit Life Insurance	First <u>      </u> months of loan	\$ <u>.00</u>	We want joint obligor credit life insurance.
Credit Accident and Health Insurance	First <u>049</u> months of loan	\$ <u>229.82</u>	I want credit accident and health insurance. <i>Jeff C. Dulat</i>
Involuntary Unemployment Insurance	First <u>      </u> months of loan	\$ <u>.00</u>	I want involuntary unemployment insurance.

**CANCELLATION OPTION:** If you desire to do so you may, without penalty or obligation, within fifteen days from the date set forth above, cancel all but not part of, the credit insurance coverages by returning all credit insurance certificates received in connection with the loan to the office where the loan was made. Upon cancellation, a full cash rebate of all credit insurance premiums will be made.

Property insurance may be obtained from anyone you choose or it may be furnished through an existing policy owned by you. Insurance provided by us may be from an affiliated company which expects to profit from the insurance, and the insurance does not include liability coverage for bodily injury and property damage caused to others. If you get the insurance from us, the cost will be:

Limited Physical Damage  
 or Vendors Single Interest Insurance Premium \$ .00 Term        months

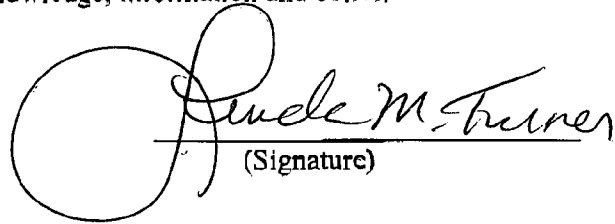
Personal Property Insurance ..... Premium \$ 62.88 Term 49 months

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 LINDA M TURNER  
(Name)

Recovery Manager of NCSCORP., Plaintiff herein, that he/she is duly  
(Title) (Company)

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,



Linda M. Turner  
(Signature)

WWR# 5033493

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101424  
NO: 06-550-CD  
SERVICE # 1 OF 2  
COMPLAINT

PLAINTIFF: ASSOCIATES CONSUMER DISCOUNT COMPANY  
vs.  
DEFENDANT: JEFF C. DUDURICH and CHRISTOPHER MCGARVEY

**SHERIFF RETURN**

---

NOW, April 18, 2006 AT 2:06 PM SERVED THE WITHIN COMPLAINT ON JEFF C. DUDURICH DEFENDANT AT 236 MAIN ST., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JEFF C. DUDURICH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED  
04/25/2006  
MAY 05 2006  
JM

William A. Shaw  
Prothonotary/Clerk of Courts

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

Service # 2 of 2 Services

Sheriff Docket # **101424**

ASSOCIATES CONSUMER DISCOUNT COMPANY

Case # 06-550-CD

vs.

JEFF C. DUDURICH and CHRISTOPHER MCGARVEY

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW May 04, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO CHRISTOPHER MCGARVEY, DEFENDANT. ATTEMPTED, WHEREABOUTS UNKNOWN.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101424  
NO: 06-550-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: ASSOCIATES CONSUMER DISCOUNT COMPANY  
vs.  
DEFENDANT: JEFF C. DUDURICH and CHRISTOPHER MCGARVEY

**SHERIFF RETURN**

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8190012	20.00
SHERIFF HAWKINS	WELTMAN	8190012	72.84

Sworn to Before Me This

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

So Answers,

  
Chester A. Hawkins  
Sheriff

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

ASSOCIATES CONSUMER  
DISCOUNT COMPANY

Plaintiff

No. 06-550-CD

vs.

COMPLAINT IN CIVIL ACTION

JEFF C. DUDURICH AND  
CHRISTOPHER MCGARVEY

Defendants

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Michael J. Dougherty, Esquire  
PA I.D. #76046  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
325 Chestnut Street, Suite 1120  
Philadelphia, PA 19106  
WWR#05033493

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

APR 07 2006

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

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

ASSOCIATES CONSUMER  
DISCOUNT COMPANY

Plaintiff

No.

vs.

COMPLAINT IN CIVIL ACTION

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Defendants

**COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND**

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COMPLAINT

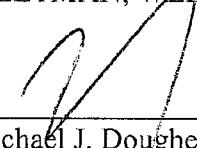
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3. Defendant, Christopher McGarvey, is an adult individual residing at 236 Main Street, Coalport, Pennsylvania 16627
3. On or about December 17, 1999, Defendants entered into a Loan & Security Agreement(hereinafter the "Contract") with Plaintiff in the amount of \$5,762.82, a true and correct copy of said Contract is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Plaintiff avers that Defendants are in default of the aforesaid Contract by having not made payment to Plaintiff as promised, thereby rendering the entire balances immediately due and payable.
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WHEREFORE, Plaintiff demands judgment against Defendants, Jeff C. Dudurich and Christopher McGarvey, individually, in the amount of \$4,492.37 with continuing interest thereon at the Contract rate of 28.23% per annum from March 17, 2006 and costs.

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

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

  
Michael J. Dougherty, Esquire  
PA I.D. #76046  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
325 Chestnut Street, Suite 1120  
Philadelphia, PA 19106

WWR#:05033493

DISCLOSURE STATEMENT, LOAN AGREEMENT,  
STATEMENT OF CONTRACT AND SECURITY AGREEMENTPENNSYLVANIA  
PERSONAL LOAN  
SECURED

BORROWER (Called "you" or "your") DUDURICH, JEFF C PO BOX 143 COALPORT PA 16627		LENDER (Called "we", "our", or "us") ASSOCIATES CONSUMER DISCOUNT COMPANY 3014 PLEASANT VALLEY BLVD ALTOONA PA 16602-4491 LICENSED UNDER THE CONSUMER DISCOUNT COMPANY ACT	
DATE OF LOAN 12/17/99	ACCOUNT NUMBER 0541068		
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 28.23 %	FINANCE CHARGE The dollar amount the credit will cost you. \$ 2370.03	Amount Financed The amount of credit provided to you or on your behalf. \$ 3392.79	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ 5762.82
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<p>LATE CHARGE: If a payment is more than 10 days late, you will be charged 1-1/2% per month on the amount past due from the due date of the late payment to the date payment is made; however, a minimum charge of \$1.00 may be collected.</p> <p>PREPAYMENT: You will be entitled to a rebate of part of the finance charge. You will not be entitled to a refund of the prepaid finance charge.</p> <p>SECURITY: You are giving a security interest in your property as checked in the following box(es):</p> <p><input checked="" type="checkbox"/> Certain household items <input checked="" type="checkbox"/> Motor Vehicle  <input type="checkbox"/> You are giving a security interest in the goods or property being purchased.  <input type="checkbox"/> Other</p> <p>See below and on reverse side for additional information about non-payment, default, any required repayment of your indebtedness in full before the scheduled date, prepayment refunds and security interests.</p>			

REPAYMENT OF LOAN: You promise to pay us the Total of Payments in consecutive monthly payments beginning on the first payment date stated above and continuing on the same day of each month until fully paid. If there is no such date in any month that follows, then payment shall be made on the last day of that month.

You are being charged \$ 2.87 for an extended first payment due date and this amount is included in the finance charge.

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If there is a default, we have the right to declare the unpaid balance due and payable without demand or notice, and if this occurs, you shall be allowed a rebate of unearned interest as set forth in the "Prepayment in Full Rebate" section.

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SECURITY FOR THIS LOAN: You grant us a security interest in property described below. This security interest is subject to the provisions in the sections which follow.

Motor Vehicle See Attached Collateral Identification Schedule  
 Other (such as Boat, Recreational Vehicle, Mobile Home, etc.) See Attached Collateral Identification Schedule  
 Certain Household Goods See Attached Schedule "A"

INSURANCE - You will provide insurance against loss of or damage to the property as we may reasonably require. If you fail to so insure, we may purchase such insurance, or any part thereof, but shall not be obligated to do so. To the extent that the cost of the premiums for such insurance is not included in this Loan Agreement, you agree to pay to us, upon demand, as an additional obligation secured hereunder the cost of any such insurance so purchased by us together with interest thereon at the Agreed Rate of interest stated above.

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NOTICE: SEE OTHER SIDE FOR ADDITIONAL PROVISIONS WHICH BORROWER AGREES TO, WHICH CONSTITUTE A PART OF THIS LOAN AGREEMENT.

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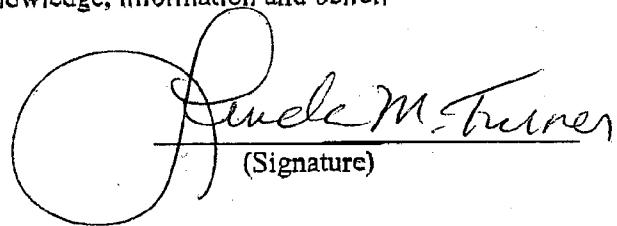
*Dawn Scamajno* *Jeff C. Durst* *Christopher L. McGarvey*  
 (WITNESS) (BORROWER) (BORROWER)  
 The undersigned is not personally liable for this loan but grants a security interest in the property described above as security for this loan.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A. C.S. §4904 relating to unsworn falsifications to authorities, that he/she is LINDA M TURNER,  
(Name)

Recovery Manager of NCSCORP., Plaintiff herein, that he/she is duly  
(Title) (Company)

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.



Linda M. Turner  
(Signature)

WWR# 5033493

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

BY: Michael J. Dougherty, Esquire  
I.D. No. 76046  
325 Chestnut Street, Suite 1120  
Philadelphia, PA 19106  
Phone: 215.599.1500  
Fax: 215.599.1505  
File # 05033493

**Attorney for Plaintiff(s)**

**ASSOCIATES CONSUMER  
DISCOUNT COMPANY**

**Clearfield County  
Court of Common Pleas**

**vs.**

**JEFF C. DUDURICH AND  
CHRISTOPHER MCGARVEY**

**NO. 06-550-CD**

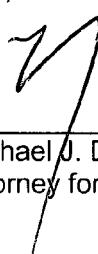
**PRAECIPE TO REINSTATE**

**TO THE PROTHONOTARY:**

Kindly reinstate the Complaint in Civil Action in the above-captioned matter.

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

By \_\_\_\_\_

  
Michael J. Dougherty, Esquire  
Attorney for Plaintiff

**FILED** 1CC-1  
M 14 2006/7/14/2006 reinstated  
**JUL 13 2006** (Compl. to  
Shff)

William A. Shaw  
Prothonotary/Clerk of Courts  
Atty pd. 7.00  
60

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

ASSOCIATES CONSUMER  
DISCOUNT COMPANY

Plaintiff

No. 06- 580 CD

vs.

COMPLAINT IN CIVIL ACTION

JEFF C. DUDURICH AND  
CHRISTOPHER MCGARVEY

Defendants

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Michael J. Dougherty, Esquire  
PA I.D. #76046  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
325 Chestnut Street, Suite 1120  
Philadelphia, PA 19106  
WWR#05033493

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

ASSOCIATES CONSUMER  
DISCOUNT COMPANY

Plaintiff No.

vs. COMPLAINT IN CIVIL ACTION

JEFF C. DUDURICH AND  
CHRISTOPHER MCGARVEY

## Defendants

**COMPLAINT IN CIVIL ACTION 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. 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.

Lawyer Referral Service  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
814-765-2641 ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation having offices in 3014 Pleasant Valley Boulevard, Altoona Pennsylvania 16602-4491.
2. Defendant, Jeff C. Dudurich, is an adult individual residing at 236 Main Street, Coalport, Pennsylvania 16627.
3. Defendant, Christopher McGarvey, is an adult individual residing at 236 Main Street, Coalport, Pennsylvania 16627
3. On or about December 17, 1999, Defendants entered into a Loan & Security Agreement(hereinafter the "Contract") with Plaintiff in the amount of \$5,762.82, a true and correct copy of said Contract is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Plaintiff avers that Defendants are in default of the aforesaid Contract by having not made payment to Plaintiff as promised, thereby rendering the entire balances immediately due and payable.
5. Plaintiff avers that the balance due is \$4,325.11 as of January 26, 2006.
6. Plaintiff avers that the Contract between the parties provides that Plaintiff is entitled to interest at the rate of 28.23% per annum.
7. Plaintiff avers that interest from January 26, 2006 to March 17, 2006 amounts to \$167.26.

8. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendants, Jeff C. Dudurich and Christopher McGarvey, individually, in the amount of \$4,492.37 with continuing interest thereon at the Contract rate of 28.23% per annum from March 17, 2006 and costs.

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

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

  
Michael J. Dougherty, Esquire  
PA I.D. #76046  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
325 Chestnut Street, Suite 1120  
Philadelphia, PA 19106

WWR#:05033493

DISCLOSURE STATEMENT, LOAN AGREEMENT,  
STATEMENT OF CONTRACT AND SECURITY AGREEMENTPENNSYLVANIA  
PERSONAL LOAN  
SECURED

BORROWER (Called "you" or "your") DUDURICH, JEFF C		LENDER (Called "we", "our", or "us") ASSOCIATES CONSUMER DISCOUNT COMPANY	
PO BOX 143 COALPORT	PA 16627	3014 PLEASANT VALLEY BLVD ALTOONA	PA 16602-4491
CO-BORROWER: MCGARVEY, CHRISTOPHER L LICENSED UNDER THE CONSUMER DISCOUNT COMPANY ACT			
DATE OF LOAN 12/17/99	ACCOUNT NUMBER 0541068		
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 28.23 %	FINANCE CHARGE The dollar amount the credit will cost you. \$ 2370.03	Amount Financed The amount of credit provided to you or on your behalf. \$ 3392.79	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ 5762.82
<b>PAYMENT SCHEDULE</b> - Payments are payable monthly 49 Payments 1 at \$ 120.42 followed by 48 at \$ 117.55 followed by 000 at \$ .00 1st Payment Date 01/20/00			
<b>LATE CHARGE:</b> If a payment is more than 10 days late, you will be charged 1-1/2% per month on the amount past due from the due date of the late payment to the date payment is made; however, a minimum charge of \$1.00 may be collected. <b>PREPAYMENT:</b> You will be entitled to a rebate of part of the finance charge. You will not be entitled to a refund of the prepaid finance charge. <b>SECURITY:</b> You are giving a security interest in your property as checked in the following box(es): <input checked="" type="checkbox"/> Certain household items <input checked="" type="checkbox"/> Motor Vehicle <input type="checkbox"/> You are giving a security interest in the goods or property being purchased. <input type="checkbox"/> Other			
See below and on reverse side for additional information about non-payment, default, any required repayment of your indebtedness in full before the scheduled date, prepayment refunds and security interests.			

**REPAYMENT OF LOAN:** You promise to pay us the Total of Payments in consecutive monthly payments beginning on the first payment date stated above and continuing on the same day of each month until fully paid. If there is no such date in any month that follows, then payment shall be made on the last day of that month.

You are being charged \$ 2.87 for an extended first payment due date and this amount is included in the finance charge.

**LATE CHARGE:** If any payment is more than 10 days past due, a late charge of 1-1/2% per month on the amount past due from the due date of the late payment to the date payment is made may be collected; however, a minimum charge of \$1.00 may be collected.

**RETURNED CHECK CHARGE:** If any check or draft is returned unpaid for any reason, you will pay us a fee equal to \$20.00.

**DEFAULT:** This loan will be in default if any payment is not paid when due or if you fail to comply with any of the terms of this loan transaction.

If there is a default, we have the right to declare the unpaid balance due and payable without demand or notice, and if this occurs, you shall be allowed a rebate of unearned interest as set forth in the "Prepayment in Full Rebate" section.

**ATTORNEY FEES:** You agree to pay reasonable attorney's fees should this Loan Agreement be referred for collection to an attorney who is not our salaried employee.

**PREPAYMENT IN FULL REBATE:** This Loan Agreement, or any payment thereof, may at your option be paid in whole or in part prior to maturity. If you repay the loan in full before the last payment date, we will allow a rebate of the interest for the months prepaid using the "Rule of 78's" method. No portion of the service charge will be refunded. No refund less than \$1.00 will be made.

**SECURITY FOR THIS LOAN:** You grant us a security interest in property described below. This security interest is subject to the provisions in the sections which follow.

Motor Vehicle See Attached Collateral Identification Schedule  
 Other (such as Boat, Recreational Vehicle, Mobile Home, etc.) See Attached Collateral Identification Schedule  
 Certain Household Goods See Attached Schedule "A"

**INSURANCE** - You will provide Insurance against loss of or damage to the property as we may reasonably require. If you fail to so insure, we may purchase such insurance, or any part thereof, but shall not be obligated to do so. To the extent that the cost of the premiums for such insurance is not included in this Loan Agreement, you agree to pay to us, upon demand, as an additional obligation secured hereunder the cost of any such insurance so purchased by us together with interest thereon at the Agreed Rate of Interest stated above.

**REPOSSESSION** - If you default in payment of this loan or fail to comply with any of the terms of this Loan Agreement, we shall have all the rights granted to a secured party under the Uniform Commercial Code including, but not limited to, the right to repossess, sell and hold you to a deficiency. If there is a surplus as a result of the sale, it will be paid to you.

**ARBITRATION:** The parties have on this date entered into a separate Arbitration Agreement, the terms of which are incorporated herein and made a part hereof by reference.

**NOTICE: SEE OTHER SIDE FOR ADDITIONAL PROVISIONS WHICH BORROWER AGREES TO, WHICH CONSTITUTE A PART OF THIS LOAN AGREEMENT.**

The Lender herein named is a licensee under the Consumer Discount Company Act of the Commonwealth of Pennsylvania.

You shall, except for the final payment on this loan, furnish us self-addressed stamped envelopes if receipts are desired for payments made by mail.

You acknowledge receipt of a completely filled-in copy of this Loan Agreement.

Dawn Scamajno Jeff C. Durlut Christopher M. Mihaly  
 (WITNESS) (BORROWER) (BORROWER)  
 The undersigned is not personally liable for this loan but grants a security interest in the property described above as security for this loan.

BORROWER NAME AND ADDRESS: DUDURICH, JEFF C.

PO BOX 143

COALPORT

PA 16627

The following Notice is applicable if the proceeds of this loan are applied in whole or in substantial part for the purchase of goods or services from a seller who 1) refers consumers to the Lender, or 2) is affiliated with the Lender by common control, contract, or business arrangement.

**NOTICE**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**STATEMENT OF ADDITIONAL PROVISIONS**

**DELAY IN ENFORCEMENT:** We can delay enforcing our rights under this Loan Agreement without losing them. If you default in complying with any of the terms of your loan and we do not declare the loan balance immediately due and payable, this does not mean we cannot do so in the future if you default again.

**TOTAL AGREEMENT:** You agree that this Loan Agreement is the final expression of this agreement between us and you and may not be contradicted by evidence of any alleged oral agreement.

**ITEMIZATION OF AMOUNT FINANCED (Sum of A, B & C) \$ 3392.79**

A. AMOUNT GIVEN TO YOU DIRECTLY: \$ 3000.00 B. AMOUNT PAID ON YOUR ACCOUNT (NO. 015122) \$ .00  
Check No. 015122 \$ 3000.00

## C. AMOUNTS PAID TO OTHERS ON YOUR BEHALF:

\$ .00	To Insurance Co. for Credit Life &/or Accident & Health	\$ 324.91
\$ .00	To Insurance Co. for Involuntary Unemployment	\$ .00
\$ .00	Insurance .....	\$ .00
\$ .00	To Insurance Co. for Limited Physical Damage	\$ .00
\$ .00	or Vendors Single Interest Insurance .....	\$ .00
\$ .00	To Insurance Co. for Personal Property	\$ .00
\$ .00	Insurance .....	\$ 62.88
\$ .00	To Insurance Co. for Non-Filing Insurance .....	\$ .00
\$ .00	To Public Officials .....	\$ 5.00
\$ .00		

D. SERVICE CHARGE-PREPARED FINANCE CHARGE (not part of "Amount Financed") ..... \$ 150.00

**INSURANCE:**

Credit insurance is not required to obtain this loan and will not be provided unless you sign below. Insurance provided by the Creditor may be issued by an affiliated company which expects to profit from the insurance.

TYPE	TERM OF INSURANCE	PREMIUM	SIGNATURE
Single Credit Life Insurance	First 049 months of loan	\$ 95.09	I want single credit life insurance. <i>Jeff C. Dulak</i>
Joint Obligor Credit Life Insurance	First ____ months of loan	\$ .00	We want joint obligor credit life insurance.
Credit Accident and Health Insurance	First 049 months of loan	\$ 229.82	I want credit accident and health insurance. <i>Jeff C. Dulak</i>
Involuntary Unemployment Insurance	First ____ months of loan	\$ .00	I want involuntary unemployment insurance.

**CANCELLATION OPTION:** If you desire to do so you may, without penalty or obligation, within fifteen days from the date set forth above, cancel, all but not part of, the credit insurance coverages by returning all credit insurance certificates received in connection with the loan to the office where the loan was made. Upon cancellation, a full cash rebate of all credit insurance premiums will be made.

Property insurance may be obtained from anyone you choose or it may be furnished through an existing policy owned by you. Insurance provided by us may be from an affiliated company which expects to profit from the insurance, and the insurance does not include liability coverage for bodily injury and property damage caused to others. If you get the insurance from us, the cost will be:

Limited Physical Damage  
or Vendors Single Interest Insurance Premium \$ .00 Term \_\_\_\_ months

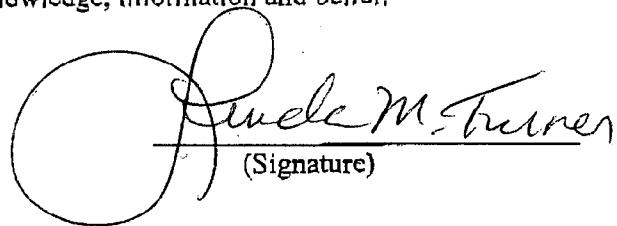
Personal Property Insurance ..... Premium \$ 62.88 Term 49 months

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A. C.S. §4904 relating to unsworn falsifications to authorities, that he/she is LINDA M TURNER,  
(Name)

Recovery Manager of NCSCORP., Plaintiff herein, that he/she is duly  
(Title) (Company)

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.



Linda M. Turner  
(Signature)

WWR# 5033493

**WELTMAN, WEINBERG & REIS CO., L.P.A.**  
BY: Michael J. Dougherty, Esquire  
I.D. No. 76046  
325 Chestnut Street, Suite 1120  
Philadelphia, PA 19106  
Phone: 215.599.1500  
Fax: 215.599.1505  
WWR # 05033493

Attorney for Plaintiff(s)

FILED *Atty pd*  
M T 5561 20.00  
JUL 28 2006  
Notice to  
William A. Shaw  
Prothonotary/Clerk of Courts  
Def.  
Statement  
to Atty

ASSOCIATES CONSUMER  
DISCOUNT COMPANY,

CLEARFIELD County  
Court of Common Pleas

vs.

JEFF C DUDURICH AND  
CHRISTOPER MCGARVEY,

06-550-CD

NO. NOVEMBER 2003 3832

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter judgment against Defendant, Jeff C. Dudurich, in the default of an Answer, in the amount of \$4,4832.87 computed as follows:

Amount claimed in Complaint	4,492.37
Interest from March 17, 2006 to June 23, 2006 at the legal interest rate of 6% per annum	340.50
<b>TOTAL</b>	<b>4,832.87</b>

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with Pa.R.Civ.P. 237.1 on the dates indicated on the Notices.

I certify Plaintiff's address as Associates Consumer Discount Company, c/o Weltman, Weinberg & Reis Co., LPA, 325 Chestnut Street, Suite 1120, Philadelphia, Pennsylvania 19106 and that Defendant, Jeff Dudurich, last known address is 236 MAIN ST COALPORT,PA 16627.

Weltman, Weinberg & Reis Co., LPA

By *[Signature]*  
Michael J. Dougherty, Esquire

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

NATIONWIDE CREDIT SERVICES

Plaintiff

Case # 06-550-CD

JEFF C DUDURICH

Defendant (s)

IMPORTANT NOTICE

TO: JEFF C DUDURICH  
236 MAIN ST  
COALPORT, PA 16627

Date of Notice: May 15, 2006  
WWR#: 05033493

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

CARBON COUNTY  
NORTH PENN LEGAL SERVICES  
122-124 IRON STREET  
LEHIGHTON, PA 18235  
(610) 377-5400

BY:   
MICHAEL J. DOUGHERTY, ESQUIRE  
PA I.D. #76046  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
325 CHESTNUT STREET, SUITE 1120  
PHILADELPHIA, PA 19106  
(215) 599-1500

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

ASSOCIATES CONSUMER  
DISCOUNT COMPANY

Case no: 06 550 CD

Plaintiff  
vs.

**NON-MILITARY AFFIDAVIT**

JEFF C DUDURICH AND  
CHRISTOPHER MCGARVEY

Defendant

The undersigned, Michael J. Dougherty, attorney for the Plaintiff, who first being duly sworn, according to law, deposes and states as follows:

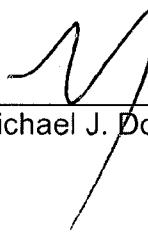
That he/she is the duly authorized agent of the Plaintiff in the within matter.

That the within Affidavit is made pursuant to and in accordance with the Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

That based upon investigation it is the undersigned's belief that the Defendant, Jeff C. Dudurich is not in the military service; and

That this belief is supported by the attached certification of Robert J. Brandewie, Director of the Department of Defense – Manpower Data Center.

Weltman, Weinberg & Reis Co., LPA

By   
Michael J. Dougherty, Esquire

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Department of Defense Manpower Data Center

JUN-23-2006 10:16:17



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
DUDURICH	JEFF		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

*Robert J. Erandewie*

Robert J. Erandewie, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq.] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

*Report ID:ISWFFRWHSF*

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

ASSOCIATES CONSUMER  
DISCOUNT COMPANY

Plaintiff

vs.

NO. 06 550 CD

JEFF C DUDURICH AND  
CHRISTOPHER MCGARVEY

Defendants

NOTICE OF JUDGMENT OR ORDER AS TO JEFF C DUDURICH

TO:  Plaintiff  
 Defendant  
 Garnishee

You are hereby notified that the  
following Order or Judgment was  
entered against you on 7/28/06

Assumpsit Judgment in the amount of \$4,832.87 plus interest and  
costs.

Trespass Judgment in the amount of \$ plus interest and  
costs.

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

Entry of Judgment of  
 Court Order  
 Non-Pro  
 Confession  
 Default  
 Verdict  
 Arbitration  
Award

Prothonotary

  
By: \_\_\_\_\_  
PROTHONOTARY (OR DEPUTY)

Michael J. Dougherty, Esquire  
Wetman, Weinberg & Reis Co., LPA  
325 Chestnut Street, Suite 1120  
Philadelphia, PA 19106  
215.599.1500  
Our File No. 05033493

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

Associates Consumer Discount Company  
Plaintiff(s)

No.: 2006-00550-CD

Real Debt: \$4,832.87

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jeff C. Dudurich  
Christopher McGarvey  
Defendant(s)

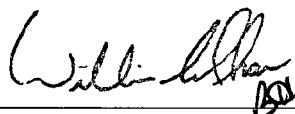
Entry: \$20.00

Instrument: Default Judgment against Jeff C.  
Dudurich ONLY

Date of Entry: July 28, 2006

Expires: July 28, 2011

Certified from the record this 28th day of July, 2006.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

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

Service # 1 of 1 Services

**Sheriff Docket # 101715**

ASSOCIATES CONSUMER DISCOUNT COMPANY

Case # 06-550-CD

vs.

JEFF C. DUDURICH and  
CHRISTOPHER MCGARVEY

TYPE OF SERVICE COMPLAINT & PRAECIPE

**SHERIFF RETURNS**

NOW August 04, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT & PRAECIPE "NOT FOUND" AS TO CHRISTOPHER MCGARVEY, DEFENDANT. NEW: 122 S. FRONT ST. APT #2, PHILIPSBURG, CENTRE.

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8276379	10.00
SHERIFF HAWKINS	WELTMAN	8276379	29.92

**FILED**

AUG 04 2006  
0/250 [Signature]  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before me This

So Answers,

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

*Chester A. Hawkins*  
*By Marley Hause*  
Chester A. Hawkins  
Sheriff

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

ASSOCIATES CONS DIS CO

Plaintiff No. 06 550 CD

vs.

**PRAECIPE FOR WRIT OF EXECUTION  
(BANK ATTACHMENT ONLY)**

JEFF C DUDURICH

Defendant

M & T BANK,

Garnishee,

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Michael J Dougherty, Esquire  
PA I.D. #76046  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
325 CHESTNUT STREET  
STE 1120  
PHILADELPHIA, PA 19106  
(215)599-1500

WWR#05033493

**FILED** Atty pd. 20.00  
M 10/21/06 1CC D-7 Writs  
DEC 11 2006 to Sheriff

William A. Shaw  
Prothonotary/Clerk of Courts

(6x)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION  
ASSOCIATES CONS DIS CO

Plaintiff

vs.

Civil Action No. 06 550 CD

JEFF C DUDURICH

Defendant

M & T BANK,

Garnishee

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of CLEARFIELD County:
2. against JEFF C DUDURICH, Defendant
3. against M & T BANK, Garnishee
4. Judgment Amount \$ 4,832.87

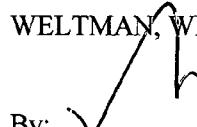
Interest 11/29/2006 \$ 98.50

Costs \$

**SUBTOTAL:** \$ 4,931.37

Costs (to be added by Prothonotary): **Prothonotary costs** \$ 132.00

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

By: 

Michael J Dougherty, Esquire  
PA I.D. #76046  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
325 CHESTNUT STREET  
STE 1120  
PHILADELPHIA, PA 19106  
(215)599-1500  
WWR#05033493

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

CC. ✓

ASSOCIATES CONS DIS CO  
Plaintiff

vs.

Civil Action No. 06 550 CD

JEFF C DUDURICH  
Defendant

M & T BANK  
Garnishee

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: JEFF C DUDURICH Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;

(2) If property of the defendant 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/her/them that he/she/they has been added as a garnishee and is enjoined as above stated.

Amount due ..... \$ 4,931.37

Costs to be added ..... \$ 132.00 Prothonotary costs

Prothonotary

Willie L. Shan  
Deputy

DATED: 12/11/00

WWR#05033493

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.

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

## ASSOCIATES CONS DIS CO

Plaintiff No. 06 550 CD

VS.

**INTERROGATORIES IN ATTACHMENT  
SS# 160-64-7574**

JEFF C DUDURICH

**Defendant**

and

M & T BANK

## Garnishee

FILED ON BEHALF OF:  
Plaintiff

**COUNSEL OF RECORD OF  
THIS PARTY:**

Michael J Dougherty, Esquire  
PA I.D. #76046  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
325 CHESTNUT STREET  
STE 1120  
PHILADELPHIA, PA 19106  
(215)599-1500  
WWR#05033493

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

ASSOCIATES CONS DIS CO

Plaintiff

vs.

Civil Action No.: 06 550 CD

JEFF C DUDURICH  
Defendant

and

M & T BANK  
Garnishee

TO: M & T BANK Suggested Reference No.: 160-64-7574  
621 SPRING STREET  
HOUTZDALE, PA 16651

**IMPORTANT NOTICES TO GARNISHEE!**

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

## **INTERROGATORIES IN ATTACHMENT**

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason?

2. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

3. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

4. If the answer to Interrogatory 3 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

5. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

6. If the answer to Interrogatory 5 is in the affirmative, describe the nature, fair market value, and present location of each of said properties.

7. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

8. If the answer to Interrogatory 7 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

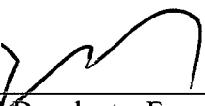
9. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

10. If the answer to Interrogatory 9 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

11. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

12. If the answer to Interrogatory 11 is in the affirmative, describe the amount or nature, fair market value and present location of each of such payments and properties.

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

By: 

Michael J. Dougherty, Esquire

PA I.D. #76046

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

325 CHESTNUT STREET

STE 1120

PHILADELPHIA, PA 19106

(215)599-1500

WWR#05033493

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

ASSOCIATES CONS DIS CO

**Plaintiff**

**No. 06 550 CD**

vs.

JEFF C DUDURICH  
236 MAIN ST  
COALPORT, PA 16627

**Defendant**

and

M & T BANK

**Garnishee**

**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 and sold by the Sheriff to satisfy your debts. **SUCH PROPERTY IS SAID TO BE EXEMPT**. No matter what you may owe, there is a **DEBTOR'S EXEMPTION** established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions which may be applicable to you. Listed below is a summary of some of the major exemptions. You may have other exemptions or other rights. If you have an exemption, you should do the following promptly:

- (1) Complete the claim form on the opposite side and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court when and where you are told to appear 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.**

LAWYER REFERRAL SERVICE

#### MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 exemptions set by law.
2. All wearing apparel used by yourself and all family members.
3. Bibles, school books, sewing machines, uniforms & equipment.
4. Tools of your trade such as carpenter's tools.
5. Most wages & unemployment benefits.
6. Social Security benefits, certain retirement funds and accounts.
7. Certain veteran & armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

**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 statutory \$300.00 exemption be:  
 (1) set aside in kind (specify property, to be set aside in kind):  
\_\_\_\_\_

(b)  (2) paid in cash following the sale of the property levied upon; or  
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 \$300.00 statutory exemption:  in cash  in kind  
(specify property):  
\_\_\_\_\_

(b) Social Security benefits on deposit in the amount of \$ \_\_\_\_\_  
(c) Other (specify amount & basis for exemption):  
\_\_\_\_\_

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

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:**

CLEARFIELD COUNTY

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20489  
NO: 06-550-CD

PLAINTIFF: ASSOCIATES CONS DIS CO.

vs.

DEFENDANT: JEFF C. DUDURICH

Execution INTERROGATORIES TO GARNISHEE

**SHERIFF RETURN**

---

DATE RECEIVED WRIT: 12/11/2006

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 01/09/2007

DATE DEED FILED

PROPERTY ADDRESS , PA

**SERVICES**

01/05/2007 @ SERVED M & T BANK

SERVED M&T BANK, GARNISHEE, BY HANDING TO DIANE SMOLKO, MANAGER OF M&T BANK, AT HER PLACE OF EMPLOYMENT M & T BANK, 621 SPRING STREET, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE.

FILED NO CC  
01/25/07  
JAN 09 2007  
LW

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20489  
NO: 06-550-CD

PLAINTIFF: ASSOCIATES CONS DIS CO.

vs.

DEFENDANT: JEFF C. DUDURICH

Execution INTERROGATORIES TO GARINISHEE

**SHERIFF RETURN**

---

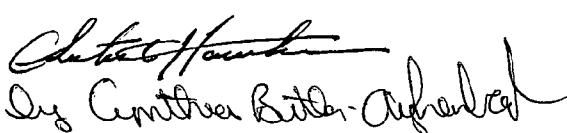
SHERIFF HAWKINS \$35.85

SURCHARGE \$10.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,

  
by Cynthia Bitter-Alford  
Chester A. Hawkins  
Sheriff

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

ASSOCIATES CONS DIS CO  
Plaintiff

vs.

Civil Action No. 06 550 CD

JEFF C DUDURICH  
Defendant

M & T BANK  
Garnishee

**WRIT OF EXECUTION**

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: JEFF C DUDURICH Defendant(s);

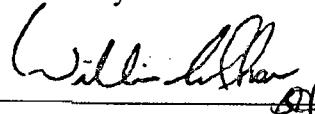
(1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;

(2) If property of the defendant 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/her/them that he/she/they has been added as a garnishee and is enjoined as above stated.

Amount due ..... \$ 4,931.37

Costs to be added..... \$ 132.00 Prothonotary costs

Prothonotary



Deputy

DATED: 12/11/06

WWR#05033493

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.

Received December 11, 2006 @ 3:15 P.M.  
Chesta A. Butterfield  
by Cynthia Butterfield

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

FILED NO  
M 112-4984  
JAN 16 2007  
S

William A. Shaw  
Prothonotary/Clerk of Courts

Associates Cons Dic C CIVIL ACTION  
(Plaintiff)

No. 06-550 CD

Street Address

Type of Case: Civil / Writ of  
Execution

City, State ZIP

Type of Pleading: Interrogatories

Filed on Behalf of:

VS.

Jeff C Dudurich Garnishee  
(Plaintiff/Defendant)

Street Address

City, State ZIP

Jan Glasgow M&T Bank  
(Filed by)

P.O. Box 844 Bflo, NY  
(Address) 14240

716-635-0210  
(Phone)

Jan Glasgow  
(Signature) JANICE M. GLASGOW  
M&T BANK

### INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason?

No

2. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms; face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

N/A

3. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

No

M & T BANK  
HAS NO OPEN ACCOUNTS  
FOR ABOVE NAMES

4. If the answer to Interrogatory 3 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

N/A

5. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

No

6. If the answer to Interrogatory 5 is in the affirmative, describe the nature, fair market value, and present location of each of said properties.

N/A

7. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

No

8. If the answer to Interrogatory 7 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

PIA

9. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

No

10. If the answer to Interrogatory 9 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

PIA

M & T BANK  
HAS NO OPEN ACCOUNTS  
FOR ABOVE NAME

11. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

No

12. If the answer to Interrogatory 11 is in the affirmative, describe the amount or nature, fair market value and present location of each of such payments and properties.

*Janice M. Glasgow*

JANICE M. GLASGOW

JANICE M. GLASGOW  
M&T BANK 01 1107

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

By:

*Michael J. Dougherty, Esquire*

PA I.D. #76046

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

325 CHESTNUT STREET

STE 1120

PHILADELPHIA, PA 19106

(215)599-1500

WWR#05033493

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Associates Cons Dis Co  
(Plaintiff)

CIVIL ACTION

No. de-550CD

Type of Case: Civil

Type of Pleading: \_\_\_\_\_

Filed on Behalf of:

VS.

Jeff C. Duburich  
(Defendant)

Plaintiff

(Plaintiff) Defendant

(Street Address)

(City, State ZIP)

M & T BANK  
(File) LEGAL DOCUMENT PROCESSING  
P.O. BOX 844  
BUFFALO, NY 14240

(Address)

716-635-0210

(Phone)

(Signature)

*GR* *WILLIAM C. PALMER*  
M & T BANK

FILED NO. 145  
JAN 26 2001  
2001

William A. Shaw  
Prothonotary/Clerk of Courts

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

ASSOCIATES CONS DIS CO

Plaintiff

vs.

Civil Action No.: 06 550 CD

JEFF C DUDURICH  
Defendant

and

M & T BANK  
Garnishee

TO: M & T BANK  
621 SPRING STREET  
HOUTZDALE, PA 16651

Suggested Reference No.: 160-64-7574

**IMPORTANT NOTICES TO GARNISHEE!**

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

**INTERROGATORIES IN ATTACHMENT**

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason?

No

2. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

No

M & T BANK  
HAS NO OPEN ACCOUNTS  
FOR ABOVE NAMED

3. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

No

4. If the answer to Interrogatory 3 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

No

5. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

No

6. If the answer to Interrogatory 5 is in the affirmative, describe the nature, fair market value, and present location of each of said properties.

No

7. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

No

8. If the answer to Interrogatory 7 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

Na

9. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

No

10. If the answer to Interrogatory 9 is in the affirmative, describe the nature, fair market value, and present location of each of such properties.

Na

11. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

No

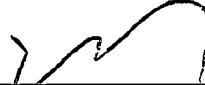
12. If the answer to Interrogatory 11 is in the affirmative, describe the amount or nature, fair market value and present location of each of such payments and properties.

Na

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

JAN 18 2007

TALIA S. PALMER  
M&T BANK

By: 

Michael J. Dougherty, Esquire

PA I.D. #76046

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

325 CHESTNUT STREET

STE 1120

PHILADELPHIA, PA 19106

(215)599-1500

WWR#05033493

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

BY: Michael J. Dougherty, Esquire  
I.D. No. 76046  
325 Chestnut Street, Suite 501  
Philadelphia, PA 19106  
Phone: 215.599.1500  
Fax: 215.599.1505  
File # 05033493

**Attorney for Plaintiff(s)**

---

ASSOCIATES CONS DIS CO	}	Clearfield County
	}	Court of Common Pleas
vs.	}	
	}	
JEFF C DUDURICH	}	<b>NO. 06 550 CD</b>

**PRAECIPE TO WITHDRAW WRIT OF EXECUTION AS TO GARNISHEE, M & T BANK**

TO THE PROTHONOTARY:

Kindly withdraw Plaintiff's Writ of Execution as to Garnishee, M & T Bank, in the above-captioned matter.

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

By 

Michael J. Dougherty, Esquire  
Attorney for Plaintiff

FILED *m110834* No cc  
FEB 12 2007 Copy to  
Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts *(6K)*

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

BY: Michael J. Dougherty, Esquire  
I.D. No. 76046  
325 Chestnut Street, Suite 501  
Philadelphia, PA 19106  
Phone: 215.599.1500  
Fax: 215.599.1505  
File # 05033493

**Attorney for Plaintiff(s)**

ASSOCIATES CONSUMER DISCOUNT  
COMPANY

vs.

JEFF C DUDURICH  
CHRISTOPHER MCGARVEY

CLEARFIELD COUNTY  
COURT OF COMMON PLEAS

**No.: 06-550-CD**

**PRAECIPE TO DISMISS WITHOUT PREJUDICE  
AS TO CHRISTOPHER MCGARVEY ONLY**

TO THE PROTHONOTARY:

Kindly dismiss the above matter without prejudice as to Defendant Christopher McGarvey only.

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

By

Michael J. Dougherty, Esquire  
Attorney for Plaintiff

FILED 10:02am Dougherty  
FEB 22 2010

William A. Shaw  
Prothonotary/Clerk of Courts

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

BY: Michael J. Dougherty, Esquire  
I.D. No. 76046  
325 Chestnut Street, Suite 1120  
Philadelphia, PA 19106  
Phone: 215.599.1500  
Fax: 215.599.1505  
File # 05033493

**Attorney for Plaintiff(s)**

**ASSOCIATES CONSUMER  
DISCOUNT COMPANY**

Clearfield County  
Court of Common Pleas

vs.

JEFF C. DUDURICH AND  
CHRISTOPHER MCGARVEY

**NO. 06-550-CD**

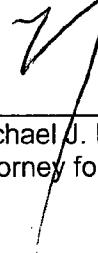
**PRAECIPE TO REINSTATE**

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in Civil Action in the above-captioned matter.

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

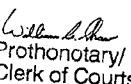
By \_\_\_\_\_

  
Michael J. Dougherty, Esquire  
Attorney for Plaintiff

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

**JUL 13 2006**

Attest.

  
Prothonotary/  
Clerk of Courts

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

ASSOCIATES CONSUMER  
DISCOUNT COMPANY

Plaintiff

vs.

JEFF C. DUDURICH AND  
CHRISTOPHER MCGARVEY

Defendants

No. 06-560 CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Michael J. Dougherty, Esquire  
PA I.D. #76046  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
325 Chestnut Street, Suite 1120  
Philadelphia, PA 19106  
WWR#05033493

7-13-06 Document  
Reinstated/Rescued to Sheriff/Attorney  
for service. *Willie L. Lash*  
Deputy Prothonotary

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

ASSOCIATES CONSUMER  
DISCOUNT COMPANY

Plaintiff No.

vs. COMPLAINT IN CIVIL ACTION

JEFF C. DUDURICH AND  
CHRISTOPHER MCGARVEY

Defendants

**COMPLAINT IN CIVIL ACTION 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. 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

Lawyer Referral Service  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
814-765-2641 ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation having offices in 3014 Pleasant Valley Boulevard, Altoona Pennsylvania 16602-4491.
2. Defendant, Jeff C. Dudurich, is an adult individual residing at 236 Main Street, Coalport, Pennsylvania 16627.
3. Defendant, Christopher McGarvey, is an adult individual residing at 236 Main Street, Coalport, Pennsylvania 16627
3. On or about December 17, 1999, Defendants entered into a Loan & Security Agreement(hereinafter the "Contract") with Plaintiff in the amount of \$5,762.82, a true and correct copy of said Contract is attached hereto, marked as Exhibit "1" and made a part hereof.
4. Plaintiff avers that Defendants are in default of the aforesaid Contract by having not made payment to Plaintiff as promised, thereby rendering the entire balances immediately due and payable.
5. Plaintiff avers that the balance due is \$4,325.11 as of January 26, 2006.
6. Plaintiff avers that the Contract between the parties provides that Plaintiff is entitled to interest at the rate of 28.23% per annum.
7. Plaintiff avers that interest from January 26, 2006 to March 17, 2006 amounts to \$167.26.

8. Although repeatedly requested to do so by Plaintiff, Defendants have willfully failed and/or refused to pay the principal balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendants, Jeff C. Dudurich and Christopher McGarvey, individually, in the amount of \$4,492.37 with continuing interest thereon at the Contract rate of 28.23% per annum from March 17, 2006 and costs.

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

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

Michael J. Dougherty, Esquire  
PA I.D. #76046  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
325 Chestnut Street, Suite 1120  
Philadelphia, PA 19106

WWR#:05033493

DISCLOSURE STATEMENT, LOAN AGREEMENT,  
STATEMENT OF CONTRACT AND SECURITY AGREEMENTPENNSYLVANIA  
PERSONAL LOAN  
SECURED

BORROWER (Called "you" or "your") DUDURICH, JEFF C		LENDER (Called "we", "our", or "us") ASSOCIATES CONSUMER DISCOUNT COMPANY	
PO BOX 143 COALPORT PA 16627		3014 PLEASANT VALLEY BLVD ALTOONA PA 16602-4491	
CO-BORROWER: MCGARVEY, CHRISTOPHER L		LICENSED UNDER THE CONSUMER DISCOUNT COMPANY ACT	
DATE OF LOAN 12/17/99	ACCOUNT NUMBER 0541068		
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 28.23 %	FINANCE CHARGE The dollar amount the credit will cost you. 2370.03	Amount Financed The amount of credit provided to you or on your behalf. \$ 3392.79	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ 5762.82
<b>PAYMENT SCHEDULE</b> - Payments are payable monthly 49 Payments 1 at \$ 120.42 followed by 48 at \$ 117.55 followed by 000 at \$ .00			
1st Payment Date 01/20/00			
<b>LATE CHARGE:</b> If a payment is more than 10 days late, you will be charged 1-1/2% per month on the amount past due from the due date of the late payment to the date payment is made; however, a minimum charge of \$1.00 may be collected.			
<b>PREPAYMENT:</b> You will be entitled to a rebate of part of the finance charge. You will not be entitled to a refund of the prepaid finance charge.			
<b>SECURITY:</b> You are giving a security interest in your property as checked in the following box(es):			
<input checked="" type="checkbox"/> Certain household items <input checked="" type="checkbox"/> Motor Vehicle <input type="checkbox"/> You are giving a security interest in the goods or property being purchased. <input type="checkbox"/> Other			
See below and on reverse side for additional information about non-payment, default, any required repayment of your indebtedness in full before the scheduled date, prepayment refunds and security interests.			

**REPAYMENT OF LOAN:** You promise to pay us the Total of Payments in consecutive monthly payments beginning on the first payment date stated above and continuing on the same day of each month until fully paid. If there is no such date in any month that follows, then payment shall be made on the last day of that month.

You are being charged \$ 2.87 for an extended first payment due date and this amount is included in the finance charge.

**LATE CHARGE:** If any payment is more than 10 days past due, a late charge of 1-1/2% per month on the amount past due from the due date of the late payment to the date payment is made may be collected; however, a minimum charge of \$1.00 may be collected.

**RETURNED CHECK CHARGE:** If any check or draft is returned unpaid for any reason, you will pay us a fee equal to \$20.00.

**DEFAULT:** This loan will be in default if any payment is not paid when due or if you fail to comply with any of the terms of this loan transaction.

If there is a default, we have the right to declare the unpaid balance due and payable without demand or notice, and if this occurs, you shall be allowed a rebate of unearned interest as set forth in the "Prepayment in Full Rebate" section.

**ATTORNEY FEES:** You agree to pay reasonable attorney's fees should this Loan Agreement be referred for collection to an attorney who is not our salaried employee.

**PREPAYMENT IN FULL REBATE:** This Loan Agreement, or any payment thereof, may at your option be paid in whole or in part prior to maturity. If you repay the loan in full before the last payment date, we will allow a rebate of the interest for the months prepaid using the "Rule of 78's" method. No portion of the service charge will be refunded. No refund less than \$1.00 will be made.

**SECURITY FOR THIS LOAN:** You grant us a security interest in property described below. This security interest is subject to the provisions in the sections which follow.

Motor Vehicle See Attached Collateral Identification Schedule  
 Other (such as Boat, Recreational Vehicle, Mobile Home, etc.) See Attached Collateral Identification Schedule  
 Certain Household Goods See Attached Schedule "A"

**INSURANCE** - You will provide insurance against loss of or damage to the property as we may reasonably require. If you fail to so insure, we may purchase such insurance, or any part thereof, but shall not be obligated to do so. To the extent that the cost of the premiums for such insurance is not included in this Loan Agreement, you agree to pay to us, upon demand, as an additional obligation secured hereunder the cost of any such insurance so purchased by us together with interest thereon at the Agreed Rate of Interest stated above.

**REPOSSESSION** - If you default in payment of this loan or fail to comply with any of the terms of this Loan Agreement, we shall have all the rights granted to a secured party under the Uniform Commercial Code including, but not limited to, the right to repossess, sell and hold you to a deficiency. If there is a surplus as a result of the sale, it will be paid to you.

**ARBITRATION:** The parties have on this date entered into a separate Arbitration Agreement, the terms of which are incorporated herein and made a part hereof by reference.

**NOTICE: SEE OTHER SIDE FOR ADDITIONAL PROVISIONS WHICH BORROWER AGREES TO, WHICH CONSTITUTE A PART OF THIS LOAN AGREEMENT.**

The Lender herein named is a licensee under the Consumer Discount Company Act of the Commonwealth of Pennsylvania.

You shall, except for the final payment on this loan, furnish us self-addressed stamped envelopes if receipts are desired for payments made by mail.

You acknowledge receipt of a completely filled-in copy of this Loan Agreement.

Dawn Scamozino  
(WITNESS)

Jeff C. Durdik  
(BORROWER)

Christopher M. Murphy  
(BORROWER)

The undersigned is not personally liable for this loan but grants a security interest in the property described above as security for this loan.

ORIGINAL (1)
BORROWER COPY (1)
CO-BORROWER COPY (1)

EXHIBIT

BORROWER NAME AND ADDRESS: DUDURICH, JEFF C

PO BOX 143

COALPORT

PA 16627

The following Notice is applicable if the proceeds of this loan are applied in whole or in substantial part for the purchase of goods or services from a seller who 1) refers consumers to the Lender, or 2) is affiliated with the Lender by common control, contract, or business arrangement.

**NOTICE**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**STATEMENT OF ADDITIONAL PROVISIONS**

**DELAY IN ENFORCEMENT:** We can delay enforcing our rights under this Loan Agreement without losing them. If you default in complying with any of the terms of your loan and we do not declare the loan balance immediately due and payable, this does not mean we cannot do so in the future if you default again.

**TOTAL AGREEMENT:** You agree that this Loan Agreement is the final expression of this agreement between us and you and may not be contradicted by evidence of any alleged oral agreement.

ITEMIZATION OF AMOUNT FINANCED (Sum of A, B & C) \$ 3392.79

A. AMOUNT GIVEN TO YOU DIRECTLY: \$ 3000.00 B. AMOUNT PAID ON YOUR ACCOUNT (NO.       ) \$       .00  
Check No. 015122 \$ 3000.00

## C. AMOUNTS PAID TO OTHERS ON YOUR BEHALF:

\$ <u>      .00</u>	To Insurance Co. for Credit Life &/or Accident & Health \$ <u>324.91</u>
\$ <u>      .00</u>	To Insurance Co. for Involuntary Unemployment
\$ <u>      .00</u>	Insurance ..... \$ <u>      .00</u>
\$ <u>      .00</u>	To Insurance Co. for Limited Physical Damage
\$ <u>      .00</u>	or Vendors Single Interest Insurance ..... \$ <u>      .00</u>
\$ <u>      .00</u>	To Insurance Co. for Personal Property
\$ <u>      .00</u>	Insurance ..... \$ <u>62.88</u>
\$ <u>      .00</u>	To Insurance Co. for Non-Filing Insurance ..... \$ <u>      .00</u>
\$ <u>      .00</u>	To Public Officials ..... \$ <u>      5.00</u>
\$ <u>      .00</u>	

D. SERVICE CHARGE-PREPARED FINANCE CHARGE (not part of "Amount Financed") ..... \$ 150.00**INSURANCE:**

Credit insurance is not required to obtain this loan and will not be provided unless you sign below. Insurance provided by the Creditor may be issued by an affiliated company which expects to profit from the insurance.

TYPE	TERM OF INSURANCE	PREMIUM	SIGNATURE
Single Credit Life Insurance	First <u>049</u> months of loan	\$ <u>95.09</u>	I want single credit life insurance. <i>J.W. Decker</i>
Joint Obligor Credit Life Insurance	First <u>      </u> months of loan	\$ <u>      .00</u>	We want joint obligor credit life insurance.
Credit Accident and Health Insurance	First <u>049</u> months of loan	\$ <u>229.82</u>	I want credit accident and health insurance. <i>J.W. Decker</i>
Involuntary Unemployment Insurance	First <u>      </u> months of loan	\$ <u>      .00</u>	I want involuntary unemployment insurance.

**CANCELLATION OPTION:** If you desire to do so you may, without penalty or obligation, within fifteen days from the date set forth above, cancel all but not part of, the credit insurance coverages by returning all credit insurance certificates received in connection with the loan to the office where the loan was made. Upon cancellation, a full cash rebate of all credit insurance premiums will be made.

Property insurance may be obtained from anyone you choose or it may be furnished through an existing policy owned by you. Insurance provided by us may be from an affiliated company which expects to profit from the insurance, and the insurance does not include liability coverage for bodily injury and property damage caused to others. If you get the insurance from us, the cost will be:

Limited Physical Damage  
or Vendors Single Interest Insurance Premium \$       .00 Term        months

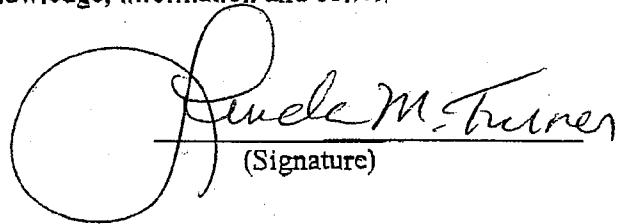
Personal Property Insurance ..... Premium \$ 62.88 Term 49 months

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A. C.S. §4904 relating to unsworn falsifications to authorities, that he/she is LINDA M TURNER,  
(Name)

Recovery Manager of NCSCORP., Plaintiff herein, that he/she is duly  
(Title) (Company)

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.



Linda M. Turner  
(Signature)

WWR# 5033493