

06-808-CD
Comm Financial Sys. Vs Melissa Anders

2006-808-CD
Comm Fi et al vs Melissa Anders

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS,
INC., assignee of UNIFUND CCR PARTNERS
assignee of CITIBANK

NO. 06-808-C
IN CIVIL ACTION

Plaintiff(s)

-vs-

MELISSA ANDERS

Defendant(s)

COMPLAINT

CODE-
FILED ON BEHALF OF
PLAINTIFF

**COUNSEL OF RECORD
FOR THIS PARTY:**

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

FILED *Atty pd. 85.00*
M/3/4864
MAY 22 2006 *CC Shaff*

William A. Shaw
Prothonotary/Clerk of Courts

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

**COMMONWEALTH FINANCIAL SYSTEMS,
INC., assignee of UNIFUND CCR PARTNERS
assignee of CITIBANK**

**NO.
IN CIVIL ACTION**

Plaintiff(s)

-vs-

MELISSA ANDERS

Defendant(s)

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice, for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

**Keystone Legal Services
211 1/2 East Locust Street
Clearfield, PA 16830
814-765-9646**

COMPLAINT

1. Plaintiff is a corporation having offices at 120 North Keyser Avenue, Scranton, PA 18504, and as the assignee of Unifund CCR Partners, assignee of Citibank, stands in its assignor's stead, and all are hereinafter referred to interchangeably as "Plaintiff".
2. Defendant is an individual whose address is 3263 Crossroads Blvd., Beccaria, Clearfield County, Pennsylvania 16616.

COUNT ONE

3. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card account #5424180164193309 by Plaintiff at the terms and conditions agreed upon by the parties.
4. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using credit card to make purchases and/or cash advances.
5. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.
6. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
9. Plaintiff avers that the balance due amounts to \$11,330.28, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "A" and made a part hereof.

10. Plaintiff avers that the interest has accrued at the rate of 28.74% per annum on the balance due from March 11, 2005.
11. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing, which Plaintiff avers will amount to 25% of the balance due.
12. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in Count One of the Complaint in the amount of \$11,330.28, with appropriate additional interest from March 11, 2005, plus attorneys' fees and costs.

COUNT TWO

13. Plaintiff incorporates herein as if restated verbatim paragraphs 1 through 12.
14. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card account #5491130359672805 by Plaintiff at the terms and conditions agreed upon by the parties.
15. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using credit card to make purchases and/or cash advances.
16. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.

17. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
18. Plaintiff avers that the balance due amounts to \$10,266.19, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "B" and made a part hereof.
19. Plaintiff avers that the interest has accrued at the rate of 28.74% per annum on the balance due from July 31, 2005.
20. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing, which Plaintiff avers will amount to 25% of the balance due.
21. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in Count Two of the Complaint in the amount of \$10,266.19, with appropriate additional interest from July 31, 2005, plus attorneys' fees and costs.

COUNT THREE

22. Plaintiff incorporates herein as if restated verbatim paragraphs 13 through 21.
23. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card account #5491130377791041 by Plaintiff at the terms and conditions agreed upon by the parties.

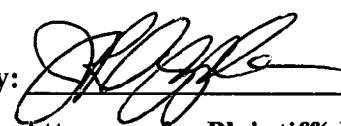
24. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using credit card to make purchases and/or cash advances.
25. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.
26. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
27. Plaintiff avers that the balance due amounts to \$5,318.66, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "C" and made a part hereof.
28. Plaintiff avers that the interest has accrued at the rate of 28.74% per annum on the balance due from July 31, 2005.
29. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing, which Plaintiff avers will amount to 25% of the balance due.
30. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in Count Three of the Complaint in the amount of \$5,318.66, with appropriate additional interest from July 31, 2005, plus attorneys' fees and costs.

WHEREFORE, Plaintiff demands Judgment against Defendant in all Counts of the Complaint in the amount of \$26,915.13, with appropriate additional interest, plus attorneys' fees and costs.

APPLE AND APPLE, P.C.

By:



Attorneys for Plaintiff(s)

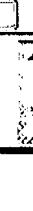
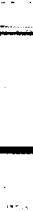
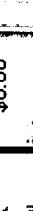
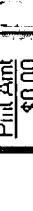
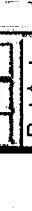
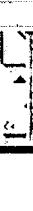
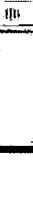
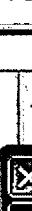
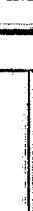
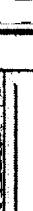
Debtmaster Enterprise

File Edit Tasks TaskOptions Window Help



Index

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Account Details Window

Debt ID	1894401	Type	Consumer	SSN	DOB	DL	ST	Name	James Apple, Esquire	Attorney ID	1013
Name	MELISSA A ANDERS							Firm	Apple & Apple, PC		
Address	3263 Crossroads Blvd		Status	311-Agency handling for CFSI		Debt Type	PCD	Service Date	11/2/2000		
Beccaria	PA	16616	Priority			Coll Plan	007	Last Charge Date			
Warning			Mail	Rtrn	Lang	Date	03/31/2006	First Delinquency	10/13/2003		
Worklist	189		Next Contact	03/31/2006	Time	Clt ID	5282	Charge Off Date			
Debt Info	Local User Time	Local User Date	Orig Clt	Clt Ref No	Clt	Serv Date	03/26/2006	List Date	03/10/2005		
Comments	Commonwealth Financial ATY	12/01/2000	Pinc Bal	Int Bal	Debt Descr	Comments	03/11/2007, CLEARFIELD	Int Calc Date	03/10/2005		
Original	Accrued	Adjustments	Paid	Balance							
Principal	\$6,593.92		\$0.00	\$6,593.92							
Interest	\$2,732.23	\$2,004.13	\$0.00	\$0.00							
Court Cost	\$0.00		\$0.00	\$0.00							
Check Fee	\$0.00		\$0.00	\$0.00							
Attorney Fee	\$0.00		\$0.00	\$0.00							
Service Fee	\$0.00		\$0.00	\$0.00							
Misc. Fees	\$0.00		\$0.00	\$0.00							
Display activity time as:	Local User time	Debtor time									
ACT DATE	ACT TIME	USER ID	COMMENTS								
03/31/2006	11:04:26 AM	217	Warning: DO NOT CALL ATTY H								
03/31/2006	11:04:37 AM	217	SENT PACKAGE TO ATTY APPL								
03/31/2006	11:04:52 AM	217	Automatic Debtor status change fr								
03/31/2006	11:10:40 AM	217	Email Assist from 217 to 189.								
								Balance	\$11,330.28		

EXHIBIT A

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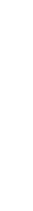
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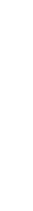
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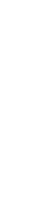
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DebtMaster Enterprise

File Edit Tasks TaskOptions Window Help



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Debtor ID	2473131	Type	Consumer	SSN	DOB	DL	ST
Name	MELISSA A ANDERS				0054/14/2007		
Phone	Home	A					

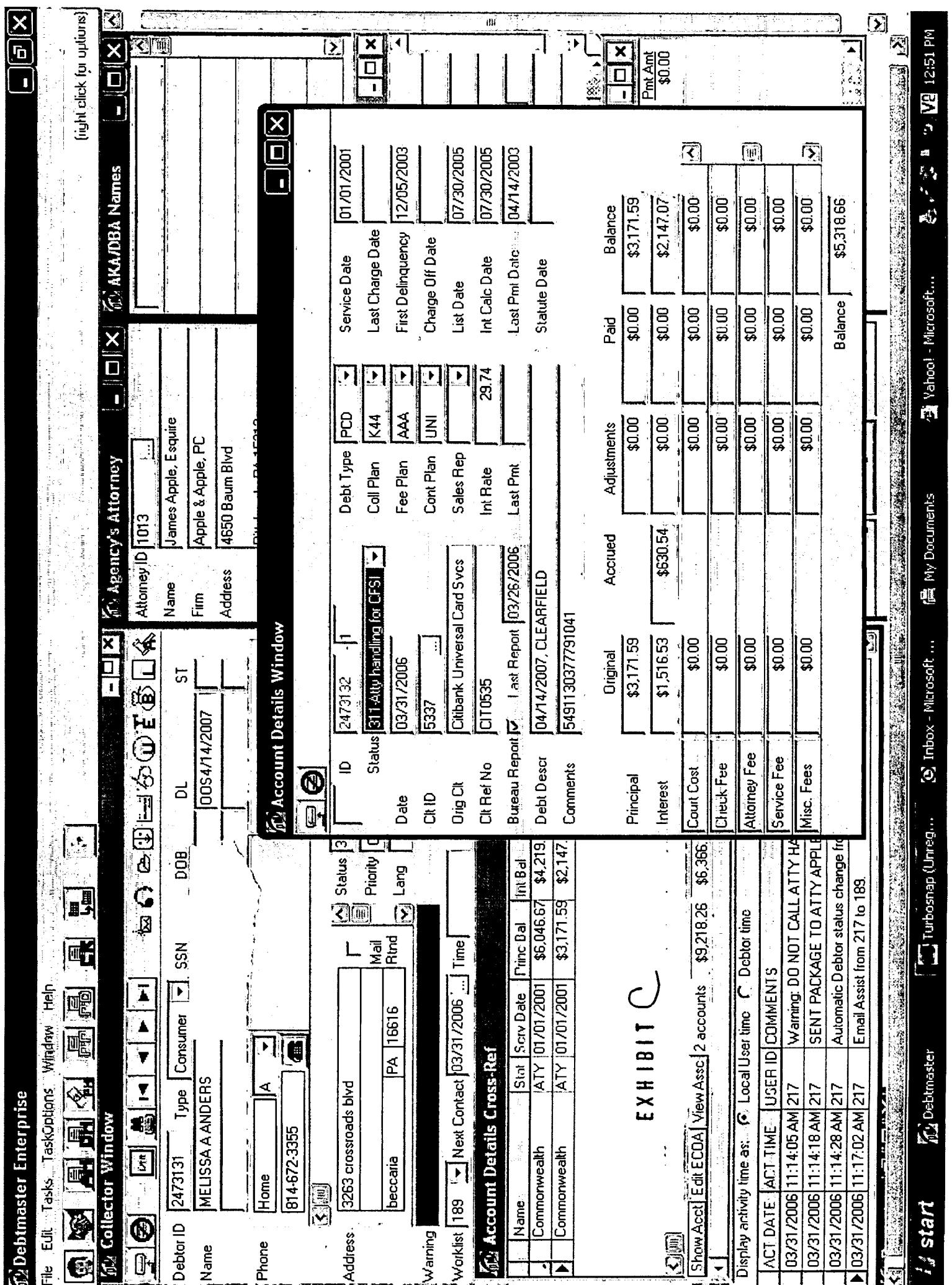
Account Details Window

Address	3263 crossroads blvd	Mail	Status	3	ID	2473131	Debt Type	PCD	Service Date	01/01/2001
Warning	beccaria PA	Rtnd	Priority		Status	311-Atty handling for CFSI	Call Plan	K44	Last Charge Date	
Worklist	189	Next Contact	03/31/2006	Time	Date	03/31/2006	Fee Plan	AAA	First Delinquency	11/10/2003
Warning					Clt ID	53337	Cont Plan	UNI	Charge Off Date	
Worklist					Orig Clt	CIT0535	Sales Rep		List Date	07/30/2005
Warning					Clt Ref No	Citibank Universal Card Svcs	Int Rate	29.74	Int Calc Date	07/30/2005
Worklist					Bureau Report	03/26/2006	Last Pmt		Last Pmt Date	04/14/2003
Warning					Clt Ref No	04/14/2007, CLEARFIELD			Statute Date	
Worklist					Comments	5491130359672805				

Original	Accrued	Adjustments	Paid	Balance
\$6,046.67		\$0.00	\$0.00	\$6,046.67
\$3,017.38	\$1,202.14	\$0.00	\$0.00	\$4,219.52
Court Cost	\$0.00	\$0.00	\$0.00	\$0.00
Check Fee	\$0.00	\$0.00	\$0.00	\$0.00
Attorney Fee	\$0.00	\$0.00	\$0.00	\$0.00
Service Fee	\$0.00	\$0.00	\$0.00	\$0.00
Misc. Fees	\$0.00	\$0.00	\$0.00	\$0.00
Display activity time as:	Local User time	Debtor time		
ACT DATE	ACT TIME	USER ID	COMMENTS	
03/31/2006	11:14:05 AM	217	Warning: DO NOT CALL ATTY H	
03/31/2006	11:14:18 AM	217	SENT PACKAGE TO ATTY APPL	
03/31/2006	11:14:28 AM	217	Automatic Debtor status change fr	
03/31/2006	11:17:02 AM	217	Email Assist from 217 to 189.	

EXHIBIT B

Show Acct	Edit ECDA	View Assoc	2 accounts	\$9,218.26	\$6,366.
Display activity time as:	Local User time	Debtor time			
ACT DATE	ACT TIME	USER ID	COMMENTS		
03/31/2006	11:14:05 AM	217	Warning: DO NOT CALL ATTY H		
03/31/2006	11:14:18 AM	217	SENT PACKAGE TO ATTY APPL		
03/31/2006	11:14:28 AM	217	Automatic Debtor status change fr		
03/31/2006	11:17:02 AM	217	Email Assist from 217 to 189.		



AFFIDAVIT

I, Patricia Cobb, Esquire, of Commonwealth Financial Systems, Inc., Plaintiff herein, verify that the statements of fact contained in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

5-8-06
Date:


PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 105763

CFSI File No. 1894401, 2473131, 2473132

Melissa Andrus

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101566
NO: 06-808-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC.
VS.
DEFENDANT: MELISSA ANDERS

SHERIFF RETURN

NOW, May 30, 2006 AT 10:12 AM SERVED THE WITHIN COMPLAINT ON MELISSA ANDERS DEFENDANT AT 3263 CROSSROADS BLVD., BECCARIA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MELISSA ANDERS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
0/2/2006
JUN 15 2006 LM

William A. Shaw
Prothonotary

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APPLE	11031	10.00
SHERIFF HAWKINS	APPLE	11031	42.03

Sworn to Before Me This
____ Day of _____ 2006

So Answers,

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

Melissa Anders Pro Se
3263 Crossroads, Blvd.,
Beccaria, Pa.16616
814 - 672 - 3355

Commonwealth Financial Systems Inc.
Assignee of Unifund CCR Partners
Assignee of Citibank

v.
Melissa Anders

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY
: CIVIL ACTION

: CASE NO.: 06-808-CD

:

Certificate of Service

I, Melissa Anders, Defendant

Of Clearfield County, Pa., certify that on 6-30 at 3:00 P m, I served
Apple and Apple Attorneys at Law with Preliminary Objections by sending a copy of all the
documents to 4650 Baum Boulevard, Pittsburgh, Pa. 15213, by Registered Mail.

Date June 30 06

Melissa Anders
Melissa Anders, Pro Se

FILED
01/30/2006 100
JUN 30 2006 Def.
JSR

William A. Shaw
Prothonotary/Clerk of Courts

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

PS Form 3800, June 2002 (Reverse)

IMPORTANT: Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.

FILED
JUN 30 2006

William A. Shaw
Prothonotary/Clerk of Courts

CR
Melissa Anders Pro Se
3263 Crossroads, Blvd.,
Beccaria, Pa.16616
814 - 672 - 3355

Commonwealth Financial Systems Inc.
Assignee of Unifund CCR Partners
Assignee of Citibank

v.
Melissa Anders

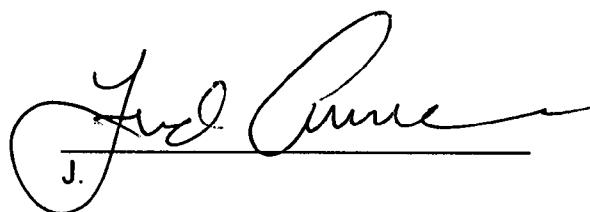
COURT OF COMMON PLEAS
CLEARFIELD COUNTY
CIVIL ACTION

CASE NO.: 06-808-CD

RULE RETURNABLE

AND NOW, this 30 day of June 2006,
upon consideration of the defendant's Preliminary Objections, a RULE is
entered upon the Plaintiff to **SHOW CAUSE** why said objections should not
be **GRANTED**.

RULE RETURNABLE, At: 3:00 p.m. On 15th Day of August 2006
At Court Room #1, Clearfield County Courthouse, Clearfield,
Pennsylvania.


J. Fred Cune

FILED
019:4264
JUL 03 2006
cc
Def.
64

William A. Shaw
Prothonotary/Clerk of Courts

44-943-73348
Brockway, John H. 1919
3503 Cedar Avenue, Pittsburgh, Pa.
Wifeless Andere für sie

2013-14 COURSE OF STUDY
CLARKSBURG COLLEGE
CLARKSBURG, W. VA.

$\text{D}_{\text{DFT}}(X, Y) = 0.738 K^2$

proba: A package

ЗИВАНИТЕЯ ЗИЯ

and now this day to day
about consideration of the inheritance, California October 19
2006

DE GRANTED

Rule Returnable Date Day of Month Year

Alameda County Computer Classification Guide

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Attorney

Second International

William A. Shaw
Prothonotary/Clerk of Courts

FILED
JUL 03 2006

-- DATE: 7/3/06

Melissa Anders Pro Se
3263 Crossroads, Blvd.,
Beccaria, Pa. 16616
814 - 672 - 3355

Commonwealth Financial Systems Inc.
Assignee of Unifund CCR Partners
Assignee of Citibank

v.
Melissa Anders

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY
: CIVIL ACTION

: CASE NO.: 06-808-CD

ORDER

AND NOW, this _____ day of _____ 2006, upon
consideration of defendant's preliminary objections and any response thereto it is
hereby ORDERED and DECREED that said objections are GRANTED.

Plaintiff must file an amended complaint within Twenty (20) days or suffer Non
Pros.

BY THE COURT:

J.

3263 Crossroads, Blvd.,
Beccaria, Pa. 16616
814-672-3355

Commonwealth Financial Systems Inc. : **COURT OF COMMON PLEAS**
Assignee of Unifund CCR Partners : **CLEARFIELD COUNTY**
Assignee of Citibank : **CIVIL ACTION**

v. : CASE NO.: 06-808-CD
Melissa Anders :
:

PRELIMINARY OBJECTIONS – I

(Failure to attach written contract)

1. Plaintiff filed a complaint on May 22 2006.
2. Complaint alleges a breach of written contract.
3. Pa. R.C.P. 1019 (i) Requires that claims pursuant a written contract, must either attach a copy of the contract or state the reason why the contract is not attached, and the substance of the contract. Id.
4. The Complaint in the instance matter included neither a copy of the contract nor an explanation nor why it was not enclosed or the substance of the contract.
5. Pa. R.C.P. 1028 (a) (2) allows preliminary objections when a pleading fails to conform to the rules of court.

WHEREFORE, for the foregoing reasons, the defendant respectfully requests that this Honorable Court uphold her preliminary objections a grant for the relief requested in her proposed order.

FILED *(4)*

JUN 30 2006
0/12:20/
William A. Shaw
Prothonotary/Clerk of Courts
{ Went to DFW

PRELIMINARY OBJECTIONS – II

(Improper Verification)

6. Averments 1-5 are incorporated by reference.
7. The Verification for the plaintiff's complaint is signed by the plaintiff's attorney.
8. Pa. R.C.P. 1024 requires that the verification be made by one of the parties unless "all the parties (1) lack sufficient knowledge or information, or (2) are outside the jurisdiction of the court and the verification of none of them can be obtained within the time allowed for filing the pleading. In such cases, the verification may be made by any person having sufficient knowledge or information and belief and shall set forth the source of the person's information as to matters not stated upon his or her own knowledge and the reason why the verification was not made by the party."
9. The verification filed in this matter, fails to explain why Plaintiff did not sign the verification.

WHEREFORE, for the foregoing reasons, the defendant respectfully requests that this Honorable Court upholds her preliminary objections and grant for the relief requested, and any other relief the court deems appropriate.

Respectfully submitted,



Melissa Anders, Pro Se

PRELIMINARY OBJECTIONS - II

(Impaired Attorney)

6. Answer to ¶ 8 is incorporated by reference.

7. The Application for the preliminary injunction is signed by the plaintiff's attorney.

8. Pa. R.C.P. 105A requires that the attorney be made of the parties unless (a) the attorney is not a member or subscriber, or (b) the attorney resides in the county and the attorney is more than one-half the time allowed for filing the pleading. In such case, the attorney may be made by such person having sufficient knowledge of the situation and interest and shall set forth the source of the person's information as to whether or not there is or has been any knowledge and the reason why the attorney was not made by the party.

9. The attorney filing in this matter, fails to explain why Plaintiff did not sign the application.

FILED
JUN 30 2006

WHEREFORE, for the following reasons, the defendant respectfully requests that this Honors Court, in its preliminary injunction order and grant for the relief requested, and such other relief the court deems appropriate.

Respectfully submitted,

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Capple & Capple attorneys CIVIL ACTION
(Plaintiff)

4650 Baum Blvd.
(Street Address)

Pittsburgh, Pa 15213
(City, State ZIP)

No. 06-808-CD

Type of Case: Civil

Type of Pleading: _____

vs.

Filed on Behalf of:

Melissa Andrus
(Defendant)

Defendant
(Plaintiff/Defendant)

3263 Crossroads Blvd
(Street Address)

Beccaria, Pa. 16616
(City, State ZIP)

Melissa Andrus
(Filed by)

3263 Crossroads Blvd
(Address)

Beccaria Pa 814 672 3355
(Phone)

Melissa Andrus
(Signature)

FILED NO
02-4061
JUL 05 2006
S

William A. Shaw
Prothonotary/Clerk of Courts

Melissa Anders Pro Se
3263 Crossroads, Blvd.,
Beccaria, Pa.16616
814 - 672 - 3355

Commonwealth Financial Systems Inc.
Assignee of Unifund CCR Partners
Assignee of Citibank

v.
Melissa Anders

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
CIVIL ACTION

CASE NO.: 06-808-CD

Certificate of Service

I, Melissa Anders, Defendant

Of Clearfield County, Pa., certify that on July 5 06 at _____ m, I served
Apple and Apple Attorneys at Law with Preliminary Objections by sending a copy of all the
documents to 4650 Baum Boulevard, Pittsburgh, Pa. 15213, by Registered Mail.

Date July 5 06

Melissa Anders
Melissa Anders, Pro Se

VERIFICATION

CASE NO.: 06-808-CD

I, Melissa A. Anders, PRO SE, of 3263 Crossroads Blvd., Beccaria, Pa., Defendant herein, verify that the statements of fact contained in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. (4904) relating to unsworn falsification to authorities.

July 5 2006

Date:

Melissa A. Anders

Melissa A. Anders, PRO SE

3263 Crossroads Blvd.

Beccaria, Pa. 16616

VOICADIER

(1)-208-00 (V-32A)

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1965-66 Session

FILED
JUL 05 2006
William A. Shaw
Prothonotary/Clerk of Court

William A. Shaw
Prothonotary/Clerk of Courts

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

3. Article Addressed to:

APPIE AND APPIE
4650 Baum Blvd
Pittsburgh PA 15213-1223

ALTOONA PA 16601

30 JUN 2000

1. Addressee's Address

2. Restricted Delivery

Consult postmaster for fee.

4b. Service Type

Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery

10/13/06

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

Domestic Return Receipt

Thank you for using Return Receipt Service

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Print your name, address, and ZIP Code in this box •

Melissa Anders
3263 Crossroads BLVD
Beccaria PA 16616

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS,
INC., assignee of UNIFUND CCR PARTNERS
assignee of CITIBANK

NO. 06-808-CD
IN CIVIL ACTION

Plaintiff(s)

-vs-

MELISSA ANDERS

Defendant(s)

**PRAECIPE TO DISCONTINUE
WITHOUT PREJUDICE**

**CODE-
FILED ON BEHALF OF
PLAINTIFF**

**COUNSEL OF RECORD
FOR THIS PARTY:**

James R. Apple, Esq.

PA I.D. No. 37942

Charles F. Bennett, Esq.

PA I.D. No. 30541

Joel E. Hausman, Esq.

PA I.D. No. 42096

APPLE AND APPLE, P.C.

Firm No. 719

4650 Baum Boulevard

Pittsburgh, PA 15213

Telephone: 412-682-1466

Fax: 412-682-3138

FILED
M/11:50 am 1CC + 1Cert of
disc issued to
AUG 10 2006 ATT: Apple
(JDN) Copy to c/A

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS,
INC., assignee of UNIFUND CCR PARTNERS
assignee of CITIBANK

NO. 06-808-CD
IN CIVIL ACTION

Plaintiff(s)

-vs-

MELISSA ANDERS

Defendant(s)

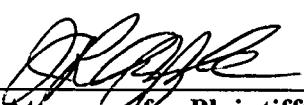
PRAECIPE TO DISCONTINUE
WITHOUT PREJUDICE

Kindly discontinue without prejudice the above-captioned matter upon the records
of the Court.

APPLE AND APPLE, P.C.

Dated: 8/4/06

By:



Attorneys for Plaintiff(s)

**I HEREBY CERTIFY THAT THE FOREGOING IS TRUE AND CORRECT
STATEMENT OF THE ABOVE CASE.**

**THIS STATEMENT IS MADE SUBJECT TO THE
PENALTIES OF 18 PA. C.S. 4904 RELATING TO
UNSWORN FALSIFICATIONS TO AUTHORITIES.**

COUNTY: Clearfield

APPLE AND APPLE, P.C., Attorneys at Law
4650 Baum Boulevard, Pittsburgh PA 15213-1223, Telephone: (412) 682-1466

Date: 8/8/06 File No. 105763 Docket No. 06-808-CJ

Plaintiff: Commonwealth vs. Defendant: Andrus

Instructions:

Responses:

Please file the enclosed:

Complaint Transcript of Judgment

Praeclipe for Judgment

Praeclipe for Writ of Execution

Writ of Summons

S & D Docket Satisfaction

Other Discontine without filing

Deliver to the Sheriff, the enclosed:

Service copies of Complaint with service instructions

Execution Instructions

Writ of Summons instructions

Other _____

Date delivered: _____

Date served: _____

Levy date: _____

Sale Date: _____

(Attach copy of sale bill)

Attached is check no.: _____ To X Pro X Sheriff _____ in amt. of \$ 7.00

Attached is check no.: _____ To _____ Pro _____ Sheriff _____ in amt. of \$ _____

Used check no.: _____ Amt. \$ _____ Dated _____ Payable to _____

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Commonwealth Financial Systems, Inc.
Unifund CCR Partners
Citibank

Vs.
Melissa Anders

No. 2006-00808-CD

COPY

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 10, 2006, marked:

Discontinued without prejudice

Record costs in the sum of \$85.00 have been paid in full by James R. Apple Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 10th day of August A.D. 2006.



William A. Shaw, Prothonotary