

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)

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
M/34861
MAY 22 2006
Att'y pd. 85.00
ICC Shff

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.
8. 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

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Debtor ID 2473131 Type Consumer SSN DL ST
Name MELISSA A ANDERS DOOS4714/2007

Phone Home 814-672-3355 A

Address 3263 crossroads blvd
beccaria PA 16616
Warning Mail Rtn

Worklist 189 Next Contact 03/31/2006 Time

Name	Stat	Serv Date	Princ Bal	Int Bal
Commonwealth	ATY	01/01/2001	\$6,046.67	\$4,219.52
Commonwealth	ATY	01/01/2001	\$3,171.59	\$2,147.19

EXHIBIT B

Show Acct Edit ECDA View Assoc 2 accounts \$9,218.26 \$6,366.19

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 HA
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

Account Details Window

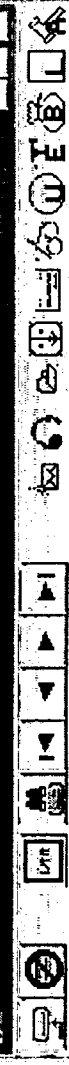
ID 2473131 Status 311-Atty handling for CFSI
Date 03/31/2006 Clk ID 5337
Orig Clk Citibank Universal Card Svcs
Clk Ref No CIT0535
Bureau Report 03/26/2006
Debt Descr 04/14/2007, CLEARFIELD
Comments 5491130359672805

Debt Type PCD
Coll Plan K44
Fee Plan AAA
Cont Plan UNI
Sales Rep
Int Rate 29.74
Last Pmt
Service Date 01/01/2001
Last Charge Date
First Delinquency 11/10/2003
Charge Off Date
List Date 07/30/2005
Int Calc Date 07/30/2005
Last Pmt Date 04/14/2003
Statute Date

	Original	Accrued	Adjustments	Paid	Balance
Principal	\$6,046.67		\$0.00	\$0.00	\$6,046.67
Interest	\$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
				Balance	\$10,266.19



Collector Window



Debtor ID 2473131 Type Consumer SSN D08 DL ST
Name MELISSA A ANDERS

Phone Home 814-672-3355
3263 crossroads blvd
beccaria PA 16616

Status 3 Priority Lang
Next Contact 03/31/2006 Time

Warning

Worklist 189

Account Details Cross-Ref

Name	Stat	Srv Date	Princ Bal	Int Bal
Commonwealth	ATY	01/01/2001	\$6,046.67	\$4,219
Commonwealth	ATY	01/01/2001	\$3,171.59	\$2,147

EXHIBIT C

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 HA
03/31/2006	11:14:18 AM	217	SENT PACKAGE TO ATTY APPLE
03/31/2006	11:14:28 AM	217	Automatic Debtor status change fro
03/31/2006	11:17:02 AM	217	Email Assist from 217 to 189

Agency's Attorney

Attorney ID 1013
Name James Apple, Esquire
Firm Apple & Apple, PC
Address 4650 Baum Blvd

AKA/DBA Names

Account Details Window

ID	2473132	-1	Debt Type	PCD	Service Date	01/01/2001
Status	311-Atty handling for CFSI		Coll Plan	K44	Last Charge Date	
Date	03/31/2006		Fee Plan	AAA	First Delinquency	12/05/2003
Clk ID	5337		Cont Plan	UNI	Charge Off Date	
Orig Clk	Citibank Universal Card Svcs		Sales Rep		List Date	07/30/2005
Clk Ref No	CIT0535		Int Rate	29.74	Int Calc Date	07/30/2005
Bureau Report	1	Last Report 03/26/2006	Last Pmt		Last Pmt Date	04/14/2003
Debt Descr	04/14/2007, CLEARFIELD				Statute Date	
Comments	549113037791041					

	Original	Accrued	Adjustments	Paid	Balance
Principal	\$3,171.59		\$0.00	\$0.00	\$3,171.59
Interest	\$1,516.53	\$630.54	\$0.00	\$0.00	\$2,147.07
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
				Balance	\$5,318.66

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



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
0/2:25LM
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 Melissa 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

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY
: CIVIL ACTION

v.

Melissa Anders

: 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 100
013:04/201 Def.
JUN 30 2006
William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUN 30 2006

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

PS Form 3800, June 2002 (Reverse)

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.

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.

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

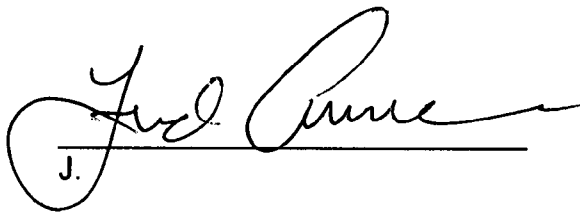
CASE NO.: 06-808-CD

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.

FILED ^{1cc}
^{019:42/61} Def.
JUL 03 2006 ^{BR}
William A. Shaw
Prothonotary/Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

FILED
JUL 03 2006

DATE: 7/3/06

☒ 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) _____ Defendant(s) Attorney _____
Special Instructions: _____

At _____
Pittsburgh, Pennsylvania
Clearfield County Courthouse, Clearfield

RULE RETURNABLE At _____ On _____ Day of _____ 2006

be GRANTED.

entered upon the Plaintiff to SHOW CAUSE why said objections should not
upon consideration of the defendant's Preliminary Objections a RULE is

AND NOW, this _____ day of _____ 2006

RULE RETURNABLE

CASE NO. 06-000000

Assigned to Clerk
Assigned of Plaintiff's Attorney
Commonwealth Financial Systems Inc.
COURT OF COMMON PLEAS
CLEARFIELD COUNTY

814 673-2333
Pittsburgh, PA 15210
3000 Crossroads Blvd.
Melissa Anders 1 to 26

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.

GA
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
:
:

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 (u)

JUN 30 2006

0/12:20/0
William A. Shaw
Prothonotary/Clerk of Courts

1 SENT TO DEPT.

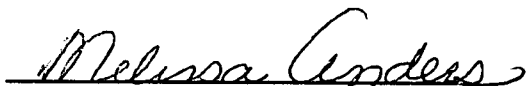
PRELIMINARY OBJECTIONS – II

(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

(Improper Verification)

6. Avenments 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.

FILED
JUN 30 2006

WHEREFORE, for the Clerk of Courts
this Honorable Court uphold preliminary objections and grant for the relief
requested, and any other relief the court deems appropriate.

Respectfully submitted,

Melissa Anders, Pro Se

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Cypke & Cypke 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.

Melissa Anders
(Defendant)

Filed on Behalf of:

Defendant
(Plaintiff/Defendant)

3263 Crossroads Blvd
(Street Address)

Beccaria, Pa. 16606
(City, State ZIP)

Melissa Anders
(Filed by)

3263 Crossroads Blvd
(Address)

Beccaria Pa 814 672 3355
(Phone)

Melissa Anders
(Signature)

FILED

02:49/61
JUL 05 2006

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

VERIFICATION

CASE NO. 00-802-17

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 testimony to authorities.

Melissa A. Anders, PRO SE

Date:

3263 Crossroads Blvd.

Beccaria, Pa. 16818

FILED

JUL 05 2006

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.

ALTOONA PA 166

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address

2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

APPLE AND APPLE

4650 Baum BLVD

Pittsburgh PA 15213

7003 3110 0006 1417 8372

4b. Service Type

☐ Registered

☒ Certified

☐ Express Mail

☐ Insured

☐ Return Receipt for Merchandise

☐ COD

7. Date of Delivery

7/3/06

5. Received By: (Print Name)

S. Russell

6. Signature: (Addressee or Agent)

X S. Russell

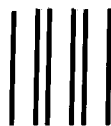
8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

Domestic Return Receipt

Thank you for using Return Receipt Service

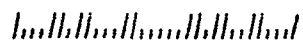
UNITED STATES POSTAL SERVICE



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



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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 + 1 Cert of
disc issued to
AUG 10 2006 *Att. Apple*
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-CD

Plaintiff: Commonwealth vs. Defendant: Andrew

Instructions:

Responses:

☒ Please file the enclosed:
☐ Complaint ☐ Transcript of Judgment

☐ Praecipe for Judgment

☐ Praecipe for Writ of Execution

☐ Writ of Summons

☐ S & D Docket ☐ Satisfaction

☒ Other Discontinue without Bill

Docket No. _____

Date Filed: _____

☐ 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 \$ 700

☐ 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