

06-1206-CD

Bank of America vs Jeffrey M. Sayers

2006-1206-CD
Bank of America et al vs Jeffrey Sayers

LARIO & SALDUTTI
By: Robert L. Saldutti, Esquire
Identification No. PA - 63867
89 N. Haddon Avenue
Haddonfield, NJ 08033
(856) 795-4345
Attorney for Plaintiff

200 Locust Street
Unit 24E North
Philadelphia, PA 19106

BANK OF AMERICA, N.A. (USA) :
Successor by Merger to Fleet Bank :
1818 Market Street :
Philadelphia, PA 19103 :
Plaintiff

v.

JEFFREY M. SAYERS :
1545 Keewaydin Road :
Frenchville, PA 16836-9215 :
Defendant

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

DOCKET NO. 2006-1206-C0

COVER SHEET

Type of Case: Civil

Type of Pleading: Complaint

File on Behalf of: Plaintiff, Bank of America, N.A.

Counsel of Record: Robert L. Saldutti, Esquire
Lario & Saldutti
89 North Haddon Avenue
Haddonfield, NJ 08033
Telephone: 856-795-4345

Supreme Court No. 63867

Dated: May 30, 2006

Robert L. Saldutti, Esquire

Attorney for Plaintiff

FILED

JUL 27 2006
M/220/2006
William A. Shaw
Prothonotary/Clerk of Courts

1 CERT TO APP
1 CERT TO SHAW

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BANK OF AMERICA, N.A. (USA)	:	COURT OF COMMON PLEAS
Successor by Merger to Fleet Bank	:	CLEARFIELD COUNTY, PA
1818 Market Street	:	CIVIL ACTION - LAW
Philadelphia, PA 19103	:	
Plaintiff	:	
v.	:	DOCKET NO. _____
JEFFREY M. SAYERS	:	
1545 Keewaydin Road	:	
Frenchville, PA 16836-9215	:	
Defendant	:	

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 or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

Office of the Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telephone: 814-765-2641, Ext. 51

LARIO & SALDUTTI
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89 N. Haddon Avenue
Haddonfield, NJ 08033
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Attorney for Plaintiff

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Philadelphia, PA 19106

BANK OF AMERICA, N.A. (USA) :
Successor by Merger to Fleet Bank :
1818 Market Street :
Philadelphia, PA 19103 :
Plaintiff :
v. :
: :
JEFFREY M. SAYERS :
1545 Keewaydin Road :
Frenchville, PA 16836-9215 :
Defendant :
:

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

DOCKET NO. _____

**COMPLAINT - CIVIL ACTION
CONTRACT**

1. Plaintiff is a corporation with a place of business located at 1818 Market Street, Philadelphia, PA 19103 and at various other locations throughout the Commonwealth of Pennsylvania.

2. By reason of merger, plaintiff acquired all of the rights, assets and liabilities of Fleet National Bank, N.A.

2. The defendant, Jeffrey M. Sayers, is an adult individual residing at 1545 Keewaydin Road, Frenchville, PA 16836-9215.

3. Defendant entered into a Fleet Titanium Credit Card Account, No. 5491000918415469 at an annual interest rate of 11.50% for the loan of monies advanced on his behalf to various creditors. A copy of defendant's agreement is attached hereto as Exhibit "A".

5. By the terms of said contract, defendant was obliged to make monthly repayment of all monies until the entire debt was repaid.

6. As of October 18, 2004, Defendant defaulted on his obligations under said contract by failing to pay monthly installments or repay the entire balance of the loan.

7. The Agreement provides that upon default in the payments of the agreed installments, defendant will pay to plaintiff reasonable attorneys fees and any costs incurred by plaintiff in the enforcement of this contract and agreement.

8. Plaintiff has employed the undersigned attorneys to represent them in the filing of this suit and has agreed to pay them a reasonable fee for their services.

9. There is currently due and owing from the defendant to the plaintiff the sum of \$15,421.87, together with attorney's fees in the amount of \$3,855.47, interest, and costs of suit.

10. Although plaintiff has demanded payment of the sum in question, defendant has refused to pay.

WHEREFORE, plaintiff requests judgment as follows:

1. Judgment to be entered in favor of plaintiff, Bank of America, N.A. (USA) and against defendant, Jeffrey M. Sayers for \$15,421.87;

2. Attorney's fees in a reasonable amount or 25% of the unpaid balance.. In this particular litigation \$3,855.47;

3. Plaintiff's costs of the suit incurred in this action; and

4. Such other and further relief as the court may deem just and proper.

Dated: May 30, 2006

Robert L. Saldutti, Esquire
LARIO & SALDUTTI
89 North Haddon Avenue
Haddonfield, NJ 08033
Telephone: (856) 795-4345

Attorney for Plaintiff

THIS COMPLAINT IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED BY THIS DEBT COLLECTION FIRM WILL BE USED FOR THAT PURPOSE.

VERIFICATION

I hereby certify that I am authorized to make this verification on behalf of Bank of America, successor in interest to Fleet Bank and/or Summit Bank, plaintiff in the within action, and that the facts set forth in the foregoing pleading are true and correct to the best of my knowledge, information and belief.

The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.

Carrie Ferringer

EXHIBIT "A"



PO Box 17192
Wilmington, DE
19850-17192

New Balance	\$3,602.71
Minimum Payment	\$72.00
Due Date	OCT. 18, 2001

Account Number 5491 0009 1841 5469
For account information call
Customer Service at 1-800-492-2500
or log on to <http://mycard.fleet.com>

- For change of address please use form on back.
- Make check payable to Fleet Credit Card Services.

FLEET CREDIT CARD SERVICE
PO BOX 15368
WILMINGTON DE 19806-5368

JEFFREY M SAYERS
1505 KEEWAYDIN ROAD
FRENCHVILLE PA 16336-9215

192056

1198865368187!

1168369215450!

5491000918415469 0360271 0007200

Detach at perforation and return form above with payment.

ACCOUNT SUMMARY FOR
JEFFREY M SAYERS

Account Number: 5491 0009 1841 5469



TITANIUM

PAYMENT INFORMATION

Amount Past Due	\$0.00
Minimum Payment This Period	\$72.00
Amount Over Credit Limit	\$0.00
TOTAL MINIMUM PAYMENT DUE	\$72.00
DUE DATE	OCT. 18, 2001

Total Credit Limit: \$6,100.00 Cash Advance Limit: \$1,830.00 Billing Cycle Closing Date: 09/21/01
Available Credit: \$2,497.29 Cash Advance Available: \$1,830.00 Days in Billing Cycle: 31

REWARDS SUMMARY

	This Period	Total To Date
Points Earned	405	2,728
Points Redeemed	0	0
Points Available		2,728

Take advantage of Your Low Rate on Balance Transfers!
Simply log on to <http://mycard.fleet.com> or call 1-800-835-1802 to
transfer your higher-rate Credit Card balances to your Fleet card.

A RECORD OF YOUR CHARGES AND CREDITS

Transaction Date	Posting Date	Preference Number	Transaction Description	Credits	Charges
08/26	08/26	71483827EAFA90GT5	WM SUPERCENTER SE2 CLEARFIELD PA		53.07
09/01	08/30	70429797K3F2FNY26	LEZZER LUMBER CURWENSVILLE PA		167.48
08/31	08/31	70410197L2LROLNOS	TARGET 00012890 STATE COLLEGE PA		57.81
08/31	08/31	78541857N03R6HIFEW	HA *100698820001 800-757-6733 VA		45.33
09/04	09/04	70410197RGC3FZB2G	AMES DEPT STOR00005314 CLEARFIELD PA		53.63
09/10	09/10	85491007X2SEZ01TZ	PAYMENT THANK YOU WILMINGTON DE	70.00	
09/11	09/11	88122117YCKT88V27	CAHWAVE TEL8056904000 CA		27.80
09/21	09/21	*FINANCE CHARGE*	PURCHASES \$34.24 CASH ADVANCE \$0.00		34.24
For information on your account or to reach Fleet's Customer Service: 1-800-492-2500 http://mycard.fleet.com PO BOX 15480 WILMINGTON DE 19850-5480			SUB TOTAL	439.36	
			CREDITS	70.00	
			PREVIOUS BALANCE	+ 5,233.35	
			NEW BALANCE	\$3,602.71	

	Average Daily Balance	Nominal Annual Percentage Rate	Daily Periodic Rate	Finance Charge	Transaction Fees
PURCHASES	\$611.05	11.50%	.03150%	\$5.96	\$0.00
BALANCE TRANSFERS	\$2,896.09	11.50%	.03150%	\$28.28	\$0.00
CASH ADVANCES	\$0.00	20.01%	.05481%	\$0.00	\$0.00

ANNUAL PERCENTAGE RATE for purchases (including Balance Transfers): 11.500%

ANNUAL PERCENTAGE RATE for cash advances: 20.010%

If you have a variable rate account, your periodic rates may vary.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION



Page 2 for
JEFFREY M SAYERS

Account Number: 5491 0009 1841 5469

New Balance	\$3,602.71
Minimum Payment	\$72.00
Due Date	OCT. 18, 2001

INFORMATION FOR YOU

NOW YOU CAN VIEW YOUR POWER REWARDS POINT BALANCE
ONLINE! SIMPLY LOG ONTO MYCARD.FLEET.COM TO GET 24/7
ACCESS TO ACCOUNT INFORMATION, GREAT DISCOUNT OFFERS
AND MORE. ENROLLING IS EASY - AND COSTS NOTHING EXTRA.
LOG ON TODAY!

SHOPPING, VACATIONS, BUSINESS TRIPS, KIDS OFF TO SCHOOL -
THERE ARE PLENTY OF TIMES WHEN EXTRA FLEET CARDS FOR YOUR
LOVED ONES COME IN HANDY. CALL TODAY 1-800-237-4320
TO ENJOY THE CONVENIENCE OF ADDITIONAL CARDS.

MAKE HOME BUYING EASIER - WITH A MORTGAGE PREAPPROVAL!
SAVE TIME AND GIVE YOURSELF AN EXTRA NEGOTIATING EDGE BY
GETTING PRE-APPROVED FOR YOUR NEXT MORTGAGE. IT'S FAST
AND EASY! JUST CALL 1-888-88-FLEET MON-THURS 9AM-8PM,
FRI 9AM-6PM, SAT 9AM-12PM. EQUAL HOUSING LENDER. FLEET
MORTGAGE ORIGINATES LOANS AS A DIVISION OF FLEET NATIONAL BANK

JEFFREY M SAYERS
1545 KEEWAYDIN ROAD
FRENCHVILLE PA 16836-9215

4741 01
5-13/10

DATE _____

PAY TO THE
ORDER OF _____ \$ _____ DOLLARS



FCCS 1-800-555-9349

FRAUD-PROTECTED CHECK

Void if photocopied or altered

MEMO _____

*011000138*310918415469<474101

JEFFREY M SAYERS
1545 KEEWAYDIN ROAD
FRENCHVILLE PA 16836-9215

4742 01
5-13/10

DATE _____

PAY TO THE
ORDER OF _____ \$ _____ DOLLARS



FCCS 1-800-555-9349

FRAUD-PROTECTED CHECK

Void if photocopied or altered

MEMO _____

*011000138*310918415469<474201

CHECKS ARE VALID UNTIL MARCH 15, 2004 AND VALID ONLY FOR TRANSACTIONS GREATER THAN \$100.



Spruce up your
wardrobe



Plan a winter
vacation



Get extra
cash



Buy a new
appliance

Use the attached checks and receive a low 1.9% APR on transactions,
good for billing cycles closing before June 1, 2004.*

For your convenience, you can take advantage of this offer by calling
Customer Service toll-free at 1-800-835-1812 or complete your
balance transfer online at www.mycard.fleet.com.

* There is a fee for each SmartMove transaction made under this offer of 3%, subject to a maximum fee of \$35 for each check. Transactions made under this limited time offer which expires March 15, 2004, are subject to your available credit and receive a 1.9% APR for billing cycles closing before June 1, 2004. For billing cycles closing on and after June 1, 2004, the variable rate for purchases that would otherwise apply to your account under your Cardholder Agreement terms, as may be amended from time to time and which rate is shown on your billing statement, will apply to any of these balances still outstanding. This special promotional APR applies for the time period specified provided that your account remains open and in good standing, which includes making required payments when due. Use of the attached checks will constitute a charge against your credit card account. Any finance charges begin to accrue upon use of each check. (Please refer to the terms on the reverse side for additional information.)

Pay your Fleet credit card bill online. It's fast & convenient! [mycard.fleet.com](http://www.mycard.fleet.com)

Fleet is a registered mark of FleetBoston Financial Corporation.



PO Box 17192
Wilmington, DE
19895-7192

Account Number 5491 0009 1841 5469

New Balance	\$11,320.39
Minimum Payment	\$226.00
Due Date	FEB. 17, 2004

For account information call:
Customer Service at 1-800-492-2500
or log on to <http://mycard.fleet.com>

Amount Enclosed ►

YES! ENROLL ME IN OPTIONAL PROTECTOR PLUS
AND WAIVE MY MINIMUM MONTHLY PAYMENTS IF
I'M UNWILFULLY UNEMPLOYED OR DISABLED. I
AGREE TO THE SUMMARY OF TERMS ON REVERSE. AFB

- For change of address please use form on back.
- Make check payable to Fleet Credit Card Services.

FLEET CREDIT CARD SERVICE
PO BOX 15368
WILMINGTON DE 19886-5368

JEFFREY M SAYERS
1505 KEEWAYDIN ROAD
FRENCHVILLE PA 16335-9215

156354

1198865368682!

1168369215450!

5491000918415469 1132039 0022600

Detach at perforation and return form above with payment.

ACCOUNT SUMMARY FOR
JEFFREY M SAYERS
Account Number: 5491 0009 1841 5469



TITANIUM

PAYMENT INFORMATION

Amount Past Due	\$0.00
Minimum Payment This Period	\$226.00
Amount Over Credit Limit	\$0.00
TOTAL MINIMUM PAYMENT DUE	\$226.00
DUUE DATE	FEB. 17, 2004

Previous Balance	\$10,782.44
Payments & Credits	- 215.00
Purchases/Balance Transfers/Cash Advances	+ 630.00
Debit Adjustments	+ 0.00
Finance Charges/Fees	+ 122.95
NEW BALANCE	\$11,320.39

Total Credit Limit: \$12,100.00

Available Credit: \$779.61

Cash Advance Limit: \$3,630.00

Cash Advance Available: \$459.00

Billing Cycle Closing Date: 01/21/04

Days in Billing Cycle: 33

REWARDS SUMMARY

	This Period	Total To Date
Points Earned	0	5,817
Bonus Points Earned	0	382
Points Redeemed	0	5,000
Points Available		1,199



Fleet has a wide range of checking account options to fit your needs. Whether you need a student checking account for your teenager, or a FleetOne® Gold checking account for yourself, Fleet has a checking account for your lifestyle. Visit fleet.com to learn more or call 1-800-CALL-FLEET.

A RECORD OF YOUR CHARGES AND CREDITS

Transaction Date	Posting Date	Reference Number	Transaction Description	Credits	Charges
01/14	01/14	85491000Y2STA70W2	PAYMENT THANK YOU WILMINGTON DE	215.00	
01/20	01/21	8540827D551530NW6	BALANCE TRANSCK# 4734 WILMINGTON DE		260.00
01/20	01/21	8540827D551530SG	BALANCE TRANSCK# 4733 WILMINGTON DE		370.00
01/21	01/21	"FINANCE CHARGE"	PURCHASES \$96.91 CASH ADVANCE \$26.04		122.95

For information on your account or to reach Fleet's Customer Service
1-800-492-2500
<http://mycard.fleet.com>
PO BOX 15480 WILMINGTON DE 19850-5480

SUB TOTAL 752.95
CREDITS - 215.00
PREVIOUS BALANCE + 10,782.44
NEW BALANCE \$11,320.39

	Average Daily Balance	Nominal Annual Percentage Rate	Daily Periodic Rate	FINANCE CHARGE Due to Daily Periodic Rate	Transaction Fees
PURCHASES	\$7,501.45	11.50%	.03150%	\$77.98	\$0.00
BALANCE TRANSFER	\$0.00	11.50%	.03150%	\$0.00	\$0.00
BALANCE TRANSFER	\$19.09	1.90%	.00520%	\$0.03	\$18.90
CASH ADVANCES	\$635.18	19.80%	.05424%	\$11.37	\$0.00
CASH PROMOTION	\$0.00	19.80%	.05424%	\$0.00	\$0.00
SEASONAL CASH	\$530.68	14.99%	.04106%	\$7.19	\$0.00
SEASONAL CASH	\$3.61	14.99%	.04106%	\$0.04	\$0.00
CASH PROMOTION	\$304.02	3.90%	.01068%	\$1.08	\$0.00
CASH PROMOTION	\$1,578.71	3.90%	.01068%	\$5.56	\$0.00
CASH PROMOTION	\$227.11	3.90%	.01068%	\$0.80	\$0.00

ANNUAL PERCENTAGE RATE for purchases and balance transfers (includes any finance charge fees): 14.302%

ANNUAL PERCENTAGE RATE for cash advances (includes any finance charge fees): 8.783%

If you have a variable rate account, your periodic rates may vary.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

ENDORSE HERE
X

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

ENDORSE HERE
X

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

Terms of Offer

This offer is subject to your Cardholder Agreement which provides for certain terms and conditions, including but not limited to, that all rates on your account (including introductory or promotional rates) may immediately increase if, at any time: 1) you fail to meet your repayment requirements (as explained in more detail in your Cardholder Agreement); 2) you exceed your credit limit, make a payment on your account which fails to clear and is returned unsatisfied or otherwise default on this or any other account with us (and your Cardholder Agreement provides for an increase in rate upon the occurrence of any of these events); or 3) your account is closed.

This offer is not applicable to balances already outstanding on this account, and cannot be used to pay off other Fleet obligations. If you transfer any balances under this offer, we reserve the right to limit the frequency of balances transferred, and any other outstanding promotional rate offers with regard to those balances are superseded. Balances created under this offer will be processed in the order received. Payments will be applied at our option, to any lower rate balances, including balances created under this offer, until paid in full, then to any other balance on your account. Balances created under this offer are not subject to a grace period.

Checks used after their expiration date will be subject to the APR and any transaction fees under your Cardholder Agreement terms, as may be amended from time to time, for purchases, balance transfers or cash advances, depending upon how you use the check. Any balances created under this offer are subject to your Cardholder Agreement terms, as may be amended from time to time, except as otherwise described in this offer.

AVAILABLE CREDIT

You must be sure you have sufficient available credit before utilizing this offer. When determining your available credit, you need to take into account any outstanding transactions and finance charges not yet posted to your account, including finance charges that will begin to accrue on these checks immediately upon their use. If you exceed your total credit limit by utilizing your total available credit, requests under this offer may not be honored and/or you may be subject to overlimit charges, if applicable under your Cardholder Agreement terms, as may be amended from time to time.

Prothonotary/Clerk of Courts
William A. Shaw

JUL 27 2006

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101768
NO: 06-1206-CD
SERVICE # 1 OF 1
COMPLAINT & COVER SHEET

PLAINTIFF: BANK OF AMERICA, N.A.
vs.
DEFENDANT: JEFFREY M. SAYERS

SHERIFF RETURN

NOW, August 02, 2006 AT 3:17 PM SERVED THE WITHIN COMPLAINT & COVER SHEET ON JEFFREY M. SAYERS DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JEFFREY M. SAYERS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT & COVER SHEET AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SALDUTTI	1127	10.00
SHERIFF HAWKINS	SALDUTTI	1127	33.63

FILED
03:30 LM
AUG 15 2006

William A. Shaw
Prothonotary

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

*Chester A. Hawkins
by Marilyn Lamm*
Chester A. Hawkins
Sheriff

FILED

AUG 15 2006

William A. Shaw
Prothonotary

SALDUTTI, LLC
BY: Robert L. Saldutti, Esquire
Identification No. PA-63867
800 N. Kings Highway, Ste 300
Cherry Hill, NJ 08034
(856) 779-0300
Attorney for Plaintiff

200 Locust Street
Unit 24E, North
Philadelphia, PA 19106

BANK OF AMERICA	Plaintiff,	CLEARFIELD COUNTY COURT OF COMMON PLEAS
v.		Case No. 2006-01206-CD
JEFFREY M SAYERS	Defendant(s).	CIVIL ACTION-LAW

PRAECIPE TO SETTLE, DISCONTINUE, AND END

TO THE PROTHONOTARY:

Kindly mark matter Settled, Discontinued and Ended.

SALDUTTI, LLC
ROBERT L. SALDUTTI, ESQUIRE

Date: April 2, 2010

FILED NO. 600
APR 05 2010
S
William A. Shaw
Prothonotary/Clerk of Courts

FILED

APR 05 2010

William A. Shaw
Prothonotary/Clerk of Courts