

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CASE NO.: 06-1341-CD
IN CIVIL ACTION:

COMMONWEALTH FINANCIAL SYSTEMS, INC.
assignee of WELLS FARGO FINANCIAL NATIONAL
BANK
Plaintiff

vs.

IRENE M. BEDEKOVICH

Defendant

COMPLAINT

CODE-
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

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PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
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FILED ICC
m 12:42 PM
AUG 21 2006
Shff
Att'y pd. \$85.00

William A. Shaw
Prothonotary/Clerk of Courts

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

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IRENE M. BEDEKOVICH

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, 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 Serices
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 Pennsylvania, and as the assignee of Wells Fargo Financial National Bank, stands in its assignor's stead, and all are hereinafter referred to interchangeably as "Plaintiff".
2. At a specific instance the Assignor sold, assigned and transferred to Plaintiff all of Assignor's right, title and interest in, and to the agreement between Assignor and Defendant. Assignor had the right to assign the agreement. A copy of the assignment is attached hereto as Exhibit "A".
3. All conditions precedent to Assignor's right to be paid under the terms of the contract have occurred.
4. Defendant is an individual whose address is 897 Walnut POB 83 St, Smithmill, Clearfield County, Pennsylvania 16680.
5. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card and/or loan by Plaintiff at the terms and conditions agreed upon by the parties.
6. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using credit card or loan to make purchases and/or cash advances.
7. 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 \$2,859.15, 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.
10. Plaintiff avers that the interest has accrued at the rate of 6.00% per annum on the balance due from June 23, 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 the amount of \$2,859.15, with appropriate additional interest from June 23, 2005, plus attorneys fees and costs.

APPLE AND APPLE, P.C.

By: _____


Attorneys for Plaintiff(s)

EXHIBIT A

BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Wells Fargo Financial National Bank, a national banking association, Wells Fargo Financial Retail Credit, Inc., an Iowa corporation, Wells Fargo Financial Retail Services, Inc., an Iowa corporation (each a "Seller" and collectively, the "Sellers"), hereby assigns, transfers and conveys to Unifund CCR Partners, a New York general partnership ("Buyer"), pursuant to the terms and conditions of that certain Purchase Agreement (the "Agreement") dated as of April 28, 2005 by and between the Sellers and Buyer, all of the Sellers' right, title and interest in and to the Receivables listed on the attached Schedule A. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Buyer hereby acknowledges that the Sellers are making no representation or warranty with respect to the assets being conveyed hereby except as set forth in the Agreement. The Sellers; for themselves, their successors and assigns, hereby covenant and agree that, at any time and from time to time forthwith upon the written request of Buyer, the Sellers will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed, transferred and delivered by this Bill of Sale.

IN WITNESS WHEREOF, the Sellers have executed this Bill of Sale as of April 28, 2005 to be effective as of the Closing Date.

WELLS FARGO FINANCIAL NATIONAL BANK

By: _____

Name: PAUL JONES

Title: VICE PRESIDENT

WELLS FARGO FINANCIAL RETAIL CREDIT, INC.

By: _____

Name: PAUL JONES

Title: VICE PRESIDENT

WELLS FARGO FINANCIAL RETAIL SERVICES, INC.

By: _____

Name: PAUL JONES

Title: VICE PRESIDENT

EXHIBIT "A"

A-1

(right click for options)

Collector Window

Debtor ID: 2254020 Type: Consumer SSN: [REDACTED] DOB: [REDACTED]
Name: IRENE M BEDEKOVICH
Phone: [REDACTED]
Address: 897 WALNUT POB 83 ST
SMITHMILL PA 16680
Status: 31 Priority: 04
Warning: [REDACTED]
Worklist: 154 Next Contact: 06/12/2006 Time: [REDACTED]

Account Details Window

ID: 2254020 Status: 311-Atty handling for CFSI
Date: 06/12/2006
Clt ID: 5324
Orig Clt: AMERICAN APPLIANCE
Clt Ref No: WLS0501
Bureau Report: [X] Last Report: 06/04/2006
Debt Descr: 06/24/2005, BUCKS
Comments: 0699-070889

Debt Type: PCD
Coll Plan: 007
Fee Plan: AAA
Cont Plan: UNI
Sales Rep: [REDACTED]
Int Rate: 6.00
Last Pmt: [REDACTED]

Service Date: 10/23/2000
Last Charge Date: [REDACTED]
First Delinquency: 04/22/2002
Charge Off Date: [REDACTED]
List Date: 06/23/2005
Int Calc Date: 06/23/2005
Last Pmt Date: 06/24/2001
Statute Date: [REDACTED]

Principal	Interest	Court Cost	Check Fee	Attorney Fee	Service Fee	Misc. Fees	Original	Accrued	Adjustments	Paid	Balance
\$2,223.70	\$417.05	\$89.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,223.70	\$129.40	\$0.00	\$0.00	\$2,223.70
											\$546.45
											\$89.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$0.00
											\$2,859.15

Activity History

Display activity time as: Local User time Debtor time

ACT DATE	ACT TIME	USER ID	COMMENTS
06/01/2006	7:57:34 AM	203	Apple & Apple
06/01/2006	7:57:37 AM	203	Email Assist from 203 to 154.
06/12/2006	11:06:59 AM	217	DISMISSED W/O PREJUDICE
06/12/2006	11:07:09 AM	217	Warning: DO NOT CALL ATTY HANDLING FOR CFSI
06/12/2006	11:07:16 AM	217	SENT PACKAGE TO ATTY APPLE
06/12/2006	11:07:22 AM	217	Automatic Debtor status change from [REDACTED] to ATTY APPLE

☐ Add as Warning (45 characters only)

Clear Warning

Log

Cancel

OK

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.

Date:

7-14-06


PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 106038

CFSI File No. 2254020

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101848
NO: 06-1341-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS INC. assignee of WELLS
FARGO FINANCIAL NATIONAL BANK
vs.
DEFENDANT: IRENE M. BEDEKOVICH

SHERIFF RETURN

NOW, September 07, 2006 AT 9:56 AM SERVED THE WITHIN COMPLAINT ON IRENE M. BEDEKOVICH
DEFENDANT AT 897 WALNUT ST., SMITHMILL, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO
JAMES BEDEKOVICH, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE
KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
07:56 PM
SEP 08 2006
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APPLE	12118	10.00
SHERIFF HAWKINS	APPLE	12118	90.00

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,

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

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

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
WELLS FARGO FINANCIAL NATIONAL BANK

Plaintiffs

vs.

IRENE M. BEDEKOVICH

Defendant

NO. 2006-1341-CD

FILED

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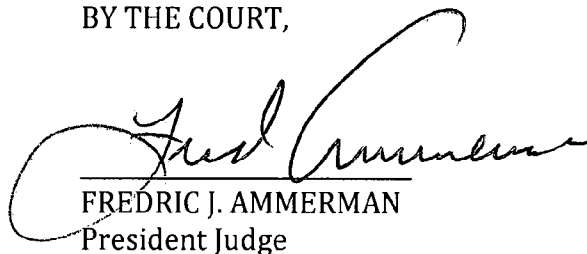
9 MAR 21 2013

William A. Shaw KIC
Prothonotary/Clerk of Courts

ORDER

NOW, this 15th day of March, 2013, upon the Court's review of the docket and noting that there has been no activity for a period of over six years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge