

06-1341-CD
Comm Fin. System vs Irene Bedekovich

2006-1341-CD
Comm Fin et al vs Irene Bedekovich

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. 30541
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FILED *1CC*
m 12:42pm *WSH*
AUG 21 2006
Atty pd. 885.00

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

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vs.

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 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 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: Paul Jones
Name: PAUL JONES
Title: VICE PRESIDENT

WELLS FARGO FINANCIAL RETAIL CREDIT, INC.

By: Paul Jones
Name: PAUL JONES
Title: VICE PRESIDENT

WELLS FARGO FINANCIAL RETAIL SERVICES, INC.

By: Paul Jones
Name: PAUL JONES
Title: VICE PRESIDENT

EXHIBIT A

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.

7-14-06
Date:

Patricia A. Cobb
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
09/08/2006
SEP 08 2006
W.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 Marley Hause
Chester A. Hawkins
Sheriff

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

COMMONWEALTH FINANCIAL SYSTEMS, INC., * NO. 2006-1341-CD
WELLS FARGO FINANCIAL NATIONAL BANK *
Plaintiffs *
vs. *
IRENE M. BEDEKOVICH *
Defendant *
9 MAR 21 2013

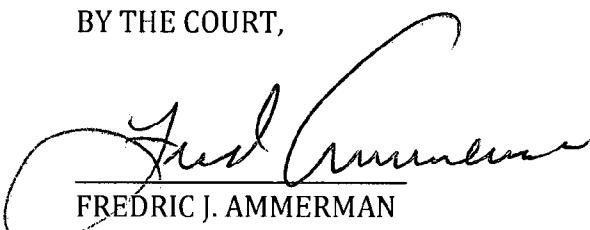
FILED
01/29/2013
2 MAR 21 2013

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,



FREDERIC J. AMMERMAN
FREDRIC J. AMMERMAN
President Judge