

07-135-CD
Action Manag. Vs Melvin L. Winters

Action Management et al vs Melvin Winters
2007-135-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CASE NO.:
IN CIVIL ACTION:

**ACTION MANAGEMENT, INC. assignee of
UNIFUND CCR PARTNERS, assignee of
CITIBANK**

Plaintiff,

07-135-CD

vs.

MELVIN L. WINTERS,

Defendant

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

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Telephone: 412-682-1466
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FILED Atty pd. 85.00
m/2/2007
JAN 26 2007
JAN 26 2007
1CC Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

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

**NO.:
IN CIVIL ACTION:**

**ACTION MANAGEMENT, INC. assignee of
UNIFUND CCR PARTNERS, assignee of
CITIBANK**

Plaintiff,

vs.

MELVIN L. WINTERS,

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 58 West Valley Ave. P.O. Box 276, Elysburg, PA 17824, 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. 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 2171 Drane Hwy, Osceola Mills, Clearfield County, Pennsylvania 16666.
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 \$17,453.54, 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 30.99% per annum on the balance due from October 9, 2003.
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 \$17,453.54, with appropriate additional interest from October 9, 2003, plus attorneys fees and costs.

APPLE AND APPLE, P.C.

By: 
Attorneys for Plaintiff(s)

EXHIBIT A



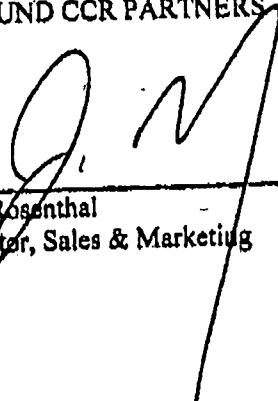
Unifund CCR Partners

BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Harry Strausser, Jr. ("Purchaser"), dated as of February 28, 2006 (the "Agreement"), does hereby sell, assign, and transfer to Purchaser all of its good and marketable title, free and clear of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectibility, or otherwise, except to the extent stated in the Agreement.

Executed on March 8, 2006.

UNIFUND CCR PARTNERS

By 
Joel Rosenthal
Director, Sales & Marketing

For Unifund Use ONLY

Client #	PID	CID #

11

EXHIBIT A

EXHIBIT A



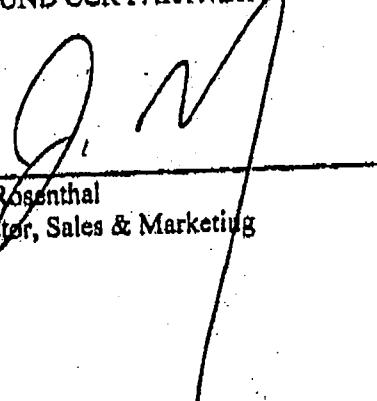
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UNIFUND CCR PARTNERS

By 
Joel Rosenthal
Director, Sales & Marketing

For Unifund Use ONLY

Client #	BID	CID #



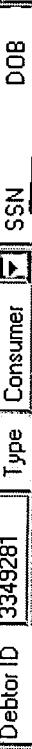
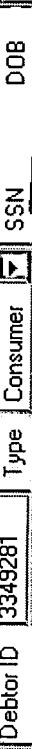
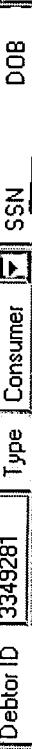
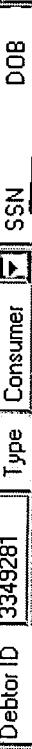
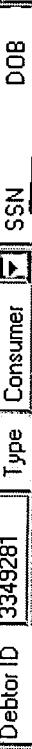
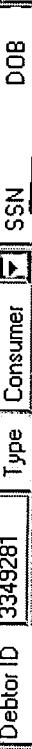
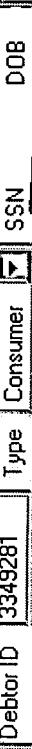
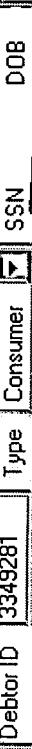
Collector Window







































































































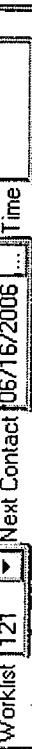


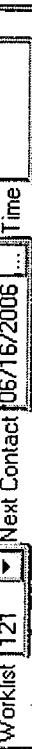
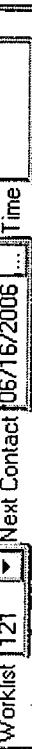
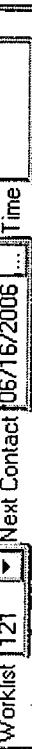












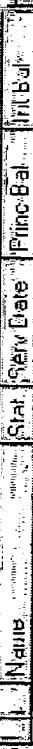
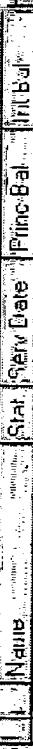
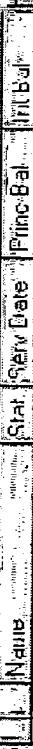
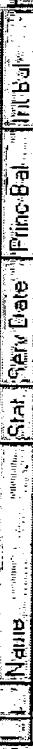
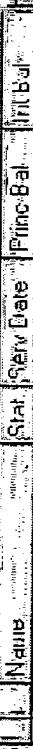
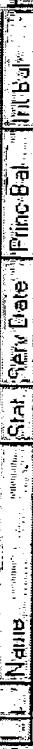
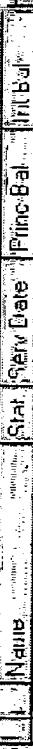
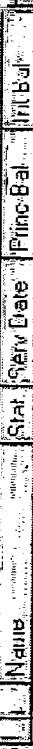
















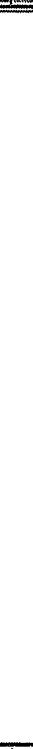




















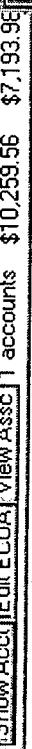
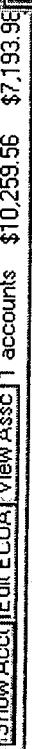
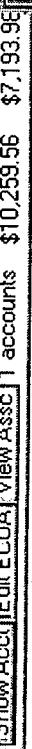
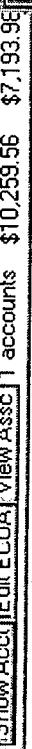
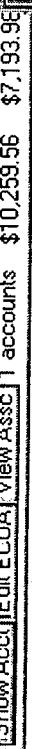
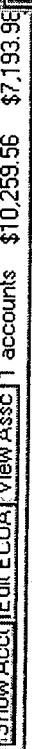
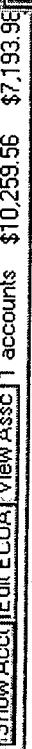
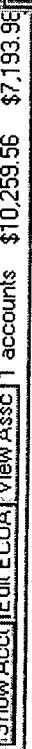
















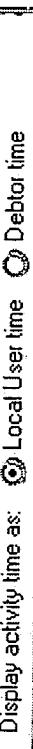




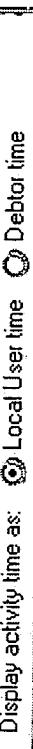




































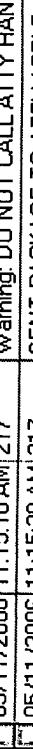




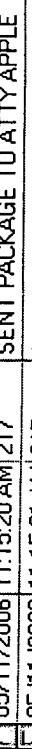
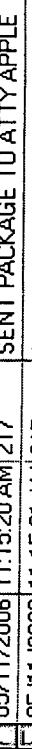
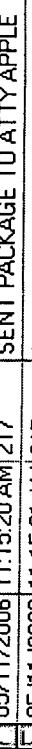
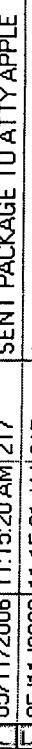
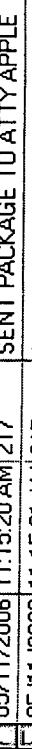
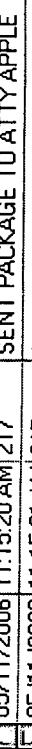
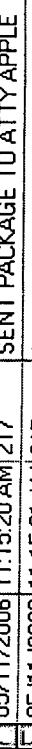
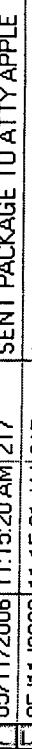
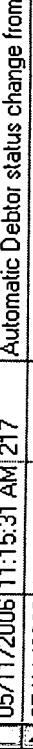
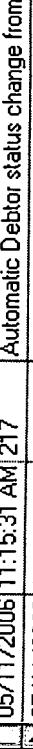
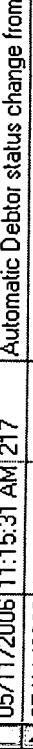
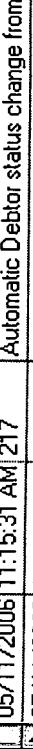
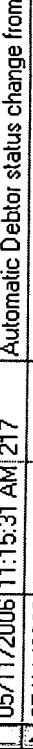
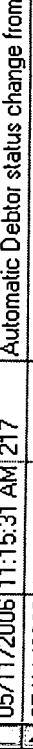
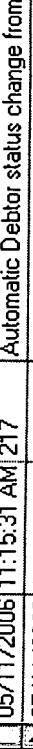
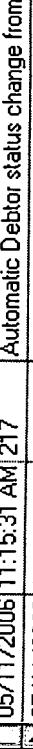
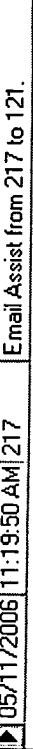
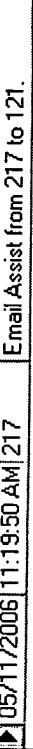
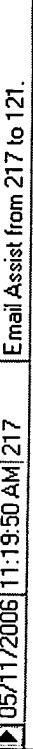
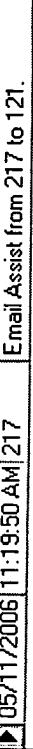
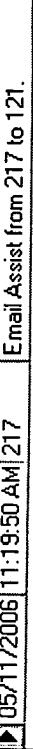
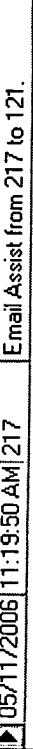
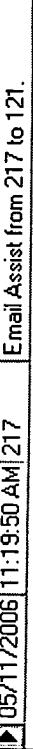
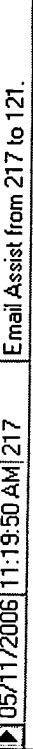






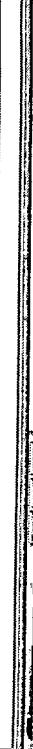











Debmaster Enterprise

File Edit Tasks TaskOptions Window Help



Collector Window

Account Details Window

right-click for options

Debtor ID	3349281	Type	Consumer	SSN	DOB	ID	3349281	1	Debt Type	PCD	Service Date	02/05/2002
Name	MELVIN L WINTERS					Status	311 Atty handling for CESI		Last Charge Date			
Phone	Home	A				Date	05/11/2006		Coll Plan	K35		
	814-339-7707					Cit ID	5453		Fee Plan	AAA		
Address	2171 DRANE HWY				Orig Cit	Cit Ref No	CIT0563		Cont Plan	UNI	First Delinquency	04/23/2004
						Bureau Report	checkbox	Last Report	Sales Rep		Charge Off Date	
						Debt Descr	10/08/2007, CLEARFIELD	Last Pmt			List Date	03/07/2006
Warning					Comments		5491130395288350				Int Calc Date	03/07/2006
											Last Pmt Date	10/08/2003
											Statute Date	

Worklist 121 Next Contact 06/16/2006 Time

ACT DATE	ACT TIME	USER ID	COMMENTS
04/20/2006	6:14:22 PM	216	Email Assist from 216 to 203.
04/21/2006	7:25:47 AM	203	Automatic Debtor status change from CBS to LSP.
05/11/2006	11:15:10 AM	217	Warning: DO NOT CALL ATTY HANDLING FOR CESI
05/11/2006	11:15:20 AM	217	SENT PACKAGE TO ATTY APPLE
05/11/2006	11:15:31 AM	217	Automatic Debtor status change from LSP to ATY.
05/11/2006	11:19:50 AM	217	Email Assist from 217 to 121.

Display activity time as: Local User time Debtor time

Original	Accrued	Adjustments	Paid	Balance
\$10,259.56			\$0.00	\$10,259.56
Interest	\$6,314.19	\$8,979	\$0.00	\$7,193.98
Court Cost	\$0.00		\$0.00	
Check Fee	\$0.00		\$0.00	
Attorney Fee	\$0.00		\$0.00	
Service Fee	\$0.00		\$0.00	
Misc. Fees	\$0.00		\$0.00	

Total \$17,453.54

Add as Warning (45 characters only)

Cancel

OK

Log

Clear Warning

Start

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W...

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11:28 AM

AFFIDAVIT

I, James R. Apple, Esquire, Charles F. Bennett, Esquire, or Joel E. Hausman, Esquire as indicated below verify that:

1. I am the attorney for the Plaintiff;
2. That the facts set forth in the foregoing Pleading are true and correct to the best of my knowledge; information, and belief, based upon information received from the Plaintiff.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4909, relating to unsworn falsification to authorities.

APPLE AND APPLE, P.C.

Dated:

1/23/07

By:


Attorneys for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102380
NO: 07-135-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: ACTION MANAGEMENT, INC. assignee of UNIFUND CCR PARTNERS,
assignee of CITIBANK

vs.

DEFENDANT: MELVIN L. WINTERS

SHERIFF RETURN

NOW, February 20, 2007 AT 2:23 PM SERVED THE WITHIN COMPLAINT ON MELVIN L. WINTERS DEFENDANT AT 2171 DRANE HWY., OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MELVIN L. WINTERS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED
03/01/07
MAY 01 2007
WAS

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APPLE	13444	10.00
SHERIFF HAWKINS	APPLE	13444	37.40

Sworn to Before Me This

So Answers,

____ Day of _____ 2007

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CASE NO. 2007-135 CD
IN CIVIL ACTION:

**ACTION MANAGEMENT, INC. assignee of
UNIFUND CCR PARTNERS, assignee of
CITIBANK**

Plaintiff,

vs.

MELVIN L. WINTERS,

Defendant

**PRAECIPE FOR DEFAULT
JUDGMENT
CODE-
FILED ON BEHALF OF
PLAINTIFF**

**COUNSEL OF RECORD
FOR THIS PARTY:**

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PA I.D. No 37942

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PA I.D. No 30541

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4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466

FILED Atty pd. 20.00
JUL 11 2007 Notice to Def.

William A. Shaw
Prothonotary/Clerk of Courts
Statement to
Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CASE NO. 2007-135 CD
IN CIVIL ACTION:

**ACTION MANAGEMENT, INC. assignee of
UNIFUND CCR PARTNERS, assignee of
CITIBANK**

-vs- Plaintiff,

MELVIN L. WINTERS,

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the above- named Defendant(s) in Default of an Answer, in the amount of \$41,570.34, computed as follows:

Amount named in Complaint	\$17,453.54
Interest from October 9, 2003 to June 4, 2007 on \$17,453.54	\$19,753.42
Less payment of:	-\$
Attorney fees	\$4,363.38
TOTAL	\$41,570.34

I certify that Notice of the intention to enter this Judgment was given pursuant to Pa. R.C.P. 237.1. A copy of said Notice is attached, and was mailed on May 16, 2007 by regular mail, postage prepaid and, addressed as follows:

Defendant: Melvin L. Winters
2171 Drane Hwy
Osceola Mills PA 16666

Dated: 7/1/07

By: 
Attorneys for the Plaintiff(s)

APPLE AND APPLE, P.C.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CASE NO. 2007-135-CD
IN CIVIL ACTION

**ACTION MANAGEMENT, INC. assignee of
UNIFUND CCR PARTNERS, assignee of
CITIBANK**

Plaintiff,

vs.

MELVIN L. WINTERS,

Defendant

Melvin L. Winters
2171 Drane Hwy
Osceola Mills, PA 16666

Date of Notice: May 16, 2007

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU, UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE. A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

By: 

James R. Apple, Esq.
Attorneys for Plaintiff(s)
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COPY

CASE NO. 2007-135 CD
IN CIVIL ACTION:

**ACTION MANAGEMENT, INC. assignee of
UNIFUND CCR PARTNERS, assignee of
CITIBANK**

-vs- Plaintiff,

MELVIN L. WINTERS,

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff Defendant Garnishee

You are hereby notified that the following Order or Judgment was entered against you on July 5, 2007.

Assumpsit Judgment in the amount of \$41,570.34, plus costs.

Trespass Judgment in the amount of \$_____.

If not satisfied within sixty (60) days, your motor vehicle operator's license and/or

Registration will be suspended by the Dept. of Transportation, Bureau of Traffic Safety, Harrisburg, PA.

Entry of Judgment Court Order
 Non-Pros Confession
 (X) Default Verdict
 Arbitration Award Other

Melvin L. Winters
2171 Drane Hwy
Osceola Mills, PA 16666

PROTHONOTARY
By: Walt L. Hargan
Prothonotary(or Deputy)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

Action Management, Inc.
Unifund CCR Partners
Citibank
Plaintiff(s)

No.: 2007-00135-CD

Real Debt: \$41,570.34

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Melvin L. Winters
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 5, 2007

Expires: July 5, 2012

Certified from the record this 5th day of July, 2007.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney