

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,

vs.

MELVIN L. WINTERS,

Defendant

07-135-CD

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/2:01/201
JAN 26 2007

Atty pd. 85.00

ICC 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 Serices
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

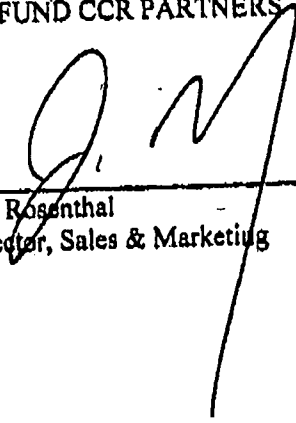
Unifund CCR Partners

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 clean 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

JUN-13-2006 16:09 From: ACTION MANAGEMENT 113707672+9922 16:3109631644 P.12/13

EXHIBIT A

unifund

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 clean 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 #

Collector Window

Debtor ID 3349281 Type Consumer SSN D08
Name MELVIN L WINTERS
Phone Home 814-339-7707
Address 2171 DRANE HWY
OSCEOLA MILLS PA 16666
Status 31
Priority 0
Lang
Warning 31 NEW YORK HAND INP 06/16/2006
Worklist 121 Next Contact 06/16/2006 Time

Account Details Window

ID 3349281 PCD
Status 311-Att handling for CFSI
Date 05/11/2006 K35
Clt ID 5453 AAA
Orig Clt CITIBANK UNI
Clt Ref No CIT0563
Bureau Report [X] Last Report 06/04/2006 30.99
Debt Descr 10/08/2007, CLEARFIELD
Comments 5491130395288350

Debt Type PCD
Coll Plan K35
Fee Plan AAA
Cont Plan UNI
Sales Rep
Int Rate 30.99
Last Pmt
Service Date 02/05/2002
Last Charge Date
First Delinquency 04/23/2004
Charge Off Date
List Date 03/07/2006
Int Calc Date 03/07/2006
Last Pmt Date 10/08/2003
Statute Date

Account Details Cross-tab

	Original	Accrued	Adjustments	Paid	Balance
Principal	\$10,259.56		\$0.00	\$0.00	\$10,259.56
Interest	\$6,314.19	\$879.79	\$0.00	\$0.00	\$7,193.98
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 \$17,453.54

Activity History

Display activity time as: Local User time Debtor 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 ATTORNEY HANDLING FOR CFSI
05/11/2006	11:15:20 AM	217	SENT PACKAGE TO ATTORNEY 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.

EXHIBIT B

Add as Warning (45 characters only)

Clear Warning

Log

Cancel

Cancel

Collector Window

Debtor ID: 3349281 Type: Consumer SSN: [redacted] DOB: [redacted]

Name: MELVIN L WINTERS

Phone: Home: [redacted] 814-339-7707

Address: 2171 DRANE HWY OSCEOLA MILLS PA 16666

Status: 31 Priority: 0 Lang: [redacted]

Warning: [redacted]

Worklist: 121 Next Contact: 06/16/2006 Time: [redacted]

Account Details Window

ID: 3349281 Status: 311-Atty handling for DFSI

Date: 05/11/2006 Ck ID: 5453 Orig Ck: CITIBANK Ck Ref No: CIT0563

Bureau Report: [checked] Last Report: 06/04/2006

Debt Descr: 10/08/2007, CLEARFIELD

Comments: 5491130395288350

Debt Type: PCD Coll Plan: K35 Fee Plan: AAA Cont Plan: UNI Sales Rep: [redacted] Int Rate: 30.99

Service Date: 02/05/2002 Last Charge Date: [redacted] First Delinquency: 04/23/2004 Charge Off Date: [redacted] List Date: 03/07/2006 Int Calc Date: 03/07/2006 Last Pmt Date: 10/08/2003 Statute Date: [redacted]

	Original	Accrued	Adjustments	Paid	Balance
Principal	\$10,259.56		\$0.00	\$0.00	\$10,259.56
Interest	\$6,314.19	\$879.79	\$0.00	\$0.00	\$7,193.98
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: \$17,453.54

Show Acct: [redacted] Edit EDOA: [redacted] View Assoc: 1 accounts \$10,259.56 \$7,193.98

Activity History

Display activity time as: Local User time Debtor time

ACT DATE	ACT TIME	USER ID	COMMENTS
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05/11/2006	11:19:50 AM	217	Email Assist from 217 to 121.

Add as Warning (45 characters only) Clear Warning Log Cancel

OK Cancel

AFFIDAVIT

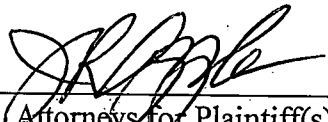
I, James R. Apple, Esquire, Charles F. Bennett, Esquire, or Joel E. Hausman, Esquire as indicated below verify that:

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

01/31/07
MAY 01 2007

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

_____ Day of _____ 2007

So Answers,

Chester A. Hawkins
by Marilyn Harper

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
PLAINTFF

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 15213-1237

Telephone (412) 682-1466

FILED

JUL 05 2007

Atty pd. 20.00

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

APPLE AND APPLE, P.C.

Dated: 7/1/07

By: 
Attorneys for the Plaintiff(s)

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 Serices
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

COPY

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

NOTICE OF JUDGMENT OR ORDER

TO: () Plaintiff (X) Defendant () Garnishee

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

(X) 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.

(X) 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: William L. Hays

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