

07-185-CD
Comm Fin. Vs Harry Robbins

Comm Fin vs Harry Robbins
2007-185-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

NO.: 2007-185-C0
IN CIVIL ACTION

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of UNIFUND CCR PARTNERS, assignee
of CITIBANK SOUTH DAKOTA, N.A.

Plaintiff,

vs.

HARRY H. ROBBINS,

Defendant.

FILED

FEB 05 2007

M 12:00 PM

William A. Shaw
Prothonotary/Clerk of Courts

1 CERT TO SHCC

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

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

**NO.:
IN CIVIL ACTION**

**COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of UNIFUND CCR PARTNERS, assignee
of CITIBANK SOUTH DAKOTA, N.A.**

Plaintiff,

vs.

HARRY H. ROBBINS,

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, PA 18504, and as the assignee of Unifund CCR Partners, assignee of Citibank South Dakota, N.A., 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 1438 Crystal Springs Road, Penfield, Clearfield County, Pennsylvania 15849.
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 \$34,072.41, 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 25.00% per annum on the balance due from March 11, 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 \$34,072.41, with appropriate additional interest from March 11, 2005, plus attorneys fees and costs.

APPLE AND APPLE, P.C.

By: _____


Attorneys for Plaintiff(s)



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 Commonwealth Financial Systems, Inc. ("Purchaser"), dated as of March 4, 2005 (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 Mar 4, 2005.

UNIFUND CCR PARTNERS
By Credit Card Receivables Fund, Inc.
Its General Partner

By DR
David Rosenberg
President

EXHIBIT A

For Unifund Use ONLY

12

Client #	PID	CID #

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of January 6, 2005, between Citibank (South Dakota), National Association, a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") and Unifund CCR Partners, located at 10625 Techwoods Circle, Cincinnati, OH 45242 ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated January 6, 2005, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, good and marketable title to the Accounts described in Section 1.2 of the Agreement, free and clear of all encumbrances, equity, lien, pledge, charge, claim, or security interest.

This Bill of Sale, Assignment and Assumption Agreement is executed without recourse and without representations or warranties including, without limitation, warranties as to collectibility.

Citibank (South Dakota),
National Association

By: _____

(Signature)

Chief Fin. Officer/608-T Finance

Cards

Name: 0000391579

Sioux Falls, SD

(605) 331-2855

Title: _____

Unifund CCR Partners

By: _____

D. Rosenberg

(Signature)

Name: David G. Rosenberg

Title: General Partner

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:

11-27-06


PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 106693

CFSI File No. 1895356

William A. Shaw
Prothonotary/Clerk of Courts

FEB 05 2007

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102416
NO: 07-185-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC. assignee of UNIFUND CCR PARTNERS
assignee of CITIBANK SOUTH DAKOTA, N.A.

vs.

DEFENDANT: HARRY H. ROBBINS

SHERIFF RETURN

NOW, March 07, 2007 AT 3:20 PM SERVED THE WITHIN COMPLAINT ON HARRY H. ROBBINS DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO HARRY ROBBINS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

FILED
07/18/07
MAY 21 2007
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APPLE	13846	10.00
SHERIFF HAWKINS	APPLE	13846	34.52

Sworn to Before Me This

____ Day of _____ 2007

So Answers,

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

FILED

MAY 21 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

COMMONWEALTH FINANCIAL
SYSTEMS, INC., assignee of
UNIFUND CCR PARTNERS,
assignee of CITIBANK SOUTH
DAKOTA, N.A.,

Plaintiff

vs.

HARRY H. ROBBINS,
Defendant

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* NO.: 07-185-CD
*
* Type of Case: Civil
*
* Type of Pleading: Preliminary Objections
*
*
* Filed on Behalf of: Harry H. Robbins
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16839
* (814)765-9646

FILED 3CC A/H
9/1/35cm Foor
SEP 10 2007
WM

William A. Shaw
Prothonotary/Clerk of Courts

4. Plaintiff filed a Complaint demanding damages in the amount of \$ 34, 072.41 plus attorney fees and costs.

5. Plaintiff has failed to attach to the Complaint a signed written contract between Plaintiff and Defendant. Such writing would form the very core of Plaintiff's case, but such writing has not been appended to the Complaint, nor its absence explained, as required by Pa.R.C.P. No. 1019(h) and (i).

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objections and dismiss Plaintiff's Complaint.

II. PRELIMINARY OBJECTION RAISING INSUFFICIENT SPECIFICITY IN A PLEADING Pa. R.C.P. 1028 (a)(3)

1. The Complaint contains alleged claims for money owed but fails to provide adequate documentation or accounting of charges allegedly made by Defendant, which would support Plaintiff's claim of damages, such as a breakdown of charges, payments, and interest, so that Defendant can properly formulate a response and assert any counterclaims.

2. The Complaint is deficient in reciting factual averments and Defendant is without information upon which he can premise a meaningful response and formulate a defense.

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objections and dismiss Plaintiff's Complaint.

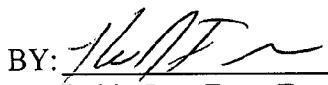
Respectfully submitted,

MidPenn Legal Services
Attorneys for Defendant

9-10-07

Date

BY:


Robin Jean Foor, Esquire
ID# 41520

FILED

SEP 10 2007

William A. Shaw
Prothonotary/Clerk of Courts

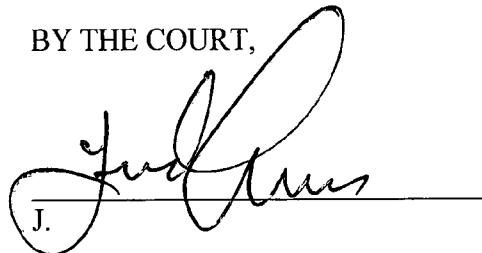
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH FINANCIAL :
SYSTEMS, INC., assignee of :
UNIFUND CCR PARTNERS, assignee of :
CITIBANK SOUTH DAKOTA, N.A. :
: Plaintiff : Civil Action
: vs. : No. 07-185-CD
: :
HARRY H. ROBBINS, :
: Defendant :
:

ORDER

AND NOW, this 11 day of Sept, 2007, upon consideration
of Defendant Harry H. Robbins' Preliminary Objections filed in the above captioned matter, it is
the Order of the Court that argument has been scheduled for the 26th day of
October, 2007 at 9:00 o'clock A .m. in Courtroom # 1,
Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



J. H. Shaw

FILED 3cc
09/30/2007 Atty Foor
SEP 11 2007 (GR)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

SEP 11 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/11/07

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

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

COMMONWEALTH FINANCIAL
SYSTEMS, INC., assignee of
UNIFUND CCR PARTNERS,
assignee of CITIBANK SOUTH
DAKOTA, N.A.,

Plaintiff

vs.

HARRY H. ROBBINS,
Defendant

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*
*
*
* NO.: 07-185-CD
*
* Type of Case: Civil
*
* Type of Pleading: Certificate
of Service
*
* Filed on Behalf of: Harry H. Robbins
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16839
* (814)765-9646

SEP 19 2007
6/10/04
William A. Shaw
Prothonotary/Clerk of Courts
1 CERT TO ATTCL

FILED

SEP 19 2007

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William A. Shaw
Notary/Clerk of Courts

Prothonotary/Clerk of Courts

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

COMMONWEALTH FINANCIAL :
SYSTEMS, INC., assignee of :
UNIFUND CCR PARTNERS, assignee of :
CITIBANK SOUTH DAKOTA, N.A. :
:
Plaintiff : Civil Action
:
vs. : No. 07-185-CD
:
HARRY H. ROBBINS, :
:
Defendant :
:

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 12th day of September, 2007, I served a copy of the Defendant's Preliminary Objections and an Order scheduling argument on the objections filed in that above captioned matter to the following individual by first class mail, postage prepaid:

James R. Apple, Esquire
APPLE AND APPLE, PC
4650 Baum Boulevard
Pittsburgh, PA 15213



Robin Jean Foor
PA ID # 41520
MidPenn Legal Services Inc.
211 East Locust Street
Clearfield, PA 16803
(814)765-9646

William A. Shaw
Prothonotary/Clerk of Courts

SEP 19 2007

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of UNIFUND CCR PARTNERS, assignee
of CITIBANK SOUTH DAKOTA, N.A.

NO. 2007-185-CD
IN CIVIL ACTION

Plaintiff,

vs.

HARRY H. ROBBINS,

Defendant.

**CONSENT ORDER
ON PRELIMINARY
OBJECTIONS**

**CODE-
FILED ON BEHALF OF
PLAINTIFF**

**COUNSEL OF RECORD
FOR THIS PARTY:**

Charles F. Bennett
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 *2007*
10/14/07 *Atty Bennett*
OCT 23 2007

William A. Shaw
Prothonotary/Clerk of Courts

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of UNIFUND CCR PARTNERS, assignee
of CITIBANK SOUTH DAKOTA, N.A.

NO. 2007-185-CD
IN CIVIL ACTION

Plaintiff,

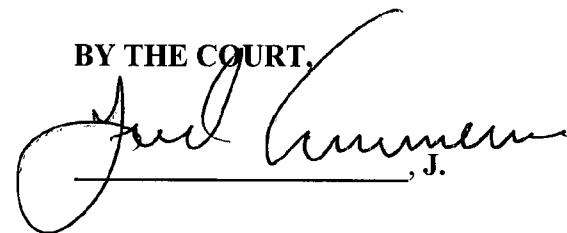
vs.

HARRY H. ROBBINS,
Defendant.

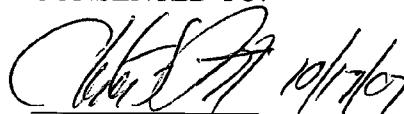
ORDER

AND NOW, to-wit, this 23 day of October, 2007, upon consideration of Defendant's Preliminary Objections and the consent of the undersigned counsel for the parties, it is hereby ORDERED that the Preliminary Objections are sustained and Plaintiff's Complaint is stricken for lack of conformity to law or rule of court, it is further ordered that Plaintiff shall file, within 90 days of the date of this Order, an Amended Complaint in conformity with Pa.R.C.P. Nos. 1019 and 1028 (a) (3.).

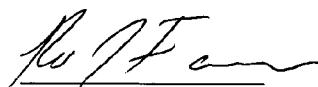
BY THE COURT,



CONSENTED TO:



Charles F. Bennett
Attorney For Plaintiff



Robin Jean Foor
Attorney For Defendant

FILED

OCT 23 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/23/07

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions: