

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Judicial District, County Of

46th

NOTICE OF APPEAL

FROM

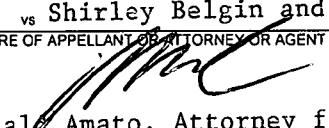
DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

07-273-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case referenced below.

NAME OF APPELLANT Hudson & Keyse, LLC		MAG. DIST. NO. 46-3-04	NAME OF D.J. James L. Hawkins	
ADDRESS OF APPELLANT C/o Ronald Amato, Esq., 107 North Commerce Way, Bethlehem		CITY PA	STATE PA	ZIP CODE 18020
DATE OF JUDGMENT 2/12/07	IN THE CASE OF (Plaintiff) Hudson & Keyse, LLC		(Defendant) vs Shirley Belgin and Bernard Belgin	
DOCKET No. CV-002-07		SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT  Ronald Amato, Attorney for Appellant		
This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action before a District Justice, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.		
_____ Signature of Prothonotary or Deputy				

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa.R.C.P.D.J. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary

Enter rule upon _____ appellee(s) to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or attorney or agent

RULE: To _____ appellee(s)

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing.

Date: _____, 20

Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

FILED

Atty pd. 85.00

m/1:38:01
FEB 22 2007

ICC - Atty Amato

Seals.

DJ Hawkins

Notices mailed 2/23/07 upon receipt of envelopes

AOPC 312-02

William A. Shaw

Prothonotary/Clerk of Courts

COURT FILE TO BE FILED WITH PROTHONOTARY

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing of the notice of appeal. Check applicable boxes.)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; ss

AFFIDAVIT: I hereby (swear) (affirm) that I served

☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, 20____, ☐ by personal service ☐ by (certified) (registered) mail,
sender's receipt attached hereto, and upon the appellee, (name) _____, on
_____, 20____ ☐ by personal service ☐ by (certified) (registered) mail,
sender's receipt attached hereto.

(SWORN) (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 20____.

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 20____.

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Judicial District, County Of

46th

NOTICE OF APPEAL

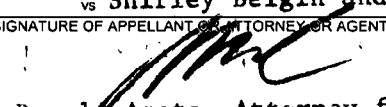
FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 07-273-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case referenced below.

NAME OF APPELLANT Hudson & Keyse, LLC		MAG. DIST. NO. 46-3-04	NAME OF D.J. James L. Hawkins	
ADDRESS OF APPELLANT C/o Ronald Amato, Esq., 107 North Commerce Way, Bethlehem		CITY PA	STATE PA	ZIP CODE 18020
DATE OF JUDGMENT 2/12/07	IN THE CASE OF (Plaintiff) Hudson & Keyse, LLC		(Defendant) vs Shirley Belgin and Bernard Belgin	
DOCKET No. CV-002-07		SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT  Ronald Amato, Attorney for Appellant		
This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action before a District Justice, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.		
_____ Signature of Prothonotary or Deputy				

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa.R.C.P.D.J. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary

Enter rule upon _____ appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or attorney or agent

RULE: To _____ appellee(s)

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing.

Date: _____, 20

Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing of the notice of appeal. Check applicable boxes.)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; ss

AFFIDAVIT: I hereby (swear) (affirm) that I served

☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, 20____. ☐ by personal service ☐ by (certified) (registered) mail,
sender's receipt attached hereto, and upon the appellee, (name) _____, on
_____, 20____. ☐ by personal service ☐ by (certified) (registered) mail,
sender's receipt attached hereto.

(SWORN) (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 20____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 20____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-04

MDJ Name: Hon.

JAMES L. HAWKINS

Address:

**251 SPRING ST
PO BOX 362**

HOUTZDALE, PA

Telephone: **(814) 378-7160**

16651-0362

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

**HUDSON & KEYSE, LLC
107 N COMMERCE WAY
BETHELEM, PA 18017**

VS.

DEFENDANT:

NAME and ADDRESS

**BELGIN, SHIRLEY, ET AL.
742 RAILROAD ST
COALPORT, PA 16627**

**C/O AMATO & ASSOCIATES, P.C.
107 N COMMERCE WAY
BETHELEM, PA 18017**

Docket No.: **CV-0000002-07**
Date Filed: **1/10/07**



THIS IS TO NOTIFY YOU THAT:

Judgment: **DEFAULT JUDGMENT DEF.** (Date of Judgment) **2/12/07**

☒ Judgment was entered for: (Name) **BELGIN, BERNARD**

☒ Judgment was entered against: (Name) **HUDSON & KEYSE, LLC,**
in the amount of \$ **.00**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time _____

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____

☐ Portion of Judgment for physical damages arising out of
residential lease \$ _____

Amount of Judgment	\$.00
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$.00
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

2-12-07 Date *James L. Hawkins*, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

_____, Date _____, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-06

DATE PRINTED: 2/12/07 10:39:00 AM

Mag. Dist. No.:

46-3-04

MDJ Name: Hon.

JAMES L. HAWKINS

Address: **251 SPRING ST**

PO BOX 362

HOUTZDALE, PA

Telephone: **(814) 378-7160**

16651-0362

C/O AMATO & ASSOCIATES, P.C.
107 N COMMERCE WAY
BETHELEM, PA 18017

PLAINTIFF:

NAME and ADDRESS

HUDSON & KEYSE, LLC
107 N COMMERCE WAY
BETHELEM, PA 18017

VS.

DEFENDANT:

NAME and ADDRESS

BELGIN, SHIRLEY, ET AL.
742 RAILROAD ST
COALPORT, PA 16627

Docket No.: **CV-0000002-07**

Date Filed: **1/10/07**



THIS IS TO NOTIFY YOU THAT:

Judgment: **DEFAULT JUDGMENT DEF.** (Date of Judgment) **2/12/07**

☒ Judgment was entered for: (Name) **BELGIN, SHIRLEY**

☒ Judgment was entered against: (Name) **HUDSON & KEYSE, LLC,**
in the amount of \$ **.00**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time _____

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____

☐ Portion of Judgment for physical damages arising out of
residential lease \$ _____

Amount of Judgment	\$.00
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$.00
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

2-12-07 Date James L. Hawkins, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

_____, Date _____, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-06

DATE PRINTED: 2/12/07 10:38:00 AM

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-04**
MDJ Name: Hon. **JAMES L. HAWKINS**
Address: **251 SPRING ST**
PO BOX 362
HOUTZDALE, PA
Telephone: **(814) 378-7160** **16651-0362**

JAMES L. HAWKINS
251 SPRING ST
PO BOX 362
HOUTZDALE, PA 16651-0362

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: **HUDSON & KEYSE, LLC**
107 N COMMERCE WAY
BETHELEM, PA 18017
VS.
DEFENDANT: **BELGIN, SHIRLEY, ET AL.**
742 RAILROAD ST
COALPORT, PA 16627

Docket No.: **CV-0000002-07**
Date Filed: **1/10/07**



THIS IS TO NOTIFY YOU THAT:

Judgment: **DEFAULT JUDGMENT DEF.** (Date of Judgment) **2/12/07**

☒ Judgment was entered for: (Name) **BELGIN, BERNARD**

☒ Judgment was entered against: (Name) **HUDSON & KEYSE, LLC,**
in the amount of \$ **.00**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time _____

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____

☐ Portion of Judgment for physical damages arising out of
residential lease \$ _____

Amount of Judgment	\$.00
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$.00
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

FILED
FEB 27 2007

William A. Shaw
Prothonotary/Clerk of Courts
Magisterial District Judge

2-12-07 Date James L. Hawkins
I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
2-26-07 Date James L. Hawkins, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-04**
MDJ Name: Hon. **JAMES L. HAWKINS**
Address: **251 SPRING ST**
PO BOX 362
HOUTZDALE, PA
Telephone: **(814) 378-7160** **16651-0362**

JAMES L. HAWKINS
251 SPRING ST
PO BOX 362
HOUTZDALE, PA 16651-0362

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS
HUDSON & KEYSE, LLC
107 N COMMERCE WAY
BETHELEM, PA 18017
VS.
DEFENDANT: NAME and ADDRESS
BELGIN, SHIRLEY, ET AL.
742 RAILROAD ST
COALPORT, PA 16627

Docket No.: **CV-0000002-07**
Date Filed: **1/10/07**



THIS IS TO NOTIFY YOU THAT:

Judgment: **DEFAULT JUDGMENT DEF.** (Date of Judgment) **2/12/07**

☒ Judgment was entered for: (Name) **BELGIN, SHIRLEY**

☒ Judgment was entered against: (Name) **HUDSON & KEYSE, LLC,**
in the amount of \$ **.00**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time _____

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____

☐ Portion of Judgment for physical damages arising out of
residential lease \$ _____

Amount of Judgment	\$.00
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$.00
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

2-12-07 Date *James L. Hawkins*, Magisterial District Judge
I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
2-26-07 Date *James L. Hawkins*, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

FILED
MAR 02 2007
m/11:15
William A. Shaw
Prothonotary/Clerk of Courts
1 court to 11:15

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing of the notice of appeal. Check applicable boxes.)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Northampton : ss.

AFFIDAVIT: I hereby (swear) (affirm) that I served

☒ a copy of the Notice of Appeal, Common Pleas No. 07-273, on the District Justice designated therein on
(date of service) 2-28-07, 2007, ☐ by personal service ☒ by (certified) (registered) mail,
sender's receipt attached hereto, and upon the appellee, (name) Bernard and Shirley Belgin, on
2-28-07, 2007 ☐ by personal service ☒ by (certified) (registered) mail,
sender's receipt attached hereto.

(SWORN) (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS 1st DAY OF March, 2007.

Geoffrey G. Schoeneck
Signature of official before whom affidavit was made

Michael Opperman
Signature of affiant

Title of official

My commission expires on 3/29, 2008

NOTARIAL SEAL
GEOFFREY G SCHOENECK
Notary Public
HANOVER TOWNSHIP, NORTHAMPTON CNTY
My Commission Expires Mar 29, 2008

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Judicial District, County of

46th

NOTICE OF APPEAL

FROM


DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

07-273-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case referenced below.

NAME OF APPELLANT Hudson & Keyse, LLC		MAG. DIST. NO. 46-3--04	NAME OF D.J. James L. Hawkins	
ADDRESS OF APPELLANT C/o Ronald Amato, Esq., 107 North Commerce Way, Bethlehem		CITY PA	STATE PA	ZIP CODE 18020
DATE OF JUDGMENT 2/12/07	IN THE CASE OF (Plaintiff) Hudson & Keyse, LLC		(Defendant) Shirley Belgin and Bernard Belgin	
DOCKET No. CV-002-07		SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT  Ronald Amato, Attorney for Appellant		
This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case. _____ Signature of Prothonotary or Deputy		If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action before a District Justice, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.		

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa.R.C.P.D.J. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary

Enter rule upon _____ appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or attorney or agent

RULE: To _____, appellee(s)

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing.

Date: _____, 20

I hereby certify this to be a true and attested copy of the original statement filed in this case.

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

FEB 22 2007

7185 9704 3350 0002 0910

RETURN RECEIPT SERVICE		POSTAGE	RESTRICTED DELIVERY FEE	CERTIFIED FEE	RETURN RECEIPT FEE	TOTAL POSTAGE AND FEES
		\$0.39	\$0.00	\$2.40	\$1.85	\$4.64

SENT TO: 2/28/2007 11:44 AM
Code: 2062765
File:

SHIRLEY BELGIN
742 RAILROAD STREET
COALPORT, PA 16627

POSTMARK OR DATE
LEHIGH VALLEY PA 18042-9600
FEB 28 2007
USPS

PS FORM 3800



UNITED STATES
POSTAL SERVICE™

RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(SEE OTHER SIDE)

Certified Mail Provides:

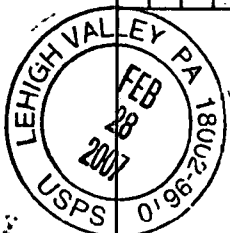
- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

7185 9704 3350 0002 0934

RETURN RECEIPT SERVICE		POSTAGE		POSTMARK OR DATE	
		RESTRICTED DELIVERY FEE	\$0.39		
		CERTIFIED FEE	\$2.40		
		RETURN RECEIPT FEE	\$1.85		
		TOTAL POSTAGE AND FEES	\$4.64		
SENT TO: 2/28/2007 11:44 AM		Code: 2062765 File:			
HONORABLE JAMES L. HAWKINS MAG. DIST. CT. 46-3-04 251 SPRING STREET HOUTZDALE, PA 16651					

PS FORM 3800



UNITED STATES
POSTAL SERVICE™

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(SEE OTHER SIDE)

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may **ONLY** be combined with First-Class Mail or Priority Mail.
 - Certified Mail is not available for any class of international mail.
 - **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
 - For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
 - For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
 - If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.
- IMPORTANT: Save this receipt and present it when making an inquiry.**

7185 9704 3350 0002 0927

RETURN RECEIPT SERVICE	POSTAGE	\$0.39	POSTMARK OR DATE FEB 28 2007 LEHIGH VALLEY PA 18002 USPS
	RESTRICTED DELIVERY FEE	\$0.00	
	CERTIFIED FEE	\$2.40	
	RETURN RECEIPT FEE	\$1.85	
	TOTAL POSTAGE AND FEES	\$4.64	
SENT TO: 2/28/2007 11:44 AM CODE: Z062765 File:			
BERNARD BELGIN 742 RAILROAD STREET COALPORT, PA 16627			

PS FORM 3800



UNITED STATES
POSTAL SERVICE™

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(SEE OTHER SIDE)

Certified Mail Provides:

- ☒ A mailing receipt
- ☒ A unique identifier for your mailpiece
- ☒ A signature upon delivery
- ☒ A record of delivery kept by the Postal Service for two years

Important Reminders:

- ☒ Certified Mail may **ONLY** be combined with First-Class Mail or Priority Mail.
 - ☒ Certified Mail is not available for any class of international mail.
 - ☒ **NO INSURANCE COVERAGE IS PROVIDED with Certified Mail.** For valuables, please consider Insured or Registered Mail.
 - ☒ For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
 - ☒ For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
 - ☒ If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.
- IMPORTANT: Save this receipt and present it when making an inquiry.**

FILED

MAR 02 2007

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff

vs.

SHIRLEY BELGIN and BERNARD BELGIN

Defendant

No. 07-273 CD

CIVIL ACTION

NOTICE

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.

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield PA 16830

Telephone No. (814) 765-2641, Ext 5982

AMATO AND ASSOCIATES, P.C.

By:



Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

FILED NO CC
MAR 07 2007 (6K)

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff

vs.

SHIRLEY BELGIN and BERNARD BELGIN

Defendant(s)

:
:
:
: No. 07-273 CD
:
:
:
: CIVIL ACTION
:
:
:

C O M P L A I N T

The above Plaintiff brings this action against the above Defendants to recover the sum of **\$12,287.54**, with interest thereon as hereinafter stated, upon the following cause of action:

1. The Plaintiff, **HUDSON & KEYSE, LLC** is located at 382 Blackbrook Road, PAINESVILLE OH 44077.
2. The Defendant, **SHIRLEY BELGIN** is located at 742 Railroad Street, Coalport PA 16627.
3. The Defendant, **BERNARD BELGIN** is located at 742 Railroad Street, Coalport PA 16627.
4. It is believed and therefore averred that at all times material hereto, Defendants were husband and wife.
5. Pursuant to 23 Pa.C.S.A. 4102 the goods and services were necessary for the support and maintenance of the family.
6. At the special instance and request of the Defendants, Chase Manhattan Bank, issued to Defendants its Mastercard credit card, and from time to time thereafter, Defendants made various purchases, in which transactions Defendants made use of said Mastercard credit card. A true and correct copy of a Statement of Defendants's Account, is attached hereto, made a part hereof and marked Exhibit "A".
7. For value received, Chase Manhattan Bank assigned, transferred and set over to

Plaintiff all its rights, title and interest in this claim.

8. By virtue of said assignment, Plaintiff acquired legal title to said Account, and became the legal holder of the claim against the Defendants.

9. Defendants have not adhered to the agreed repayment obligations that govern the aforesaid Mastercard credit card account, by reason of which Defendants are in default thereof.

10. The Defendants received, accepted and made various purchases using the credit card described in Exhibit "A", and a total amount which became due as a result thereof, after allowance for all proper credits for payments and/or adjustments, if any, was \$7,209.37.

11. Plaintiff is entitled to receive interest on the above amount determined by applying the agreed interest rate of 24.00% per annum to the past due balance. As of March 1, 2007 the total amount of interest due to plaintiff is \$5,078.17.

12. Plaintiff is entitled to have the 24.00% interest charge continue to accrue as set forth above, from March 1, 2007 on down to the date of judgment in this matter.

13. The Plaintiff has made demand against the Defendants for the aforesaid sum, but Defendants failed or refused to pay the same or any part thereof.

WHEREFORE, Plaintiff demands judgment against the Defendants for **\$12,287.54** together with the continually accruing interest charge at the agreed rate of 24.00% per annum from March 1, 2007, and cost of suit.

COUNT II

Alternative to Count I - Unjust Enrichment

14. Plaintiff incorporates the allegations of every paragraph enumerated above of this Complaint as if said paragraphs were fully set forth here at length.

15. The goods, wares, merchandise, and/or services, described in the exhibits attached hereto were purchased by Defendants, and Defendants received and accepted the benefit of such goods, wares, merchandise, and/or services provided by Plaintiff.

16. At all times material hereto, Defendants were aware that Plaintiff was providing

the aforesaid goods, wares, merchandise, and/or services to Defendants, and that Plaintiff expected to be paid for such.

17. At all times material hereto, Defendants, with the aforesaid knowledge, permitted Plaintiff to provide and/or deliver said goods, wares, merchandise, and/or services, and to incur damages.


18. At all times material hereto, Defendants were unjustly enriched by retaining the benefit of receiving said goods, wares, merchandise, and/or services without paying Plaintiff fair and reasonable compensation.

19. By reason of the aforesaid unjust enrichment of Defendants at Plaintiff's expense, an implied contract exists between Plaintiff and Defendants, and Defendants are obligated to pay Plaintiff the quantum meruit value of the value of the goods, wares, merchandise, and/or services described in the exhibits attached hereto, in the amount of \$7,209.37.

WHEREFORE, Plaintiff demands judgment against Defendants for **\$7,209.37** together with the continually accruing interest charge at the statutory rate of 6.00% per annum from March 1, 2007, costs of suit and all other relief to which Plaintiff may be justly entitled.

AMATO AND ASSOCIATES, P.C.

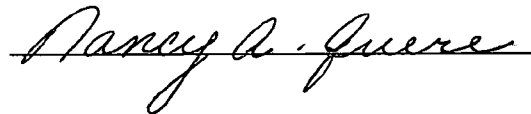
By:



Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

VERIFICATION

Nancy A. Quere, hereby states that she is the Legal Account Manager of Hudson and Keyse, L.L.C. Plaintiff in this action, and verifies that the statements made in the attached Complaint are true and correct to the best of her knowledge, information and belief. The undersigned understands that the statements herein are made subject to the penalties of 18 PA C.S. 4904 relating to unsworn falsification to authorities.

A handwritten signature in cursive script, reading "Nancy A. Quere", is written over a horizontal line.



Hudson & Keyse, LLC

Debt Resolution Partners

382 Blackbrook Road
Painesville, Ohio 44077

440.354.6978 Phone
440.354.1336 Fax
800.654.5391 Toll Free
www.hkllc.biz

STATEMENT OF ACCOUNT

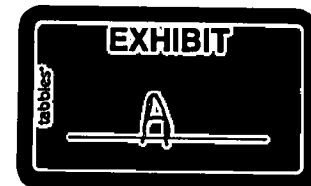
CREDITOR NAME: Hudson & Keyse, L.L.C.
CREDITOR ADDRESS: 382 Blackbrook Road, Painesville, Ohio, 44077
ORIGINAL CREDITOR: CHASE MANHATTAN BANK
ORIGINAL ACCOUNT NUMBER: 5491040230420896
HUDSON & KEYSE, L.L.C. ACCOUNT NUMBER: 344278*1

DEBTOR NAME: SHIRLEY M. BELGIN
DEBTOR ADDRESS: 742 RAILROAD STREET, COALPORT, PA, 16627
ALTERNATE DEBTOR NAME: BERNARD BELGIN
ALTERNATE DEBTOR ADDRESS: 742 RAILROAD STREET, COALPORT, PA, 16627

DATE ACCOUNT OPENED: DEC 01 1996
DATE LAST PAID TO ORIGINAL CREDITOR: 26 JAN 2004
DATE LAST PAID TO HUDSON & KEYSE, L.L.C.:

PRINCIPAL BALANCE DUE: \$7,209.37
INTEREST BALANCE DUE: \$4,067.25
TOTAL BALANCE DUE: \$11,276.62

INTEREST RATE: 24.00% LAST DATE INTEREST CHARGED: JUL 31 2006



HTTP: WWW.HKLLC.BIZ
LOCAL: (440)354-6978 FAX: (440)354-1336



EMAIL: COLLECTIONS@HKINC.COM
TOLL FREE: 1(800)654-5391 & 1(800)654-1660

PAY YOUR ACCOUNT ON-LINE VIA CHECK, DEBIT OR CREDIT CARD AT: WWW.HKLLC.BIZ
PLEASE SEND CORRESPONDENCE TO: POST OFFICE BOX 1090, MENTOR, OH, 44061

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff

vs.

SHIRLEY BELGIN and BERNARD BELGIN

Defendant(s)

:
:
:
: No. 07-273 CD
:
:
:
:
: CIVIL ACTION
:
:
:
:

CERTIFICATE OF SERVICE

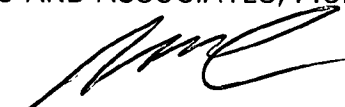
The undersigned certifies that a true and correct copy of Plaintiff's Complaint was served via first class mail, postage prepaid on March 12, 2007:

Bernard Belgin
742 Railroad Street
Coalport PA 16627


Shirley Belgin
742 Railroad Street
Coalport PA 16627

AMATO AND ASSOCIATES, P.C.

By:



Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

FILED *no cc*
mjb:4930
MAR 15 2007 

William A. Shaw
Prothonotary/Clerk of Courts

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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SHIRLEY BELGIN and
BERNARD BELGIN

Defendants

*
*
*
*
*
*

No. 07-273-CD

PRELIMINARY OBJECTIONS

FILED ON BEHALF OF
Defendants, Shirley Belgin and
Bernard Belgin

COUNSEL OF RECORD FOR
THIS PARTY:

TIMOTHY E. DURANT, ESQ.
Pa. I.D. No. 21352
201 North Second Street
Clearfield, PA 16830
(814) 765-1711 Telephone

OPPOSING COUNSEL: for plaintiff

RONALD AMATO, ESQUIRE
Pa. I.D. No. 32323
MICHAEL J. KENNEDY, ESQUIRE
Pa. I.D. No. 72412
AMATO AND ASSOCIATES
Suite 100, Commerce Square
107 North Commerce Way
Bethlehem, PA 18107-8930
(610) 866-0400 Telephone
(610) 866-9155 Facsimile

FILED

O 11:35 a.m. 6K

APR 02 2007

William A. Shaw
Prothonotary/Clerk of Courts

3 cc to Atty
(initials)

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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SHIRLEY BELGIN and
BERNARD BELGIN

Defendants


*
*
*
*
*
*
*

No. 07-273-CD

To: HUDSON & KEYSE, LLC
c/o Ronald Amato, Esquire
Michael J. Kennedy, Esquire
AMATO AND ASSOCIATES
Suite 100, Commerce Square
107 North Commerce Way
Bethlehem, PA 18107-8930

NOTICE TO PLEAD

You are hereby notified to file a written response to the enclosed Preliminary Objections within twenty (20) days from service hereof or a judgment may be entered against you.


Timothy E. Durant, Esquire, Attorney for
Defendants, Shirley Belgin and Bernard Belgin
201 North Second Street
Clearfield, PA 16830
(814) 765-1711

Dated: April 2, 2007

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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SHIRLEY BELGIN and
BERNARD BELGIN,

Defendants

*
*
*
*
*
*
*

No. 07-273-CD

PRELIMINARY OBJECTIONS

COUNT I - DEMURRER

Defendants, SHIRLEY BELGIN and BERNARD BELGIN by their counsel, Timothy E.

Durant, file these Preliminary Objections to the Plaintiff's Complaint on the following basis:

1. Petitioners are Shirley and Bernard Belgin, Defendants in the above-captioned case.
2. Respondent is Hudson & Keyse, LLC, Plaintiff in the above-captioned case and believed to be some type of collection agency.
3. Plaintiff commenced an action for \$12,287.54 and interest against Defendants as a result of an alleged default involving an alleged MasterCard credit card issued by Chase Manhattan Bank and alleged in Exhibit "A" of the Complaint to be account No. 5491-0402-3042-0896.
4. No copy of any statement, signed by either defendant, for or pertaining to the said MasterCard was attached to the Complaint.
5. No copy of any statement or cardholder agreement, signed by either defendant, was attached to the Complaint and there is no exhibit attached which in any way is legally sufficient

to bind either Defendant to pay this account.

6. The Complaint does not show any signed agreement for any rate of interest by either defendant.

7. The Complaint does not provide any list of items charged by either defendant nor any bills submitted to either defendant.

8. The Complaint does not contain any document evidencing Plaintiff's right to any assignment by Chase Manhattan Bank.

9. The Plaintiff has provided no evidence except for an unsigned, unverified, self-serving, one page, sheet of paper apparently created by the collection agency itself (attached as Exhibit "A").

10. The Complaint would logically be based upon some type of agreement but the pleading fails to state specifically if the agreement is oral or written.

11. If the claim is based upon a writing, the Plaintiff has nevertheless failed to attach a copy of the writing to the Complaint.

12. It is believed and therefore averred that the complaint fails to state facts sufficient to constitute a cause of action and is insufficient as a matter of law to permit Plaintiff's claim to be sustained or to permit Plaintiff to recover.

WHEREFORE Defendants request this Court dismiss the Complaint for Plaintiff's failure to state a case upon which it is entitled to recover as a matter of law.

COUNT II - FAILURE TO CONFORM TO RULE OF COURT

13. Paragraphs 1 through 12 are incorporated by reference.

14. Pursuant to Pa Rules of Civil Procedure, Rule 1019(h), any claim which is based

upon an agreement must state in the pleading specifically whether the agreement is oral or written.

15. Pursuant to Pa Rules of Civil Procedure, Rule 1019(i), copies of a writing "shall be" attached to the Complaint.

16. Plaintiff has alleged an assignment of the MasterCard debt to the Plaintiffs but has failed to attach any written instrument to verify such an assignment.

17. Plaintiff has inferred or alleged that there was a violation of an agreement pertaining to a "credit card" but has not attached any document evidencing such agreement to the Complaint.

18. Plaintiff has only attached an unverified, self-serving, one page, sheet of paper apparently created by the collection agency itself that is unsigned by either of the Defendants.

WHEREFORE the Petitioners request this Court strike the Complaint for failure to comply with Pa.R.C.P. Nos. 1019(h) and 1019(i).

COUNT III - MOTION FOR MORE SPECIFIC PLEADING

In the alternative, if the Court does not dismiss or strike the Complaint, Defendants pray for the relief stated hereafter:

19. Paragraphs 1 through 18 are incorporated by reference.

20. Plaintiff claims some unknown person or entity's unknown goods and services were necessary for the support and maintenance of some other unknown person's or people's family.

21. The Complaint contains no listing of any goods or services.

22. The Complaint contains no listing of any item bought by either Defendant.

23. The Complaint contains no statement of any amount expended by either Defendant.

24. The Complaint contains no statement of any date upon which any item was purchased by either Defendant.

25. The Complaint contains no statement of any payment made by either Defendant with regard to dollar amount of such payment.


26. The Complaint contains no statement of any payment made by either Defendant with regard to the date of such payment.

27. Plaintiff recites in conclusionary fashion that a balance of \$7,209.37 is due from Defendants after "*allowance for all proper credits for payments and/or adjustments*" and that Plaintiff is entitled to "*agreed interest*" at the rate of 24% per annum for past due balance totaling \$5,078.17 as of March 1, 2007. No documents or calculations are proffered by Plaintiff to support any of its above allegations.

28. Defendants are unable to respond to the Complaint as presented due to its vagueness and insufficient specificity.

WHEREFORE pursuant to Pa.R.C.P. No 1028(3) and in the alternative to dismissing or striking the Complaint as requested above, Defendants request that this Court order a timely, more specific pleading, in the absence of which the said Complaint shall be dismissed with prejudice.

Respectfully submitted,

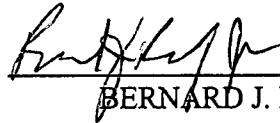

Timothy E. Durant, Esquire, Attorney for
Defendants Shirley Belgin and Bernard Belgin

DATE: April 2, 2007

VERIFICATION

I, BENARD BELGIN a/k/a BENARD J. BELGIN, JR., verify that the statements made in this Pleading are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities

DATED: 3/30/07



BERNARD J. BELGIN, JR.

VERIFICATION

I, SHIRLEY BELGIN a/k/a SHIRLEY M. BELGIN, verify that the statements made in this Pleading are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities

DATED: 3/30/07



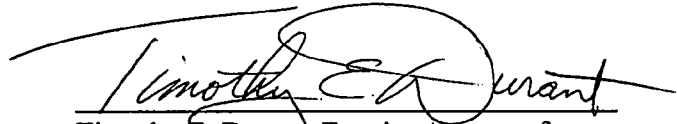
SHIRLEY M. BELGIN

AFFIDAVIT OF SERVICE

TIMOTHY E. DURANT, certifies that on April 2, 2007 he did deposit in the United States mail a true and correct copy of the Preliminary Objections in the above captioned matter.

The said Preliminary Objections were sent to HUDSON & KEYSE, LLC, Plaintiff, care of its counsel, RONALD AMATO, ESQUIRE and MICHAEL J. KENNEDY, ESQUIRE, at AMATO AND ASSOCIATES, Suite 100, Commerce Square, 107 North Commerce Way, Bethlehem, PA 18107-8930.

Affiant understands that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.


Timothy E. Durant, Esquire Attorney for
Shirley Belgin and Bernard Belgin

Dated: April 2, 2007

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff

vs.

SHIRLEY BELGIN and BERNARD BELGIN

Defendant

No. 07-273 CD

CIVIL ACTION

NOTICE

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.

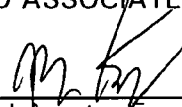
IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield PA 16830

Telephone No. (814) 765-2641, Ext 5982

AMATO AND ASSOCIATES, P.C.

By:



Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

FILED ^{NO CC}
MLO:4/16/07
APR 16 2007 (GK)

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff

vs.

SHIRLEY BELGIN and BERNARD BELGIN

Defendant(s)

:
:
:
: No. 07-273 CD
:
:
:
:
: CIVIL ACTION
:
:
:

AMENDED COMPLAINT

The above Plaintiff brings this action against the above Defendants to recover the sum of **\$12,287.54**, with interest thereon as hereinafter stated, upon the following cause of action:

1. The Plaintiff, **HUDSON & KEYSE, LLC** is located at 382 Blackbrook Road, PAINESVILLE OH 44077.
2. The Defendant, **SHIRLEY BELGIN** is located at 742 Railroad Street, Coalport PA 16627.
3. The Defendant, **BERNARD BELGIN** is located at 742 Railroad Street, Coalport PA 16627.
4. It is believed and therefore averred that at all times material hereto, Defendants were husband and wife.
5. Pursuant to 23 Pa.C.S.A. 4102 the goods and services were necessary for the support and maintenance of the family.
6. At the special instance and request of the Defendants, Chase Manhattan Bank, issued to Defendants its Mastercard credit card, and from time to time thereafter, Defendants made various purchases, in which transactions Defendants made use of said Mastercard credit card. A true and correct copy of a Statement of Defendants's Account, is attached hereto, made a part hereof and marked Exhibit "A".

7. The terms and conditions of said account are attached hereto, made a part hereof and marked Exhibit "B".

8. Plaintiff believes and therefore avers that the original application was written but Plaintiff is not in possession of the original agreement.

9. Plaintiff believes and therefore avers that since the account was opened in 1996 that the original application has been destroyed by the original credit grantor.

10. Plaintiff has requested the original application and invoices from the original assignor and said documents have not been produced as of the date of the verification of this complaint.

11. For value received, Chase Manhattan Bank assigned, transferred and set over to Plaintiff all its rights, title and interest in this claim.. A true and correct copy of the Bill of Sale is attached hereto, made a part hereof and marked Exhibit "C".

12. By virtue of said assignment, Plaintiff acquired legal title to said Account, and became the legal holder of the claim against the Defendants.

13. Defendants have not adhered to the agreed repayment obligations that govern the aforesaid Mastercard credit card account, by reason of which Defendants are in default thereof.

14. The Defendants received, accepted and made various purchases using the credit card described in Exhibit "A", and a total amount which became due as a result thereof, after allowance for all proper credits for payments and/or adjustments, if any, was \$7,209.37.

15. Plaintiff is entitled to receive interest on the above amount determined by applying the agreed interest rate of 24.00% per annum to the past due balance. As of March 1, 2007 the total amount of interest due to plaintiff is \$5,078.17.

16. Plaintiff is entitled to have the 24.00% interest charge continue to accrue as set forth above, from March 1, 2007 on down to the date of judgment in this matter.

17. The Plaintiff has made demand against the Defendants for the aforesaid sum, but Defendants failed or refused to pay the same or any part thereof.

WHEREFORE, Plaintiff demands judgment against the Defendants for **\$12,287.54** together with the continually accruing interest charge at the agreed rate of 24.00% per annum from March 1, 2007, and cost of suit.

COUNT II

Alternative to Count I - Unjust Enrichment

18. Plaintiff incorporates the allegations of every paragraph enumerated above of this Complaint as if said paragraphs were fully set forth here at length.

19. The extension of credit described in the exhibits attached hereto was provided to Defendants, and Defendants received and accepted the benefit of such extension of credit provided by Plaintiff.

20. At all times material hereto, Defendants were aware that Plaintiff was providing the aforesaid extension of credit to Defendants, and that Plaintiff expected to be paid for such.

21. At all times material hereto, Defendants, with the aforesaid knowledge, permitted Plaintiff to provide and/or deliver said extension of credit, and to incur damages.

22. At all times material hereto, Defendants were unjustly enriched by retaining the benefit of receiving said extension of credit without paying Plaintiff fair and reasonable compensation.

23. By reason of the aforesaid unjust enrichment of Defendants at Plaintiff's expense, an implied contract exists between Plaintiff and Defendants, and Defendants are obligated to pay Plaintiff the quantum meruit value of the value of the extension of credit described in the exhibits attached hereto, in the amount of \$7,209.37.

WHEREFORE, Plaintiff demands judgment against Defendants for **\$7,209.37** together with the continually accruing interest charge at the statutory rate of 6.00% per annum from March 1, 2007, costs of suit and all other relief to which Plaintiff may be justly entitled.

AMATO AND ASSOCIATES, P.C.
By: _____

Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

VERIFICATION

Nancy A. Quere

Legal Account Manager

, hereby states that he/she is the

of

Hudson & Keyse, L.L.C.

Plaintiff in this action, and verifies that the statements

made in the attached Complaint are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements herein are made subject to the penalties of 18 PA C.S. §4904 relating to unsworn falsification to authorities.

Nancy A. Greer



Hudson & Keyse, LLC

Debt Resolution Partners

382 Blackbrook Road
Painesville, Ohio 44077

440.354.6978 Phone
440.354.1336 Fax
800.654.5391 Toll Free
www.hkllc.biz

STATEMENT OF ACCOUNT

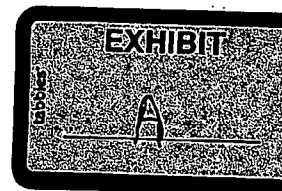
CREDITOR NAME: Hudson & Keyse, L.L.C.
CREDITOR ADDRESS: 382 Blackbrook Road, Painesville, Ohio, 44077
ORIGINAL CREDITOR: CHASE MANHATTAN BANK
ORIGINAL ACCOUNT NUMBER: 5491040230420896
HUDSON & KEYSE, L.L.C. ACCOUNT NUMBER: 344278*1

DEBTOR NAME: SHIRLEY M. BELGIN
DEBTOR ADDRESS: 742 RAILROAD STREET, COALPORT, PA, 16627
ALTERNATE DEBTOR NAME: BERNARD BELGIN
ALTERNATE DEBTOR ADDRESS: 742 RAILROAD STREET, COALPORT, PA, 16627

DATE ACCOUNT OPENED: DEC 01 1996
DATE LAST PAID TO ORIGINAL CREDITOR: 26 JAN 2004
DATE LAST PAID TO HUDSON & KEYSE, L.L.C.:

PRINCIPAL BALANCE DUE: \$7,209.37
INTEREST BALANCE DUE: \$4,067.25
TOTAL BALANCE DUE: \$11,276.62

INTEREST RATE: 24.00% LAST DATE INTEREST CHARGED: JUL 31 2006



HTTP: WWW.HKLLC.BIZ

LOCAL: (440)354-6978 FAX: (440)354-1336



EMAIL: COLLECTIONS@HKINC.COM

TOLL FREE: 1(800)654-5391 & 1(800)654-1660

PAY YOUR ACCOUNT ON-LINE VIA CHECK, DEBIT OR CREDIT CARD AT: WWW.HKLLC.BIZ
PLEASE SEND CORRESPONDENCE TO: POST OFFICE BOX 1090, MENTOR, OH, 44061

UR 001 (L)

The Chase Manhattan Bank (USA)



CHASE

**VISA/MasterCard
CREDIT AGREEMENT**

Definitions. This Agreement consists of this document and the Pricing Schedule which appears on the card carrier containing your credit card, as either may be amended from time to time. You should read the complete Agreement carefully and keep it with your records. In this Agreement, the words "you" and "your" mean any person (if more than one, individually and jointly) who is responsible for your Chase Visa and/or MasterCard Account, including each person who signed the application to open the Account or otherwise accepts or agrees to be obligated on the Account. "We," "us," and "our" refer to The Chase Manhattan Bank (USA). "Card" refers to the Chase Visa and/or MasterCard Credit Card(s) which we issue to you. "Account" refers to your Chase Visa and/or MasterCard Account with us.

Use Of Your Account. We have sent you the Card(s) you asked for. You agree to sign it promptly upon receipt. You may use the Card to lease or purchase goods and to obtain services on credit from any person who accepts the Card ("Purchase(s)"). You may also use the Card to obtain loans ("Cash Advances") from us or from anyone who will accept the Card (such as certain financial institutions that honor cash advance drafts or automated teller machines (ATM's) that dispense cash upon entering a proper personal identification number). In addition to the Card, you may use Chase Visa and/or Master Checking checks ("Check(s)") which we issue to you to obtain Cash Advances. We do not promise that everyone will honor the Card or Checks, and we have no obligation to you if anyone refuses to accept either of them. We will not be liable if any merchant, any bank or other person does not honor your Card, Check, or other form of request for a Purchase or Cash Advance, or fails to provide any service made available to you by us. From time to time you may be required to furnish identification when your Card is presented for use.

Obtaining Credit Without A Card. If you or someone



you authorize to use your Account signs a sales slip, obtains a Cash Advance, or gives your Account number to make a Purchase or obtain a Cash Advance without presenting the Card (such as for a mail order or a telephone purchase), or if you sign a Check, the legal effect will be the same as if the Card itself was used by you.

For Gold accounts only, if your personal or business check is cashed at a participating organization upon presentation with your Card and is returned to us unpaid you authorize us to charge the amount of the check to your Account as a Cash Advance.

Use Of Checks. Each Check contains your Account number and may be used only by the person(s) whose name(s) is printed on it. Each must be completed and signed in the same way as a regular personal check. A Cash Advance is considered to be made and the funds received by you on the date we pay the Check. You may not use a Check to pay any amounts you owe under this Agreement.

We do not have to certify any Check and we are not obligated to pay a Check that is post-dated. Checks paid by us will not be returned to you with your periodic statement but will be identified on it.

Credits For Refunds. If you obtain a refund, adjustment or credit for a Purchase made with the Card, you will receive a credit to your Account, not cash.

Return Of Cards And Checks. We have the right to repossess at any time the Card(s) and Checks that we give you. You agree to surrender them at our request.

Authorizations. Purchases above certain amounts and all Cash Advances require our prior approval. Our prior approval may be required in other circumstances as well. These approvals are called "authorizations." We may limit the number of authorizations we will give your Account on any one day.

We are not obligated to authorize a transaction using your Card or your Account or to pay a Check if:

(1) Your credit line or Cash Access line has been exceeded or would be exceeded by the transaction; (2) you have failed to pay amounts owed to us when due or have failed to follow any of the terms of this Agreement; (3) you have notified us or we have determined that the Card or your Checks have or may have been lost or stolen, or that there may be unauthorized access to your Account; or (4) you are in default or your rights under this Agreement have expired or been revoked.

At times when our authorization system is not fully

working, we may not be able to give our approval for some transactions even though they would not exceed your credit limit. These restrictions are for security reasons. For these security reasons we cannot explain the details of how our authorization system works. You agree that neither we nor our authorization agent shall be liable for, not giving an authorization.

Obligations On Your Account. You authorize us to pay and charge your Account for all Purchases and Cash Advances resulting from the use of the Card, Checks or your Account. You promise to pay us for all these Purchases and Cash Advances, any Finance Charges and Other Charges provided for under this Agreement, and any other amounts that you may owe us. You are also responsible for any preauthorized or recurring charges on your Account (such as insurance premiums billed to your Account on a regular basis, or hotel or car rental charges that are permitted to be charged to your Account under the terms of the agreement or policies of the merchant). You may also be liable for certain unauthorized use of your Card or your Account, as described later in this Agreement. You are responsible for all these amounts charged to your Account whether charged by you, a person whom you permit to obtain credit on your Account (such as by lending a person your Card), or any other person using your Card or your Account with actual, implied or apparent authority for such use. If more than one person is obligated under this Agreement, we may require that you pay the full amount owed on your Account without our first asking the other person(s) to pay.

Your Credit Line. Your credit line and cash access line are shown on the folder containing your Card and/or on each monthly periodic statement. You, not we, are responsible for preventing the total balance on your Account from exceeding the credit line and the Cash Advances balance from exceeding the cash access line. You agree not to make any Purchases or to obtain any Cash Advances that would make the unpaid balance of your Account exceed these limits. If you do, we may demand that you pay the excess and you agree to pay it immediately. You also agree that we may change or cancel your credit line and/or Cash Access line at any time without prior notice and without affecting your obligation to pay amounts that you owe under this Agreement. Any such change or cancellation may result from our periodic review of the performance on your Account and/or consumer credit reports we may obtain from consumer reporting agencies (credit bureaus).

Periodic Statement. We will send you a periodic statement for each monthly billing cycle when there is any debit or credit balance of more than \$1 or when a Finance Charge has been imposed. You agree to notify us if you do not receive any particular statement.

Payments On Your Account. All payments must be made by you and received by us in accordance with the payment instructions that appear on your periodic statement. All payments must be made by check or money order payable in U.S. dollars, or such other means as we may expressly permit. Any payment made using a check or draft may not be processed or applied to your Account for reasons including that it is: postdated; incomplete (such as when a signature is missing); the numeric amount is different than the written amount; or it is not made payable as indicated on your periodic statement. Any payment instrument that is not honored by your bank will not be applied to your Account nor will it be returned to you. We may, but are not obligated to, accept any payment that is not drawn on the U.S. Post Office or a financial institution located in the United States. We may charge you any bank collection fees we incur for any check payments made in U.S. dollars drawn on a non-U.S. financial institution.

We can accept late or partial payments, and payments that are marked with restrictive endorsements such as "payment in full", without losing any of our rights.

At our option, we may permit you to skip your minimum monthly payment for one or more months without penalty. Finance Charges will continue to accrue on the outstanding balance during such skip payment period(s) and your next required minimum monthly payment will be calculated in accordance with the method set forth in this Agreement.

The Minimum Monthly Payment. Each month, you may pay all or any part of your balance, except you must pay us at least your minimum payment by the Payment Due Date. Your minimum payment is the total of:

1) the larger amount of the minimum payment fraction shown on the Pricing Schedule multiplied by your Purchases New Balance or \$10 (or your entire Purchases New Balance if it is less than \$10); plus

2) the larger amount of the minimum payment fraction shown on the Pricing Schedule multiplied by your Cash Advances New Balance or \$10 (or your entire Cash Advances New Balance if it is less than \$10); plus

3) any past due amount; plus

4) at our option, any amount you owe in excess of your

credit or cash access line.

Application Of Payments. We reserve the right to apply the payments on your Account in any manner we may choose in our sole discretion. Although we post your payments on the date we receive them, the credit available to you by reason of your payments may be restored as of the date the funds are collected by us. All credits for payments on your Account are subject to final payment by the institution on which the item of payment was drawn. In rare circumstances, restoring the credit available to you by reason of your payments may be further delayed.

Credit Balances And Overpayments. If there is a credit balance on your Account or you make an overpayment which creates a credit balance, we will apply it to future amounts owed. If you ask, we will refund any credit balance owed to you. Even if you do not ask, if a credit balance greater than \$1 remains in your Account for 6 months, we will automatically send you the credit balance outstanding at that time. We may charge to your Account and you agree to pay us for any credit balance(s) that is refunded to you in error.

Finance Charges. Finance Charges on your Account include those determined by a periodic rate, a minimum charge on Purchases balances and a Cash Advance transaction fee. This Agreement provides for the compounding of Finance Charges.

Finance Charges Determined By Periodic Rate/ Minimum Purchases Finance Charge. The Finance Charge determined by a periodic rate is figured separately for Purchases and Cash Advances, but the method used in the computation (generally known as the "average daily balance, including new transactions" method) is the same. Separate average daily balances are calculated for Purchases and Cash Advances. Each average daily balance is multiplied by a monthly periodic rate. A minimum **Finance Charge** in the amount set forth in the Pricing Schedule applies for the computation of the average daily balance for Purchases multiplied by the monthly periodic rate.

Average Daily Balance. Here is how we determine each of your average daily balances. For each day in the billing cycle, we take that day's beginning balance of Purchases or Cash Advances on your Account, add any new Purchases, new Cash Advances or debits to the appropriate balance and subtract any payments or credits from the appropriate balance as of that day. This gives us the daily balance for Purchases and the daily balance for Cash.

Advances. We then add up all the Purchases daily balances and all the Cash Advances daily balances for the billing cycle, and divide each sum by the number of days in that billing cycle. This gives us the average daily balances for Purchases and Cash Advances.

Periodic Rate. The monthly periodic rates applied to the Purchases and Cash Advances average daily balances and the corresponding Annual Percentage Rates are in the Pricing Schedule. If the Pricing Schedule includes "Variable Rate Index and Margin" information for any particular rate that applies to your Account, that rate is a variable rate and the disclosures below regarding variable rates apply for that rate. If the Pricing Schedule does not include such "Variable Rate Index and Margin" information for any particular rate (as indicated by an "N/A" for "not applicable" or the absence of such information in the Pricing Schedule), that rate is fixed and the disclosures below regarding variable rates do not apply.

Variable Rates. If the monthly periodic rate and corresponding Annual Percentage Rate that apply to your Account are variable rates (see Pricing Schedule), they may increase or decrease from one billing cycle to another. These rates are based on the value of an index (the "Index") to which we add a margin. The index and margin are in the Pricing Schedule. The Index plus the margin determine the nominal Annual Percentage Rate.

If the Index is not published on the relevant date, the Index we use in setting the monthly periodic rate for Purchases and/or Cash Advances on your Account will be the lowest Prime Rate published in *The New York Times* or any other newspaper of national circulation selected by us. For purposes of this Agreement, the Index is merely a pricing index. It is not, and should not be considered by you to represent, the lowest or the best interest rate available to a borrower at any particular bank at any given time.

The monthly periodic rate for Purchases and/or Cash Advances increases when the Index increases on the relevant date, and decreases when the Index decreases on the relevant date. An increase in the rate means you pay a larger Finance Charge and a higher minimum monthly payment. A decrease in the rate means you pay a smaller Finance Charge and a lower minimum monthly payment. There is no limit on the amount by which the monthly periodic rate and the corresponding Annual Percentage Rate may change at any one time or over the life of your Account. For instance, if the Annual Percentage Rate were to increase

by 5 percentage points, the amount of the Finance Charge charged to your Account on an average daily balance of \$1,000 would increase by \$4.17 per month.

Finance Charge Accrual And Grace Period.

Finance Charges are imposed on Purchases and Cash Advances from the transaction date or the first day of the billing cycle in which the transaction is posted to your Account (whichever is later), or, at our option, the date the transaction is posted to your Account. Finance Charges continue to accrue until payment in full is received. However, there is no Purchase Finance Charge for a monthly billing cycle if the Purchases balance(s) at the start of the cycle (the total Purchases Previous Balance shown on your statement) is zero or if it is paid and credited in full by the end of that billing cycle. Because of the manner in which payments are applied to your Account, any minimum due on the Cash Advance balance(s) must also be paid in order to avoid Finance Charges on Purchases.

Finance Charges Determined By A Transaction

Fee. You will be charged and agree to pay us a transaction fee **Finance Charge** in the amount set forth on the Pricing Schedule for each Cash Advance that you receive.

Other Charges. The following fees and charges, when imposed, will be treated as a Purchase. The amounts of these fees and charges, and any limitations or restrictions that may apply other than as described below, are in the Pricing Schedule. If the Pricing Schedule indicates "N/A" next to any fee or charge or in the absence of such information, the fee or charge does not apply to your Account.

- **Annual Membership Fee.** A non-refundable fee imposed annually that is owed by you whether or not your Account is used at any time during the year.

- **Sales Slip or Duplicate Statement Fee.** A fee imposed for each original or copied sales slip and duplicate statement you request. The fee is not owed if a request for such a document reveals a billing error as defined by the Federal Reserve Board's Regulation Z.

- **Late Payment Charge.** A fee imposed for any minimum monthly payment which is not paid by the Payment Due Date shown on your monthly periodic statement.

- **Returned Payment Charge.** A fee imposed if your bank will not honor your check or payment instrument or we cannot process it.

- **Overlimit Fee.** This fee is imposed for any billing cycle in which your Account balance exceeds the credit limit on

your Account.

State Exceptions. Certain of the Other Charges differ in amount or do not apply as long as the billing address for your Account is in one of the states as designated in the Pricing Schedule. These states are designated by abbreviation. In alphabetical order, the abbreviations that may appear in the Pricing Schedule are: AL (Alabama), CA (California), CO (Colorado), IA (Iowa), ID (Idaho), IN (Indiana), KS (Kansas), ME (Maine), MN (Minnesota), NC (North Carolina), OK (Oklahoma), PA (Pennsylvania), SC (South Carolina), UT (Utah), WV (West Virginia), WI (Wisconsin), and WY (Wyoming). Your Pricing Schedule may include only some of these state abbreviations.

Credit Insurance. Any credit insurance offered in connection with your Account is optional. If you choose to purchase it through us, you authorize us to charge the premiums to your Account and you agree to pay for them in accordance with this Agreement.

Default. Your Account will be in default and we can require that the total outstanding balance be paid (this is known as the right of acceleration) if: (1) you exceed the credit limit in effect on your Account; (2) you fail to pay any amount owed under this Agreement when due; or (3) your ability to pay us is materially impaired (including, but not limited to, bankruptcy or insolvency proceedings that are initiated by or against you). We do not have to notify you or demand payment in order to take this action.

Collection Costs And Attorney's Fees. As permitted by law, you agree to pay all reasonable attorney fees, court costs and other collection costs actually incurred by us in the collection of any amounts you owe us under this Agreement.

Amendments To This Agreement. We can amend any of the terms of this Agreement at any time, and we can set the effective date for any such amendment. We will notify you by mail of any such amendment as required by law. The amended terms of this Agreement can apply to all outstanding unpaid indebtedness and any future transactions on your Account. Any change which would increase the rate of Finance Charge, Other Charges, or impose a fee or charge not set forth in this Agreement will be effective only if you agree to it. You agree to an amendment if: (1) after 30 days from the date we mail the notice of the change (or such later date indicated in the notice), you do not give us written notice rejecting the change at the address we specify; (2) you use the Account (even if you wrote to us

rejecting the amendment); or (3) you agree in writing to the change. We will indicate in our notice which of the above method(s) will constitute valid consent.

Cancellation. We can at any time without prior notice cancel your privileges under this Agreement (and we can list your Card in warning bulletins). We will notify you of a cancellation. You agree that you will not try to make any Purchase or obtain any Cash Advance after you have been notified that your privilege to use the Card or Checks has been cancelled. In this event, you must make other payment arrangements for preauthorized or recurring charges on your Account. You are still responsible for any Purchases or Cash Advances made on your Account even after it is closed. You may cancel your Account at any time by notifying us and cutting all Cards issued on your Account in half. You will remain liable for any charges made to your Account (by you, a joint account cardholder or anyone to whom you have lent, given or had issued a Card on your Account) prior to your cutting all Cards in half and notifying us of the cancellation. For any cancellation of your Account, we can require that you return to us all Cards issued on your Account.

No Security Interest. For your Account, we specifically waive any security interest in your property that we may have under any other agreement with you.

Credit Reporting/Sharing Credit Information. You agree that a consumer credit report may be requested periodically from one or more consumer reporting agencies (credit bureaus) and used in connection with your application and any update, renewal or extension of credit on your Account. If you request, you will be informed whether any consumer report was requested and, if so, of the name and address of the consumer reporting agency that furnished the report. You agree that we may share Account and other information as well as information contained in your Account application and in any credit report on you with any of our affiliates and others for purposes including considering your eligibility for their products or services.

Notices And Change Of Your Address. We can send statements and any other notices to you at the address shown for you in our files. If this is a joint Account, we can send statements and notices to either of you. You promise to inform us promptly of any changes in your address. You may write to us at the address listed below. To improve customer service and security, your telephone communications with us may be monitored or recorded.

Foreign Currency Transactions. Transactions on your

Account made in a foreign currency are converted into U.S. dollar amounts by Visa International or MasterCard International, Inc. Visa and MasterCard each have their own currency conversion procedure and rates. Currently the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect the day before the transaction processing date, increased by one percent. The currency conversion rate used on the processing date may differ from the rate in effect on the transaction date or the periodic statement posting date. We do not set the currency conversion rate nor do we receive any portion of it.

Where Agreement Made, Who Is Bound. This Agreement became effective in Delaware where we approved your Account. In addition to other ways in which you may have indicated your consent to be bound, this Agreement applies to you if you use the Account.

Delayed Enforcement. We may delay enforcing or not enforce any of our rights under this Agreement without losing any of them.

Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

Assignment. We can assign this Agreement and transfer the Account to any third party without notice to you. You cannot assign this Agreement or the Account.

Law That Applies. The laws of the United States of America and the State of Delaware apply to this Agreement and to your use of your Card, your Checks and your Account.

Your Liability For Unauthorized Use Of Your Card. You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify Chase BankCard Services, Fraud Risk and Loss Control Division, by writing to P.O. Box 29022, Phoenix, AZ 85072-9022, or orally by calling us toll free at 1-800-327-7804, of the loss, theft, or possible unauthorized use of your Card. In any case, your liability for unauthorized use will not exceed \$50. You agree that anyone who is issued a Card for your Account (or anyone to whom you lend or give your Card) is authorized to make charges to your Account to the same extent as you and that such authority cannot be limited by you. Such authority will continue until you revoke it by notifying us, obtaining the Card in your physical possession, and if it is a Card issued to an authorized user, by also cutting it in half. If you receive a benefit from the use of your Card or Account by another person, such use will not be

considered unauthorized.

Inquiries Or Questions. You may address any billing errors, inquiries or questions which you have about your Account to the address or phone number listed on your monthly statement. If you telephone us instead of writing, you may lose certain rights the law gives you to dispute billing errors.

We will promptly investigate your inquiries or claims. We may request you to provide us with further information, sign document(s) or otherwise assist us in our efforts. If so, you agree to comply with our reasonable requests within the time limits indicated by us. If you refuse to assist us as requested and we lose our rights, you may be liable for any loss we incur.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case Of Errors Or Questions About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your monthly statement. Write to us as soon as possible. We must hear from you no later than 60 days after we have sent you the first bill on which the error or problem has appeared. You can telephone us but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights And Our Responsibilities After We Receive Your Written Notice. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including

Finance Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find we made a mistake on your bill, you will not have to pay any Finance Charges related to any questioned amount. If we didn't make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule For Credit Card Purchases. If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) You must have made the purchase in your home state, or if not within your home state, within 100 miles of your current mailing address, and (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or service.

THE CHASE MANHATTAN BANK (USA)



BILL OF SALE

FOR VALUE RECEIVED, and pursuant to the terms and conditions of the Credit Card Account Purchase Agreement between Chase Manhattan Bank USA, National Association ("Seller") and Titan Recovery Group, LLC ("Purchaser"), dated as of March 1, 2004, Seller does hereby sell, assign and convey to Purchaser, its successors and assigns, all right, title and interest of Seller in and to those certain Accounts described in Exhibit "A" attached hereto and made a part hereof for all purposes.

This BILL OF SALE is executed without recourse and without representation of any warranty, of collectibility or otherwise, expressed or implied, except as provided in the Credit Card Account Purchase Agreement.

Executed this 30th day of June, 2004

CHASE MANHATTAN BANK USA,
NATIONAL ASSOCIATION

By: *Jeffrey Browning*

~~Richard Belmont~~ *Jeffrey Browning*

Title: Senior Vice President

62-Y

(CHASE IHR)

Received Time Jul. 6. 8:23AM

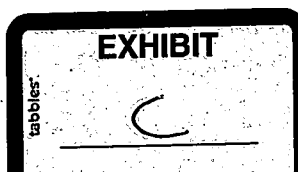


EXHIBIT A

BILL OF SALE

FOR VALUE RECEIVED, and pursuant to the terms and conditions of the Credit Card Account Purchase Agreement between Titan Recovery Group, LLC ("Seller") and HUDSON & KEYSE, LLC ("Purchaser"), dated as of August 12, 2005, Seller does hereby sell, assign and convey to Purchaser, its successors and assigns, all right, title and interest of Seller in and to those certain Accounts described in Exhibit "A" attached hereto and made a part hereof for all purposes.

This BILL OF SALE is executed without recourse and without representation of any warranty, of collectibility or otherwise, expressed or implied, except as provided in the Credit Card Account Purchase Agreement.

Executed this 19th day of October, 2005

Titan Recovery Group, LLC

By: 

Fred Howard

Title: Chief Executive Officer

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff

vs.

SHIRLEY BELGIN and BERNARD BELGIN

Defendant(s)

:
:
:
: No. 07-273 CD
:
:
:
:
:
:
:
:
:
:

CIVIL ACTION

FILED *no cc*
3/12/45/61
APR 23 2007
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of Plaintiff's Amended
Complaint was served via first class mail, postage prepaid on April 18, 2007:

Timonty E. Durant, Esquire
201 North Second Street
Clearfield PA 16830

AMATO AND ASSOCIATES, P.C.

By:



Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SHIRLEY BELGIN and
BERNARD BELGIN

Defendants

*
*
*
*
*
*

No. 07-273-CD

PRELIMINARY OBJECTIONS TO
AMENDED COMPLAINT

FILED ON BEHALF OF
Defendants, Shirley Belgin and
Bernard Belgin

COUNSEL OF RECORD FOR
THIS PARTY:

TIMOTHY E. DURANT, ESQ.
Pa. I.D. No. 21352
201 North Second Street
Clearfield, PA 16830
(814) 765-1711 Telephone

OPPOSING COUNSEL: for plaintiff

RONALD AMATO, ESQUIRE
Pa. I.D. No. 32323
MICHAEL J. KENNEDY, ESQUIRE
Pa. I.D. No. 72412
AMATO AND ASSOCIATES
Suite 100, Commerce Square
107 North Commerce Way
Bethlehem, PA 18107-8930
(610) 866-0400 Telephone
(610) 866-9155 Facsimile

FILED 3cc
07-273-CD
MAY 03 2007
Atty Durant
(GR)

William A. Shaw
Prothonotary/Clerk of Courts

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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SHIRLEY BELGIN and
BERNARD BELGIN

Defendants

*
*
*
*
*
*
*

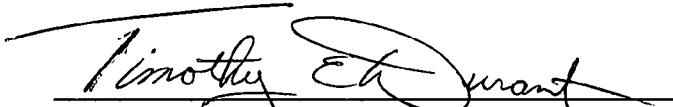
No. 07-273-CD

To: HUDSON & KEYSE, LLC

c/o Ronald Amato, Esquire
Michael J. Kennedy, Esquire
AMATO AND ASSOCIATES
Suite 100, Commerce Square
107 North Commerce Way
Bethlehem, PA 18107-8930

NOTICE TO PLEAD

You are hereby notified to file a written response to the enclosed Preliminary Objections
within twenty (20) days from service hereof or a judgment may be entered against you.


Timothy E. Durant, Esquire, Attorney for
Defendants, Shirley Belgin and Bernard Belgin
201 North Second Street
Clearfield, PA 16830
(814) 765-1711

Dated: May 3, 2007

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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SHIRLEY BELGIN and
BERNARD BELGIN,

Defendants

*
*
*
*
*
*
*

No. 07-273-CD

PRELIMINARY OBJECTIONS TO AMENDED COMPLAINT

COUNT I - DEMURRER

Defendants, SHIRLEY BELGIN and BERNARD BELGIN by their counsel, Timothy E.

Durant, file these Preliminary Objections to the Plaintiff's Complaint on the following basis:

1. Petitioners are Shirley and Bernard Belgin, Defendants in the above-captioned case.
2. Respondent is Hudson & Keyse, LLC, Plaintiff in the above-captioned case and believed to be some type of collection agency.
3. Plaintiff commenced an action for \$12,287.54 and interest against Defendants as a result of an alleged default involving an alleged MasterCard credit card issued by Chase Manhattan Bank and alleged in Exhibit "A" of the Amended Complaint to be account No. 5491-0402-3042-0896.
4. No copy of any statement, signed by either defendant, for or pertaining to the said MasterCard was attached to the Amended Complaint.
5. No copy of any statement or cardholder agreement, signed by either defendant, was attached to the Amended Complaint and there is no exhibit attached which in any way is legally sufficient to bind either Defendant to pay this account.

6. The Amended Complaint does not show any signed agreement for any rate of interest by either defendant.

7. The Amended Complaint does not provide any list of items charged by either defendant nor any bills submitted to either defendant.

8. The Amended Complaint does not contain any document evidencing Plaintiff's right to any specific assignment by Chase Manhattan Bank of account No. 5491-0402-3042-0896.

9. The Plaintiff has provided no evidence except for an unsigned, unverified, self-serving, one page, sheet of paper apparently created by the collection agency itself (attached as Exhibit "A").

10. The Amended Complaint would logically be based upon some type of agreement but the pleading fails to state specifically if the agreement is oral or written.

11. If the claim is based upon a writing, the Plaintiff has nevertheless failed to attach a copy of the writing to the Amended Complaint.

12. It is believed and therefore averred that the Amended Complaint fails to state facts sufficient to constitute a cause of action and is insufficient as a matter of law to permit Plaintiff's claim to be sustained or to permit Plaintiff to recover.

WHEREFORE Defendants request this Court dismiss the Amended Complaint for Plaintiff's failure to state a case upon which it is entitled to recover as a matter of law.

COUNT II - FAILURE TO CONFORM TO RULE OF COURT

13. Paragraphs 1 through 12 are incorporated by reference.

14. Pursuant to Pa Rules of Civil Procedure, Rule 1019(h), any claim which is based upon

an agreement must state in the pleading specifically whether the agreement is oral or written.

15. Pursuant to Pa Rules of Civil Procedure, Rule 1019(i), copies of a writing “shall be” attached to the Amended Complaint.

16. Plaintiff has alleged an assignment of the MasterCard debt to the Plaintiffs but has failed to attach any written instrument to verify such an assignment for account No. 5491-0402-3042-0896.

17. Plaintiff has inferred or alleged that there was a violation of an agreement pertaining to a “credit card” but has not attached any document evidencing such agreement to the Amended Complaint that would identify any specific account.

18. Plaintiff has only attached an unverified, self-serving, one page, sheet of paper apparently created by the collection agency itself that is unsigned by either of the Defendants.

WHEREFORE the Petitioners request this Court strike the Amended Complaint for failure to comply with Pa.R.C.P. Nos. 1019(h) and 1019(i).

COUNT III - MOTION FOR MORE SPECIFIC PLEADING

In the alternative, if the Court does not dismiss or strike the Amended Complaint, Defendants pray for the relief stated hereafter:

19. Paragraphs 1 through 18 are incorporated by reference.

20. Plaintiff claims some unknown person or entity’s unknown goods and services were necessary for the support and maintenance of some other unknown person’s or people’s family.

21. The Amended Complaint contains no listing of any goods or services.

22. The Amended Complaint contains no listing of any item bought by either Defendant.

23. The Amended Complaint contains no statement of any amount expended by either Defendant.

24. The Amended Complaint contains no statement of any date upon which any item was purchased by either Defendant.

25. The Amended Complaint contains no statement of any payment made by either Defendant with regard to dollar amount of such payment.

26. The Amended Complaint contains no statement of any payment made by either Defendant with regard to the date of such payment.

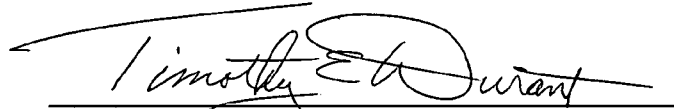
27. Plaintiff recites in conclusionary fashion that a balance of \$7,209.37 is due from Defendants after "*allowance for all proper credits for payments and/or adjustments*" and that Plaintiff is entitled to "*agreed interest*" at the rate of 24% per annum for past due balance totaling \$5,078.17 as of March 1, 2007. No documents or calculations are proffered by Plaintiff to support any of its above allegations.

28. Defendants are unable to respond to the Amended Complaint as presented due to its vagueness and insufficient specificity.

WHEREFORE pursuant to Pa.R.C.P. No 1028(3) and in the alternative to dismissing or striking the Amended Complaint as requested above, Defendants request that this Court order a timely, more specific pleading, in the absence of which the said Amended Complaint shall be

dismissed with prejudice.

Respectfully submitted,

A handwritten signature in black ink, reading "Timothy E. Durant". The signature is written in a cursive style with a large, stylized "T" and "D".

Timothy E. Durant, Esquire, Attorney for
Defendants Shirley Belgin and Bernard Belgin

DATE: May 3, 2007

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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SHIRLEY BELGIN and
BERNARD BELGIN

Defendants

*

*

*

*

*

*

*

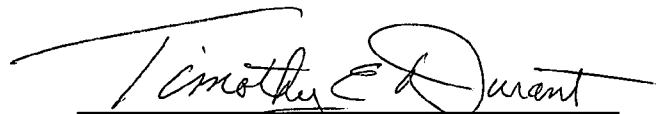
No. 07-273-CD

AFFIDAVIT OF SERVICE

TIMOTHY E. DURANT, certifies that on May 3, 2007 he did deposit in the United States mail a true and correct copy of the Preliminary Objections To The Amended Complaint in the above captioned matter.

The said Preliminary Objections were sent to HUDSON & KEYSE, LLC, Plaintiff, care of its counsel, RONALD AMATO, ESQUIRE and MICHAEL J. KENNEDY, ESQUIRE, at AMATO AND ASSOCIATES, Suite 100, Commerce Square, 107 North Commerce Way, Bethlehem, PA 18107-8930.

Affiant understands that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



Timothy E. Durant, Esquire Attorney for
Shirley Belgin and Bernhard Belgin

Dated: May 3, 2007

U^A

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff

vs.

SHIRLEY BELGIN and BERNARD BELGIN

Defendant

:
:
: No. 07-273 CD
:
:
:
: CIVIL ACTION
:
:
:

ORDER

Upon consideration of Defendants' Preliminary Objections to Plaintiff's Amended Complaint and Plaintiff's answer thereto, and upon review of the record it is ORDERED that Defendants' Preliminary Objections are overruled and Defendants have twenty (20) days from the date of this order in which to file an answer.

J.

dated this _____ day of _____, 2007

CPA

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff

vs.

SHIRLEY BELGIN and BERNARD BELGIN

Defendant(s)

No. 07-273 CD

CIVIL ACTION

FILED

MAY 11 2007

William A. Shaw
Prothonotary/Clerk of Courts

**PLAINTIFF'S ANSWER TO DEFENDANT'S PRELIMINARY OBJECTIONS TO
PLAINTIFF'S AMENDED COMPLAINT**

The above Plaintiff files the within answer to Defendants' preliminary objections to Plaintiff's Amended Complaint as sets forth the following:

COUNT I - DUMURRER

1. Admitted.
2. Denied. Plaintiff is the owner of the Defendants' account and is not a "collection agency" for the original credit grantor.
3. The amended complaint is a document which speaks for itself and any interpretation of said document by Defendant is denied.
4. Plaintiff is unable to ascertain what Defendant means by the term "statement" and therefore Defendants' averment is denied. Plaintiff has supplied sufficient information such that Defendants can respond to the complaint.
5. Admitted. Plaintiff has alleged that the original application is not in Plaintiff's possession and since Defendants opened the account in 1996 Plaintiff believes that the application was destroyed by the original credit grantor. Since the Defendants opened the account in 1996 and made a last payment in 2004 Plaintiff finds Defendants' argument that they cannot recall having or using a credit card for eight years and incurring debt of \$7,209.37 to be disingenuous.

6. The terms and conditions which are attached as Exhibit "B" indicate that Defendants agreed to pay finance charges on all purchases.

7. Plaintiff has requested copies of the invoices which were forwarded to Defendants'. However, Defendants' were provided the original invoices when billed by Chase Manhattan Bank.

8. Denied. Plaintiff has attached as Exhibit "C" the assignment of the debt.

9. Denied. This averment constitutes a conclusion of law to which no response is required under the Pennsylvania Rules of Civil Procedure. Without waiving the foregoing and to the extent a response may be required, Plaintiff specifically denies this averment. Further, Plaintiff is not a collection agency but the owner of the within debt. Plaintiff need not prove its case at this stage of the pleading but need only provide sufficient facts such that Defendants can plead to the complaint.

10. Denied. Plaintiff has alleged in paragraph eight that it believes the original application was written and has also attached the written terms and conditions to the complaint.

11. Plaintiff has attached the terms and conditions of the account to the amended complaint.

12. Denied. This averment constitutes a conclusion of law to which no response is required under the Pennsylvania Rules of Civil Procedure. Without waiving the foregoing and to the extent a response may be required, Plaintiff specifically denies this averment.

WHEREFORE, Plaintiff respectfully requests that Defendant's Preliminary objections be denied.

COUNT II - FAILURE TO CONFORM TO RULE OF LAW

13. The allegations contained in this paragraph of Defendant's Preliminary Objection require no response under the Pennsylvania Rules of Civil Procedure except as set forth above and those responses are incorporated herein by reference.

14. Admitted.

15. Denied. The Plaintiff has also alleged that the original application for credit is not available to Plaintiff. Pa.R.C.P. No. 1019 (i) states that "if the writing, or the material part thereof, is not accessible to the pleader, it is sufficient so to state, together with the reason, and to set forth the substance of said writing. Plaintiff has complied with Pa.R.C.P. No. 1019 (i) . The important parts of the contract are delineated in the complaint. The information provided is enough to put the Defendants on notice of what they will be called upon to defend at trial and to prepare an answer to the complaint.

16. Denied. Plaintiff has attached the assignments to the amended complaint.

17. Denied. Plaintiff has attached the terms and conditions of said card to the complaint.

18. Denied. Plaintiff has attached a statement of account and the terms and conditions of said account. Plaintiff is not a collection agency in this matter it is the owner of said debt being the assignee of the credit grantor.

WHEREFORE, Plaintiff respectfully requests that Defendant's Preliminary objections be denied.

COUNT III - MOTION FOR A MORE SPECIFIC PLEADING

19. The allegations contained in this paragraph of Defendant's Preliminary Objection require no response under the Pennsylvania Rules of Civil Procedure except as set forth above and those responses are incorporated herein by reference.

20. Plaintiff has properly alleged its causes of action against Defendants.

21. Plaintiff need not allege the goods and services for the purposes of its complaint.

22. The credit agreement states on page 11 "if you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your monthly statements.".... "We must hear from you no later than 60 days after we have sent you the first bill on which the error or problem has appeared." Since Defendants made no such complaint on its charges the charges are deemed to be accepted and Defendants cannot now state that the charges were unauthorized or disputed.

23. Denied. Plaintiff's complaint adequately informs Defendants of the amount at issue.

24. Denied. It states the last date that Defendants' made a payment on the account.

25. Plaintiff need not show said information at this stage of the pleadings.

26. Denied. Attached to the complaint as Exhibit "A" is a statement of account which states a last payment date of January 256, 2004.

27. Plaintiff has alleged sufficient information such that Defendants can plead to Plaintiff's complaint.

28. Denied. This averment constitutes a conclusion of law to which no response is required under the Pennsylvania Rules of Civil Procedure. Without waiving the foregoing and to the extent a response may be required, Plaintiff specifically denies this averment.

WHEREFORE, Plaintiff respectfully requests that Defendant's Preliminary objections be denied.

AMATO AND ASSOCIATES, P.C.

By:



Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff

vs.

SHIRLEY BELGIN and BERNARD BELGIN

Defendant(s)

:
:
:
: No. 07-273 CD
:
:
:
:
: CIVIL ACTION
:
:
:
:

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of Plaintiff's Answer to Defendant's Preliminary Objections to Plaintiff's Amended Complaint was served via first class mail, postage prepaid on May 9, 2007:

Timonty E. Durant, Esquire
201 North Second Street
Clearfield PA 16830

AMATO AND ASSOCIATES, P.C.
By:



Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

FILED NOCC
MAY 14 2007
William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff

vs.

SHIRLEY BELGIN and BERNARD BELGIN

Defendant(s)

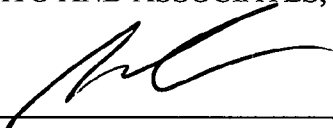
:
:
:
: No. 07-273 CD
:
:
:
:
: CIVIL ACTION
:
:
:
:

PRAECIPE FOR ARGUMENT

TO THE PROTHONOTARY:

Please schedule this matter for argument for a determination of Defendant's Preliminary Objections to Plaintiff's Amended Complaint.

AMATO AND ASSOCIATES, P.C.
By:



Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Michael R. Lessa, Esq., Atty ID #88617
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

FILED No cc
mjl:11060
AUG 06 2007
William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff

vs.

SHIRLEY BELGIN and BERNARD BELGIN

Defendant(s)

:
:
:
: No. 07-273 CD
:
:
:
:
: CIVIL ACTION
:
:
:
:


CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of Plaintiff's Praecipe for
Argument was served via first class mail, postage prepaid on August 2, 2007:

Timonty E. Durant, Esquire
201 North Second Street
Clearfield PA 16830

AMATO AND ASSOCIATES, P.C.

By:



Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Michael R. Lessa, Esq., Atty ID #88617
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

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

HUDSON & KEYSE, LLC

vs.

SHIRLEY BELGIN and BERNARD
BELGIN

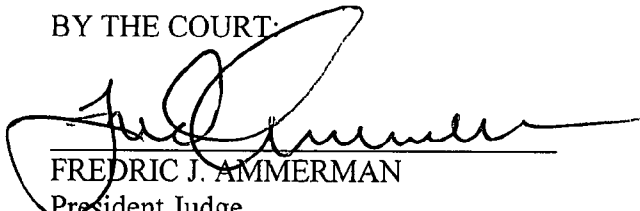
:
:
: No. 07-273-CD
:
:

ORDER

AND NOW, this 8th day of August, 2007, it is the ORDER of the
Court that argument on Defendant's Preliminary Objections in the above-captioned
matter be and are hereby scheduled for **Wednesday, September 26, 2007 at 2:00**
P.M., in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

It is the responsibility of the Plaintiff to serve certified copy of said
scheduling Order on the Defendant's Counsel.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

FILED 302
0/3:28/04
AUG 09 2007

Any Amato
(ek)

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff

vs.

SHIRLEY BELGIN and BERNARD BELGIN

Defendant(s)

:
:
:
: No. 07-273 CD
:
:
:
: CIVIL ACTION
:
:
:
:


CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the Order of Court of
August 8, 2007 was served via first class mail, postage prepaid on August 16, 2007:

Timonty E. Durant, Esquire
201 North Second Street
Clearfield PA 16830

AMATO AND ASSOCIATES, P.C.

By:



Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Michael R. Lessa, Esq., Atty ID #88617
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

FILED ICC Atty.
10/10:27 am
AUG 24 2007


William A. Shaw
Prothonotary/Clerk of Courts

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

FILED
01/3/08
SEP 28 2007

William A. Shaw
Prothonotary/Clerk of Courts

2 CC Atty's: Stewart

Amato Kennedy

HUDSON & KEYSE, LLC :
VS : NO. 07-273-CD
SHIRLEY BELGIN AND :
BERNARD BELGIN :

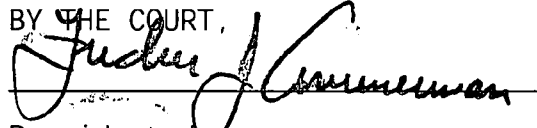
O R D E R

NOW, this 26th day of September, 2007, following argument on the Preliminary Objections to the Amended Complaint filed on behalf of the Defendants, with the Court noting that no one has appeared on behalf of the Plaintiff, it is the Order of this Court that the preliminary objections be and are hereby GRANTED. Plaintiffs shall have no more than Twenty (20) Days from this date to file a second amended complaint which will indicate whether the alleged agreement between the parties is oral or written, and if written, shall attach a copy of the written contract to the complaint containing the defendant's signature.

In addition, the second amended complaint will provide more specificity in regard to containing a list of all items purchased by either defendants, the amounts expended for the same, dates of expenditures, interest rates in question, information showing any late fees, attorney's fees, penalties or

other charges over and above that of the items purchased were calculated, and dates and amounts of payments, if any, previously made by the defendants on the account.

BY THE COURT,

A handwritten signature in cursive script, appearing to read "Judge J. C. Newman", written over a horizontal line.

President Judge

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE, LLC

Plaintiff

vs.

SHIRLEY BELGIN and BERNARD BELGIN

Defendant(s)

:
:
:
: No. 07-273 CD
:
:
:
:
: CIVIL ACTION
:
:
:
:

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please discontinue the above-captioned case WITHOUT prejudice.

AMATO AND ASSOCIATES, P.C.
By: 

Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Michael R. Lessa, Esq., Atty ID #88617
Justin N. Davis, Esq., Atty ID #84464
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

FILED 1cc + 1 cert of
m/10:45mdisc issued
OCT 15 2007 to Atty Amato
William A. Shaw
Prothonotary/Clerk of Courts 1CORP/A

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

CIVIL DIVISION

COPY

Hudson & Keyse, LLC

Vs.

No. 2007-00273-CD

**Shirley Belgin
Bernard Belgin**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 15, 2007, marked:

Discontinued without prejudice

Record costs in the sum of \$85.00 have been paid in full by Ronald Amato Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 15th day of October A.D. 2007.



LM

William A. Shaw, Prothonotary