

07-381-CD  
Comm Fin. Vs Dolly A. Hooven

Com Financial et al vs Dolly Hooven  
2007-381-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

NO.: 07-381-CD  
IN CIVIL ACTION

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

Plaintiff,

vs.

DOLLY A. HOOVEN,

Defendant.

COMPLAINT

CODE-  
FILED ON BEHALF OF  
PLAINTIFF

COUNSEL OF RECORD  
FOR THIS PARTY:

*James R. Apple, Esq.*  
PA I.D. No. 37942  
*Charles F. Bennett, Esq.*  
PA I.D. No. 30541  
*Joel E. Hausman, Esq.*  
PA I.D. No. 42096  
**APPLE AND APPLE, P.C.**  
Firm No. 719  
4650 Baum Boulevard  
Pittsburgh, PA 15213  
Telephone: 412-682-1466  
Fax: 412-682-3138

FILED mto: 01/20/07  
MAR 12 2007  
Att'y pd. 85.00  
CC Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts

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

**NO.:  
IN CIVIL ACTION**

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

**Plaintiff,**

**vs.**

**DOLLY A. HOOVEN,**

**Defendant.**

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice, for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

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

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

## **COMPLAINT**


1. Plaintiff is a corporation having offices at 120 North Keyser Avenue, Scranton, PA 18504, and as the assignee of Unifund CCR Partners, assignee of Citibank South Dakota, NA, stands in its assignor's stead, and all are hereinafter referred to interchangeably as "Plaintiff".
2. At a specific instance the Assignor sold, assigned and transferred to Plaintiff all of Assignor's right, title and interest in, and to the agreement between Assignor and Defendant. Assignor had the right to assign the agreement. A copy of the assignment is attached hereto as Exhibit "A".
3. All conditions precedent to Assignor's right to be paid under the terms of the contract have occurred.
4. Defendant is an individual whose address is 410 Shaw St Apt 6, Clearfield, Clearfield County, Pennsylvania 16830.
5. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card and/or loan by Plaintiff at the terms and conditions agreed upon by the parties.
6. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using credit card or loan to make purchases and/or cash advances.
7. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.

8. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
9. Plaintiff avers that the balance due amounts to \$2,483.72, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "B" and made a part hereof.
10. Plaintiff avers that the interest has accrued at the rate of 29.99% per annum on the balance due from July 30, 2005.
11. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing, which Plaintiff avers will amount to 25% of the balance due.
12. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

**WHEREFORE**, Plaintiff demands Judgment against Defendant in the amount of \$2,483.72, with appropriate additional interest from July 30, 2005, plus attorneys fees and costs.

**APPLE AND APPLE, P.C.**

By: \_\_\_\_\_

  
Attorneys for Plaintiff(s)

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of May 27, 2005, between Citibank (South Dakota), National Association, a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") and Unifund CCR Partners, located at 10625 Techwoods Circle, Cincinnati, OH 45242 ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated May 27, 2005, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, good and marketable title to the Accounts described in Section 1.2 of the Agreement, free and clear of all encumbrances, equity, lien, pledge, charge, claim, or security interest.

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

Citibank (South Dakota),  
National Association

By: \_\_\_\_\_

(Signature) MORRISON, VP  
CitiCards  
Chief Fin. Officer/O & T Finance  
0000391579  
Sioux Falls, SD  
(605) 331-2855

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Unifund CCR Partners

By: \_\_\_\_\_

(Signature) David G. Rosenberg

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT

A



Unifund CCR Partners

BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Commonwealth Financial Systems, Inc. ("Purchaser"), dated as of July 27, 2005 (the "Agreement"), does hereby sell, assign and transfer to Purchaser all of its good and marketable title, free and clean of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectibility, or otherwise, except to the extent stated in the Agreement.

Executed on July 27, 2005

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

By David Rosenberg  
David Rosenberg  
President

For Unifund Use ONLY

Client #	PID	CID #



Collector Window



Debtor ID: 2472250 Type: Consumer SSN: [REDACTED] DOB: [REDACTED] DL: 005-2/12/2008 ST: PA  
Name: DOLLY A HOOVEN

Phone: [REDACTED]

Address: 410 SHAW ST APT 6  
CLEARFIELD PA 16830

Warning: [REDACTED]

Worklist: 124 Next Contact: 10/19/2006 Time: [REDACTED]

Account Details Cross-Ref

Name	Stat	Serv Date	Princ Bal	Int Bal
Commonwealth	ATY	07/28/2003	\$1,496.01	\$898.71

Activity History

Display activity time as: Local User time Debtor time

ACT DATE	ACT TIME	USER ID	COMMENTS
09/18/2006	3:48:38 PM	203	without prejudice, upon receipt l tr
09/18/2006	3:48:38 PM	203	Apple & Apple
09/18/2006	3:48:44 PM	203	Email Assist from 203 to 124.
09/18/2006	3:52:51 PM	124	AC50: TR NA
10/06/2006	11:22:22 AM	124	AC50: TR NA
10/09/2006	2:04:27 PM	219	Automatic Debtor status change fr

Show Acct: [REDACTED] Edit ECDA View Assoc: 1 accounts \$1,496.01 \$898.71

Display activity time as: Local User time Debtor time

Activity History

ACT DATE	ACT TIME	USER ID	COMMENTS
09/18/2006	3:48:38 PM	203	without prejudice, upon receipt l tr
09/18/2006	3:48:38 PM	203	Apple & Apple
09/18/2006	3:48:44 PM	203	Email Assist from 203 to 124.
09/18/2006	3:52:51 PM	124	AC50: TR NA
10/06/2006	11:22:22 AM	124	AC50: TR NA
10/09/2006	2:04:27 PM	219	Automatic Debtor status change fr

Report Window: [REDACTED] Payments: [REDACTED]

Start: [REDACTED] Debtmaster: [REDACTED]

Inbox - Micros... [REDACTED] Lost Judgment... [REDACTED] Retainer Letter... [REDACTED]

Connections Results

API Descr: [REDACTED] Report Date: [REDACTED]

Post Date: [REDACTED] Post Amount: \$0.00

Account Details Window

ID: 2472250

Status: 311-Atty handling for DFSI

Date: 10/09/2006

CHID: 5337

Orig Clk: DIVIDEND

Clk Ref No: CIT0534

Bureau Report: [REDACTED] Last Report: 09/10/2006

Debt Descr: 02/17/2008, CLEARFIELD

Comments: 5424180626274788

Principal

Original	Accrued	Adjustments	Paid	Balance
\$1,496.01	\$0.00	\$0.00	\$0.00	\$1,496.01

Interest

Original	Accrued	Adjustments	Paid	Balance
\$362.78	\$535.93	\$0.00	\$0.00	\$898.71

Court Cost

Original	Accrued	Adjustments	Paid	Balance
\$89.00	\$0.00	\$0.00	\$0.00	\$89.00

Check Fee

Original	Accrued	Adjustments	Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Attorney Fee

Original	Accrued	Adjustments	Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Service Fee

Original	Accrued	Adjustments	Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Misc. Fees

Original	Accrued	Adjustments	Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Balance

Original	Accrued	Adjustments	Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$2,483.72

EXHIBIT B

Retainer Lett...

Lost Judgment...

Inbox - Micros...



# AFFIDAVIT

I, Patricia Cobb, Esquire, of Commonwealth Financial Systems, Inc.,  
Plaintiff herein, verify that the statements of fact contained in the foregoing  
Complaint are true and correct. I understand that false statements herein are  
made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn  
falsification to authorities.

11-22-06  
Date:

  
PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 106654

CFSI File No. 2472250

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102551  
NO: 07-381-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC. assignee  
vs.  
DEFENDANT: DOLLY A. HOOVEN

SHERIFF RETURN

NOW, March 21, 2007 AT 9:40 AM SERVED THE WITHIN COMPLAINT ON DOLLY A. HOOVEN DEFENDANT AT 410 SHAW ST., APT 6, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DOLLY HOOVEN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APPLE	14237	10.00
SHERIFF HAWKINS	APPLE	14237	20.00

FILED  
0/3:20 am  
JUL 12 2007  
LSM

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

NO. 2007-381 CD  
IN CIVIL ACTION

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

Plaintiff,

vs.

DOLLY A. HOOVEN,

Defendant.

FILED Pd \$20.00  
m/2:00 um lcc notice to  
AUG 31 2007 debt  
William A. Shaw Statement to  
Prothonotary/Clerk of Courts ASH.

PRAECIPE FOR DEFAULT  
JUDGMENT

CODE-  
FILED ON BEHALF OF  
PLAINTFF

COUNSEL OF RECORD  
FOR THIS PARTY:

*James R. Apple, Esq.*  
PA I.D. No 37942  
*Charles F. Bennett, Esq.*  
PA I.D. No 30541  
*Joel E. Hausman, Esq.*  
PA I.D. No 42096  
Apple and Apple, P.C.  
Firm No. 719  
4650 Baum Boulevard  
Pittsburgh, PA 15213-1237  
Telephone (412) 682-1466

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

NO. 2007-381 CD  
IN CIVIL ACTION

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

-vs- Plaintiff,

DOLLY A. HOOVEN,

Defendant.

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter Judgment against the above- named Defendant(s) in Default of an Answer, in the amount of \$4,250.86, computed as follows:

Amount named in Complaint	\$2,483.72
Interest from July 30, 2005 to August 15, 2007 on \$1,496.01	\$916.97
Less payment of:	-\$
Attorney fees	\$850.17
TOTAL	\$4,250.86

I certify that Notice of the intention to enter this Judgment was given pursuant to Pa. R.C.P. 237.1. A copy of said Notice is attached, and was mailed on July 23, 2007 by regular mail, postage prepaid and, addressed as follows:

Defendant: Dolly A. Hooven  
318 E. Pine St., Apt. A  
Clearfield PA 16830

Dated: 22 Aug 07

By: Paul E. Hunsman

APPLE AND APPLE, P.C.

Attorneys for the Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

NO. 2007-381 CD  
IN CIVIL ACTION

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

Plaintiff,

vs.

DOLLY A. HOOVEN,

Defendant.

Dolly A. Hooven  
410 Shaw St Apt 6  
Clearfield, PA 16830

Date of Notice: July 23, 2007

**IMPORTANT NOTICE**

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

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

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

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

Commonwealth Financial Systems, Inc.  
Unifund CCR Partners  
Citibank South Dakota, NA  
Plaintiff(s)

No.: 2007-00381-CD

Real Debt: \$4250.86

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Dolly A. Hooven  
Defendant(s)

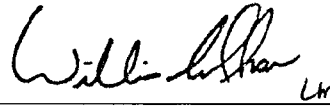
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 31, 2007

Expires: August 31, 2012

Certified from the record this August 31, 2007



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

NO. 2007-381 CD  
IN CIVIL ACTION

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

-vs- Plaintiff,

DOLLY A. HOOVEN,

Defendant.

**NOTICE OF JUDGMENT OR ORDER**

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

You are hereby notified that the following Order or Judgment was entered against  
you on August 31, 2007.

(X) Assumpsit Judgment in the amount of \$4,250.86, plus costs.

( ) Trespass Judgment in the amount of \$\_\_\_\_\_.

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

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

(X) Entry of Judgment

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

Dolly A. Hooven  
318 E. Pine St., Apt. A  
Clearfield, PA 16830

**PROTHONOTARY**  
By: William L. Hester um  
Prothonotary(or Deputy)