

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
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FILED
MAY 01 2007
MAR 12 2007 1CC Sheriff
S
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
0000391578
Sioux Falls, SD
(605) 531-2855

Unifund CCR Partners

By: David G. Rosenberg
(Signature)
Name: David G. Rosenberg
Title: General Partner

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 #

Debtmaster Enterprise

File Edit Tasks Options Window Help



Collector Window

Debt ID	2472250	Type	Consumer	SSN	DOB	DL	ST
Name	DOLLY A HOOVEN						
Phone	[REDACTED]						
Address	410 SHAW ST APT 6						
Warning	[REDACTED]						
Worklist	124	Next Contact	10/19/2006	Time	[REDACTED]		
Account Details Cross Ref							
Name	Stat	Serv Date	Princ Bal	Int Bal	Debt Descr		
Commonwealth	ATY	07/28/2003	\$1,496.01	\$898.7	Comments		



Account Details Window

AP Desc	Report Date	Post Date	Post Amount
[REDACTED]			
Connections Recd			
ID	217251	Debt Type	PRN
Status	311 Atty Handling for CFSI	Coll Plan	K44
Priority	1	Fee Plan	AAA
Mail	Bind	Cont Plan	UNI
CID	5337	Sales Rep	[REDACTED]
Orig Ct	DIVIDEND	Int Rate	29.99
Ct Ref No	CIT0534	Last Calc Date	07/30/2005
Bureau Report	✓ Last Report 09/10/2005	Last Print	02/12/2004
Comments 5424180626274798			
Original	Accrued	Adjustments	Paid
Principal	\$1,496.01	\$0.00	\$0.00
Interest	\$362.78	\$535.93	\$0.00
Court Cost	\$89.00	\$0.00	\$0.00
Check Fee	\$110.0	\$0.00	\$0.00
Attorney Fee	\$0.00	\$0.00	\$0.00
Service Fee	\$0.00	\$0.00	\$0.00
Misc. Fees	\$0.00	\$0.00	\$0.00
Balance \$2,483.72			
EXH 1 811 B			
Cancel			



Payments

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



Activity History

Display activity time as: Local Use time: Debtor time:

Start: Payments Details

2:13 PM 2:13 PM Retainer Lett. Retainer letter Lost Judgments

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.

11-22-04
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.

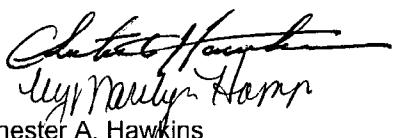
SERVED BY: DEHAVEN /

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

Sworn to Before Me This

____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

FILED
03:20 AM
JUL 12 2007
WAS
William A. Shaw
Prothonotary/Clerk of Courts

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.

pd \$20.00 Atty
FILED
m/2:00 pm 1cc+notice to
AUG 31 2007 del
JK Statement to
William A. Shaw
Prothonotary/Clerk of Courts Atty

PRAECIPE FOR DEFAULT
JUDGMENT
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 15213-1237
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 August

APPLE AND APPLE, P.C.
By: Jill E. Davis, Esq.
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 Services
211 1/2 East Locust Street
Clearfield, PA 16830
814-765-9646

By: _____

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

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

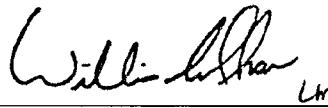
Entry: \$20.00

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

COPY

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 Defendant Garnishee

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

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.

Entry of Judgment

Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration Award
 Other

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

PROTHONOTARY
By: Willie L. Shan Um
Prothonotary(or Deputy)