

07-415-CD

Hudson & Keyse vs B. Berquist

Hudson & Keyse et al vs Bruce Berquist
2007-415-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

NO.: *07-415-CD*
IN CIVIL ACTION

HUDSON & KEYSE LLC, assignee of
BENEFICIAL COMPANY, LLC

Plaintiff,

vs.

BRUCE E. BERQUIST AND NANCY L.
BERQUIST, jointly and severally

Defendant.

**PRAECIPE FOR WRIT OF
SUMMONS IN CIVIL ACTION**

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
MAY 19 2009
Atty pd 85.00
1CC 2wnts
to Sheriff
F&L 9, 2009 Document
Reinstated/Reissued to Sheriff/Attorney
for service.*

William A. Shan
Prothonotary/Clerk of Courts

Deputy Prothonotary

*May 15, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service, As to Nancy Bergquist
ONLY*

Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

NO.:
IN CIVIL ACTION

HUDSON & KEYSE LLC, assignee of
BENEFICIAL COMPANY, LLC

Plaintiff,

vs.

BRUCE E. BERQUIST AND NANCY L.
BERQUIST, jointly and severally

Defendant.

**PRAECIPE FOR WRIT OF
SUMMONS IN CIVIL ACTION**

TO THE PROTHONOTARY:

SIR:

Kindly issue a Writ of Summons in Civil Action against the Defendant(s) above named. The amount involved is approximately \$3,057.23.

APPLE AND APPLE, P.C.

Dated: March 15, 2007

By:



Attorneys for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

COPY

SUMMONS

**Hudson & Keyse LLC, assignee of
Beneficial Company, LLC**

Vs.

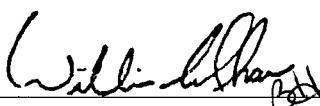
NO.: 2007-00415-CD

**Bruce E. Berquist and
Nancy L. Berquist, jointly and severally**

TO: BRUCE E. BERQUIST
 NANCY L. BERQUIST

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 03/19/2007



William A. Shaw
Prothonotary

Issuing Attorney:

Charles F. Bennett
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
(412) 682-1466

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

NO.: 07-415-CD
IN CIVIL ACTION

HUDSON & KEYSE LLC, assignee of
BENEFICIAL COMPANY, LLC

Plaintiff,

vs.

BRUCE E. BERQUIST AND NANCY
L. BERQUIST, jointly and severally

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.
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4650 Baum Boulevard
Pittsburgh, PA 15213
Telephone: 412-682-1466
Fax: 412-682-3138

May 15, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service. AS TO NANCY L. BERQUIST ONLY
William A. Shaw
Deputy Prothonotary

FEB. 9, 2009 Document
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for service. AS TO NANCY L. BERQUIST ONLY
William A. Shaw
Deputy Prothonotary

FILED 2cc
m/11/09
APR 26 2007 Atty Apple
GK
William A. Shaw
Prothonotary/Clerk of Courts

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

**NO.: 07-415-CD
IN CIVIL ACTION**

**HUDSON & KEYSE LLC, assignee of
BENEFICIAL COMPANY, LLC**

-vs- Plaintiff,

**BRUCE E. BERQUIST AND NANCY L. BERQUIST,
jointly and severally**

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

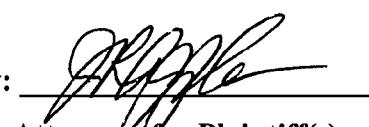
1. Plaintiff is a corporation having offices at 382 Blackbrook Rd., Painesville, OH 44077, and as the assignee of Beneficial Company, LLC, stands in its assignor's stead, and all are hereinafter referred to interchangeably as "Plaintiff".
2. At a specific instance the Assignor sold, assigned and transferred 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. Defendants are individuals whose address is 601 West Washington Ave, Du Bois, Clearfield County, Pennsylvania 15801.
5. At a specific instance and request of the Defendants, the Defendants applied for and were 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 Defendants 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 Defendants' breach of the Agreement.
9. Plaintiff avers that the balance due amounts to \$3,057.23, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "B" and made a part hereof.
10. Plaintiff avers that the interest has accrued at the rate of 25.795% per annum on the balance due from April 1, 2004.
11. Per the term of the agreement, the Defendants have 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, Defendants have willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against both Defendants, jointly and severally in the amount of \$3,057.23, with appropriate additional interest from April 1, 2004, plus attorneys' fees and costs.

APPLE AND APPLE, P.C.

By: _____



Attorneys for Plaintiff(s)

ASSIGNMENT AND BILL OF SALE

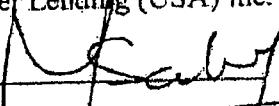
HSBC Consumer Lending (USA) Inc. on behalf of and as managing company for Beneficial Company LLC and HFC Company LLC and their respective subsidiaries (hereinafter called "Seller") has entered into an Account Purchase and Sale Agreement dated July 26, 2006 ("Agreement") for the sale of accounts dated in the initial paragraph of the Agreement thereof to Hudson & Keyse, L.L.C. (hereinafter called "Purchaser"), upon the terms and conditions set forth in that Agreement.

NOW, THEREFORE, for good and valuable consideration, Seller hereby sells, assigns, and transfers to Purchaser, its successors and assigns, all of Seller's rights, title, and interest in each and every one of the Accounts described in the Agreement.

Purchaser and Seller agree that the Purchase Price shall be as stated in Section 3 of the Agreement.

IN WITNESS WHEREOF, Seller has signed and delivered this instrument on the 26 day of July 2006.

HSBC Consumer Lending (USA) Inc.

By: 

Printed Name: Mushtaq Sahaf

Title: Vice-President

EXHIBIT A



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: BENEFICIAL COMPANY LLC
ORIGINAL ACCOUNT NUMBER: 71171800518273
HUDSON & KEYSE, L.L.C. ACCOUNT NUMBER: 455793*1

DEBTOR NAME: BRUCE E. BERQUIST
DEBTOR ADDRESS: 601 WEST WASHINGTON AVENUE, DU BOIS, PA, 15801
ALTERNATE DEBTOR NAME: NANCY BERQUIST
ALTERNATE DEBTOR ADDRESS: 1117 SOUTH MAIN STREET, A, DU BOIS, PA, 15801

DATE ACCOUNT OPENED: DEC 15 1999
DATE LAST PAID TO ORIGINAL CREDITOR: 17 MAR 2003
DATE LAST PAID TO HUDSON & KEYSE, L.L.C.:

PRINCIPAL BALANCE DUE: \$3,057.23
INTEREST BALANCE DUE: \$0.00
TOTAL BALANCE DUE: \$3,057.23

INTEREST RATE: .00% LAST DATE INTEREST CHARGED: MAR 31 2004

EXHIBIT B

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

AFFIDAVIT

I Nancy A. Quere of Hudson and Keyse, LLC, 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. ~ 4909, relating to unsworn falsification to authorities.

January 26, 2007

Nancy A. Quere
Nancy A. Quere

Legal Account Manager
Hudson and Keyse, LLC
382 Blackbrook Road
Painesville, OH 44077

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

NO.: 07-415-CD
IN CIVIL ACTION

HUDSON & KEYSE LLC, assignee of
BENEFICIAL COMPANY, LLC

Plaintiff,
vs.

BRUCE E. BERQUIST AND NANCY L. BERQUIST,
jointly and severally

Defendant.

FILED

JUN 21 2005
PA 10:50 AM
William A. Shaw
Prothonotary/Clerk of Courts
1 CERT TO
ATTN

**CERTIFICATE OF SERVICE
AS TO BRUCE E. BERQUIST ONLY**

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

NO.: 07-415-CD
IN CIVIL ACTION

HUDSON & KEYSE LLC, assignee of
BENEFICIAL COMPANY, LLC

Plaintiff,

vs.

BRUCE E. BERQUIST AND NANCY L. BERQUIST,
jointly and severally

Defendant.

CERTIFICATION OF SERVICE

I hereby certify that on May 1, 2007, I served a true and correct copy of the Complaint upon the person(s) and in the manner indicated below:

Service by first class mail, postage prepaid and addressed as follows:

Bruce E. Berquist
601 West Washington Ave
Du Bois, PA 15801

Dated: 6/18/07

By: May Berquist

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bruce E. Bergquist
601 W. Washington Ave.
Dubois PA (5801)

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

Bruce E. Bergquist Agent
 Addressee

B. Received by (Printed Name)

Bruce E. Bergquist Date of Delivery
5/1/07

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

107404

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes**2. Article Number
(Transfer from service label)**

7005 3110 0001 2124 4308

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102578
NO: 07-415-CD
SERVICE # 1 OF 2
SUMMONS

PLAINTIFF: HUDSON & KEYSE LLC Assignee of Beneficial Company, LLC
vs.
DEFENDANT: BRUCE E. BERQUIST and NANCY L. BERQUIST, Jointly & Severally

SHERIFF RETURN

NOW, March 23, 2007 AT 2:35 PM SERVED THE WITHIN SUMMONS ON BRUCE E. BERQUIST, Jointly & severally DEFENDANT AT 601 WEST WASHINGTON AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRUCE BERQUIST, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL SUMMONS AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

FILED
02:55 PM
JUL 25 2007
WAS

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **102578**

HUDSON & KEYSE LLC Assignee of Beneficial Company, LLC

Case # 07-415-CD

vs.

BRUCE E. BERQUIST and NANCY L. BERQUIST, Jointly & Severally

TYPE OF SERVICE SUMMONS

SHERIFF RETURNS

NOW July 25, 2007 RETURNED THE WITHIN SUMMONS "NOT SERVED, TIME EXPIRED" AS TO NANCY L. BERQUIST, JONITLY & SEVERALLY, DEFENDANT. MOVED TO 531 SOUTH AVE., DUBOIS, ATTEMPTED NOT HOME

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102578
NO: 07-415-CD
SERVICES 2
SUMMONS

PLAINTIFF: HUDSON & KEYSE LLC Assignee of Beneficial Company, LLC

vs.

DEFENDANT: BRUCE E. BERQUIST and NANCY L. BERQUIST, Jointly & Severally

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	APPLE	14327	20.00
SHERIFF HAWKINS	APPLE	14327	80.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2007



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

SUMMONS

**Hudson & Keyse LLC, assignee of
Beneficial Company, LLC**

Vs.

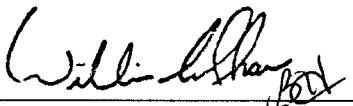
NO.: 2007-00415-CD

**Bruce E. Berquist and
Nancy L. Berquist, jointly and severally**

TO: BRUCE E. BERQUIST
 NANCY L. BERQUIST

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 03/19/2007



William A. Shaw
Prothonotary

Issuing Attorney:

Charles F. Bennett
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
(412) 682-1466

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

HUDSON & KEYSE LLC, assignee of : No. 07 - 415 C.D.
BENEFICIAL COMPANY, LLC, :
Plaintiff : Type of Case: CIVIL
vs. :
: Type of Pleading: DEFENDANT, BRUCE E.
BRUCE E. BERQUIST and NANCY : BERQUIST'S PRELIMINARY OBJECTIONS
L. BERQUIST, jointly and severally, : TO PLAINTIFF'S COMPLAINT
Defendants :
: Filed on Behalf of: Defendant, BRUCE E.
: BERQUIST
: Counsel of Record for this Party:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801
: (814) 371-5800

FILED 2CC
07/17/2007 Atty
JUL 17 2007 T. Cherry
William A. Shaw
Prothonotary/Clerk of Courts

JK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

HUDSON & KEYSE LLC, assignee of :
BENEFICIAL COMPANY, LLC, :
Plaintiff :
:
vs. : No. 07 - 415 C.D.
:
BRUCE E. BERQUIST and NANCY :
L. BERQUIST, jointly and severally, :
Defendants :
:

NOTICE TO PLEAD

To The Within Plaintiff:

YOU ARE HEREBY NOTIFIED TO PLEAD
TO THE WITHIN PRELIMINARY OBJECTIONS
WITHIN TWENTY (20) DAYS FROM THE
DATE OF SERVICE HEREOF.

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
John P. O'Brien
Attorneys for Defendant, BRUCE E. BERQUIST

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

HUDSON & KEYSE LLC, assignee of BENEFICIAL COMPANY, LLC, Plaintiff	:	
vs.	:	No. 07 - 415 C.D.
BRUCE E. BERQUIST and NANCY L. BERQUIST, jointly and severally, Defendants	:	

**DEFENDANT, BRUCE E. BERQUIST'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S COMPLAINT**

Defendant, BRUCE E. BERQUIST, by and through his attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., preliminarily objects to Plaintiff's Complaint pursuant to Pa. R.C.P. 1028(a)(4) as follows:

1. Plaintiff, HUDSON & KEYSE LLC, assignee of BENEFICIAL COMPANY, LLC initiated this action by filing a Complaint on April 26, 2007. A true and correct copy of the Complaint is attached hereto and made a part hereof as Exhibit "A".

2. The Complaint alleges, in summary, that the Defendants entered into a contract with the Plaintiff's predecessor, BENEFICIAL COMPANY, LLC to borrow and repay a sum of money at an interest rate of 25.795% per annum and that a balance is now due in the amount of \$3,057.23 because the Defendants breached the contract for repayment.

**Preliminary Objection for Insufficiency of Allegations
against Defendant, Bruce E. Berquist**

3. Objecting Defendant, BRUCE E. BERQUIST, incorporates herein by reference the averments of Paragraphs 1 through 2 above, as if the same were set forth at length herein.
4. Plaintiff alleges that the contracts and actions upon which the instant Complaint are based were and are between Plaintiff and BRUCE E. BERQUIST and NANCY L. BERQUIST.
5. BRUCE E. BERQUIST preliminarily objects to the Complaint on the grounds that it improperly states a claim against him because at no time did he enter into any contract with the Plaintiff's predecessor in title.
6. That Plaintiff and its predecessor in title were aware that Defendant, BRUCE E. BERQUIST, never entered into a contract with the Plaintiff's predecessor as evidenced by the fact that a fraud investigation was instituted by Plaintiff's predecessor on or about April 18, 2002, when it was acknowledged that BRUCE E. BERQUIST had never signed any contract with Plaintiff's predecessor nor had he authorized anyone to sign on his behalf. A true and correct copy of the document evidencing institution of the fraud investigation is attached hereto and made a part hereof as Exhibit "B".
7. That at no time did BRUCE E. BERQUIST benefit from any of the funds that were loaned as a result of the execution of the contract and Plaintiff and its predecessor in title are aware that he received no funds.

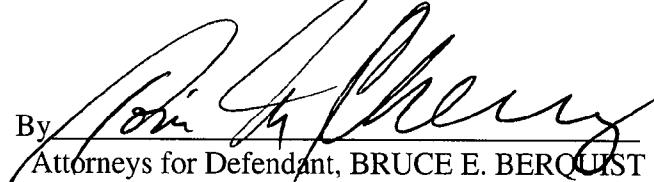
WHEREFORE, Defendant, BRUCE E. BERQUIST, respectfully requests Your Honorable Court to grant his Preliminary Objection by way of demurrer and dismiss

Plaintiff's Complaint as to him.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Defendant, BRUCE E. BERQUIST

VERIFICATION

I, Defendant, BRUCE E. BERQUIST, verify that the information provided in the foregoing Preliminary Objections is true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

Bruce E. Berquist
Bruce E. Berquist

DATED: July 16, 2007

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

**NO.: 07-415-CD
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Plaintiff,

vs.

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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.
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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

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

APR 26 2007

Attest.

William L. Her
Prothonotary/
Clerk of Courts

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

**NO.: 07-415-CD
IN CIVIL ACTION**

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-vs- Plaintiff,

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

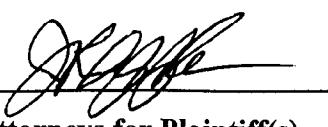
COMPLAINT

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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".
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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.
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WHEREFORE, Plaintiff demands Judgment against both Defendants, jointly and severally in the amount of \$3,057.23, with appropriate additional interest from April 1, 2004, plus attorneys' fees and costs.

APPLE AND APPLE, P.C.

By: 

Attorneys for Plaintiff(s)

ASSIGNMENT AND BILL OF SALE

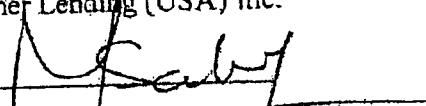
HSBC Consumer Lending (USA) Inc. on behalf of and as managing company for Beneficial Company LLC and HFC Company LLC and their respective subsidiaries (hereinafter called "Seller") has entered into an Account Purchase and Sale Agreement dated July 26, 2006 ("Agreement") for the sale of accounts dated in the initial paragraph of the Agreement thereof to Hudson & Keyse, L.L.C., (hereinafter called "Purchaser"), upon the terms and conditions set forth in that Agreement.

NOW, THEREFORE, for good and valuable consideration, Seller hereby sells, assigns, and transfers to Purchaser, its successors and assigns, all of Seller's rights, title, and interest in each and every one of the Accounts described in the Agreement.

Purchaser and Seller agree that the Purchase Price shall be as stated in Section 3 of the Agreement.

IN WITNESS WHEREOF, Seller has signed and delivered this instrument on the 26 day of July 2006.

HSBC Consumer Lending (USA) Inc.

By: 

Printed Name: Mushtaq Sahaf

Title: Vice-President

EXHIBIT A



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: BENEFICIAL COMPANY LLC

ORIGINAL ACCOUNT NUMBER: 71171800518273

HUDSON & KEYSE, L.L.C. ACCOUNT NUMBER: 455793*1

DEBTOR NAME: BRUCE E. BERQUIST

DEBTOR ADDRESS: 601 WEST WASHINGTON AVENUE, DU BOIS, PA, 15801

ALTERNATE DEBTOR NAME: NANCY BERQUIST

ALTERNATE DEBTOR ADDRESS: 1117 SOUTH MAIN STREET, A, DU BOIS, PA, 15801

DATE ACCOUNT OPENED: DEC 15 1999

DATE LAST PAID TO ORIGINAL CREDITOR: 17 MAR 2003

DATE LAST PAID TO HUDSON & KEYSE, L.L.C.:

PRINCIPAL BALANCE DUE: \$3,057.23

INTEREST BALANCE DUE: \$.00

TOTAL BALANCE DUE: \$3,057.23

INTEREST RATE: .00% LAST DATE INTEREST CHARGED: MAR 31 2004

EXHIBIT B

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

AFFIDAVIT

I Nancy A. Quere of Hudson and Keyse, LLC, 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. ~ 4909, relating to unsworn falsification to authorities.

January 26, 2007

Nancy A. Quere
Nancy A. Quere

Legal Account Manager
Hudson and Keyse, LLC
382 Blackbrook Road
Painesville, OH 44077

AFFIDAVIT

I Nancy A. Quere of Hudson and Keyse, LLC, 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. ~ 4909, relating to unsworn falsification to authorities.

January 26, 2007

Nancy A. Quere
Nancy A. Quere

Legal Account Manager
Hudson and Keyse, LLC
382 Blackbrook Road
Painesville, OH 44077

Beneficial Consumer Finance
PO Box 59570
Schaumburg, IL 60159-9910

Household

Date: 04/18/2002

Bruce Berquist
601 W Washington Ave
Dubois, PA 15801

1-800-483-7945

Reference Number: 2002002482
Creditor: Beneficial Consumer Finance
Dear Bruce Berquist,

Pursuant to your recent dispute regarding the above-referenced account, use of this account has been suspended until an investigation into your claim has been completed. We understand being a victim of a crime can be a frustrating ordeal. Our process is designed to eliminate as much frustration as possible.

Beneficial Consumer Finance would like to assist you in a timely resolution of this matter. We have enclosed a Claim Form and Affidavit(s) of Forgery to expedite the process. If not attached, the relevant documents have been ordered and should be available within sixty days. Should you determine this account or any transaction associated with this account is unauthorized, please complete and return the original Affidavit(s) of Forgery and Claim Form to our office in the enclosed self-addressed envelope. If you are disputing both the opening of the account as well as transactions on the account, please complete both Affidavits of Forgery (when provided).

To assist us in the investigation, we ask you include a copy of your drivers license or other picture identification as well as having your SIGNATURE NOTARIZED on the Affidavit(s) of Forgery.

An investigator will be assigned to your claim once we receive your completed Claim Form and Affidavit(s). The investigator will contact you, if necessary, to further discuss your dispute. Your investigator will provide you with his/her direct extension. You will be notified of the results of our initial investigation in writing.

Failure to return these documents by 06/17/2002 may result in our having insufficient information to pursue this matter further. This may result in the account being removed from dispute status.

Your cooperation and assistance in this matter is greatly appreciated and will allow us to serve you better. I can be reached Monday through Friday, between 8:30am and 5:00pm Central Standard Time. My telephone number is (800) 659-4774, extension 5539.

Sincerely,

Toya M Bey

Household Claims and Investigations

Enclosures:

Affidavits of Forgery

Claim Form

Documents on Order

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

HUDSON & KEYSE LLC, assignee of BENEFICIAL COMPANY, LLC,	:
Plaintiff	:
vs.	:
vs.	No. 07 - 415 C.D.
BRUCE E. BERQUIST and NANCY L. BERQUIST, jointly and severally,	:
Defendants	:

CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of July, 2007, a true and correct copy of Defendant, Bruce E. Berquist's Preliminary Objections to Plaintiff's Complaint was served upon JAMES R. APPLE, ESQ., counsel for Plaintiff, by mailing the same to him by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

JAMES R. APPLE, ESQ.
Apple and Apple, P.C.
Attorneys at Law
4650 Baum Boulevard
Pittsburgh, PA 15213

GLEASON, CHERRY AND CHERRY, L.L.P.

By John M. Miller
Attorneys for Defendant, BRUCE E. BERQUIST

Dated: July 16, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

NO.: 07-415-CD
IN CIVIL ACTION

**HUDSON & KEYSE LLC, assignee of
BENEFICIAL COMPANY, LLC**

-vs- Plaintiff,

**BRUCE E. BERQUIST AND NANCY L. BERQUIST,
jointly and severally**

Defendant.

**PRAECIPE TO REINSTATE
COMPLAINT, as to NANCY L.
BERQUIST, only**

**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
Fax: 412-682-3138

*FILED Atty pd. \$7.00
MAY 15 2008 ICCO 1 Compl.
Reinstated to
Sheriff
William A. Shaw
Prothonotary/Clerk of Courts*

CR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

NO.: 07-415-CD
IN CIVIL ACTION

**HUDSON & KEYSE LLC, assignee of
BENEFICIAL COMPANY, LLC**

-vs- Plaintiff,

**BRUCE E. BERQUIST AND NANCY L. BERQUIST,
jointly and severally**

Defendant.

**PRAECIPE TO REINSTATE COMPLAINT
as to NANCY L. BERQUIST, Only**

TO THE PROTHONOTARY

SIR:

Kindly reinstate the Complaint in the above-captioned matter.

APPLE AND APPLE, P.C.

Dated: May 9, 2008

By: _____

Attorneys for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-415-CD

HUDSON & KEYSE LLC Assignee

vs

BRUCE E. BERQUIST and NANCY L. BERQUIST Jointly and severally
COMPLAINT & PRAECIPE

SERVE BY: 06/14/2008

HEARING:

PAGE: 104173

SERVICE # 1 OF 1

DEFENDANT: NANCY L. BERQUIST
ADDRESS: 531 SOUTH AVE.
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT & PRAECIPE ON NANCY L. BERQUIST, DEFENDANT

BY HANDING TO _____ / _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT & PRAECIPE FOR NANCY L. BERQUIST

AT (ADDRESS) _____

NOW This 29th DAY MAY 2008 AT 11:24 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO NANCY L. BERQUIST

REASON UNABLE TO LOCATE House Empty

SWORN TO BEFORE ME THIS

DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Nervino _____

Deputy Signature

Jerome M. Nervino

Print Deputy Name

FILED
01/10/2008
JUN 03 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

NO.: 07-415-CD
IN CIVIL ACTION

HUDSON & KEYSE LLC, assignee of
BENEFICIAL COMPANY, LLC

-vs- Plaintiff,

BRUCE E. BERQUIST AND NANCY L. BERQUIST,
jointly and severally

Defendant.

PRAEICE TO REINSTATE
COMPLAINT, as to NANCY L.
BERQUIST, only

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
Fax: 412-682-3138

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

MAY 15 2008

Attest,

William L. Brown
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

NO.: 07-415-CD
IN CIVIL ACTION

HUDSON & KEYSE LLC, assignee of
BENEFICIAL COMPANY, LLC

-vs- Plaintiff,

BRUCE E. BERQUIST AND NANCY L. BERQUIST,
jointly and severally

Defendant.

PRAECIPE TO REINSTATE COMPLAINT
as to NANCY L. BERQUIST, Only

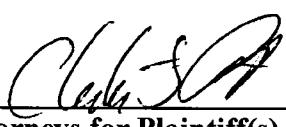
TO THE PROTHONOTARY

SIR:

Kindly reinstate the Complaint in the above-captioned matter.

APPLE AND APPLE, P.C.

Dated: May 9, 2008

By: 
Attorneys for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

NO.: 07-415-CD
IN CIVIL ACTION

HUDSON & KEYSE LLC, assignee of
BENEFICIAL COMPANY, LLC

Plaintiff,

vs.

BRUCE E. BERQUIST AND NANCY
L. BERQUIST, jointly and severally

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

5/15/08 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William L. Hause
Prothonotary

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

APR 26 2007

Attest.

William L. Hause
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

NO.: 07-415-CD
IN CIVIL ACTION

**HUDSON & KEYSE LLC, assignee of
BENEFICIAL COMPANY, LLC**

-vs- Plaintiff,

**BRUCE E. BERQUIST AND NANCY L. BERQUIST,
jointly and severally**

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 382 Blackbrook Rd., Painesville, OH 44077, and as the assignee of Beneficial Company, LLC, 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. Defendants are individuals whose address is 601 West Washington Ave, Du Bois, Clearfield County, Pennsylvania 15801.
5. At a specific instance and request of the Defendants, the Defendants applied for and were 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 Defendants 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 Defendants' breach of the Agreement.
9. Plaintiff avers that the balance due amounts to \$3,057.23, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "B" and made a part hereof.
10. Plaintiff avers that the interest has accrued at the rate of 25.795% per annum on the balance due from April 1, 2004.
11. Per the term of the agreement, the Defendants have 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, Defendants have willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against both Defendants, jointly and severally in the amount of \$3,057.23, with appropriate additional interest from April 1, 2004, plus attorneys' fees and costs.

APPLE AND APPLE, P.C.

By: 

Attorneys for Plaintiff(s)

ASSIGNMENT AND BILL OF SALE

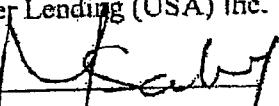
HSBC Consumer Lending (USA) Inc. on behalf of and as managing company for Beneficial Company LLC and HFC Company LLC and their respective subsidiaries (hereinafter called "Seller") has entered into an Account Purchase and Sale Agreement dated July 26, 2006 ("Agreement") for the sale of accounts dated in the initial paragraph of the Agreement thereof to Hudson & Keyse, L.L.C., (hereinafter called "Purchaser"), upon the terms and conditions set forth in that Agreement.

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Purchaser and Seller agree that the Purchase Price shall be as stated in Section 3 of the Agreement.

IN WITNESS WHEREOF, Seller has signed and delivered this instrument on the 26 day of July 2006.

HSBC Consumer Lending (USA) Inc.

By: 

Printed Name: Mushtaq Sahaf

Title: Vice-President

EXHIBIT A



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: BENEFICIAL COMPANY LLC

ORIGINAL ACCOUNT NUMBER: 71171800518273

HUDSON & KEYSE, L.L.C. ACCOUNT NUMBER: 455793*1

DEBTOR NAME: BRUCE E. BERQUIST

DEBTOR ADDRESS: 601 WEST WASHINGTON AVENUE, DU BOIS, PA, 15801

ALTERNATE DEBTOR NAME: NANCY BERQUIST

ALTERNATE DEBTOR ADDRESS: 1117 SOUTH MAIN STREET, A, DU BOIS, PA, 15801

DATE ACCOUNT OPENED: DEC 15 1999

DATE LAST PAID TO ORIGINAL CREDITOR: 17 MAR 2003

DATE LAST PAID TO HUDSON & KEYSE, L.L.C.:

PRINCIPAL BALANCE DUE: \$3,057.23

INTEREST BALANCE DUE: \$0.00

TOTAL BALANCE DUE: \$3,057.23

INTEREST RATE: .00% LAST DATE INTEREST CHARGED: MAR 31 2004

EXHIBIT B

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

AFFIDAVIT

I Nancy A. Quere of Hudson and Keyse, LLC, 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. ~ 4909, relating to unsworn falsification to authorities.

January 26, 2007

Nancy A. Quere
Nancy A. Quere

Legal Account Manager
Hudson and Keyse, LLC
382 Blackbrook Road
Painesville, OH 44077

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104173
NO. 07-415-CD
SERVICES 1
COMPLAINT & PRAECIPE

PLAINTIFF: HUDSON & KEYSE LLC Assignee

vs.

DEFENDANT: BRUCE E. BERQUIST and NANCY L. BERQUIST Jointly and severally

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	APPLE	19579	10.00
SHERIFF HAWKINS	APPLE	19579	24.19

10:56 AM
11/29/2008
LM
William A. Shaw
Prothonotary/Clerk of Court

Sworn to Before Me This

So Answers,

Day of _____ 2008



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

NO.: 07-415-CD
IN CIVIL ACTION

HUDSON & KEYSE LLC, assignee of
BENEFICIAL COMPANY, LLC

Plaintiff,

vs.

BRUCE E. BERQUIST AND NANCY L. BERQUIST,
jointly and severally

Defendant.

PRAECIPE TO REINSTATE
COMPLAINT as to Nancy L.
Berquist, Only

CODE-
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

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
Fax: 412-682-3138

FILED, Atty pd. 7.00
1/12/08/01
FEB 09 2009 | Compl. Reinstated
to Sheriff

5
William A. Shaw
Prothonotary/Clerk of Courts

610

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

NO.: 07-415-CD
IN CIVIL ACTION

**HUDSON & KEYSE LLC, assignee of
BENEFICIAL COMPANY, LLC**

Plaintiff,

vs.

**BRUCE E. BERQUIST AND NANCY L. BERQUIST,
jointly and severally**

Defendant.

**PRAECIPE TO REINSTATE COMPLAINT
as to Nancy L. Berquist, Only**

TO THE PROTHONOTARY

SIR:

Kindly reinstate the Complaint in the above-captioned matter.

APPLE AND APPLE, P.C.

Dated: Feb. 5, 2009

By: Charles J. Apple
Attorneys for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-415-CD

HUDSON & KEYSE LLC, assignee

vs

BRUCE E. BERQUIST AND NANCY L. BERQUIST, jointly and severally
COMPLAINT

SERVICE # 1 OF 1

SERVE BY: 03/11/2009

HEARING:

PAGE: 105242

FILED

O 3:29 P.M. GK
FEB 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

02-17-09 N/H

2-18-09

*Def does not
live there*

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT ON NANCY L. BERQUIST, jointly and severally, DEFENDANT

BY HANDING TO _____ / _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR NANCY L. BERQUIST, jointly and severally

AT (ADDRESS) _____

NOW 2-20-09 AT 8:30 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO NANCY L. BERQUIST, jointly and severally

REASON UNABLE TO LOCATE Does not live at above address

SWORN TO BEFORE ME THIS

DAY OF _____ 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Nevin
Deputy Signature

Jerome M. Nevin
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

NO.: 07-415-CD
IN CIVIL ACTION

HUDSON & KEYSE LLC, assignee of
BENEFICIAL COMPANY, LLC

Plaintiff,

vs.

BRUCE E. BERQUIST AND NANCY
L. BERQUIST, jointly and severally

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

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

APR 26 2007

Attest.

William L. Haas
Prothonotary/
Clerk of Courts

2/9/09 Document
Reinstated/Received to Sheriff/Attorney
for service. *W.L. Haas*

Deputy Prothonotary

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

**NO.: 07-415-CD
IN CIVIL ACTION**

**HUDSON & KEYSE LLC, assignee of
BENEFICIAL COMPANY, LLC**

-vs- Plaintiff,

**BRUCE E. BERQUIST AND NANCY L. BERQUIST,
jointly and severally**

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**

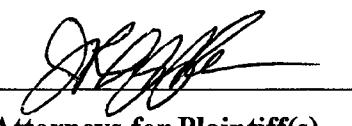
COMPLAINT

1. Plaintiff is a corporation having offices at 382 Blackbrook Rd., Painesville, OH 44077, and as the assignee of Beneficial Company, LLC, 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. Defendants are individuals whose address is 601 West Washington Ave, Du Bois, Clearfield County, Pennsylvania 15801.
5. At a specific instance and request of the Defendants, the Defendants applied for and were 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 Defendants 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 Defendants' breach of the Agreement.
9. Plaintiff avers that the balance due amounts to \$3,057.23, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "B" and made a part hereof.
10. Plaintiff avers that the interest has accrued at the rate of 25.795% per annum on the balance due from April 1, 2004.
11. Per the term of the agreement, the Defendants have 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, Defendants have willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against both Defendants, jointly and severally in the amount of \$3,057.23, with appropriate additional interest from April 1, 2004, plus attorneys' fees and costs.

APPLE AND APPLE, P.C.

By: 

Attorneys for Plaintiff(s)

ASSIGNMENT AND BILL OF SALE

HSBC Consumer Lending (USA) Inc. on behalf of and as managing company for Beneficial Company LLC and HFC Company LLC and their respective subsidiaries (hereinafter called "Seller") has entered into an Account Purchase and Sale Agreement dated July 26, 2006 ("Agreement") for the sale of accounts dated in the initial paragraph of the Agreement thereof to Hudson & Keyse, L.L.C., (hereinafter called "Purchaser"), upon the terms and conditions set forth in that Agreement.

NOW, THEREFORE, for good and valuable consideration, Seller hereby sells, assigns, and transfers to Purchaser, its successors and assigns, all of Seller's rights, title, and interest in each and every one of the Accounts described in the Agreement.

Purchaser and Seller agree that the Purchase Price shall be as stated in Section 3 of the Agreement.

IN WITNESS WHEREOF, Seller has signed and delivered this instrument on the 26 day of July 2006.

HSBC Consumer Lending (USA) Inc.

By: 

Printed Name: Mushtaq Sahaf

Title: Vice-President

EXHIBIT A



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: BENEFICIAL COMPANY LLC

ORIGINAL ACCOUNT NUMBER: 71171800518273

HUDSON & KEYSE, L.L.C. ACCOUNT NUMBER: 455793*1

DEBTOR NAME: BRUCE E. BERQUIST

DEBTOR ADDRESS: 601 WEST WASHINGTON AVENUE, DU BOIS, PA, 15801

ALTERNATE DEBTOR NAME: NANCY BERQUIST

ALTERNATE DEBTOR ADDRESS: 1117 SOUTH MAIN STREET, A, DU BOIS, PA, 15801

DATE ACCOUNT OPENED: DEC 15 1999

DATE LAST PAID TO ORIGINAL CREDITOR: 17 MAR 2003

DATE LAST PAID TO HUDSON & KEYSE, L.L.C.:

PRINCIPAL BALANCE DUE: \$3,057.23

INTEREST BALANCE DUE: \$.00

TOTAL BALANCE DUE: \$3,057.23

INTEREST RATE: .00% LAST DATE INTEREST CHARGED: MAR 31 2004

EXHIBIT B

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

AFFIDAVIT

I Nancy A. Quere of Hudson and Keyse, LLC, 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. ~ 4909, relating to unsworn falsification to authorities.

January 26, 2007

Nancy A. Quere
Nancy A. Quere

Legal Account Manager
Hudson and Keyse, LLC
382 Blackbrook Road
Painesville, OH 44077

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105242
NO: 07-415-CD
SERVICES 1
COMPLAINT

PLAINTIFF: HUDSON & KEYSE LLC, assignee
vs.
DEFENDANT: BRUCE E. BERQUIST AND NANCY L. BERQUIST, jointly and severally

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	APPLE	22562	10.00
SHERIFF HAWKINS	APPLE	22562	46.80

FILED
04-17-2009
APR 17 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2009



Chester A. Hawkins
Sheriff

CA

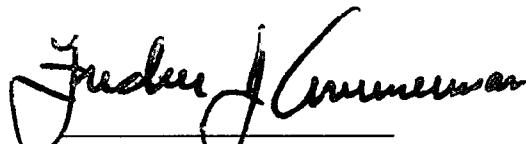
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

HUDSON & KEYSE, LLC	*	NO. 2007-415-CD
BENEFICIAL COMPANY LLC	*	
Plaintiffs	*	
vs.	*	
BRUCE BERQUIST and NANCY L. BERQUIST	*	
Defendants	*	

ORDER

NOW, this 20th day of March, 2013, it is the ORDER of this Court that a **status conference** in the above-captioned case be and is hereby scheduled for the **8th day of May, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED
10/22/2013
MAR 21 2013
William A. Shaw
Prothonotary/Clerk of Courts

2cc Atts:
C. Bennett
T. Cherry
6K

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

HUDSON & KEYSE LLC, assignee of : No. 07 - 415 C.D.
BENEFICIAL COMPANY, LLC, :
Plaintiff : Type of Case: CIVIL
vs. : Type of Pleading: MOTION FOR
BRUCE E. BERQUIST and NANCY : CONTINUANCE
L. BERQUIST, jointly and severally, : Filed on Behalf of: Defendant, BRUCE E.
Defendants : BERQUIST, now deceased
: Counsel of Record for this Party:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801
: (814) 371-5800

FILED
of 2:00pm
APR 10 2013
9

William A. Shaw
Prothonotary/Clerk of Courts

2CC Atty
T. Cherry
6K

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

HUDSON & KEYSE LLC, assignee of :
BENEFICIAL COMPANY, LLC, :
Plaintiff :
:
vs. : No. 07 - 415 C.D.
:
BRUCE E. BERQUIST and NANCY :
L. BERQUIST, jointly and severally, :
Defendants :
:

MOTION FOR CONTINUANCE

TO THE HONORABLE FREDRIC J. AMMERMAN, PRESIDENT JUDGE OF SAID COURT:

AND NOW, comes TONI M. CHERRY, ESQ., counsel for above-named Defendant, BRUCE E. BERQUIST, who is now deceased, and moves Your Honorable Court for a continuance of the status conference scheduled for May 8, 2013, and, in support of which, avers the following:

1. That the above-captioned case was instituted by Plaintiff through the filing of a Complaint on April 26, 2007, to collect a debt purchased by Plaintiff assignee from a creditor whose last payment on the debt was received March 17, 2003.
2. The undersigned represented the Defendant, BRUCE E. BERQUIST in the above-captioned action and on his behalf did file Preliminary Objections to Plaintiff's Complaint raising insufficiency of allegations (demurrer) as to Defendant, BRUCE E. BERQUIST.
3. That no further action was taken in this case by Plaintiff, presumably because the statute of limitations for collection of this debt had expired and Plaintiff assumed that

Defendant would raise the statute of limitations as an affirmative defense in New Matter were this case to proceed through the pleadings stage.

4. That Defendant, BRUCE E. BERQUIST, is now deceased.
5. That on March 21, 2013, Your Honorable Court entered an Order scheduling a status conference in this case for May 8, 2013, at 1:30 p.m.
6. That the undersigned has a conflict on that date as she is scheduled to appear before the Court of Common Pleas of Jefferson County, Pennsylvania, for a two-day custody hearing on May 7 and 8, 2013, before the Honorable John B. Leete, Specially Presiding, that has been scheduled for quite some time and will not be able to attend the status conference on May 8, 2013, at 1:30 p.m.

WHEREFORE, the undersigned respectfully requests Your Honorable Court to continue the status to another date and time convenient for the Court and all parties in this case.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By

John B. Leete
Attorneys for Defendant, BRUCE E. BERQUIST,
now deceased

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

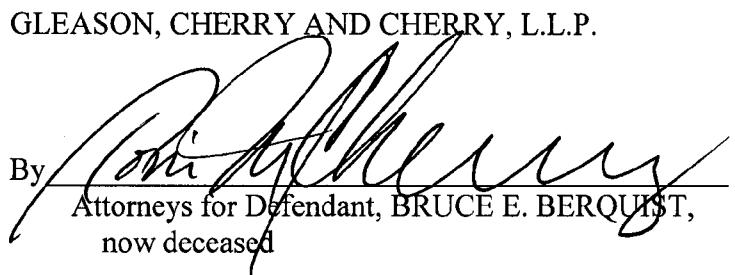
HUDSON & KEYSE LLC, assignee of :
BENEFICIAL COMPANY, LLC, :
Plaintiff :
:
vs. : No. 07 - 415 C.D.
:
BRUCE E. BERQUIST and NANCY :
L. BERQUIST, jointly and severally, :
Defendants :

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of April, 2013, a true and correct copy of the foregoing Motion for Continuance was served upon JAMES R. APPLE, ESQ., counsel for Plaintiff, by mailing the same to him by United States First Class Mail, Postage Prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

JAMES R. APPLE, ESQ.
Apple and Apple, P.C.
Attorneys at Law
4650 Baum Boulevard
Pittsburgh, PA 15213

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Defendant, BRUCE E. BERQUIST,
now deceased

Dated: April 10, 2013

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

HUDSON & KEYSE LLC, assignee of :
BENEFICIAL COMPANY, LLC, :
Plaintiff :
:
vs. : No. 07 - 415 C.D.
:
BRUCE E. BERQUIST and NANCY :
L. BERQUIST, jointly and severally, :
Defendants :
:
9:12:41 am T. Cherry

FILED

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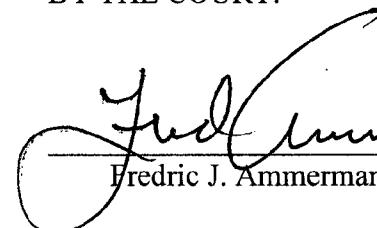
William A. Shaw

ORD E R
Prothonotary/Clerk of Courts

AND NOW, this 11 day of April, 2013, upon consideration of the request for a continuance of the status conference scheduled in the above-captioned matter filed by counsel for Defendant, BRUCE E. BERQUIST, now deceased, it is the Order of this Court that the status conference scheduled for May 8, 2013, at 1:30 p.m. is hereby continued.

Said status conference shall be rescheduled for the 27th day of June
2013, at 1:30 o'clock 8.M. in Courtroom No. 1 of the Clearfield County
Courthouse, Clearfield, Pennsylvania

BY THE COURT:


Fredric J. Ammerman, President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

HUDSON & KEYSE LLC, assignee of : No. 07 - 415 C.D.
BENEFICIAL COMPANY, LLC, :
Plaintiff : Type of Case: CIVIL
vs. :
: Type of Pleading: MOTION FOR
BRUCE E. BERQUIST and NANCY : CONTINUANCE
L. BERQUIST, jointly and severally, :
Defendants : Filed on Behalf of: Defendant, BRUCE E.
: BERQUIST, now deceased
: Counsel of Record for this Party:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: P. O. Box 505
: One North Franklin Street
: DuBois, PA 15801
: (814) 371-5800

FILED
01:50 PM 6/6
JUN - 6 2013
S JUN - 6 2013
William A. Shaw
Prothonotary/Clerk of Courts
3cc Atty
6K

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

HUDSON & KEYSE LLC, assignee of :
BENEFICIAL COMPANY, LLC, :
Plaintiff :
vs. : No. 07 - 415 C.D.
BRUCE E. BERQUIST and NANCY :
L. BERQUIST, jointly and severally, :
Defendants :

MOTION FOR CONTINUANCE

TO THE HONORABLE FREDRIC J. AMMERMAN, PRESIDENT JUDGE OF SAID COURT:

AND NOW, comes TONI M. CHERRY, ESQ., counsel for above-named Defendant, BRUCE E. BERQUIST, who is now deceased, and moves Your Honorable Court for a continuance of the status conference scheduled for June 27, 2013, and, in support of which, avers the following:

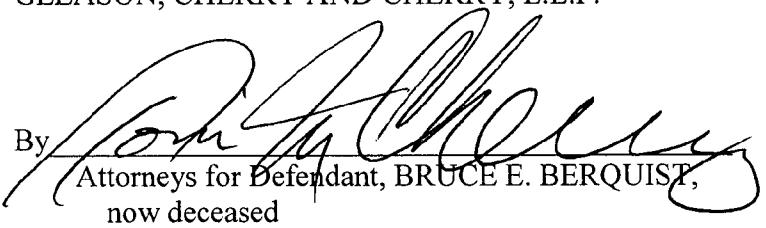
1. That the above-mentioned Plaintiff is no longer represented by the counsel of record listed in this case.
2. That Defendant's counsel has been advised that Plaintiff is in bankruptcy and, as a result, this case cannot proceed.
3. That Defendant's counsel has learned the identity of the Bankruptcy Trustee and requires additional time to determine if the Bankruptcy Trustee intends to proceed in this case.
4. That Defendant requests until the next date when status conferences are scheduled to allow her time to receive a response from the Bankruptcy Trustee.

WHEREFORE, the undersigned respectfully requests that the status conference be continued until August 29, 2013, at 1:30 p.m.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By



Attorneys for Defendant, BRUCE E. BERQUIST,
now deceased

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

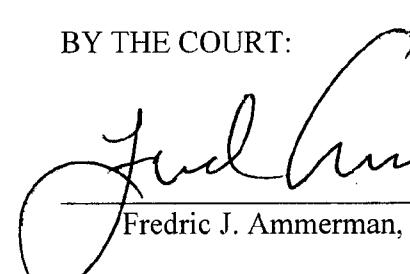
HUDSON & KEYSE LLC, assignee of :
BENEFICIAL COMPANY, LLC, :
Plaintiff :
:
vs. : No. 07 - 415 C.D.
:
BRUCE E. BERQUIST and NANCY :
L. BERQUIST, jointly and severally, :
Defendants :

O R D E R

AND NOW, this 26 day of June, 2013, upon consideration of the request for a continuance of the status conference scheduled in the above-captioned matter filed by counsel for Defendant, BRUCE E. BERQUIST, now deceased, it is the Order of this Court that the status conference scheduled for June 27, 2013, at 1:30 p.m. is hereby continued.

Said status conference shall be rescheduled for the 29th day of August, 2013, at 1:30 o'clock P. M. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania

BY THE COURT:


Fredric J. Ammerman, President Judge

3 CCTA
01242m T. Cherry
S
V. J. Ammerman
Proprietary Court of Common Pleas

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

HUDSON & KEYSE, LLC; }
BENEFICIAL COMPANY, LLC } NO. 2007-415-CD
VS } **FILED** 6L
BRUCE BERQUIST AND NANCY } SEP 09 2013
L. BERQUIST } 013;21 CC: Atty Brundt
Prothonotary/Clerk of Courts
Atty Shaw Atty Chene
O R D E R

NOW, this 29th day of August, 2013, this being
the day and date set for Status Conference in the
above-captioned matter, the Court noting there's been no
activity in the case since 2009, it would appear from the
attached document that the case is in bankruptcy. As such
the prothonotary shall code the case as Z-INACTA.

BY THE COURT,



President Judge