

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.: 07-415CD  
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  
MAR 19 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

Attg pd 85.00

ICC 2 writs  
to Sheriff

~~Feb 9, 2009 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.~~

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:**

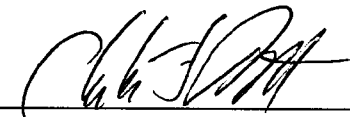
**SIR:**

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.**

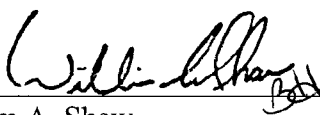
**NO.: 2007-00415-CD**

**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

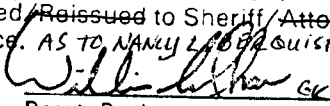
Defendant.

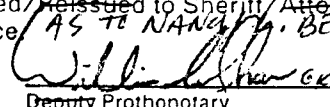
COMPLAINT

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.  
Firm No. 719  
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  
  
Deputy Prothonotary

FEB. 9, 2009 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service. AS TO NANCY L. BERQUIST ONLY  
  
Deputy Prothonotary

FILED <sup>2cc</sup>  
m 11:10 AM  
APR 26 2007  
Atty Apple  
@K

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

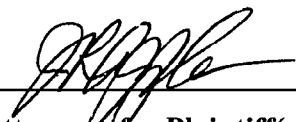
## **COMPLAINT**

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



# 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

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 2007

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.  
Firm No. 719  
4650 Baum Boulevard  
Pittsburgh, PA 15213  
Telephone (412) 682-1466  
Fax (412) 682-3138**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

NO.: 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: Mary 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. Berquist  
601 W. Washington Ave.  
DuBois PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Bruce E. Berquist*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

*BRUCE E. BERQUIST*

C. Date of Delivery

*5/1/67*

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  
0/2:55 LM  
JUL 23 2007  
(55)

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, JOINTLY & 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

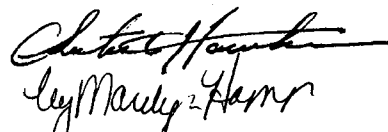
RETURN COSTS

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

Sworn to Before Me This

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

So Answers,



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.**

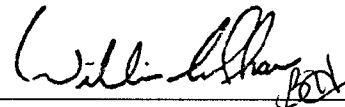
**NO.: 2007-00415-CD**

**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  
BENEFICIAL COMPANY, LLC,

Plaintiff

vs.

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

Defendants

: No. 07 - 415 C.D.

:

: Type of Case: CIVIL

:

: Type of Pleading: DEFENDANT, BRUCE E.

: BERQUIST'S PRELIMINARY OBJECTIONS

: TO PLAINTIFF'S COMPLAINT

:

: 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  
9/11/10 3:01 PM  
JUL 17 2007  
T. Cherry  
William A. Shaw  
Prothonotary/Clerk of Courts

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	:

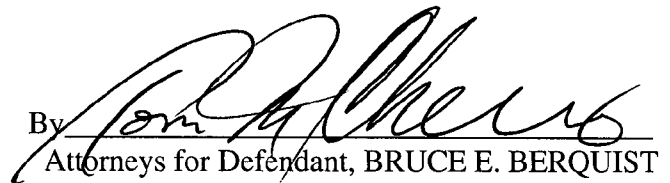
**NOTICE TO PLEAD**

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

  
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  
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 A. Rhee*  
Prothonotary/  
Clerk of Courts

**EXHIBIT "A"**

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

**NO.: 07-415-CD  
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BENEFICIAL COMPANY, LLC**

**-vs-      Plaintiff,**

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

**Defendant.**

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**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**

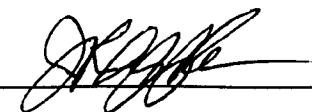
## **COMPLAINT**

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



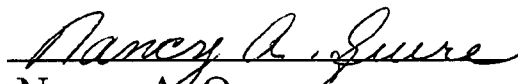
EMAIL: COLLECTIONS@HKINC.COM  
TOLL FREE: 1(800)654-5391 & 1(800)654-1660

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

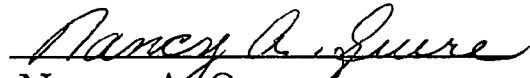
  
Nancy A. Quere

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

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,

*Joya M Bey*

**Household Claims and Investigations**

Enclosures:

\_\_\_ Affidavits of Forgery

\_\_\_ Claim Form

\_\_\_ Documents on Order

**EXHIBIT "B"**

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 16<sup>th</sup> 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   
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. 37.00*  
*7/12:49/64*  
MAY 15 2008 *ICCO 1 Compl.*  
*Reinstated to*  
William A. Shaw *Sheriff*  
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**

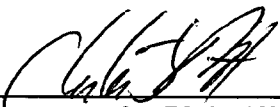
TO THE PROTHONOTARY

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

SERVICE # 1 OF 1

COMPLAINT & PRAECIPE

SERVE BY: 06/14/2008

HEARING:

PAGE: 104173

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. Nedlino  
Deputy Signature

Jerome M. Nedlino  
Print Deputy Name

**FILED**  
010:2761  
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.

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

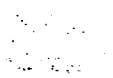
Telephone: 412-682-1466

Fax: 412-682-3138

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. 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.**

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

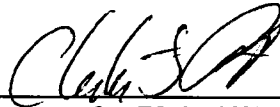
**TO THE PROTHONOTARY**

**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

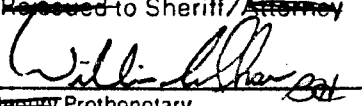
Defendant.

COMPLAINT

CODE-  
FILED ON BEHALF OF  
PLAINTIFF

COUNSEL OF RECORD  
FOR THIS PARTY:

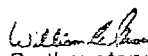
*James R. Apple, Esq.*  
PA I.D. No. 37942  
*Charles F. Bennett, Esq.*  
PA I.D. No. 30541  
*Joel E. Hausman, Esq.*  
PA I.D. No. 42096  
**APPLE AND APPLE, P.C.**  
**Firm No. 719**  
**4650 Baum Boulevard**  
**Pittsburgh, PA 15213**  
**Telephone: 412-682-1466**  
**Fax: 412-682-3138**

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

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

APR 26 2007

Attest.

  
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.**

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Clearfield, PA 16830  
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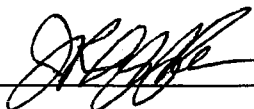
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Attorneys for Plaintiff(s)

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HSBC Consumer Lending (USA) Inc.

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

Printed Name: Mushtaq Sahaf

Title: Vice-President



# 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  
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ORIGINAL ACCOUNT NUMBER: 71171800518273  
HUDSON & KEYSE, L.L.C. ACCOUNT NUMBER: 455793\*1

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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.:

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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



AMERICAN COLLECTORS  
ASSOCIATION, INC.

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  
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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

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

FILED  
0710:56 AM  
AUG 28 2008  
LM  
William A. Shaw  
Prothonotary/Clerk of Court

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,



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**

m/2:08/09  
FEB 09 2009

Atty pd. 7.00  
1 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:   
Attorneys for Plaintiff(s)

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

HUDSON & KEYSE LLC, assignee

vs

SERVICE # 1 OF 1

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

SERVE BY: 03/11/2009 HEARING: PAGE: 105242

DEFENDANT: NANCY L. BERQUIST, jointly and severally  
ADDRESS: 1117 S. MAIN STREET, UNIT A  
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

02-17-09 N/A

2-18-09

Does not live there

SHERIFF'S RETURN

FILED

03:29 PM GK

FEB 20 2009

William A. Shaw  
Prothonotary/Clerk of Courts

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:

Deputy Signature

Jerome M. Neryline  
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. Shaw*  
Prothonotary/  
Clerk of Courts

2/9/09 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service. *William L. Shaw*

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



# 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

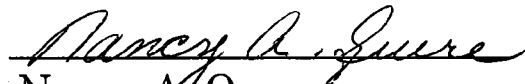
PAY YOUR ACCOUNT ON-LINE VIA CHECK, DEBIT OR CREDIT CARD AT: WWW.HKLLC.BIZ  
PLEASE SEND CORRESPONDENCE TO: POST OFFICE BOX 1090, MENTOR, OH, 44061



## 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

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

<sup>5</sup>FILED  
04/17/09  
APR 17 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2009

So Answers,



Chester A. Hawkins  
Sheriff

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

HUDSON & KEYSE, LLC  
BENEFICIAL COMPANY LLC  
Plaintiffs

vs.

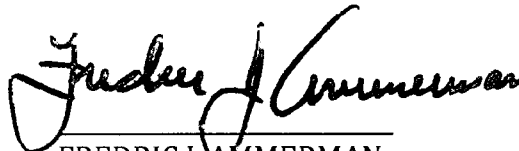
BRUCE BERQUIST and NANCY L. BERQUIST  
Defendants

\* NO. 2007-415-CD  
\*  
\*  
\*  
\*  
\*  
\*

**ORDER**

NOW, this 20<sup>th</sup> 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**

*0/2:22pm*  
**MAR 21 2013**

William A. Shaw  
Prothonotary/Clerk of Courts

*2 CC Attys:*

*C. Bennett*

*T. Cherry*

*OK*

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

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

vs.

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

: No. 07 - 415 C.D.  
:  
: Type of Case: CIVIL  
:  
: Type of Pleading: MOTION FOR  
: CONTINUANCE  
:  
: 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** *2CC Atty*  
*of 2:00pm* *T. Cherry*  
APR 10 2013 *GE*  
William A. Shaw  
Prothonotary/Clerk of Courts

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.

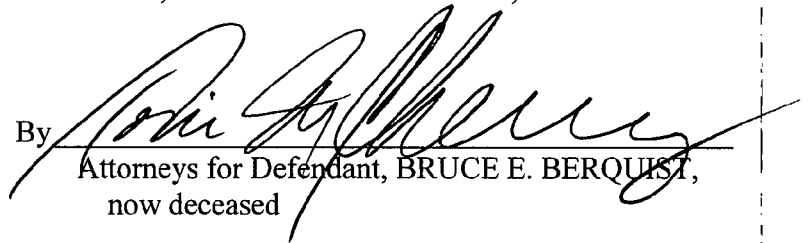
6. That the undersigned has a conflict on that date as she is scheduled to appear before the Court of Common Pleas of Jefferson County, Pennsylvania, for a two-day custody hearing on May 7 and 8, 2013, before the Honorable John B. Leete, Specially Presiding, that has been scheduled for quite some time 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



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 :

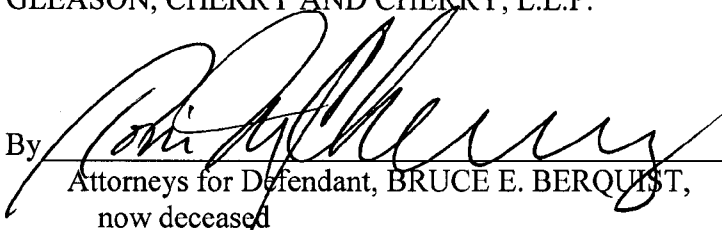
**CERTIFICATE OF SERVICE**

I hereby certify that on this 10<sup>th</sup> 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

CA

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 :

**FILED**

9 01 12:41 PM  
APR 12 2013

2CC Atty  
T. Cherry

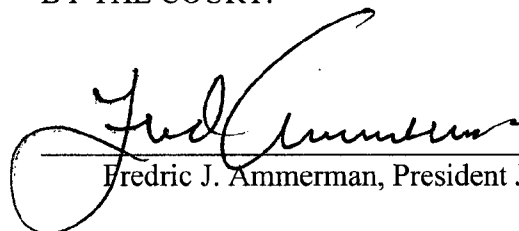
William A. Shaw  
Prothonotary/Clerk of Courts

**ORDER**

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 27<sup>th</sup> day of June 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



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
	:	CONTINUANCE
BRUCE E. BERQUIST and NANCY	:	
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  
01:50 PM GK  
JUN - 6 2015  
William A. Shaw  
Prothonotary/Clerk of Courts  
3cc Atty  
GK

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:

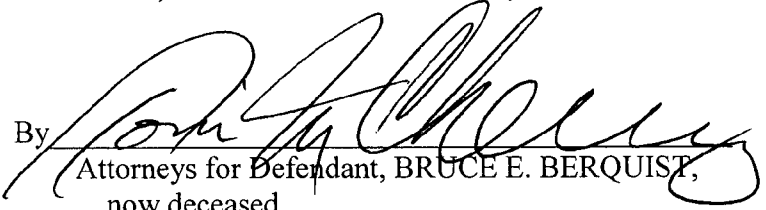
1. That the above-mentioned Plaintiff is no longer represented by the counsel of record listed in this case.
2. That Defendant's counsel has been advised that Plaintiff is in bankruptcy and, as a result, this case cannot proceed.
3. That Defendant's counsel has learned the identity of the Bankruptcy 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.

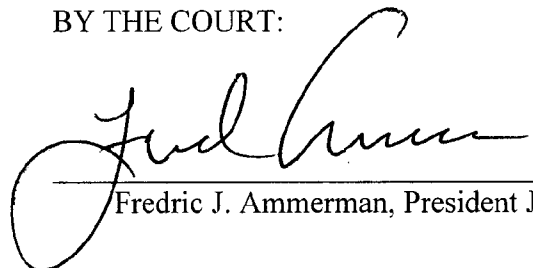
BRUCE E. BERQUIST and NANCY :  
L. BERQUIST, jointly and severally, :  
Defendants :

**ORDER**

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

3cc ATT  
01242m T. Cherry  
9  
Prothonotary Clerk of Courts

HUDSON & KEYSE, LLC; }  
BENEFICIAL COMPANY, LLC } NO. 2007-415-CD  
VS } **FILE**  
BRUCE BERQUIST AND NANCY } **SEP 09**  
L. BERQUIST } **09:20**  
William A.

03:21 CC: Atty. Bennett  
William A. Shaw Atty. Cherry  
Prothonotary/Clerk of Courts

President Judge