

07-440-CD
CSGA LLC vs Duane C. Sloppy

~~2007-440-CD~~

CSGA vs Amy Doel
2007-440-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL ACTION - LAW

FILED

MAR 22 2007

mls:slm
William A. Shaw
Prothonotary/Clerk of Courts
CENT TO ATTY
SHEAR

CSGA, LLC

Plaintiff

475 Market Street

Elmwood Park, NJ 07047

vs.

Duane C. Sloppy

Defendant

69 Horseshoe Lane

Woodland, PA 16881

No. 2007-440-CD

Type of Case: Contract/Arbitration

Type of Pleading: Complaint

Filed on behalf of:

CSGA, LLC

(Plaintiff)

Counsel of Record for this Party:

Jordan W. Felzer, Esquire

Supreme Court ID No. 38670

Bronson & Migliaccio, LLP

Three Neshaminy Interplex

Suite 301

Trevoze, PA 19053

(800) 874-4066

(Signature)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSGA, LLC
475 Market Street
Elmwood Park, NJ 07047

Plaintiff

v.

Duane C Sloppy
69 Horseshoe Lane
Woodland, PA 16881

Defendant

: CIVIL ACTION - LAW

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: NO.

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NOTICE TO DEFEND

YOU have been sued in Court. If you wish to defend against the claim 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 rights important to you.

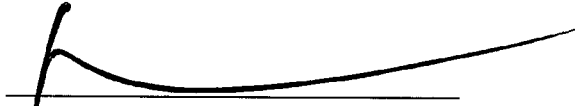
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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.

COURT ADMINISTRATOR

Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 x.50-51

BRONSON & MIGLIACCIO, LLP

By:  Jordan W. Felzer, Esquire
Attorney ID # 38670
jfelzer@lobmlaw.com
Three Neshaminy Interplex, Suite 301
Trevose, PA 19053
Telephone (800) 834-4066

CIVIL ACTION - COMPLAINT

Plaintiff, CSGA, LLC, as Assignee of CHASE MANHATTAN BANK, by and through its attorneys, Bronson and Migliaccio, LLP, represents as follows:

1. Plaintiff, CSGA, LLC, is a limited liability company organized and existing under the laws of the State of New York with a principal place of business at 475 Market Street, Elmwood Park, New Jersey 07047.

2. Defendant, Duane C Sloppy, is an adult individual residing at 69 Horseshoe Lane, Woodland, Pennsylvania 16881.

3. Plaintiff, CSGA, LLC, purchased certain accounts from CHASE MANHATTAN BANK, along with all rights pertaining thereto, and is the lawful successor-in-interest on those certain accounts, including an account belonging to the Defendant as more specifically described below.

COUNT I – BREACH OF CONTRACT CSGA, LLC v. Duane C Sloppy

4. Defendant entered into an agreement for an extension of credit with CHASE MANHATTAN BANK under a revolving charge account issued in the name of the Defendant bearing account number 5417126717325152, whereby Defendant would from time to time be advanced credit for purchases or expenditures in exchange for the promise to repay funds so utilized at an agreed upon rate of interest.

5. There is a principal balance due and owing on the account in the amount of **\$7,350.02** plus accrued interest. A statement of account is attached hereto and marked as Exhibit "A" and is incorporated herein by reference.

6. Plaintiff has made demand upon the Defendant for payment. More specifically, a written demand was made at least thirty (30) days prior to the filing of this Complaint.

7. Defendant is in breach of the terms of the agreement for the extension of credit and has neglected and refused to pay the outstanding balance. No recent payments have been received on the account.

WHEREFORE, Plaintiff CSGA, LLC respectfully requests judgment against the Defendant, Duane C Sloppy, in an amount not exceeding the limits for mandatory arbitration, as follows:

- a. The principal sum of \$7,350.02, plus;
- b. Interest accrued in the amount of \$5,650.72;
- c. Costs and interest at the legal rate; or
- d. For such other and further relief as this Court deems just and proper.

COUNT II – UNJUST ENRICHMENT
CSGA, LLC v. Duane C Sloppy

8. Plaintiff hereby incorporates paragraphs one through seven above as though more fully set forth at length hereinafter.

9. The principal balance of \$7,350.02 represents the reasonable value of goods and services, the benefit of which is inured to the Defendant at the expense of CHASE MANHATTAN BANK, creating an equitable claim which Plaintiff now holds as successor in interest.

WHEREFORE, Plaintiff CSGA, LLC respectfully requests judgment against the Defendant, Duane C Sloppy, in an amount not exceeding the limits for mandatory arbitration, as follows:

- a. The principal sum of \$7,350.02, plus;
- b. An amount of interest on the principal balance equal to the legal rate and running from the date the account was closed by the Original Creditor until present, representing the time-value of money on the credit extension utilized by the Defendant.
- c. Costs and interest at the legal rate going forward from today; or
- d. For such other and further relief as this Court deems just and proper.



BRONSON & MIGLIACCIO, LLP

Attorneys for Plaintiff

By: Jordan W. Felzer, Esq., ID# 38670

jfelzer@lobmlaw.com

Three Neshaminy Interplex

Suite 301

Trevese, PA 19053

(800) 834-4066

ACCOUNT INFORMATION REPORT

ACCOUNT#: 13484143060417170

FINANCIAL

Forwarder: CSGA, LLC
Acct#: 5417126717325152

Placement
04/13/2006 \$7,350.02

Original Creditor: CHASE MANHATTAN BANK
Debt Type: CC

Last Payment
\$0.00

Principal	\$7,350.02
Interest	\$5,650.72
Attorney	\$0.00
Court	\$0.00
Misc	\$0.00

STATUS: LEGAL

WIP# Days Left
0 0

Assigned to: LPAMCCOLLUM

BALANCE \$13,000.74

Personal Information

Debtor 1	First	MI	Last Name
	DUANE C		SLOPPY
Address	69 HORSESHOE LANE		
City	WOODLAND	ST PA	Zip 16881
Country	USA	Province	
Work Tel		Home Tel	(814)857-7339
Ext		Fax	
SS#	██████████	Driver's License #	
DOB		State	
Spouse			

Bank and Asset

There is no bank information on this account.

Debt

Service Provided CREDIT CARD

Placement Breakdown

Principal	\$7,350.02
Awarded Int	\$4,043.57
Attorney Fees	
Court Costs	
Misc Costs	
Accrued Int	
Total Placement	\$7,350.02

Debt Type Credit Cards

Last Payment Date 05/04/2003
Last Payment Amount
Last Charge Date
Last Charge Amount

Original Loan Terms

Contract Date	
Number of Payments	
Interest Rate %	24.99
Collateral	

Original Loan Amount
Amount of Payments
Serial/Vin Number

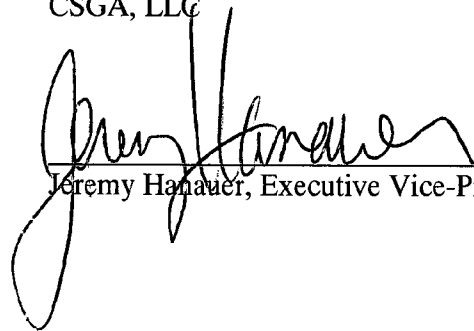
Exhibit "A"

VERIFICATION

I, **Jeremy Hanauer**, in my capacity as a Corporate Officer of CSGA, L.L.C., verify that the averments of fact contained in the foregoing ***Complaint*** are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: 3-20-07

CSGA, LLC



Jeremy Hanauer, Executive Vice-President

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CS GA, LLC
475 Market Street
Elmwood Park, NJ 07047

Plaintiff

CIVIL ACTION- LAW

NO. 2007-440-CD

v.

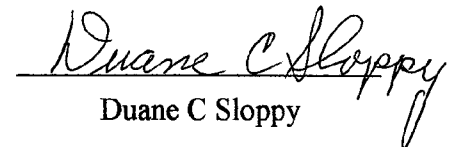
Duane C Sloppy
69 Horseshoe Line
Woodland, PA 16881

Defendant

NOTICE TO INTENT TO DEFEND

**You are hereby notified that the defendant named above has given notice of his
intent to present a defense**

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 x.50-51


Duane C Sloppy

FILED

APR 16 2007

0/10:15
William A. Shaw
Prothonotary/Clerk of Courts

1 sent to D. SLOPPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102595
NO: 07-440-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CSGA, LLC
vs.
DEFENDANT: DUANE C. SLOPPY

FILED
013:15/20
JUL 13 2007
(15)

SHERIFF RETURN

William A. Shaw
Prothonotary/Clerk of Courts

NOW, March 29, 2007 AT 10:23 AM SERVED THE WITHIN COMPLAINT ON DUANE C. SLOPPY DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DUANE C. SLOPPY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

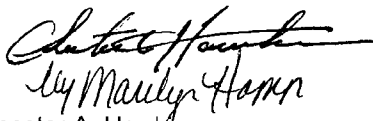
SERVED BY: HAWKINS /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BRONSON	15514	10.00
SHERIFF HAWKINS	BRONSON	15514	23.85

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSGA, LLC

v.

DUANE C SLOPPY

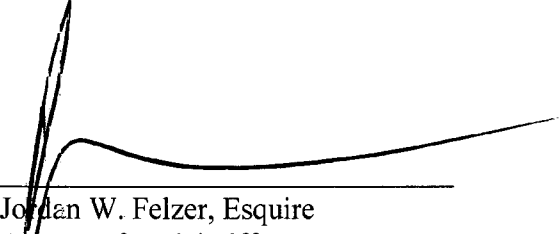
: CIVIL ACTION - LAW
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No. 2007-440

ORDER TO DISCONTINUE AND END WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly mark the above captioned matter Discontinued and Ended without Prejudice.



Jordan W. Felzer, Esquire
Attorney for Plaintiff
ID No. 38670
Three Neshaminy Interplex, Suite 301
Trevose, PA 19053
Telephone (215) 244-8105
jfelzer@lcbmlaw.com

FILED

SEP 12 2007

m/givew
William A. Shaw
Prothonotary/Clerk of Courts

1 CENT 41 CENT 70

ATTY

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CSGA, LLC

Vs.

No. 2007-00440-CD

Duane C. Sloppy

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on September 12, 2007, marked:

Discontinued and Ended without Prejudice

Record costs in the sum of \$118.85 have been paid in full by Bronson & Migliaccio, LLP.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 12th day of September A.D. 2007.

William A. Shaw, Prothonotary