

2007-441-CD
CSGA vs Amy Doel

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

FILED

MAR 22 2007

W/11:25/wn
William A. Shaw
Prothonotary/Clerk of Courts
Clerk to Amy L
SHAW

CSGA, LLC

Plaintiff

475 Market Street

Elmwood Park, NJ 07047

vs.

Amy L. Doel

Defendant

180 High Street

Woodland, PA 16881

No. 2007-441-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) 834-4066

(Signature)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSGA, LLC
475 Market Street
Elmwood Park, NJ 07047

Plaintiff

v.

Amy L Doel
180 High St
Woodland, PA 16881

Defendant

: CIVIL ACTION - LAW

:

:

: 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.

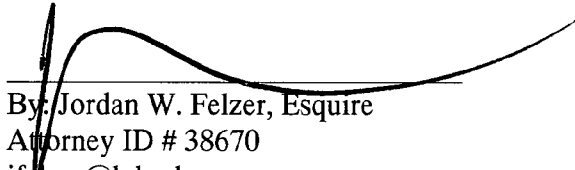
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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, Amy L Doel, is an adult individual residing at 180 High St, 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. Amy L Doel

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 5417124865400877, 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 **\$5,220.95** 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, Amy L Doel, in an amount not exceeding the limits for mandatory arbitration, as follows:

- a. The principal sum of \$5,220.95, plus;
- b. Interest accrued in the amount of \$4,224.10;
- 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. Amy L Doel

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

9. The principal balance of \$5,220.95 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, Amy L Doel, in an amount not exceeding the limits for mandatory arbitration, as follows:

- a. The principal sum of \$5,220.95, 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

Trevose, PA 19053

(800) 834-4066

ACCOUNT INFORMATION REPORT

ACCOUNT#: 13451143060308578

FINANCIAL

Forwarder: CSGA, LLC
Acct#: 5417124865400877

Placement
03/16/2006 \$5,220.95

Original Creditor: FUSA - TITANIUM
Debt Type: CC

Last Payment
\$0.00

Principal	\$5,220.95
Interest	\$4,224.10
Attorney	\$0.00
Court	\$0.00
Misc	\$0.00

STATUS: LEGAL

WIP# Days Left
0 0

Assigned to: LPAMCCOLLUM

BALANCE \$9,445.05

Personal Information

Debtor 1	First	MI	Last Name
	AMY L		DOEL
Address	180 HIGH ST		
City	WOODLAND	ST PA	Zip 16881
Country		Province	
Work Tel		Home Tel	(814)857-7314
Ext		Fax	
SS#	[REDACTED]	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	\$5,220.95
Awarded Int	
Attorney Fees	
Court Costs	
Misc Costs	
Accrued Int	\$4,224.10
Total Placement	\$5,220.95

Debt Type Credit Cards

Last Payment Date 01/12/2003
Last Payment Amount
Last Charge Date
Last Charge Amount

Original Loan Terms

Contract Date	
Number of Payments	
Interest Rate %	0.23
Collateral	

Original Loan Amount
Amount of Payments
Serial/Vin Number

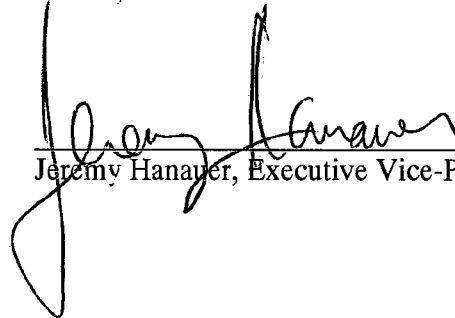
Exhibit "A"

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

CSGA, LLC

: CIVIL ACTION - LAW

:

:

v.

:

: No. 2007-00441

:

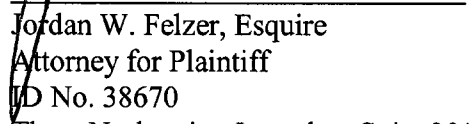
AMY L DOEL

:

ORDER TO DISCONTUNE 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@lobmlaw.com

FILED 1cc & 1 Cert of
m/10:50mdisc issued to
MAY 14 2007 Atty Felzer.

(37)
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CSGA, LLC

Vs.
Amy L. Doel

No. 2007-00441-CD

CERTIFICATE OF DISCONTINUATION

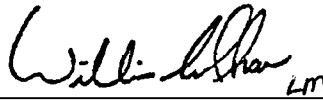
Commonwealth of PA
County of Clearfield

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 May 14, 2007, marked:

Discontinued and ended without prejudice.

Record costs in the sum of \$85.00 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 14th day of May A.D. 2007.



William A. Shaw, Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **102596**

CSGA, LLC

Case # 07-441-CD

vs.

AMY L. DOEL

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW July 25, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO AMY L. DOEL, DEFENDANT. 180 HIGH ST., WOODLAND, PA. "TRAILER EMPTY".

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BRONSON	15500	10.00
SHERIFF HAWKINS	BRONSON	15500	23.70

Sworn to Before me This

_____ Day of _____ 2007

FILED

07/25/07

JUL 25 2007

So Answers,

William A. Shaw

Prothonotary/Clerk of Courts

Chester A. Hawkins

Chester A. Hawkins
Sheriff

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

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Plaintiff

475 Market Street

Elmwood Park, NJ 07047

vs.

Amy L. Doel

Defendant

180 High Street

Woodland, PA 16881

No. 2007-441-CD

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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

Trevose, PA 19053

(800) 834-4066

(Signature)

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

MAR 22 2007

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSGA, LLC
475 Market Street
Elmwood Park, NJ 07047

Plaintiff

v.

Amy L Doel
180 High St
Woodland, PA 16881

Defendant

: CIVIL ACTION - LAW

: NO.

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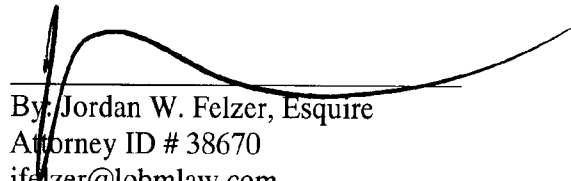
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COUNT II – UNJUST ENRICHMENT
CSGA, LLC v. Amy L Doel

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- 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

Trevose, PA 19053

(800) 834-4066

ACCOUNT INFORMATION REPORT

ACCOUNT#: 13451143060308578

FINANCIAL

Forwarder: CSGA, LLC

Acct#: 5417124865400877

Original Creditor: FUSA - TITANIUM

Debt Type: CC

STATUS: LEGAL

Assigned to: LPAMCCOLLUM

WIP#

0

Days Left

0

Placement
03/16/2006 \$5,220.95

Last Payment
\$0.00

Principal \$5,220.95

Interest \$4,224.10

Attorney \$0.00

Court \$0.00

Misc \$0.00

BALANCE \$9,445.05

Personal Information

Debtor 1	First	MI	Last Name
	AMY L		DOEL
Address	180 HIGH ST		
City	WOODLAND	ST PA	Zip 16881
Country		Province	
Work Tel		Home Tel	(814)857-7314
Ext		Fax	
SS#	[REDACTED]	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	\$5,220.95
Awarded Int	
Attorney Fees	
Court Costs	
Misc Costs	
Accrued Int	\$4,224.10
Total Placement	\$5,220.95

Debt Type Credit Cards

Last Payment Date 01/12/2003
Last Payment Amount
Last Charge Date
Last Charge Amount

Original Loan Terms

Contract Date	
Number of Payments	
Interest Rate %	0.23
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