

07-441-CD  
CSGA LLC vs Amy L. Doe

2007-441-CD  
CSGA vs Amy Doe

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

FILED

MAR 22 2007

11:25 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
Court of Common Pleas  
ATTY

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-C0

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

Trevose, PA 19053

(800) 834-4066

(Signature)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSGA, LLC	:	CIVIL ACTION - LAW
475 Market Street	:	
Einwood Park, NJ 07047	:	
	:	
Plaintiff	:	NO.
v.	:	
	:	
Amy L Doel	:	
180 High St	:	
Woodland, PA 16881	:	
Defendant	:	

**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](mailto: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

STATUS: LEGAL

Assigned to: LPAMCCOLLUM

WIP# 0 Days Left 0

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 AMY L	MI	Last Name DOEL
Address 180 HIGH ST		ST PA	Zip 16881
City WOODLAND		Province	
Country			
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	

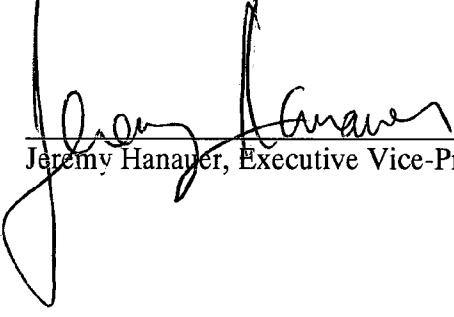
Exhibit "A"

## **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

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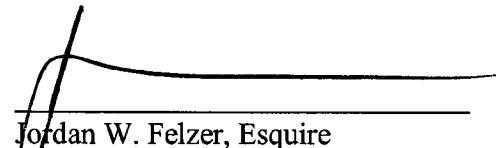
CSGA, LLC : CIVIL ACTION - LAW  
v. :  
AMY L DOEL : No. 2007-00441

---

**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@lobmlaw.com

FILED 1cc 1 Cert of  
m/p: 50 undisc issued to  
MAY 14 2007 Atty Felzer.  
W.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

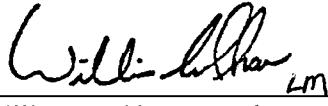
Commonwealth of PA  
County of Clearfield

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

So Answers,

William A. Shaw  
Prothonotary/Clerk of Courts  
*Charles A. Hawkins*  
by *Marilyn Harris*  
Chester A. Hawkins  
Sheriff

**FILED**

*07-441-CD*

**JUL 25 2007**

*CM*

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

CSGA, LLC

Plaintiff

475 Market Street

Elmwood Park, NJ 07047

vs.

Amy L. Doel

Defendant

180 High Street

Woodland, PA 16881

No. 2007-441-C0

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

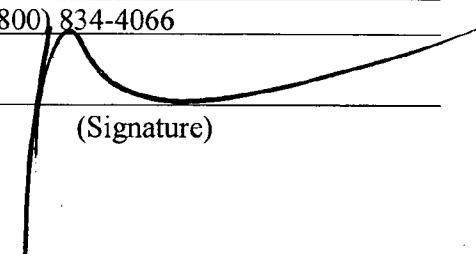
Bronson & Migliaccio, LLP

Three Neshaminy Interplex

Suite 301

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 L. Chen*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSGA, LLC	:	CIVIL ACTION - LAW
475 Market Street	:	
Elmwood Park, NJ 07047	:	
	:	
Plaintiff	:	NO.
v.	:	
	:	
Amy L Doel	:	
180 High St	:	
Woodland, PA 16881	:	
	:	
Defendant	:	

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**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](mailto:jfelzer@lobmlaw.com)  
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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](mailto: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

Principal	\$5,220.95
Interest	\$4,224.10
Attorney	\$0.00
Court	\$0.00
Misc	\$0.00
<b>BALANCE</b>	<b>\$9,445.05</b>

STATUS: LEGAL

WIP# 0 Days Left 0

Assigned to: LPAMCCOLLUM

Personal Information

Debtor 1	First AMY L	MI	Last Name DOEL
Address 180 HIGH ST		ST PA	Zip 16881
City WOODLAND		Province	
Country			
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

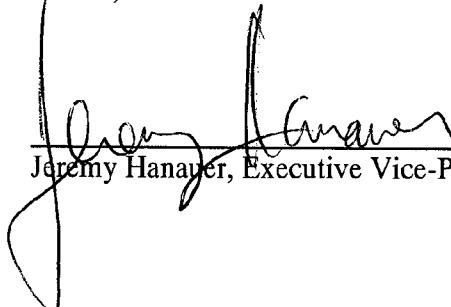
Amount of Payments

Serial/Vin Number

**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