

07-678-CD
Comm Fin. Vs Tina Ball

Comm Fin et al vs Tina Ball
2007-678-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of UNIFUND CCR PARTNERS,
assignee of CITIBANK,

NO. 07-678-CD
IN CIVIL ACTION

Plaintiff(s),

-vs-

TINA BALL,

Defendant(s).

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

Jan 14, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

1-22-10 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

FILED
m12:19/34
APR 27 2008
Att'y pd. 85.00
ICC Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

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

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assignee of UNIFUND CCR PARTNERS,
assignee of CITIBANK,**

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-vs-

TINA BALL,

Defendant(s).

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

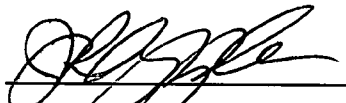
COMPLAINT

1. Plaintiff is a corporation having offices at 120 North Keyser Avenue, Scranton, PA 18504 and as the assignee of Unifund CCR Partners, assignee of Citibank, stands in its assignor's stead, and all are hereinafter referred to interchangeably as "Plaintiff".
2. Defendant is an individual whose address is 962 Strongs Rd, Irvona, Clearfield County, Pennsylvania 16656.
3. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card and/or loan by Plaintiff at the terms and conditions agreed upon by the parties.
4. 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.
5. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.
6. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
7. Plaintiff avers that the balance due amounts to \$21,706.32, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "A" and made a part hereof.
8. Plaintiff avers that the interest has accrued at the rate of 28.74% per annum on the balance due from March 11, 2005.

9. Per the term of the agreement, the Defendant has 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.
10. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in the amount of \$21,706.32, with appropriate additional interest from March 11, 2005, plus attorneys' fees and costs.

APPLE AND APPLE, P.C.

By: 
Attorneys for Plaintiff(s)

(right click for options)

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AFFIDAVIT

I, Patricia Cobb, Esquire, of Commonwealth Financial Systems, Inc.,
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.A. §4904 relating to unsworn
falsification to authorities.

11-15-07
Date:


PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 106783

CFSI File No. 1894832

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **102737**

COMMONWEALTH FINANCIAL SYSTEMS, INC., Assignee

Case # 07-678-CD

vs.

TINA BALL

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW October 01, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO TINA BALL, DEFENDANT. WHEREABOUTS UNKNOWN.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APPLE	14772	10.00
SHERIFF HAWKINS	APPLE	14772	40.19

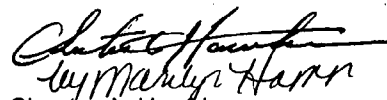
FILED
03:00 PM
OCT 01 2007
JUN

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

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-VS-

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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 27 2007

Attest.

William A. Khan
Prothonotary/
Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
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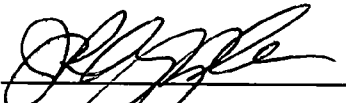
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APPLE AND APPLE, P.C.

By: 
Attorneys for Plaintiff(s)



Collector Window

Debtor ID: 1894833 Type: Consumer SSN: [REDACTED] DL: [REDACTED] ST: [REDACTED]

Name: TINA BALL

Phone: [REDACTED]

Address: RD 1 BOX 46K STRONG RD
IRVONA PA 16656

Warning: [REDACTED]

Worklist: 015 Next Contact: 10/30/2006 Time: [REDACTED]

Account Details Window

ID: 1894833 Status: 311-Atty handling for CFSI

Date: 10/30/2006 Ctr ID: 5282 Orig Ctr: Citibank Ctr Ref No: CIT0511

Bureau Report: [X] Last Report: 10/15/2006

Debt Descr: 05/26/2007, CLEARFIELD

Comments: 5424180449178240

Debt Type: PCD Coll Plan: 007 Fee Plan: AAA Cont Plan: UNI Sales Rep: [REDACTED] Int Rate: 28.74 Last Pmt: [REDACTED]

Service Date: 09/06/2001 Last Charge Date: [REDACTED] First Delinquency: 12/23/2003 Charge Off Date: [REDACTED] List Date: 03/10/2005 Int Calc Date: 03/10/2005 Last Pmt Date: 05/26/2003 Statute Date: [REDACTED]

Principal	Original	Accrued	Adjustments	Paid	Balance
\$11,877.50	\$11,877.50	\$0.00	\$0.00	\$0.00	\$11,877.50
Interest	\$4,226.79	\$5,602.03	\$0.00	\$0.00	\$9,828.82
Court Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Check Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Attorney Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Service Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Misc. Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					Balance \$21,706.32

EXHIBIT A

Show Acct | Edit EDOA | View Assoc | accounts | \$11,877.50 | \$9,828.82

Display activity time as: Local User time Debtor time

ACT DATE	ACT TIME	USERID	COMMENTS
04/17/2006	6:56:43 PM	015	Automatic Debtor status change in
04/17/2006	6:56:50 PM	015	Email Assist from 015 to 216.
06/26/2006	7:00:59 PM	015	no info on metronet
10/26/2006	9:47:45 AM	216	Email Assist from 216 to 203.
10/26/2006	1:02:15 PM	203	Automatic Debtor status change in
10/30/2006	11:50:00 AM	219	Automatic Debtor status change in

AFFIDAVIT

I, Patricia Cobb, Esquire, of Commonwealth Financial Systems, Inc., 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.A. §4904 relating to unsworn falsification to authorities.

1-15-07
Date:


PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 106783

CFSI File No. 1894833

FILED

OCT 01 2007

William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
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assignee of CITIBANK,**

**NO. 2007-678-CD
IN CIVIL ACTION**

Plaintiff(s),

-vs-

TINA BALL,

Defendant(s).

**PRAECIPE TO REINSTATE
COMPLAINT**

**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 *Any pd. 7.00*
M/3:21 PM
JAN 14 2008 *1 Complaint*
Reinstated to Shff
William A. Shaw
Prothonotary/Clerk of Courts *(W)*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of UNIFUND CCR PARTNERS,
assignee of CITIBANK,

NO. 2007-678-CD
IN CIVIL ACTION

Plaintiff(s),

-vs-

TINA BALL,

Defendant(s).

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY

SIR:

Kindly reinstate the Complaint in the above-captioned matter.

APPLE AND APPLE, P.C.

Dated: 9/10/07

By: Joel E. Whisman

Attorneys for Plaintiff(s)

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103642**

COMMONWEALTH FINANCIAL SYSTEMS, INC. assignee

Case # 07-678-CD

VS.

TINA BALL

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW May 07, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO TINA BALL, DEFENDANT. WHEREABOUTS UNKNOWN ACCORDING TO MOTHER OF DEFT..

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APPLE	17941	10.00
SHERIFF HAWKINS	APPLE	17941	32.27

FILED
013:20cm
MAY 07 2008
(M)

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

_____ Day of _____ 2008

So Answers,

Chester A. Hawkins
by *Maelyn Hanna*
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

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APPLE AND APPLE, P.C.

Firm No. 719

4650 Baum Boulevard

Pittsburgh, PA 15213

Telephone: 412-682-1466

Fax: 412-682-3138

11/14/08 Document
Reinstated/ ~~Delivered~~ to Sheriff/ ~~Attorney~~
for service. *William L. Hager*
Deputy Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
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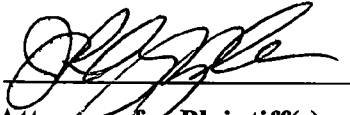
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APPLE AND APPLE, P.C.

By: 
Attorneys for Plaintiff(s)

(right click for options)

Collector Window

Debtor ID: 1894833 Type: Consumer SSN: DL: ST:
 Name: TINA BALL
 Address: RD 1 BOX 48K STRONG RD
 City: IRVONA State: PA Zip: 16556
 Phone:
 Waiving:
 Worklist: 015 Next Contact: 10/30/2006 Time:
 Status: 3 Priority: 0 Lang:
 Mail:
 Print:
 Report Date:
 Post Date:
 Post Amount: \$0.00
 Scheduler:
 Cancel

Account Details Window

1894833

ID: Status: Debt Type: PCD: Service Date: 09/06/2001
 Date: 10/30/2006 Last Charge Date:
 Cld ID: 5282 First Delinquency: 12/23/2003
 Orig Cl: Citibank Charge Off Date:
 Clt Ref No: CIT0511 List Date: 03/10/2005
 Bureau Report: Last Report: 10/15/2006 Int Calc Date: 03/10/2005
 Debt Descr: 05/26/2007, CLEARFIELD Last Pmt Date: 05/26/2003
 Comments: 5424180449178240 Statute Date:
 \$11-Atty handling for CFSI

Principal	Original	Accrued	Adjustments	Paid	Balance
\$11,877.50	\$11,877.50	\$0.00	\$0.00	\$0.00	\$11,877.50
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Court Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Check Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Attorney Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Service Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Misc. Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					Balance \$21,706.32

EXHIBIT A

Show Acct Edit EQDA View Assoc

accounts \$11,877.50 \$9,828.82

Display activity time at: Inval User time Debtor line

ACT DATE	ACT TIME	USERID	COMMENTS
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10/26/2006	9:47:45 AM	216	Email Assist from 216 to 203.
10/26/2006	1:02:15 PM	203	Automatic Debtor status change in
10/30/2006	11:50:00 AM	219	Automatic Debtor status change in

Debtmaster Enterprise

File Edit Tasks TaskOptions Window Help

1894833

Consumer

SSN

185-54-4526

DL

ST

TINA BALL

DOB

10/30/2006

DL

ST

RD 1 BOX 46K STRONG RD

PA 16656

PA

16656

PA

16656

015

Next Contact

10/30/2006

Time

015

Next Contact

10/30/2006

Time

015

Next Contact

10/30/2006

Time

Debt ID

Type

Consumer

SSN

185-54-4526

DL

ST

Name

DOB

DL

ST

Address

City

State

Zip

Warning

Worklist

015

Next Contact

10/30/2006

Time

Account Details Window

ID

1894833

Status

311-Atty handling for DFSI

Date

10/30/2006

Clk ID

5282

Orig Clk

Citibank

Clk Ref No

CIT0511

Bureau Report

10/15/2006

Debt Descr

05/26/2007, CLEARFIELD

Comments

5424180449178240

Debt Type

007

Coll Plan

AAA

Cont Plan

UNI

Sales Rep

28.74

Int Rate

28.74

Last Pmt

10/15/2006

Service Date

09/06/2001

Last Charge Date

12/23/2003

First Delinquency

03/10/2005

Charge Off Date

03/10/2005

List Date

05/26/2003

Int Calc Date

05/26/2003

Last Pmt Date

05/26/2003

Statute Date

05/26/2003

API Descr

Report Date

Post Date

Post Amount

\$0.00

Cancel

Principal

\$11,877.50

Interest

\$4,226.79

Court Cost

\$0.00

Check Fee

\$0.00

Attorney Fee

\$0.00

Service Fee

\$0.00

Misc. Fees

\$0.00

Original

\$11,877.50

Accrued

\$5,602.03

Adjustments

\$0.00

Paid

\$0.00

Balance

\$11,877.50

Balance

\$9,828.82

Balance

\$0.00

Balance

\$0.00

Balance

\$0.00

Balance

\$0.00

Balance

\$21,706.32

Display activity time as:

Local User time

Debtor time

ACT DATE

ACT TIME

USER ID

COMMENTS

04/17/2006

6:56:43 PM

015

Automatic Debtor status change fr

04/17/2006

6:56:50 PM

015

Email Assist from 015 to 216.

06/26/2006

7:00:59 PM

015

no info on metronet

10/26/2006

9:47:45 AM

216

Email Assist from 216 to 203.

10/26/2006

1:02:15 PM

203

Automatic Debtor status change fr

10/30/2006

11:50:00 AM

219

Automatic Debtor status change fr

Start

Debtmaster

Inbox - Fil...

TurboSnap

cover letter...

retainer let...

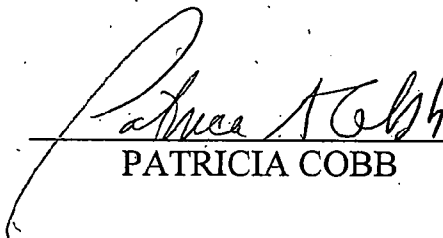
Retainer Le...

11:57 AM

AFFIDAVIT

I, Patricia Cobb, Esquire, of Commonwealth Financial Systems, Inc.,
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.A. §4904 relating to unsworn
falsification to authorities.

1-15-07
Date:


PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 106783

CFSI File No. 1894833

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of UNIFUND CCR PARTNERS,
assignee of CITIBANK,

NO. 2007-678-CD
IN CIVIL ACTION

Plaintiff(s),

-vs-

TINA BALL,

Defendant(s).

PRAECIPE TO REINSTATE
COMPLAINT

CODE-
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

Anthony R. Burgess, Esq.
PA I.D. No. 209209
Christopher R. Giles, Esq.
PA I.D. No. 203198
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.*
no 1103867
7.00
5 **JAN 22 2010** *1 Compl.*
William A. Shaw
Prothonotary/Clerk of Courts *Reinstated*
to Sheriff
(61)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
assignee of UNIFUND CCR PARTNERS,
assignee of CITIBANK,

NO. 2007-678-CD
IN CIVIL ACTION

Plaintiff(s),

-vs-

TINA BALL,

Defendant(s).

PRAECIPE TO REINSTATE COMPLAINT

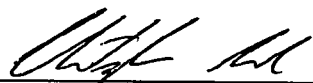
TO THE PROTHONOTARY

SIR:

Kindly reinstate the Complaint in the above-captioned matter.

APPLE AND APPLE, P.C.

Dated: 1-18-10

By: 
Attorneys for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 07-678-CD

COMMONWEALTH FINANCIAL SYSTEMS, INC. assignee of UNIFUND CCR PARTNERS, assignee of CITIBANK
vs
SERVICE # 1 OF 1

TINA BALL

NOTICE & COMPLAINT

SERVE BY: 02/21/2010 HEARING: PAGE: 106686

DEFENDANT: TINA BALL
ADDRESS: 67 BANNER RIDGE ROAD
MAHAFFEY, PA 15757

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS

SHERIFF'S RETURN

NOW, 2-4-10 AT 11:10 AM / PM SERVED THE WITHIN

NOTICE & COMPLAINT ON TINA BALL, DEFENDANT

BY HANDING TO Tina Ball, def.

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

ADDRESS SERVED 67 Banner Ridge rd. Mahaffey Pa

NOW _____ AT _____ AM / PM POSTED THE WITHIN

NOTICE & COMPLAINT FOR TINA BALL

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO TINA BALL

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2010

So Answers CHESTER A. HAWKINS, SHERIFF

BY: Deputy Signature

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 106686
NO: 07-678-CD
SERVICES 1
NOTICE & COMPLAINT

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC. assignee of UNIFUND CCR PARTNERS, assignee
of CITIBANK
vs.
DEFENDANT: TINA BALL

FILED
012:55701
SEP 13 2010
William A. Shaw
Prothonotary/Clerk of Court

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	APPLE	25471	10.00
SHERIFF HAWKINS	APPLE	25471	31.00

Sworn to Before Me This

_____ Day of _____ 2010

So Answers,



Chester A. Hawkins
Sheriff

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

COMMONWEALTH FINANCIAL SYSTEMS, INC.,
UNIFUND CCR PARTNERS
CITIBANK

Plaintiff

vs.

TINA BALL,

Defendant

NO. 2007-678-CD

FILED

MAR 21 2013

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

NOW, this 20th day of March, 2013, upon the Court's review of the docket and noting no activity for a period of over two years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge