

07-803-CD
Roger Bressler vs R. Swatsworth

2007-803-CD
Roger Bressler vs Ricky Swatsworth

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

ROGER J. BRESSLER,
an individual,
Plaintiff,

v.

RICKY A. SWATSWORTH, an
individual,
Defendant.

* No. 07 - 803 CD

* Type of Pleading:

* **COMPLAINT**

* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* &
* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

Dated: May 21, 2007

FILED ^{ICC}
05/21/07 Sheriff
MAY 21 2007
Atty pd.
William A. Shaw
Prothonotary/Clerk of Courts
\$6.00

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

ROGER J. BRESSLER, *
an individual, *
Plaintiff, *
*
v. * No. 07 - - CD
*
RICKY A. SWATSWORTH, an *
individual, *
Defendant. *

NOTICE

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641, ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
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an individual, *
Plaintiff, *
*
v. * No. 07 - - CD
*
RICKY A. SWATSWORTH, an *
individual, *
Defendant. *

COMPLAINT

NOW COMES the Plaintiff, Roger J. Bressler, and by his attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiff is Roger J. Bressler who resides at 160 RB Contracting Lane, Curwensville, Pennsylvania.
2. That the Defendant is Ricky A. Swatsworth who resides at 475 State Street, Clearfield, Pennsylvania.
3. On or about June 3, 2003, plaintiff and defendant entered into a Security Agreement. A true and correct copy of said agreement is attached hereto as Exhibit "A."
4. The first and second recitals of said Security Agreement state as follows:

WHEREAS, Bressler pledged a certificate of deposit he owns that is located at Clearfield Bank & Trust as security for a loan obtained by Swatsworth from Clearfield Bank & Trust

WHEREAS, Swatsworth has previously orally agreed with Bressler to pay the loan to Clearfield Band (sic) &

Trust in full and to further reimburse Bressler for the value of his certificate of deposit in the event Clearfield Bank & Trust confiscates the certificate of deposit to satisfy Swatsworth's loan;

COUNT I - BREACH OF CONTRACT

5. That plaintiff incorporates by reference the allegations contained in paragraphs 1 through 4 above as though set forth at length.

6. That defendant has failed to pay the loan to Clearfield Bank & Trust as defendant agreed.

7. That as a result of defendant's failure to pay the loan, Clearfield Bank & Trust confiscated certificate of deposit funds in an effort to satisfy defendant's loan. A true and correct copy of Time Deposit Inquiry dated June 29, 2004 which shows Mr. Bressler's certificate of deposit has been reduced in value from \$23,000.00 to \$5,859.07 is attached hereto as Exhibit "B."

8. That the amount of funds confiscated from plaintiff's certificate of deposit to satisfy defendant's loan is \$17,140.93.

9. That defendant orally agreed to reimburse plaintiff for the value of his certificate of deposit in the event that any amount of the same was confiscated to satisfy defendant's Clearfield Bank & Trust loan. (Said oral agreement

between plaintiff and defendant is evidenced in Exhibit A
recitals as stated supra in paragraph 4.)

10. That defendant has failed and refused to
reimburse plaintiff for the amount confiscated from plaintiff's
certificate of deposit as described in paragraphs 7 and 8 above.

WHEREFORE, Plaintiff, Roger J. Bressler, demands
judgment in the amount of \$17, 140.93 with costs and interest
thereon from June 29, 2004 forward.

NADDEO & LEWIS, LLC

By


James A. Naddeo

Attorney for Plaintiff

V E R I F I C A T I O N

I, Roger J. Bressler, Plaintiff, verify that the statements made in the foregoing Complaint are true and correct upon my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

By: Roger J. Bressler
Roger J. Bressler
Plaintiff

Dated: 5/18/07

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is executed this the 3 day of June, 2003 by and between Ricky A. Swatsworth, an individual, (hereinafter "Swatsworth") of 475 State Street, Curwensville, PA and Roger Bressler, and individual (hereinafter "Bressler") of 160 RB Contracting Lane, Curwensville, PA.

WHEREAS, Bressler pledged a certificate of deposit he owns that is located at Clearfield Bank & Trust as security for a loan obtained by Swatsworth from Clearfield Bank & Trust.

WHEREAS, Swatsworth has previously orally agreed with Bressler to pay the loan to Clearfield Bank & Trust in full and to further reimburse Bressler for the value of his certificate of deposit in the event Clearfield Bank & Trust confiscates the certificate of deposit to satisfy Swatsworth's loan;

WHEREAS, Swatsworth desires to give Bressler security in the event Swatsworth defaults on the loan from Clearfield Bank & Trust.

WHEREAS, Bressler has paid to Swatsworth, this day, the sum of One Dollar (\$1.00) as consideration for Swatsworth's execution of this security agreement.

NOW THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Swatsworth and Bressler hereby agree as follows:

1. **Granting Clause.** As security for the obligations service rendered and to be rendered by Bressler, Swatsworth does hereby grant, pledge, transfer, sell, assign, convey and deliver to Bressler a security interest in, all of the right, title and interest of Swatsworth, in and to the liquor license Number R 18745 LID 48432, a copy of which is attached and marked on Exhibit "A" hereto (hereinafter referred to as the "Collateral").

2. **Warranties of Title.** Swatsworth hereby: (a) covenants with Bressler, his successors and assigns that Swatsworth is the lawful owner of the Collateral and has the right to sell, assign, convey and grant a security interest in the same and that the Collateral is free and clear of all encumbrances and security interests (other than that of Bressler); (b) warrants and covenants to forever defend the title of the Collateral unto Bressler, his successors and assigns against the claims of all person whomsoever, whether lawful or unlawful; (c) warrants that no financing statement covering any of the Collateral or any proceeds therefrom is on file at any public office; and (d) agrees, promptly upon request from Bressler to join with Bressler in executing one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to Bressler and to pay the

cost of filing the same in all public offices wherever filing is deemed necessary or prudent by Bressler.

3. Taxes and Assessments. Swatsworth agrees to pay all taxes, rents, assessments and charges levied against the Collateral and all other claims that are or may become liens against the Collateral, or any part thereof, and should default be made in the payment of the same, Bressler, at his option, may pay the same.

4. Event of Default. A default will have occurred if Clearfield Bank & Trust confiscates Swatsworth's certificate of deposit for whatever reason.

5. Secured Party's Right After Default. Upon the occurrence of an Event of Default under this agreement, Bressler shall have, in addition to any other rights under this Agreement or under applicable law, the right upon reasonable notice to Swatsworth to take any or all of the following actions at the same or at different times: (a) to collect all Collateral in Swatsworth's name and take control of any cash or non-cash proceeds of Collateral; (b) to enforce payment of any Collateral, to prosecute any action or proceeding with respect to the Collateral, to extend the time of payment of any and all Collateral, to make allowance and adjustments with respect thereto and to issue credits in the name of the Borrower; and (c) to exercise, in addition to all other rights and remedies of a Bressler upon default under the Uniform Commercial Code. The net cash proceeds resulting from the exercise of any of the foregoing rights, after deducting all charges, expenses, cost and attorneys' fees relating thereto, including any and all costs and expenses incurred in securing the possession of Collateral and preparing the same for sale, shall be applied by Bressler to the payment of Bressler Note, whether due or to become due, and Swatsworth shall remain liable to Bressler for any deficiency.

6. Successor and Assigns. All covenants and agreements herein made by Swatsworth shall bind him and his respective successors and assigns, and every option, right and privilege herein reserved or granted to Bressler shall inure to the benefit of and may be exercised by Bressler's successors or assigns.

7. Modification, etc. No modification, amendment or waiver of any provision of this agreement, any note secured hereby, nor consent to any departure by Swatsworth therefrom shall in any event be effective unless the same shall be in writing and signed by Bressler and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on Swatsworth shall entitle either of them to any other or further notice or demand in the same; similar or other circumstances.

8. Notices. Any request, demand or notices provided in this agreement to be given by either party hereto to the other shall be conclusively deemed to have been given when the same shall have been deposited in the United States mail, postage prepaid, addressed to the party to whom such

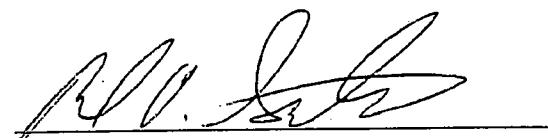
request, demand or notice is directed, at the following address, or delivered by hand to such party at such address:

(a) if to Swatsworth: Ricky A. Swatsworth
475 State Street
Curwensville, PA 16833

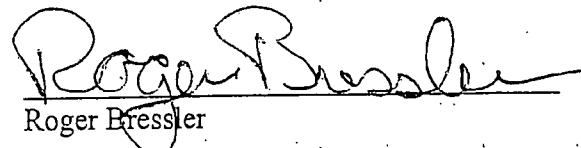
(b) if to Bressler: Roger Bressler
160 RB Contracting Lane
Curwensville, PA 16833

9. Governing Law. This agreement shall be construed in accordance with and governed by the laws of the State of Pennsylvania.

IN WITNESS WHEREFORE, each of the undersigned has executed this agreement on the day and year first above written.



Ricky A. Swatsworth



Roger Bressler

6/29/04

Time Deposit Inquiry Page 1 of 5 13:46:19
 ROGER J BRESSLER CIF number: B002106
 160 RB CONTRACTING LN Phone: (H) (814) 236-1185 Birth date:
 CURWENSVILLE PA 16833-7148 (B) (000) 000-0000 10/06/1953
 Tax ID number: 195-42-9835
 C/D type: GQ 60 MONTH GROWTH CD
 Account number: 42235
1 of 1

Has messages

Current balance: 5,894.52 Certificate no: 4.6700%
 Accrued interest: 32.43 Interest rate: 4.75%
 Penalty amount: 67.88 APY: 60 M
 Current cash value: 5,859.07 C/D term: 8/17/01
 Issue date: 8/17/01 Maturity date: 8/17/06
 Original balance: 23,000.00 Hold amount: .00
 Last payment date: 5/17/04 Y-T-D interest: 134.90
 Last renewal date: 8/17/01 Per diem: .75417
 Last renewal balance: 23,000.00 Next payment date: 8/17/04
 Date redeemed: 0/00/00 Next pay amount: .00
 Interest pmt freq: 3 M Value after next pmt: .00
 Interest disposition: Add to balance Renewable: Yes
More...

F1=Addl functions
F5=HistoryF2=Image
F6=MessagesF3=Exit
F8=MaintenanceF4=Sweep Inquiry
F24=More Keys

Exhibit "B"

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Plaintiff,

v.

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individual,

Defendant.

* No. C7 - 803 - CD

* Type of Pleading:

* **PRAECIPE TO SETTLE AND
DISCONTINUE**

* Filed on behalf of:

* Plaintiff

* Counsel of Record for
this party:

* James A. Naddeo, Esq.

* Pa I.D. 06820

*

* Trudy G. Lumadue, Esq.

* Pa I.D. 202049

* NADDEO & LEWIS, LLC.

* 207 E. Market Street

* P.O. Box 552

* Clearfield, PA 16830

* (814) 765-1601

Dated: June 18, 2007

FILED 1cc+1Cert of
9/10/35 cm dismissed
JUN 18 2007 by Atty Naddeo

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
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Defendant. *

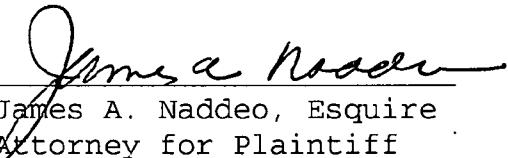
PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY:

Please mark the above-captioned case settled and discontinued.

NADDEO & LEWIS, LLC

By:


James A. Naddeo, Esquire
Attorney for Plaintiff

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ROGER J. BRESSLER, *
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Plaintiff, *
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RICKY A. SWATSWCRTH, an *
individual, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praeclipe to Settle and Discontinue was served on the following and in the following manner on the 18th day of June, 2007:

First-Class Mail, Postage Prepaid

John R. Lhota, Esquire
110 North Second Street
Clearfield, PA 16830

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Roger J. Bressler

Vs.
Ricky A. Swatsworth

No. 2007-00803-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 June 18, 2007, marked:

Settled and discontinued

Record costs in the sum of \$85.00 have been paid in full by James A. Naddeo Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 18th day of June A.D. 2007.



William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102829
NO: 07-803-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: ROGER J. BRESSLER
vs.
DEFENDANT: RICKY A. SWATSWORTH

SHERIFF RETURN

NOW, June 04, 2007 AT 5:25 PM SERVED THE WITHIN COMPLAINT ON RICKY A. SWATSWORTH DEFENDANT AT 475 STATE ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RICKY A. SWATSWORTH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: MORGILLO /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	NADDEO	419	10.00
SHERIFF HAWKINS	NADDEO	419	32.05

FILED

6/230 cm
OCT 10 2007

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff