Hudson & Keyse vs Debra Haines
2007-952-CD

07-952-CD
Hudson & Keyes vs Debra Haines

Clearfield County Court of Common Pleas

ROA Report

Case: 2007-00952-CD

Current Judge: Fredric Joseph Ammerman

User: LMILLER

Hudson && Keyse, LLC vs. Debra Haines

District Justice Appeal

Date		Judge
6/15/2007	New Case Filed.	No Judge
	Filing: District Justice Appeals Paid by: Amato & Associates, P.C. Receipt number: 1919410 Dated: 6/15/2007 Amount: $85.00 (Check) NOTICE OF APPEAL ONLY by Plaintiff Mailed notice of appeal to Atty. Amato, MDJ Ireland and Debra Haines.	No Judge
6/21/2007	Proof of Service of Notice of Appeal, filed. 1CC Atty. Amato	No Judge
6/25/2007	District Justice Judgment Transcript, filed. No CC	No Judge
	Complaint, filed by intelligible, Amato And Associates, P.C., Attorneys for Plaintiff. No CC	No Judge
7/2/2007	Certificate of Service, Plaintiff's Complaint upon Debra Haines, filed by s/Ronald Amato, Esq. No CC	No Judge
7/27/2007	Defendant's Preliminary Objections to Plaintiff's Complaint, filed by s/ R. Denning Gearhart, Esquire. 3CC Atty. Gearhart	No Judge
8/7/2007	Order, this 6th day of August, 2007, upon consideration of Defendant's Preliminary Objections to Plaintiff's Complaint, it is Ordered that a hearing be scheduled for the 25th Day of Sept., 2007, at 11:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Gearhart	Fredric Joseph Ammerman
8/8/2007	Certificate of Service, filed. Served a certified copy of Defendant's PReliminary Objections to Plaintiff's Complaint filed in the above matter on Ronald Amato Esq., filed by s/ R. Denning Gearhart Esq. NO CC.	Fredric Joseph Ammerman
8/15/2007	Amended Complaint, filed by Atty. Amato no cert. copies.	Fredric Joseph Ammerman
8/22/2007	Defendant's Preliminary Objections to Plaintiff's Amended Complaint, filed by s/ R. Denning Gearhart, Esquire. 3CC Atty. Gearhart	Fredric Joseph Ammerman
8/29/2007	Certificate of Service, filed. That a true and correct copy of Plaintiff's Amended Complaint was served on August 20, 2007 to R. Denning Gearhart Esq., filed by s/ Ronald Amato Esq. No CC.	Fredric Joseph Ammerman
	Order, this 28th day of August, 2007, upon consideration of Defendant's Preliminary Objections to Plaintiff's amended Complaint, it is Ordered that a hearing be scheduled for the 25th day of Sept., 2007, at 11:00 a.m. in Courtroom 1. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Gearhart	Fredric Joseph Ammerman
9/4/2007	Certificate of Service, filed. Served a certified copy of Defendant's Preliminary Objections to Plaintiff's Amended Complaint filed in the above matter on Ronald Amato Esq., filed by s/ R. Denning Gearhart Esq. No CC.	Fredric Joseph Ammerman
9/13/2007	Plaintiff's Answer to Defendant's Preliminary Objections, filed by s/ Michael J. Kennedy, Esquire. 1CC Atty.	Fredric Joseph Ammerman
9/14/2007	Certificate of Service, copy of Plaintiff's Answer to Defendant's Preliminary Objections was served via first class mail on Sept. 11, 2007, upon R. Denning Gearhart, Esquire. Filed by s/ intelligible, Amato and Associates, P.C. 1CC to Atty	Fredric Joseph Ammerman

9-19-07 Order, dated 9-18-07
9-25-07 Certificate of Service
10-10-07 Order, dated 10-10-07

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Hudson and Keyse, LLC
(Plaintiff)

107 North Commerce Way
(Street Address)

Bethlehem PA 18017
(City, State ZIP)

CIVIL ACTION

No. 2007 - 952 - CD ~~CV-128-07~~

Type of Case: Civil Action

Type of Pleading: Notice of Appeal From Magisterial DIstrict Judge-Judgement

VS.

Debra Haines
(Defendant)

705 Textile Ave.
(Street Address)

Clearfield PA 16830
(City, State ZIP)

Filed on Behalf of:
Hudson and Keyse, LLC
(Plaintiff/Defendant)

FILED
JUN 15 2007 (EW)
m/12:30(L)
William A. Shaw
Prothonotary/Clerk of Courts
Cert to D. Haines
D.J. Ireland
&
Amato & Assoc

Amato and Associates, PC
(Filed by)

107 North Commerce Way Bethlehem PA 18017
(Address)

(610) 866- 0400
(Phone)

(Signature)

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS
46TH
Judicial District, County Of
CLEARFIELD

NOTICE OF APPEAL
FROM
MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 2007-952-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the Magisterial District Judge on the date and in the case referenced below.

NAME OF APPELLANT	MAG. DIST. NO.	NAME OF MDJ	
Hudson & Keyse, LLC	46-3-02	Richard A. Ireland	
ADDRESS OF APPELLANT / CITY		STATE	ZIP CODE
c/o Ronald Amato, Esq., 107 North Commerce Way, Bethlehem		PA	18017
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)		(Defendant)
5/21/07	Hudson & Keyse, LLC	vs.	Debra Haines
DOCKET No.	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT		
CV-128-07	Ronald Amato, Attorney for Appellant		

This block will be signed ONLY when this notation is required under Pa. R.C.P.D. J. No. 1008B.
This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellent was Claimant (see Pa. R.C.P.D. J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.

~~PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE~~

~~*This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.D.J. No. 1001(7) in action before Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.*~~

~~**PRAECIPE:** To Prothonotary~~

~~Enter rule upon ______________________ (Name of appellee(s)) appellee(s), to file a complaint in this appeal~~

~~(Common Pleas No. ____________) within twenty (20) days after service of rule or suffer entry of judgment of non pros.~~

~~*Signature of appellant or attorney or agent*~~

~~**RULE:** To ______________________ (Name of appellee(s)) appellee(s)~~

~~OWNER~~

~~(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.~~

~~(2) If you do not file a complaint within this time JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.~~

~~(3) The date of service of this rule if service was by mail is the date of the mailing.~~

~~Date __________, 20______~~

~~Signature of Prothonotary or Deputy~~

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

AOPC 312-05

COURT FILE TO BE FILED WITH PROTHONOTARY

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ______________________; SS

AFFIDAVIT: I hereby swear or affirm that I served

☐ a copy of the Notice of Appeal, Common Pleas No. __________, upon the Magisterial District Judge designated therein on *(date of service)* __________, 20______, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, *(name)* ______________ *on* __________, 20______ ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS __________ DAY OF __________, 20______

____
Signature of official before whom affidavit was made

____
Signature of affiant

____
Title of official

My commission expires on ______________, 20______

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS
46th
Judicial District, County Of
CLEARFIELD

NOTICE OF APPEAL

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 2007-952-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the Magisterial District Judge on the date and in the case referenced below.

2007

NAME OF APPELLANT	MAG. DIST. NO.	NAME OF MDJ
Hudson & Keyse, LLC	46-3-02	Richard A. Ireland

ADDRESS OF APPELLANT	CITY	STATE	ZIP CODE
c/o Ronald Amato, Esq., 107 North Commerce Way,	Bethlehem	PA	18017

DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)		(Defendant)
5/21/07	Hudson & Keyse, LLC	vs.	Debra Haines

DOCKET No.	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT
CV-128-07	Ronald Amato, Attorney for Appellant

This block will be signed ONLY when this notation is required under Pa. R.C.P.D. J. No. 1008B.
This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellent was Claimant (see Pa. R.C.P.D. J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.D.J. No. 1001(7) in action before Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary

Enter rule upon ______________________ appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. ____________) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or attorney or agent

RULE: To ______________________ appellee(s)
Name of appellee(s)

OWNER

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing.

Date ____________, 20______

Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

COURT FILE

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ______________________________; SS

AFFIDAVIT: I hereby swear or affirm that I served

☐ a copy of the Notice of Appeal, Common Pleas No. __________, upon the Magisterial District Judge designated therein on *(date of service)* __________, 20____ ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, *(name)* ____________________ *on* ____________, 20______ ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS __________ DAY OF __________, 20____

____

Signature of official before whom affidavit was made

____

Signature of affiant

____

Title of official

My commission expires on ____________________, 20______

DR 2063591

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Dist. No.: 46-3-02
MDJ Name: Hon. RICHARD A. IRELAND
Address: 650 LEONARD ST
STE 113
CLEARFIELD, PA 16830
Telephone: (814) 765-5335

NOTICE OF JUDGMENT/TRANSCRIPT CIVIL CASE

PLAINTIFF: NAME and ADDRESS
HUDSON & KEYSE LLC
107 N COMMERCE WAY
BETHLEHEM, PA 18017

VS.

DEFENDANT: NAME and ADDRESS
HAINES, DEBRA
705 TEXTILE AVE
CLEARFIELD, PA 16830

C/O AMATO AND ASSOCIATES, P.C.
107 N COMMERCE WAY
BETHLEHEM, PA 18017

Docket No.: CV-0000128-07
Date Filed: 4/05/07

THIS IS TO NOTIFY YOU THAT:

Judgment: FOR DEFENDANT (Date of Judgment) 5/21/07

[X] Judgment was entered for: (Name) HAINES, DEBRA

[X] Judgment was entered against: (Name) HUDSON & KEYSE LLC
in the amount of $ .00

[ ] Defendants are jointly and severally liable.

[ ] Damages will be assessed on Date & Time ____

[ ] This case dismissed without prejudice.

[ ] Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
$ ____

[ ] Portion of Judgment for physical damages arising out of residential lease $ ____

Amount of Judgment	$ .00
Judgment Costs	$ .00
Interest on Judgment	$ .00
Attorney Fees	$ .00
Total	$ .00
Post Judgment Credits	$
Post Judgment Costs	$
Certified Judgment Total	$

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGEMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

MAY 21 2007 Date Richard A. Ireland, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

____ Date ____, Magisterial District Judge

My commission expires first Monday of January, 2012. SEAL

AOPC 315-06

DATE PRINTED: 5/21/07 3:55:00 PM

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Northampton ; SS

AFFIDAVIT: I hereby swear or affirm that I served

[X] a copy of the Notice of Appeal, Common Pleas No. 07-952CD, upon the Magisterial District Judge designated therein on *(date of service)* 6-19-07, 20 ☐ by personal service [X] by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, *(name)* Debra Haines on 6-19-07, 20 ☐ by personal service [X] by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 19th DAY OF June, 2007

Geof G S

Signature of official before whom affidavit was made

Michelle Opperman

Signature of affiant

Title of official

My commission expires on 3/29, 2008

NOTARIAL SEAL
GEOFFREY G SCHOENECK
Notary Public
HANOVER TOWNSHIP, NORTHAMPTON CNTY
My Commission Expires Mar 29, 2008

FILED
JUN 21 2007 (5)
M/10:50 (u)
William A. Shaw
Prothonotary/Clerk of Courts
1 CENT TO ATTY

AOPC 312A-05

H OF PENNSYLVANIA
MMON PLEAS
46TH
cial District, County Of
CLEARFIELD

NOTICE OF APPEAL
FROM
MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 2007-952-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the Magisterial District Judge on the date and in the case referenced below.

NAME OF APPELLANT	MAG. DIST. NO.	NAME OF MDJ
Hudson & Keyse, LLC	46-3-02	Richard A. Ireland

ADDRESS OF APPELLANT	CITY	STATE	ZIP CODE
c/o Ronald Amato, Esq., 107 North Commerce Way,	Bethlehem	PA	18017

DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)		(Defendant)
5/21/07	Hudson & Keyse, LLC	vs.	Debra Haines

DOCKET No. CV-128-07

SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT
Ronald Amato, Attorney for Appellant

This block will be signed ONLY when this notation is required under Pa. R.C.P.D. J. No. 1008B.
This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellent was Claimant (see Pa. R.C.P.D. J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.

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

JUN 15 2007

Attest. William A. Shaw
Prothonotary/
Clerk of Courts

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.D.J. No. 1001(7) in action before Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary

Enter rule upon ______________________ appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. __________) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

____
Signature of appellant or attorney or agent

RULE: To ______________________ appellee(s)
Name of appellee(s)

OWNER

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing.

Date __________, 20 ______

____
Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

APPELLANT'S COPY

7185 9704 3350 0002 5502

RETURN RECEIPT SERVICE		
	POSTAGE	$0.41
	RESTRICTED DELIVERY FEE	$0.00
	CERTIFIED FEE	$2.65
	RETURN RECEIPT FEE	$2.15
SENT TO:	TOTAL POSTAGE AND FEE'S	$5.21

POSTMARK OR DATE

LEHIGH VALLEY PA 18002
JUN 19 2007
USPS

6/19/2007 Code: 2063591
10:38 AM File:

DEBRA HAINES
705 TEXTILE AVENUE
CLEARFIELD, PA 16830-1225

PS FORM 3800

UNITED STATES POSTAL SERVICE™

RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(SEE OTHER SIDE)

7185 9704 3350 0002 5519

RETURN RECEIPT SERVICE		
	POSTAGE	$0.41
	RESTRICTED DELIVERY FEE	$0.00
	CERTIFIED FEE	$2.65
	RETURN RECEIPT FEE	$2.15
SENT TO:	TOTAL POSTAGE AND FEE'S	$5.21

POSTMARK OR DATE

LEHIGH VALLEY PA 18002
JUN 19 2007
USPS

6/19/2007 Code: 2063591
10:38 AM File:

HONORABLE RICHARD A. IRELAND
MAG. DIST. CT. 46-3-02
650 LEONARD STREET
CLEARFIELD, PA 16830

PS FORM 3800

UNITED STATES POSTAL SERVICE™

RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(SEE OTHER SIDE)

AMATO AND ASSOCIATES, P.C.

SUITE 100, COMMERCE SQUARE
107 NORTH COMMERCE WAY
BETHLEHEM, PA 18017-8930
TELEPHONE (610) 866-0400
FACSIMILE (610) 866-9155
WEBSITE www.amatolaw.com
EMAIL email@amatolaw.com

RONALD AMATO†
DAVID C. SCHATTENSTEIN†
MICHAEL J. KENNEDY†
JUSTIN N. DAVIS†
OF COUNSEL:
JEFFREY H. LEVI††
ramato@amatolaw.com
dschattenstein@amatolaw.com
mkennedy@amatolaw.com
jdavis@amatolaw.com
†Admitted PA Only ††Admitted MD and DC only

June 18, 2007

Prothonotary - Clearfield County
William Shaw
Court of Common Pleas, Clearfield County
230 East Market Street
Clearfield, PA 16830

Re: HUDSON & KEYSE LLC
v. DEBRA HAINES
Court of Common Pleas of Clearfield County
Civil Action No.: 07-952-CD
Our File #: 2063591

Dear William Shaw:

Enclosed please find a copy of the Proof of Service in regard to a notice of appeal from District Justice Judgment for filing in the above-referenced matter. Additionally, please find a copy to be time-stamped and returned in the enclosed self-addressed stamped envelope. Your cooperation is appreciated in advance.

Very truly yours,
AMATO AND ASSOCIATES, P.C.
By: Ronald Amato
Ronald Amato

RA\MIP
Enclosure

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

NOTICE OF JUDGMENT/TRANSCRIPT CIVIL CASE

Mag. Dist. No.: 46-3-02
MDJ Name: Hon. RICHARD A. IRELAND
Address: 650 LEONARD ST
STE 113
CLEARFIELD, PA 16830
Telephone: (814) 765-5335

PLAINTIFF: NAME and ADDRESS
HUDSON & KEYSE LLC
107 N COMMERCE WAY
BETHLEHEM, PA 18017

VS.

DEFENDANT: NAME and ADDRESS
HAINES, DEBRA
705 TEXTILE AVE
CLEARFIELD, PA 16830

RICHARD A. IRELAND
650 LEONARD ST
STE 113
CLEARFIELD, PA 16830

Docket No.: CV-0000128-07
Date Filed: 4/05/07

07-952-CD

THIS IS TO NOTIFY YOU THAT:

Judgment: FOR DEFENDANT (Date of Judgment) 5/21/07

[X] Judgment was entered for: (Name) HAINES, DEBRA

[X] Judgment was entered against: (Name) HUDSON & KEYSE LLC
in the amount of $ .00

[ ] Defendants are jointly and severally liable.

[ ] Damages will be assessed on Date & Time ________

[ ] This case dismissed without prejudice.

[ ] Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
$ ________

[ ] Portion of Judgment for physical damages arising out of residential lease $ ________

Amount of Judgment	$ .00
Judgment Costs	$ .00
Interest on Judgment	$ .00
Attorney Fees	$ .00
Total	$ .00
Post Judgment Credits	$
Post Judgment Costs	$
Certified Judgment Total	$

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGEMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

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FILED NO CC
m/11:29/84
JUN 25 2007 (GK)
William A. Shaw
Prothonotary/Clerk of Courts

MAY 21 2007 Date Richard A. Ireland, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

JUN 21 2007 Date Richard A. Ireland, Magisterial District Judge

My commission expires first Monday of January, 2012 SEAL

AOPC 315-06

DATE PRINTED: 5/21/07 3:55:00 PM

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

FILED
JUN 25 2007
William A. Shaw
Prothonotary/Clerk of Courts

HUDSON & KEYSE LLC	:	
	:	
Plaintiff	:	No. 07-952-CD
	:	
vs.	:	
	:	
DEBRA HAINES	:	
	:	CIVIL ACTION
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, 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
Clearfield PA 16830
Telephone No.(814) 765-2641, Ext 5982

AMATO AND ASSOCIATES, P.C.
By:

Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Michael R. Lessa, Esq., Atty ID #88617
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE LLC	:	
	:	
Plaintiff	:	No. 07-952-CD
	:	
vs.	:	
	:	
DEBRA HAINES	:	
	:	CIVIL ACTION
Defendant	:	

COMPLAINT

The above Plaintiff brings this action against the above Defendant to recover the sum of **$6,991.51**, with interest thereon as hereinafter stated, upon the following cause of action:

1. The Plaintiff, **HUDSON & KEYSE LLC**, is located at 382 Blackbrook Road, Painesville, OH 44077.

2. The Defendant, **DEBRA HAINES**, is located at 705 Textile Avenue, Clearfield, PA 16830-1225.

3. At the special instance and request of the Defendant, Citibank, N.A., issued to Defendant its Mastercard credit card, and from time to time thereafter, Defendant made various purchases, in which transactions Defendant made use of said Mastercard credit card. A true and correct Statement of Defendant's Account is attached hereto, made a part hereof and marked Exhibit "A".

4. For value received, Citibank, N.A. assigned, transferred and set over to Plaintiff all its rights, title and interest in this claim.

5. By virtue of said assignment, Plaintiff acquired legal title to said Account, and became the legal holder of the claim against the Defendant.

6. Defendant has not adhered to the agreed repayment obligations that govern the aforesaid Mastercard credit card account, by reason of which Defendant is in default thereof.

7. The Defendant received, accepted and made various purchases using the credit card described in Exhibit "A", and a total amount which became due as a result thereof, after allowance for all proper credits for payments and/or adjustments, if any, was $3,767.73.

8. Plaintiff is entitled to receive interest on the above amount determined by applying the agreed interest rate of 31.99% *per annum* to the past due balance. As of June 22, 2007 the total amount of interest due to plaintiff is $3,223.78.

9. Plaintiff is entitled to have the 31.99% interest charge continue to accrue as set forth above, from June 22, 2007 on down to the date of judgment in this matter.

10. The Plaintiff has made demand against the Defendant for the aforesaid sum, but Defendant failed or refused to pay the same or any part thereof.

WHEREFORE, Plaintiff demands judgment against the Defendant for **$6,991.51** together with the continually accruing interest charge at the agreed rate of 31.99% *per annum* from June 22, 2007, and cost of suit.

COUNT II

Alternative to Count I - Unjust Enrichment

11. Plaintiff incorporates the allegations of every paragraph enumerated above of this Complaint as if said paragraphs were fully set forth here at length.

12. The goods, wares, merchandise and/or services, described in the exhibits attached hereto were purchased by Defendant, and Defendant received and accepted the benefit of such goods, wares, merchandise and/or services provided by Plaintiff.

13. At all times material hereto, Defendant was aware that Plaintiff was providing the aforesaid goods, wares, merchandise and/or services to Defendant, and that Plaintiff expected to be paid for such.

14. At all times material hereto, Defendant, with the aforesaid knowledge, permitted Plaintiff to provide and/or deliver said goods, wares, merchandise and/or services, and to incur damages.

15. At all times material hereto, Defendant was unjustly enriched by retaining the benefit of receiving said goods, wares, merchandise and/or services without paying Plaintiff fair and reasonable compensation.

16. By reason of the aforesaid unjust enrichment of Defendant at Plaintiff's expense, an implied contract exists between Plaintiff and Defendant, and Defendant is obligated to pay Plaintiff the *quantum meruit* value of the value of the goods, wares, merchandise, and/or services described in the exhibits attached hereto, in the amount of $3,767.73.

WHEREFORE, Plaintiff demands judgment against Defendant for **$3,767.73** together with the continually accruing interest charge at the statutory rate of 6.00% *per annum* from June 22, 2007, costs of suit and all other relief to which Plaintiff may be justly entitled.

AMATO AND ASSOCIATES, P.C.
By:

Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Michael R. Lessa, Esq., Atty ID #88617
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

VERIFICATION

Nancy A. Quere, hereby states that he/she is the Legal Account Manager of Hudson & Keyse, L.L.C., Plaintiff in this action, and verifies that the statements made in the attached Complaint are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements herein are made subject to the penalties of 18 PA C.S. §4904 relating to unsworn falsification to authorities.

Nancy A. Quere

HK Hudson & Keyse, LLC
Debt Resolution Partners

382 Blackbrook Road
Painesville, Ohio 44077

440.354.6978 Phone
440.354.1336 Fax
800.654.5391 Toll Free
www.hkllc.biz

STATEMENT OF ACCOUNT

CREDITOR NAME: **Hudson & Keyse, L.L.C.**
CREDITOR ADDRESS: **382 Blackbrook Road, Painesville, Ohio, 44077**
ORIGINAL CREDITOR: **CITIBANK, N.A.**
ORIGINAL ACCOUNT NUMBER: **5424180497723152**
HUDSON & KEYSE, L.L.C. ACCOUNT NUMBER: **410487*1**

DEBTOR NAME: **DEBRA A. HAINES**
DEBTOR ADDRESS: **705 TEXTILE AVENUE, CLEARFIELD, PA, 16830-1225**

DATE ACCOUNT OPENED: **JAN 01 1991**
DATE LAST PAID TO ORIGINAL CREDITOR: **19 MAY 2004**
DATE LAST PAID TO HUDSON & KEYSE, L.L.C.:

PRINCIPAL BALANCE DUE: **$3,767.73**
INTEREST BALANCE DUE: **$2,341.26**
TOTAL BALANCE DUE: **$6,108.99**

INTEREST RATE: **31.99%** **LAST DATE INTEREST CHARGED: SEP 30 2006**

EXHIBIT
tabbies
A

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE LLC	:	
Plaintiff	:	No. 07-952-CD
vs.	:	
DEBRA HAINES	:	
	:	CIVIL ACTION
Defendant(s)	:	

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of Plaintiff's Complaint was served via first class mail, postage prepaid on June 27, 2007:

Debra Haines
705 Textile Avenue
Clearfield PA 16830-1225

AMATO AND ASSOCIATES, P.C.
By:

Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Michael R. Lessa, Esq., Atty ID #88617
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

FILED NO CC
m/11:11
JUL 02 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

HUDSON & KEYSE LLC Plaintiff vs.	:	No. 07-952-CD
DEBRA HAINES, Defendant	:	

CASE NUMBER: No. 07-952-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: DEFENDANT'S PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT

FILED ON BEHALF OF: Defendant

COUNSEL OF RECORD FOR THIS PARTY:

R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
207 E. Market Street
Clearfield, PA I6830
(8I4) 765-1581

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

HUDSON & KEYSE LLC Plaintiff	:
vs.	: No. 07-952-CD
DEBRA HAINES, Defendant	:

DEFENDANT'S PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT

NOW COMES, the Defendant, Debra Haines, Jr., by and through her Attorney, R. Denning Gearhart, Esquire, who files Preliminary Objections to Plaintiff's Complaint and respectfully avers as follows:

1. Plaintiff filed a Complaint in the Court of Common Pleas of Clearfield County, Pennsylvania, on or about June 27, 2007, alleging that Plaintiff furnished consumer credit to Defendant through a Citibank Mastercard Credit Card account.

2. Plaintiff alleges that there is an unpaid balance on the credit card account of Three Thousand Seven Hundred Sixty-seven and 73/100 ($3,767.73) Dollars.

3. Plaintiff attached one page of what is alleged to be a statement of the account. However, Plaintiff failed to attach a copy of the original agreement Plaintiff alleges that Defendant breached.

4. Plaintiff has failed to produce detailed statements of the account showing all purchases made on said account and how Plaintiff calculates the amount that is due.

5. Plaintiff fails to state what, if any, charges were made for interest, late fees, and other various charges which may or may not have been imposed by Plaintiff and the legal authority for such charges.

6. Plaintiff's Complaint is insufficient on its face and should be dismissed because Plaintiff failed to produce an original copy of the agreement and a detailed monthly statement of the account setting out purchases made and costs incurred so that Defendant is able to calculate the details leading to the conclusion of the Plaintiff and enter into a proper defense of the claims.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be stricken pursuant to Pennsylvania Rule of Civil Procedure 1028 on the grounds of legal insufficiency.

R. Denning Gearhart, Esq.
Attorney for Defendant

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

HUDSON & KEYSE LLC Plaintiff	:	
vs.	:	No. 07-952-CD
DEBRA HAINES, Defendant	:	

ORDER

AND NOW, this 6th Day of August, 2007, upon consideration of Defendant's Preliminary Objections to Plaintiff's Complaint filed in the above captioned action, it is the ORDER of this Court that a hearing be scheduled for the 25th Day of September, 2007, at 11:00 O'clock A.M., in Courtroom No. 1, of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT

JUDGE

FILED 3CC Atty Gearhart
01:4[illegible]
AUG 07 2007
William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/7/07

X You are responsible for serving all appropriate parties.

____ The Prothonotary's office has provided service to the following parties:

____ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other

____ Defendant(s) ____ Defendant(s) Attorney

____ Special Instructions:

FILED

AUG 07 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION No. 07-952-CD

HUDSON & KEYSE LLC,
Plaintiff

vs.

DEBRA HAINES,
Defendant

DEFENDANT'S PRELIMINARY OBJECTECTIONS TO PLAINTIFF'S COMPLAINT

FILED
JUL 27 2007
William A. Shaw
Prothonotary/Clerk of Courts

R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830

Lap over margin

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

HUDSON & KEYSE LLC,
Plaintiff,

v.

DEBRA HAINES,
Defendant.

No. 07-952-CD

CASE NUMBER: 07-952-CD

TYPE OF PLEADING: **CERTIFICATE OF SERVICE**

FILED ON BEHALF OF: Defendant

COUNSEL FOR RECORD FOR THIS PARTY: R. Denning Gearhart, Esquire
Supreme Court ID#: 26540
207 East Market Street
Clearfield, PA 16830
814-765-1581

FILED No cc
01:35 PM
AUG 08 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

HUDSON & KEYSE LLC, Plaintiff, v. DEBRA HAINES, Defendant.	:	No. 07-952-CD

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy of Defendant's Preliminary Objections to Plaintiff's Complaint filed in the above matter on the Plaintiff through Plaintiff's attorney by depositing such documents in the United States Mail, first class, postage pre-paid and addressed as follows:

Ronald Amato, Esq.
AMATO AND ASSOCIATES, P.C.
Suite 100, Commerce Square
100 North Commerce Way
Bethlehem, PA 18017-8930

R. Denning Gearhart, Esq.
Attorney for Defendant

Dated: **August 8, 2007**

FILED
AUG 08 2007
William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE LLC	:	
Plaintiff	:	No. 07-952-CD
vs.	:	
DEBRA HAINES	:	CIVIL ACTION
Defendant	:	

FILED
AUG 15 2007
M/ 11:10 / W
William A. Shaw
Prothonotary/Clerk of Courts
No Cert copies

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, 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.

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield PA 16830
Telephone No.(814) 765-2641, Ext 5982

AMATO AND ASSOCIATES, P.C.
By:

Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Michael R. Lessa, Esq., Atty ID #88617
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE LLC	
Plaintiff	No. 07-952-CD
vs.	
DEBRA HAINES	CIVIL ACTION
Defendant(s)	

AMENDED COMPLAINT

The above Plaintiff brings this action against the above Defendant to recover the sum of **$8,308.31**, with interest thereon as hereinafter stated, upon the following cause of action:

1. Plaintiff, **HUDSON & KEYSE LLC** , is located at 382 Blackbrook Road, Painesville OH 44077.

2. Defendant, **DEBRA HAINES**, is located at 705 Textile Avenue, Clearfield PA 16830-1225.

3. At the special instance and request of Defendant, Citibank, N.A., issued to Defendant its Mastercard credit card, and from time to time thereafter, Defendant made various purchases, in which transactions Defendant made use of said Mastercard credit card. A true and correct copy of the terms and conditions of said credit card account, a Statement of Defendant's Account, and a monthly statement are attached hereto, made a part hereof and cumulatively marked Exhibit "A".

4. For value received, Citibank, N.A. assigned, transferred and set over to Plaintiff all its rights, title and interest in this claim. A true and correct copy of the Bill of Sale is attached hereto, made a part hereof, and marked Exhibit "B".

5. By virtue of said assignment, Plaintiff acquired legal title to said account, and became the legal holder of the claim against Defendant.

6. Plaintiff believes and therefore avers that the original credit application was written

but Plaintiff is not in possession of said application.

7. Plaintiff believes and therefore avers that since the account was opened in 1991 any record of the account being opened has been destroyed by the original credit grantor.

8. Defendant has not adhered to the agreed repayment obligations that govern the aforesaid Mastercard credit card account, by reason of which Defendant is in default thereof.

9. Defendant received, accepted and made various purchases using the credit card described in Exhibit "A", and a total amount which became due as a result thereof, after allowance for all proper credits for payments and/or adjustments, if any, was $3,767.73.

10. Plaintiff is entitled to receive interest on the above amount determined by applying the agreed interest rate of 31.99% *per annum* to the past due balance. As of August 14, 2007 the total amount of interest due to Plaintiff is $3,410.26.

11. Plaintiff is entitled to have the 31.99% interest charge continue to accrue as set forth above, from August 14, 2007 on down to the date of judgment in this matter.

12. In accordance with the aforesaid agreement, Defendant further agreed to pay Plaintiff's reasonable attorneys' fees incurred in the collection of any balance due Plaintiff, which total $1,130.32.

13. Plaintiff has made demand against Defendant for the aforesaid sum, but Defendant failed or refused to pay the same or any part thereof.

WHEREFORE, Plaintiff demands judgment against Defendant for **$8,308.31** together with the continually accruing interest charge at the agreed rate of 31.99% *per annum* from August 14, 2007, costs of suit and all other relief to which Plaintiff may be entitled.

<u>COUNT II</u>

Alternative to Count I - Unjust Enrichment

14. Plaintiff incorporates the allegations of every paragraph enumerated above of this Complaint as if said paragraphs were fully set forth here at length.

15. The goods, wares, merchandise and/or services, described in the exhibits attached hereto were purchased by Defendant, and Defendant received and accepted the benefit of such

goods, wares, merchandise and/or services provided by Plaintiff.

16. At all times material hereto, Defendant was aware that Plaintiff was providing the aforesaid goods, wares, merchandise and/or services to Defendant, and that Plaintiff expected to be paid for such.

17. At all times material hereto, Defendant, with the aforesaid knowledge, permitted Plaintiff to provide and/or deliver said goods, wares, merchandise and/or services, and to incur damages.

18. At all times material hereto, Defendant was unjustly enriched by retaining the benefit of receiving said goods, wares, merchandise and/or services without paying Plaintiff fair and reasonable compensation.

19. By reason of the aforesaid unjust enrichment of Defendant at Plaintiff's expense, an implied contract exists between Plaintiff and Defendant, and Defendant is obligated to pay Plaintiff the *quantum meruit* value of the goods, wares, merchandise, and/or services described in the exhibits attached hereto, in the amount of $3,767.73.

WHEREFORE, Plaintiff demands judgment against Defendant for **$3,767.73** together with the continually accruing interest charge at the statutory rate of 6.00% *per annum* from August 14, 2007, costs of suit and all other relief to which Plaintiff may be entitled.

AMATO AND ASSOCIATES, P.C.
By:

Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Michael R. Lessa, Esq., Atty ID #88617
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

VERIFICATION

Nancy A. Quere, hereby states that he/she is the Legal Account Manager of Hudson & Keyse, L.L.C., Plaintiff in this action, and verifies that the statements made in the attached Complaint are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements herein are made subject to the penalties of 18 PA C.S. §4904 relating to unsworn falsification to authorities.

Nancy A. Quere

Hudson & Keyse, LLC
Debt Resolution Partners
382 Blackbrook Road
Painesville, Ohio 44077
440.354.6978 Phone
440.354.1336 Fax
800.654.5391 Toll Free
www.hkllc.biz

STATEMENT OF ACCOUNT

CREDITOR NAME: **Hudson & Keyse, L.L.C.**
CREDITOR ADDRESS: **382 Blackbrook Road, Painesville, Ohio, 44077**
ORIGINAL CREDITOR: **CITIBANK, N.A.**
ORIGINAL ACCOUNT NUMBER: **5424180497723152**
HUDSON & KEYSE, L.L.C. ACCOUNT NUMBER: **410487*1**

DEBTOR NAME: **DEBRA A. HAINES**
DEBTOR ADDRESS: **705 TEXTILE AVENUE, CLEARFIELD, PA, 16830-1225**

DATE ACCOUNT OPENED: **JAN 01 1991**
DATE LAST PAID TO ORIGINAL CREDITOR: **19 MAY 2004**
DATE LAST PAID TO HUDSON & KEYSE, L.L.C.:

PRINCIPAL BALANCE DUE: **$3,767.73**
INTEREST BALANCE DUE: **$2,341.26**
TOTAL BALANCE DUE: **$6,108.99**

INTEREST RATE: **31.99%** **LAST DATE INTEREST CHARGED: SEP 30 2006**

EXHIBIT
A

410487
PA000285

11/15/04 $3767.73 $3767.73 SITE:KC-CL TM:CO-5000 ACID:ROB1240
[redacted] [redacted] [redacted] 06/06/07 22:26:23:

DEBRA A HAINES
705 TEXTILE AV
CLEARFIELD PA
16830-1225000

CITI CARDS
PO BOX 183064
COLUMBUS, OH
43218-3064

Citi® Platinum Select® Card

citi

Account Number
5424 1804 9772 3152

Customer Service:
1-800-950-5114
BOX 6500
SIOUX FALLS, SD
57117

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
$11100	$0	$3900	$0	$3767.73
Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
10/21/2004	$0.00	$576.98	$92.92	$3767.73

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	10/21		Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	87.92 0000000000

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	$3,679.81	$0.00	$0.00	$87.92	$3,767.73
ADVANCES	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL	$3,679.81	$0.00	$0.00	$87.92	$3,767.73

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	$3,722.13	0.07874%(D)	28.740%	28.740%
ADVANCES				
Standard Adv	$0.00	0.07874%(D)	28.740%	28.740%

pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name and address of anyone to whom we reported your account information. We must tell anyone we report you to that the matter has been settled between us when it is finally settled.

If we don't follow these rules, we can't collect the first $50 of the questioned amount, even if your billing statement was correct.

Special Rule for Credit Card Purchases.
If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current address; and

- The purchase price must have been more than $50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

CITIBANK CARD AGREEMENT

This Agreement and the card carrier are your Citibank Card Agreement. The card carrier contains important account information, including the annual percentage rate and the amount of any membership fee. Please read and keep both the card carrier and this Agreement for your records. This Agreement is binding on you unless you cancel your account within 30 days after receiving the card and you have not used or authorized use of your account.

To simplify this Agreement for you, the following definitions will apply. The words *you, your,* and *yours* mean all persons responsible for complying with this Agreement, including the person who applied to open the account and the person to whom we address billing statements. The word *card* means one or more cards or other access devices, such as account numbers, that we have issued to permit you to obtain credit under this Agreement. The words *we, us,* and *our* mean Citibank (South Dakota), N.A. The words *authorized user* mean any person to whom you give permission to use your account. The words *Citibank checks* mean one or more checks that we may provide for you to obtain a cash advance. The words *Balance Transfer checks* mean one or more checks that we may provide for you to obtain a balance transfer. Balance transfers will be treated as purchases for all purposes, except as otherwise described in this Agreement.

Using Your Account and Your Credit Line:

The card must be signed to be used. Whether you sign the card or not, you are fully responsible for complying with all the terms of this Agreement, including the obligation to pay us for all balances due on your account as specified in this Agreement. Your card must only be used for lawful transactions.

Your initial credit line appears on the card carrier. A portion of your credit line, called the cash advance limit, is available for cash advances. At our discretion and at any time, we may change your credit line or cash advance limit. We will notify you of any new line or limit either by sending you a notice or through your billing statement. A change may take effect before you receive notification from us. You may request a change to your credit line or cash advance limit by contacting Customer Service by telephone or mail.

The full amount of your credit line is available to buy or lease goods or services wherever the card is honored. Your cash advance limit is available for cash through any bank or automated teller machine that accepts the card or by using Citibank checks. The total amount charged on your account, including purchases, balance transfers, cash advances, finance charges, fees, or other charges, must always remain below your credit line. However, if that total amount exceeds your credit line you must still pay us. We may approve transactions that cause the balance to exceed your credit line without waiving any of our rights under this Agreement.

Additional Cards:

You may request additional cards on your account for yourself or others and you may permit an authorized user to have access to the card or account number. However, if you do, you must pay us for all charges made by those persons, including charges for which you may not have intended to be responsible. You must notify us to revoke an authorized user's permission to use your account. If you do so, we may close the account and issue a new card or cards with a different account number. You are responsible for the use of each card issued on your account according to the terms of this Agreement.

Membership Fee:

The card carrier indicates whether your account is subject to a membership fee. If it is, the fee is added to the standard purchase balance and is non-refundable unless you notify us to cancel your account within 30 days from the mailing or delivery date of the billing statement on which the fee is billed.

Billing:

Your billing statement shows the balance, any finance charges, fees, the minimum payment, and the payment due date. It also shows your current credit line and cash advance limit, an itemized list of current charges, Citibank checks, payments and credits, a summary of the purchase and cash advance activity, including the finance charges; a rate summary; and other important information. If we deem your account uncollectible or if we institute delinquency collection proceedings by sending it to an outside collection agency or attorney for collection, we may, in our sole discretion, stop sending you billing statements.

You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one address.

How We Determine the Balance:

The total outstanding balance (the amount you owe us) appears as the "New Balance" on the billing statement. To determine the New Balance, we begin with the outstanding balance on your account at the beginning of each billing period, called the "Previous Balance" on the billing statement. We add any purchases or cash advances and subtract any credits and payments credited as of that billing period. We then add the appropriate finance charges and fees and make other applicable adjustments.

Annual Percentage Rate for Purchases:

Your annual percentage rate for purchases and the corresponding daily periodic rate appear on the card carrier. A daily periodic rate is the applicable annual percentage rate divided by 365. Whether or not the annual percentage rate for purchases is based on the U.S. Prime Rate plus a margin is indicated on the card carrier. Please see the section entitled "Variable Annual Percentage Rates for Purchases and Cash Advances" for details relating to how this rate may change.

Annual Percentage Rate for Cash Advances:

Your **ANNUAL PERCENTAGE RATE** for cash advances is 19.99%, which corresponds to a daily periodic rate of 0.0548%. The daily periodic rate is the cash advance annual percentage rate divided by 365. Please see the section entitled "Variable Annual Percentage Rates for Purchases and Cash Advances" for details relating to how this rate may change, including if you default under any Citibank Card Agreement.

Variable Annual Percentage Rates for Purchases and Cash Advances:

If any annual percentage rate for purchases is based on the U.S. Prime Rate plus a margin, we will calculate the rate by adding the margin that appears on the card carrier to the Prime Rate published in *The Wall Street Journal* on the last business day of each month. If more than one Prime Rate is published, we may choose the highest rate. If *The Wall Street Journal* ceases publication or to publish the Prime Rate, we may use the Prime Rate published in any other newspaper of general circulation, or we may substitute a similar reference rate at our sole discretion. Any increase or decrease in a variable annual percentage rate due to a change in the Prime Rate takes effect on the first day of the billing period that begins in the month directly following the month in which we determine the Prime Rate. Each time the annual percentage rate changes, we will apply it to any existing balances, subject to any promotional rate that may apply.

The annual percentage rate for purchases and cash advances may also vary if you default under any Citibank Card Agreement because you fail to make a payment to us or any other creditor when due, you exceed your credit line, or you make a payment to us that is not honored by your bank. In such circumstances, we may increase the **ANNUAL PERCENTAGE RATE** (including any promotional rate) on all balances to a default rate of up to 24.99%. Factors considered in determining this default rate may include the length of time the account has been open, the existence, seriousness, and timing of Citibank Card Agreement defaults, and other indications of account usage and performance. The increase in the variable annual percentage rate as described in this paragraph takes effect as of the first day of the billing period in which you default. Your account may again become eligible for a lower annual percentage rate on new purchases, new cash advances, or both after you have met the terms of all Citibank Card Agreements for six consecutive months. Your existing balances will remain subject to the default rate until they are paid in full.

The annual percentage rate in effect and any subsequent changes to it will appear on the billing statement. An increase in the variable annual percentage rate means you will pay a higher finance charge and perhaps a higher minimum payment.

Promotional Rate Offers:

At our discretion, we may offer you a promotional annual percentage rate for all or a part of any balances. The period of time for which the promotional rate applies may be limited. Any promotional rate, the corresponding periodic rates, and the period of time during which it is in effect will appear on the card carrier. We may also offer you a promotional annual percentage rate to encourage specific transactions, such as transferring balances from accounts you have with others. Any promotional rate offer will be subject to the terms of the offer and this Agreement.

Finance Charges:

Finance charges will begin to accrue from the date of the transaction for purchases and continue to accrue until payment in full is credited to your account. However, if you paid the total New Balance, if any, listed on the last billing statement by the payment due date on that statement you will have until the payment due date on your current statement to pay your total New Balance to avoid imposition of additional finance charges on purchases. If you have accepted certain balance transfer offers for which you may be eligible, you may not be able to avoid additional finance charges on purchases, as described in your balance transfer offer. For cash advances and balance transfers, finance charges will begin to accrue from the date of the transaction and continue to accrue until payment in full is credited to your account.

We will calculate finance charges as follows.

- We figure a portion of the finance charge on your account by multiplying the daily balance on each feature (e.g., standard purchases or cash advances) by the applicable daily periodic rate and separately adding together any such finance charges for each feature for each day in the billing period.
- For finance charge calculation purposes, the billing period begins on the day after the Statement/Closing Date of the previous billing period and includes the Statement/Closing Date of the current billing period. The number of days in the billing period may vary.
- To get the daily balance, we take the beginning balance for each feature every day (which may include unpaid finance charges from previous billing periods), add any new transactions, fees, and any finance charge on the previous day's balance, subtract any credits or payments credited as of that day, and make other adjustments. Unless we elect to use a later date, we add a new purchase to the appropriate purchase balance as of the date of the purchase and a new cash advance to the cash advance balance on the date of the advance. A credit balance is treated as a balance of zero.
- The Balances Subject to Finance Charge on the billing statement are the averages of the respective daily balances during the billing period. If you multiply the figure for each feature by the number of days in the billing period and by the applicable daily periodic rate the result will be the periodic rate finance charges as ... of the

that feature, except for minor variations caused by rounding. This method of calculating the balance subject to finance charge and the periodic rate finance charges results in daily compounding of finance charges.

Transaction Fee for Balance Transfers:

You have obtained a balance transfer if you transfer a balance from others by means other than a Citibank check, or you obtain funds through a Balance Transfer check. To each balance transfer we add an additional **FINANCE CHARGE** of 3.0% of the balance transfer, but not less than $5 or more than $50. This fee will be added to the purchase balance with the balance transfer. The balance transfer transaction fee may cause the annual percentage rate on the billing statement on which the balance transfer first appears to exceed the nominal annual percentage rate.

Transaction Fee for Cash Advances:

You have obtained a cash advance if you obtain funds from an automated teller machine (ATM), through a Citibank check, through home banking, or through a financial institution, make a wire transfer, acquire a money order, traveler's check, lottery ticket, betting or casino chip, or similar item, or engage in another similar transaction. For each cash advance, we add an additional **FINANCE CHARGE** of 3.0% of the advance, but not less than $5. This fee will be added to the cash advance balance. (The amount of the cash advance may include a surcharge that the ATM owner imposes.) The cash advance transaction fee may cause the annual percentage rate on the billing statement on which the cash advance first appears to exceed the nominal annual percentage rate.

Minimum Finance Charge:

If finance charges based on periodic rates are being added to your account, but the total of such finance charges for purchases and cash advances is less than $.50, we assess a minimum **FINANCE CHARGE**, based on periodic rates, of $.50. We add the amount to the feature that is being assessed a finance charge. If more than one feature is assessed a finance charge, we may add the minimum finance charge to any such feature at our discretion.

Credit Balance:

You may not maintain a credit balance on your account in excess of your assigned credit line. We will return to you any credit amount over $1.00 if the amount has been on your account longer than three months. You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges billed to your account.

Security Interest for Secured Accounts:

The card carrier indicates if your account is a secured account. If it is, you have given us a security interest in a Citibank Certificate of Deposit to secure repayment of your account. If you withdraw your funds from the Certificate of Deposit, we will close your card account.

Transactions Made in Foreign Currencies:

If a transaction is made in a foreign currency, we and MasterCard International or Visa International, depending on which card is used, will convert the transaction into a U.S. dollar amount. MasterCard and Visa will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate they use is either (1) a wholesale market rate or (2) a government mandated rate in effect one day prior to the processing date. MasterCard and Visa increase this conversion rate by one percent and keep this increase. We increase the conversion rate provided to us by MasterCard or Visa by two percent and keep this increase. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Minimum Amount Due:

Each month you must pay a minimum amount that is the total of two figures. The first is any previous amount that is past due plus any amount in excess of your credit line. The second is the greater of the amount of your billed finance charges or one of the following:

- The New Balance on the billing statement if it is less than $20, or
- $20, if the New Balance is at least $20 and not greater than $960, or
- If the New Balance exceeds $960, 1/48 of the New Balance (rounded down to the nearest dollar).

In calculating the minimum amount due, we may subtract from the New Balance certain fees added to your account during the billing period.

Payments:

You must pay at least the minimum amount by the payment due date, and you may pay more at any time without a penalty. The New Balance shown on your billing statement may include amounts subject to different periodic rates. We will allocate your payment and credits to pay off balances at low periodic rates before paying off balances at higher periodic rates. The sooner you pay the New Balance, the less you will pay in finance charges. We may also allow you to skip a payment. If we do, we will notify you. If you choose to skip a payment when offered, we will continue to assess finance charges.

Instructions for making payments are on your billing statement. In order to be credited as of a particular day, your payment must be received in the form specified and by the hour specified in those instructions. Do not send cash payments. We can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. You agree to pay us in U.S. dollars drawn on funds on deposit in the United States using a payment check, similar instrument, or automatic debit that will be processed and honored by your bank. We reserve the right to accept payments made in foreign currency and instruments drawn on funds on deposit outside the United States. If we do, we will select the effective currency conversion rate at our discretion and credit your account in U.S. dollars after deducting any fees or costs incurred in connection with processing your payment. If such fees or costs are not fully deducted at the time your account is credited for a payment, we will bill you separately for them.

Over-the-Credit-Line Fee:

We will add a $29 fee to the standard purchase balance for each billing period that the New Balance exceeds your credit line. We may add this $29 fee even if we authorize the transaction that causes the New Balance to exceed your credit line.

Late Fee:

We will add a late fee to the standard purchase balance for each billing period you fail to make the minimum payment by its due date. This late fee will be: $15 on balances up to $100, $25 on balances of $100 up to $1000, and $35 on balances of $1000 and over.

Returned Payment Fee:

We will add a $29 fee to the standard purchase balance when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we will assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission.

Citibank Checks:

Citibank checks may be used to purchase goods and services or to obtain cash up to the amount of your available cash advance limit unless that amount will cause the balance to exceed your credit line. We will treat Citibank checks as a cash advance and charge them against your cash advance limit. Each Citibank check must be in the form we have issued and must be used according to any instructions we give you. Citibank checks may be used only by the person whose name is printed on them. Citibank checks may not be used to pay any amount owed to us under this or any other Citibank Card Agreement. We will not certify any Citibank checks, nor will we return paid Citibank checks.

Balance Transfer Checks:

Balance Transfer checks may be used to transfer balances from others or to obtain funds up to the amount of your available credit line. Each Balance Transfer check must be in the form we have issued and must be used according to any instructions we give you. Balance Transfer checks may not be used to pay any amount owed to us under this or any other Citibank Card Agreement. We will not certify any Balance Transfer checks, nor will we return paid Balance Transfer checks.

Returned Citibank Check Fee:

We will add a $29 fee to the cash advance balance if we decline to honor a Citibank check. We may decline to honor such checks if, for example, the amount of the check would cause the balance to exceed your cash advance limit or credit line, if you default, if you did not comply with our instructions regarding the check, if your account has been closed, or if the card has expired.

Stop Payment Fee:

We will add a $29 fee to the cash advance balance when payment of a Citibank check is stopped at your request. You may stop payment on Citibank checks by notifying us in writing at *PO Box 6500, Sioux Falls, South Dakota 57117*, or by calling us at the telephone number listed on the billing statement. If you call, you must confirm the call in writing within 14 days. A written stop payment order will remain in effect for six months unless renewed in writing.

Once a charge is made through the use of the card or account number we cannot "stop payment" on the charge. If there is a dispute involving a charge on your account, please refer to the section entitled "What To Do If There's An Error In Your Bill".

Lost or Stolen Cards, Account Numbers, or Citibank and Balance Transfer Checks:

If any card, account number, or check is lost or stolen or if you think someone used or may use them without your permission, notify us at once by calling the telephone number shown on the billing statement or the number obtained by calling toll-free or local Directory Assistance. We may require you to provide certain information in writing to help us find out what happened, and to comply with such procedures as we may require in connection with our investigation. Don't use the card, account number, or any checks after we've been notified, even if they are found or returned. You may be liable for unauthorized use of the account, but not for more than $50. You won't be liable for unauthorized purchases or cash advances made after we've been notified of the loss or the theft; however, you must identify for us the charges on the billing statement that were not made by you or someone authorized by you, and from which you received no benefit.

Default:

You default under this Agreement if you fail to pay the minimum payment listed on each billing statement when due, fail to make a payment to any other creditor when due, file for bankruptcy, exceed your credit line, pay by a check or similar instrument that is not honored or that we must return because it cannot be processed, pay by automatic debit that is returned unpaid, or default on any other Citibank Card Agreement. If you default, we may close your account and demand immediate payment of the full balance. If you have given us a security interest in a Certificate of Deposit, we may use the deposit amount to pay any amount you owe.

Preauthorized Charges:

If you default, if the card is lost or stolen, or we change your account or account number for any reason, we may suspend automatic charges on that account to third party vendors for insurance premiums or other goods or services. If preauthorized charges are suspended, you must contact the third party vendor to reinstate them. You are responsible for making direct payment for such charges until you reinstate automatic charges.

Collection Costs:

If we refer collection of your account to a lawyer who is not our salaried employee, you will be liable for any reasonable attorney's fees we incur, plus the costs and expenses of any legal action, to the extent permitted by law.

Arbitration:

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrate:

Either you or we may, without the other's consent, elect mandatory binding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

Claims Covered:

• **What Claims are subject to arbitration?** All Claims relating to your account, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non class, non-representative) basis, and the arbitrator may award relief only on an individual (non class, non-representative) basis.

• **Whose Claims are subject to arbitration?** Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized user of your account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.

• **What time frame applies to Claims subject to arbitration?** Claims arising in the past, present, or future, including Claims arising before the opening of your account, are subject to arbitration.

• **Broadest interpretation.** Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").

• **What about Claims filed in Small Claims Court?** Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

How Arbitration Works:

• **How does a party initiate arbitration?** The party filing an arbitration must choose one of the following three arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association, JAMS, and National Arbitration Forum. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association
335 Madison Avenue, Floor 10
New York, NY 10017-4605
Web site: www.adr.org

JAMS
1920 Main Street, Suite 300
Irvine, CA 92610
Web site: www.jamsadr.com

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405
Web site: www.arbitration-forum.com

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

• **What procedures and law are applicable in arbitration?** A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

• **Who pays?** Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

• **Who can be a party?** Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

• **When is an arbitration award final?** The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

Survival and Severability of Terms:

• This arbitration provision shall survive: (i) termination or changes in the Agreement, the account, and the relationship between you and us concerning the account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your account, or any amounts owed on your account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

Credit Reporting:

We may report your performance under this Agreement to credit reporting agencies, including your failure to make minimum payments on time. If you request additional cards on your account for others, you understand that we may report account information in your name as well as in the names of those other people. We may also obtain follow-up credit reports on you (for example, when we review your account for a credit line increase). If you wish to know the names of the agencies we have contacted, write us at the address listed on the billing statement. We will try to notify you by telephone or by mail of any legal process served on us in order to give you an opportunity to object to it, unless the law prohibits the notice.

If you think we reported erroneous information to a credit reporting agency, write us at the Customer Service address listed on the front of the billing statement. We will promptly investigate the matter and if our investigation shows you are right, we will contact each credit reporting agency to whom we reported and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone and instruct you how to submit a statement of your position to those agencies. Your statement will become a part of your credit record with them.

Telephone Monitoring and Recording:

From time to time we may monitor and record your telephone calls regarding your account with us to assure the quality of our service.

Closing Your Account:

You may close your account at any time by notifying us in writing. However, you remain responsible to pay the balance according to the terms of this Agreement. We may close your account or suspend your account privileges at any time for any reason without prior notice. We may also reissue a different card, account number, or different checks at any time. You must return the card or the checks to us upon request.

Refusal of the Card:

We are not responsible if a transaction on your account is not approved, either by us or by a third party, even if you have sufficient credit available. We may limit the number of transactions that may be approved in one day. If we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify the activity.

Changing this Agreement:

We can change this Agreement, including all fees and the annual percentage rate, at any time. We can also add or delete provisions relating to your account and to the nature, extent, and enforcement of the rights and obligations you or we may have relating to this Agreement. These changes are binding on you. However, if the change will cause a fee, rate or minimum payment to increase, we will mail you written notice at least 15 days before the beginning of the billing period in which the change becomes effective. If you do not agree to the change, you must notify us in writing within 25 days after the effective date of the change and pay us the balance, either at once or under the terms of the unchanged Agreement. Unless we notify you otherwise, use of the card after the effective date of the change shall be deemed acceptance of the new terms, even if the 25 days have not expired.

Enforcing this Agreement:

We can delay in enforcing or fail to enforce any of our rights under this Agreement without losing them.

Assignment:

We reserve the right to assign any or all of our rights and obligations under this Agreement to a third party.

Applicable Law:

The terms and enforcement of this Agreement shall be governed by federal law and the law of South Dakota, where we are located.

For Further Information:

Call us at the telephone number shown on the front of the billing statement. You can also call toll-free or local Directory Assistance to get our telephone number.

Ken Stork
President & CEO

Citibank (South Dakota), N.A.
P.O. Box 6000
Sioux Falls, SD 57117

What To Do If There's An Error In Your Bill..

Your Billing Rights. Keep This Notice For Future Use.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill.

If you think your billing statement is wrong, or if you need more information about a transaction on your billing statement, write to us (on a separate sheet) at the address provided in the Billing Rights Summary portion on the back of your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first billing statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.
- Please sign your letter.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment you must tell us at least three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe your billing statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report your account as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your balance that are not in question.

If we find that we made a mistake on your billing statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to

HKI 146

<u>**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**</u>

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of May 26, 2006 between Citibank (South Dakota), National Association, a national banking association organized under the laws of the United States, located at 701 East 60th Street North, Sioux Falls, SD 57117 (the "Bank") and Hudson & Keyse, L.L.C., a Delaware corporation, located at ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated May 26, 2006, between Buyer and the Bank (the "Agreement"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts described in Section 1.2 of the Agreement.

This Bill of Sale, Assignment and Assumption Agreement is executed without recourse and without representations or warranties including, without limitation, warranties as to collectibility.

Citibank (South Dakota), N.A.

By: DOUGLAS C. MORRISON, VP
Citicards
Chief Fig Officer/O & T Finance
0000391579
Sioux Falls, SD
(605) 331-2855

(Signature)

Name: __________

Title: __________

Hudson & Keyse, L.L.C.

By: __________
(Signature)

Name: Joseph M Carroll

Title: CEO

hudsonkeysecbsd0506.doc

EXHIBIT
B

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

HUDSON & KEYSE LLC Plaintiff	:	
vs.	:	No. 07-952-CD
DEBRA HAINES, Defendant	:	

CASE NUMBER: No. 07-952-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: DEFENDANT'S PRELIMINARY OBJECTIONS TO PLAINTIFF'S AMENDED COMPLAINT

FILED ON BEHALF OF: Defendant

COUNSEL OF RECORD FOR THIS PARTY:

R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
207 E. Market Street
Clearfield, PA I6830
(8I4) 765-1581

FILED 3CC
0/10:36 AM Atty Gearhart
AUG 22 2007
GK

William A. Shaw
Prothonotary/Clerk of Courts

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

HUDSON & KEYSE LLC Plaintiff	:	
vs.	:	No. 07-952-CD
DEBRA HAINES, Defendant	:	

DEFENDANT'S PRELIMINARY OBJECTIONS TO
PLAINTIFF'S AMENDED COMPLAINT

NOW COMES, the Defendant, Debra Haines, by and through her Attorney, R. Denning Gearhart, Esquire, who files Preliminary Objections to Plaintiff's Amended Complaint and respectfully avers as follows:

1. That upon filing of Plaintiff's Complaint, Preliminary Objections were filed arguing that the Complaint was insufficient in that it failed to provide copies of the duly executed agreement between the parties. Further, the Complaint failed to detail charges against the alleged credit card, the basis for those specific charges, and the amount of each individual specific charge, all of which would be required by the Pennsylvania Rules of Civil Procedure.

2. Prior to argument on those Preliminary Objections, Plaintiff submitted an Amended Complaint.

3. The Amended Complaint is insufficient in that it still does not include copies of the duly executed agreement between the parties, it still does not detail the charges on the alleged credit card, and it still does not list the basis for these charges, nor does it give the dates or amounts of these individual charges.

4. Instead, it gives as an Exhibit only a statement of a total amount alleged to have been due on October 21, 2004, and a statement prepared by Hudson & Keyse, LLC, which notes the principal balance due, plus interest, together with boiler plate language which is alleged to have been included in the agreement between the parties. There is no indication that the Defendant agreed to these terms.

5. The Rules of Civil Procedure require that the Complaint/Amended Complaint be sufficient so as to allow the Defendant to understand the specifics of the claim and to enter a defense for that claim, if any.

6. Specifically, in this case, there is no way that the Defendant can determine whether or not there were inappropriate charges made against this card by the Plaintiff or by a third party. Indeed, if the charges for which the Plaintiff is claiming are represented by the statements attached to the Amended Complaint, then the claim would be barred by the Statute of Limitations.

WHEREFORE, Defendant prays Your Honorable Court to dismiss Plaintiff's Amended Complaint as being insufficient.

R. Denning Gearhart, Esq.
Attorney for Defendant

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

HUDSON & KEYSE, LLC, Plaintiff	:	
vs.	:	No. 07-952-CD
DEBRA HAINES, Defendant	:	

ORDER

AND NOW, this 28 Day of August, 2007, upon consideration of Defendant's Preliminary Objections to Plaintiff's Amended Complaint filed in the above captioned action, it is the ORDER of this Court that a hearing be scheduled for the 25th Day of September, 2007, at 11:00 O'clock A.M., in Courtroom No. 1, of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT

JUDGE

FILED 3cc
01 4:00 BY Atty Gearhart
AUG 29 2007
GR
William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/29/07

X You are responsible for serving all appropriate parties.

___ The Prothonotary's office has provided service to the following parties:

___ Plaintiff(s) ___ Plaintiff(s) Attorney ___ Other

___ Defendant(s) ___ Defendant(s) Attorney

___ Special Instructions:

FILED

AUG 29 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION No. 07-952-CD

HUDSON & KEYSE LLC,
Plaintiff

vs.

DEBRA HAINES,
Defendant

DEFENDANT'S PRELIMINARY OBJECTIONS TO PLAINTIFF'S AMENDED COMPLAINT

R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830

FILED
AUG 22 2007
William A. Shaw
Prothonotary/Clerk of Courts

Lap over margin

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE LLC	:
Plaintiff	: No. 07-952-CD
vs.	:
DEBRA HAINES	: CIVIL ACTION
Defendant(s)	:

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of Plaintiff's Amended Complaint was served via first class mail, postage prepaid on August 20, 2007:

R. Denning Gearhart, Esquire
207 East Market Street
Clearfield PA 16830

AMATO AND ASSOCIATES, P.C.
By:

Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Michael R. Lessa, Esq., Atty ID #88617
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

FILED no cc
m/12:22bk
AUG 29 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

HUDSON & KEYSE LLC, Plaintiff, v. DEBRA HAINES, Defendant.	: : : : : : :	No. 07-952-CD

CASE NUMBER: 07-952-CD

TYPE OF PLEADING: **CERTIFICATE OF SERVICE**

FILED ON BEHALF OF: Defendant

COUNSEL FOR RECORD FOR THIS PARTY: R. Denning Gearhart, Esquire
Supreme Court ID#: 26540
207 East Market Street
Clearfield, PA 16830
814-765-1581

FILED
0 11:00a.m. 6K
SEP 04 2007 NO CC
William A. Shaw
Prothonotary/Clerk of Courts

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

HUDSON & KEYSE LLC, Plaintiff,	:	
v.	:	No. 07-952-CD
DEBRA HAINES, Defendant.	:	

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy of Defendant's Preliminary Objections to Plaintiff's Amended Complaint filed in the above matter on the Plaintiff through Plaintiff's attorney by depositing such documents in the United States Mail, first class, postage pre-paid and addressed as follows:

Ronald Amato, Esq.
AMATO AND ASSOCIATES, P.C.
Suite 100, Commerce Square
100 North Commerce Way
Bethlehem, PA 18017-8930

R. Denning Gearhart, Esq.
Attorney for Defendant

Dated: **September 4, 2007**

FILED

SEP 04 2007

William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE LLC	
Plaintiff	No. 07-952-CD
vs.	
DEBRA HAINES	CIVIL ACTION
Defendant	

ORDER

Upon consideration of defendant's preliminary objections and plaintiff's answer thereto, and upon review of the record it is ORDERED that defendant's preliminary objections are overruled and defendant has twenty (20) days from the date of this order in which to file an answer.

______________________________ J.

dated this ________ day of ___________, 2007

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE LLC		
Plaintiff	No. 07-952-CD	
vs.		
DEBRA HAINES	CIVIL ACTION	
Defendant(s)		

FILED
m/10:45/01 1cc Atty
SEP 13 2007
(GK)
William A. Shaw
Prothonotary/Clerk of Courts

PLAINTIFF'S ANSWER TO DEFENDANT'S PRELIMINARY OBJECTIONS

The above Plaintiff files the within response to Defendant's Preliminary Objections and states the following:

1. Admitted that preliminary objections were filed. Denied that said objections should have or could have been granted. Denied that the Pennsylvania Rules of Civil Procedure require a Plaintiff to prove its case at the pleading stage which is what Defendant is requiring Plaintiff to do pursuant to her objections. Denied that Plaintiff's complaint or amended complaint are insufficient or contrary to law or rules of civil procedure.

2. Admitted.

3. Denied. The amended complaint contains sufficient detail such that Defendant can respond to the complaint and know what she will be called upon to meet at trial. Defendant opened her Citibank, N.A., Mastercard credit card account on or about January 1, 1991 and used it until May 2004. Plaintiff need not prove or plead every charge on said account during the thirteen years it was open.

4. Plaintiff has attached those documents which govern the relationship between the parties. Further, on page thirteen of the agreement it states that, Citibank, N.A. can change the terms of the agreement and unless Defendant notifies Citibank of the non-acceptance of said terms then they are binding. Defendant can certainly plead as to whether she agreed to the terms

as set forth in Plaintiff's amended complaint.

5. Admitted. Plaintiff's amended complaint is sufficiently specific to put Defendant on notice as to the cause of action and what she will be called upon to meet at trial.

6. Denied. Defendant can certainly plead that the charges were not authorized. On page fifteen of the agreement it states that unless Defendant notifies Citibank, N.A. within sixty days in writing that there is a dispute regarding the charges that appear on her monthly statement then those charges are deemed to be valid. If Defendant did dispute said charges she should have the documentation to support said dispute. Further, the statute of limitations is not a proper basis for preliminary objections and must be plead in new matter.

WHEREFORE, Plaintiff respectfully requests that Defendant's preliminary objections be denied.

AMATO AND ASSOCIATES, P.C.
By: ______________________________
Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Michael R. Lessa, Esq., Atty ID #88617
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE LLC	:	
Plaintiff	:	No. 07-952-CD
vs.	:	
DEBRA HAINES	:	CIVIL ACTION
Defendant(s)	:	

FILED
SEP 14 2007
m/12:55/(ʋ
William A. Shaw
Prothonotary/Clerk of Courts
1 CERT TO ATTY

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of Plaintiff's Answer to Defendant's Preliminary Objections was served via first class mail, postage prepaid on September 11, 2007:

R. Denning Gearhart, Esquire
207 East Market Street
Clearfield PA 16830

AMATO AND ASSOCIATES, P.C.
By:

Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Michael R. Lessa, Esq., Atty ID #88617
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

VA

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

HUDSON & KEYSE LLC, Plaintiff vs. DEBRA HAINES Defendant	* * * * * * *	NO. 07-952-CD

FILED
SEP 19 2007
0/11:30/ 6K
William A. Shaw
Prothonotary/Clerk of Courts
CENT TO ATTY'S AMATO & GRANWALT

ORDER

NOW, this 19th day of September, 2007, counsel for the above-referenced parties requesting the Court to rule on the Preliminary Objections filed in this case from briefs instead of argument; it is the ORDER of this Court that the argument scheduled for September 25, 2007 at 11:00 a.m. be and is hereby canceled and that briefs are to be submitted to the Court no later than September 25, 2007.

BY THE COURT,

Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge

FILED
SEP 19 2007
William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9-19-07

~~X~~ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

____ Plaintiff(s) X Plaintiff(s) Attorney ____ Other

____ Defendant(s) X Defendant(s) Attorney

____ Special Instructions:

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

HUDSON & KEYSE LLC, Plaintiff,	:	
v.	:	No. 07-952-CD
DEBRA HAINES, Defendant.	:	

FILED No CC.
0/3:40 am
SEP 25 2007
William A. Shaw
Prothonotary/Clerk of Courts

CASE NUMBER: 07-952-CD

TYPE OF PLEADING: **CERTIFICATE OF SERVICE**

FILED ON BEHALF OF: Defendant

COUNSEL FOR RECORD FOR THIS PARTY: R. Denning Gearhart, Esquire
Supreme Court ID#: 26540
207 East Market Street
Clearfield, PA 16830
814-765-1581

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

HUDSON & KEYSE LLC,
Plaintiff,

v. : No. 07-952-CD

DEBRA HAINES,
Defendant.

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy of the Brief filed in the above matter on the Plaintiff through Plaintiff's attorney by depositing such documents in the United States Mail, first class, postage pre-paid and addressed as follows:

Ronald Amato, Esq.
AMATO AND ASSOCIATES, P.C.
Suite 100, Commerce Square
100 North Commerce Way
Bethlehem, PA 18017-8930

And hand delivered as follows:

Honorable Fredric J. Ammerman
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

R. Denning Gearhart, Esq.
Attorney for Defendant

Dated: **September 25, 2007**

FILED

SEP 25 2007

William A. Shaw
Prothonotary/Clerk of Courts

CA

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

HUDSON & KEYSE LLC, Plaintiff	*	
vs.	*	NO. 07-952-CD
DEBORAH HAINES, Defendant	*	

ORDER

NOW, this 10th day of October, 2007, it is the ORDER of this Court that the Defendant's Preliminary Objections to the Plaintiff's Amended Complaint be granted. The Plaintiff shall have no more than 20 days from this date to file a second Amended Complaint which shall contain a true and correct copy of the agreement entered into by the Defendant at the time the credit card was issued as well as a detailed statement of the account showing purchases made and calculation of all interest charges, late fees, attorney's fees and any other costs or charges which are part of the demand for payment.

BY THE COURT,

Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge

FILED
Fio
9:40 AM
1CC Attys: Amato Gearhart
OCT 10 2007

William A. Shaw
Prothonotary/Clerk of Courts

FILED

OCT 10 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/10/07

____ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

____ Plaintiff(s) X Plaintiff(s) Attorney ____ Other

____ Defendant(s) X Defendant(s) Attorney

____ Special Instructions:

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HUDSON & KEYSE LLC	:	
Plaintiff	:	No. 07-952-CD
vs.	:	
DEBRA HAINES	:	CIVIL ACTION
Defendant(s)	:	

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please discontinue the above-captioned case WITHOUT prejudice.

AMATO AND ASSOCIATES, P.C.
By: [signature]

Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Michael R. Lessa, Esq., Atty ID #88617
Justin N. Davis, Esq., Atty ID #84464
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

FILED
m/12:12cm
OCT 25 2007
William A. Shaw
Prothonotary/Clerk of Courts

1CC & 1Cert of disc issued to Atty Amato
(LM)
Copy to C/A

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Hudson & Keyse, LLC

Vs.
Debra Haines

No. 2007-00952-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 October 25, 2007, marked:

Discontinued without prejudice

Record costs in the sum of $85.00 have been paid in full by Amato and Associates.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 25th day of October A.D. 2007.

William A. Shaw lm

William A. Shaw, Prothonotary