

07-2022-CD
Comm Fin. Vs Janet E. Johns

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL
SYSTEMS, INC., *assignee of* THE
SAGRES COMPANY, *assignee of*
BANK OF AMERICA, N.A.,

NO. 07-2022-CD

IN CIVIL ACTION

Plaintiff,

-vs-

JANET E. JOHNS,

Defendant,

COMPLAINT

CODE-
FILED ON BEHALF OF
PLAINTIFF

**COUNSEL OF RECORD
FOR THIS PARTY:**

Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213
Telephone: 412-682-1466
Fax: 412-682-3138

Atty pd.85.00
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DEC 12 2007 cc Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL
SYSTEMS, INC., *assignee of* THE
SAGRES COMPANY, *assignee of*
BANK OF AMERICA, N.A.,

NO.

IN CIVIL ACTION

Plaintiff,

-vs-

JANET E. JOHNS,

Defendant,

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice, for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

**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.**

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

COMPLAINT

1. Plaintiff is a corporation having offices at 120 North Keyser Avenue, Scranton PA 18504.
2. Bank of America, N.A. assigned an account portfolio to The Sagres Company which, *inter alia*, included the account of the above-captioned Defendant, and The Sagres Company assigned an account portfolio that, *inter alia*, included the account of the above-captioned defendant to Commonwealth Financial Systems, Inc. Attached hereto as Exhibits "A" and "B" are true and correct copies of the aforesaid assignments.
3. Commonwealth Financial Systems, Inc. as the assignee of The Sagres Company, and as the ultimate assignee of Bank of America, N.A., stands in its assignors' stead and all are hereinafter referred to interchangeably as "Plaintiff".
4. Defendant is an individual whose address is 164 Rose Street, Irvona, Clearfield County, Pennsylvania 16656.
5. At a specific instance and request of the Defendant, the Defendant applied to Bank of America for a credit account.
6. The Plaintiff avers that the Defendant was granted a revolving open-end credit card account and was issued a credit card for such account subject to the stated terms and conditions contained in a written account agreement, a true and correct copy of which has been attached hereto, marked Exhibit "C" and made a part hereof.
7. Plaintiff avers that the Defendant accepted the terms and conditions of the revolving open-end credit account contained in the aforementioned written

agreement by using the credit card which had been issued to make purchases and/or to obtain cash advances

8. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.
9. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
10. Plaintiff avers that the balance due amounts to \$14,485.99, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "D" and made a part hereof.
11. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing, which Plaintiff avers will amount to 25% of the balance due.
12. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in the amount of \$14,485.99, with appropriate additional interest from June 13, 2007, plus attorneys' fees and costs.

APPLE AND APPLE, P.C.

By:



Joel E. Wasserman
Attorneys for Plaintiff(s)

Bank of America



EXHIBIT A

BILL OF SALE

Bank of America, N.A. (USA) ("Seller"), for value received and pursuant to the terms and conditions of a Account Sale Agreement ("Agreement") between Seller and The Sagres Company ("Buyer"), dated September 20, 2006, does hereby sell, assign and convey to Buyer, its successors and assigns, all right, title and interest of Seller in and to those certain Accounts as defined in the Agreement and as set forth on Exhibit B, without recourse and without representation of or warranty of collectibility, or otherwise, except to the extent provided for within the Agreement.

EXECUTED this 27th day of September, 2006.

Bank of America, N.A. (USA)

By: Carole Olson

CAROLE OLSON, V.P.
Printed Name and Title

ACKNOWLEDGMENT

STATE OF North Carolina :
COUNTY OF Forsyth :

SS

:

This instrument was acknowledged before me on September 27th, 2006,
by Carole Olson of Bank of America, N.A. (USA),
V.P. as

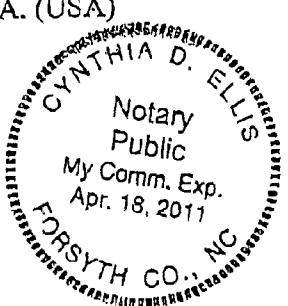
Cynthia D. Ellis

Signature of Notarial Officer

Notary

Title and Rank

My Commission Expires April 18, 2011



Fax: 336.805.1752 • Fax: 336.805.1763

Bank of America
P.O. Box 21946, Greensboro, N.C. 27420-1346

EXHIBIT

-44-

Recycled Paper

EXHIBIT B
BILL OF SALE

The Sagres Company, ("Seller"), for value received and pursuant to the terms and conditions of a Account Sale Agreement ("Agreement") between Seller and Commonwealth Financial Systems, Inc ("Buyer"), dated May 8, 2007 does hereby sell, assign and convey to Buyer, its successors and assigns, all right, title and interest of Seller in and to those certain Accounts as defined in the Agreement and as set forth on Exhibit A, without recourse and without representation of or warranty of collectibility, or otherwise, except to the extent provided for within the Agreement.

EXECUTED this 4th day of JUNE 2007.

The Sagres Company

By: _____

JERRY GREENSLATT vp klo

Printed Name and Title

After we receive your letter, we cannot try to cancel any amount you question, or report you as delinquent. We will continue to bill you for the amount you question, excluding finance charges and at that time, any unpaid amount against your credit limit. You do not have to pay any questioned amount, while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, 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 that 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 ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill 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 to have the remaining amount due on the property or services. There are two limitations to this right:

- You must have made the purchase in your home state, or if your account was not home state within 70 miles of your current mailing address, and
- The purchase price must not be more than \$50. These restrictions do not apply if we own or operate the merchant, or if we invited you the advertisement for the property or services.

BANK ONE

Bank One, NA
Columbus, Ohio Member FDIC

JIN 8227

CREDIT CARD Cardholder Agreement

VISA®/MasterCard® Cardholder Agreement

This Agreement is for your credit card account (Account) with Bank One, NA (Bank One) and the VISA/MasterCard card(s) (Card) issued to you in connection with your Account. "You" and "your" mean any applicant or joint applicant for the Account or any person using the Account or related cards with the express or implied permission of any applicant. "We," "us," and "our" mean Bank One, our successors and assigns.

The use of the Account by card, check, telephone, or otherwise is governed by the following terms and conditions.

1. Account Ownership. This Card remains our property until the Account may be canceled by us at any time without prior notice. You agree to surrender the Card and other access devices and to discontinue the use of the Account by any means immediately upon our request.

2. Credit Limit. We will assign a credit limit to your Account which we can increase or decrease at any time without notice. We may establish a credit limit for cash advances which is lower than the total credit limit for your Account. Your credit limit, including the lower credit limit for cash advances, is susceptible to reflect on your billing statement. You agree not to exceed that credit limit, including the lower limit for cash advances.

3. Liability. You may be liable for the loss, theft, or unauthorized use of the Account. You will not be liable for unauthorized use which occurs after notifying us by telephone, in person, or in writing of the loss, theft, or unauthorized use of Bank One, NA, Bankcard, Dept. 0532, Columbus, OH 43271-0532.

In any case, liability will not exceed the lesser of \$50 or the amount of money, property, or services obtained by such use prior to notification to us. If you have authorized another person to use your Card, and you want to terminate that person's authority, you must recover the Card.

4. Promise to Pay. You promise to pay for all purchases and cash advances made by you or any authorized person, even if that person exceeds your authority. In addition, you promise to pay all Finance Charges, and other fees and charges, in accordance with Billing Statement terms.

5. Billing Statement. You will receive a billing statement (Statement) for any month in which there is a balance on your Account. Your payment is due, at such place as we designate, on or before the Date Payment Due printed on your Statement.

6. Payments. You may pay the Total New Balance shown on your Statement each month, or you may pay in monthly installments. If you decide to pay in monthly installments, you must pay at least the Minimum Payment amount shown on your Statement. The Minimum Payment will be 3% of your Total New Balance, but no less than \$10.00. If your Total New Balance is less than \$10.00, you must pay the full amount. Any amount past due and any amount that exceeds your credit limit will be added to the Minimum Payment due. Checks written for payment on your Account must be written in U.S. Dollars and drawn on a U.S. Bank.

7. Fees. The following fees, or such fees as provided from time to time, will be assessed:

(A) An Annual Fee of \$0.

(B) An Over-the-Credit-Limit Fee of \$20 for any month in which the Total New Balance of your Account on the Statement Date exceeds your credit limit.

(C) A Returned Check Fee of \$20 for any check or other negotiable instrument in payment on your Account which is presented and not paid. There will be no Returned Check Fee assessed to your credit card account if the check is drawn on a Bank One checking account.

EXHIBIT

81 C

(U) A Returned VISA/MasterCard Check Fee of \$20 if any VISA/MasterCard check is presented for payment and returned because your Account is in default, restructured due to delinquency, or would cause your Account balance to exceed your credit limit.

(E) A Late Payment Fee of \$20 when you fail to make at least the Minimum Payment by the Date Payment Due shown on your Statement.

(F) A Stop Payment Fee of \$20 any time you request a stop payment on a VISA or MasterCard check.

8. Finance Charge. The FINANCE CHARGE on your account is determined by multiplying your Average Daily Principal Balance by the Daily Periodic Rate by the number of days in the billing period. The Daily Periodic Rate is equal to 1/365th of the ANNUAL PERCENTAGE RATE. The Daily Periodic Rate for your Account is 0.0447%, which is a corresponding ANNUAL PERCENTAGE RATE of 15.90%.

The Average Daily Principal Balance is calculated separately for purchases and cash advances. To determine the Average Daily Principal Balance, we add the Daily Balances and divide the total by the number of days in the statement billing period. The amount of any purchases or cash advances, including VISA/MasterCard checks, will bear Finance Charge from the day of the transaction or from the first day of the billing cycle in which the transaction is applied to your Account, whichever is later.

This Daily Purchase Balance is calculated by taking the daily beginning balance of purchases, minus (i) the portion of payments and credit adjustments applied to the purchase balance, and credit vouchers, (ii) new purchases, debit purchases adjustments, and fees (except automatically assessed fees billed on cycle day which are included in the next day's balance), (iii) fees assessed (fees billed on cycle day which are included in the next day's balance). We will also add periodic Finance Charge calculated on the prior day's Daily Purchase Balance.

Pay the New Balance of Purchases in full every month and incur no Finance Charge on the New Balance of Purchases. There is a grace period of at least 25 days to avoid additional Finance Charge on the New Balance of Purchases. Pay at least the New Balance of Purchases by the Date of Payment Due shown on your current Statement to avoid additional Finance Charge.

The Daily Cash Advance Balance is calculated by taking the daily beginning balance of cash advances, minus (i) the portion of payments and credit adjustments applied to the cash advance balance (which may include usage charges assessed at automated teller machines), plus (ii) new cash advances and fees (except automatically assessed fees billed on cycle day which are included in the next day's balance). We will also add periodic Finance Charge calculated on the prior day's Daily Cash Advance.

An additional Finance Charge will be added for each Cash Advance transaction. Cash Advance transactions are VISA/MasterCard checks deposited to your Account, Automated Teller Machine (ATM) disbursements, and cash obtained by presenting your Card at any participating financial institution. The additional FINANCE CHARGE will be 2% of the amount advanced (which may include usage charges assessed at automated teller machines), \$2 minimum, \$20 maximum.

Also, an additional Finance Charge will be added for the following types of transactions which are reflected as purchases on your Statement: wire transfers, money orders, bets, lottery tickets and casino gaming chips. The additional Finance Charge will be 2% of the amount of the transaction, with a \$2 minimum and a \$20 maximum.

9. Application of Payments. Payments received at the mailing address specified on your Statement prior to 11:00 a.m. on any business day will be applied on the day received. Payments received after 11:00 a.m. on any business day and payments received on any non-business day will be applied the next business day. Payments received at any other location may incur a delay in crediting to your Account.

We have the right to apply payments to your Account at our discretion. This specifically includes, but is not limited to, the right to apply payments to promotional balances or prior non-promotional balances.

10. Entire Balance Due. If you fail to make the required payment when due or break any provision in this Agreement, we may declare the entire balance of your Account due and payable at once without prior notice (subject to applicable law, regarding notice or right to cure).

We may also make this declaration if:

- you make any false or misleading statements on your application
- you have been declared bankrupt
- you die
- there is an event that causes the prospect of payment to be significantly impaired.

impaired.

11. Cancellation. We may cancel your Account, refuse to allow further transactions, including VISA/MasterCard checks, or revoke your Card at any time whether or not you are in default of any part of this Agreement. In the event we take such action, we may deduct the entire balance of your Account due or revise the amount of your Minimum Payment (subject to proper notification as required by applicable law). Cancellation of your Account will not affect your liability to us for credit we have extended to you, including amounts not yet billed to your Account. We may cancel your Account without notice or liability. You must surrender the Card either upon our request or the request of any other bank or merchant who is acting upon our instructions.

12. Foreign Transactions. We will charge, and you will pay, in U.S. dollars for all foreign transactions at the exchange rate in effect the day before the transaction processing date. As of the printing date of this Agreement, the exchange rate on VISA/MasterCard transactions is either a government-mandated rate or a wholesale market rate, increased by 1%. The exchange rate used on the transaction processing date may differ from the rate in effect on either the date of your transaction or the date the transaction is posted to your account.

13. Change of Terms. We can change the terms of this Agreement at any time and will notify you in accordance with Ohio law and applicable federal law. This notice will be mailed to the same address as we send your Statement. The new terms will affect all outstanding balances to the extent not prohibited by Ohio law or applicable federal law.

14. Other Provisions.

(A) We have no responsibility for the failure of any machine, merchant, financial institution, or other party to honor your Card.

(B) If legal action is required by us, you will pay the costs, including attorney's fees.

(C) Each credit card account you have with us is separate from any others you have with us and Finance Charges will be charged on each account's balance. Each credit card account will be represented by a different account number.

15. Address Changes. You agree to notify us immediately in writing if you change your address.

16. Interpretation. This Agreement shall be governed by applicable federal law and the laws of the State of Ohio. If any provision of this Agreement is held to be invalid, that will not affect the validity of the remaining provisions.

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 bill is wrong, or if you need more information about a transaction on your bill, write to us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST bill in 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.
- your signature and date.

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, your letter must reach us 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 the bill was correct.

Amendment to Cardmember Agreement

IMPORTANT NOTICE FOR BANK ONE CREDIT CARD CUSTOMERS ABOUT CHANGES TO YOUR BANK ONE CARD MEMBER AGREEMENT

This Notice informs you of changes to your Bank One Cardmember Agreement.

SUMMARY OF CHANGE

A provision providing that any disputes between you and Bank One are to be resolved by arbitration is being added to your Bank One Cardmember Agreement.

EFFECTIVE DATE/NON-ACCEPTANCE INSTRUCTIONS

The changes in terms summarized above will become effective March 1, 1998. The new terms will apply to current and future balances in both active accounts and accounts that no longer have charge privileges. If you do not wish to accept the new terms, you must notify us in writing of your decision by February 28, 1998. Please include your name, address and account number on the correspondence and mail it to: Bank One, P.O. Box 8650, Wilmington, Delaware 19899-8650. Filing us this notice will constitute your election to cancel your charge privileges (if not previously canceled), but you may pay off any outstanding unpaid balance of your account under your prior terms.

AMENDMENTS TO CARDMEMBER AGREEMENTS

In order to implement the above-described change in terms, the following changes, as applicable, will be made to your Cardmember Agreement.

After immediately after the paragraph entitled "Special Rule for Credit Card Purchases," the following paragraph will be added:

ARBITRATION: Any claim, dispute or controversy ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or your Account, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved by binding arbitration by the National Arbitration Forum, under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at the National Arbitration Forum office, www.narforum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C., §§ 1-16. Judgment upon any arbitration award may be entered in any court having jurisdiction.

ADV239 12/97

This arbitration agreement applies to all Claims now in existence or that may arise in the future except for: (i) Claims that you or we have individually filed in a court before the effective date of the amendment of the Agreement adding this arbitration agreement, (ii) Claims advanced in any judicial class actions that have been finally certified as class actions and where notice of class membership has been given as directed by the court before the effective date of the amendment of the Agreement adding this arbitration agreement and (iii) Claims by or against any unaffiliated third party to whom ownership of your Account may be assigned after default (unless that party consents to arbitrate). Nothing in this agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or reorganization, replevin, judicial foreclosure or any other judgment or provision(s) relating to any collateral, security or property in excess for contractual debts now or hereafter owned by either party to the other under this Agreement.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT, AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS, BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDING THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT), BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM, OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS: THE COMPTROLLER OF THE CURRENCY, CENTRAL DISTRICT OFFICE, ONE FINANCIAL PLACE, 440 SOUTH LASALLE, SUITE 2700, CHICAGO, IL 60605.

This notice informs you of pricing changes to your First USA Cardmember Agreement. Please keep it with your original First USA Cardmember Agreement.

BANK²ONE.

ADV239 12/97

AFFIDAVIT

I, Patricia Cobb, Esquire, of Commonwealth Financial Systems, Inc., Plaintiff herein, verify that the statements of fact contained in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

11-13-07
Date:



PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 108321

CFSI File No. 7582862

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

COMMONWEALTH FINANCIAL
SYSTEMS, INC., assignee of
THE SAGES COMPANY,
assignee of BANK OF
AMERICA, N.A.

Plaintiff

vs.

JANET E. JOHNS,
Defendant

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* NO.: 07-2022-CD
*
* Type of Case: Civil
*
* Type of Pleading: Preliminary
* Objections
*
*
* Filed on Behalf of: Janet E. Johns
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16839
* (814)765-9646

3CC
02/24/07 Atty Foor
B&B
John A. Sisley
Probate & Orphan's Court Clerk of Court

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH FINANCIAL	:
SYSTEMS, INC., assignee of	:
THE SAGRES COMPANY, assignee of	:
BANK OF AMERICA,	:
	:
Plaintiff	:
	Civil Action
	:
vs.	:
	No. 07-2022-CD
	:
JANET E. JOHNS,	:
	:
Defendant	:

DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S COMPLAINT

Pursuant to Pa. R.C.P. No. 1028(c), Defendant Janet E. Johns, by and through her attorneys, Robin Jean Foor, and MidPenn Legal Services preliminarily objects to Plaintiff's Complaint and moves for its dismissal as follows:

I. PRELIMINARY OBJECTIONS RAISING FAILURE OF A PLEADING TO CONFORM TO LAW OR RULE OF COURT Pa. R.C.P. 1028 (a)(2)

1. Pennsylvania Rule of Civil Procedure 1019(i) states that "when a claim is based on upon a writing, the pleader shall attach a copy of the writing or the material part thereof..."
2. Plaintiff claims to be the assignee of the assignee of the original creditor.
3. Plaintiff has failed to attach any documentation of the assignment of the Ms. John's specific account.
4. Plaintiff filed a Complaint demanding damages in the amount of \$14,485.99 plus

attorney fees and costs.

5. Plaintiff has failed to attach to the Complaint a written contract signed or dated by the plaintiff and defendant. Such writing would form the very core of Plaintiff's case, but such writing has not been appended to the Complaint, nor its absence explained, as required by Pa.R.C.P. No. 1019(h) and (i).

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objections and dismiss Plaintiff's Complaint.

II. PRELIMINARY OBJECTION RAISING INSUFFICIENT SPECIFICITY IN A PLEADING Pa. R.C.P. 1028 (a)(3)

1. The Complaint contains alleged claims for money owed but fails to provide adequate documentation or accounting of charges allegedly made by Defendant, which would support Plaintiff's claim of damages, such as a breakdown of charges, payments, and interest, so that Defendant can properly formulate a response and assert any counterclaims.

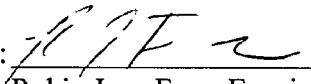
2. The Complaint is deficient in reciting factual averments and Defendant is without information upon which she can premise a meaningful response and formulate a defense.

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objections and dismiss Plaintiff's Complaint.

Respectfully submitted,

MidPenn Legal Services
Attorneys for Defendant

1-22-08
Date

BY: 
Robin Jean Foor, Esquire
ID# 41520

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

COMMONWEALTH FINANCIAL
SYSTEMS, INC., assignee of
THE SAGES COMPANY,
assignee of BANK OF
AMERICA, N.A.
Plaintiff

vs.

JANET E. JOHNS,
Defendant

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*
* NO.: 07-2022-CD
*
* Type of Case: Civil
*
* Type of Pleading: Certificate of
Service
*
* Filed on Behalf of: Janet E. Johns
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16839
* (814)765-9646

01/31/2024 ICC
Atty Foor
LM
Commonwealth of Pennsylvania
Court of Common Pleas of Clearfield County

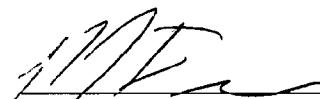
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

COMMONWEALTH FINANCIAL :
SYSTEMS, INC., assignee of :
THE SAGRES COMPANY, assignee of :
BANK OF AMERICA, :
Plaintiff : Civil Action
vs. : No. 07-2022-CD
JANET E. JOHNS, :
Defendant :
:

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 22nd day of January, 2008, I served a copy of the Preliminary Objections filed in that above captioned matter to the following individual by first class mail, postage prepaid:

Joel E. Hausman, Esquire
APPLE AND APPLE, P.C.
4650 Baum Boulevard
Pittsburgh, PA 15213



Robin Jean Foor
PA ID # 41520
MidPenn Legal Services Inc.
211 East Locust Street
Clearfield, PA 16803
(814)765-9646

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

COMMONWEALTH FINANCIAL
SYSTEMS, INC., assignee of
THE SAGES COMPANY,
assignee of BANK OF
AMERICA, N.A.

Plaintiff

vs.
JANET E. JOHNS,
Defendant

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* NO.: 07-2022-CD
*
* Type of Case: Civil
*
* Type of Pleading: Petition to
* Schedule Argument
*
*
* Filed on Behalf of: Janet E. Johns
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16839
* (814)765-9646

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BCC
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Anty Foor
BCC
William A. Shaw
Notary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

COMMONWEALTH FINANCIAL	:
SYSTEMS, INC., assignee of	:
THE SAGRES COMPANY, assignee of	:
BANK OF AMERICA,	:
	:
Plaintiff	:
	Civil Action
	:
vs.	:
	No. 07-2022-CD
	:
JANET E. JOHNS,	:
	:
Defendant	:

PETITION TO SCHEDULE ARGUMENT ON DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S COMPLAINT

Defendant, Janet E. Johns, by and through her attorneys, Robin Jean Foor, Esq and MidPenn Legal Services, requests the court to schedule the argument on defendant's objections and alleges as follows:

1. Plaintiff filed a complaint on or about December 12, 2007.
2. Defendant served preliminary objections to the complaint on the plaintiff on January 22, 2008.
3. As of March 3, 2008, the plaintiff has not filed an amended complaint.

WHEREFORE, defendant requests the Court to schedule argument on the Preliminary Objections.



Robin Jean Foor

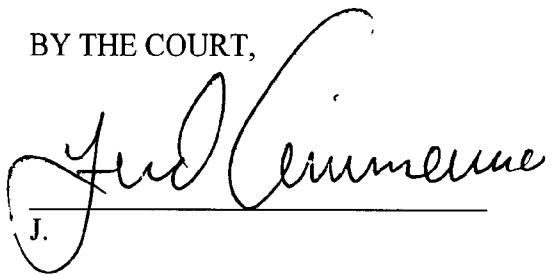
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH FINANCIAL :
SYSTEMS, INC., assignee of :
THE SAGRES COMPANY, assignee of :
BANK OF AMERICA, :
: Plaintiff : Civil Action
: vs. : No. 07-2022-CD
: :
: JANET E. JOHNS, :
: :
: Defendant :
:

ORDER

AND NOW, this 4th day of March, 2008, upon consideration
of Defendant Janet E. John's Preliminary Objections filed in the above captioned matter, it is the
Order of the Court that argument has been scheduled for the 8th day of
April, 2008 at 3:00 o'clock p.m. in Courtroom # 1,
Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,


J.

013102008 2CC
APR 11 2008 Atty Foor
(60)
William A. Shaw
Authonotary/Clerk of Courts

William A. Shaw
Probationary/Clerk of Courts

DATE: 3/4/08

You are responsible for serving all appropriate parties.
 The Probationary's office has provided service to the following parties:
 Plaintiff(s) Plaintiff(s) Attorney Other
 Defendant(s) Defendant(s) Attorney
 Special Instructions:

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

COMMONWEALTH FINANCIAL *
SYSTEMS, INC., assignee of *
THE SAGES COMPANY, *
assignee of BANK OF *
AMERICA, N.A. *
Plaintiff * NO.: 07-2022-CD
*
* Type of Case: Civil
*
* Type of Pleading: Certificate of
* Service
*
*
* Filed on Behalf of: Janet E. Johns
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16839
* (814)765-9646

REC'D 1CC Atty
03:30pm
MAR 07 2008
WAS
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

COMMONWEALTH FINANCIAL	:
SYSTEMS, INC., assignee of	:
THE SAGRES COMPANY, assignee of	:
BANK OF AMERICA,	:
	:
Plaintiff	:
	Civil Action
	:
vs.	:
	No. 07-2022-CD
	:
JANET E. JOHNS,	:
	:
Defendant	:

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 5th day of March, 2008, I served a copy of the Petition and Order Scheduling Preliminary Objections filed in that above captioned matter to the following individual by first class mail, postage prepaid:

Joel E. Hausman, Esquire
APPLE AND APPLE, P.C.
4650 Baum Boulevard
Pittsburgh, PA 15213



Robin Jean Foor
PA ID # 41520
MidPenn Legal Services Inc.
211 East Locust Street
Clearfield, PA 16803
(814)765-9646

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL
SYSTEMS, INC., *assignee of* THE
SAGRES COMPANY, *assignee of*
BANK OF AMERICA, N.A.,

NO.: 07-2022-CD

IN CIVIL ACTION

Plaintiff,

-vs-

JANET E. JOHNS,

Defendant,

ORDER OF COURT

COUNSEL OF RECORD
FOR THE PLAINTIFF:

Charles F Bennett, Esq
Joel E. Hausman, Esq.
Apple and Apple, P.C.
4650 Baum Boulevard
Pittsburgh, PA 15213
Attorneys for Plaintiff

COUNSEL OF RECORD
FOR THE DEFENDANT:

Robin Jean Foor, Esq.
PA I.D. No. 41520
Mid-Penn Legal Services, Inc.
211 East Locust Street
Clearfield, PA 16839
Tel.: (814) 765-9646

300
01/10/12 AM Atty Foor
⑥

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL
SYSTEMS, INC., *assignee of* THE
SAGRES COMPANY, *assignee of*
BANK OF AMERICA, N.A.,

NO.: 07-2022-CD

IN CIVIL ACTION

Plaintiff.

-vs-

JANET E. JOHNS,

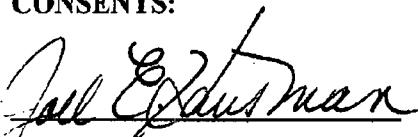
Defendant,

ORDER OF COURT

AND NOW, to-wit; this 19th day of March, 2008, after review and consideration, Defendant's Preliminary Objections are *Sustained*, and Plaintiff's Complaint is stricken for lack of conformity to law or rules of court.

It is therefore ORDERED, ADJUDGED, and DECREED that within 90 days of this date Plaintiff shall file an Amended Complaint in conformity to Pa. R.C.P. No. 1019(a) and Pa. R.C.P. No. 1019(i), or Plaintiff shall discontinue the instant action against the Defendant.

CONSENTS:


Joel E. Hausman, Esquire
Apple and Apple, P.C.
Attorneys for Plaintiff

BY THE COURT:




Robin Jean Foor, Esquire
Mid-Penn Legal Services, Inc.
Attorneys for Defendant

DATE: 3/29/08

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:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103532
NO: 07-2022-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC. assignee
vs.
DEFENDANT: JANET E. JOHNS

SHERIFF RETURN

NOW, January 04, 2008 AT 2:05 PM SERVED THE WITHIN COMPLAINT ON JANET E. JOHNS DEFENDANT AT 164 ROSE ST., IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROBERT JOHNS, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APPLE	17501	10.00
SHERIFF HAWKINS	APPLE	17501	71.46

Sworn to Before Me This

____ Day of _____ 2008

So Answers,

01:05 PM
APR 25 2008
WAS
William A. Shaw
Prothonotary/Clerk of Courts

Chester A. Hawkins
by Marilyn Harris
Chester A. Hawkins
Sheriff

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

COMMONWEALTH FINANCIAL SYSTEMS, INC. NO.2007-02022CD
assignee of BANK OF AMERICA, N.A. assignee IN CIVIL ACTION
THE SAGRES COMPANY

-vs-

JANET E. JOHNS

Defendant(s)

**PRAEICE TO DISCONTINUE
WITHOUT PREJUDICE**

CODE-
FILED ON BEHALF OF
PLAINTIFF

**COUNSEL OF RECORD
FOR THIS PARTY:**

Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213
Telephone: 412-682-1466
Fax: 412-682-3138

11:30 AM NOCC
Cert of
mail: 3 bound disc issued
JUL 11 2001
to AATy
Bennett
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC NO.2007-02022CD
assignee of BANK OF AMERICA, N.A. assignee IN CIVIL ACTION
THE SAGRES COMPANY

-vs- Plaintiff(s)

JANET E. JOHNS

Defendant(s)

PRAECIPE TO DISCONTINUE
WITHOUT PREJUDICE

Kindly discontinue without prejudice the above-captioned matter upon the records
of the Court.

APPLE AND APPLE, P.C.

Dated: July 3, 2008

By: Ch. S. P.
Attorneys for Plaintiff(s)

I HEREBY CERTIFY THAT THE FOREGOING IS TRUE AND CORRECT
STATEMENT OF THE ABOVE CASE.

THIS STATEMENT IS MADE SUBJECT TO THE
PENALTIES OF 18 PA. C.S. 4904 RELATING TO
UNSWORN FALSIFICATIONS TO AUTHORITIES.

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

**COMMONWEALTH FINANCIAL SYSTEMS, INC NO.2007-02022CD
assignee of BANK OF AMERICA, N.A. assignee IN CIVIL ACTION
THE SAGRES COMPANY**

-vs- **Plaintiff(s)**

JANET E. JOHNS

Defendant(s)

CERTIFICATION OF SERVICE

I hereby certify that I am this day serving a true and correct copy of the attached or foregoing document upon the person(s) and in the manner indicated below:

Service by first class mail, postage prepaid and addressed as follows:

**Robin Jean Foor, Esq.
Mid-Penn Legal Services, Inc.
211 East Locust Street
Clearfield PA 16839**

Dated: 7/8/08

By: M. Hall, Esq.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**Commonwealth Financial Systems, Inc.
Sagres Company
Bank of America, N.A.**

Vs.
Janet E. Johns

No. 2007-02022-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 July 11, 2008, marked:

Discontinued without prejudice

Record costs in the sum of \$85.00 have been paid in full by Joel E. Hausman Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 11th day of July A.D. 2008.



LM

William A. Shaw, Prothonotary