

07-2114-CD  
Bluestone Inv. Vs Jack Bush

FILED Atty Amato pd. 85.00  
m/11/2007 CC to AJ Hawkins  
DEC 27 2007 Def  
Atty Amato

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Judicial District, County Of

4/6/07

William A. Shaw  
Prothonotary/Clerk of Courts

NOTICE OF APPEAL

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 07-2114-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 BLUESTONE INVESTMENTS, INC.	MAG. DIST. NO. 46-3-04	NAME OF MDJ JAMES L. HAWKINS
ADDRESS OF APPELLANT C/O RONALD AMATO, ESQ., 107 N COMMERCE WAY, BETHLEHEM PA 18017	CITY	STATE ZIP CODE
DATE OF JUDGMENT 12/12/07	IN THE CASE OF (Plaintiff) BLUESTONE INVESTMENTS, INC.	(Defendant) VS. JACK BUSH

DOCKET No.

SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT

CV-133-07

Ronald Amato, Attorney for Appellant

If appellant was Claimant (see Pa. R.C.P.D. J. No. 1001(6) in action

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.

before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty

(20) days after filing the NOTICE of APPEAL.

Signature of Prothonotary or Deputy

**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 \_\_\_\_\_

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.**

142-4820. 1970-1201-3, 1970-1202-3

At. 11

**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

*Signature of official before whom affidavit was made*

**Signature of affiant**

Title of official

My commission expires on

## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

Judicial District, County Of  
*Philadelphia*

## NOTICE OF APPEAL

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 07-2114-CB

## 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 <b>DEBTSTON INVESTMENTS, INC.</b>	MAG. DIST. NO. <b>43-B-04</b>	NAME OF MDJ <b>James L. Hawkins</b>	
ADDRESS OF APPELLANT <b>C/O ROBERT MASTO, ESQ., 107 "C" COURT DAY, PHILADELPHIA, PA 19107</b>	CITY <b>PHILADELPHIA</b>	STATE <b>PA</b>	ZIP CODE <b>19107</b>
DATE OF JUDGMENT <b>12/12/07</b>	IN THE CASE OF (Plaintiff) <b>DEBTSTON INVESTMENTS, INC.</b>	(Defendant) <b>vs. JACK DUSH</b>	
DOCKET No. <b>CV-130-07</b>	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT 		
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.D. J. No. 1008B.</p> <p>This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>If appellant 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.</p> <p>_____ Signature of Prothonotary or Deputy</p>			

## 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 \_\_\_\_\_

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.

TELEGRAMS OF THE UNION WAR, 1861-1865

**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 \_\_\_\_\_.  
*(Handwritten signature)*

*Signature of official before whom affidavit was made*

Signature of affiant

Title of official

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-04**

MDJ Name: Hon.

**JAMES L. HAWKINS**  
Address: **251 SPRING ST**  
**PO BOX 362**  
**HOOTZDALE, PA**

Telephone: **(814) 378-7160**

**16651-0362**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE 1071147**

PLAINTIFF:

**BLUESTONE INVESTMENTS, INC.**  
NAME and ADDRESS  
**107 N. COMMERCE WAY**  
**BETHLEHEM, PA 18017**

NAME and ADDRESS  
*OSZ*

DEFENDANT:

**BUSH, JACK**  
520 WEST MAIN ST  
MAHAFFEY, PA 15757

NAME and ADDRESS

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

Docket No.: **CV-0000133-07**  
Date Filed: **10/11/07**



**THIS IS TO NOTIFY YOU THAT:**

**FOR DEFENDANT**

Judgment: \_\_\_\_\_ (Date of Judgment) **12/12/07**

Judgment was entered for: (Name) **BUSH, JACK**

Judgment was entered against: (Name) **BLUESTONE INVESTMENT, S, INC.**  
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	\$ <b>.00</b>
Judgment Costs	\$ <b>.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>.00</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b> \$ _____	

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 JUDGMENT 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.

*12-12-07* Date *James L. Hawkins*, 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 315-07

DATE PRINTED: **12/12/07 10:22:00 AM**

07-2114-CD

## 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 Mosher; ss

**AFFIDAVIT:** I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. 07-2114-CD upon the Magisterial District Judge designated therein on  
(date of service) 1-2-08, 20  by personal service  by (certified) (registered) mail,  
sender's receipt attached hereto, and upon the appellee, (name) Jack Bush on  
1-2-08, 20  by personal service  by (certified) (registered) mail,  
sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

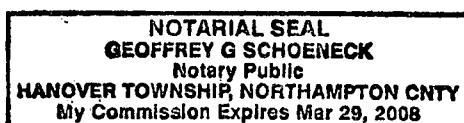
THIS 3<sup>rd</sup> DAY OF Jan, 2008

Geoffrey G. Schoneck  
Signature of official before whom affidavit was made

Michael Opperman  
Signature of affiant

*Title of official*

My commission expires on 3 (22), 20 08



FILED  
M 10/29/08  
JAN 07 2008  
G

William A. Shaw  
Prothonotary/Clerk of Courts

## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

Judicial District, County Of

46<sup>th</sup>

## NOTICE OF APPEAL

FROM

## MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 07-2114-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 <b>BLUESTONE INVESTMENTS, INC.</b>	MAG. DIST. NO. <b>46-3-04</b>	NAME OF MDJ <b>JAMES L. HAWKINS</b>	
ADDRESS OF APPELLANT <b>C/O RONALD AMATO, ESQ., 107 N COMMERCE WAY, BETHLEHEM PA 18017</b>	CITY <b>CITY</b>	STATE <b>PA</b>	ZIP CODE <b>18017</b>
DATE OF JUDGMENT <b>12/12/07</b>	IN THE CASE OF (Plaintiff) <b>BLUESTONE INVESTMENTS, INC.</b>	(Defendant) <b>VS. JACK BUSH</b>	

DOCKET No.

SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT

**CV-133-07***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.

*If appellant was Claimant (see Pa. R.C.P.D. J. No. 1001(6) in action before a Magisterial District Judge, and copy of this to be true and attested copy of the original statement filed in this case.*

Signature of Prothonotary or Deputy

**DEC 27 2007**

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

Attest.

*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.

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Postage	\$ 0.41
Certified Fee	\$2.65
Return Receipt Fee (Endorsement Required)	\$2.15
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 5.21

**Sent To**  
JACK BUSH  
520 WEST MAIN STREET  
MAHAFFEY, PA 15757  
1/2/2008 9:29 AM

PS Form 3800, August 2006      See Reverse for Instructions

Code: 1071147

*Lehigh Valley PA 18002*  
Postmark Here  
JAN 2 2008  
USPS

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Postage	\$ 0.41
Certified Fee	\$2.65
Return Receipt Fee (Endorsement Required)	\$2.15
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 5.21

**Sent To**  
HONORABLE JAMES L. HAWKINS  
MAGIS DISTRICT COURT 46-3-04  
251 SPRING STREET  
HOOTZDALE, PA 16651  
1/2/2008 9:29 AM

PS Form 3800, August 2006      See Reverse for Instructions

Code: 1071147

*Lehigh Valley PA 18002*  
Postmark Here  
JAN 2 2008  
USPS

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

**BLUESTONE INVESTMENTS, INC.**

Plaintiff : No. 07-2114 CD  
vs. :  
**JACK BUSH** : 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.

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  
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 NO CC  
M/11/2008  
JAN 08 2008  
©

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

**BLUESTONE INVESTMENTS, INC.** :  
Plaintiff : No. 07-2114 CD  
vs. :  
**JACK BUSH** : CIVIL ACTION  
Defendant(s) :  
:

**C O M P L A I N T**

The above Plaintiff brings this action against the above Defendant to recover the sum of **\$7,756.80**, with interest thereon as hereinafter stated, upon the following causes of action:

1. Plaintiff, **BLUESTONE INVESTMENTS, INC.**, is a Pennsylvania corporation with a registered address of 3100 Old Carriage Drive, Easton, PA 18045.
2. Defendant, **JACK BUSH**, is an adult individual located at 520 West Main Street, Mahaffey, PA 15757.
3. At the special instance and request of Defendant, Household Finance Consumer Discount Company issued to Defendant a personal loan pursuant to the Loan Repayment and Security Agreement ("Loan Agreement"), a true and correct copy of which is attached hereto, made a part hereof and marked Exhibit "A."
4. For value received, all rights, title and interest of Household Finance Consumer Discount Company in this claim were assigned, transferred and set over to Plaintiff. A true and correct copy of the bill of sale selling and assigning all rights, title and interest in this claim to Plaintiff is attached hereto, made part hereof and marked Exhibit "B."

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

6. Defendant has not adhered to the agreed-upon repayment obligations that govern the Loan Agreement, by reason of which Defendant is in default thereof.

7. A total amount which became due as a result of Defendant's default under the Loan Agreement, after allowance for all proper credits for payments and/or adjustments, if any, was \$5,445.41, as set forth in the statement of Defendant's account attached hereto, made part hereof and marked Exhibit "C."

8. Pursuant to the Loan Agreement, Plaintiff is entitled to receive interest on the above amount determined by applying the agreed interest rate of 18.00% *per annum* to the past due balance. As of January 4, 2008 the total amount of interest due to Plaintiff is \$405.50.

9. Plaintiff is entitled to have the 18.00% interest charge continue to accrue, as set forth above, from January 4, 2008 on down to the date of judgment in this matter.

10. In accordance with the Loan Agreement, Defendant further agreed to pay Plaintiff's reasonable attorneys' fees incurred in the collection of any balance due Plaintiff, which total \$1,905.89.

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

**WHEREFORE**, Plaintiff demands judgment against Defendant for **\$7,756.80** together with the continually accruing interest charge at the agreed rate of 18.00% *per annum* from January 4, 2008, costs of suit and all other relief to which Plaintiff may be entitled.

## **COUNT II**

### **Alternative to Count I - Unjust Enrichment**

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

13. The personal loan services described in the exhibits attached hereto were purchased by Defendant, and Defendant received and accepted the benefit of such services provided by Plaintiff.

14. At all times material hereto, Defendant was aware that Plaintiff was providing the aforesaid personal loan services to Defendant, and that Plaintiff expected to be paid for such.

15. At all times material hereto, Defendant, with the aforesaid knowledge, permitted Plaintiff to provide and/or deliver said personal loan services and to incur damages.

16. At all times material hereto, Defendant was unjustly enriched by retaining the benefit of receiving said personal loan services without paying Plaintiff fair and reasonable compensation.

17. 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 personal loan services described in the exhibits attached hereto, in the amount of \$5,445.41.

**WHEREFORE**, Plaintiff demands judgment against Defendant for **\$5,445.41** together with the continually accruing interest charge at the statutory rate of 6.00% *per annum* from January 4, 2008, costs of suit and all other relief to which Plaintiff may be entitled.

AMATO AND ASSOCIATES, P.C.

By:

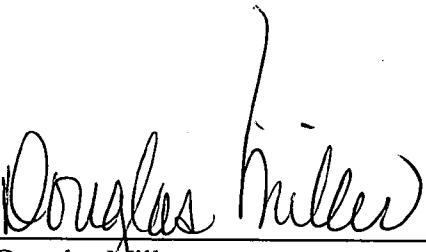


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Ronald Amato, Esq., Atty ID #32323  
Michael J. Kennedy, Esq., Atty ID #72412  
Michael R. Lessa, Esq., Atty ID #88617  
Justin N. Davis, Esq., Atty ID #84464  
Attorneys for Plaintiff  
107 North Commerce Way  
Bethlehem, PA 18017  
(610) 866-0400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

**VERIFICATION**

Douglas Miller, hereby states that he is the Legal Case Manager of Bluestone Investments, Inc., Plaintiff in this action, and verifies that the statements made in the attached Complaint are true and correct to the best of his 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.

  
Douglas Miller  
Douglas Miller

# LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)

## LENDER (called "We", "Us", "Our")

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY  
 2742 OLD ROUTE 220  
 PLANK ROAD COMMONS  
 ALTOONA PA 16601

## BORROWERS (called "You", "Your")

BUSH, JACK L  
 SS# 211545129  
 520 W MAIN ST  
 MAHAFFEY PA 15757

LOAN NO: 710202-380965

DATE OF LOAN 05/03/2004	FIRST PAYMENT DUE DATE 06/03/2004	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 06/03/2008	CONTRACT RATE per year 19.900 %
<b>TOTAL OF PAYMENTS</b> \$ 6,739.20	<b>AMOUNT FINANCED</b> \$ 4,621.90			
<b>TOTAL FINANCE CHARGE</b> \$ 2,117.30	<b>SCHEDULED INTEREST</b> \$ 2,117.30	<b>SERVICE CHARGE</b> \$ .00		<b>OFFICIAL FEES</b> \$ .00
<b>LIFE INS PREMIUM</b> \$ NONE	<b>DISABILITY INS PREMIUM</b> \$ NONE	<b>IUI PREMIUM</b> \$ NONE		<b>PROPERTY INS (PPI)</b> \$ NONE
<b>FIRST INSTALLMENT</b> \$ 140.40	<b>MONTHLY INSTALLMENT</b> \$ 140.40			<b>NON FILING INSURANCE PREMIUM</b> \$ NONE
			<b>TERM PERIOD</b> 48	

**REQUIRED INSURANCE.** You must obtain insurance for term of loan covering security for this loan as indicated below, naming us as Loss Payee:

Title insurance on real estate security.

Fire and extended coverage insurance on real estate security.

Physical damage insurance on vehicle listed under "Security" above if "Y" appears under "Insured".

Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".

You may obtain any required insurance from anyone you choose.

(See "Security" paragraph above for description of security to be insured.)

**NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.**

03-01-00 NRE



#B319280ADA98CEA9000PAB750110\*\*BUSH



## LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

**PAYMENT.** In return for this loan, you will pay us the Total of Payments (the sum of Finance Charges plus Amount Financed), in monthly payments stated on page one. The Finance Charge is the total of Interest plus Service Charge. You may pay more at any time. You will pay us at our business address as stated on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all, or any, Borrowers, but not in a combined amount greater than the amount owed.

**DATE ON WHICH FINANCE CHARGE BEGINS.** Finance Charges begin on the date of disbursement. If this loan is made by mail, the date on which the Finance Charge begins is postponed by the number of days from the date of this Agreement to the date of disbursement. Payment due dates and effective date of any optional insurance purchased are also postponed.

**PAY-OUTS.** You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

**PREPAYMENT.** If you fully pay before final payment due date, the amount you owe will be reduced by unearned Finance Charge (but not Service Charge) determined by the "Rule of 78ths".

**MATURITY.** After the final payment due date stated on page one you will pay interest at the rate of 18% per year.

**SECURITY.** You agree to give us a security interest in the property identified on page one, which will secure all indebtedness, including future advances under this Agreement.

**LATE CHARGE.** If you don't pay any payment in 10 days after it's due, you will also pay 1 1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

**BAD CHECK CHARGE.** We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

**FAILURE TO PAY.** If you don't pay any payment on time or fail to keep any required insurance in force, (a) all your payments may become due at once and without notifying you before bringing suit, we may sue for the total amount you owe less any unearned Finance Charges you would receive if you fully prepaid, and (b) you will also pay our reasonable attorney fees, if the attorney is not our salaried employee, for legal proceedings to collect this loan or realize on security.

**EXCHANGE OF INFORMATION.** You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

**INSURANCE.** Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

**ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS.** The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

**APPLICABLE LAW.** The Pennsylvania Consumer Discount Company Act (CDCA), Title 7, Purdon's Pennsylvania Statutes, governs this loan.

**NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.**

03-01-00 NRE

PAB75012



\*B319280ADA98CEA9000PAB750120\*\*BUSH

\*

ORIGINAL

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

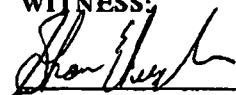
YOU HAVE RECEIVED A COMPLETE  
COPY OF THIS AGREEMENT AND THE  
TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

  
\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

WITNESS:

  
\_\_\_\_\_  
(SEAL)

03-01-00 NRE

PAB75013



\*B319280ADA98CEA9000PAB750130\*BUSH

\*

ORIGINAL

**TRUTH-IN-LENDING DISCLOSURES (Page 1 of 2)**

**LENDER (Called "We", "Our", "Us")**

HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY  
2742 OLD ROUTE 220  
PLANK ROAD COMMONS  
ALTOONA PA 16601

**BORROWERS (Called "You", "Your")**

BUSH, JACK L  
520 W MAIN ST  
MAHAFFEY PA 15757

LOAN NO: 710202-380965

<b>• ANNUAL PERCENTAGE RATE</b> <small>The cost of your credit as a yearly rate.</small>	<b>• FINANCE CHARGE</b> <small>The dollar amount the credit will cost you.</small>	<b>Amount Financed</b> <small>The amount of credit provided to you or on your behalf.</small>	<b>Total of Payments</b> <small>The amount you will have paid after you have made all payments as scheduled.</small>	<b>Date of Loan</b>	
19.900%	\$ 2117.30	\$ 4621.80	\$ 6739.20	05/03/04	
<b>Your payment schedule will be:</b>					
Number of Payments	Amount of Payments		When Payments Are Due		
1	\$ 140.40		06/03/04		
047	\$ 140.40		Day 03	of each month thereafter.	

**Late Charge:** If you don't pay any payment in 10 days after it's due, you will also pay 1 1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

**Prepayment:** If you pay off early, you may be entitled to a refund of part of the Finance Charge. See the contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

**NOTICE: The following page contains additional information.**



\*B319280ADA98FED9000PAB181110\*\*BUSH

\*

ORIGINAL

TRUTH-IN-LENDING DISCLOSURES (Page 2 of 2)

ITEMIZATION OF THE AMOUNT FINANCED

TO: 71020200375344.....	\$ 4420.57
CASH OR CHECK TO BORROWER.....	\$ 201.33
AMOUNT FINANCED.....	\$ 4621.90

11-26-02 NRE TIL

PAB18112



\*B319280ADA98FED9000PAB181120\*\*BUSH

\*

ORIGINAL

Exhibit A

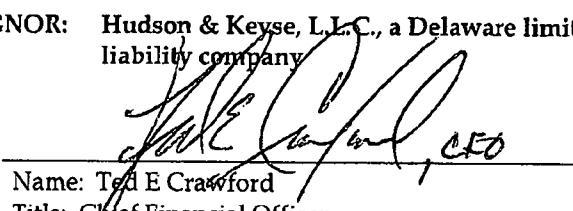
**BILL OF SALE & ASSIGNMENT**

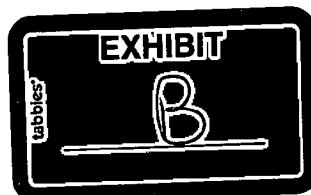
SALE ID: **DB41-272**

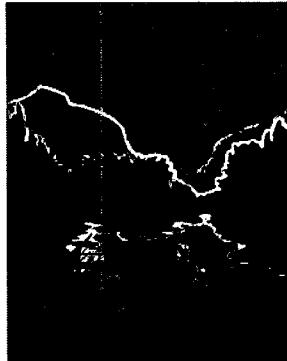
The undersigned Assignor ("Assignor") on and as of the date hereof hereby absolutely sells, transfers, assigns, sets-over, quitclaims and conveys to Blue Stone Investments, ("Buyer") a Pennsylvania corporation ("Assignee") without recourse and without representations or warranties of any type, kind, character or nature, express or implied, except as set forth in the Purchase & Sale Agreement between Assignor and Assignee and dated as of July 27, 2007 (the "Agreement"), and subject to Seller's repurchase rights as set forth in Article V thereof, all of Assignor's right, title and interest in and to each of the accounts identified in the Closing File attached hereto and fully incorporated herein (the "Accounts"), together with the right to all principal, interest or other proceeds of any kind with respect to the Accounts remaining due and owing as of the Cut-Off Date applicable to such Accounts as set forth in the Agreement pursuant to which the Accounts are being sold (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Loans into cash or other liquidated property).

Dated this 31st day of July, 2007

ASSIGNOR: Hudson & Keyse, L.L.C., a Delaware limited  
liability company

  
\_\_\_\_\_  
Name: Ted E Crawford  
Title: Chief Financial Officer



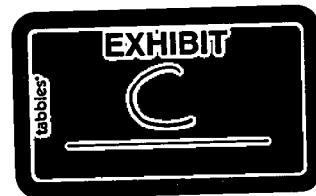


# BLUESTONE INVESTMENTS, INC.

3100 Old Carriage Drive  
Easton, PA 18045

## STATEMENT OF ACCOUNT

CREDITOR NAME:	Bluestone Investments, Inc.
ORIGINAL CREDITOR:	Household Finance Consumer Discount Company
ORIGINAL ACCOUNT #:	71020200380965
DEBTOR NAME:	JACK BUSH
BLUESTONE ACCOUNT #:	1071147
DATE OPENED:	May 3, 2004
DATE LAST PAID:	July 19, 2004
PRINCIPAL:	\$5,445.41
INTEREST:	\$405.50
ATTORNEY'S FEES:	\$1,905.89
INTEREST RATE:	18.00%
TOTAL:	\$7,756.80



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-04**

MDJ Name: Hon.

**JAMES L. HAWKINS**

Address: **251 SPRING ST  
PO BOX 362  
HOUTZDALE, PA**

Telephone: **(814) 378-7160**

**16651-0362**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**BLUESTONE INVESTMENTS, INC.**

NAME and ADDRESS

**107 N. COMMERCE WAY  
BETHLEHEM, PA 18017**

VS.

DEFENDANT:

**BUSH, JACK  
520 WEST MAIN ST  
MAHAFFEY, PA 15757**

NAME and ADDRESS

**JAMES L. HAWKINS  
251 SPRING ST  
PO BOX 362  
HOUTZDALE, PA 16651-0362**

Docket No.: **CV-0000133-07**  
Date Filed: **10/11/07**



*07-2114-CD*

**THIS IS TO NOTIFY YOU THAT:**

**FOR DEFENDANT**

Judgment: \_\_\_\_\_ (Date of Judgment) **12/12/07**

<input checked="" type="checkbox"/> Judgment was entered for: (Name) <b>BUSH, JACK</b>	Amount of Judgment \$ <b>.00</b>
<input checked="" type="checkbox"/> Judgment was entered against: (Name) <b>BLUESTONE INVESTMENT, S, INC.</b>	
<input type="checkbox"/> Defendants are jointly and severally liable.	Judgment Costs \$ <b>.00</b>
<input type="checkbox"/> Damages will be assessed on Date & Time _____	Interest on Judgment \$ <b>.00</b>
<input type="checkbox"/> This case dismissed without prejudice.	Attorney Fees \$ <b>.00</b>
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____	Total \$ <b>.00</b>
<input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____	Post Judgment Credits \$ _____
	Post Judgment Costs \$ _____
	<b>Certified Judgment Total \$ _____</b>

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 JUDGMENT 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.

**FILED**  
*12/12/07*  
**JAN 10 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

*12-12-07* Date *James L. Hawkins*, Magisterial District Judge

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

*1-8-07* Date *James L. Hawkins*, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-07

DATE PRINTED: **12/12/07 10:22:00 AM**

# CIVIL/LANDLORD TENANT WORKSHEET



Case Name: **BLUESTONE INVESTMENT, S, INC.** Docket No.: **CV-0000133-07**  
**VS BUSH, JACK**

Hearing Date: **12/12/07**

Hearing Time: **10:00 A**

Cross Complaint Filed (Date): \_\_\_\_\_ Cross Complaint Amount: \$ \_\_\_\_\_

Defendant intends to defend (Date): **11/13/07**  Stayed on (Date): \_\_\_\_\_

Plaintiff so notified (Date): **11/13/07**  Stayed until further notice.

Hearing was held on (Date): **12 - 12 - 07**  Defendant appeared at hearing:

Defendant did not appear.  Not represented.

Plaintiff did not appear.  Represented by: \_\_\_\_\_

Residential Lease?  Y  N

## DISPOSITION

Judgment for plaintiff: \_\_\_\_\_

Judgment for defendant: **Jack Bush** (Name) \_\_\_\_\_

Judgment entered on (Date): **12 - 12 - 07** Notice of judgment given on (Date): **Please mail**

The amount of rent per month as established by the Magisterial District Judge, is \$ \_\_\_\_\_

The total amount of the Security Deposit is \$ \_\_\_\_\_

Total Amount Established by MDJ Less	Security Deposit Applied	= Adjudicated Amount
Rent in Arrears	\$ _____	= \$ _____
Physical Damages Leasehold Property	\$ _____	= \$ _____
Damages/Unjust Detention	\$ _____	= \$ _____

Less Amt. Due Defendant from Cross Complaint	- \$ _____	= \$ _____
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127	Interest (if provided by lease)	\$ _____
<input type="checkbox"/> Defendants are jointly and severally liable.	Amount of Judgment	\$ <b>0</b>
<input type="checkbox"/> Possession granted.	Judgment Costs	\$ _____
<input type="checkbox"/> Possession not granted.	Attorney Fees	\$ _____
<input type="checkbox"/> Grant Possession if money Judgment is not Satisfied by time of eviction.	Total Judgment	\$ _____

- Order for Possession Requested
- Order for Possession Issued
- Order for Possession Reissued
- Appeal Filed
- Supersedeas Attached
- Supersedeas Terminated
- Dismissed without prejudice (Date): \_\_\_\_\_
- Transferred to (Date): \_\_\_\_\_
- Settled (Date): \_\_\_\_\_
- Damages will be assessed on (Date): \_\_\_\_\_ (Time): \_\_\_\_\_
- Levy is stayed for \_\_\_\_\_ days, or
- Objection to Levy has been filed and a hearing will be held on (Date): \_\_\_\_\_ (Time): \_\_\_\_\_
- Objection to levy denied; sale to be rescheduled

Judgment and cost satisfied (Date): \_\_\_\_\_  
 (By whom notified): \_\_\_\_\_

Continued to (Date): \_\_\_\_\_ (Time): \_\_\_\_\_

At the request of:

Plaintiff

Defendant

Withdrawn (Date): \_\_\_\_\_

Notice of continuance given on (Date): \_\_\_\_\_

generally stayed.

**FINAL DISPOSITION MADE BY:**

**James S. Hagan**  
 (Magisterial District Judge)

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: CLEARFIELD

CIVIL COMPLAINT

Magisterial District No.: **46-3-04 (Clearfield)**

MDJ Name: Hon. **James L. Hawkins**

Address: **251 Spring Street  
Houtzdale, PA 16651**

Telephone: **814/378-7160**

PLAINTIFF: NAME and ADDRESS

**BLUESTONE INVESTMENTS, INC.**

c/o Amato and Associates, P.C.  
107 North Commerce Way, Bethlehem, PA 18017  
(610) 866-0400

VS

DEFENDANT: NAME and Address

**JACK BUSH**

520 West Main Street, MAHAFFEY PA 15757

	AMOUNT	DATE PAID
FILING COSTS	\$ <u>192.50</u>	<u>10/11/07</u>
POSTAGE	\$ _____	/ /
SERVICE COSTS	\$ _____	/ /
CONSTABLE ED.	\$ _____	/ /
TOTAL	\$ _____	/ /

Docket No: **CV-133-07**

Date Filed: **10-11-07**



Pa.R.C.P.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

**TO THE DEFENDANT:** The above named Plaintiff(s) asks judgment against you for \$8,000.00 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

At the request of Defendant, Household Financial Consumer Discount Company extended credit, a loan and/or financing to Defendant. For value received, Household Financial Consumer Discount Company assigned all of its rights, title and interest in said account to Plaintiff. Defendant defaulted in the repayment terms of the extension of credit, loan and/or financing. As a result, the above amount, as itemized below, is due. Despite demand by Plaintiff, Defendant has failed and/or refused to pay any part thereof. PRINCIPAL \$5,445.41, plus INTEREST of \$2,062.39, plus COLLECTION CHARGES of \$1,361.35 for a TOTAL DUE of \$8,000.00.

I, Michael Lessa, Attorney for Plaintiff, ID #88617 verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read "Michael C." followed by a stylized cursive signature.

(Signature of Plaintiff or Authorized Agent)

Plaintiff's Attorney: **Attorney File Number: 1071147**

Attorney: Amato and Associates, P.C.

Telephone: (610) 866-0400 FAX 610-866-9155

Address:

107 North Commerce Way  
Bethlehem, PA 18017

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD SO NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

AOPC 308A-05

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

**BLUESTONE INVESTMENTS, INC.**

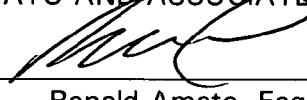
Plaintiff : No. 07-2114 CD  
vs. :  
**JACK BUSH** : CIVIL ACTION  
Defendant(s) :

**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 January 14, 2008:

Jack Bush  
520 West Main Street  
MAHAFFEY PA 15757

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  
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 *ICC Att'y.*  
m/12:25pm  
JAN 25 2008  
*WAM*

William A. Shaw  
Prothonotary/Clerk of Courts

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

BLUESTONE INVESTMENTS, INC.

Plaintiff : No. 07-2114 CD  
vs. :  
: CIVIL ACTION  
: Defendant :  
:

JACK BUSH

FILED  
m 1:50pm  
FEB 25 2008  
1CC Notice  
to Def.  
William A. Shaw  
Prothonotary/Clerk of Courts  
Statement to  
Atty

PRAECIPE FOR JUDGMENT

TO THE PROTHONOTARY, CLEARFIELD COUNTY:

Kindly enter judgment by default for want of an answer in favor of Plaintiff and against the above-named defendant(s) only and assess damages as follows:

Debt	\$7,756.80
Interest (from January 4, 2008 to February 15, 2008 at 18.00% per annum)	116.35
Payments	
Total	\$7,873.15

I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.

Pursuant to RCP 237.1, I certify that a copy of the annexed written notice(s) of intention to file this praecipe was mailed or delivered to all parties against whom judgment is to be entered and to their attorney of record, if any, after the default occurred, and at least ten days prior to the date of filing of this praecipe. Please note that said notice was mailed to all parties on February 5, 2008.

Dated: 2008

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  
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

1071147

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

**BLUESTONE INVESTMENTS, INC.**

Plaintiff : No. 07-2114 CD  
vs. :  
**JACK BUSH** : CIVIL ACTION  
Defendant :  
:

**CERTIFICATION OF ADDRESSES**

I do certify that the precise last known address of the within named plaintiff is:

C/o Ronald Amato, Esquire  
107 North Commerce Way  
Bethlehem PA 18017

I do certify that the precise last known address of the within named defendant is:

520 West Main Street  
MAHAFFEY PA 15757

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  
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

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

**BLUESTONE INVESTMENTS, INC.**

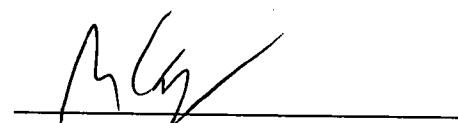
Plaintiff : No. 07-2114 CD  
vs. :  
**JACK BUSH** : CIVIL ACTION  
Defendant(s) :  
:

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF NORTHAMPTON :

The undersigned, being duly sworn, according to law, deposes and says that he is unable to determine whether or not the above Defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of The Servicemembers Civil Relief Act;

That Jack Bush is over 18 years of age, resides at 520 West Main Street, MAHAFFEY PA 15757 and is employed;



Sworn to and subscribed  
before me this 20 day  
of Feb 2008 A.D.

  
NOTARY PUBLIC

<b>NOTARIAL SEAL</b> GEOFFREY G SCHOENECK Notary Public HANOVER TOWNSHIP, NORTHAMPTON CNTY My Commission Expires Mar 29, 2008
---

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

**BLUESTONE INVESTMENTS, INC.**

Plaintiff : No. 07-2114 CD  
vs.  
**JACK BUSH**  
Defendant(s)

TO: Jack Bush  
520 West Main Street  
MAHAFFEY PA 15757

Date of Notice: February 5, 2008

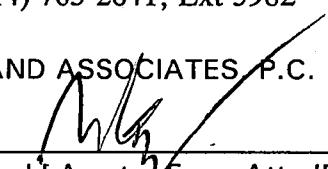
**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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. Meholic, 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  
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

Attorney File# 1071147

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

## **BLUESTONE INVESTMENTS, INC.**

Plaintiff : No. 07-2114 CD

vs.

## JACK BUSH

## CIVIL ACTION

**Defendant**

## NOTICE OF JUDGMENT



## PROTHONOTARY - CLEARFIELD COUNTY

If you have any questions concerning the above, please contact the undersigned.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

COPY

Bluestone Investments, Inc.  
Plaintiff(s)

No.: 2007-02114-CD

Real Debt: \$7,873.15

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jack Bush  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 25, 2008

Expires: February 25, 2013

Certified from the record this 25th day of February, 2008.



\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney