

08-128-CD

Midland Funding vs C. Passmore

Burton Neil & Associates, P.C.
By: Derek C. Blasker, Esquire ID. NO. 202150
1060 Andrew Drive, Suite 170
West Chester, PA 19380
(610) 696-2120

Attorney for Plaintiff

MIDLAND FUNDING LLC
8875 Aero Drive Suite 200, San Diego CA 92123
Plaintiff
v.
CONNIE J. PASSMORE
6083 Curwensville Tyrone Hwy, Olanta PA 16863
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 08-128-CD
: CIVIL ACTION - LAW

Complaint - 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 (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 claim set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. 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.

LAWYER REFERENCE AND INFORMATION SERVICE

David S. Meholic0.

Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830

Telephone No. 814-765-2641 Ext. 5982

FILED Atty pd
2/1/2000 \$95.00
JAN 28 2000
LPC
1CC Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

87785

Burton Neil & Associates, P.C.
By: Derek C. Blasker, Esquire ID. NO. 202150
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

MIDLAND FUNDING LLC
8875 Aero Drive Suite 200, San Diego CA 92123
Plaintiff

v.

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA

CONNIE J. PASSMORE
6083 Curwensville Tyrone Hwy, Olanta PA 16863
Defendant

: NO.
: CIVIL ACTION - LAW

Complaint

1. The plaintiff is Midland Funding LLC, a business corporation, with place of business located at 8875 Aero Drive, Suite 200, San Diego, CA 92123.

2. The defendant is Connie J Passmore, who resides at 6083 Curwensville Tyrone Hwy, Olanta, Clearfield County, Pennsylvania.

3. On or about January 22, 2000, defendant entered into a Loan Repayment & Security Agreement with Beneficial Consumer Discount Company ("Beneficial"), for their personal use. At that time Beneficial issued loan number 71172300553001. A true and correct copy of the defendant's Loan Repayment and Security Agreement is attached hereto, marked Exhibit A and incorporated herein by reference.

4. Truth-in-Lending Disclosures were issued to defendant on or about January 22, 2000, providing defendant with a payment schedule and an itemization of the amount financed. The truth-in-lending disclosures is attached hereto, marked Exhibit B and incorporated herein by reference.

5. Defendant last made payment on the account, on or about January 30, 2004.

6. Plaintiff purchased the defendant's account and is now the holder and owner of the

account

7. Although demand has been made by plaintiff upon defendant to pay the sum of \$8,972.17, the defendant failed and refused to pay all or any part thereof.

WHEREFORE, Plaintiff demands judgment against defendant in the sum of \$8,972.17, the costs of this action.

Burton & Neil & Associates, P.C.

By: 

Derek C. Blasker, Esquire
Attorneys for Plaintiff

In making this communication, we advise that Burton Neil & Associates, PC is a debt collector.

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)

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

BENEFICIAL CONSUMER DISCOUNT COMPANY
90 BEAVER DRIVE
SUITE 114 C
DUBOIS PA 15801

BORROWERS (called "You", "Your")

PASSMORE, CONNIE J
SS# 195409551
RR 1 BOX 94
OLANTA PA 16863

LOAN NO: 711723-553001

DATE OF LOAN 12/22/2000	FIRST PAYMENT DUE DATE 01/22/2001	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 12/22/2005	CONTRACT RATE (per year) 25.698 %
TOTAL OF PAYMENTS \$ 12,220.20	AMOUNT FINANCED \$ 6,693.31			
TOTAL FINANCE CHARGE \$ 5,526.89	SCHEDULED INTEREST \$ 5,376.89	SERVICE CHARGE \$ 150.00		OFFICIAL FEES \$.00
LIFE INS PREMIUM \$ 241.59	DISABILITY INS PREMIUM \$ 525.47	IUI PREMIUM \$ 483.92		
			PROPERTY INS (PPI) \$ 221.85	
FIRST INSTALLMENT \$ 203.67	MONTHLY INSTALLMENT \$ 203.67			NON FILING INSURANCE PREMIUM \$.00 NONE
			TERM PERIOD 60	

YOU ARE GIVING US A SECURITY INTEREST COVERING:

INSURED	YEAR	DESCRIPTION	MAKE/MODEL	SERIAL NUMBER
Y		PERSONAL PROPERTY EXHIBIT 1		

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



PAB75011

*P088B0865199CEA9000PA8750110**PASSMORE

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ORIGINAL
EXHIBIT A

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.

PAYOUTS. You agree to payouts of Amount Financed as shown on Truth-In-Lending disclosure form. If payouts 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 payouts.

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



*P088B0865199CEA9000PAB750120**PASSMORE

*

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:

Connie J. Passmore (SEAL)

_____ (SEAL)

_____ (SEAL)

WITNESS:

Cathy Kocher _____



ARBITRATION RIDER
(Page 1 of 2)

This Arbitration Rider is signed as part of your Agreement with Lender and is made a part of that Agreement. By signing this Arbitration Rider, you agree that either Lender or you may request that any claim, dispute, or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, and third party claims, arising from or relating to this Agreement or the relationships which result from this Agreement, including the validity or enforceability of this arbitration clause, any part thereof or the entire Agreement ("Claim"), shall be resolved, upon the election of you or us, by binding arbitration pursuant to this arbitration provision and the applicable rules or procedures of the arbitration administrator selected at the time the Claim is filed. The party initiating the arbitration proceeding shall have the right to select one of the following three arbitration administrators: the National Arbitration Forum ("NAF"), the American Arbitration Association ("AAA") or JAMS/Endispute ("JAMS"). The arbitrator shall be a lawyer with more than ten years experience or a retired or former judge. The arbitrator shall be independent of and unrelated to you or Lender. The rules and forms of the NAF, AAA and JAMS may be obtained by writing to or calling these organizations at the addresses and/or telephone numbers listed below. Our address for the Service of process under this provision is P.O. Box 1547, Chesapeake, VA 23320.

Any participatory arbitration hearing that you attend will take place in the city nearest to your residence where a federal district court is located or at such other location as agreed by the parties.

If Lender files a Claim, Lender shall pay all the filing costs. If you file a Claim, the filing costs shall be paid as follows: (a) Lender agrees to pay for the initial cost of the filing the Claim up to the maximum amount \$100.00; (b) for the filing costs over \$100.00, such additional cost shall be divided equally between us up to the amount charged by the arbitration administrator for a Claim equal to your loan amount; and (c) all costs over the amount charged by the arbitration administrator for a Claim equal to your loan amount shall be paid by you. The cost of up to one full day of arbitration hearings will be shared equally between us. Fees for hearings that exceed one day will be paid by the requesting party. We shall each bear the expense of our respective attorney's fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, or the fees paid to the arbitration administrator, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary contained herein. If the arbitrator issues an award in our favor you will not be required to reimburse us for any fees we have previously paid to the arbitration administrator or for which we are responsible.

This Arbitration Rider is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 - 16 (the "FAA"). The Arbitrator shall apply applicable substantive law consistent with the FAA, including laws concerning reception, rejection and consideration of evidence, and shall provide written reasoned findings of fact and conclusions of law. The Arbitrators award shall not be subject to appeal except as permitted by the FAA. The parties agree that the award shall be kept confidential. Judgement upon the award may be entered in any court having jurisdiction. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding.

The Arbitrator shall be empowered to impose sanctions and to take such other actions as the Arbitrator deems necessary to the same extent as could be imposed by a judge pursuant to the Federal Rules of Civil Procedure.

This Arbitration Rider shall survive repayment of your loan and/or termination of the Agreement. If any portion of this Arbitration Rider is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Rider of the Agreement. In the event of a conflict or inconsistency between the rules and procedures of the arbitration administrator and this Arbitration Rider, this Arbitration Rider shall govern. No class actions or joinder or consolidation of any Claim with the claim of any other person are permitted in arbitration without the written consent of you and us.

No provision of, nor the exercise of any rights under this Arbitration Rider shall limit the right of any party during the pendency of any Claim, to seek and use ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, protecting or foreclosing upon any property involved in any Claim or subject to the loan documents. The use of the courts shall not constitute a waiver of the right of any party, including the plaintiff, to submit any Claim to arbitration nor render inapplicable the compulsory arbitration provisions contained in this Arbitration Rider.



ARBITRATION RIDER
(Page 2 of 2)

THE PARTIES ACKNOWLEDGE THAT THEY HAD A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF EITHER PARTY ELECTS ARBITRATION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY EITHER PARTY.

You may contact, obtain the arbitration rules of, or file a Claim with NAF, AAA, or JAMS as follows:

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405
(800) 474-2371
www.arb-forum.org
Code of Procedure

American Arbitration Association
1150 Connecticut Ave, NW, 6th Floor
Washington, DC 20036-4104
(800) 925-0155
www.adr.org
Arbitration Rules for Consumer
Related Disputes (Claims
under \$10,000). Commercial
Arbitration Rules (all other claims).

J.A.M.S./Endispute
700 11th St., NW, Suite 450
Washington, DC 20001
(800) 352-5267
www.jamsadr.com
Financial Services
Arbitration Rules and
Procedures.

Borrower: Connie J. Passmore

Borrower: _____

Print Name: Connie J. Passmore

Print Name: _____

By: Jackie Kocher
LENDER

Date: 12/22/00



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

LENDER (Called "We", "Our", "Us")
 BENEFICIAL CONSUMER DISCOUNT COMPANY
 90 BEAVER DRIVE
 SUITE 114 C
 DUBOIS PA 15801

BORROWERS (Called "You", "Your")

PASSMORE, CONNIE J
 RR 1 BOX 94
 OLANTA PA 16863

LOAN NO: 711723-553001

• ANNUAL PERCENTAGE RATE <small>The cost of your credit as a yearly rate.</small>	• FINANCE CHARGE <small>The dollar amount the credit will cost you.</small>	Amount Financed <small>The amount of credit provided to you or on your behalf.</small>	Total of Payments <small>The amount you will have paid after you have made all payments as scheduled.</small>	Date of Loan				
26.821%	\$ 5526.89	\$ 6693.31	\$ 12220.20	12/22/00				
Your payment schedule will be:								
Number of Payments	Amount of Payments	When Payments Are Due						
1	\$ 203.67	01/22/01						
059	\$ 203.67	Day 22	of each month thereafter. "e"					
SECURITY: YOU ARE GIVING US A SECURITY INTEREST IN: PERSONAL PROPERTY EXHIBIT 1								
<u>Late Charge:</u> 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).								
<u>Prepayment:</u> 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.								
<u>"e"</u> means an estimate								

NOTICE: The following page contains additional information.

12-13-99 NRE TIL

PAB18101



*P088B0865199FED9000PAB181010**PASSMORE

ORIGINAL
EXHIBIT

B

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

ITEMIZATION OF THE AMOUNT FINANCED

TO: CONNIE PASSMORE.....	\$ 219.95
CREDIT LIFE INSURANCE (PAID TO INSURANCE COMPANY).....	\$ 241.59
CREDIT DISABILITY INSURANCE (PAID TO INSURANCE COMPANY).....	\$ 525.47
CREDIT INVOLUNTARY UNEMPLOYMENT INSURANCE (PAID TO INSURANCE COMPANY).....	\$ 483.92
CREDIT PROPERTY INSURANCE(PAID TO INSURANCE COMPANY).....	\$ 221.85
CASH OR CHECK TO BORROWER.....	\$ 5000.53
PREPAID FINANCE CHARGE.....	\$ 150.00
AMOUNT FINANCED (EXCLUDING PREPAID FINANCE CHARGE).....	\$ 6693.31

12-13-99 NRE TIL

PAB18102



*P08880865199FED9000PAB181020**PASSMORE

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ORIGINAL

Verification

I, Nicole VanDerSchaaf, am an employee of Midland Credit Management, Inc. which is by contract the servicer for plaintiff Midland Funding LLC retained to collect delinquent debt. I am authorized to make this verification pursuant to a servicing agreement from plaintiff to Midland Credit Management, Inc. The foregoing averments of fact in the within pleading are true and correct to the best of my knowledge, information and belief. I understand that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to the authorities.

Date: 12/19/07

✓ 
Nicole VanDerSchaaf

Connie J Passmore
71172300553001

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

MIDLAND FUNDING LLC

Plaintiff

*

No. 08-128-CD

vs.

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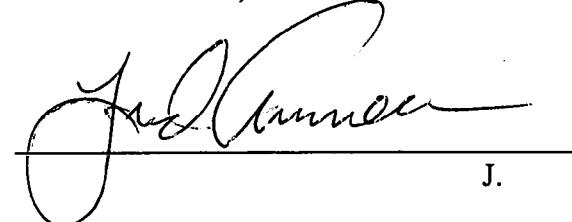
CONNIE J. PASSMORE,

Defendant

ORDER OF COURT

AND NOW, this 28 day of Feb, 2008, upon consideration of Preliminary Objections filed by Defendant, Connie J. Passmore, to the Complaint filed in the above matter, it is hereby ordered that Argument shall be held on April 8, 2008 at 11:00 A.m. in Courtroom No. 1 of the Clearfield County Courthouse.

BY THE COURT,



J.

FILED 2cc
014-00BDI Atty Durant
FEB 28 2008
GD

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2/28/08

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:

FILED

FEB 28 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

MIDLAND FUNDING LLC

Plaintiff

*
*
*
*
*

No. 08-128-CD

vs.

CONNIE J. PASSMORE,

Defendant

PRELIMINARY OBJECTIONS

FILED ON BEHALF OF
Defendant,

COUNSEL OF RECORD FOR
THIS PARTY:

TIMOTHY E. DURANT, ESQ.
Pa. I.D. No. 21352
201 North Second Street
Clearfield, PA 16830
(814) 765-1711 Telephone

OPPOSING COUNSEL: for plaintiff

DEREK BLASKER, ESQUIRE
Pa. I.D. # 202150
Burton, Neil & Associates, P.C.
1060 Andrew Drive, Suite 170
West Chester, PA 19380
(610) 696-2120

FILED *sec*
03-5467 *Atty Shaw*
FEB 25 2008

W.A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts

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

MIDLAND FUNDING LLC

Plaintiff

*

No. 08-128-CD

vs.

CONNIE J. PASSMORE,

Defendant

*

*

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To: MIDLAND FUNDING LLC
c/o Derek Blasker, Esquire
Burton, Neil & Associates, P.C.
1060 Andrew Drive, Suite 170
West Chester, PA 19380

NOTICE TO PLEAD

You are hereby notified to file a written response to the enclosed Preliminary Objections
within twenty (20) days from service hereof or a judgment may be entered against you.



Timothy E. Durant, Esquire, Attorney for
Defendant, CONNIE J. PASSMORE
201 North Second Street
Clearfield, PA 16830
(814) 765-1711

Dated: 2/25/08

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

MIDLAND FUNDING LLC		*
	Plaintiff	*
vs.		*
		*
		*
CONNIE J. PASSMORE,		*
	Defendant	*

PRELIMINARY OBJECTIONS
COUNT I - DEMURRER

Defendant/Petitioner, CONNIE J. PASSMORE by her counsel, Timothy E. Durant, files these Preliminary Objections to the Plaintiff's Complaint on the following basis:

1. Petitioner is CONNIE J. PASSMORE, Defendant in the above-captioned case.
2. Respondent is MIDLAND FUNDING LLC, Plaintiff in the above-captioned case and believed to be some type of collection agency.
3. Plaintiff commenced an action for \$8,972.17 against Defendant as a result of an alleged default involving a Loan Repayment & Security Agreement with Beneficial Consumer Discount Company, said in Exhibit "A" of the Complaint to be loan No. 711723-553001.
4. Plaintiff has alleged a purchase of the Defendant's account from Beneficial Consumer Discount Company but has failed to attach any document or written instrument to evidence Plaintiff's rights or verify such an assignment.
5. If Plaintiff is the owner of such rights as permit it to sue as holder of or successor to the interests of Beneficial Consumer Discount Company as to this particular contract or any Beneficial Consumer Discount Company contract it must allege whether such right is based upon

a written or oral contract and if written it must be attached as an exhibit.

6. Plaintiff has failed to state a specific date that the Defendant last paid on the account only averring that the Defendant's last payment on the account was "*on or about January 30, 2004*".

WHEREFORE the Petitioner requests this Court strike the Complaint for failure to comply with Pa.R.C.P. Nos. 1019(f) and 1028 (a)(6) and for failure to prove a case on which it may recover.

COUNT II - FAILURE TO CONFORM TO RULE OF COURT

7. Paragraphs 1 through 6 are incorporated by reference.

8. Pursuant to Pa Rules of Civil Procedure, Rule 1019(h), any claim which is based upon an agreement must state in the pleading specifically whether the agreement is oral or written.

9. Pursuant to Pa Rules of Civil Procedure, Rule 1019(i), copies of a writing "shall be" attached to the Amended Complaint.

WHEREFORE the Petitioner requests this Court strike the Complaint for failure to comply with Pa.R.C.P. Nos. 1019(h) and 1019(i).

COUNT III - MOTION FOR MORE SPECIFIC PLEADING

In the alternative, if the Court does not dismiss or strike the Complaint, Defendant pray for the relief stated hereafter:

10. Paragraphs 1 through 9 are incorporated by reference.

11. The Complaint contains no statement of any date upon which any payment was made by Defendant.

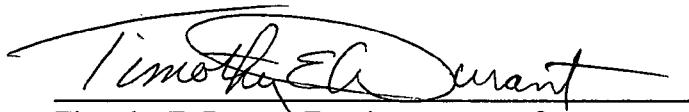
12. Plaintiff recites in conclusionary fashion that a balance of \$8,972.17 is due from

Defendant without recitation or allegation of any allowance for payments made and when and how much they were. No documents or calculations are proffered by Plaintiff to support the allegation of how much is presently actually due.

13. Defendant is unable to respond to the Complaint as presented due to its vagueness and insufficient specificity.

WHEREFORE pursuant to Pa.R.C.P. No 1028(3) and in the alternative to dismissing or striking the Complaint as requested above, Defendant request that this Court order a timely, more specific pleading, in the absence of which the said Complaint shall be dismissed with prejudice.

Respectfully submitted,



Timothy E. Durant
Timothy E. Durant, Esquire, Attorney for
Defendant CONNIE J. PASSMORE

DATE: February 25, 2008

VERIFICATION

I, **CONNIE J. PASSMORE**, verify that the statements made in this Pleading are true and correct to the best of my knowledge, information and belief. Respondent understands that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.



CONNIE J. PASSMORE, Defendant

Dated: 2/25/08

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

MIDLAND FUNDING LLC

Plaintiff

*

No. 08-128-CD

vs.

CONNIE J. PASSMORE,

Defendant

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AFFIDAVIT OF SERVICE

MICHAEL LUONGO, certifies that on February 29, 2008 he did deposit in the United States mail a true and correct copy of the Order for argument on the Preliminary Objections filed on behalf of Defendant, CONNIE J. PASSMORE in the above captioned matter.

The said Order was sent to, MIDLAND FUNDING, LLC, Plaintiff, in care of its counsel, DEREK BLASKER, Esquire, Burton, Neil & Associates, P.C., 1060 Andrew Drive, Suite 170, West Chester, PA 19380.

Affiant understands that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Michael Luongo
Michael Luongo

Dated: February 29, 2008

FILED
01/15/2008
FEB 29 2008
NOCC
FEB 29 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MIDLAND FUNDING LLC
8875 Aero Drive Suite 200
San Diego CA 92123

Plaintiff(s)

V.

CONNIE J. PASSMORE
6083 Curwensville Tyrone Hwy
Olanta PA 16863

Defendant(s)

CIVIL DIVISION, ARBITRATION AND STATUTORY APPEALS ONLY

CASE NO. 08-128-CD

TYPE OF PLEADING: Praecipe
to Settle, End & Discontinue

CODE AND CLASSIFICATION:

FILED ON BEHALF OF: Plaintiff
Midland Funding LLC

(Name of Party, indicate plaintiff or defendant)

NAME, ADDRESS AND TELEPHONE OF:

X Counsel of Record
Individual, if pro se

Derek C. Blasker, Esquire
Burton Neil & Associates, P.C.
1060 Andrew Drive, Suite 170
West Chester, PA 19380
Telephone: 610-696-2120
email: litigation@burt-law.com

Attorney's State ID# 202150

Attorney's Firm ID#

(Signature)

FILED 1CC41 Cert of
3/11/40 LM issued to
APR 9 2008 Atty Blasker
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Midland Funding LLC

Vs.
Connie J. Passmore

No. 2008-00128-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 April 9, 2008, marked:

Settled, Ended and Discontinued

Record costs in the sum of \$95.00 have been paid in full by Derek C. Blasker Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 9th day of April A.D. 2008.



lm

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103685
NO: 08-128-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: MIDLAND FUNDING LLC
vs.
DEFENDANT: CONNIE J. PASSMORE

SHERIFF RETURN

NOW, February 05, 2008 AT 10:33 AM SERVED THE WITHIN COMPLAINT ON CONNIE J. PASSMORE DEFENDANT AT RESIDENCE 6083 CURWENSVILLE TYRONE HWY., OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROBERT PASSMORE, SON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
02/25/08
MAY 21 2008
WAS
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	NEIL	012325	10.00
SHERIFF HAWKINS	NEIL	012325	29.11

Sworn to Before Me This

____ Day of _____ 2008

So Answers,

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