

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSGA, LLC
2200 Fletcher Avenue, 5th Floor
Fort Lee, NJ 07024

Plaintiff

v.

Susan Zortman
313 Marron Rd
Curwensville, PA 16833-8128

Defendant

: CIVIL ACTION - LAW

: NO. 08-582-CD

NOTICE TO DEFEND

YOU have been sued in Court. If you wish to defend against the claim 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 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. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR

Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 x.50-51

BRONSON & MIGLIACCIO, LLP

FILED

MAR 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

ICC Atty
ICC Sheriff

(S)

Atty fee 95.00

By: Jordan W. Felzer, Esquire
Attorney ID # 38670
jfelzer@lobmlaw.com
Three Neshaminy Interplex, Suite 301
Trevose, PA 19053
Telephone (800) 834-4066

CIVIL ACTION - COMPLAINT

Plaintiff, CSGA, LLC, as Assignee of HOUSEHOLD BANK, by and through its attorneys, Bronson and Migliaccio, LLP, represents as follows:

1. Plaintiff, CSGA, LLC, is a limited liability company organized and existing under the laws of the State of New York with a principal place of business at 2200 Fletcher Avenue, 5th Floor, Fort Lee, NJ 07024.

2. Defendant, Susan Zortman, is an adult individual residing at 313 Marron Rd, Curwensville, Pennsylvania 16833-8128.

3. Plaintiff, CSGA, LLC purchased certain accounts by which it is the lawful successor in interest to HOUSEHOLD BANK , and thereby possesses all rights pertaining thereto, including all rights to an account belonging to Defendant, as more specifically described below.

COUNT I – BREACH OF CONTRACT CSGA, LLC v. Susan Zortman

4. Defendant utilized an extension of credit made available by HOUSEHOLD BANK, bearing account 5480420004518443, whereby Defendant would from time to time be advanced credit for purchases or expenditures in exchange for the promise to repay funds so utilized at an agreed upon rate of interest. All of the above was done at the specific request therefore by the Defendant.

5. There is a principal balance due and owing on the account in the amount of **\$5,027.16** plus accrued interest. A statement of account is attached hereto and marked as Exhibit “A” and is incorporated herein by reference.

6. There is an interest balance due and owing on the account in the amount of **\$3,085.44**. A statement of account is attached hereto and marked as Exhibit “A” and is incorporated herein by reference.

7. Plaintiff has made demand upon the Defendant for payment. More specifically, a written demand was made at least thirty (30) days prior to the filing of this Complaint.

8. Defendant is in breach of the terms of the agreement for the extension of credit and has neglected and refused to pay the outstanding balance. No recent payments have been received on the account.

WHEREFORE, Plaintiff CSGA, LLC respectfully requests judgment against the Defendant, Susan Zortman, in an amount not exceeding the limits for mandatory arbitration, as follows:

- a. The principal sum of \$5,027.16, plus;
- b. Interest accrued in the amount of \$3,085.44;
- c. Costs and interest at the legal rate; or
- d. For such other and further relief as this Court deems just and proper.

COUNT II – UNJUST ENRICHMENT
CSGA, LLC v. Susan Zortman


9. Plaintiff hereby incorporates paragraphs one through eight above as though more fully set forth at length hereinafter.

10. The principal balance of \$5,027.16 represents the reasonable value of goods and services, the benefit of which is inured to the Defendant at the expense of HOUSEHOLD BANK, creating an equitable claim which Plaintiff now holds as successor in interest.

11. The balance of \$3,085.44 represents interest accrued as of the date of this filing.

WHEREFORE, Plaintiff CSGA, LLC respectfully requests judgment against the Defendant, Susan Zortman, in an amount not exceeding the limits for mandatory arbitration, as follows:

- a. The principal sum of \$5,027.16, plus;
- b. An amount of interest on the principal balance equal to the legal rate and running from the date the account was closed by the Original Creditor until present, representing the time-value of money on the credit extension utilized by the Defendant.
- c. Costs and interest at the legal rate going forward from today; or
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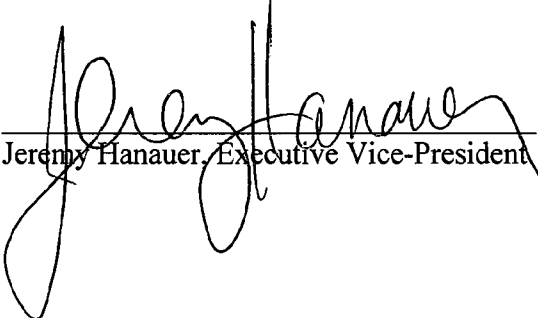
BROWNSON & MIGLIACCIO, LLP
Attorneys for Plaintiff
By: Jordan W. Felzer, Esq., ID# 38670
jfelzer@lobmlaw.com
Three Neshaminy Interplex
Suite 301
Trevose, PA 19053
(800) 834-4066

VERIFICATION

I, **Jeremy Hanauer**, in my capacity as a Corporate Officer of CSGA, L.L.C., verify that the averments of fact contained in the foregoing ***Complaint*** are true and correct to the best of my knowledge information and belief. This statement is made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

CSGA, LLC

Date: 1-24-08



Jeremy Hanauer, Executive Vice-President

ACCOUNT INFORMATION REPORT

ACCOUNT#: 13539143060703257

FINANCIAL

Forwarder: CSGA, LLC
Acct#: 5480420004518443

Placement
07/03/2006 \$5,027.16

Original Creditor: HOUSEHOLD BANK
Debt Type: CC

Last Payment
\$0.00

Principal	\$5,027.16
Interest	\$3,085.44
Attorney	\$0.00
Court	\$0.00
Misc	\$0.00

STATUS: PRE-LEGAL

WIP# Days Left
0 0

Assigned to: LPAVANCUREN

BALANCE \$8,112.60

Personal Information

Debtor 1	First	MI	Last Name
	SUSAN		ZORTMAN
Address	313 MARRON RD		
City	CURWENSVILLE	ST PA	Zip 16833-8128
Country	USA	Province	
Work Tel		Home Tel	
Ext		Fax	
SS#		Driver's License #	
DOB		State	
Spouse			

Bank and Asset

There is no bank information on this account.

Debt

Service Provided CREDIT CARD

Placement Breakdown

Principal	\$5,027.16
Awarded Int	
Attorney Fees	
Court Costs	
Misc Costs	
Accrued Int	
Total Placement	\$5,027.16

Debt Type Credit Cards

Last Payment Date	08/23/2004
Last Payment Amount	\$100.00
Last Charge Date	
Last Charge Amount	

Original Loan Terms

Contract Date	
Number of Payments	
Interest Rate %	24.99
Collateral	

Original Loan Amount	
Amount of Payments	
Serial/Vin Number	

"A"

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103982**

CSGA, LLC

Case # 08-582-CD

vs.

SUSAN ZORTMAN

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW April 28, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO SUSAN ZORTMAN, DEFENDANT. RECVD. LYCOMING CO. ADV TOO LATE TO SERVE

DEFENDANT INCARCERATED AT SCI MUNCY

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BRONSON	43156	10.00
SHERIFF HAWKINS	BRONSON	43156	14.41

FILED
0/3:00LM
APR 28 2008
(M)

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

_____ Day of _____ 2008

So Answers,

Chester A. Hawkins
by Marilyn Hawk
Chester A. Hawkins
Sheriff

By: Jordan W. Felzer, Esquire
Attorney ID # 38670
jfelzer@lobmlaw.com
Three Neshaminy Interplex, Suite 301
Trevose, PA 19053
Telephone (800) 834-4066

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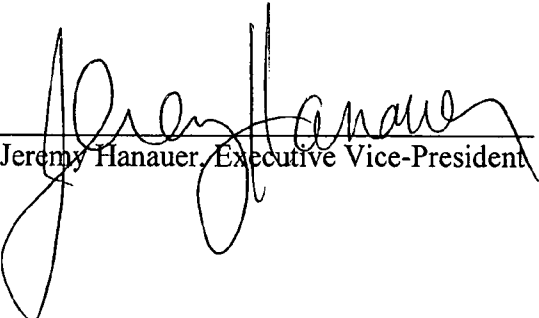
BROWN & MIGLIACCIO, LLP
Attorneys for Plaintiff
By: Jordan W. Felzer, Esq., ID# 38670
jfelzer@lobmlaw.com
Three Neshaminy Interplex
Suite 301
Trevose, PA 19053
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VERIFICATION

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Jeremy Hanauer, Executive Vice-President

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Attorney	\$0.00
Court	\$0.00
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STATUS: PRE-LEGAL

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Assigned to: LPAVANCUREN

BALANCE \$8,112.60

Personal Information

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	SUSAN		ZORTMAN
Address	313 MARRON RD		
City	CURWENSVILLE	ST PA	Zip 16833-8128
Country	USA	Province	
Work Tel		Home Tel	
Ext		Fax	
SS#		Driver's License #	
DOB		State	
Spouse			

Bank and Asset

There is no bank information on this account.

Debt

Service Provided CREDIT CARD

Placement Breakdown

Principal	\$5,027.16
Awarded Int	
Attorney Fees	
Court Costs	
Misc Costs	
Accrued Int	
Total Placement	\$5,027.16

Debt Type Credit Cards

Last Payment Date 08/23/2004
Last Payment Amount \$100.00
Last Charge Date
Last Charge Amount

Original Loan Terms

Contract Date	
Number of Payments	
Interest Rate %	24.99
Collateral	

Original Loan Amount
Amount of Payments
Serial/Vin Number

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

CSGA, LLC
Plaintiff

vs.


SUSAN ZORTMAN
Defendant

* NO. 2008-582-CD
*
*
*
*
*

ORDER

NOW, this 25th day of June, 2013, upon the Court's review of the docket and noting no activity for a period of over five years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

0/9:09cm
Z
\$
NoCC
6K