

08-1653-CD

Hudson & Keyse vs Scott Fairman

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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SCOTT FAIRMAN

Defendant

No. 2008-1653-CD

FILED

SEP - 2 2008

CIVIL ACTION

William A. Shaw
Prothonotary/Clerk of Courts

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.

Daniel J. Nelson, 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

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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SCOTT FAIRMAN

Defendant(s)

:
:
:
:
:
:
:
:

No.

CIVIL ACTION

COMPLAINT

The above Plaintiff brings this action against the above Defendant to recover the sum of **\$31,239.34**, with interest thereon as hereinafter stated, upon the following cause of action:

1. Plaintiff, **HUDSON & KEYSE, LLC**, is located at 382 Blackbrook Road, Painesville OH 44077.
2. Defendant, **SCOTT FAIRMAN**, is located at Route 3, Box 251, Dubois PA 15801.
3. At the request of Defendant, Beneficial Consumer Discount Company issued to Defendant a personal credit line pursuant to a Personal Credit Line Account Agreement ("Agreement"), a true and correct copy of which is attached hereto, made a part hereof, and marked Exhibit "A".
4. Defendant accepted the personal credit line pursuant to the Agreement and a total amount which became due as a result thereof, after allowance for all proper credits for payments and/or adjustments, if any, was \$16,340.44.
5. Defendant has failed to adhere to the repayment obligations as set forth in the Agreement, by reason of which Defendant is in default thereof.
6. Beneficial Consumer Discount Company is a subsidiary of HSBC Consumer Lending Inc.

7. Subsequently, for value received, all rights, title and interest of Beneficial Consumer Discount Company in this claim were assigned, transferred and set over to Plaintiff. A true and correct copy of the bill of sale accomplishing said assignment is attached hereto, made part hereof and marked Exhibit "B."

8. By virtue of said assignment, Plaintiff acquired legal title to said account, and became the legal holder of any claim against Defendant arising under the above-referenced credit card account.

9. Plaintiff is entitled to receive interest on the above amount determined by applying the agreed interest rate of 22.00% *per annum* to the past due balance. As of August 22, 2008 the total amount of interest due to Plaintiff is \$9,996.77.

10. Plaintiff is entitled to have the 22.00% interest charge continue to accrue as set forth above, from August 22, 2008 on down to the date of judgment in this matter.

11. In accordance with the aforesaid Agreement, Defendant further agreed to pay Plaintiff's reasonable attorneys' fees incurred in the collection of any balance due Plaintiff, which total \$4902.13.

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

WHEREFORE, Plaintiff demands judgment against Defendant for **\$31,239.34** together with the continually accruing interest charge at the agreed rate of 22.00% *per annum* from August 22, 2008, costs of suit and all other relief to which Plaintiff may be entitled.

COUNT II

Alternative to Count I - Unjust Enrichment

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

14. At Defendant's request, Plaintiff conferred a benefit upon Defendant by providing the credit line services described in the exhibits attached hereto.

15. Defendant received and accepted the benefit of said credit line services provided by Plaintiff.

16. At all times material hereto, Defendant was aware that Plaintiff was providing the aforesaid credit line services to Defendant and that Plaintiff expected to be paid for such.

17. At all times material hereto, Defendant, with the aforesaid knowledge, permitted Plaintiff to provide said credit line services and to incur damages. At all times material hereto, Defendant was unjustly enriched by retaining the benefit of receiving said credit line services without paying Plaintiff fair and reasonable compensation.

18. Allowing Defendant to retain the benefit of said credit line services without paying fair compensation would be unjust.

19. By reason of the aforesaid unjust enrichment of Defendant at Plaintiff's expense, an implied contract exists between Plaintiff and Defendant and Defendant is obligated to pay Plaintiff the *quantum meruit* value of the credit line services described in the exhibits attached hereto in the amount of \$16,340.44.

WHEREFORE, Plaintiff demands judgment against Defendant for **\$16,340.44** together with the continually accruing interest charge at the statutory rate of 6.00% *per annum* from August 22, 2008, costs of suit and all other relief to which Plaintiff may be entitled.

AMATO AND ASSOCIATES, P.C.

By: 

Ronald Amato, Esq., Atty ID #32323
Michael J. Kennedy, Esq., Atty ID #72412
Michael R. Lessa, Esq., Atty ID #88617
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

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

Nancy A. Quere

PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 1 of 4)

603423
LO/PH

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

BORROWERS (called "You", "Your")
FAIRMAN, SCOTT D
SS# 200807181
R D 3 BOX 251
DUBOIS PA 15801

LOAN NO: 711723-10-505079

ON PORTION OF AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	ANNUAL PERCENTAGE RATE	CREDIT LIMIT	DATE OF LOAN
.01 AND OVER	1.834 %	= 22.000 %	\$ 13500	08/13/02
			INITIAL ANNUAL FEE	SUBSEQUENT ANNUAL FEE
			\$.00	\$ 50.00

In this Agreement, "you", "your" and "Borrower" mean the customer(s) who signs this Agreement. "We", "us", and "our" refer to Lender. This Agreement covers the terms and conditions of your Personal Credit Line Account. We want you to understand how your Personal Credit Line Account works. Read this carefully, ask us any questions, and if you agree to be bound by this Agreement, sign below. If more than one person signs, each will be responsible for repaying all sums advanced under this Agreement.

Your Credit Line Account is a revolving line of credit extended to you and secured as described below. You can obtain funds from your Personal Credit Line Account (up to your credit limit) directly from us or by using the special checks we supply to you. You may pay your total unpaid balance at any time or in installments.

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan agreement as indicated by the word "YES" below, naming us as Loss Payee:

Physical damage insurance on vehicle listed under "Security" above, if "Y" appears under "Insured."
You may obtain any required insurance from anyone you choose.

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

03-01-00
F NRE



*177025576297RLA8000PA05636



ORIGINAL

PA056361

PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 2 of 4)

Available Credit: You may obtain funds directly from us or through your special checks up to your available credit. Each check must be written for at least \$100.00. Your available credit is your credit limit (shown on page one) less the total unpaid balance, including Finance Charges, of your Account. If you make loan payments by check, we will adjust your available credit seven days after we receive your check to allow for check clearing. If you request funds in an amount that would cause you to exceed your available credit, we are not obligated to honor your request. If we do lend you an amount over your available credit, you agree to pay us that excess amount, plus Finance Charges, immediately.

Promise to Pay: You promise to pay Lender: (a) amounts borrowed under this Agreement; (b) Finance Charges; (c) Administrative Charges (the late charge and bad check charge) and other charges provided in this Agreement; (d) credit insurance charges, if any; (e) collection costs permitted by applicable law, including reasonable attorneys' fees; and (f) amounts in excess of your credit limit that we may lend you, plus Finance Charges.

Payments: You may repay your entire outstanding balance at any time without penalty. You may not use your special checks to pay any amounts due under this Agreement. Because the Finance Charge is computed each day, you will contact us regarding the exact payoff amount for the day you intend to make full payment. If you do not pay the entire unpaid balance on your Account at once, you agree to pay at least the minimum payment shown on your monthly statement. Payments will be applied as follows: First, to any accrued but unpaid Finance Charges; Second, to any unpaid Administrative Charges (the late charge and bad check charge); Third, to any unpaid credit insurance charges; and Fourth, to the outstanding balance of your Account. Any part of your monthly payment to be applied to amounts borrowed on your Account will be applied to the amounts borrowed under your Personal Credit Line Account in the order in which the amounts were borrowed. Any part of your monthly payment to be applied to Finance Charges will be applied in the same manner.

Minimum Monthly Payment: The Minimum Monthly Payment for any billing cycle will be the greater of (1) the greater of \$25 or the Payment Amount (as described below) plus any Administrative Charges and credit insurance charges rounded to the nearest \$1; or (2) the Finance Charges due for the billing cycle plus any Administrative Charges and credit insurance charges; or (3) the amount of the Annual Fee assessed to your Account. In each instance the Minimum Monthly Payment will be adjusted to include any unpaid amounts due from previous billing cycles.

The Payment Amount depends on the monthly periodic rate applicable to your Account, and is calculated as follows:

Monthly Periodic Rate	Payment Amount
through 1.33%	1.43% of Account Balance
over 1.33% through 1.45%	1.55% of Account Balance
over 1.45% through 1.57%	1.67% of Account Balance
over 1.57% through 1.70%	1.80% of Account Balance
over 1.70% through 1.83%	1.93% of Account Balance
over 1.83% through 1.95%	2.00% of Account Balance
over 1.95%	2.15% of Account Balance

Finance Charges: This is the interest charged on the balance of your Account during each billing cycle. The Finance Charge is calculated from the date that each advance, check or charge is posted to your Account. The Finance Charge is computed by multiplying the average daily balance in your Account in each billing cycle times the monthly periodic rate stated on page one. The average daily balance is determined by totaling all daily unpaid balances in each billing cycle and dividing the total by the number of days in that cycle (but not less than thirty). A daily unpaid balance is the amount owed each day, excluding any unpaid Finance Charge, Administrative Charges, and credit insurance charges for prior billing cycles.

Annual Fee: You agree to pay an Annual Fee as stated on page one for participation in this revolving credit plan. The Initial Annual Fee is stated on page one and is due and payable on the date that your Account is established, and the subsequent Annual Fee stated on page one is due and payable on the same day of each subsequent year. You agree that the fee may be charged to your Account balance.

Bad Check Charge: If you pay by a check which is returned for any reason, you agree to pay a bad check charge of \$20.

Late Charge: If you do not pay any required Minimum Monthly Payment within 15 days after it is due, you agree to pay a late charge of 10% of the Minimum Monthly Payment due or \$20, whichever is greater (excluding any unpaid late charges and amounts due from prior billing cycles).

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.



PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 3 of 4)

Other Charges: You agree to pay any amounts actually incurred by Lender for services rendered in connection with the Personal Credit Line Account for fees paid to public officials in connection with perfecting, recording, releasing or satisfying a security interest in the security. You agree that these fees may be charged to your Account balance.

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.

Termination and Changes in the Agreement: We can terminate your right to obtain additional advances or change the terms of this Agreement, including increasing the rate of Finance Charge at any time. Prior written notice will be given to you when required by applicable law unless you consent to the change before that time. Changes may apply to both new and outstanding balances unless prohibited by applicable law.

Default and Cancellation of Agreement: We have the right to require you to pay your entire balance plus all other accrued but unpaid charges immediately and/or to cancel your credit privileges under this Agreement because of:

- (a) failure to make any payments in full when due under this Agreement;
- (b) frequent overdrawing of your line of credit;
- (c) failure to supply us with any information requested;
- (d) supplying us with misleading, false, incomplete or incorrect information;
- (e) breaking any of the promises, terms or conditions that are contained in this Agreement;
- (f) the filing of a bankruptcy petition by or against you;
- (g) the death of any borrower who signs this Agreement; or
- (h) the sale or transfer of any interest in the property securing this agreement (this includes the creation of a subordinate lien).

After default, you will pay our court costs, reasonable attorney fees (if attorney is not our salaried employee), and other collection costs related to the default, if not prohibited by applicable law.

Any balance outstanding under this Agreement when the credit limit is terminated will continue to accrue interest at the contract rate until paid in full.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

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

Notify Lender 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 Lender on a separate sheet at the address listed on your bill after the words: "Send your billing error notice to: (Lender's name and address)." Write to Lender as soon as possible. Lender must hear from you no later than 60 days after Lender sent you the first bill on which the error or problem appeared. You can telephone Lender, but doing so will not preserve your rights.

NOTICE: SEE THE FOLLOWING PAGE FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

03-01-00
F NRE



*177025576297RLA8000PA0563630**FAIRMAN

ORIGINAL

PA056363

PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 4 of 4)

In your letter, give Lender 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 Rights and Lender's Responsibilities After Lender Receives Your Written Notice

Lender must acknowledge your letter within 30 days, unless Lender has corrected the error by then. Within 90 days, Lender must either correct the error or explain why Lender believes the bill was correct.

After Lender receives your letter, Lender cannot try to collect any amount you question, or report you as delinquent. Lender can continue to bill you for the amount you question, including finance charges, and Lender can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while Lender is investigating, but you are still obligated to pay the parts of your bill that are not in question.

If Lender finds that Lender made a mistake on your bill, you will not have to pay any finance charges related to the questioned amount. If Lender did not make a mistake, you may have to pay finance charges, and you will have to make any missed payments on the questioned amount. In either case, Lender 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 Lender thinks you owe, Lender may report you as delinquent. However, if Lender's explanation does not satisfy you and you write to Lender within ten days telling Lender that you still refuse to pay, Lender must tell anyone Lender reports you to that you have a question about your bill. And, Lender must tell you the name of anyone Lender reported you to. Lender must tell anyone Lender reports you to that the matter has been settled between you when it finally is.

If Lender doesn't follow these rules, Lender can't collect the first \$50 of the questioned amount, even if your bill was correct.

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 terms and conditions of this Agreement will be governed by the provisions of the Pennsylvania Consumer Discount Company Act, Chapter 7, Sections 6201 through 6221, Purdon's Pennsylvania Statutes Annotated, particularly Section 6217.1.

Before signing this Agreement, you have read and received this Agreement and the Federal Truth-In-Lending disclosures contained in it.

You, the customer(s) signing below, agree to observe the terms and conditions of this Agreement.

This Agreement is entered under the applicable provisions of Federal law and the Pennsylvania Consumer Discount Company Act.

Scott J. Za (SEAL)
Customer Signature

Customer Signature (SEAL)

Date: 5-13-02

Date: _____

Witness: *Paula G. Leach* (SEAL)

(SEAL)



ASSIGNMENT AND BILL OF SALE

HSBC Consumer Lending (USA) Inc. on behalf of and as managing company for Beneficial Company LLC and HFC Company LLC and their respective subsidiaries (hereinafter called "Seller") has entered into an Account Purchase and Sale Agreement dated June 29, 2007 ("Agreement") for the sale of accounts dated in the initial paragraph of the Agreement thereof to Hudson & Keyse, L.L.C., (hereinafter called "Purchaser"), upon the terms and conditions set forth in that Agreement.

NOW, THEREFORE, for good and valuable consideration, Seller hereby sells, assigns, and transfers to Purchaser, its successors and assigns, all of Seller's rights, title, and interest in each and every one of the Accounts described in the Agreement.

Purchaser and Seller agree that the Purchase Price shall be as stated in Section 3 of the Agreement.

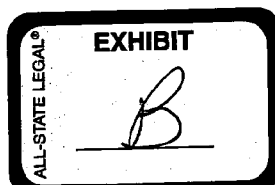
IN WITNESS WHEREOF, Seller has signed and delivered this instrument on the 29 day of June 2007.

HSBC Consumer Lending (USA) Inc.

By: Mushtaq Sahaf

Printed Name: Mushtaq Sahaf

Title: Vice-President



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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SCOTT FAIRMAN

Defendant(s)

:
:
No. 2008-1653-CD
:
:
:
CIVIL ACTION
:

ENTRY OF APPEARANCE

Kindly enter my appearance on behalf of Plaintiff, HUDSON & KEYSE, LLC, in the above-captioned matter.

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

Dated: August 22, 2008

FILED 100 AAA
m/1:20cm
SEP -2 2008 (LM)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1653-CD

HUDSON & KEYSE, LLC
vs
SCOTT FAIRMAN

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 10/02/2008 HEARING: PAGE: 104603

DEFENDANT: SCOTT FAIRMAN
ADDRESS: ROUTE 3 BOX 251
DUBOIS, PA 15801
ALTERNATE ADDRESS POSS 911 (1099 JUNIATA ST. EXT., DUBOIS)

FILED
08:40:01
SEP 19 2008
William A. Shaw
Prothonotary/Clerk of Courts

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS _____

SHERIFF'S RETURN

NOW, 9-18-08 AT 1:06 AM / (PM) **SERVED** THE WITHIN

COMPLAINT ON SCOTT FAIRMAN, DEFENDANT

BY HANDING TO Scott Fairman, Defendant

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 1099 Juniata Street Extension Dubois, Pa 15801

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT FOR SCOTT FAIRMAN

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO SCOTT FAIRMAN

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Newlin

Deputy Signature

Jerome M. Newlin

Print Deputy Name

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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SCOTT FAIRMAN

Defendant

No. 2008-01653 CD

CIVIL ACTION

FILED

NOV 24 2008

William A. Shaw
Prothonotary/Clerk of Courts

can w/ note to
DAN

NOTICE OF JUDGMENT

(XX) NOTICE IS HEREBY GIVEN THAT A JUDGMENT IN THE ABOVE CAPTIONED
MATTER HAS BEEN ENTERED AGAINST THE ABOVE-NAMED DEFENDANT(S)
IN THE AMOUNT OF \$32,382.70 ON Nov-24, 2008.

() A COPY OF ALL DOCUMENTS FILED WITH THE PROTHONOTARY OF
CLEARFIELD COUNTY IN SUPPORT OF THE WITHIN
JUDGMENT IS/ARE ENCLOSED.

PROTHONOTARY - CLEARFIELD COUNTY

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

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

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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SCOTT FAIRMAN

Defendant

:
:
: No. 2008-01653 CD
:
:
:
: CIVIL ACTION
:
:
:

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	\$31,239.34
Interest (from August 22, 2008 to November 18, 2008 at 22.00% per annum)	1,143.36
Payments	
Total	\$32,382.70

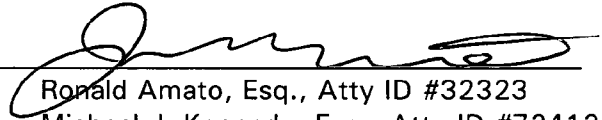
I CERTIFY THAT THE FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.

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 November 6, 2008.

Dated: November 18, 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

2081537

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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SCOTT FAIRMAN

Defendant

:
:
:
: No. 2008-01653 CD
:
:
:
: CIVIL ACTION
:
:
:
:

CERTIFICATION OF ADDRESSES

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

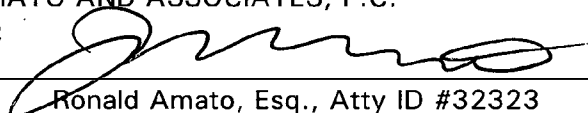
382 Blackbrook Road
Painesville OH 44077

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

Route 3, Box 251
DUBOIS PA 15801

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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SCOTT FAIRMAN

Defendant(s)

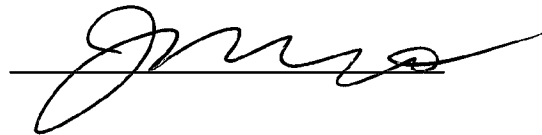
:
:
:
: No. 2008-01653 CD
:
:
:
: CIVIL ACTION
:
:
:

AFFIDAVIT OF NON-MILITARY SERVICE

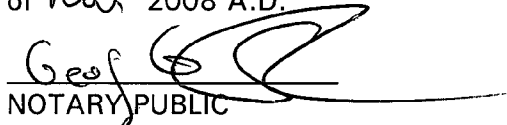
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF NORTHAMPTON :

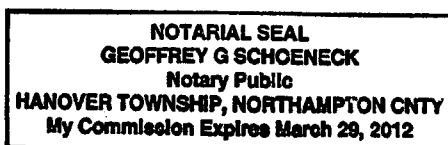
The undersigned, being duly sworn, according to law, deposes and says that he is unable to determine whether or not the above Defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of The Servicemembers Civil Relief Act;

That Scott Fairman is over 18 years of age, resides at Route 3, Box 251, DUBOIS PA 15801 and is employed;



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


NOTARY PUBLIC



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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SCOTT FAIRMAN

Defendant(s)

No. 2008-01653 CD

TO:

Scott Fairman
Route 3, Box 251
DUBOIS PA 15801

Date of Notice: November 6, 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.

Daniel J. Nelson, 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# 2081537

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104603
NO: 08-1653-CD
SERVICES 1
COMPLAINT

PLAINTIFF: HUDSON & KEYSE, LLC
vs.
DEFENDANT: SCOTT FAIRMAN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	AMATO	248968	10.00
SHERIFF HAWKINS	AMATO	248968	40.23

S FILED
013:456m
JAN 08 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SCOTT FAIRMAN

Defendant(s)

No. 2008-01653 CD

PRAECIPE FOR WRIT
EXECUTION
(MONEY JUDGMENT)

FILED

SEP 03 2010

William A. Shaw
Prothonotary/Clerk of Courts

4CC & Lowry
to Sheriff

To the Prothonotary - Clearfield County: ISSUE A WRIT OF EXECUTION IN THE ABOVE MATTER.

(1) Directed to the Sheriff of CLEARFIELD County, for debt, interest and costs upon the following described property of the defendant(s) All cash on hand or in the possession of the defendant(s), accounts receivables, furniture, furnishings, equipment, inventory, tools, vehicles, electronic equipment, any and all other personal property belonging to the above-named defendant(s).

(2) against SCOTT FAIRMAN, Defendant(s)

(3) and against.....Garnishee(s)

(4) and index this writ

(a) against.....Defendant(s) and

(b) against.....Garnishee(s)

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee(s)
as follows:(Specifically describe the property)

(5)	Amount Due	\$ 32,382.70
	Statutory Interest	
	From November 24, 2008	\$ 2,931.71
	Less Payment	\$ 0.00
	Costs	\$ 417.23
	Poundage	\$ 647.66
	Total	\$ 36,379.30

Prothonotary costs 135.00

AMATO AND ASSOCIATES, P.C.

By:

Date: August 31, 2010

Attorney File#: 2081537

Ronald Amato

Attorney I.D. No. 32323

Attorneys for Plaintiff

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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SCOTT FAIRMAN

Defendant(s)

:
:
:
: No. 2008-01653 CD
:
:
:
: CIVIL ACTION
:
:
:

CERTIFICATION OF DEFENDANT(s) ADDRESS FOR SERVICE

I do certify that the precise last known address of the within named defendant(s) is
the address provided below, and request that the Sheriff serve the above named defendant(s)
at:

1099 Juniata Street Ext.
DUBOIS PA 15801

AMATO AND ASSOCIATES, P.C.

By:

Dated: August 31, 2010



Ronald Amato
Attorney I.D. No. 32323
Attorneys for Plaintiff

Attorney File #:2081537

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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SCOTT FAIRMAN

Defendant(s)

No. 2008-01653 CD

CIVIL ACTION

WAIVER OF WATCHMAN

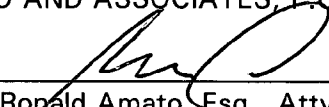
To the Sheriff:

Any deputy sheriff levying upon or attaching any property under the within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before the sheriff's sale thereof.

Dated: August 31, 2010

AMATO AND ASSOCIATES, P.C.

By:



Ronald Amato, Esq., Atty ID #32323
Michael R. Lessa, Esq., Atty ID #88617
Justin N. Davis, Esq., Atty ID #84464
Daniel A. Wechsler, Esq., Atty ID #203922
Attorneys for Plaintiff
107 North Commerce Way
Bethlehem, PA 18017
(610) 866-0400
A DEBT COLLECTION LAW FIRM

Attorney File #: 2081537

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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SCOTT FAIRMAN

Defendant

:
:
:
: No. 2008-01653 CD
:
:
:
: CIVIL ACTION
:
:
:
:

WRIT OF EXECUTION NOTICE

THIS PAPER IS A WRIT OF EXECUTION. IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU. IT MAY CAUSE YOUR PROPERTY TO BE HELD OR TAKEN TO PAY THE JUDGMENT. YOU MAY HAVE LEGAL RIGHTS TO PREVENT YOUR PROPERTY FROM BEING TAKEN. A LAWYER CAN ADVISE YOU MORE SPECIFICALLY OF THESE RIGHTS. IF YOU WISH TO EXERCISE YOUR RIGHTS, YOU MUST ACT PROMPTLY.

THE LAW PROVIDES THAT CERTAIN PROPERTY CANNOT BE TAKEN. SUCH PROPERTY IS SAID TO BE EXEMPT. THERE IS A DEBTOR'S EXEMPTION OF \$300. THERE ARE OTHER EXEMPTIONS WHICH MAY BE APPLICABLE TO YOU. A SUMMARY OF SOME OF THE MAJOR EXEMPTIONS ARE LISTED ON THE NEXT PAGE. YOU MAY HAVE OTHER EXEMPTIONS OR OTHER RIGHTS.

- IF YOU HAVE AN EXEMPTION, YOU SHOULD DO THE FOLLOWING PROMPTLY:
- (1) FILL OUT THE ATTACHED CLAIM FORM AND DEMAND FOR A PROMPT HEARING
 - (2) DELIVER THE FORM OR MAIL IT TO THE SHERIFF'S OFFICE AT THE ADDRESS NOTED.

YOU SHOULD COME TO COURT READY TO EXPLAIN YOUR EXEMPTION. IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.

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.

Court Administrator
Clearfield County Courthouse
Second & Market Streets
Clearfield PA 16830
(814) 765-2641 ext 50-51

THIS CLAIM TO BE FILED WITH THE OFFICE
OF THE SHERIFF OF CLEARFIELD COUNTY:
1 North 2nd Street, Suite 116, CLEARFIELD PA 16830
814/765-2641

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 STATUTORY EXEMPTION
2. BIBLES, SCHOOL BOOKS, SEWING MACHINES, UNIFORMS
AND EQUIPMENT
3. MOST WAGES AND UNEMPLOYMENT COMPENSATION
4. SOCIAL SECURITY BENEFITS
5. CERTAIN RETIREMENT FUNDS AND ACCOUNTS
6. CERTAIN VETERAN AND ARMED FORCES BENEFITS.
7. CERTAIN INSURANCE PROCEEDS
8. SUCH OTHER EXEMPTIONS AS MAY BE PROVIDED BY LAW

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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SCOTT FAIRMAN

Defendant(s)

:
:
: No. 2008-01653 CD
:
:
:
: WRIT OF EXECUTION
: (MONEY JUDGMENTS)
:
:

COPY

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and cost against SCOTT FAIRMAN, Defendant(s);
(1) You are directed to levy upon the property of the defendant(s) and to sell his, her
(or their) interest therein; (Inquisition and Exemption Laws (are) (are not) waived.
(2) You are also directed to attach the property of the defendant not levied upon in the
possession of.....
.....Garnishee(s)

and to notify the Garnishee(s) that

- (a) an attachment has been issued;
- (b) the garnishee(s) is enjoined from paying any debt to or for the account of the
defendant(s) and from delivering any property of the defendant(s) or otherwise disposing
thereof.
- (3) If property of the defendant(s) not levied upon and subject to attachment is found
in the possession of anyone other than the named garnishee(s), you are directed to notify him
that he has been added as a garnishee and is enjoined as above stated.

Amount Due \$ 32,382.70
Statutory Interest
From November 24, 2008 \$ 2,931.71

135.00 Prothonotary costs

Less Payments \$ 0.00
Costs \$ 417.23

Poundage \$ 647.66

Total \$ 36,379.30 plus add'l costs \$

DATED 9/3/10
(SEAL)

William L. Hays
Prothonotary - Clearfield County
Court of Common Pleas, CLEARFIELD County

By
Attorney File#: 2081537

Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21239
NO: 08-1653-CD

PLAINTIFF: HUDSON & KEYSE, LLC

vs.

DEFENDANT: SCOTT FAIRMAN

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 9/3/2010

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 2/28/2011

FILED
0791364
FEB 28 2011
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

10/29/2010 @ 11:55 AM SERVED SCOTT FAIRMAN

SERVED SCOTT FAIRMAN, DEFENDANT, AT HIS RESIDENCE 1099 JUNIATA STREET, EXT, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SCOTT FAIRMAN

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

@ SERVED

DEPUTIES UNABLE TO FIND ANYTHING OF VALUE TO LEVY. NO LEVY DONE

@ SERVED

NOW, FEBRUARY 28, RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21239
NO: 08-1653-CD

PLAINTIFF: HUDSON & KEYSE, LLC
vs.
DEFENDANT: SCOTT FAIRMAN

Execution PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$56.00

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21239
NO: 08-1653-CD

PLAINTIFF: HUDSON & KEYSE, LLC
vs.
DEFENDANT: SCOTT FAIRMAN

Execution PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$56.00

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins
Sheriff

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

HUDSON & KEYSE, LLC

Plaintiff

vs.

SCOTT FAIRMAN

Defendant(s)

:
:
: No. 2008-01653 CD
:
:
:
: WRIT OF EXECUTION
: (MONEY JUDGMENTS)
:
:

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and cost against SCOTT FAIRMAN, Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein; (Inquisition and Exemption Laws (are) (are not) waived.

(2) You are also directed to attach the property of the defendant not levied upon in the possession of.....

.....Garnishee(s)

and to notify the Garnishee(s) that

(a) an attachment has been issued;

(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount Due \$ 32,382.70

Statutory Interest

From November 24, 2008

\$ 2,931.71

135.00 Prothonotary costs

Less Payments

\$ 0.00

Costs

\$ 417.23

Poundage

\$ 647.66

Total

\$ 36,379.30 plus add'l costs \$

DATED

9/3/10

(SEAL)

Prothonotary - Clearfield County

Court of Common Pleas, CLEARFIELD County

By

Attorney File#: 2081537

Deputy
Received this writ this 3rd day
of September A.D. 2010
At 3:00 A.M./P.M.

Charles A. Hester
Sheriff Joy Cynthia Butler-Caplan

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME SCOTT FAIRMAN

NO. 08-1653-CD

NOW, February 26, 2011, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Scott Fairman to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	9.00
SERVICE	9.00
MILEAGE	19.00
LEVY	
MILEAGE	
POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	9.00
COPIES	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$56.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	32,382.70
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	417.23
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	2,931.71
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$35,942.64

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	56.00
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

TOTAL COSTS \$191.00

TOTAL COSTS \$35,942.64

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

SALES

Receipts & Disbursements

File 21239

Current balance: \$0.00

Date	Deposit #	Check #	Vendor	Category	Received	Disbursed
09/27/10	1009271	287197	AMATO & ASSOCIATES, PC	Atty Deposit	\$212.00	
02/26/11		47141	CAROL FOX	Sheriff Fees		\$56.00
02/26/11		47142	AMATO AND ASSOCIATES, P.	Atty Refund		\$156.00
					\$212.00	\$212.00