

08-2159-CD

Hudson & Keyse vs Jeffrey Serena

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

**HUDSON & KEYSE, LLC, assignee of
BENEFICIAL COMPANY LLC**

**NO. 2008 - 2159 - CD
IN CIVIL ACTION**

Plaintiff,

vs.

JEFFERY C. SERENA,

Defendant

COMPLAINT

**CODE-
FILED ON BEHALF OF
PLAINTIFF**

**COUNSEL OF RECORD
FOR THIS PARTY:**

Charles F. Bennett, Esq.
PA I.D. No. 30541

Joel E. Hausman, Esq.
PA I.D. No. 42096

APPLE AND APPLE, P.C.
Firm No. 719

**4650 Baum Boulevard
Pittsburgh, PA 15213**

**Telephone: 412-682-1466
Fax: 412-682-3138**

S
FILED *ATTY PAID 95.00*
m 2:50 p.m. GK NO CC
NOV 10 2008 *1 COMPL. SHFF*
WAS
William A. Shaw
Prothonotary/Clerk of Courts

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

**HUDSON & KEYSE, LLC, assignee of
BENEFICIAL COMPANY LLC**

**NO.
IN CIVIL ACTION**

Plaintiff,

vs.

JEFFERY C. SERENA,

Defendant

NOTICE TO DEFEND

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

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

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

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


COMPLAINT

1. Plaintiff is a corporation having offices at 382 Blackbrook Rd., Painesville, OH 44077.
2. HSBC Consumer Lending (USA) Inc. on behalf of and as managing company for Beneficial Company LLC and HFC Company LLC, assigned an account portfolio to Hudson & Keyse, LLC, that included the account of the above-captioned defendant. Attached hereto as Exhibit "A" is a true and correct copy of the aforesaid assignment.
3. Hudson & Keyse, LLC, as the assignee of HSBC Consumer Lending (USA) Inc., on behalf of and as managing company for Beneficial Company LLC and HFC Company LLC, stands in its assignors' stead and all are hereinafter referred to interchangeably as "Plaintiff".
4. Defendant is an individual whose address is 285 Lake Street, Woodland, Clearfield County, Pennsylvania 16881.
5. At a specific instance and request of the Defendant, the Defendant requested a loan from Beneficial Company LLC.
6. The Plaintiff avers that the Defendant was granted a loan subject to the stated terms and conditions contained in a written signed loan agreement, a true and correct copy of which has been attached hereto, marked Exhibit "B1" through "B5" and made a part hereof.
7. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.

8. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
9. Plaintiff avers that the balance due amounts to \$9,327.83, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "C" and made a part hereof.
10. Plaintiff avers that the interest has accrued at the rate of 18.00% per annum on the principal balance of \$6,936.67 due from January 1, 2008.
11. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing, which Plaintiff avers will amount to 30% of the balance due.
12. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in the amount of \$9,327.83, with appropriate additional interest from January 1, 2008, plus attorneys' fees and costs.

APPLE AND APPLE, P.C.

By: 
Attorneys for Plaintiff(s)

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: 

Printed Name: Mushtaq Sahaf

Title: Vice-President

EXHIBIT

A

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")

SERENA, JEFFERY C
SS# 204548732
285 LAKE ST
WOODLAND PA 16881

LOAN NO: 711723-600951

DATE OF LOAN 06/22/2004	FIRST PAYMENT DUE DATE 07/22/2004	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 06/22/2009	CONTRACT RATE (per year) 25.697 %
TOTAL OF PAYMENTS \$ 10,101.60	AMOUNT FINANCED \$ 5,656.90			
TOTAL FINANCE CHARGE \$ 4,444.70	SCHEDULED INTEREST \$ 4,444.70	SERVICE CHARGE \$.00	OFFICIAL FEES \$.00	
LIFE INS PREMIUM \$ 219.71	DISABILITY INS PREMIUM \$ 434.37	IUI PREMIUM NONE		
FIRST INSTALLMENT \$ 168.36	MONTHLY INSTALLMENT \$ 168.36	TERM PERIOD 60		

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.

05-01-04 NRE



*S44D74E3FC97CEA9000PA8750210**SERENA

EXHIBIT

ORIGINAL

PAB75021

B

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.

05-01-04 NRE

PAB75022



*S44D74E3FC97CEA9000PAB750220**SERENA

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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:

[Signature] (SEAL)

____ (SEAL)

____ (SEAL)

WITNESS:

Amy M. Katansek

05-01-04 NRE

PAB75023



*S44D74E3FC97CEA9000PAB750230**SERENA

*

ORIGINAL

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")

SERENA, JEFFERY C
285 LAKE ST
WOODLAND PA 16881

LOAN NO: 711723-800951

• ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 25.697%	• FINANCE CHARGE The dollar amount the credit will cost you. \$ 4444.70	Amount Financed The amount of credit provided to you or on your behalf. \$ 5656.90	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ 10101.60	Date of Loan 06/22/04
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Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
1	\$ 168.36	07/22/04
059	\$ 168.36	Day 22 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.



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

ITEMIZATION OF THE AMOUNT FINANCED

TO: 71172300598691.....	\$	5000.88
TO: APPLY TO NEW BENEFICIAL ACCOUNT.....	\$	1.94
CREDIT LIFE INSURANCE (PAID TO INSURANCE COMPANY).....	\$	219.71
CREDIT DISABILITY INSURANCE (PAID TO INSURANCE COMPANY).....	\$	434.37
CASH OR CHECK TO BORROWER.....	\$.00
AMOUNT FINANCED.....	\$	5656.90

11-26-02 NRE TIL

PAB18112



*S44074E3FC97FED9000PAB181120**SERENA

*

ORIGINAL



Hudson & Keyse, LLC

Debt Resolution Partners

382 Blackbrook Road
Painesville, Ohio 44077

440.354.6978 Phone
440.354.1336 Fax
800.654.5391 Toll Free
www.hkllc.biz

STATEMENT OF ACCOUNT

CREDITOR NAME: Hudson & Keyse, L.L.C.
CREDITOR ADDRESS: 382 Blackbrook Road, Painesville, Ohio, 44077
ORIGINAL CREDITOR: BENEFICIAL COMPANY LLC
ORIGINAL ACCOUNT NUMBER: 71172300600951
HUDSON & KEYSE, L.L.C. ACCOUNT NUMBER: 603201*1

DEBTOR NAME: JEFFERY C. SERENA
DEBTOR ADDRESS: 285 LAKE STREET, WOODLAND, PA, 16881

DATE ACCOUNT OPENED: JUN 22 2004
DATE LAST PAID TO ORIGINAL CREDITOR: 28 FEB 2005
DATE LAST PAID TO HUDSON & KEYSE, L.L.C.:

PRINCIPAL BALANCE DUE: \$6,936.67
INTEREST BALANCE DUE: \$2,391.16
TOTAL BALANCE DUE: \$9,327.83

INTEREST RATE: 18.00% LAST DATE INTEREST CHARGED: DEC 31 2007

EXHIBIT

C

HTTP: WWW.HKLLC.BIZ
LOCAL: (440)354-6978 FAX: (440)354-1336



EMAIL: COLLECTIONS@HKINC.COM
TOLL FREE: 1(800)654-5391 & 1(800)654-1660

PAY YOUR ACCOUNT ON-LINE VIA CHECK, DEBIT OR CREDIT CARD AT: WWW.HKLLC.BIZ
PLEASE SEND CORRESPONDENCE TO: POST OFFICE BOX 1090, MENTOR, OH, 44061

108610

AFFIDAVIT

I Nancy A. Quere of
Hudson & Keyse, L.L.C., Plaintiff

herein, verify that the statements of fact contained in the foregoing Complaint are true
and correct. I understand that false statements herein are made subject to the penalties of
18 Pa. C.S. § 4909, relating to unsworn falsification to authorities.

1/29/08
Date

Nancy A. Quere
Affiant **Legal Account Manager**
Hudson & Keyse, L.L.C.

Title

382 Blackbrook Rd

Address

Rainesville, OH

City, State and Zip

44077

Hudson & Keyser, L.L.C.

FILED

NOV 10 2008

William A. Shaw
Prothonotary/Clerk of Courts

Hudson & Keyser, L.L.C.
Legal Account Manager

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2159-CD

HUDSON & KEYSE, LLC, ASSIGNEE

vs

JEFFERY C. SERENA

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 12/10/2008

HEARING:

PAGE: 104898

DEFENDANT: JEFFERY C. SERENA
ADDRESS: 285 LAKE STREET
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 12/3/08 AT 1031 AM/PM SERVED THE WITHIN

COMPLAINT ON JEFFERY C. SERENA, DEFENDANT

BY HANDING TO

Brandi DeMoss

sister
brother-in-law

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

ADDRESS SERVED

285 Lake St. Woodland Pa

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR JEFFERY C. SERENA

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO JEFFERY C. SERENA

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature
S. Hunter

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

HUDSON & KEYSE, LLC, assignee of
BENEFICIAL COMPANY LLC

NO.2008-2159-CD
IN CIVIL ACTION

Plaintiff,

vs.

JEFFERY C. SERENA,

Defendant

PRAECIPE FOR DEFAULT
JUDGMENT

CODE-

FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

Charles F. Bennett, Esq.

PA I.D. No 30541

Joel E. Hausman, Esq.

PA I.D. No 42096

Apple and Apple, P.C.

Firm No. 719

4650 Baum Boulevard

Pittsburgh, PA 15213-1237

Telephone (412) 682-1466

FILED
JAN 21 2009
Atty pd. 20.00
1CC Notice
to Def.

5 William A. Shaw
Prothonotary/Clerk of Courts
Statement to Atty

(BIO)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

HUDSON & KEYSE, LLC, assignee of
BENEFICIAL COMPANY LLC

NO.2008-2159-CD
IN CIVIL ACTION

-vs- Plaintiff,

JEFFERY C. SERENA,

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the above- named Defendant(s) in Default of an Answer, in the amount of \$13,395.31, computed as follows:

Amount named in Complaint	\$9,327.83
Interest from January 1, 2008 to January 6, 2009 on \$6,936.67	\$1,269.13
Less payment of:	-\$
Attorney fees	\$2,798.35
TOTAL	\$13,395.31

I certify that Notice of the intention to enter this Judgment was given pursuant to Pa. R.C.P. 237.1. A copy of said Notice is attached, and was mailed on December 24, 2008 by regular mail, postage prepaid and, addressed as follows:

Defendant: Jeffrey C. Serena
285 Lake Street
Woodland PA 16881

APPLE AND APPLE, P.C.

Dated: January 19, 2009

By: 

Attorneys for the Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

HUDSON & KEYSE, LLC, assignee of
BENEFICIAL COMPANY LLC

NO.2008-2159-CD
IN CIVIL ACTION

Plaintiff,

vs.

JEFFERY C. SERENA,

Defendant

Jeffery C. Serena
285 Lake Street
Woodland, PA 16881

Date of Notice: December 24, 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 NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

By: 

Charles F. Bennett, Esq.
Attorneys for Plaintiff(s)
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

HUDSON & KEYSE, LLC, assignee of
BENEFICIAL COMPANY LLC

NO.2008-2159-CD
IN CIVIL ACTION

-vs- Plaintiff,

JEFFERY C. SERENA,

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: () Plaintiff (X) Defendant () Garnishee

You are hereby notified that the following Order or Judgment was entered against
you on January 21, 2009.

(X) Assumpsit Judgment in the amount of \$13,395.31, plus costs.

() Trespass Judgment in the amount of \$_____.

() If not satisfied within sixty (60) days, your motor vehicle operator's license and/or

() Registration will be suspended by the Dept. of Transportation, Bureau of Traffic
Safety, Harrisburg, PA.

(X) Entry of Judgment

() Court Order
() Non-Pros
() Confession
(X) Default
() Verdict
() Arbitration Award
() Other

Jeffery C. Serena
285 Lake Street
Woodland, PA 16881

PROTHONOTARY

By: William H. Hager

Prothonotary ~~(or Deputy)~~

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

Hudson & Keyse, LLC
Beneficial Company LLC
Plaintiff(s)

Vs.

Jeffery C. Serena
Defendant(s)

No.: 2008-02159-CD

Real Debt: \$13,395.31

Atty's Comm: \$

Costs: \$

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 21, 2009

Expires: January 21, 2014

Certified from the record this 21st day of January, 2009.



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