

UNITED STATE DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

BRIDGET A. PIPER)
828 Kossuth Street)
Bethlehem, PA 18017)
on behalf of herself and all others)
similarly situated,)

Plaintiffs,)

vs.)

PORTNOFF LAW ASSOCIATES, LTD)
308 East Lancaster Avenue)
Wynnewood, PA 19096)

MICHELLE R. PORTNOFF, ESQ.)
308 East Lancaster Avenue)
Wynnewood, PA 19096)

and)

DAWN M. SCHMIDT, ESQ.)
315 Solly Avenue)
Philadelphia, PA 19111,)

Defendants.)

C.A. NO. 03- 2046

CLASS ACTION

JURY TRIAL DEMANDED

COMPLAINT - CLASS ACTION

I. INTRODUCTION

1. This is a consumer class action for damages brought on behalf of Pennsylvania consumers against a debt collector law firm and its attorneys for misleading, unfair and deceptive collection tactics in violation of the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq* (“FDCPA”) and the Pennsylvania Fair Credit Extension Uniformity Act, 73 P.S. § 2270.1, *et seq*. (“FCEUA”), constituting unfair and deceptive acts and practices under the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq*. (“CPL”). These

laws prohibit debt collectors from engaging in abusive, deceptive, and unfair collection practices.

Defendants' collection letters, sent to thousands of Pennsylvania consumers, do not advise consumers that the letters are from a debt collector and do not contain the validation notice required by the FDCPA. In addition, the letters deceptively represent that an attorney is actively and meaningfully involved in the collection of the debt and has made a considered professional judgment about the consumer's case when, in reality, collection activities are handled by a staff of clerks, secretaries and paralegals, who sign the attorneys' names to debt collection letters. Defendants, however, add on and charge consumers with hundreds of dollars of attorneys' fees for work performed by these non-attorneys. As a result, Pennsylvania consumers are dunned for more than their true debt, unconscionable and excessive liens are forcibly placed on their homes, encumbering their property and damaging their credit and they are coerced into paying usurious amounts to save their homes from foreclosure and Sheriff Sale.

Plaintiff also brings this case under the Pennsylvania Loan Interest and Protection Law, known as Act No. 6 of 1974, 41 P.S. § 101, *et seq.* ("Act 6"), which prohibits the collection of excess interest and penalties.

Plaintiff seeks certification of a class of Pennsylvania consumers and actual, statutory and treble damages for herself and all persons similarly situated.

II. PARTIES

2. Plaintiff Bridget A. Piper is an adult individual residing at 828 Kossuth Street, Bethlehem, Pennsylvania 18017.

3. Defendant Portnoff Law Associates, Ltd. ("PLA") is a law firm engaged in the business of collecting debt in this Commonwealth with its principal place of business located at 308 East Lancaster Avenue, Suite 200, Wynnewood, PA 19096. The principal purpose of PLA is

the collection of such debt using the mails and telephone, and PLA regularly attempts to collect debt in this Commonwealth.

4. Defendant Michelle R. Portnoff, Esquire (“Portnoff”) is an attorney who is also a shareholder and the President of PLA. Her principal place of business is located at 308 East Lancaster Avenue, Suite 200, Wynnewood, PA 19096. Portnoff regularly engages in the collection of debt in this Commonwealth.

5. Defendant Dawn M. Schmidt, Esquire (“Schmidt”) is an attorney employed by defendant Portnoff Law Associates, Ltd. who resides at and has a place of business located at 315 Solly Avenue, Philadelphia, PA 19111. From that address, Schmidt regularly engages in the collection of debt in this Commonwealth.

III. FACTUAL ALLEGATIONS

6. Defendants were retained by the City of Bethlehem to collect delinquent water and sewer charges in the amount of \$252.71 that plaintiff allegedly owed in connection with the use of her residential property located at 828 Kossuth Street, Bethlehem, Pennsylvania.

7. Since February 2002, defendants wrote and sent to plaintiff by U.S. mail standard form collection letters which attempted to coerce plaintiff into paying various sums allegedly due for delinquent water/sewer bills due the City of Bethlehem. The letters did not state that they were from a debt collector and did not contain the validation notice required by the FDCPA. *See* 15 U.S.C. §§ 1692e(11), 1692g. An example of such a letter, which is dated May 9, 2002, is attached hereto as Exhibit A.

8. Unbeknownst to the plaintiff and not disclosed by defendants, the letters demanded amounts not authorized by the agreement creating the debt or permitted by law. *See* 15 U.S.C. § 1692f(1).

9. An attorney's signature on a debt collection letter implies that the attorney has formed a professional judgment about the debtor's case.

10. Despite the fact that the letters were purportedly sent by attorney defendants PLA, Portnoff and Schmidt, upon information and belief, defendants Portnoff and Schmidt did not sign the letters, which were instead signed by a non-attorney.

11. The amount of the debt sought to be collected by the letters included several charges of \$150.00 imposed by defendants for allegedly incurred attorney's fees in the preparation and sending of each of the letters.

12. No attorney inspected plaintiff's file, made a considered, professional judgment that plaintiff was delinquent on her debt or that she was a candidate for legal action, no attorney was meaningfully or actively involved in the review, preparation, or sending of the letters, and no attorneys had expended any meaningful time or effort in sending the letters.

13. Rather, the letters were not "from" an attorney in any real sense but were instead standardized form collection letters prepared by defendants' non-attorney staff and sent as a purported letter from an attorney to all consumers from whom defendants sought to collect debt. The letters were thus misleading, unfair, falsely represented or implied that they were from an attorney, and constituted the use of false representations or deceptive means to collect debt.

14. The one hundred and fifty dollar (\$150.00) attorney's fee was a uniform unlawful collection fee charged to all consumers to whom defendants sent the letters.

15. The letters were further false, deceptive, misleading and unfair in that they misrepresented the amount due to include one hundred and fifty dollars (\$150.00) for attorney's fees when in fact no attorneys had been involved in the sending or review of the letters and did not incur any attorney's fees to generate the letters.

16. Defendants thus dunned plaintiff for hundreds of dollars in “attorney’s fees” for a member of their clerical staff to send out pre-written form letters. The amounts demanded in the letters included charges, interest, penalties and collection costs not authorized by the agreement creating the water rents debt or permitted by law.

17. The least sophisticated consumer would interpret the communications contained in the letters as being issued, authorized or approved by an attorney.

18. At all pertinent times hereto, defendants acted in a false, deceptive and unfair manner when they designed, compiled and furnished the letters, knowing that they would be used to create the false belief in consumers that lawyers were participating in the sending of the letters and collection of the debt when in fact no such lawyers were so participating.

19. The letters were false, deceptive, misleading and unfair in that they did not advise plaintiff that they were sent by a debt collector in connection with an attempt to collect a debt, and that any information obtained would be used for that purpose as required by section 1692e(11) of the FDCPA, and did not contain the required validation/verification information required within five days of defendants’ initial communication with plaintiff, pursuant to section 1692g of the FDCPA.

20. Pursuant to section 2270.4(a) of the FCEUA, defendants are required to comply with all provisions of the FDCPA.

21. Plaintiff paid defendants the sum of \$553.60 in the summer of 2002, more than double the amount of the original water bill. Nonetheless, by a praecipe for writ of execution dated February 5, 2003 and purportedly signed by defendant Schmidt, defendants sought to collect from plaintiff a money judgment in the amount of \$465.77 for water/sewer charges, plus the sum of \$2,339.36 in interest, costs and other charges and fees imposed by defendants. *See*

Praecipe for Writ of Execution, attached hereto as Exhibit B.

22. Pursuant to a Notice of Sheriff's Sale of Real Property, defendants informed plaintiff that her home is scheduled to be sold at Sheriff's Sale on May 9, 2003 to enforce a court judgment in the amount of \$465.77 obtained by the City of Bethlehem, but that the sale would be canceled if she paid late charges, costs and attorneys' fees due and that she should call defendants to find out how much she should pay. Pursuant to defendants' instructions, the Sheriff of Northampton County levied on plaintiff's real estate on March 11, 2003 in the amount of \$2,805.13 "plus interest and all costs." Copies of the notice from defendants and the Sheriff's Notice are attached as Exhibit C hereto.

23. Upon contacting defendants' office, plaintiff was informed by defendants that she was required to pay defendants in excess of \$2,800 to cancel the sale. Defendants sent plaintiff a letter dated March 3, 2003 which included a computer print-out of the amounts assessed against her. The computer print-out confirmed that plaintiff paid the sum of \$553.60 in the summer of 2002, which was more than twice the original water rent claim of \$252.71. Nonetheless, defendants claimed a total balance due from plaintiff in the amount of \$2,806.21. *See Exhibit D* hereto.

24. The amount demanded by defendants included charges, interest, penalties and collection costs not authorized by the agreement creating the debt or permitted by law.

25. Defendants knew or should have known that their actions violated the FDCPA, the FCEUA, the CPL and Act 6. Additionally, defendants could have taken the steps necessary to bring their actions within compliance with the FDCPA, FCEUA, the CPL and Act 6, but neglected to do so and failed to adequately review their actions to insure compliance with said laws.

26. At all times pertinent hereto, defendants were acting by and through their agents, servants and/or employees, who were acting within the scope and course of their employment, and under the direct supervision and control of the defendants herein.

27. At all times pertinent hereto, the conduct of defendants, as well as that of their agents, servants and/or employees, was malicious, intentional, willful, reckless, negligent and in wanton disregard for the law and the rights of the plaintiff herein.

28. As a result of defendants' conduct, plaintiff has sustained actual damages including payment of unlawful interest, penalties, collection charges, costs, attorneys' fees and out of pocket expenses.

IV. CLASS ACTION ALLEGATIONS

29. This action is brought as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of the following class of individuals: all persons who, as owners of real property located in the City of Bethlehem, Pennsylvania, received communications from defendants after January 3, 2002 relating to municipal claims for water and sewer assessments asserted by the City of Bethlehem, as well as fees and costs (the "Class"). Excluded from the Class are the defendants, their parents, subsidiaries and affiliates, and all governmental agencies.

30. The Class is so numerous that joinder of all members is impracticable. Upon information and belief, defendants continually sent out hundreds if not thousands of dunning letters virtually identical to those sent to plaintiff to consumers throughout the City of Bethlehem. Thus, although the precise number of Class members is known only to the defendants, defendants regularly collect or attempt to collect consumer debt in Lehigh County. Because the collection letters are standard form letters sent to consumers, numerosity may be presumed.

31. There are questions of law and fact common to the Class which predominate over

any questions affecting only individual Class members. Among the predominating common questions of fact and law are the following:

- a) Whether defendants violated the FDCPA, the FCEUA and the CPL by mailing the letters described above or written communications substantially in the form of the letters to the consumers during the applicable time period;
- b) Whether defendants charged interest upon charges other than the claim for water rents, charged interest upon interest, and whether such charging and/or compounding of interest violated Pennsylvania law, including Act 6 and the CPL;
- c) Whether defendants' imposition of an attorney's fee of one hundred and fifty dollars (\$150.00) for a non-attorney's sending of a single form letter to collect debt was an unlawful collection fee in violation of the FDCPA, the FCEUA and the CPL;
- d) Whether defendants' letters were false, deceptive, misleading and unfair in violation of the FDCPA, the FCEUA and the CPL where no attorneys were actively involved in the preparation, review or generation of the letters;
- e) Whether the letters were false, deceptive, misleading and unfair in violation of the FDCPA, the FCEUA and the CPL in misrepresenting the amount of the debt;
- f) Whether defendants' collection of or attempts to collect attorney's fees and their designing, compiling, furnishing and mailing the letters to the Class members during the applicable time period constitute a violation of the FDCPA, the FCEUA and the CPL;
- g) Whether defendants' failure to disclose in their initial communications that they were a debt collector attempting to collect a debt and that any information obtained would be used for that purpose, that the plaintiff had certain validation/verification rights with respect to the debt and defendants' failure to disclose in all communications that they were a debt collector

constituted a violation of the FDCPA, the FCEUA and the CPL;

h) Whether defendants have collected interest, penalties, fees, charges and collection costs in excess of the amount permitted by Act 6, the CPL and other applicable law;

i) Whether the interest, penalties, costs, fees and collection charges imposed by defendants are unreasonably large in light of the anticipated or actual harm caused by any breach of the agreements between plaintiff and the City of Bethlehem and constitute unfair penalties;

j) Whether defendants have become unjustly enriched by their collection of amounts not permitted by law; and

k) Whether plaintiff and the members of the Class are entitled to injunctive relief and damages for defendants' unlawful conduct described herein.

32. Plaintiff's claims are typical of the claims of the Class, which all arise from the same operative facts and are based on the same legal theories, and plaintiff and the members of the Class sustained ascertainable loss in the form of payment of unlawful collection fees and other damages arising from defendants' wrongful conduct in violation of law.

33. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff is committed to vigorously litigating this matter and has retained counsel experienced in handling class actions and claims involving unlawful business practices. Neither Plaintiff nor her counsel have any interests which might cause them not to vigorously pursue this claim.

34. This action should be maintained as a class action because the prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members which would establish incompatible standards of conduct for the parties opposing the Class, as well as a risk of adjudications with

respect to individual members which would as a practical matter be dispositive of the interests of other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

35. Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

36. Whether a Class member was sent the offending letters can be determined by ministerial inspection of defendants' records.

37. A class action is a superior method for the fair and efficient adjudication of this controversy. The interest of Class members in individually controlling the prosecution of separate claims against defendants is small because the maximum statutory damages in an individual action under the FDCPA is up to \$1,000. Management of the Class claims is likely to present significantly fewer difficulties than those presented in many class claims. The identities of the Class members may be obtained from defendants' records.

V. CLAIMS FOR RELIEF

Count One – Violation of the FDCPA

38. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

39. Defendants are "debt collectors" as defined by section 1692a(6) of the FDCPA.

40. Plaintiff is a "consumer" as defined by section 1692a(3) of the FDCPA.

41. The letters sent to the plaintiff by defendants are each a "communication" relating to a "debt" as defined by sections 1692a(2) and 1692a(5) of the FDCPA.

42. Defendants violated the FDCPA. Defendants' violations include, but are not

limited to, violations of 15 U.S.C. §§ 1692e, 1692e(3), 1692e(5), 1692e(9), 1692e(10), 1692e(11), 1692e(14), 1692f, 1692g(a) and 1692j as evidenced by the following conduct:

- (a) Falsely representing or implying that the letters were from an attorney;
- (b) Threatening to take action defendants never intended to take;
- (c) The use or distribution of any written communication which creates a false impression as to its source, authorization, or approval;
- (d) Failing to disclose clearly in all communications made to collect a debt or to obtain information about plaintiff, that the defendants are attempting to collect a debt and that any information will be used for that purpose;
- (e) Failing to send plaintiff all of the required information pursuant to section 1692g(a) of the FDCPA;
- (g) Designing, compiling and/or furnishing any form knowing that such form would be used to create the false belief in the least sophisticated consumer that a person other than the creditor of such consumer is participating in the collection of or is attempting to collect a debt such consumer allegedly owes such creditor, when in fact such person is not so participating; and
- (h) Using false, deceptive, misleading and unfair or unconscionable means to collect or attempt to collect an alleged debt.

43. Defendants' acts as described above were done with malicious, intentional, willful, reckless, wanton and negligent disregard for plaintiff's rights under the law and with the purpose of coercing plaintiff to pay the alleged debt.

44. As a result of the above violations of the FDCPA, defendants are liable to plaintiff in the sum of plaintiff's statutory damages, actual damages and attorney's fees and costs.

Count Two - FCEUA and CPL

45. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

46. Defendants are “debt collectors” as defined by section 2270.3 of the FCEUA.

47. Plaintiff is a “debtor” as defined by section 2270.3 of the FCEUA.

48. The letters sent by defendants are "communications" relating to a "debt" as defined by section 2270.3 of the FCEUA.

49. Pursuant to 73 P.S. §2270.4(a), any violation by a debt collector of the FDCPA is a violation of the FCEUA.

50. Defendants engaged in unfair methods of competition and unfair or deceptive acts or practices, as defined by the CPL, by attempting to collect the debt in violation of the FCEUA. Defendants violated the FCEUA and CPL by engaging in the following conduct:

a) Falsely representing the amount of the debt and any services rendered or compensation which may be lawfully received by any debt collector for the collection of a debt in violation of section 1692e(2)(A) of the FDCPA;

b) Falsely representing or implying that the letters were from an attorney in violation of section 1692e(3) of the FDCPA;

c) Using false representations and deceptive means to collect or attempt to collect a debt in violation of section 1692e(10) of the FDCPA;

d) Failing to disclose clearly in all communications made to collect a debt or to obtain information about the plaintiff, that the defendants were attempting to collect a debt and that any information would be used for that purpose in violation of section 1692e(11) of the

FDCPA;

e) Failing to send plaintiff all of the information required pursuant to section 1692g(a) of the FDCPA;

f) Collecting and attempting to collect unauthorized amounts in violation of section 1692f(1) of the FDCPA; and

g) Otherwise using false, deceptive, misleading and unfair or unconscionable means to collect or attempt to collect a debt.

51. Defendants' acts as described above were done with intentional, willful, reckless, wanton and negligent disregard for plaintiff's rights under the law and with the purpose of coercing plaintiff to pay the debt.

52. Defendants have charged interest on fees and charges other than the water rents, and have charged interest upon interest, in violation of Pennsylvania law, and have done so in an unfair and deceptive manner. Such compounding of interest violates Pennsylvania law and constitutes a *per se* violation of the CPL. Defendants' manner of charging plaintiff and the Class for excessive and compounded interest was deceptive conduct which created a likelihood of confusion or misunderstanding, in violation of the CPL.

53. As a result of the above violations of the FCEUA and CPL, plaintiff has suffered ascertainable losses entitling plaintiff to an award of statutory, actual and treble damages and attorney's fees and costs.

Count Three - Act 6

54. Plaintiff repeats and realleges all paragraphs above as if fully set forth herein.

55. Under Act 6, a debtor cannot be charged or required to pay interest or charges in excess of that provided by law. 41 Pa. Stat. Ann. §§ 501, 502.

56. Defendants have collected and attempted to collect interest and penalties in excess of the limit allowed by Act 6.

57. Defendants have collected and attempted to collect interest on fees and charges other than the water rent claim and have charged and/or collected interest upon interest, in violation of Pennsylvania law.

58. Plaintiff has suffered damages as a result of defendants' violations of Act 6.

59. As a result of the violations of Act 6, defendants are liable to plaintiff and the Class for actual damages, triple damages, attorneys' fees and costs, pursuant to sections 502 and 503 of Act 6.

Count Four - Imposition of Illegal Penalty

60. Plaintiff repeats and realleges all paragraphs above as if fully set forth herein.

61. The interest, penalties, costs, fees and collection charges imposed by defendants are unreasonably large in light of the anticipated or actual harm caused by any breach of the agreement between plaintiff and the City of Bethlehem and constitute unfair penalties.

62. As a result of the imposition of the interest, penalties, costs, fees and collection charges, plaintiff and members of the Class have been harmed entitling them to damages pursuant to the common and statutory laws of Pennsylvania.

Count Five - Unjust Enrichment

63. Plaintiff repeats and realleges all paragraphs above as if fully set forth herein.

64. Defendants have been unjustly enriched at the expense of plaintiff and the Class by their collection of unreasonable interest, penalties, costs, fees and collection charges not allowed by law.

65. As a result, defendants have been unjustly enriched and plaintiff and members of

the Class have suffered damages.

VI. JURY TRIAL DEMAND

66. Plaintiff demands trial by jury on all issues so triable.

VII. PRAYER FOR RELIEF

WHEREFORE, plaintiff respectfully prays that relief be granted as follows:

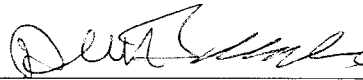
- (a) That an order be entered certifying the proposed Class under Rule 23 of the Federal Rules of Civil Procedure and appointing plaintiff and her counsel to represent the Class;
- (b) That an order be entered declaring that defendants' actions as described above are in violation of the FDCPA, the FCEUA, the CPL and Act 6;
- (c) That an order be entered enjoining defendants from continuing to communicate with plaintiff and members of the Class in violation of the FDCPA, the FCEUA and the CPL;
- (d) That judgment be entered against defendants for actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- (e) That judgment be entered against defendants for statutory damages pursuant to 15 U.S.C. § 1692k(a)(2)(A) and (B);
- (f) That judgment be entered against defendants for actual and treble damages pursuant to 41 P.S. § 502 and 73 P.S. § 201-9.2(a);
- (g) That judgment be entered against defendants for statutory damages pursuant to 73 P.S. § 201-9.2(a);
- (h) That judgment be entered for punitive damages;
- (i) That the Court award costs and reasonable attorneys' fees, pursuant to 15 U.S.C. § 1692k(a)(3), 41 P.S. § 503 and 73 P.S. § 201-9.2(a); and

(j) That the Court grant such other and further relief as may be just and proper.

DONOVAN SEARLES, LLC

Dated: March 31, 2003

By:



David A. Searles
1845 Walnut Street, Suite 1100
Philadelphia, PA 19103
(215) 732-6067

Attorneys for Plaintiff and the Class

EXHIBIT A

Portnoff Law Associates, Ltd.

POB 540
Wynnewood, PA 19096-0540
(800) 561-7989

308 East Lancaster Avenue
Wynnewood, PA 19096
(610) 649-9550 fax (610) 649-9698

May 9, 2002

Michael A. Piper
Bridget A. Piper
828 Kossuth St
Bethlehem, PA 18017-7117



Re: Delinquent water fees due the City of Bethlehem
Property: 828 Kossuth St
Bethlehem, Pennsylvania
Amount Due: \$576.07

Dear Mr. and Mrs. Piper:

This is to advise you that on May 1, 2002, the City of Bethlehem filed a lien against the above-referenced property for non-payment of your water fees. A copy of the lien is attached hereto for your reference. The amount required to clear this lien is \$576.07, which includes the delinquent charges, interest, penalty and costs of collection.

Unless your check in that amount is received by Portnoff Law Associates, Ltd., POB 540, Wynnewood, PA 19096-0540 within fifteen (15) days, a Writ of Scire Facias will be filed with the Prothonotary of Northampton County which begins the process towards the scheduling of a Sheriff's Sale of the real estate. The effect of these further proceedings can amount to additional costs in excess of Two Thousand Dollars (\$2,000.00) as set forth in the lien. We strongly urge you to pay the full amount above to this office within the time period specified as this is the only way to avoid these increased charges.

If you have any questions, please contact this office.

Very truly yours,

PORTNOFF LAW ASSOCIATES, LTD.

BY: _____

DAWN M. SCHMIDT
Ext. 7

COPY

EXHIBIT B

PRAECIPE FOR WRIT OF EXECUTION - (Money Judgments)
P.R.C.P. 3101 TO 3149

City of Bethlehem
10 E. Church Street, Bethlehem, PA 18018

IN THE COURT OF COMMON PLEAS
OF NORTHAMPTON COUNTY, PENNA.

No. C48CV2002-3178

VS

PRAECIPE FOR WRIT OF EXECUTION
(MONEY JUDGMENT)

Michael A. Piper & Bridget A. Piper
828 Kossuth St, Bethlehem, PA 18017-7117

To The Prothonotary: Issue writ of execution in the above matter.

(1) Directed to the sheriff of Northampton County, Penna.:

(2) Against Michael A. Piper & Bridget A. Piper, Defendant(s):

(3) And against _____ Garnishee(s):

(4) And index this writ

(A) Against Michael A. Piper & Bridget A. Piper, Defendant(s)

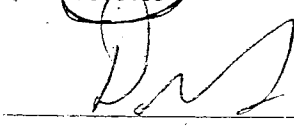
And (B) Against _____ Garnishee(s)

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)

828 Kossuth St
Bethlehem, Pennsylvania
Tax Parcel No: N7SW4C13100212

(5) Amount Due	\$	465.77
Interest from October 24, 2002	\$	4.36
Costs to be added	\$	2,335.00
Credit Payments Received	<\$	00
TOTAL AMOUNT DUE	\$	2805.13

Date 2/5/03


1-800-561-7989
Attorney for Plaintiff(s)

NOTE

Under paragraph (1) when the writ is directed to the sheriff of another county as authorized by Rule 3101 (B), the county should be indicated.

Under rule 3101 (C) a writ issued on a transferred judgment may be directed only to the sheriff of the county in which issued.

Paragraph (3) above should be completed only if a named garnishee s to be included in the writ.

Paragraph 4, (A) should be completed only if indexing of the execution in the county of issuance, is desired as authorized by Rule 3104 (A). When the writ issues to another county indexing is require as of course in that county by the prothonotary. See Rule 3104 (B).

Paragraph 4, (B) should be completed only if real property in the name of the garnishee is attached as indexing as a lis pendens is desired. See Rule 3104 (C).

EXHIBIT C

02-09641-0/NF
PORTNOFF LAW ASSOCIATES, LTD.
BY: DAWN M. SCHMIDT, ESQUIRE
POST OFFICE BOX 540
WYNNEWOOD, PA 19096-0540
(610) 649-9550

ATTORNEY FOR PLAINTIFF
ATTORNEY ID 83531

City of Bethlehem
10 E. Church Street
Bethlehem, PA 18018
Plaintiff

: IN THE COURT OF COMMON PLEAS
: NORTHAMPTON COUNTY PA
: NO. C48CV2002-3178
: IN REM

71.00

vs.

Michael A. Piper
Bridget A. Piper
828 Kossuth St
Bethlehem, PA 18017-7117
Defendant(s)

252.71

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Michael A. Piper and Bridget A. Piper
828 Kossuth St
Bethlehem, PA 18017-7117

Single-family residential dwelling

Your house (real estate) at 828 Kossuth St, Bethlehem, Pennsylvania, is scheduled to be sold at Sheriff's Sale on Friday, May 9, 2003 at 10:00 a.m. in the Jury Lounge of the Northampton County Government Center, 669 Washington Street, Easton, Pennsylvania, to enforce the Court Judgment of \$465.77 obtained by City of Bethlehem against you.

NOTICE OF OWNER'S RIGHTS

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

To prevent this Sheriff's Sale you must take immediate action:

1. The sale will be canceled if you pay to the Plaintiff the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call: (610) 649-9550.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice at bottom on how to obtain an attorney).

**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE
OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling 610-559-3084.

2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.

3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call 610-559-3084.

4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.

5. You have the right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.

6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after.

7. You may also have other rights and defenses, or ways of getting your home back, if you act immediately after the sale.

**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 LISTED
BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Northampton County Bar Association
155 S. 9th Street
Easton, PA 18042
610-258-6333



NORTHAMPTON COUNTY SHERIFF'S DEPARTMENT
NORTHAMPTON COUNTY GOVERNMENT CENTER
669 WASHINGTON STREET
EASTON, PA 18042
Phone 610-559-3084 Fax 610-559-3710

Jeffrey K. Hawbecker
Sheriff

SHERIFF'S NOTICE

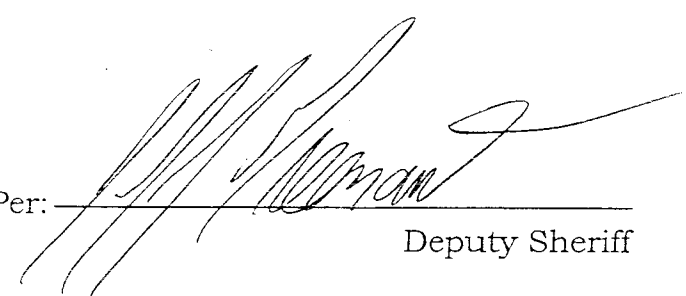
REAL DEBT OF \$2,805.13 PLUS INTEREST AND ALL COSTS

The real estate situated at 828 Kossuth Street, Bethlehem, Northampton County, Pennsylvania, has been levied on by me this 11th day of MARCH, 2003, by virtue of a certain Writ of Execution pursuant to No. CV-2002-003178, at the suit of City of Bethlehem vs. Michael A. Piper and Bridget A. Piper.

ALL LIGHTING, PLUMBING, AND HEATING FIXTURES ARE CONSIDERED PART OF THE REAL ESTATE AND MAY NOT BE REMOVED FROM THE PREMISES.

Jeffrey K. Hawbecker, Sheriff
Northampton County

Per: _____


Deputy Sheriff

Attorney for the plaintiff:
Dawn Schmidt, Esquire
P.O. Box 540
Wynnewood, PA 19096

Post

EXHIBIT D

Portnoff Law Associates, Ltd.

POB 540
Wynnewood, PA 19096-0540
(800) 561-7989

308 East Lancaster Avenue
Wynnewood, PA 19096
(610) 649-9550 fax (610) 649-9698

March 3, 2003

Michael A. Piper
Bridget A. Piper
828 Kossuth St
Bethlehem, PA 18017-7117

**Re: City of Bethlehem
Vs. Piper
Property: 828 Kossuth St
Bethlehem, Pennsylvania
Balance Due: \$2,806.21
Sheriff's Sale Date: May 9, 2003**

Dear Mr. and Mrs. Piper:

As per a recent conversation with Mrs. Piper, please find enclosed the computer print-out of your financial file. Please be advised that the balance and interest accrued must be paid in full before the May 9, 2003 date to stop the Sheriff's Sale.

If you have any questions regarding the above, please call this office.

Very truly yours,

PORTNOFF LAW ASSOCIATES, LTD.

BY: 

NICOLE FOULKE
Legal Assistant

NF/02-09641-0/QKD
enclosure

DATE: 3/03/03 2/20/02 FILE DATA SUMMARY PRINTED BY: NICOLE F

FILE #: 02-09641-0 MC BH MN Collection ACTIVE
0307-50: City of Bethlehem 55-46330828-00P

NAME: Piper Michael A.
ADDR 1: 828 Kossuth St Home Phone:
ADDR 2:
CITY... Bethlehem PA X-REF#: SS#:
EMPLER: LINK#: 0 B/DATE: 0/00/00
ADDR 1: 828 Kossuth St
ADDR 2: Work Phone: 1/91-11/01
CITY... Bethlehem PA 18017
ATTNY.:
ALT...:

L/ACT: PT DATE: 2/26/03 S/DATE: 5/01/02 J/DATE: 10/24/02 J/AMT: 465.77

	PRINCIPAL	INTEREST	A/FEEs	CP/COST	NET BAL	O/COST	TOTAL
CHARGES	252.71	14.19	1,375.00	1,716.50	3,358.40	.00	3,358.40
PAYMENT	.00	.00	436.10	117.50	553.60	.00	553.60
BALANCE	252.71	14.19	938.90	1,599.00	2,804.80	.00	2,804.80
LAST PAYMENT	8/05/02	LAST INT CAL	1/28/03		1.41		1.41
LAST PAY AMT	277.00	INT RATE	6.000%		2,806.21		2,806.21
COUNTY: 48	COURT: CP	DOC #:	C48CV2002-3178	BOOK	19981	PAGE	117166
D/L...:	N7SW4C13100212						
SPEC. COMM:	water fees - fees						

balance due

DATE: 3/03/03 2/20/02 FILE HISTORY PRINTED BY: NICOLE F

2/20/02	FWD	Placement Amount	BH		252.71		252.71
		Time: 6:00					
2/21/02	INC	Interest	2/20/02- 2/21/02		.04		252.75
3/08/02	FDL	fee for demand letter		AMH			252.75
		Time: 6:00					
4/01/02	INC	Interest	2/21/02- 4/01/02		1.62		254.37
4/04/02	150	\$150 fee			150.00		404.37
		Time: 6:00					
4/29/02	INC	Interest	4/01/02- 4/29/02		1.16		405.53
	150	\$150 fee			150.00		555.53
	CCL	Court costs lien		AMH	20.50		576.03
		Time: 6:00					
4/30/02	INC	Interest	4/29/02- 4/30/02		.04		576.07
5/28/02	INC	Interest	4/30/02- 5/28/02		1.16		577.23
	150	\$150 fee			150.00		727.23
	CFW	Court Fee Writ Scire Facias			10.00		737.23
	SFW	Sheriff fee Writ Scire Facias		AMH	87.00		824.23
6/21/02	INT	Interest	05/28/02-06/21/02	AEP	1.00		825.23
		Time: 6:00					
7/08/02	INC	Interest	6/21/02- 7/08/02		.71		825.94
7/10/02	INC	Interest	07/08/02-07/10/02		.08		826.02
		Time: 2:07					
	DP	Debtor payment check		RC	276.50		549.42
		Time: 6:00					
8/05/02	INC	Interest	07/10/02-08/05/02		1.08		550.50
		Time: 2:08					
	DP	Debtor payment check		RC	277.00		273.50
		Time: 6:00					

8/19/02	INC	Interest	8/03/02- 9/09/02	1.45	274.95
8/16/02	INC	Interest	9/09/02- 9/16/02	.29	275.24
	4	Legal Fee		25.00	300.24
		Time:	6:00		
8/30/02	INC	Interest	9/16/02- 9/30/02	.58	300.82
9/14/02	INC	Interest	9/30/02-10/14/02	.58	301.40
9/23/02	150	\$150 fee		150.00	451.40
	NF	Notary Fee		4.00	455.40
	CCJ	court costs-default judgment	AMH	10.00	465.40
		Time:	6:00		
10/04/02	INC	Interest	10/14/02-11/04/02	.87	466.27
11/09/03	INC	Interest	11/04/02- 1/09/03	2.74	469.01
1/13/03	TSF	Title search fee		75.00	544.01
		Time:	6:00		
1/27/03	INC	Interest	1/09/03- 1/27/03	.75	544.76
1/28/03	WRP	Writ of Execution - PLA fee		750.00	1,294.76
	CCW	court costs woe		10.00	1,304.76
	SWE	Sheriff fee execution	MEW	1,500.00	2,804.76
		Time:	6:00		
	INC	Interest	1/27/03- 1/28/03	.04	2,804.80