

00-69-CD
PROVIDENT BANK "vs" ROBERT A. HORNER

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

(1) PROVIDENT BANK

Plaintiff

No. 00-69-CO

vs.

COMPLAINT IN CIVIL ACTION

(84) ROBERT A. HORNER

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

Lori A. Gibson, Esquire
Pa. I.D. #68013
WELTMAN, WEINBERG & REIS CO., L.P.A.
2601 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#01767407

FILED

JAN 19 2000

William A. Shaw
Prothonotary

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

PROVIDENT BANK

Plaintiff No.

vs.

ROBERT A. HORNER

Defendant

COMPLAINT IN CIVIL ACTION AND 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 an 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

LAWYER REFERRAL SERVICE
PA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
1 (800) 692-7375

COMPLAINT

1. Plaintiff is a corporation with offices in Cincinnati, Ohio 45274.
2. Defendant is an adult individual residing at RR2, Box 42A, Mahaffey, Clearfield County, Pennsylvania 15757.
3. Defendant applied for and received a Visa credit card issued by Plaintiff bearing the account number 4046-9460-0052-3334.
4. Through the retention and use of the aforesaid Visa credit card account, Defendant became bound by the terms and conditions of the cardholder Agreement, a true and correct copy of which is attached hereto, marked as Exhibit "1" and made a part hereof.
5. Defendant made use of said Visa credit card and has currently a balance due and owing to Plaintiff, as of November 19, 1999, in the amount of \$3,486.81, as shown by Plaintiff's Statement of Account attached hereto, marked as Exhibit "2" and made a part hereof.
6. Defendant is in default of the terms of the cardholder Agreement having not made payment to Plaintiff as promised, thereby rendering the entire balance immediately due and payable.
7. Plaintiff avers that the written Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the rate of 23.24% per annum on the unpaid balance.

8. Plaintiff avers that finance charges calculated at the aforesaid rate from November 19, 1999 to December 19, 1999 amount to \$67.53.

9. Plaintiff avers that the Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

10. Plaintiff avers that such attorneys' fees will amount to \$75.00.

11. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges, attorneys' fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, Robert A. Horner, individually, in the amount of \$3,629.34 with continuing finance charges thereon at the rate of 23.24% per annum plus costs.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

Lori A. Gibson, Esquire
Pa. I.D. #68013
WELTMAN, WEINBERG & REIS CO., L.P.A.
2601 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#:01767407

Provident Bank Credit Card Agreement

This Agreement explains the terms of your credit card Account. Please read this Agreement and keep it with your records.

1. Definitions In this Agreement, the words "you," "your" and "borrower" mean anyone who signs the Credit Card Application or otherwise agrees to be obligated under this Agreement. The words "Credit Card Program," "we," "our" or "us" mean The Provident Bank, the sponsor of the Credit Card Program and the creditor in this Agreement. The word "Account" means your credit card Account. The Word "card(s)" means any and all credit card(s) which the Credit Card Program issues to your Account. The word "purchases" means amounts charged to your Account when you use your card or give your Account number to buy or lease goods or services. "Purchases" also means the fees and charges which, when charged to your Account, are treated as purchases and are subject to a finance charge. The phrase "cash advances" means loans charged to your Account which you obtain by use of your card, your Account number or convenience checks. The phrase "balance transfer" means loans charged to your Account which you obtain by use of balance transfer checks or balance transfer forms.

2. Your Responsibility This Agreement will be effective when you or any other person you authorize to use the card or the Account ("Authorized User") uses the card or the Account, or if you fail to cut your card(s) in half and return it to us within 30 days after it is issued to you. You are legally responsible for repaying the entire amount owed to the Credit Card Program under this Agreement.

Upon your request, the Credit Card Program may issue additional cards to person(s) you authorize to use the Account. These persons as well as you are also responsible for charges they make with their cards. If this is a joint Account, each of you, together and individually, is responsible for all amounts owed, even if the Account is only used by one of you. You agree to the terms of this Agreement, as it may be amended from time to time, when you obtain credit or authorize others to obtain credit under this Agreement. Anyone you authorize to use the Account is also subject to the terms of this Agreement. By using your credit card Account, or by signing any charge slip drawn on your credit card account or by signing any Balance Transfer authorization or Balance Transfer Check or Convenience Check, you will be confirming that you agree to the terms of this Agreement, as it may be amended from time to time.

3. Credit Limit Your total credit limit ("Total Credit Limit") is the combined amount of credit for purchases, balance transfers, convenience checks and cash advances that the Credit Card Program agrees to extend to you at any one time under this Agreement. You may also receive a separate credit limit for Cash Advances, which will be a portion of your Total Credit Limit ("Cash Advance Credit Limit"). Your Total Credit Limit is shown

on each Account statement. The Credit Card Program can change the amount of your Total Credit Limit at any time without prior notice to you. You may not use your Account in any way that would cause you to go over your Total Credit Limit. We may refuse to authorize or accept any transaction on your Account which would cause you to exceed your credit limit. It is your obligation not to exceed the Total Credit Limit for your Account. If you owe more than your Total Credit Limit, you agree to pay the excess immediately upon our request and we may charge you an over-the-limit fee, as described in Section 10 of this Agreement, and/or suspend your Account privileges or cancel your Account as described in Section 16 of this Agreement.

4. How to Use Your Account

a.) **Purchases:** You can use your cards to buy or lease goods or services wherever the card is honored. (Credit life insurance charges, copy fees, card replacement fees, annual membership fees, returned check fees, the amount of any returned check, over-the-limit fees, and late payment fees are deemed to be Purchases subject to finance charge.)

b.) Balance Transfers:

i.) **Balance Transfer Checks:** the Credit Card Program may also, at its option, give you special checks which you can use to reduce or pay off the balance on credit card Accounts you may have with other institutions (called "Balance Transfer Checks"). Balance Transfer Checks may not be used to make payment on any Credit Card Program Account. The minimum amount of any Balance Transfer Check is \$500.00.

ii.) **Balance Transfer Form:** The Credit Card Program may also, in connection with the opening of your Account or from time to time, supply you with Balance Transfer Forms for you to fill in, sign and return to the Credit Card Program. The Credit Card Program will pay the balances you have authorized to be transferred up to your Total Credit Limit, unless otherwise limited by the terms or conditions of the Balance Transfer Form, so that any such balances at other financial institutions will be transferred to the Credit Card Program.

c.) **Cash Advances:** You can also use your Account to obtain cash loans or ATM loans, which will be referred to collectively as "Cash Advances." The two types of Cash Advances are described as follows:

i.) **Cash Loans:** You can use your card to get cash loans from any financial institution that accepts the card. **THE AMOUNT OF ANY ONE CASH ADVANCE MAY NOT EXCEED 50% OF THE CREDIT LIMIT.** Authorizations for Cash Advance transactions over a certain dollar amount or number may be refused under certain circumstances even though you have credit available.

These restrictions are for security reasons and, therefore, we can not explain the details of our authorization system.

ii.) **ATM Loans:** You can use your card to get cash loans from any automated teller machine ("ATM") that accepts the card. The total amount of ATM loans you may get in one day is \$200.00 (with the use of Visa and MasterCard) and \$500.00 (with the use of Visa Gold, MasterCard Gold and Visa Platinum).

The amount of any Cash Advance will be charged to your Account and will appear on your Account statement. You will be charged a transaction fee for Cash Advances in the amount set forth in the Pricing Addendum.

d.) **Obtaining Credit Without a Card:** If you give your Account number to make Purchases, or Balance Transfers or to obtain Cash Advances without using your card (such as for a mail order or a telephone purchase), you will be responsible for the amount of the Purchases, Balance Transfers or Cash Advances as if you had used the card.

e.) **Convenience Checks:** If we supply you with personalized Convenience Checks, they will be subject to the following conditions: Only the person whose name is printed on a Convenience Check may sign it. All Convenience Checks must be written in U.S. dollars. We will not certify a Convenience Check. We are entitled to return it unpaid if there is not enough available credit on your Account to pay it, if you are in default under this Agreement, if your Card or Convenience Checks have been reported lost or stolen, or if the Convenience check is post dated (shows a future date). Any Convenience Check that we pay will be added to your Account as a Cash Advance. A Convenience Check cannot be used to make a payment on any of your Accounts.

5. **Monthly Statements:** We will send you a monthly statement at the end of each billing period (intervals of approximately one month which we call "Billing Cycles") if there is any balance on your Account of \$1.00 or more.

6. **Minimum Payments:** You must make a minimum payment in each Billing Cycle in which you have a new balance on your Account. The minimum payment in each Billing Cycle is 3% of the new balance as shown on your monthly statement, rounded to the nearest whole dollar, plus any unpaid minimum payment from prior statements and amounts which exceed your Total Credit Limit. However, the minimum payment will not be less than \$20.00 or the exact amount of your new balance. You must pay at least the minimum payment shown on each monthly statement by the due date to avoid delinquency. You may pay the entire new balance on your Account at any time.

7. **Annual Percentage Rate:** The Credit Card Program figures the FINANCE CHARGE separately on Purchases, Balance Transfers and Cash Advances by using monthly periodic rates which are 1/12th of the corresponding ANNUAL PERCENTAGE RATE. If this is a new Account and you are receiving this Agreement for the first time, all monthly periodic rates and the corresponding Annual Percentage Rate(s) are shown on the Pricing Addendum accompanying this Agreement. If your Account is an existing

Account and you have previously received monthly periodic rates, the rates are shown on your monthly statement.

8. **Introductory and Promotional Rate Offers:** At the Credit Card Program's discretion, we may offer you an introductory annual percentage rate for all or a part of the purchase and/or Cash Advance and/or Balance Transfers balances. The period of time for which the introductory rate applies may be limited. Any introductory rate, the corresponding periodic rates, and the period of time during which it is in effect will appear on the Pricing Addendum included with this Agreement. We may also offer you a promotional annual percentage rate to encourage specific transactions, such as transferring balances from accounts you have with other credit card issuers. Any introductory or promotional rate offer will be subject to the terms of the offer and this Agreement.

9. **How we Compute the Finance Charge:** Finance Charges on Purchases are figured by applying a Monthly Finance Charges for purchases are figured by applying a Monthly Periodic Rate (Annual Percentage Rate divided by 12) to your Average Daily Balance of Purchases. To determine the Average Daily Balance of Purchases, we take the beginning balance of purchases on your Account each day, add any new purchases, any unpaid finance charges on purchases, or any other charges posted to your Account, and subtract any payments and credits applied to your Account that day. This gives us the daily balance of purchases. Then, we add up all the daily balances of purchases for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

A Finance Charge is imposed from the date of each Purchase (or, at our discretion, on the date the Purchase is posted to your Account) until the date it is fully paid. However, no Finance Charge is imposed on new Purchases in the Billing Cycle in which they are posted to your Account if the prior Billing Cycle you had no New Balance or if you paid the entire New Balance on your Account by the Payment Due Date on that monthly statement. The Payment Due Date will be no less than 25 days after the closing date of your previous Billing Cycle. No Finance Charge will be imposed on new Purchases if the New Balance shown on your billing statement is paid in full within 25 days of the Billing Date.

Cash Advances (Loans)

Finance Charges for Cash Advances are figured by applying the Monthly Periodic Rate to your Average Daily Balance of Cash Advance Fee(s).

To determine the Average Daily Balance of Cash Advances on your Account, we take the beginning balance of Cash Advances on the transaction date of each day, add any new Cash Advances as of the transaction date of the cash Advance (or the posting date, in the case of Convenience

Checks and Balance Transfers), add any unpaid Finance Charges on Cash Advances, and subtract any payments and credits applied to Cash Advances that day. This gives us the daily balance of Cash Advances. Then, we add up all the daily balances of Cash Advances for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances (including Convenience Checks and Balance Transfers). A Finance Charge is imposed on a Cash Advance, or portion of it, from the date the Cash Advance is made, until the date it is fully paid.

Computation of Finance Charge

Once we have the Average Daily Balances, we compute the Finance Charge as follows: We multiply the Average Daily Balance of Purchases by the Monthly Periodic Rate applicable to them and add the results together.

The monthly Periodic Rate will be determined by dividing the Annual Percentage Rate by twelve (12). Any change in the periodic rate will go into effect on the first day of your new Billing Cycle starting after the first day of the next calendar month and may result in an increase or decrease in the Finance Charge. There will be a minimum FINANCE CHARGE of \$50 in any Billing Cycle in which a Finance Charge at a Periodic Rate is charged. We also add a fee for each Cash Advance posted to your Account.

The Monthly Periodic Rate and corresponding Annual Percentage Rate are disclosed in the enclosed Credit Card Program Pricing Addendum.

10. Account Fees

a.) **MEMBERSHIP FEE.** Refer to your Pricing Addendum to determine if an Annual Membership Fee applies to your account.

b.) RETURNED CHECK FEE.

i.) **Returned Payment Check.** If your payment check is returned to the Credit Card Program unpaid for any reason, the Credit Card Program may charge your Account a Returned Check Fee of \$25.00 for each returned check.

ii.) **Returned Balance Transfer Check.** If the Credit Card Program refuses under the terms of this Agreement to pay one or more of your Balance Transfer Checks, the Credit Card Program may charge your Account a Returned Balance Transfer Fee of \$25.00 for each of your returned Balance Transfer Checks.

iii.) **Returned Convenience Checks.** If the Credit Card Program refuses under the terms of this Agreement to pay one or more of your Convenience Checks, the Credit Card Program may charge your Account a Returned Check Fee of \$25.00 for each of your returned Convenience Checks.

c.) **OVER-THE-LIMIT FEES.** If your new balance on the closing date of the billing cycle exceeds your total Credit

Limit by any amount, the Credit Card Program may charge your Account a Over-The-Limit Fee (in the amount set forth in Pricing Addendum). If you exceed the Total Credit Limit on the closing date of the billing cycle, you will be charged only one Over-The-Limit Fee in that month.

d.) **LATE FEES.** The Credit Card Plan may charge your Account a late payment fee if the Credit Card Program does not receive your minimum payment by the payment due date (in the amount set forth in the pricing addendum).

e.) **COPY FEE.** The Credit Card Program may charge your Account \$5.00 for each page of photocopy requested of any sales slip charged to your Account or other records of your Account, including a previous statement, plus \$25.00 per hour for the time required by the Credit Card Program to make the copies. The Credit Card Program will not impose a charge, however, if a sales slip or other record reveals a billing error in your Account.

f.) **CASH ADVANCE FEE.** The Credit Card Program will charge your Account a Cash Advance fee equal to 2.9% of the U.S. Dollar amount of each Cash Advance, but not less than a minimum transaction fee of \$3.00. The Credit Card Program charges this Cash Advance transaction fee in addition to the Finance Charge that results from using the monthly periodic rate(s) and annual percentage rate(s) described above. The Cash Advance Fee will cause the Annual Percentage Rate on your billing statement to exceed the rate stated in the Pricing Addendum for Cash Advances.

11. **Lost or Stolen Cards.** If your card is lost or stolen, or if you believe that it is being used without your permission, you must notify us at once. Call us at the number shown on your monthly statement. You should also inform us in writing that your card has been lost or stolen. You should not use the Account or card after you have notified us. If your card or Account is used by an unauthorized person you may be liable, but not for more than \$50.00. You will not be liable for any Purchase or Cash Advance made after you have notified us of the loss or theft at the telephone number or the address shown on your monthly statement.

12. **Default and Collection Costs.** You will be in default if you fail to comply with any of the terms of this Agreement, fail to meet any of your other obligations when due, or upon your death or insolvency, or if you provided false information to obtain your Account. If you are in default, we may demand immediate payment of the full balance owed on your Account and we will not be required to permit any further transactions on your Account.

If you are in default and fail to pay any amounts you owe, you will be liable, to the extent permitted by applicable law, for our costs of collection and, if we refer this claim to an attorney for collection, you will be liable, to the extent permitted by applicable law, for any reasonable attorney's fees we incur, plus the costs and expenses of any legal action.

13. **Delay in Enforcement.** We can delay enforcing or fail to enforce any of our rights under this Agreement without losing them.

14. **Credit Reports.** You authorize us and our subsidiaries and affiliates to make any credit, employment, and investigative inquiries we deem appropriate related to this extension of credit or the collection of amounts owed on your Account. You also authorize us to furnish information concerning your Account or credit history with us to consumer reporting agencies and others who may properly receive that information. From time to time, we may monitor telephone calls between you and us to assure the quality of our customer service.

15. **Amendment of Agreement.** We can change this Agreement at any time as permitted by applicable law, including changing the Finance Charges and the Annual Percentage Rate and any Account fees, or adding new fees. Any change will apply to all amounts you owe at the time the change goes into effect. We will notify you of any changes to this Agreement at least 15 days before the effective date of such change. We may call or otherwise transfer your Account and any amounts owed by you to another creditor at any time. If we do, this Agreement will still be in effect.

16. **Cancellation.** You may cancel your Account at any time by notifying us in writing at the address on your monthly statement and returning all cards issued on your Account, cut in half, and returning all unused Convenience Checks. Even after your Account is closed, you remain responsible for any amounts you owe on the Account according to the terms of this Agreement. If this is a joint Account, either of you may request that the Account be closed and we will honor the request without us having any liability to the other of you. In order to cancel permission of using your Credit Card Account, you must notify us in writing and you must return to us, with your written notice, any Card in the possession of the Authorized User. You will continue to be liable for all Purchases and Cash Advances made by an Authorized User, and all other resulting Account fees and charges, until we receive your letter and the Card. The card is our property. We can suspend your Account privileges or cancel your Account at any time, with or without cause or notice. We may take such action if you do not use your Card to make Purchases or Cash Advances at least one time each year. We may issue you a different Card at any time.

17. **If Your Card Is Refused.** We are not responsible and shall have no liability if a merchant, a financial institution, an ATM, or any third party refuses to honor your card or accept a transaction on your Account. Although you may have credit available, we may be unable to authorize credit for a particular transaction due to operational difficulties or mistakes. Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions you make in one day may be limited and we may limit the number of authorizations which may be given. These restrictions are for security reasons. As a result, we cannot explain the details of how our authorization system works. Neither we nor our agents will be responsible or have any liability if authorization for a transaction is not given. If your

Account is overlimit or delinquent, authorization or credit for transactions may be declined.

18. Charges Made in Foreign Currencies

FOR VISA ACCOUNTS: If you incur a charge in a foreign currency, the charge will be converted by Visa International, Inc. into U.S. dollar amount. Visa International will use the procedures set forth in its Operating Regulations in effect at the time that the transaction is processed. Currently, those regulations provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect on the date prior to the processing date, increased by one percent in each case. Visa retains this one percent as compensation for performing the currency conversion service. The currency conversion rate is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

FOR MASTERCARD ACCOUNTS: If you incur a charge in a foreign currency, the charge will be converted by MasterCard International, Inc. into a U.S. dollar amount. MasterCard International will use the conversion procedures published from time to time to its members at the time that the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is either (1) a wholesale market rate or (2), government-mandated rate in effect on the day prior to the processing date, increased by one percent in each case. MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

19. **Applicable Law.** This Agreement is governed by the laws of the State of Ohio and federal law.

20. **Severability.** In the event that any provision of this Agreement is held or determined invalid or unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect and unaffected by such holding or determination.

21. **Entire Agreement.** This Agreement and the Pricing Addendum embodies the entire Agreement and understanding between us and supersedes all agreements, statements and understandings relating to the Credit Card Program and the terms of its use, unless otherwise expressly stated.

22. **Headings.** The headings used in this Agreement and Addendum are for the convenience of reference only and are not intended in any way to define or describe the scope or intent of any provision of the Agreement and Addendum.

23. **Security Interest for Secured Accounts.** If your Account is a secured Account, you understand that the Certificate of Deposit will be held as collateral to secure your credit card obligations to the Credit Card Plan and, in that regard, you hereby pledge and grant to the Credit Card Plan security interest in and against transfer and set over to the Credit Card Plan all rights, title and interest in the Certificate of Deposit and all personal and additional thereto. You understand that the Credit Card Plan will take physical possession of the Certificate of Deposit during the

use of your credit card or value in, and will not be permitted to redeem the Certificate of Deposit as long as the pledge and security interest under the credit card agreement, the Credit Card Plan has the right to redeem the Certificate of Deposit and apply the proceeds against the balance of all credit card obligations owed by you to the Credit Card Plan. If such redemption occurs on a date other than the maturity date, it will constitute an early withdrawal of the Certificate of Deposit which will result in the imposition of early withdrawal penalties. The law of your state of residence at the date your contract was made will govern.

Upon written notice from you to close your Secured Credit Card Account, you understand that after we have received your written request to cancel, all outstanding credit cards and convenience checks, we will continue to hold the Certificate of Deposit for 30 bank business days to allow for any late presentation of purchases, cash advances or credits.

24. **Agreement to Arbitrate.** Upon the demand of either party to this Agreement, whether before the institution of any legal proceeding or not more than 60 days after a service of a complaint, third party complaint, cross-complaint or counterclaim or any answer thereto, or amendment to any of the above, any action, dispute, claim or controversy of any kind arising out of, pertaining to or in connection with this Agreement shall be resolved by binding arbitration conducted by and under the rules of either the National Arbitration Forum or the American Arbitration Association, and judgment upon the award may be granted in any court having jurisdiction thereon. No provision of this paragraph shall limit the right of any party to this Agreement to exercise self-help remedies such as self-help, repossession and sale of any collateral or to obtain provisional or auxiliary remedies such as replevin or injunctive relief before or during the pendency of any arbitration or other proceedings. No class action arbitration may be ordered pursuant to this Agreement or arbitration and there shall not be a joinder of parties, except for joint and several liability of the parties to this Agreement. This agreement to arbitrate and there shall be no forum selected for arbitration, and the parties to this Agreement. This agreement to arbitrate shall be interpreted under the Federal Arbitration Act.

first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us 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 Our Responsibilities After We Receive Your Written Notice. We must acknowledge your letter within 30 days unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any Finance Charges related to any questioned amount. If we did not make a mistake, you may have to pay Finance Charges and you will have to make up any missed payments on the questioned amount. In either case, we 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 we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill and we must tell you the name of anyone to whom we reported you. We must tell anyone we report you to that the matter has been settled between us upon its resolution.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases. If you have a problem with the quality of property or services that you have purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: you must have made the purchase within your home state, or, if not within your home state, within 100 miles of your current mailing address; and the purchase price must have been more than \$50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Horne

01767407

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. § 4904 relating to unsworn falsification to authorities, that he/she is Kris McNutt,
Supervisor (Title) of Provident Bank (Name)
(Company), Plaintiff

herein, that he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

Kris McNutt
(Signature)

See
FILED

JAN 19 2000
m/a:36 / acc Shw.
William A. Shaw
Prothonotary
Atty. Gibson, pd
\$80.00

LORI A. GIBSON

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PROVIDENT BANK

VS

HORNER, ROBERT A.

00-69-CD

COMPLAINT

SHERIFF RETURNS

NOW FEBRUARY 10, 2000 AT 7:42 PM EST SERVED THE WITHIN
COMPLAINT ON ROBERT A. HORNER, DEFENDANT AT RESIDENCE, RR#2
BOX 42A, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA BY
HANDING TO ROBERT A. HORNER A TRUE AND ATTESTED COPY OF THE
ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS
THEREOF.

SERVED BY: NEVLING.

52.65 SHFF. HAWKINS PAID BY: ATTY.
10.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

2nd DAY OF March 2000
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

SO ANSWERS,

Chester A. Hawkins
by Marilyn Hams

CHESTER A. HAWKINS
SHERIFF

FILED

MAR 02 2000
012:59 pm
William A. Shaw
Prothonotary

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

PROVIDENT BANK

Plaintiff No. 00-69-CD
vs. PRAECIPE FOR DEFAULT JUDGMENT

84 ROBERT A. HORNER

Defendant

FILED ON BEHALF OF
Plaintiff

**COUNSEL OF RECORD OF
THIS PARTY:**

Lori A. Gibson, Esquire
PA I.D.#68013
WELTMAN, WEINBERG & REIS, CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA15219
(412) 434-7955

WWR#01767407

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

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William Shaw
Prothonotary

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

PROVIDENT BANK

Plaintiff

vs.

Civil Action No. 00-69-CD

ROBERT A. HORNER
Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, Robert A. Horner, above named, in the default of an Answer, in the amount of \$3,840.20 computed as follows:

Amount claimed in Complaint	\$3,629.34
Interest from 12/20/00 to 3/20/00 at the contract interest rate of 23.24% per annum	\$210.86
TOTAL	\$3,840.20

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: _____
Lori A. Gibson, Esquire
PA I.D.#68013

WELTMAN, WEINBERG & REIS, CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA15219
(412) 434-7955
WWR#01767407

Plaintiff's address is: c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219

And that the last known address of the Defendant is: RR2, Box 42A, Mahaffey, PA 15757

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

PROVIDENT BANK

Plaintiff

vs.

Civil Action No. 00-69-CD

ROBERT A. HORNER

Defendant

IMPORTANT NOTICE

TO: Robert A. Horner
RR2, Box 42A
Mahaffey, PA 15757

Date of Notice: March 7, 2000

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. 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:

LAWYER REFERRAL SERVICE
PA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
(800) 692-7375

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:

Lori A. Gibson, Esquire
WELTMAN, WEINBERG & REIS, CO., L.P.A.
2601 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR #01767407

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.

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

PROVIDENT BANK

Plaintiff

vs.

Civil Action No. 00-69-CD

ROBERT A. HORNER

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: () Plaintiff
 (xx) Defendant
 () Garnishee

You are hereby notified that the following
Order or Judgment was entered against
you on _____

(xx) Assumpsit Judgment in the amount
 of \$3,840.20 plus costs.

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

() If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration will be
suspended by the Department of Transportation, Bureau of Traffic Safety,
Harrisburg, PA.

(xx) Entry of Judgment of
 () Court Order
 () Non-Pros
 () Confession
 (xx) Default
 () Verdict
 () Arbitration
 Award

Prothonotary

Robert A. Horner
RR2, Box 42A
Mahaffey, PA 15757

By: _____
PROTHONOTARY (OR DEPUTY)

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL
BE USED FOR THAT PURPOSE.**

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:

Lori A. Gibson, Esquire
PAJD#68013

WELTMAN, WEINBERG & REIS, CO., L.P.A.
2601 Koppers Building
436 Seventh Avenue
Pittsburgh, PA15219
(412) 434-7955

WWR#01767407

FILED
MAY 12 2000
APR 14 2000
ATTY
P.J.
20.00 W.M.
Shaw
FREY
PROSECUTOR

COPY

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

PROVIDENT BANK

Plaintiff

No. 00-69-CD

vs.

Real Debt \$3,840.20

Atty's Comm

ROBERT A. HORNER

Defendant(s)

Costs

Int. From

Entry \$ 20.00

Instrument DEFAULT JUDGMENT

Date of Entry April 7, 2000

Expires April 7, 2005

Certified from the record this 7th day of April, 2000

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, 20 ____, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

COPY

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

PROVIDENT BANK

Plaintiff

vs.

Civil Action No. 00-69-CD

ROBERT A. HORNER

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

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Order or Judgment was entered against
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days, your motor vehicle operator's license and/or registration will be
suspended by the Department of Transportation, Bureau of Traffic Safety,
Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration
Award

Prothonotary

Robert A. Horner
RR2, Box 42A
Mahaffey, PA 15757

By: _____
PROTHONOTARY (OR DEPUTY)

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL
BE USED FOR THAT PURPOSE.**