

00-540-CD
PROVIDIAN NATIONAL BANK -vs- THOMAS E. FOSTER

FILED

MAY 08 2000

**William A. Shaw
Prothonotary**

VALERIE ROSENBLUTH PARK, ESQUIRE
Attorney I.D. #72094
PARK LAW ASSOCIATES, P.C.
25 East State Street
P.O. Box 1779
Doylestown, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

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

(111) PROVIDIAN NATIONAL BANK

Plaintiff

VS.

(43) THOMAS E FOSTER

Defendant

NO. 00-540-CD

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by 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 other claims 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.

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 32

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

VALERIE ROSENBLUTH PARK
ATTORNEY I.D. # 72094
PARK LAW ASSOCIATES, P.C.
25 EAST STATE STREET, P.O. BOX 1779
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF
ACT#:4428473057611142

CLEARFIELD COUNTY COURT OF COMMON PLEAS

PROVIDIAN NATIONAL BANK
295 MAIN STREET
TILTON, NH 03276

PLAINTIFF

VS

THOMAS E FOSTER
211 STATE ST
CURWENSVILLE, PA 16833-1333

DEFENDANT

NO. 00-540-C

CIVIL ACTION

1. The Plaintiff, PROVIDIAN NATIONAL BANK, is a national banking association organized and existing under and by virtue of the laws of the United States of America. Plaintiff solicits and maintains consumer credit accounts in Pennsylvania and is the owner of this account, which is the subject matter of this action.
2. The Defendant, THOMAS E FOSTER, is an individual who resides at 211 STATE ST, CURWENSVILLE, PA 16833-1333.
3. The Defendant is indebted to Plaintiff on the credit account by virtue of charges or cash advances incurred by the Defendant or authorized by the Defendant on a credit card or line of credit

owned by the Plaintiff bearing account number 4428473057611142.

4. The Defendant requested an account, account number 4428473057611142, which is owned by the Plaintiff, and an Account Agreement was sent to the Defendant. A copy of the Agreement is attached hereto as Exhibit "A" and made a part hereof.

5. The Defendant has failed to pay the amount owed in accordance with the Account Agreement and has failed to pay the outstanding debt as agreed.

6. The Defendant is indebted to the Plaintiff in the amount of \$6,770.70 as of 01/05/2000, plus pre-judgment contractual interest at the rate of 15.90% per annum, less payments made.

7. In accordance with the documentation attached as Exhibit "A," Plaintiff is entitled to reasonable attorney's fees, and Plaintiff will incur attorney's fees in the amount of \$1,354.14.

WHEREFORE, Plaintiff demands that judgment be rendered in favor of the Plaintiff, PROVIDIAN NATIONAL BANK, and against the Defendant in the amount of \$6,770.70, plus pre-judgment interest at the contractual rate of 15.90% per annum from 01/05/2000 until the date of the judgment herein, plus reasonable attorney's fees in the amount of \$1,354.14, less payments made, plus costs and any other such relief as this Court deems reasonable and just.

COUNT II

8. Plaintiff hereby incorporates paragraphs 1 through 7 above as though set forth in full.

9. The Defendant received a monetary benefit, which was in fact appreciated by the Defendant.

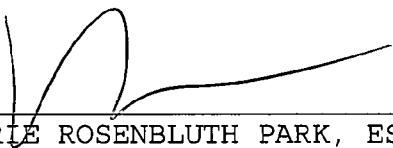
10. The Defendant accepted the benefits.

11. By virtue of the circumstances surrounding the request for funds made, the Defendant knowingly requested the funds at issue and/or knowingly and voluntarily accepted the benefits bestowed.

12. It would be inequitable for this Court to allow the Defendant to retain the benefits of the funds or to be unjustly enriched at the expense of the Plaintiff or allow the Defendant to retain the value of the funds at issue without repaying the Plaintiff the value of same.

WHEREFORE, Plaintiff demands that judgment be rendered in favor of the Plaintiff, PROVIDIAN NATIONAL BANK, and against the Defendant in the amount of \$6,770.70, plus pre-judgment interest at the contractual rate of 15.90% per annum from 01/05/2000 until the date of the judgment herein, plus reasonable attorney's fees in the amount of \$1,354.14, less payments made, plus costs and any other such relief as this Court deems reasonable and just.

PARK LAW ASSOCIATES, P.C.

BY: 

VALERIE ROSENBLUTH PARK, ESQUIRE

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, IT IS REQUIRED THAT WE STATE THE FOLLOWING TO YOU: THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

VERIFICATION

I, MONICA YANKOWSKI, declare that as of January 5, 2000: I am a designated agent of PROVIDIAN NATIONAL BANK, the Plaintiff in this action, and I am duly authorized to make this verification on its behalf. I have read the foregoing complaint and know the contents thereof; that the same is true of my own knowledge, except as to those matters stated on information and belief and, as to those matters, I believe them to be true. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

I declare under penalty of perjury that the foregoing are true and correct.

Executed at Alameda County, in the State of California.

Monica Yankowski

Designated Agent



Please review this document and keep it with your other important papers. This Account Agreement contains the terms which govern your Providian National Bank VISA or MasterCard Account (the "Account"). The Account allows you to make purchases by using your VISA or MasterCard card (the "Card") wherever it is honored and to get cash advances from us or any other participating financial institution and from Automated Teller Machines. Convenience checks may also be provided to you as an additional way to use the Account. In this Agreement, "you" and "your" mean each person for whom we have opened a credit card account. "We," "our," "ours," and "us" mean Providian National Bank or its assignees, as listed on your billing statement. The Account may be used only for personal, family, household, and charitable purposes, and not for any business or commercial purpose. Any use of this Account shall constitute acceptance of the terms of this Agreement. You and we agree as follows:

Payments. You will receive a monthly statement showing your outstanding balance. Payment on this Account is required in U.S. dollars (checks must be payable at a U.S. office of the bank the check is drawn on) for at least the payment due as shown on your statement by the payment due date in accordance with payment instructions on your monthly statement. The back of your statements shows the rules we follow when we post payments. Convenience checks and other checks we issue to you may not be used to make payments on your Account or to make payments on any other account you have with us or our affiliates. The payment due will be: 2% of the new balance shown on your statement plus the amount of any past due payment, and may include the amount by which the new balance exceeds your credit line. However, the payment due will not be less than \$15 (unless your new balance is less than \$15, in which case the payment due will be the amount of the new balance). If your Account is past due or above the credit line, we may require a higher minimum payment, but we will notify you before doing so. If your payment is more than the payment due, it will be treated as a single payment and none of it will be applied to future payments due. We may accept late or partial payments, or payments marked "paid in full" or marked with other restrictions, without losing our right to collect all amounts owing under this Agreement.

Finance Charges. Except as described in the **Grace Period for Purchase Balance** section of this Agreement, finance charges begin to accrue on a debit when it is included in one of your daily balances and continue until that balance is reduced by a payment or credit. Your Account has the following balances: The **Purchase Balance**, which consists of your existing Purchase Balance and new purchases you make with your Card and fees for certain optional services; one or more **Custom Cash Advance Balances**, which consists of balances that you transfer to your Account using balance transfer checks and balances that we transfer for you; and the **Cash Advance Balance** which consists of all other cash advances and cash advance transaction fees. Any payment amount we receive that exceeds the finance charges and fees due will ordinarily be applied first to the Balance with the lowest Annual Percentage Rate (APR), until that Balance is zero, and then to the Balance with the next lowest APR, until that Balance is zero, and then to any remaining Balance. We reserve the right to apply payments differently without further notice.

The Purchase, Custom Cash Advance, and Cash Advance Balances are reduced by payments as of the date received, and by credits as of the date posted. Purchases are included in your Purchase Balance as of the date made. Custom cash advances are included in your Custom Cash Advance Balance as follows: funds electronically transmitted to other lenders to transfer balances, as of the date transmitted; checks to transfer balances, as of the date presented to us. Other cash advances are included in your Cash Advance Balance as follows: cash advances from other financial institutions and through Automated Tellers, as of the date made; cash advance checks made payable to you that are identified as cashier's checks and mailed to you at your request, as of seven days after the date we print on the check; all other checks, as of the date presented to us. Other debits are included in your Purchase, Custom Cash Advance, or Cash Advance Balance as of the date posted. Finance charges are added to your Purchase, Custom Cash Advance, and Cash Advance Balances each day and are then posted on the last day of the billing cycle. There is no grace period for custom cash advances or other cash advances.

To figure the daily finance charge for each type of Balance, we start with your previous day's Balance, add all debits and subtract all credits for the current day and multiply the net amount by the applicable daily periodic rate (see following paragraphs). The finance charge for each type of Balance is then added to and included in that day's Balance. We treat a credit balance for any day as zero. We determine the total finance charges on balances for the billing cycle by adding together the finance charges for each type of Balance for each day within the billing cycle. In calculating finance charges, an adjustment will be made for any transaction or payment that would have affected the finance charge calculation in a prior billing cycle had it been posted in that cycle. The applicable daily periodic rate for such a transaction will be the rate in effect for the current billing cycle rather than the rate in effect on the date of the transaction.

Your statement includes an average daily balance for each type of Balance. You can multiply each average daily balance that is not zero by the number of days in the billing cycle and the periodic rate to obtain subtotals, and then add the subtotals together to determine your total finance charges on balances for the billing cycle. If a cash advance transaction fee is charged, that amount is also a finance charge.

The term "Prime Rate" as used in the Agreement means the highest prime rate published in the *Wall Street Journal* on the first business day of the previous calendar month. Any increase or decrease in the Annual Percentage Rate will take effect on the first day of your billing cycle and may result in a slight increase or decrease in the amount of your minimum payment.

You can arrange to have a variable rate (not below 5.9%) for purchases which is lower than the lowest non-introductory ANNUAL PERCENTAGE RATE (APR) you are paying on any of your other credit card or retail accounts. This APR is available only if you provide proof, in the form of a copy of your most recent billing statement, showing your other non-introductory APR. Your new APR will take effect in the billing cycle following our review of your proof, but not earlier than the end of your courtesy period. Until your new APR takes effect, or if we do not receive proof of your lower APR, your APR for purchases will be as follows: The ANNUAL PERCENTAGE RATE (APR) for purchases will vary and may be adjusted each billing cycle up to 7.4% above Prime Rate, but will in no event be less than 15.9%. Using this formula, the APR for purchases in the January 2000 billing cycle is 15.9%, corresponding to a daily periodic rate of 0.04356%.

You can arrange to have a variable APR (not below 12.9%) for custom cash advances that is lower than the weighted average of the non-introductory APR you have been paying on the total balances you have transferred from other credit card, retail, and installment accounts provided your other accounts were open in January 2000. In calculating this APR we will take into account the APRs on the credit account balances you have transferred from other lenders. This APR is available only if you provide proof, in the form of copies of your most recent billing statements, showing your other non-introductory APRs. Your new APR will be variable, based on Prime Rate and will take effect in the billing cycle following our review of your proof, but not earlier than the end of your courtesy period. If we do not receive such proof your APR for custom cash advances will be as follows: The ANNUAL PERCENTAGE RATE for custom cash advances is 23.3%, corresponding to a daily periodic rate of 0.06384%.

The ANNUAL PERCENTAGE RATE for cash advances is 23.3%, corresponding to a daily periodic rate of 0.06384%.

If your payment is received late twice in any 12-month period, or if you significantly increase your total unsecured debt (as explained in the CREDIT REVIEW paragraph below), the APR for purchases may increase, but will not exceed 18.9%, corresponding to a daily periodic rate of 0.05178%; and the APR for cash advances and custom cash advances may increase, but will not exceed 23.3%, corresponding to a daily periodic rate of 0.06384%.

Your Account may be eligible for lower APRs after you have met the terms of this Agreement for three months. If you contact us, we will review your Account to determine your eligibility for lower APRs.

CREDIT REVIEW: SPECIAL REQUIREMENT. You agree not to significantly increase your total unsecured debt. Your APR can increase (as explained above) based on a significant increase in unsecured debt, if your total unsecured debt and your total unsecured debt with other lenders each increases by more than \$5,000 and your annual household income is less than four times your total unsecured debt.

Grace Period for Purchase Balance. New purchases posted to your Account in billing cycles with no previous balance, or when the previous balance was fully paid during the cycle, do not begin to incur a finance charge until the start of the next billing cycle. You will pay no finance charge on such new purchases if you pay the total new balance in full by the payment due date shown on your statement. New purchases posted in any other billing cycle incur a finance charge, and there is no period in which such purchases may be repaid without incurring a finance charge.

Fees. We will charge your Account \$0 for: each Card you ask us to replace; each returned payment; each check you write on your Account that we return unpaid; each stop payment order or renewal of such an order; each billing cycle within which your Account is delinquent (late charge); and each billing cycle within which your balance exceeds your credit line (overlimit fee), even if your Account is closed. If you request copies of billing statements that were first sent to you more than three months earlier, we may charge a handling fee of \$2 for each such copy. A cash advance fee of 3% (minimum \$5), which is a **FINANCE CHARGE**, may be charged for each cash advance transaction made on your Account.

Default. You will be in default: if any information you provided us proves to be incomplete or untrue; if you do not comply with any part of this Agreement; upon your death, bankruptcy, or insolvency; if you do not pay other debts when due; if a bankruptcy petition is filed by or against you; or if we believe in good faith that you may not pay or perform your obligations under this Agreement. If you are in default we may, without further demand or notice, cancel your credit privileges, declare your Account balance immediately due and payable, and use any remedy we may have. In the event of your default, the outstanding balance on your Account shall continue to accrue interest at the APR(s) disclosed in the **Finance Charges** section of this Agreement, even if we have filed suit to collect the amount you owe.

Credit Line. Your credit line is specified from time to time in a separate notice. Your monthly statements show your credit line and the amount of your available credit. We may increase or decrease your credit line based on information we obtained from you or your credit records. Your available credit is normally the difference between your credit line and your Account balance (including transactions made or authorized but not yet posted). If you send us a large payment check, we may limit your available credit while we confirm that the check will clear. For certain transactions, available credit may be less. You will not use your Account for, and we may refuse to honor, any transaction which would cause you to exceed your available credit.

Promise to Pay. You promise to pay us when due all amounts borrowed when you or someone else use your Account (even if the amount charged exceeds your permission), all other transactions and charges to your Account, and collection costs we incur including, but not limited to, reasonable attorney's fees and court costs. (If you win the suit, we will pay your reasonable attorney's fees and court costs.)

Changes. After we provide you any notice required by law, we may change any part of this Agreement and add or remove requirements. If a change is made to the **Finance Charges** section of

This Agreement, the new finance charge calculation will apply to your entire Account balance from the effective date of the change. Changes will apply to balances that include items posted to your Account before the date of the change, and will apply whether or not you continue to use the Account.

Foreign Exchange/Currency Conversion. If you use your Card for transactions in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars, generally using either a (i) government-mandated rate or (ii) wholesale market rate in effect the day before the transaction is processed, increased by three percent (3%). If a credit is subsequently given for a transaction, it will be decreased by the same percentage. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card. You agree to accept the converted amount in U.S. dollars.

The Card; Cancellation. You may cancel your credit privileges at any time by notifying us in writing and destroying the Card(s). Upon the Card expiration at the end of the month shown on it, we reserve the right not to renew the Card. We may cancel the Card and your credit privileges at any time after 30 days notice to you, or without notice if permitted by law. If your Card is cancelled or not renewed, finance charges and other fees will continue to be assessed, payments will continue to be due, and all other applicable provisions of this Agreement will remain in effect. If you terminate your credit privileges, or if we cancel or do not renew the Card, you may no longer write checks on your Account, and you should destroy any unused checks we have issued to you.

Personal Information; Documents. You will provide us at least 10 days notice if you change your name, home or mailing address, telephone numbers, employment or income. Upon our request, you will provide us additional financial information. We reserve the right to obtain information from others, including credit reporting agencies, and to provide your address and information about your Account to others. We may also share information with our affiliates. However, you may write to us at any time instructing us not to share credit information with our affiliates. If you do not fulfill your obligations under this Agreement, a negative credit report that may reflect on your credit may be submitted to the credit reporting agencies.

Customer Service; Unauthorized Use, Loss, or Theft of Checks or the Card. Each Card must be signed on receipt. You are responsible for safeguarding the Card, your Personal Identification Number ("PIN", which provides access to Automated Teller Machines) and any checks issued to you from theft, and keeping your PIN separate from your Card. If you discover or suspect that your Card, PIN, or any unused checks are lost or stolen, or that there may be an unauthorized transaction on your Account, you will promptly notify us by calling 1-800-933-7221. So we can immediately act to limit losses and liability, you will phone us even though you may also notify us in writing. Your liability for unauthorized use occurring before you notify us is limited to \$50. If you report or we suspect unauthorized use of your Account, we may suspend your credit privileges until we resolve the problem to our satisfaction or issue you a new Card. If your Card is lost or stolen, you will promptly destroy all checks in your possession. To improve customer service and security, you agree that your calls may be monitored or recorded.

Merchant Relations. We will not be liable if any person or Automated Teller Machine refuses to honor the Card or accept your checks, or fails to return the Card to you. We have no responsibility for goods and services purchased with the Card or checks except as required by law. (See Special Rule below.) Certain benefits that are available with the Account are provided by third-party vendors. We are not responsible for the quality, availability, or results of any of the services you choose to use.

Stop Payment Orders. If you wish to stop payment on a check, you may send us a stop payment order by writing to us at our address for customer service listed on your statement. You can make a stop payment order orally by calling the number listed on your statement. When you make a stop payment order, you must provide your Account number and specific information about the check: the exact amount, the date on the check, the name of the party to whom it was payable, the name of the person who signed it, and the check number. You will be asked to confirm an oral stop payment order in writing. We may disregard your oral order if we do not receive a signed written confirmation within two weeks after the oral order, or if we have not received an adequate description of the item so that payment can be stopped. The order will not be effective if the check was paid by us before we had a reasonable opportunity to act on the order. We may, without liability, disregard a written stop payment order six months after receipt unless it is renewed in writing.

Standard of Care. Because this Account involves both credit card and check transactions which are processed through separate national systems before the transactions are consolidated by us, and because not every check and Card slip will be sent to us, transactions in your Account will be processed mechanically without our necessarily reviewing every item. Our processing system will call our attention to certain items which we will examine. We will examine all transactions when you report that your Card or checks have been lost or stolen. We do not intend ordinarily to examine all items, and we will not be negligent if we do not do so. This rule establishes the standard of ordinary care which we in good faith will exercise in administering your Account. Because of our limited review, and because neither your cancelled checks nor Card transaction slips will be returned to you with the monthly statement, you should be careful to enter all checks in your check register or otherwise keep a record of them. You should also save your credit card cash advance and purchase slips. You agree to check your monthly statements against your record and to notify us immediately of any unauthorized transactions or errors.

Waiver of Certain Rights. We may delay or waive enforcement of any provision of this Agreement without losing our right to enforce it or any other provision later. You waive: the right to presentment, demand, protest, or notice of dishonor; any applicable statute of limitations; and any right you may have to require us to proceed against anyone before we file suit against you.

Applicable Law; Severability; Assignment. No matter where you live, this Agreement and your Account are governed by federal law and by New Hampshire law. This Agreement is a final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. If any provision of this Agreement is held to be invalid or unenforceable, you and we will consider that provision modified to conform to applicable law, and the rest of the provisions in the Agreement will still be enforceable. At any time after we determine in good faith that any proposed or enacted legislation, regulatory action, or judicial decision has rendered or may render any material provisions of this Agreement invalid or unenforceable, or impose any increased tax, reporting requirement, or other burden in connection with any such provision or its enforcement, we may, after at least 30 days notice to you, or without notice if permitted by law, cancel the Card and your Credit privileges. We may transfer or assign our right to all or some of your payments. If state law requires that you receive notice of such an event to protect the purchaser or assignee, we may give you such notice by filing a financing statement with the state's Secretary of State.

Notices. Other notices to you shall be effective when deposited in the mail addressed to you at the address shown on our records, unless a longer notice period is specified in this Agreement or by law, which period shall start upon mailing. Notice to us shall be mailed to our address for customer service on your statement (or other addresses we may specify) and shall be effective when we receive it.

YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE. This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill. If you think your bill is wrong or if you need more information about any transaction on your bill, write us on a separate sheet, at the address listed in the Billing Rights Summary on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the 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 line. 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 charge related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up the 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 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 question your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 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 the property or services that you purchased with our credit card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. There are two limitations on this right: (a) you must have made the purchase in your home state, or if not within your home state, within 100 miles of your current mailing address; and (b) the purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

VALERIE ROSENBLUTH PARK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PROVIDIAN NATIONAL BANK
VS
FOSTER, THOMAS E.

00-540-CD

COMPLAINT

SHERIFF RETURNS

NOW MAY 10, 2000 AT 9:58 AM DST SERVED THE WITHIN COMPLAINT
ON THOMAS E. FOSTER, DEFENDANT AT RESIDENCE 211 STATE ST.,
CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO
THOMAS FOSTER A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: MORGILLO/NEVLING

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

SWORN TO BEFORE ME THIS

17th DAY OF May 2000
William Shaw

SO ANSWERS,

Chester A. Hawkins
by Marilyn Harris
CHESTER A. HAWKINS
SHERIFF

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

FILED

MAY 17 2000
011k27
William A. Shaw
Prothonotary

VALERIE ROSENBLUTH PARK
ATTORNEY I.D. # 72094
PARK LAW ASSOCIATES, P.C.
25 EAST STATE STREET
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE
TRUE AND CORRECT ADDRESS IS:
PLAINTIFF: 295 MAIN STREET
TILTON, NH 03276
DEF: 211 STATE ST
CURWENSVILLE, PA 16833-1333
4428473057611142

CLEARFIELD COUNTY COURT OF COMMON PLEAS

PROVIDIAN NATIONAL BANK
Plaintiff
VS
46 THOMAS E FOSTER
Defendant

NO. 00-540-CD

FILED

JUN 19 2000

William A. Shaw
Prothonotary

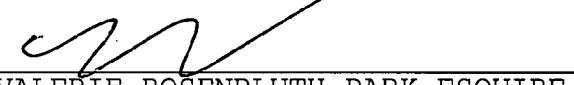
TO THE PROTHONOTARY:

Please enter Judgment in favor of the Plaintiff and against
the said Defendant for failure to plead or otherwise respond to
the Complaint and assess the damages as follows:

AMOUNT OF CLAIM	\$6,770.70
ATTORNEY FEES	\$1,354.14
PLUS ACCRUED INTEREST	\$468.96
LESS PRINCIPAL PAID	(\$0.00)
LESS OTHER PAYMENTS	(\$0.00)
 TOTAL	 \$8,593.80
	PLUS ADDITIONAL COSTS

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

I certify that written notice of the intention to file
this Praeclipe was mailed or delivered to the party against whom
judgment is to be entered and to the attorney of record, if any,
after the default occurred and at least ten (10) days prior to
the date of the filing of this Praeclipe. A true and correct copy
of the notice pursuant to Pennsylvania Rule of Civil Procedure
No. 237.1 is attached hereto and marked Exhibit "A".


VALERIE ROSENBLUTH PARK, ESQUIRE
Attorney for the Plaintiff

AND NOW, June 19, 2000, Judgment is entered
in favor of the Plaintiff and against the Defendant by Default
for want of an Answer and damages assessed in the sum set forth
in the above certification.



PROTHONOTARY

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, IT IS
REQUIRED THAT WE STATE THE FOLLOWING TO YOU. THIS IS AN ATTEMPT
TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.

VALERIE ROSENBLUTH PARK
ATTORNEY I.D. # 72094
PARK LAW ASSOCIATES, P.C.
25 EAST STATE STREET, P.O. BOX 1779
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE
TRUE AND CORRECT ADDRESS IS:
PLAINTIFF: 295 MAIN STREET
TILTON, NH 03276
DEF: 211 STATE ST
CURWENSVILLE, PA 16833-1333

CLEARFIELD COUNTY COURT OF COMMON PLEAS

PROVIDIAN NATIONAL BANK
Plaintiff

VS
THOMAS E FOSTER
Defendant

NO. 00-540-CD

**NOTICE OF PRAECIPE FOR
ENTRY OF DEFAULT JUDGMENT**

TO: THOMAS E FOSTER
211 STATE ST
CURWENSVILLE, PA 16833-1333

DATE OF NOTICE: 6/1/00

EXHIBIT



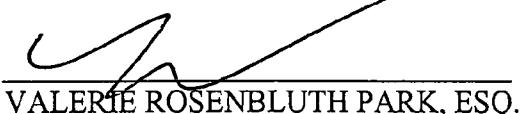
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) 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.

David S. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(800) 692-7375

PARK LAW ASSOCIATES, P.C.

BY:


VALERIE ROSENBLUTH PARK, ESQ.

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

VALERIE ROSENBLUTH PARK
ATTORNEY I.D. # 72094
PARK LAW ASSOCIATES, P.C.
25 EAST STATE STREET
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE
TRUE AND CORRECT ADDRESS IS:
PLAINTIFF: 295 MAIN STREET
TILTON, NH 03276
DEF: 211 STATE ST
CURWENSVILLE, PA 16833-1333

CLEARFIELD COUNTY COURT OF COMMON PLEAS

PROVIDIAN NATIONAL BANK
Plaintiff
VS
THOMAS E FOSTER
Defendant

NO. 00-540-CD

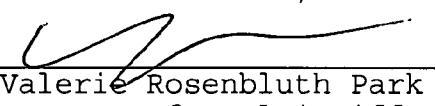
VERIFICATION OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF BUCKS :

VALERIE ROSENBLUTH PARK, Esquire, being duly sworn according to law, deposes and says that she will make this affidavit on behalf of the within Plaintiff, being authorized to do so, and that she believes and therefore avers, that THOMAS E FOSTER, Defendant is over 21 years of age; that his/her place of residence/business is located at 211 STATE ST CURWENSVILLE, PA 16833-1333 and that he/she is employed and that he/she is not in the Military or Naval Service of the United States or its Allies or otherwise within the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1940 and its amendments.

PARK LAW ASSOCIATES, P.C.

BY:


Valerie Rosenbluth Park
Attorney for Plaintiff

VALERIE ROSENBLUTH PARK
ATTORNEY I.D. # 72094
PARK LAW ASSOCIATES, P.C.
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CLEARFIELD COUNTY COURT OF COMMON PLEAS

PROVIDIAN NATIONAL BANK
Plaintiff
VS
THOMAS E FOSTER
Defendant

NO. 00-540-CD

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below:

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment in Possession
- Judgment on Award of Arbitration
- Judgment on Verdict
- Judgment on Court Findings
- Judgment on District Justice Transcripts
- Judgment on Judgment Note
- Judgment on Writ of Revival
- Praeclipe to Reassess Damages

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE,
PLEASE CALL: Park Law Associates, P.C. at this telephone
number: (215) 348-5200.

William L. H.
PROTHONOTARY

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, IT IS REQUIRED THAT WE STATE THE FOLLOWING TO YOU. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

FILED

JUN 19 2000
M 13-27 Atty Park
William A. Shaw
Prothonotary
\$20.00

Notice to Dr. Foster
Statement to Atty Park
EAS

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

PROVIDIAN NATIONAL BANK

Plaintiff(s)

No. 00-540-CD

vs.

THOMAS E. FOSTER

Defendant(s)

Real Debt \$8,593.80

Atty's Comm _____

Costs \$ _____

Int. From _____

Entry \$20.00

Instrument Default Judgment

Date of Entry June 19, 2000

Expires June 19, 2005

Certified from the record this 19th day of June, 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