

03-1410-CD
ACCOUNTS RECOVERY BUREAUS, INC. vs. TAMMY RANDOLPH

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

ACCOUNTS RECOVERY BUREAUS, INC.
assignee of FIDELITY FEDERAL
BANK FSB

-vs-

Plaintiff(s)

NO. 2003-1416-C0
IN CIVIL ACTION

TAMMY RANDOLPH

Defendant(s)

COMPLAINT

CODE -
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

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FILED

SEP 19 2003
12:00 PM
William A. Shaw
Prothonotary/Clerk of Courts
10000 TO 5466

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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 upon you, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice, for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE.
IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO
TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT
WHERE YOU CAN GET LEGAL HELP.**

Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield, Pennsylvania 16830
Telephone Number 814-765-2641 Ex 50-51

COMPLAINT

1. Plaintiff is a corporation whose address is PO Box 6768 Wymossing, PA 19610, and, as the assignee of Fidelity Federal Bank FSB, stands in its assignor's stead, and both are hereinafter referred to interchangeably as "Plaintiff".
2. All conditions precedent to Assignor's right to be paid under the term of the the contract have occurred.
3. Defendant is an individual whose address is RD4 Box 293-B, DuBois, Clearfield County, PA 15801.
4. At a specific instance and request of the Defendant, the Defendant applied for and was granted credit to purchase a Kirby Vacuum Cleaner by the Plaintiff at the terms and conditions agreed upon by the parties, as is more specifically shown by the Agreement, a true and correct copy of which is attached hereto, marked Exhibit "A" and made a part hereof.
5. Plaintiff avers that the agreement between the parties was ~~based~~ upon a written agreement.
6. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.
7. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
8. Plaintiff avers that the balance due amounts to \$3,541.66.
9. Plaintiff avers that interest has accrued at the rate of 17.90% per annum on the balance due from June 25, 2002.

10. Plaintiff avers that pursuant to Plaintiff's agreement with Plaintiff's attorneys, Plaintiff's attorneys are to receive attorneys' fees of 25% of the debt due.

11. Plaintiff believes, and therefore avers, that said attorneys' fees rate is just and reasonable compensation for the services rendered by said attorneys.

12. Per the terms of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing.

13. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in the principal amount of \$3,541.66, with appropriate additional interest from June 25, 2003, plus attorneys fees and costs.

APPLE AND APPLE, P.C.

By: 

Attorneys for Plaintiff(s)

KIRBY®

KIRBY OF JOHNSTOWN

1700 Bedford Street
Johnstown, PA 15902
(814) 262-0634

KIRBY OF INDIANA

130 Raymond Drive
Indiana, PA 15701
(412) 465-4224

KIRBY OF KITTANNING

Rte. 422 East
Kittanning, PA 16201
(412) 543-6104

Name Mary Margaret Marner Date 1-13-99
Address 207 South Highland Street
City Dubois State PA Zip 15801 Phone 814-375-4643

KIRBY and Attachments	Serial No. (1981202412)		
1 Kirby Item		1799	00
		Sub-Total	1799 00
For the company to be bound, any agreement between Dealer and Customer must be written below. All sales subject to company approval.		Sales Tax	107 44
		Gross Purchase	1906 94
		Total Paid	
		Balance Due	1906 94

I have received a completed copy of this Sales Agreement and I have received oral notice of my cancellation rights.

Seller's Signature Jamie

Buyer's Signature Mary Margaret Marner

Title Sales Rep

Co-Buyer's Signature JM

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTICE OF CANCELLATION 1/13/99 (Date of Transaction)

KIRBY HOME MAINTENANCE SYSTEM

You may cancel this transaction, without any penalty or obligation, within three days from the above date.

If you cancel, any property traded in, any payments made by you under the Contract or Sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the Seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the Seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or Sale; or you may if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Seller's expense and risk.

If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, and other written notice, or send a telegram, to:

Genco Products

(Name of Seller)

130 Raymond Drive Indiana PA 15701

(Address of Seller's place in business)

Not later than midnight of 1/16/99 (Date)

I hereby cancel this transaction.

(Date)

(Buyer's Signature)

DISTRIBUTOR COPY - WHITE

(Date)

(Buyer's Signature)

CUSTOMER COPY - YELLOW

NOTICE OF CANCELLATION 1/13/99 (Date of Transaction)

KIRBY HOME MAINTENANCE SYSTEM

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If you cancel, you must make available to the Seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or Sale; or you may if you wish, comply with the instructions of the Seller regarding the return shipment of the goods at the Seller's expense and risk.

If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the Contract.

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Genco Products

(Name of Seller)

130 Raymond Drive Indiana PA 15701

(Address of Seller's place in business)

Not later than midnight of 1/16/99 (Date)

I hereby cancel this transaction.

Exhibit B

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated April 3, 2000 and is entered into by and between Fidelity Federal Bank, FBS ("Seller") and Accounts Recovery Bureau, Inc. ("Buyer")

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated April 3, 2000, between Buyer and Seller (the "Agreement"), the Seller does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, without recourse, the Accounts described in the Agreement.

Buyer hereby assumes those liabilities and obligations of Seller set forth in the Agreement.

SELLER: Fidelity Federal Bank, FBS
BY: John Michael
NAME: John Michael
TITLE: CFO
DATE: 4-3-00

BUYER: Accounts Recovery Bureau, Inc.
BY: David Landau
NAME: David Landau
TITLE: Vice President
DATE: 4/3/00

This Credit Card Agreement and Disclosure ("Agreement") set forth the terms of your MasterCard® or VISA® credit card ("Card") account ("Account") with Fidelity Federal Bank, a Federal Savings Bank ("Bank"). Your retention of the Card(s) or any use of the Card or Account will be deemed your acceptance of all of the terms of this Agreement. Keep this Agreement in your records for future reference.

1. Parties. In this Agreement, the words "you" and "your" mean the person(s) who applied for the Account and anyone else authorized to use it or the Card(s). The words "we," "our" and "us" refer to Bank and its successors and assignees.

2. Joint and Several Liability. If more than one person is authorized to use the Account, each of you is jointly and severally liable for the full amount of all purchases, advances, finance charges, and other charges and fees associated with the Account, including charges in excess of your credit limit.

3. Credit Limit. You agree not to exceed the credit limit we set for your Account. We may change your credit limit at any time. Your initial limit will be set forth on the accompanying Card carrier, and your current limit will be set forth on each monthly statement.

We may decline to authorize a transaction that exceeds your credit limit. Even if we authorize such a transaction, you agree to pay the amount that exceeds the credit limit as well as any overlimit fee immediately upon our demand.

4. Using Your Account.

A. Purchase advances. You can use your Card and Account to pay for goods and services at participating merchants and service providers that honor the Card ("Purchase Advances"). Cancellation charges imposed by hotels, motels and resorts also will be treated as Purchase Advances.

B. Cash Advances. Transactions will be treated as a Cash Advance if you obtain cash from a participating MasterCard®/VISA® financial institution, merchant or a hotel, motel or resort or if you obtain cash from an electronic terminal (for example, an automated teller machine ("ATM")). If you use an ATM owned by a person other than Bank, the owner of the ATM may impose an additional charge for the Cash Advance.

If we send you checks which can be used to pay for goods or services with your Account ("Advance Checks"), the Advance Checks will be drawn against the Account and treated as Cash Advances. Advance checks may not be used to pay amounts owing under this Agreement. Advance Checks that are paid will not be returned to you but will be shown on your monthly statements. Any of you may ask us to stop payment on an Advance Check. Your request must be in writing and must contain the account number, check number, EXACT AMOUNT (dollars and cents), check date and the name of the payee. A stop payment order is effective for only six months and must be received by us at Post Office Box 3038, Evansville, Indiana 47730-3038 in sufficient time for us to act upon it. We are not required to accept oral stop payment orders. You agree to indemnify, defend and hold us harmless from all claims, actions and damages related to or arising from our action in stopping payment pursuant to your order.

by using an Advance Check or by giving your Account number with presenting the Card (such as in connection with mail orders or telephone purchases). Your responsibility for advances you obtain by providing your Account number to a merchant over the telephone or the Internet through the mail is the same as if you presented your Card to and signed a sales slip provided by the merchant.

D. Authorizations. Advances over amounts that we establish from time to time will require our authorization. Authorizations may be withheld if you are in default or the transaction would exceed your credit limit. We also may establish limits on the number of authorizations given in connection with certain advances in one day for security reasons, and we may withhold an authorization if a transaction would exceed these limits. In addition, we may be unable to authorize an advance if computer or other technical malfunctions or errors prevent us from doing so. You agree that we will have no liability if an authorization is withheld.

E. Failure by a Merchant to Honor Card or Advance Checks. You understand that not everyone will honor the Card or Advance Checks that we may provide to you, and we will not be liable if a merchant, bank or other person fails to honor the Card or Advance Checks.

5. Promise to Pay. You promise to pay us for all Purchases, Advances, Cash Advances, finance charges, fees and other charges associated with your Account. Once you accept your Card(s) you also agree to be responsible for all charges: (a) incurred by persons with actual implied or apparent authority to use your Card(s) and/or Account or (b) from which any of you receive a benefit, whether tangible or intangible.

6. Payments/Late Charges. If you elect to pay only a portion of the amount owing on your Account each month, you agree to pay at least the "Minimum Payment Due" by the "Payment Due Date" shown on your monthly statement. The Minimum Payment Due will be 2.5% of the "New Balance" or \$10.00, whichever is greater, plus any "Past Due Amount" and any amount by which your New Balance exceeds your assigned credit limit. A New Balance of \$10.00 or less must be paid in full.

If we do not receive the Minimum Payment Due within 10 days of the Payment Due Date, we will charge your Account a late fee of \$10.00.

Payments received by 2:00 p.m. Pacific Time on business days at the address specified on your monthly billing statement will be credited as of the date of receipt. Payments received later or on non-business days may be credited as of the next business day. Saturdays, Sundays and federal holidays are not considered business days, even if we are open. Payments received at other locations (for example, an ATM) may not be credited for up to five days.

Payments will not be applied against your credit limit (and thereby increase your available credit) before midnight of the fourth business day following the business day on which the payment is credited under the preceding paragraph.

Your payment must be in cash or by check in immediately available funds drawn on a U.S. bank. We may refuse to accept any payments by a third party check or draft which has been endorsed to us or which has been drawn by anyone other than you.

DEPARTMENT. Checks containing the words "payment in full" or similar language also must be delivered to us in this manner accompanied by a conspicuous statement on a separate sheet of paper that sets forth your account number, the basis for the dispute and the fact that you are tendering payment in settlement of the dispute. If your notification is not sent to us in this manner, we may ignore the notification and our acceptance of the payment will not be deemed to be a settlement of the dispute or an accord and satisfaction.

7. How Monthly Finance Charges Are Calculated.

A. Purchase Advances. A Monthly Finance Charge will be imposed on Purchase Advances only if you do not pay the entire New Balance shown on your monthly statement for the previous billing cycle by the Payment Due Date shown on that statement (a date approximately 25 days from the "Closing Date" of that statement). If you do not pay the entire New Balance shown on your previous monthly statement by the Payment Due Date, a Monthly Finance Charge will be imposed on the unpaid average daily balance of such Purchase Advances from that Closing Date and on new Purchase Advances from the date of posting during the current billing period and will continue to accrue until the Closing Date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment is more than 25 days from the Closing Date.

B. Cash Advances. There is no grace period for Cash Advances. A Monthly Finance Charge will be imposed on the unpaid average daily balance of Cash Advances from the date the Cash Advance is posted to your Account until the Cash Advance is paid in full.

C. Average Daily Balances. The monthly Finance Charge for billing cycle is computed by applying the Monthly Periodic Rate as described in Section 8 below to the average daily balances of Purchase Advances and Cash Advances for the billing cycle. The average daily balances for each cycle are calculated separately for Purchase Advances and Cash Advances as follows:

(1) We start with the Purchase Advance and Cash Advance balances of your Account at the beginning of the billing cycle, which amounts each are called a Previous Balance..

(2) For each day of the billing cycle, we take the applicable Previous Balance and add to that amount any Purchase Advances or Cash Advances and subtract any payments or credits applied to purchase advances or Cash Advances respectively, during the billing cycle up to the close of business for each day of the cycle. This gives us the Purchase Advance and Cash Advance "daily balances" for each day in the billing cycle.

(3) We then add up all of the Purchase Advance and Cash Advance daily balances separately for the cycle and divide those sums by the number of days in the cycle. This gives us the Purchase Advance and Cash Advance "average daily balances" for the billing cycle

(4) We then multiply the average daily balances by the Monthly Periodic Rate in effect for that billing cycle and add together the results of this calculation. This gives us the Monthly Finance Charge for that cycle.

8. Monthly Periodic Rate and Corresponding Annual Percentage

cycle. The Monthly Periodic Rate for a billing cycle will be equal to the corresponding Annual Percentage Rate for the cycle divided by 12.

B. The corresponding ANNUAL PERCENTAGE RATE for each billing cycle will be equal to the Prime Rate as quoted in the Money Rates Section of The Wall Street Journal in effect on the 10th calendar day of the previous month (the "Prime Rate") plus a margin (the "Margin"), but the corresponding ANNUAL PERCENTAGE RATE in no event will be less than 10%. If a Prime Rate is not quoted on the 10th calendar day of the previous month for any reason, the ANNUAL PERCENTAGE RATE will be determined based on the last Prime Rate published prior to the 10th calendar day.

C. The Margin that applies to your Account depends upon the amount of the Annual Fee (as defined in Section 10.A. below) that you selected when you applied for your account. The Margins available for Accounts based on the amount of the Annual Fee, and the related Monthly Periodic Rates and corresponding ANNUAL PERCENTAGE RATES as well as the Prime Rate in effect as of November 2, 1997 are as follows:

Annual Fee	Margin	Prime Rate	<u>ANNUAL PERCENTAGE RATE</u>	Monthly Periodic Rate
\$35.00	9.40%	8.50%	17.90%	1.492%
\$50.00	8.40%	8.50%	16.90%	1.408%

See your monthly billing statements for the Monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE applicable to your Account each month.

D. If you fail to make a minimum payment on time or otherwise violate any of the terms and conditions of this Agreement, we may increase the Margin determined under Section 10.C. above by up to an additional two percentage points (2%).

E. Your minimum Monthly Finance Charge is \$.50.

F. The Monthly Periodic Rate and the corresponding Annual Percentage Rate will not change more often than once each month. An increase or decrease in the Monthly Periodic Rate and the corresponding Annual Percentage Rate will take effect on the first day of the billing cycle in which the change occurs and will apply to any balance outstanding on the effective date of each change as well as to future Purchase Advances and Cash Advances. Any increase or decrease in the Monthly Periodic Rate and the corresponding Annual Percentage Rate will cause the Monthly Finance Charge on your Account and the Minimum Payment Due to increase or decrease accordingly.

9. Transaction Finance Charges.

A. Cash Advance Fee. A cash advance FINANCE CHARGE of 2% of the amount of the Cash Advance will be charged to your account for each Cash Advance you obtain.

B. Casinos. A FINANCE CHARGE of 2% of the amount of each advance made to purchase each casino gaming chip, off-track wager or other wager or lottery ticket may be charged to your Account for each such advance you obtain.

10. Other Charges.

your account you selected one of these annual fees. The initial Annual Fee will be charged to your Account on the day that it is opened and will be shown on your first monthly billing statement, and thereafter your Annual Fee will be charged to your Account on each anniversary thereof. If this is a new Account, you do not have to accept your Card(s) and we will re-credit this Annual Fee if you close your Account within 30 days after the date of the statement on which the Annual Fee first appeared.

B. Overlimit Charge. If a transaction or charge causes the outstanding balance on your Account to exceed your assigned credit limit by \$500 or 20% of the credit limit, whichever is less, we may charge your Account an overlimit fee of \$10.00. No more than one overlimit charge will be charged each billing cycle that the balance of your Account is over the credit limit.

C. Returned Checks. Your Account may be charged \$20.00 if you pay us with a check that is dishonored for any reason.

D. Additional and Replacement Cards. If you request an additional Card(s) on the Account, or if you lose or damage your Card(s), we may charge your Account \$25.00 for each additional or replacement Card. If you request that the additional or replacement Card(s) be sent to you by overnight courier, you will be charged an additional \$10.00.

E. Stop Payments. You will pay a fee of \$20.00 for each stop payment that you ask us to place on an Advance check.

F. Copies. If you ask us for a copy of a document, we may charge your Account \$10.00 per hour for the time it takes to locate, copy and get it to you. There is a minimum charge of \$5.00 per copy for each sales draft. If your request is related to a billing error and an error is found, we will reverse any copying charges to your Account. If we are required to produce documents or information as a result of legal process (for which we are not reimbursed), we may charge our costs to your Account.

G. Collection Fees. If you fail to comply with this Agreement, you promise to pay our collection costs and reasonable in-house and outside attorney's fees and costs in enforcing the Agreement.

11. PCN. If you agreed to participate in the Preferred Consumers Network ("PCN") when you applied for your Account, the following additional provisions apply to you, your Account and the Card:

A. PCN and Bank. Bank and PCN's owner are independent contractors. Bank does not own or operate and is not otherwise responsible for PCN, and we make no representation or warranty with respect to PCN services or products. The words "we," "our" and "us" in this Agreement do not refer to PCN.

B. PCN Monthly Membership Fees. Pursuant to your agreement with PCN, a PCN Monthly Membership fee of \$4.95 will be charged to your Account the first day of each billing cycle and will appear on each monthly statement. PCN Monthly Membership Fees will be retreated as Purchase Advances and are subject to the promise to pay set forth in Section 5 of this Agreement. Please keep in mind that PCN Monthly Membership Fees will be applied against your credit limit until they are paid by you.

C. Cancellation of PCN Membership. Cancellation of PCN will not result in a cancellation of your Account or Card.

regardless of where you reside or where a transaction takes place. The terms of this Agreement supersede any conflicting terms set forth on an sales slip or cash advance document. If any part of this Agreement is found to be unenforceable, the remainder will remain in full force and effect.

13. Name or Address Change. You agree to give us advance notice of any change in your name or address. The change must be sent to us at the address shown on your statement. You agree that we may obtain your most current address from the Department of Motor Vehicles of your state and California residents therefore waive Section 1808.21 of the California Vehicle Code.

14. Cards. Your Card(s) are our property. You agree that you will not allow others to use your Card or your Account. You must return all Cards to us upon request. You agree to advise us at the phone number or address shown on your statement immediately if any Card is lost or stolen.

15. Foreign Transactions. You agree to pay us in U.S. dollars for charges you incur in any other currency. Foreign transactions will be converted to U.S. dollars by the merchant bank or foreign financial institution. Since conversion may occur after the date of the transaction, the conversion rate may be different from the rate in effect at the time of the transaction. You agree to pay us the converted amount as well as any conversion charges that may be imposed.

16. Waivers. We may delay enforcing our rights under this Agreement without losing them. A waiver of any right by us shall not be deemed to be a waiver of other rights or of the same right at another time.

17. Assignment. You may not assign or transfer your Account to any other person, and another person cannot assume your rights and responsibilities under this Agreement. We can assign your Account or any interest in your Account to someone else without notifying you.

18. Amendment. We may amend this agreement from time to time by sending a notice or an amended Agreement to any of you at the last address indicated on our records for this Account. Unless we state otherwise, the balance existing on the effective date of any amendment will be subject to the terms of the amended Agreement.

19. Closure of Your Account.

A. Closure By You. Any of you may close your Account at anytime by returning all Cards to us and notifying us in writing that you wish to close the Account. Your notice and Card(s) must be sent to us at the address shown on your statement for billing inquiries.

B. Closure By Bank. We may close or suspend your Account and/or the use of your Cards without prior notice if: (1) you fail to pay amounts owing under this Agreement when due or any of you otherwise fails to comply with the terms of any agreement with us, (2) another creditor tries through legal process to take any money or property of yours in our possession, (3) we have evidence or a reasonable belief that any of you are unable or unwilling to repay obligations incurred under this Agreement, (4) we have evidence or a reasonable belief that an unauthorized use of the Cards or Account has been or may be made, (5) any of you requests that we close the Account (but please note that each of you will remain liable to us for the use of the Cards and/or the Account by any of you until all the Cards are returned to us and the balance is paid in full), (6) any of you dies, becomes bankrupt or insolvent, or (7) we notify you in advance.

C. You Continue To Be Liable. If your Account is closed or suspended, you will continue to be liable for all sums owed on it until the Account is paid in full. Each of you will also remain liable for any further use of Cards not returned to us when requested. If one of you continues to use the Card, both of you will remain liable for all charges incurred by use of the Card, even if the other of you states that you wish to close the Account. If your Account is suspended, it will not be returned to active status until we specifically inform you in writing that the suspension has been lifted.

D. Termination of Your Benefits. If your Account is closed, you will no longer be entitled to any of the benefits associated with your Account, and we will not be responsible for any damages you may suffer as a result.

20 Credit Information/Financial Statements. You authorize us to release information to others (e.g., credit bureaus or other financial institutions or merchants) regarding the existence, status and history of your Account. You agree to give us a current financial statement or new credit application upon request. We may release information we obtain about you from third parties to companies with which we are related by common ownership or affiliated by corporate control, unless you notify us before the information is initially communicated that you do not want us to share such information. You can notify us not to share such information by writing to us at P.O. Box 3038, Evansville, IN 47780-3038 or calling us at telephone number 888-829-6429.

21. Electronic Terminals. If you receive a personal identification number ("PIN") to access your Account at electronic terminals (e.g., ATMs), you agree not to write your PIN on your card(s) or disclose your PIN to others. You also agree that we may terminate or suspend your use of electronic terminals (with respect to your Account) without cause or prior notice.

22. Telephone Instructions and Monitoring. We can rely upon any instructions we receive over the telephone from someone we believe to be using your account with your permission, and you agree that our records of those instructions will be conclusive evidence of the actual instructions given. **We may monitor and record conversations, including to improve customer service and account security, and you consent to such monitoring and recording.**

23. Resolving Disputes and Arbitration. If you have any problems or questions regarding your Account or the Card(s), please contact us immediately. It is our desire to resolve any questions or problems that may arise in connection with your Account as quickly and amicably as possible.

However, if we are not able to resolve any dispute informally, you agree that either of us may request in writing to the other party (prior to litigation or within 30 days of service of a complaint) that the dispute be resolved through binding arbitration under the jurisdiction of the American Arbitration Association in accordance with its commercial arbitration rules. Disputes that will be subject to arbitration include any and all disagreements that may in any way arise with respect to the Account or your Card(s), including any alleged breach of the Agreement, breach of any legal or equitable duties, negligence or other tort claims, or wrongful acts or practices. The question of whether a particular disagreement is a "dispute" for the purposes of this Section also will be subject to binding arbitration.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL OR A TRIAL BEFORE A JUDGE IN A COURT. Once an arbitrator has issued an award in

YOUR FEDERAL BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and 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 a transaction on your bill, write to us on a separate piece of paper at Post Office Box 3038, Evansville, Indiana 47730-3038. Write to us as soon as possible. We must hear from you 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 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 statement that are not in question.

If we find that we made a mistake on your bill, you will not have to pay finance charges 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 any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date 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 ten 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 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 \$50.00 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 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 in 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.

TERMINATION Cards are issued with an
id your Account, or to decline to renew your card, for any reason.
If your Account in a manner not economically or otherwise
We also reserve the right to close your Account if you move from
and our rights under this Agreement will remain in effect until all
Account incurred before or after suspension or termination are

BILLING ACT NOTICE
; **RIGHTS** Keep This Notice for Further Use.
contains important information about your rights and our
der the Fair Credit Billing Act.

CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.
bill is wrong, or if you need more information about a transaction
on a separate sheet at:
ter, P.O. Box 3038, Evansville, IN, 47730-3038.
on as possible. We must hear from you no later than 60 days
the first bill on which the error or problem appeared. You can
loing so will not preserve your rights.
give us the following information:
d account number
out of the suspected error.
or and explain, if you can, why you believe there is an error. If
ormation, describe the item you are not sure about.
thorized us to pay your credit card bill automatically from your
e account, you can stop the payment on any amount you think is
payment your letter must reach us three business days before
ment is scheduled to occur.

AND OUR RESPONSIBILITIES AFTER WE RECEIVE
Y NOTICE. We must acknowledge your letter within 30 days,
rec'd the error by then. Within 90 days, we must either correct
why we believe the bill was correct.
ve your letter, we cannot try to collect any amount you question,
lincient. We can continue to bill you for the amount you
finance charges, and we can apply any unpaid amount against
you do not have to pay any questioned amount while we are
you are still obligated to pay the parts of your bill that are not
we made a mistake on your bill, you will not have to pay any
ated to any questioned amount. If we didn't make a mistake,
y finance charges, and you will have to make up any missed
restioned amount. In either case, we will send you a statement
owe and the date that it is due.
ay the amount that we think you owe, we may report you as
ver, if our explanation does not satisfy you and you write us
ing us that you still refuse to pay, we must tell anyone we report
e a question about your bill. And, we must tell you the name of
ou to. We must tell anyone we report you to that the matter has
ow the rules, we can't collect the first \$50.00 of the

FOR CREDIT CARD PURCHASES If you have a problem
property or services that you purchased with a credit card, and
od faith to correct the problem with the merchant, you may
, pay the remaining amount due on the property or services.
made the purchase in your home state or, if not within your
100 miles of your current mailing address; and
rice must have been more than \$50.00.
ns do not apply if we own or operate the merchant, or if we
rtainment for the property or services.

FIDELITY FEDERAL 'NK FSB

Cardmember Agreement and Disclosure Statement

Dear Customer:

We are pleased to have you as a cardmember of Fidelity Federal Bank FSB. Your MasterCard® Card Account was originated through an affinity program with American Direct Credit. This agreement sets forth the terms of your Account with us. The words "Fidelity Federal Bank," "we," "us," and "our" refer to Fidelity Federal Bank FSB and the words "you," and "your" refer to each person who requests, signs, uses or authorizes another person to sign or use the card or the Account.

Upon receipt of your new or reissued card, please sign the back of the card. Merchants are not required to accept your card if it is not signed.

By requesting, signing, using or authorizing another person to sign or use a bankcard issued to you by Fidelity Federal Bank, you and any joint account holder agree to the following terms and conditions and to individually accept liability for the Account.

TYPE OF TRANSACTION You may use your Account to obtain:

Purchases: You can use your Account to buy goods and services at participating locations.

Cash Advances: You can use your Account to get a cash advance (loan). There are 2 kinds of cash advances:

Teller Cash Advances: You can use your Account to get cash at participating financial institutions.

ATM Cash Advances: You can obtain cash advances from Automated Teller Machines (ATMs) of participating financial institutions. We will send you a Personal Identification Number (PIN) for this purpose.

PROMISE TO PAY By using or allowing someone else to use your Account, you promise to pay for all purchases and advances as well as any Finance Charge and all other fees and amounts that may be due under this Agreement. If more than one person is authorized to use the Account, each of you is jointly and severally liable for the full amount of all purchases, advances, finance charges, other fees and charges and any other monetary obligations associated with the Account, including amounts in excess of your credit limit.

CREDIT LIMIT Your credit limit will be determined by us and we will advise you of your credit limit. Your limit will be shown on each of your billing statements. You may not use your Account in any way that would cause you to go over your credit limit. We may refuse to authorize or accept any transaction on your Account which would cause you to exceed your credit limit. If you owe more than your credit limit, you agree to pay the excess immediately upon our request and we may charge you an overlimit fee and/or suspend your Account privileges or cancel your Account. We may increase or decrease your credit limit at any time for any reason, including your failure to make payments by their due date or exceeding your credit limit, and we will notify you of the new limit.

Notwithstanding the preceding paragraph, we may in our sole discretion approve an initial purchase transaction that will exceed your credit limit. You understand and agree that any such approval will not result in any increase in or future waiver of your credit limit. You also understand and agree that you will not be able to make any additional purchases or obtain any cash advances unless and until the balance of your Account is paid down to an amount less than the credit limit. If we approve an initial purchase transaction that exceeds your credit limit, the amount of this transaction will be identified as a FINANCE CHARGE on your billing statement, as discussed in the TRANSACTION CHARGES section of this Agreement.

BILLING STATEMENTS We will send you a billing statement at intervals of approximately one month. The statement will show the activity on your Account, the new balance, the minimum payment you must pay and the last day we must receive your payment.

MINIMUM PAYMENTS: A minimum payment of

TERMS AND CONDITIONS	
Annual Fee	\$50.00 (Rebated for 100% on-time payments).
Late Payment Fee	\$10.00 for any minimum payment not made within 10 days of the due date.
Annual Percentage Rate	21 %
Grace Period for Repayment of Balances for Purchases	25 days from the date of the periodic statement (provided you paid your previous balance in full by the due date).
Grace Period for Repayment of Cash Advances	Interest will be charged from the date a cash advance is made until it is fully paid.
Overlimit Fee	\$10.00 if your account cycles in an overlimit condition by \$500.00 or 120%, whichever is less.
Transaction Fee for Cash Advances	2% of each Cash Advance (\$2.00 Minimum).
Method of Computing the Balance for Purchases	Average Daily Balance Method including new purchases.
Minimum Finance Charge	\$0.50 per month.
Minimum Payment	2.5% of the New Balance but at least \$25.00.

These terms are effective as of the date of printing of this application. Terms are subject to change.

TERMS AND CONDITIONS

Annual Fee	\$50.00 (Rebated for 100% on-time payments).
Late Payment Fee	\$10.00 for any minimum payment not made within 10 days of the due date.
Annual Percentage Rate	21 %
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Method of Computing the Balance for Purchases	Average Daily Balance Method including new purchases.
Minimum Finance Charge	\$0.50 per month.
Minimum Payment	2.5% of the New Balance but at least \$25.00.

42023

AFFIDAVIT

I, Harry Albert, Jr, of
Accts Recovery Bureau, Inc, Plaintiff
herein, verify that the statements of fact contained in the foregoing Complaint
are true and correct. I understand that false statements herein are made
subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification
to authorities.

8-8-02

Date

Harry M. All Jr.

Affiant

Vice President of Collections
Title

555 Van Reed Rd

Address

Wilmington DE 19810
City, State and Zip

In The Court of Common Pleas of Clearfield County, Pennsylvania

ACCOUNTS RECOVERY BUREAUS, INC.

VS.

RANDOLPH, TAMMY

COMPLAINT

Sheriff Docket # 14590

03-1410-CD

SHERIFF RETURNS

NOW SEPTEMBER 25, 2003 AT 2:45 PM SERVED THE WITHIN COMPLAINT ON TAMMY RANDOLPH, DEFENDANT AT EMPLOYMENT, GRUDA CHIROPRACTIC, RD#3 BOX 9, MAPLE AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TAMMY RANDOLPH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET/RYEN

Return Costs

Cost	Description
31.68	SHERIFF HAWKINS PAID BY: ATTY CK# 60477
10.00	SURCHARGE PAID BY: ATTY CK# 60478

Sworn to Before Me This

29th Day Of Sept. 2003
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester Hawkins
By Marilyn Harris
Chester A. Hawkins
Sheriff

FILED
013:45 PM
SEP 29 2003
220
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

ACCOUNTS RECOVERY BUREAUS, INC.
assignee of FIDELITY FEDERAL
BANK FSB

-vs-

Plaintiff(s)

NO. 2003-01410 CD
IN CIVIL ACTION

TAMMY RANDOLPH

PRAECIPE FOR DEFAULT
JUDGMENT

Defendant(s)

CODE -
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466
Fax (412) 682-3138

FILED

NOV 07 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

ACCOUNTS RECOVERY BUREAUS, INC.
assignee of FIDELITY FEDERAL
BANK FSB

-vs-

Plaintiff(s)

NO. 2003-01410 CD
IN CIVIL ACTION

TAMMY RANDOLPH

Defendant(s)

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the above-named Defendant(s) in Default of an Answer, in the amount of \$5,290.29, computed as follows:

Amount named in Complaint \$ 3,541.66

Interest from June 25, 2002
to November 4, 2003 on \$3,541.66 863.22

Attorney Fees 885.41
Payment
TOTAL \$ 5,290.29

I certify that Notice of the intention to enter this Judgment was given pursuant to Pa. R.C.P. 237.1. A copy of said Notice is attached, and was mailed on October 22, 2003 by Regular mail, postage prepaid and, addressed as follows:

Defendant: Tammy Randolph
c/o gruda Chiropractic
RD 3, Box 9
Maple Avenue
Dubois, PA 15801

APPLE AND APPLE, P.C.

Dated: 11/4/03

By:


Attorneys for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

ACCOUNTS RECOVERY BUREAUS, INC.
assignee of FIDELITY FEDERAL
BANK FSB

-vs-

Plaintiff(s)

NO. 2003-01410 CD
IN CIVIL ACTION

TAMMY RANDOLPH

Defendant(s)

Tammy Randolph
c/o Gruda Chiropractic
RD #3 Box 9
Maple Avenue
Dubios, PA 15801

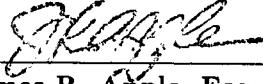
Date of Notice: October 22, 2003

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield, Pennsylvania 16830
Telephone Number 814-765-2641 Ex 50-51

APPLE AND APPLE, P.C.

By: 

James R. Apple, Esq.
Attorneys for Plaintiff(s)
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466

FILED

147th Reg. No. 20.00
1st Dist. Ct. of Appeals
NOV 07 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

ACCOUNTS RECOVERY BUREAUS, INC.
assignee of FIDELITY FEDERAL
BANK FSB

NO. 2003-01410 CD
IN CIVIL ACTION

-vs-

Plaintiff(s)

TAMMY RANDOLPH

Defendant(s)

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff Defendant Garnishee

You are hereby notified that the following Order or Judgment was entered against you
on 11-17-03.

Assumpsit Judgment in the amount of \$5,290.29, plus costs.

Trespass Judgment in the amount of \$_____.

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

Entry of Judgment Court Order

Non-Pros

Confession

Default

Verdict

Arbitration Award

Other

Tammy Randolph
c/o gruda Chiropractic **PROTHONOTARY**
RD 3, Box 9
Maple Avenue
Dubois, PA 15801

By: _____
Prothonotary (or Deputy)

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

Accounts Recovery Bureaus, Inc.
Fidelity Federal Bank FSB
Plaintiff(s)

No.: 2003-01410-CD

Real Debt: \$5,290.29

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Tammy Randolph
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 7, 2003

Expires: November 7, 2008

Certified from the record this 7th day of November, 2003

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney