

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)

TAMMY RANDOLPH

Defendant(s)

NO. 2003-1410-CO
IN CIVIL ACTION

COMPLAINT

CODE -
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD
FOR THIS PARTY:

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PA I.D. No. 30541

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PA I.D. No. 42096

APPLE AND APPLE, P.C.

Firm No. 719

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Pittsburgh, PA 15213-1237

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FILED

SEP 19 2003

William A. Shaw

Prothonotary/Clerk of Courts

1 COPY TO SHAW

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

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

NO.
IN CIVIL ACTION

-vs-

Plaintiff(s)

TAMMY RANDOLPH

Defendant(s)

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.

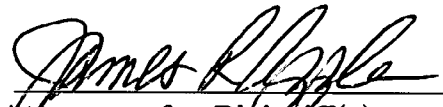
12. Per the terms of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing.

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)

22033

Dealer Use Only

☒ Fund with ADC ☐ Do Not Fund with ADC

Dealer #

Sales Rep #

2538

127

Applicant Information

Margaret L Manners 814-375-4643
 First Name M.I. Last Name Home Phone Number
 207 St. Highland St 190-40-2365
 Street Number Street Name Apartment Number Social Security Number
 Dubois PA 15801 Do You Own Your Home? ☒ Yes ☐ No 3:30 AM
 City State Zip Code Best Time to Call for VERIFICATION

Employment Information

Social Security 0000000000 Years Worked at Company 00-00-00
 Present Employer Years Months Employer Phone Number
 \$900 Monthly Gross Income *Alimony, child support or separate maintenance income need not be included if you do not wish to have it considered as a basis for paying this obligation.

Reference Information (closest relative not living with you)

Rita M. Manners Armagos 814-894-8832 7810
 First Name M.I. Last Name Home Phone Number
 2121/2 St. Highland St. 15801 Daughter
 Street Number Street Name Apartment Number City State Zip Code Relationship to Applicant

Authorized Signer Information (for a second card on this account)

Tammy Randolph 187-54-1464
 First Name M.I. Last Name Social Security Number

Please Sign This Authorization

By signing below, I request a credit card to be issued by Fidelity Federal Bank FSB and I understand that in extending credit, Fidelity Federal Bank FSB and American Direct Credit LLC are relying on the foregoing application and financial information, which I assure you is accurate and complete. Fidelity Federal Bank FSB and American Direct Credit LLC reserve the right to request additional financial information. Fidelity Federal Bank FSB and American Direct Credit LLC are authorized to check my credit, employment and salary history and to disclose credit information to the person from whom I am purchasing merchandise. If approved, I agree to abide by the terms of the Cardmember Agreement and Disclosure Statement which I received prior to making this application. I understand that no purchase is necessary in order to apply for or obtain the credit card, that my purchase does not guarantee that a card will be issued and that the card can be used to obtain advances and purchases in addition to the purchase identified below subject to the terms and conditions of the Cardmember Agreement. I also understand that Fidelity Federal Bank FSB is not related by common ownership or control with the dealer or American Direct Credit LLC. If I subsequently desire to make an electronic payment to my credit card account and give oral notice to Fidelity Federal Bank FSB of the amount to be withdrawn, the name of my bank, and the account number of my checking account, I hereby authorize Fidelity Federal Bank FSB to withdraw that amount from the specified account to be applied to my credit card account, subject to applicable law.

Margaret Manners 1/15/99
 Applicant Signature Date

Charge Authorization

If my application for the credit card is approved, I hereby authorize Genco Products (Dealership Name) to charge to my card account the amount shown below for the purchase of 6.264 (Name of Product).

\$1,906.94

Amount to be charged to my MasterCard®

Margaret Manners
 Applicant Signature Date

Automatic Payment Authorization (send this copy to American Direct Credit LLC)

If my application for a credit card to be issued by Fidelity Federal Bank FSB is approved, I hereby authorize Fidelity Federal Bank FSB to withdraw the following amount each month from the checking account listed below to be applied to my credit card account (check one):

☐ Pay the minimum amount due on my credit card account.

☐ Pay \$ 000.00

or the minimum amount due on my credit card account, whichever is greater, but not to exceed the remaining balance.

I represent that I am the only authorized signer on the checking account or, if there is more than one signer, that I can obtain withdrawals from the checking account on my signature alone. This authorization will remain in effect until 30 days after either Fidelity Federal Bank FSB or I receive from the other written notice of cancellation, provided that this provision does not limit any rights I may have under federal law to stop payment on a preauthorized electronic fund transfer.

Bank Name

Bank Account Number

You must attach a voided check for this account to the back of this form.

Applicant Signature

Date



American Direct Credit LLC
 PO Box 190960
 Boise, ID 83704-0960

800-500 2331 For Credit Approval
 208-472-5467 Faxed Applications

EXHIBIT A



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 Margaret Manners 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 1800		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 94
		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 [Signature]
 Title Sales Rep

Buyer's Signature Margaret Manners
 Co-Buyer's Signature _____

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

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)

CUSTOMER COPY - YELLOW

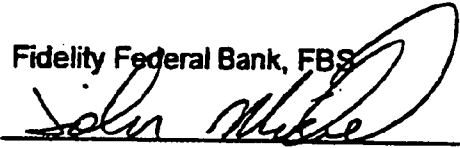
Exhibit B

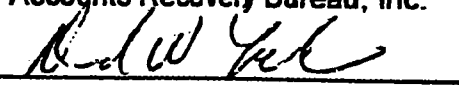
BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

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: 
NAME: John Michael
TITLE: CEO
DATE: 4-3-00

BUYER: Accounts Recovery Bureau, Inc.
BY: 
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 Purchase 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.

If you have a dispute regarding the amount of the obligation you owe

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	ANNUAL PERCENTAGE RATE	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 treated 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 any 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 Card(s) 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 you 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 any time 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

Calculated minimum payment is not a whole dollar amount. It will be rounded up to the next whole dollar. If the new balance is less than \$10.00, you must pay the full amount. In addition, you promise to pay any amounts that are overlimit or past due. Payments received by 12:00 p.m. Central time on business days at the address specified in your 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, a branch or an automated teller machine) may not be credited for up to 7 days.

PAYMENT ALLOCATIONS Payments are applied first to Finance Charges, next to billed fees, next to billed cash advances, next to billed purchases, next to unbilled cash advances, and then to unbilled purchases. Credits for returns are applied first to unbilled purchases, with any remainder applied as a payment.

FINANCE CHARGE The FINANCE CHARGE shown on your monthly statement consists of your monthly rate charge plus your transaction charges. Your minimum monthly FINANCE CHARGE is \$0.50. Your monthly rate charge plus transaction charges gives us your total FINANCE CHARGE for the billing period. Except as set forth below, the FINANCE CHARGE on both purchases and advances starts when the purchase or advance is added to your Account.

MONTHLY RATE CHARGES. Monthly rate charges will be imposed only if a payment or credit for the entire amount of the New Balance shown on your billing statement is not received on or before the payment due date, which will be the 25th day following the billing cycle closing date, except that monthly rate charges will be imposed on all cash advances from the date of posting to your Account. Monthly rate charges are assessed on your purchases average daily balance and your advances average daily balance as follows:

Purchases Average Daily Balance. To figure your purchases average daily balance, we start with your purchase balance at the beginning of each day. Then we subtract any purchase credits and payments for that day and add any new purchases and related debits posted to your Account that day, excluding any unpaid finance charges, late charges and other service fees and charges. This gives us your purchase daily balance.

Then we add up all the purchase daily balances and divide by the number of days in the billing period. This gives us your purchases average daily balance.

However, if you pay the entire new balance shown on your previous billing statement by the due date, or if your previous balance on your current billing statement is zero, we treat your purchases average daily balance as being zero.

We'll multiply your purchases average daily balance by the monthly periodic rate of 1.75% (corresponding ANNUAL PERCENTAGE RATE of 21%).

This gives us your purchases monthly rate charge for the billing period.

Advances Average Daily Balance. To figure your advances average daily balance, we start with your advance balance at the beginning of each day. Then we subtract any advance credits and payments for that day and add any new advances and related debits posted to your Account that day, excluding any unpaid finance charges, late charges and other service fees and charges. This gives us your advance daily balance.

Then we add up all the advance daily balances and divide by the number of days in the billing period. This gives us your advances average daily balance.

However, if you pay the entire new balance shown on your previous billing statement by the due date, we exclude all amounts except for new advances. In this case, your average daily balance is based only on your new advances during the billing period.

We'll multiply your advances average daily balance by the monthly periodic rate of 1.75% (corresponding ANNUAL PERCENTAGE RATE of 21%).

This gives us your advances monthly rate charge for the billing period.

TRANSACTION CHARGES. In addition to the monthly rate FINANCE CHARGES discussed above, we may charge you the following Transaction Charge FINANCE CHARGES:

Cash Advance Transaction Charge FINANCE CHARGES: We may charge you a onetime Transaction Charge whenever a Teller Cash Advance or an ATM Cash

Cash Advance, the Transaction Charge FIN...E CHARGE is the greater of \$2.00 or 2% of the amount advanced.

Initial Purchase Transaction Charge FINANCE CHARGE: As discussed in the CREDIT LIMIT section of this Agreement, the amount of the initial purchase transaction you make to the Account may be considered a FINANCE CHARGE under federal law. If the amount of your initial purchase transaction is considered a FINANCE CHARGE under federal law, the amount will be identified as a FINANCE CHARGE on the billing statement on which the transaction appears. This will not change the price of the merchandise, increase the total amount you are required to pay, or affect your minimum monthly payment amount.

OTHER FEES AND CHARGES

ANNUAL MEMBERSHIP FEE: We will charge an Annual Fee of \$50.00 on your Account, whether or not you have used your Account on the date that your Account is opened and on each anniversary of that date during the term of your Account. If your Account is closed for any reason during the year, we will not refund any portion of the Annual Fee. If you make all of your 12 monthly payments (of at least the minimum amount due) during a particular year by the dates they are due, we will rebate your annual membership fee of \$50.00 for that year back to you.

LATE CHARGE: If we don't receive at least your monthly minimum payment due within 10 days of the due date shown on your billing statement, we can bill you a late charge. Our late charge is \$10.00 for any payment not paid within 10 days of its due date.

OVERLIMIT FEE: If your account cycles in an overlimit condition by \$500.00 or 120%, whichever is less, we may charge you an overlimit fee. Our overlimit fee is \$10.00.

RESEARCH/PHOTOCOPY CHARGES: When we research your Account in response to your request for a photocopy of a purchase or advance slip or for information about your Account, we can bill your Account \$5.00 for each research request and \$5.00 for each photocopy supplied to you. If your request relates to a billing error inquiry, this charge will not be imposed.

STATEMENT COPY CHARGE: If you ask for a copy of your billing statement, we can bill your Account \$5.00 per photocopy. If your request relates to billing error inquiry, this charge will not be imposed.

RETURNED PAYMENT CHECK FEE: A fee of \$20.00 will be charged if the payment check or like item you gave us is not paid by your bank.

COLLECTION EXPENSE: If you do not pay us as required by this Agreement, we may incur collection costs. You promise to pay all collection costs, including without limitation, reasonable attorney fees and costs, whether inhouse or otherwise, whether or not there is any litigation, and at trial, on appeal, or in any insolvency proceeding, and any costs we may incur in retrieving your card, to the extent not prohibited by law. We can bill these costs to your Account.

NOT SECURED CREDIT Your Account is NOT secured credit. We have no security interest for this Account, regardless of any other agreement you may have with us.

BREACH OF AGREEMENT If you miss a payment or break one of your promises under this Agreement or under any other loan agreement with us or anyone else, we can require payment of this entire outstanding balance of your Account immediately. We can also suspend your credit privileges. No notice is required. We can also do this if you have made any false or misleading statements on your application, if you file for bankruptcy, if any other creditor tries to seize your property, or if you are in default on any other account.

INFORMATION ABOUT YOU If you change your name, home or mailing address or phone number, you agree to notify us immediately. You agree to provide us with updated financial information we may request and also agree that we may, from time to time, verify all information provided by you. You authorize us to release information regarding the status and history of your Account and to check your credit from time to time.

may cancel your Account any time by phone or by writing... at the for you on your Account records. You may cancel this Account at a writing to the address on your billing statement and cutting and returning it to the address on your billing statement. You remain responsible for any outstanding all finance and other charges assessed on or subsequently imposed Account. You are also required to return all cards and credit card a we have given you. You must not use your Account once your credit have been suspended or canceled.

CHANGE IN TERMS We can change the terms of this Agreement. **THE NEW TERMS WILL APPLY BOTH TO THE OUTSTANDING OF YOUR ACCOUNT, AS WELL AS TO NEW PURCHASES AT** We will let you know (at your address shown on your Account record) of changes at least 15 days before the date on which the change takes effect. **WAIVER AND ENFORCEABILITY** We can delay, waive or de any of our rights under this Agreement at any time without affecting rights under this Agreement in the future. If any term of this Agreement is unenforceable, all other provisions will remain in full force.

LOST OR STOLEN CARDS If your card is lost or stolen, you must call us at once, telling us what you know about the loss or theft. You must call 1-800-356-5678 any time. You may be liable for up to \$50.00 for any use that occurs before you notify us that your card is lost or stolen. **RELEASE OF INFORMATION** From time to time we receive information about you and your accounts from other people. We also, from time to time, release this information to credit reporting agencies, for example, stores or credit reporting agencies.

SOLICITATION We may provide information about our credit affiliates and outside merchants. This information may include, among other things, names, addresses, phone numbers and account numbers for these affiliates. If you prefer that we not share information about you or your account with these affiliates, you must tell us at the address shown on your billing statement.

PAYMENTS MARKED "PAID IN FULL" We may accept late other types of payments showing "payment in full" or other language, but we will not accept a payment marked "paid in full" unless it is accompanied by a written agreement signed by one of our authorized employees. **FOREIGN CURRENCY TRANSACTIONS** MasterCard International, which is not a U.S. company, may apply its own rules to transactions in foreign currencies. The conversion rate will be the MasterCard International rate. The conversion rate may differ on the date of your transaction. We will post to your Account the dollar amount determined by MasterCard International.

PAYMENTS IN FOREIGN CURRENCY For all amounts you owe us, you will pay in U.S. dollars. All checks must be drawn in U.S. dollars. We may, at our option, accept payment made in U.S. dollars or checks drawn on non-U.S. banks. If we do, we may impose additional conditions. Our determination of service and collection charges is final.

TELEPHONE MONITORING If we receive instructions by telephone from someone we believe to be a party to this Agreement, we may, at our option, follow the instructions. Our understanding of such instructions and any other information we receive from such persons shall be conclusive evidence of the actual instructions given. Our personnel may listen to or record telephone calls between you and us for the purpose of monitoring and improving the quality of service you receive. **GOVERNING LAW** This Agreement is governed by applicable (Federal law).

FAILURE TO HONOR CARD We are not responsible if anyone uses your card. If there is a problem with merchandise or services obtained with your card, you may have the right not to pay the remaining amount due explanation of your rights is stated below. We will have no responsibility for merchandise or services purchased with your card unless required by law.

FIDELITY FEDERAL BANK 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. It is your obligation to not exceed the credit limit for your Account. 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: APPROXIMATELY

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.

TERMINATION Cards are issued with an expiration date. If you do not use your card for 12 months, we may, without prior notice, deactivate your card. You may reactivate your card by using it for a purchase. We also reserve the right to close your Account if you move from the area or if you are no longer a resident of the area. Even though your card is suspended or terminated, you agree that you and your rights under this Agreement will remain in effect until all Account incurred before or after suspension or termination are paid in full.

BILLING ACT NOTICE

RIGHTS Keep This Notice for Further Use. This notice contains important information about your rights and our obligations under the Fair Credit Billing Act.

CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL. If your bill is wrong, or if you need more information about a transaction, you may contact us on a separate sheet at:

Fidelity Federal Bank, P.O. Box 3038, Evansville, IN, 47730-3038.

We must hear from you no later than 60 days after the first bill on which the error or problem appeared. You can also call us at 1-800-333-3333. We will not preserve your rights if you do not give us the following information:

1. Your account number
2. The date of the suspected error.
3. A description of the error, if you can, why you believe there is an error. If you can, describe the item you are not sure about.
4. The amount of the error.
5. The date of the error.
6. The date of the payment on any amount you think is in error.
7. The date of the payment on any amount you think is in error.

AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR NOTICE

We must acknowledge your letter within 30 days, and we must either correct the error or let you know why we cannot. If we cannot correct the error, we must let you know why we cannot. We cannot try to collect any amount you question, and we cannot continue to bill you for the amount you question. We can continue to bill you for the amount you question if you do not have to pay any questioned amount while we are still obligated to pay the parts of your bill that are not in question.

We made a mistake on your bill, you will not have to pay any amount on any questioned amount. If we didn't make a mistake, you will have to pay any questioned amount. In either case, we will send you a statement of the amount that we think you owe, we may report you as delinquent if our explanation does not satisfy you and you write us saying that you still refuse to pay, we must tell anyone we report to us about your bill. And, we must tell you the name of the person we report to. We must tell anyone we report to that the matter has nothing to do with you.

Now these rules, we can't collect the first \$50.00 of the overlimit fee if your bill was correct.

FOR CREDIT CARD PURCHASES If you have a problem with a purchase that you purchased with a credit card, and you do not wish to return the item, you may request a refund. We will pay the remaining amount due on the property or services. We will not pay the remaining amount due on the property or services.

We 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 must have been more than \$50.00.

We do not apply if we own or operate the merchant, or if we are the merchant for the property or services.

42023

AFFIDAVIT

I, Harry Albert, Jr, of
Accounts 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. Albert

Affiant

Vice President of Collections

Title

555 Van Reed Rd

Address

Wilmington PA 19610

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

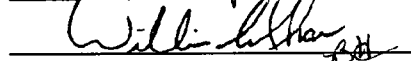
NOW SEPTEMBER 25, 2003 AT 2:45 PM SERVED THE WITHIN COMPLAINT ON TAMMY RANDOLPH, DEFENDANT AT EMPLOYMENT, GRUDA CHIROPRACTIC, RD#3 BOX 9, MAPLE AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TAMMY RANDOLPH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS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



WILLIAM A. SHAW
Prothonotary

My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,



Chester A. Hawkins
Sheriff

FILED

013:45:00
SEP 29 2003

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)

TAMMY RANDOLPH

Defendant(s)

NO. 2003-01410 CD
IN CIVIL ACTION

PRAECIPE FOR DEFAULT
JUDGMENT

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

NO. 2003-01410 CD
IN CIVIL ACTION

-vs- Plaintiff(s)

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:

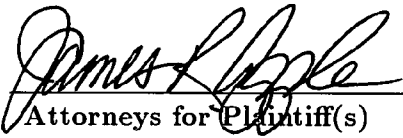
Amount named in Complaint	\$ 3,541.66
Interest from June 25, 2002 to November 4, 2003 on \$3,541.66	863.22
Attorney Fees	885.41
Payment	-
TOTAL	\$ 5,290.29

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

NO. 2003-01410 CD
IN CIVIL ACTION

-vs- Plaintiff(s)

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
M 147th Ave 30.00
Nobles to Prof -
street to city
NOV 07 2003

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.

(X) Entry of Judgment () Court Order
() Non-Pros
() Confession
☒ Default
() Verdict
() Arbitration Award
() Other

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

PROTHONOTARY

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