

04-353-CD
BANK OF AMERICA, N.A. VS. LISA WARD

Bank of America, NA (USA) vs. Lisa Ward
2004-353-CD

BURTON NEIL & ASSOCIATES, P.C.

By: Yale D. Weinstein, Esquire

Identification No. 89678

26 South Church Street

West Chester, PA 19380

(610) 696-2120

Attorney for Plaintiff

BANK OF AMERICA, N.A., (USA)
4161 Piedmont Parkway, Greensboro, NC 27410
Plaintiff

v.

LISA WARD
RD 1, Box 112, Du Bois PA 15801
Defendant

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

: NO. 04-353-45

: CIVIL ACTION - LAW

COMPLAINT NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claim 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. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE AND INFORMATION SERVICE

David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telephone No. 814-765-2641 Ext. 5982

FILED

MAR 15 2004

William A. Shaw
Prothonotary

BURTON NEIL & ASSOCIATES, P.C.
By:Yale D. Weinstein, Esquire
Identification No. 89678
26 South Church Street
West Chester, PA 19382
610-696-2120
Attorney for Plaintiff

BANK OF AMERICA, N.A., (USA)
4161 Piedmont Parkway, Greensboro, NC 27410
Plaintiff

v.

LISA WARD
RD 1, Box 112, Du Bois PA 15801
Defendant

: IN THE COURT OF COMMON PLEAS
:
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: NO.
:
: CIVIL ACTION - LAW

Complaint

1. The plaintiff is Bank of America, N.A. (USA) with place of business located at 4161 Piedmont Parkway, Greensboro, North Carolina.
2. The defendant is Lisa Ward, who resides at RD 1, Box 112, DuBois, Clearfield County, Pennsylvania.
3. At the defendant's request, plaintiff issued the defendant a credit card bearing account number 4356023004001404 for the defendant's use in making credit purchases and securing cash advances subject to the terms and conditions governing the use of the credit card. A true and correct copy of the terms and conditions of the account is attached hereto and marked Exhibit A
4. The defendant accepted the credit card and the terms and conditions governing its use for the purchase of goods, merchandise and services and/or for cash advances from vendors who accepted plaintiff's credit cards. In using the credit card, the defendant agreed to comply with the terms and conditions governing its use which included the obligation to pay plaintiff for all charges made in full upon receipt of the statement or in installments subject to monthly finance charges.
5. The defendant utilized the credit cards by making/obtaining purchases of goods, merchandise and services and/or cash advances from vendors who accepted the credit card. Monthly statements were sent to the defendant which detailed the charges made to the account including late and/or finance charges. The balance due for the charges made by the defendant including any late or finance charges is \$1,745.31.
6. Defendant did not pay the balance due upon receipt of the billing statements and is in default of the terms and conditions governing the use of the credit card.

7. Although demand has been made by plaintiff upon defendant to pay the sum of \$1,745.31, the defendant failed and refused to pay all or any part thereof.

8. Plaintiff alleges it is entitled to recovery of its attorneys fees from defendant pursuant to the terms and conditions governing the account. Plaintiff seeks recovery of attorneys fees in the sum of \$349.06.

Wherefore, plaintiff demands judgment against the defendant in the sum of \$1,745.31, attorneys fees in the sum of \$349.06 and the costs of this action.

BURTON NEIL & ASSOCIATES, P.C.

BY: 

Yale D. Weinstein, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.

Stolen credit card used on your billing statement. Otherwise, you may be liable for up to \$500 for any unauthorized use, unless you notify us.

Unauthorized Use of Your Card

- If you have a purchase, and the merchant discloses a policy such as "no return," "no refund," or "all sales final," you may be bound by that policy.
- When using your Account to make travel or lodging reservations, you should obtain the merchant's cancellation policy and follow it. If you do not, the merchant may charge you unless you can provide evidence of the cancellation code which the merchant is required to give you.
- If you receive a credit card, you must notify the merchant when you want to discontinue the repeat transactions or if your Account is closed or a new Account number is issued by us.
- If you disagree with a transaction on your billing statement, you will provide information or assistance we reasonably request. Otherwise, you will pay us for any resulting loss we have unless prohibited by applicable law.

Default. Your Account is in default if you fail to comply with any of the terms of this Agreement or any other card agreement with us or anyone else, in the representation of or if we reasonably believe that you will be unwilling or unable to pay debts you owe to anyone. If you are in default, we may close your Account without notice, and you must immediately pay your unpaid balance.

Closing Your Account. We may close your Account or suspend your credit privileges at any time without prior notice except as required by law. You will be obligated to pay the outstanding balance on your Account. If we ask, you will deliver or identify all cards on your Account.

If we receive a request from any Account holder to close an Account or remove an Account holder from the Account, we may honor or refuse the request without charge or penalty.

Change of Terms. We may change any term, condition, service or feature of your Account at any time. We will provide you with notice of the change to the extent required by law. Unless we state otherwise, a new term will apply to the Account's unpaid balance and to new activity on your Account. If we need your consent to the new term, we will inform you of the effective date of the new term and the time period in which you can notify us that you do not accept the new term. If you do not notify us, that will mean that you accept the new term.

Dispute Resolution. If you or we request, your controversy with us will be decided by arbitration, reference to a court, as described below.

- (a) **Arbitration.** A controversy involving 1 account, or 2 or more accounts with the same 1 common owner, will be decided by arbitration under the Commercial Arbitration Rules of the American Arbitration Association.
- (b) **Notice.** A controversy that is not subject to arbitration under (a) above and that is brought in the State of California will be decided by reference to the California Code of Civil Procedure, § 6302 and related sections. A controversy that is an active attorney or related judge will be appointed by the procedure for selecting arbitrators.
- (c) **Civil Trial.** A controversy that is not subject to arbitration under (a) above and that is not brought in the State of California under (b) above will be decided in a court that has jurisdiction to apply the rules of civil procedure.

Payment Method. "Paid in Full." We may accept letters, checks, or other types of payment showing payment in full or using other language to indicate payment under the Agreement. You must send any such communication to the billing office at the address on your billing statement. Satisfaction of your debt does not affect the full amount due unless a written agreement, signed by one of our authorized employees.

Foreign Currency Transactions. Visa or MasterCard will convert to U.S. dollars any charge or credit made to your Account in currency other than U.S. dollars. The conversion rate will be determined under Visa or MasterCard terms. The conversion rate may differ from the rate on the date of your billing. (1) A worldwide market rate, or (2) a government-manipulated rate, in each case. Visa and MasterCard use the rate in effect one day before the currency conversion rate. We may also charge a percentage as shown in your Additional Disclosure. We will post to your Account the converted U.S. dollar amount debited by Visa or MasterCard.

Payments in Foreign Currency. For all amounts you owe your Account, you will pay us in U.S. dollars. All checks must be drawn from funds on deposit in a U.S. depository financial institution. We may, at our option, accept payments made in foreign currency or checks drawn on non-U.S. banks. If we do, we may impose service and collection charges. Our determination of service and collection charges will be final.

Telephone Monitoring. Our supervisory personnel may listen to and record telephone calls between you and our employees for the purpose of monitoring and improving the quality of service you receive.

Enforceability. Our failure to exercise any of our rights under this Agreement will not waive any of our rights in this bill. If any term of this Agreement is found to be unenforceable, all other provisions will remain in full force.

Governing Law. THIS AGREEMENT IS GOVERNED BY APPLICABLE ARIZONA AND FEDERAL LAW.

**YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Discrepancies About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us in a separate letter at the "Billing Inquiries" address on your bill. Write us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. (To preserve your rights under the law, you must write to us.)

In your letter, give us the following information: your name, address, account number and 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.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop payment on any automatic bill that is wrong. To automatic payments scheduled to make.

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 your bill was correct.

After we receive your letter, we cannot try to collect any amount you question, nor report you delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your bill, but you do not have to pay any questioned amount while we are investigating. If you find that we made a mistake on your bill, you will not have to pay any finance charges related to the questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any interest payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent, 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 report to us. We must tell anyone we report you to that the matter has been settled if we do not follow these rules, we cannot collect the first 56% of the questioned amount, even if you 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:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
 - (b) The purchase price must have been more than \$50.
- These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

**VISA® OR MASTERCARD®
CARDMEMBER AGREEMENT**

Exhibit A

This is your Agreement with Bank of America, N.A. (USA) for your Visa® or MasterCard® credit card account ("Account").

In this Agreement, we use "us" and "our" to refer to Bank of America, N.A. (USA), the credit issuer and card issuer for your Account. "You," "your" and "your" refer to (1) each Account holder (whose name appears on your Account billing statement); (2) any person bound by this Agreement; and (3) any person who uses your Account, including those you authorize, by signing for or using your Account, you accept the terms of this Agreement.

This Agreement consists of the following terms and conditions, the Additional Disclosure, any document referenced in the Additional Disclosure, and any other document(s) that we refer to as part of your Cardmember Agreement.

YOUR ACCOUNT

Your Account is a revolving line of credit which you may use for each of the following consumer transactions:

- Purchase of goods or services;
- Cash Advance, including:

- Cash Disbursement: Cash disbursement from a participating financial institution or merchant (except ATM).
- ATM Advance: Cash from an automated teller machine (ATM) with your Personal Identification Number (PIN), or ATM transfer of funds from your Account to your Bank of America deposit account, where available.
- Overdraft Protection: In first instances, you may link your Account to your personal checking account for overdraft protection as shown in your Additional Disclosure.
- Account Check: Check used to access your credit line.

Cash Advance Purchase of money orders, travelers checks, foreign currency, lottery tickets, cash on order, cash, rebates, wages, or vouchers redeemable for cash, and similar items that Visa U.S.A. Inc. (VISA), or MasterCard International Incorporated (MasterCard) designates.

• **Balance Transfer.** Occasionally we may make balance transfer offers available to you. When we do, the terms and conditions of the balance transfer will be included with our offer. Balance transfers will post to your account as either a Purchase or a Cash Advance depending on our offer.

YOUR CREDIT LINE

If your Account has a Credit Line, as shown in your credit card or billing statement, you will not permit your unpaid balance to exceed it. Even if we authorize transactions which cause you to exceed your Credit Line, you will still be responsible to pay us for any amounts over your Credit Line.

We may change your Credit Line at any time. Also, you may request us to change it. Any Credit Line increase requires our approval.

Cash Advance Limit. We may set a Cash Advance Limit for your Account that would be lower than your Credit Line. Your Account billing statement will show your "Cash Credit Limit" and "Available Cash" (the amount of unused Credit Line available for Cash Advances) if they apply to you. We may impose the Cash Advance Limit, or change its amount, at any time.

AUTHORIZATIONS

Some of your Purchases and Cash Advances will require our prior authorization, and certain daily dollar limits will apply to your ATM Cash Advances. We may limit the number of authorizations we give your Account on any day, or deny authorization for security or other reasons. We are not liable if a merchant, financial institution or ATM does not accept your card or Account number, or if authorization for a transaction is withheld.

WE ARE PROVIDING YOU WITH THIS INFORMATION TO COMPLY WITH FEDERAL AND STATE LAWS.

BCS-9743 4-99

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you may receive change on Cash Advances.

Periodic Finance Charge on Promotional Balances (see below):

• Cash Advance Fees; and

• Any Minimum Finance Charge as shown in your Additional Disclosure.

Cash Advance Fee For each Cash Advance, a Cash Advance Fee, a one-time fee, is assessed. The amount of the fee is shown in the Additional Disclosure, will apply to the advance, when you obtain an ATM Advance, the ATM owner may charge you a fee for the transaction in addition to our Cash Advance Fee. We have no control over the ATM owner's fee.

Periodic Rate The Periodic Rate and the corresponding Annual Percentage Rate are shown in the Additional Disclosure. These rates are used to calculate the periodic finance charge on your Account each month.

Any periodic rate that is a variable rate may increase or decrease each calendar quarter. If the rate increases, your finance charge will increase and your minimum payment due may be greater.

From time to time, we may offer promotional rates on certain transactions. The Annual Percentage Rate in the types of transactions to which it will apply will be described in the promotional offer we make.

Payment Performance At our option, if at any time we do not receive at least your minimum payment due by the 31st day after the Payment Due Date for that payment, the Annual Percentage Rate on your existing balances and any new transactions will increase on the next billing date to the index plus 12.99 percentage points (with a 19.99% maximum for Cash Advances and any Old Balance). The current Annual Percentage Rate and corresponding Daily Periodic Rate are shown in the Additional Disclosure. This is a variable rate. The higher rate will continue to apply until we receive from you 7 consecutive monthly payments of at least the minimum payment due by the Payment Due Date. After 7 consecutive monthly payments, the Annual Percentage Rate will decrease on the next Billing Date to the then current rate that applies to your Account for timely payment performance, as stated in these terms and conditions or any subsequent amendment.

HOW WE DETERMINE YOUR AMOUNT SUBJECT TO PERIODIC RATE

Each Account billing statement will describe Account activity during a billing cycle, which is a period of about one month ending on the Billing Date. During a billing cycle, you will have a grace period in which you will not incur additional finance charges on the Purchase portion of the Account if we received your full payment of the New Balance on your prior billing statement by the Payment Due Date for that statement (unless you have a "Non-Grace" product, in which case we will use periodic finance charges). If you pay less than the New Balance, you will incur periodic finance charges based on the Average Daily Balance of Cash Advances. Here's how we calculate the periodic finance charge: On the Billing Date, we calculate your daily balance by adding with the outstanding balance for each day in the billing cycle. Then, we add new charges and other debits and subtract payments and credits. The resulting amount is the daily balance. We add all daily balances and divide by the number of days in the billing cycle to arrive at the Average Daily Balance which also is the Annual Subject to Periodic Rate. We do this calculation separately for each periodic rate and add each periodic finance charge to the daily balance to which it applies. The fees and charges described in the "Other Fees and Charges" section are added to the Purchase daily balance on the date they are assessed.)

For each transaction that has a finance charge, we assess finance charge from the Transaction Date. If, however, the Transaction Date precedes the billing cycle in which the Purchase or Cash Advance posts to your Account, we assess finance charge from the first day of the billing cycle.

OTHER FEES AND CHARGES

Annual Fee If we charge you a non-refundable Annual Fee, it will be shown in the Additional Disclosure and apply each year that your Account is open, whether or not you use your Account.

Late Charge If we do not receive the minimum payment due by the Payment Due Date on your billing statement, we may charge you a Late Charge in the amount shown in the Additional Disclosure.

Overnight Fee If you unpaid balance exceeds your Credit Line at any time during

returned to us for any reason, we may charge you a Returned Payment Fee in the amount shown in the Additional Disclosure.

Stop Payment Fee We may charge you a Stop Payment Fee in the amount shown in your Additional Disclosure for each stop payment that you request on an Account Check you write. You must request a stop payment only if the Account Check has not yet posted to your Account.

Copy Charge We may charge you a Fee in the amount shown in your Additional Disclosure for each copy of a billing statement, sales sheet, Account Check or other document that you request. If you request a reprint on your Account or authorize others to request it, we may charge you a Fee in the amount shown in your Additional Disclosure for each hour of our research services. If your request relates to a billing error as described below and you follow the procedures described on the back of your billing statement, we will not impose, or will reverse, these charges. If you produce documents in response to legal process, we may charge these fees to your Account.

Collection Costs and Attorney Fees To the extent not prohibited by law, if you are in default, you will pay our collection costs, attorney fees (including allocated costs for attorneys who are employed by us), court costs and all other expenses of enforcing our rights under this Agreement.

WHEN WE MAY RETURN UNPAID YOUR ACCOUNT CHECKS

- We may reject and return unpaid an Account Check you write because:
- (a) Your Cash Advance limit has been reached or would be exceeded by paying the check at the time the check is presented to us for payment;
 - (b) Your check is post-dated. If a post-dated check is paid, resulting in another check being returned or not paid, we are not responsible;
 - (c) The date of your check is more than 6 months old;
 - (d) Your Account is closed or suspended;
 - (e) You are in default or would be so if we paid the check;
 - (f) Your signature or the payee's name or endorsement is missing on the check, or the check appears altered.

If we pay a check under any condition in (a) through (f) above, you must pay us the amount of the check plus applicable fees and charges.

YOUR LIABILITY

If your name appears on a billing statement, our records show that you are liable for the full balance due on the Account. By using your Account or making a payment on the Account, you agree that your name appears on any billing statement, you agree that our records are accurate. In addition, you are liable for the full balance due on the Account if you have agreed to be liable (even if your name does not appear on a billing statement). In each case described above, you will be individually and jointly liable for all credit extended on the Account.

If you are an Authorized User (as described below), you are liable for each transaction you make on the Account. An Authorized User's liability does not relieve any other liable party under this Agreement from liability for the Authorized User's transactions.

YOUR PAYMENTS

You promise to pay us for all transactions on your Account, whether they are yours or those of any persons authorized to use your account, plus all fees, charges and expenses as provided in this Agreement. If an Account payment is invalid, we will charge it against your Account. If you are an Authorized User, you are not promising to pay for transactions made by others. We will determine, at our option, the order in which a payment will be applied toward purchases, cash advances, unpaid finance charges and other fees and charges.

If a bank branch or office rejects your Account, you will immediately pay it any unpaid Account balance it pays us.

If your legal residence or billing statement address is in a country outside the United States, the government of that country may impose a withholding tax on Finance Charge due on your Account. If you do not pay, we may charge the amount of the tax to your Account.

Minimum Payment Due You will pay at least the minimum payment due in the amount shown in your Additional Disclosure by the Payment Due Date on your billing statement.

OTHER IMPORTANT INFORMATION

Signature You must sign the back of your credit card as soon as you receive it. **Unauthorized Card** This Agreement does not grant us a security interest in Purchases you charge to your Account or any other property you own.

use your Account. Notice to any of you will be considered notice to all of you. **Change of Personal Information** You will notify us in writing immediately if you change your name, address or home or business telephone number.

Credit Information We may periodically review your credit standing by obtaining information from credit reporting agencies and other sources concerning your accounts. We may also release information about your Account to our credit information providers for their use in determining your creditworthiness. You will provide updated financial information upon our request.

Credit Insurance If you purchase credit insurance to have your outstanding Account balance insured up to a specified limit in the event of your death, or involuntary unemployment through our program, your credit insurance premiums will be based on your New Balance on each Billing Date and will appear on your billing statement. Terms and limitations of coverage are in the Certificate of Insurance which the insurance carrier will mail you after it approves your application for insurance.

Credit Reporting You have the right to dispute the accuracy of information we have reported to a consumer reporting agency. If you wish to do so, write to us at: P.O. Box 53105, Dept. 14524, Phoenix, AZ 85067-23105. Please include your name, address, account number, telephone number, social security number and a brief description of the problem. If available, please include a copy of the credit report in question.

Stopping Payment on Account Checks To stop payment on an Account Check you write, you must call us at the Customer Service number or Account number on your billing statement within all of the following information: the exact dollar amount of the check; the check number; your Account number; the name of the party to whom the check was written and the name of the person who signed the check.

We will stop payment on the check if we receive your stop payment request by the business day before the day we pay your check. The date we pay the Account Check may be before the date it posts to your Account. The stop payment order will remain effective for 6 months. You may write us to cancel the order at any time.

Affiliate Information-Sharing Federal law permits us to share with Bank of America affiliate companies information about you or your Account. In addition, we may share with our affiliates information received from outside sources, including information in your Account application (Outside Information). If you do not wish us to share Outside Information, you must write to Bank of America, P.O. Box 27025, Richmond, VA 23261-7025 to do so, and include your name, address, telephone number, Account number(s) and social security number. **Information-Sharing** We carefully select providers of quality products and services to offer you discount savings and other valuable benefits arranged specially for our cardmembers. For this purpose, we provide them identifying information about your Account, including transaction category information. If you accept an offer and authorize a product or service provider to charge a purchase to your Account, your Account number is provided under confidential conditions.

If you prefer that we not share information about you like this, please write us at the Billing Inquiries' address on your billing statement and include your name and Account number, or call the toll-free Customer Service number on your billing statement. When we receive your instructions, we will process them so that we stop any offers from coming to you as soon as operationally possible.

Authorized Users You may allow Authorized Users on your Account in the following ways: (1) by notifying us that you want someone added to your Account as an Authorized User; (2) by lending your credit card or Account Number to another; or (3) by any other ways in which you would be legally considered to have allowed another to use your Account or to be legally allowed anyone to become an Authorized User. By doing so, you authorize the person to use your Account to the same extent you can, including but not limited to making any Purchases and Cash Advances and allowing others to use your Account. Your Account will not allow you to limit the nature or amount of authority you give to any Authorized User. That person's activity will continue until you notify us that you are terminating the authority and until you physically relieve the credit card, if you cannot relieve the card, you will remain liable for any transactions which we cannot prevent after you notify us. If your credit card is lost or stolen, or if you think your Account is being used without your permission, you must notify us immediately by calling the 1-800 or

VERIFICATION

Yale D. Weinstein, Esquire, being duly sworn according to law, deposes and says that he is the attorney for plaintiff, Bank of America, N.A.(USA), in the foregoing matter, that he is authorized to take this verification on its behalf; and that the facts set forth in the foregoing complaint are true and correct to the best of his knowledge, information and belief subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: _____

3/10/07

Yale D. Weinstein, Esquire

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-01**
DJ Name: Hon. **PATRICK N. FORD**
Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321** **15801**

54169
**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: **BANK OF AMERICA, NA (USA)**
P.O. BOX 356
% BURTON NEIL
WEST CHESTER, PA 19381

VS.
DEFENDANT: **WARD, LISA**
RD 1 BOX 112
DUBOIS, PA 15801

BANK OF AMERICA, NA (USA)
P.O. BOX 356
% BURTON NEIL
WEST CHESTER, PA 19381

Docket No.: **CV-0000549-03**
Date Filed: **12/10/03**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR DEFENDANT**

☒ Judgment was entered for: (Name) **WARD, LISA**

☒ Judgment was entered against: (Name) **BANK OF AMERICA, NA (USA)**

in the amount of \$ **.00** on: (Date of Judgment) **2/26/04**

☐ Defendants are jointly and severally liable. (Date & Time) _____

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to
Attachment/42 Pa.C.S. § 8127 \$ _____

☐ Portion of Judgment for physical
damages arising out of residential
lease \$ _____

Amount of Judgment	\$ <u>.00</u>
Judgment Costs	\$ <u>.00</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>.00</u>

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____

Certified Judgment Total \$ =====

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

2-26-04 Date **Patrick N. Ford-PNF**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

_____, Date _____, District Justice

My commission expires first Monday of January, **2006**.

SEAL

FILED
M 1-43 84 copies to atty

MAR 15 2004

William A. Shaw
Prothonotary

COURT OF COMMON PLEAS
CLEARFIELD

FROM

JUDICIAL DISTRICT

DISTRICT JUSTICE JUDGMENT

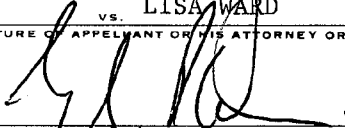
46-3-01

COMMON PLEAS No.

04-353-4

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT BANK OF AMERICA, NA		MAG. DIST. NO. OR NAME OF D.J. 46- 3-01	
ADDRESS OF APPELLANT Greenville		CITY Greenville	STATE SC
DATE OF JUDGMENT 2/26/04	IN THE CASE OF (Plaintiff) BANK OF AMERICA, NA		(Defendant) LISA WARD
CLAIM NO. CV 20 LT 20	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 		
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.	
_____ Signature of Prothonotary or Deputy			

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal
 Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

 Signature of appellant or his attorney or agent

RULE: To _____, appellee(s)
 Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: _____ 20 ____.

 Signature of Prothonotary or Deputy

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes.)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____, ss

AFFIDAVIT: I hereby swear or affirm that I served

☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, 20____. ☐ by personal service ☐ by (certified) (registered) mail, sender's
receipt attached hereto, and upon the appellee, (name) _____, on
_____, 20____. ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to
whom the Rule was addressed on _____, 20____. ☐ by personal service ☐ by (certified) (registered)
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 20____.

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 20____.

U.S. Postal Service[®]
CERTIFIED MAIL[™] RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided) —

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees		\$

Sent To Lisa Lund

**Street, Apt. No.,
or PO Box No.** 801 Box 112

City, State, ZIP+4 Dubuois, PA 15801

PS Form 3800, June 2002 See Reverse for Instructions

7002 3150 0002 2642 5955

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.
Internet access to delivery information is not available on mail addressed to APOs and FPOs.

(Reverse) June 2002, 3800, PS Form 3800

U.S. Postal Service
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent to Patrick N Ford Reg Dist 12-46-3-01
Street, Apt. No.: 309 Maple Ave PO Box 450
or PO Box No.:
City, State, ZIP+4: Dallas TX 75201

PS Form 3800, June 2002 See Reverse for Instructions

7002 3150 0002 2642 5948

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.
Internet access to delivery information is not available on mail addressed to APOs and FPOs.

(Reverse) June 2002 0808 1000



[illegible]

COUNTY OF Cearfield ; SS

7/1/78
MAR 22 2004
cc
D
H

AOPC 312

COURT OF COMMON PLEAS
CLEARFIELD

FROM

JUDICIAL DISTRICT

DISTRICT JUSTICE JUDGMENT

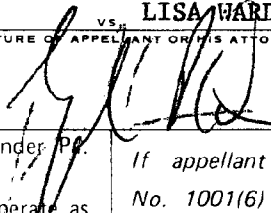
46-3-01

COMMON PLEAS No.

04-353-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT BANK OF AMERICA, NA		MAG. DIST. NO. OR NAME OF D.J. 46- 3-01	
ADDRESS OF APPELLANT Greenville		STATE SC	ZIP CODE
DATE OF JUDGMENT 2/26/04	IN THE CASE OF <i>Plaintiff</i> BANK OF AMERICA, NA		<i>Defendant</i> LISA WARD
CLAIM NO. CV 20 LT 20 100-549-03	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 		
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>_____ Signature of Prothonotary or Deputy</p>		<p>If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>	

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To _____, appellee(s)
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

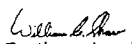
Date: _____ 20 ____.

Signature of Prothonotary or Deputy

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

MAR 15 2004

Attest.


Prothonotary/
Clerk of Courts

BURTON NEIL & ASSOCIATES, P.C.

BY: Yale D. Weinstein, Esquire

Identification No. 89678

1060 Andrew Drive, Suite 170

West Chester, PA 19380

610-696-2120

ATTORNEY FOR: Plaintiff

BANK OF AMERICA, N.A. (USA)

Plaintiff

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

VS.

: NO. 04-353-CD

LISA WARD

Defendant

: CIVIL ACTION - LAW

Praeipce to Substitute Verification

To the Prothonotary:

Kindly substitute the attached verification for the attorney verification filed with the Complaint.

BURTON NEIL & ASSOCIATES, P.C.

BY: 

Yale D. Weinstein, Esquire
Attorney for Plaintiff

FILED

MAR 29 2004

William A. Shaw
Prothonotary/Clerk of Courts

Verification

Constance Curtis is Agent
(Name of authorized representative) (Title or Position)

for, Bank of America, N.A., the within Plaintiff in this action, and that the statements of fact made in the foregoing Complaint are true and correct to the best of the undersigned verifier's knowledge and belief. The undersigned understands that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 3-15-04

Lisa L. Bridges
Name

Lisa Ward
4356023004001404



Lisa L. Bridges

FILED No
cc
MAR 12 4 10 PM '04
MAR 29 2004

William A. Shaw
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-01**

DJ Name: Hon. **PATRICK N. FORD**

Address: **309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA
15801**

Telephone: **(814) 371-5321 15801**

**PATRICK N. FORD
309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: **BANK OF AMERICA, NA (USA)**
**P.O. BOX 356
% BURTON NEIL
WEST CHESTER, PA 19381**

VS.

DEFENDANT: **WARD, LISA**
**RD 1 BOX 112
DUBOIS, PA 15801**

Docket No.: **CV-0000549-03**
Date Filed: **12/10/03**



04-353-00

THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR DEFENDANT

- ☒ Judgment was entered for: (Name) **WARD, LISA**
- ☒ Judgment was entered against: (Name) **BANK OF AMERICA, NA (USA)**

in the amount of \$ **.00** on: (Date of Judgment) **2/26/04**

☐ Defendants are jointly and severally liable. (Date & Time) _____

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to
Attachment/42 Pa.C.S. § 8127 \$ _____

☐ Portion of Judgment for physical
damages arising out of residential
lease \$ _____

FILED
MAR 29 2004

William A. Sheehan
Prothonotary/Clerk of Court

Amount of Judgment	\$ <u>.00</u>
Judgment Costs	\$ <u>.00</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>.00</u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ <u>.00</u>

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

2-26-04 Date **Patrick N. Ford -PNF**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

_____, Date _____, District Justice

My commission expires first Monday of January, **2006**.

SEAL

COMMONWEALTH OF PENNSYLVANIA COURT OF COMMON PLEAS CLEARFIELD JUDICIAL DISTRICT 46-3-01		NOTICE OF APPEAL FROM DISTRICT JUSTICE JUDGMENT COMMON PLEAS No. 041-353-CV	
NOTICE OF APPEAL Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.			
NAME OF APPELLANT BANK OF AMERICA, NA		MAG. DIST. NO. OR NAME OF D.J. 46-3-01	
ADDRESS OF APPELLANT <div style="text-align: center;"> Greenville </div>		STATE <div style="text-align: center;"> SC </div>	
DATE OF JUDGMENT 2/26/04	IN THE CASE OF <i>Plaintiff</i> BANK OF AMERICA, NA		
CLAIM NO. CV 20 100-547-23 LT 20 1		VS. <i>Defendant</i> LISA GARD SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT	
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.	
Signature of Prothonotary or Deputy			
COPY TO BE SERVED ON DISTRICT JUSTICE			

CIVIL/LANDLORD TENANT WORKSHEET



Case Name: BANK OF AMERICA, NA, (USA) VS WARD, LISA	Docket No.: CV-0000549-03
--	----------------------------------

Hearing Date: 2/26/04 Hearing Time: 10:00 A

Cross Complaint Filed (Date): _____ Cross Complaint Amount: \$ _____

☒ Defendant intends to defend (Date): 1/09/04 ☐ Stayed on (Date): _____

☒ Plaintiff so notified (Date): 1/09/04 ☐ Stayed until further notice.

☐ Hearing was held on (Date): _____ Defendant appeared at hearing:

☐ Defendant did not appear. ☐ Not represented.

☒ Plaintiff did not appear. ☐ Represented by: _____

Residential Lease ? ☐ Y ☐ N

DISPOSITION

☐ Judgment for plaintiff: _____

☒ Judgment for defendant: -0- (Name) RD # 1, Box 112

Judgment entered on (Date): _____ Notice of judgment given on (Date): _____

The amount of rent per month as established by the District Justice, is \$ _____

The total amount of the Security Deposit is \$ _____

	Total Amount Established by DJ	Less	Security Deposit Applied	=	Adjudicated Amount
Rent in Arrears	\$ _____	-	\$ _____	=	\$ _____
Physical Damages Leasehold Property	\$ _____	-	\$ _____	=	\$ _____
Damages/Unjust Detention	\$ _____	-	\$ _____	=	\$ _____
		Less Amt. Due Defendant from Cross Complaint	-	\$ _____	
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127		Interest (if provided by lease)	\$ _____		
<input type="checkbox"/> Defendants are jointly and severally liable.		Amount of Judgment	\$ <u>-0-</u>		
<input type="checkbox"/> Possession granted.		Judgment Costs	\$ _____		
<input type="checkbox"/> Possession not granted.		Attorney Fees	\$ _____		
<input type="checkbox"/> Grant Possession if money Judgment is not Satisfied by time of eviction.		Total Judgment	\$ _____		

☐ Order for Possession Requested

☐ Order for Possession Issued

☐ Order for Possession Reissued

☐ Appeal Filed

☐ Supersedeas Attached

☐ Supersedeas Terminated

☐ Dismissal without prejudice (Date): _____

☐ Transferred to (Date): _____

☐ Settled (Date): _____

☐ Damages will be assessed on (Date): _____ (Time): _____

☐ Levy is stayed for _____ days, or ☐ generally stayed.

☐ Objection to Levy has been filed and a hearing will be held on (Date): _____ (Time): _____

☐ Objection to levy denied; sale to be rescheduled

☐ Judgment and cost satisfied (Date): _____ (By whom notified): _____

☐ Continued to (Date): _____ (Time): _____

At the request of:

☐ Plaintiff

☐ Defendant

☐ Notice of continuance given on (Date): _____

FINAL DISPOSITION MADE BY:

(District Justice)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF: Clearfield

CIVIL COMPLAINT

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

Patrick N. Ford

Address: 309 Maple Avenue, PO 452
Dubois, PA 15801

Telephone: 814-371-5321

PLAINTIFF:

NAME and ADDRESS

BANK OF AMERICA, N.A. (USA)
c/o Burton Neil & Associates, P.C.
PO Box 356 West Chester, PA 19381-0356

VS.

DEFENDANT:

NAME and ADDRESS

LISA WARD
RR 219
Du Bois PA 15801Docket No.: CV-549-03
Date Filed: 12-10-03

	AMOUNT	DATE PAID
FILING COSTS	\$ <u>84.50</u>	<u>12/10/03</u>
POSTAGE	\$ _____	<u>1 1</u>
SERVING COSTS	\$ _____	<u>1 1</u>
CONSTABLE ED.	\$ _____	<u>1 1</u>
TOTAL	\$ _____	<u>1 1</u>

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$2,094.37 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

For past due balance on a credit card issued by plaintiff to defendant which balance includes purchases and/or cash advances, finance charges, late and/or, over limit charges, plus attorneys fees per terms and conditions of account.

\$1,745.31	Principal
\$.00	Interest
\$349.06	Attorneys Fees
\$.00	Credit
<u>\$2,094.37</u>	Balance

I, Burton Neil, Esquire, Atty for Plaintiff, verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C. S. § 4904) related to unsworn falsification to authorities.


(Signature of Plaintiff or Authorized Agent)

Plaintiff's

Attorney: Burton NeilTelephone: 610-696-2120Address: PO Box 356West Chester, PA 19381-0356

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing.

If you are disabled and require reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

AOPC 308A-02

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:	46-3-01
DJ Name: Hon.	PATRICK N. FORD
Address:	309 MAPLE AVENUE P.O. BOX 452 DUBOIS, PA
Telephone: (814) 371-5321	15801

**PATRICK N. FORD
309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801**

**CIVIL ACTION
HEARING NOTICE**

PLAINTIFF: NAME and ADDRESS
**BANK OF AMERICA, NA (USA)
P.O. BOX 356
% BURTON NEIL
WEST CHESTER, PA 19381**

VS.
DEFENDANT: NAME and ADDRESS
**WARD, LISA
RR 219
DUBOIS, PA 15801**

Docket No.: **CV-0000549-03**
Date Filed: **12/10/03**



A civil complaint has been filed against you in the above captioned case. A hearing has been set in this matter for:

Date: 1/19/04	Place: DISTRICT COURT 46-3-01 309 MAPLE AVENUE P.O. BOX 452 DUBOIS, PA 15801
Time: 9:45 AM	

NOTICE TO DEFENDANT

If you intend to enter a defense to this complaint, you should so notify this office immediately at the above telephone number.

YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

Pursuant to PA.R.CP.D.J. No. 342(B)(2), no claim by the defendant will be permitted in a supplementary action filed for failure of judgment creditor to enter satisfaction.

NOTICE TO PLAINTIFF

If the defendant enters a Notice of Intent to Defend, you will be notified of the date and time of the scheduled hearing and must appear.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

RECEIPT OF PAYMENT

Mag. Dist. No.:	46-3-01
DJ Name: Hon.	PATRICK N. FORD
Address:	309 MAPLE AVENUE
	P.O. BOX 452
	DUBOIS, PA
Telephone: (814) 371-5321	15801



REMITTER :

BANK OF AMERICA, NA (USA)
P.O. BOX 356
% BURTON NEIL
WEST CHESTER, PA 19381

Docket No.: **CV-0000549-03**
Date Filed: **12/10/03**

RECEIPT NO:	096453	DATE:	12/10/03	PAGE:	1
SOURCE:	PAID BY MAIL	AMOUNT RECEIVED:	\$	84.50	
METHOD:	PAID BY CHECK	AMOUNT APPLIED:	\$	84.50	
CHECK#:	27096	COLLATERAL APPLIED:	\$	.00	
		CHANGE:	\$	.00	
MANUAL RECEIPT#:		NEXT PAYMENT AMOUNT:			
CITATION#:		NEXT PAYMENT DATE:			
COSTS INCLUDED ON:		NEXT PMT TYPE:			

PAYMENT DESCRIPTION	BALANCE FWD	AMT APPLIED	CURRENT BAL
JUDICIAL COMPUTER PROJECT	8.50	8.50-	.00
ACCESS TO JUSTICE	1.50	1.50-	.00
POSTAGE	10.00	10.00-	.00
COMMONWEALTH COST- HB627	25.80	25.80-	.00
FILING FEES COMM-COST	12.90	12.90-	.00
FILING FEES 17-CTY	25.80	25.80-	.00
	=====	=====	=====
TOTAL	84.50	84.50-	.00
CURRENT BALANCE DUE	.00		

RECVD FROM BANK OF AMERICA, NA (USA)
SH THANK YOU!

DATE PRINTED: 12/10/03 10:25:00 AM

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

NOTICE OF INTENT TO DEFEND

Mag. Dist. No.:	46-3-01
DJ Name: Hon.	PATRICK N. FORD
Address:	309 MAPLE AVENUE P.O. BOX 452 DUBOIS, PA
Telephone:	(814) 371-5321 15801

PLAINTIFF: NAME and ADDRESS
BANK OF AMERICA, NA (USA)
P.O. BOX 356
% BURTON NEIL
WEST CHESTER, PA 19381
VS.
DEFENDANT: NAME and ADDRESS
WARD, LISA
RR 219
DUBOIS, PA 15801

PATRICK N. FORD
309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801

Docket No.: **CV-0000549-03**
Date Filed: **12/10/03**



HEARING: **CIVIL ACTION HEARING**

Date: 02/26/04	Place: DISTRICT COURT 46-3-01 309 MAPLE AVENUE P.O. BOX 452 DUBOIS, PA 15801
Time: 10:00 AM	

PLAINTIFF: **BANK OF AMERICA, NA, (USA)**

You are hereby notified that the defendant named below has given notice of his intent to present a defense at the hearing in the above case.

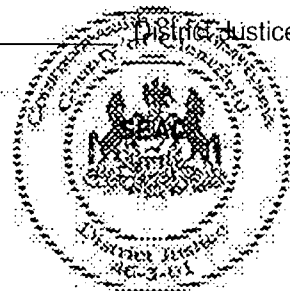
DEFENDANT: **WARD, LISA**

1/09/04

Date

Patrick N. Ford

My commission expires first Monday of January, **2006**.



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:	46-3-01
DJ Name: Hon.	PATRICK N. FORD
Address:	309 MAPLE AVENUE P.O. BOX 452 DUBOIS, PA
Telephone: (814) 371-5321	15801

**PATRICK N. FORD
309 MAPLE AVENUE
P.O. BOX 452
DUBOIS, PA 15801**

NOTICE OF CONTINUANCE

PLAINTIFF: NAME and ADDRESS
**BANK OF AMERICA, NA (USA)
P.O. BOX 356
% BURTON NEIL
WEST CHESTER, PA 19381**

VS.

DEFENDANT: NAME and ADDRESS
**WARD, LISA
RR 219
DUBOIS, PA 15801**

Docket No.: **CV-0000549-03**
Date Filed: **12/10/03**



Please note that the hearing in the above captioned case, which was scheduled to occur on: **1/19/04**
has been continued to:

Date: 2/26/04	Place: DISTRICT COURT 46-3-01 309 MAPLE AVENUE P.O. BOX 452 DUBOIS, PA 15801
Time: 10:00 AM	

If you have any questions, please contact this office immediately.

Continuance requested by: **DISTRICT JUSTICE**

If you are disabled and require assistance, please contact the Magisterial District office at the address above.

1/09/04 Date

Patrick N. Ford

District Justice

My commission expires first Monday of January, 2006 .



U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
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Total Postage & Fees	\$

Sent To: Lisa Ward
 Street, Apt. No.,
 or PO Box No. CV-549-03
 City, State, ZIP+4

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lisa Ward
CV-549-03

2. Article Number

7003 1010 0005 2743 0816

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X Lisa Ward ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
12/11/03

D. Is delivery address different from item 1? ☐ Yes
 if YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☒ Yes

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

BANK OF AMERICA, N.A., (USA),

Plaintiff,

vs.

LISA WARD,

Defendant.

) NO. 04-353-C.D.

)

) Type of Case: CIVIL ACTION

)

) Type of Pleading: DEFENDANT'S

) ANSWER TO PLAINTIFF'S COMPLAINT,

) NEW MATTER & COUNTERCLAIM

)

) Filed on Behalf of: DEFENDANT

)

) Counsel of Record:

) BENJAMIN S. BLAKLEY, III, ESQ.

) Supreme Court no. 26331

)

) BLAKLEY & JONES

) 90 Beaver Drive, Box 6

) Du Bois, Pa 15801

) (814) 371-2730

FILED

APR 16 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

BANK OF AMERICA, N.A., (USA),	)	NO. 04-353-C.D.
)	
Plaintiff,)	
)	
vs.)	
)	
LISA WARD,)	
)	
Defendant.)	

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 is served, 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 an order may be entered against you by the Court without further notice for any money claimed in the Complaint requested by Plaintiff. You may lose money or property or other rights important to you.

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

David S. Meholick,
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

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

BANK OF AMERICA, N.A., (USA),	)	NO. 04-353-C.D.
)	
Plaintiff,)	
)	
vs.)	
)	
LISA WARD,)	
)	
Defendant.)	

**DEFENDANT'S ANSWER TO PLAINTIFF'S
COMPLAINT, NEW MATTER & COUNTERCLAIM**

AND NOW, comes Defendant, **LISA WARD**, by and through her attorneys,
BLAKLEY & JONES, and answers the Plaintiff's Complaint in the above-captioned matter as
follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted; however, it is further averred that, in using the credit card, the
Defendant only agreed to pay the Plaintiff for charges legitimately made on Defendant's account
and not for disputed charges or charges not authorized by the Defendant.
5. It is denied that Defendant utilized her credit card issued by the Plaintiff so
as to cause a balance due for charges, including late or finance charges, in the amount of
\$1,745.31. On the contrary, it is averred that the Plaintiff charged the Defendant's account for

amounts which the Defendant has at all times denied incurring and which has been fully known to the Plaintiff, many of which have since been determined to have been illegitimate charges; however, the Plaintiff has continued to charge Defendant finance charges and late fees on the disputed amounts, all of which is contrary to the terms and conditions under which the Defendant accepted the Plaintiff's credit card.

6. It is admitted that the Defendant did not pay the balance due upon receipt of the billing statements; however, it is denied that she is in default of the terms and conditions governing the use of the credit card, and on the contrary, it is averred that the balance due as represented by the billing statements referred to in Paragraph 6 of Plaintiff's Complaint contain charges which, at all times, have been disputed by the Defendant and which the Defendant denies having made. It is further averred that the said billing statements contain late fees and finance charges for the disputed amounts, all of which is contrary to the terms and conditions governing the use of the credit card.

7. It is admitted that demand has been made upon Defendant by Plaintiff to pay the sum of \$1,745.31; however, it is denied that the Defendant failed and refused to pay all or any part thereof, and on the contrary, it is averred that, at all times, the Defendant has offered to pay the sum of \$936.90, representing a charge for "Fun Jet" upon the condition that the Plaintiff remove all unauthorized charges, late fees and finance charges upon said unauthorized charges, but the Plaintiff has failed and refused to accept the Defendant's offer of payment and has failed to respond to more than twenty (20) attempted contacts to resolve this matter made by the Defendant to the Plaintiff from the period of May 17, 2001, to January 22, 2004.

8. It is denied that the Plaintiff is entitled to recover attorney's fees from the Defendant in any amount, as the Plaintiff has improperly charged the account of the Defendant as set forth above. With regard to the Plaintiff's allegation as to the sum of Plaintiff's attorney's fee, the Defendant does not have sufficient information to determine the truth or falsity of said allegation as to attorney's fees after reasonable investigation, and therefore demands strict proof thereof at trial.

WHEREFORE, Defendant respectfully requests this Honorable Court enter judgment in Defendant's favor and dismiss Plaintiff's Complaint.

NEW MATTER

9. Defendant incorporates her answers to Paragraphs 1 through 8 of Plaintiff's Complaint as if the same were fully set forth herein.

10. During the period of time that the Defendant utilized her credit card, No. 4356023004001404, issued by the Plaintiff, the Defendant incurred questionable charges and other disputed charges for which the Defendant immediately contacted the Plaintiff to indicate a protest.

11. During the period of protest, the Plaintiff continued to charge finance charges and late fees to Defendant's account on the disputed charges.

12. Subsequent to the Defendant's protest of the disputed charges, it was determined that said charges were, in fact, improper, and were removed from the Defendant's account; however, the Plaintiff failed to purge the finance charges and late fees which

accumulated on the disputed amounts and continued thereafter to charge the Plaintiff's account with finance charges and interest on the accumulated finance charges and interest which had been incurred by the Defendant as a result of the disputed charges.

13. The Defendant subsequently charged against her account with the Plaintiff the amount of \$936.90, representing a charge for "Fun Jet," which was undisputed by the Defendant.

14. The Plaintiff then demanded payment for all charges charged against the Defendant's account, including the accumulated interest and late fees on the admittedly improper charges placed upon the Defendant's account, which had been removed by the Plaintiff upon the Defendant's protest.

15. After the payment upon the Defendant's account was demanded by the Plaintiff, the Defendant did agree to pay the \$936.90 charge to "Fun Jet," upon the receipt of a corrected statement from the Plaintiff showing the elimination of the improperly charged finance charges and late fees on the disputed charges which had been removed by the Plaintiff.

16. Plaintiff has failed and refused to present to the Defendant a corrected statement showing the removal of the improperly assessed interest and late fees.

17. On or about February 25, 2004, the day prior to the hearing on Plaintiff's Magistrate Complaint against the Defendant, the Defendant was contacted by a Bonnie Black, who identified herself as a representative of Plaintiff's attorneys, Burton, Neil & Associates, P.C., who advised the Defendant that a judgment had already been entered against her, when, in

fact, the hearing on Plaintiff's suit against the Defendant did not take place until on or about the aforesaid date before Magistrate Patrick J. Ford of DuBois, and then, at which time judgment was entered against the Plaintiff and for the Defendant as a result of Plaintiff's failure to appear at said Magistrate's hearing.

COUNTERCLAIM

18. Defendant incorporates her answers to Paragraphs 1 through 8 of Plaintiff's Complaint and Paragraph 9 through 17 of Defendant's New Matter as if the same were fully set forth herein.

19. As a result of the improper charges of interest and late fees against the Defendant's account arising as a result of disputed charges which were subsequently removed from the Defendant's account, the Plaintiff has reported to various credit reporting agencies that the Defendant is in default of her obligation under her credit card agreement with the Plaintiff, thereby causing the Defendant's credit to be damaged.

20. During the month of January, 2003, the Defendant attempted to obtain a credit account with Lowe's located at The Commons, DuBois, Clearfield County, Pennsylvania, and was denied credit and a 10% discount on her purchases due to the improper reporting of a credit default by the Plaintiff, for which the Defendant incurred losses of \$410.00. Further, the Defendant was unable to avail herself of a 0% interest rate for six (6) month offer as a result of Defendant's actions, thereby causing Defendant to pay interest in the amount of \$147.83 on purchases made by the Defendant with Hewlett-Packard.

21. The actions of the Plaintiff in assessing interest and late charges against the Defendant for disputed charges which were subsequently found to be legitimately disputed in unfair and unconscionable and, therefore, is an unfair and/or deceptive debt collection practice prohibited under the Fair Credit Extension Uniformity Act, 73 P.S. § 2270.1, *et. seq.*

22. The actions of the Plaintiff in falsely informing the Defendant that a judgment had been entered against her when the Plaintiff knew, in fact, that the judgment had not been entered constitutes a false representation or a deceptive means to collect or to attempt to collect a debt against the Defendant and, therefore, is in violation of the Fair Credit Extension Uniformity Act, 73 P.S. § 2270.1, *et. seq.*

23. Defendant has employed the services of **BLAKLEY & JONES** as her attorneys for the defense of this action and the bringing of this counterclaim and has agreed to pay as attorney's fees the sum of \$1,000.00.

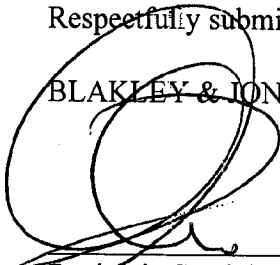
24. The Court may, in its discretion, may award up to three (3) times the actual damages sustained by the Defendant should a violation of Fair Credit Extension Uniformity Act, 73 P.S. § 2270.1, *et. seq.*, be determined.

25. As a result of the actions of the Plaintiff, the Defendant has sustained damages in the amount of \$1,558.59, representing a loss of Lowe's discount (\$410.76), payment of interest charges incurred as a result of false credit reporting (\$147.83) and attorney's fees (\$1,000.00).

WHEREFORE, Defendant respectfully requests this Honorable Court award damages in favor of Defendant and against Plaintiff in the amount of \$4,675.77, representing three (3) times the damages and attorney's fees incurred by the Defendant, as permitted under 75 P.S. § 201-9.2(b), plus interest and costs of suit.

Respectfully submitted,

BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Defendant

VERIFICATION

I verify that the statements made in the foregoing Defendant's Answer to Plaintiff's Complaint, New Matter & Counterclaim 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.

DATE: 4-15-04

A handwritten signature in cursive script, appearing to read "Lisa Ward", is written over a horizontal line.

LISA WARD

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BANK OF AMERICA, N.A. (USA),

Plaintiff,

v.

LISA WARD,

Defendant.

DEFENDANT'S ANSWER TO
PLAINTIFF'S COMPLAINT, NEW
MATTER & COUNTERCLAIM

No. 04-3527 C.P.D. ICC
FILED
m12:56 PM
APR 16 2004
William A. St. John
Promontary Clerk of Courts

LAW OFFICES

BLAKLEY & JONES

90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

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

BANK OF AMERICA, N.A., (USA),	) NO. 04-353-C.D.
)
Plaintiff,	) Type of Case: CIVIL ACTION
)
vs.	) Type of Pleading:
	) CERTIFICATE OF SERVICE
LISA WARD,)
	) Filed on Behalf of: DEFENDANT
Defendant.)
	) Counsel of Record:
	) BENJAMIN S. BLAKLEY, III, ESQ.
	) Supreme Court no. 26331
)
	) BLAKLEY & JONES
	) 90 Beaver Drive, Box 6
	) Du Bois, Pa 15801
	) (814) 371-2730

FILED

APR 16 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

BANK OF AMERICA, N.A., (USA),	)	NO. 04-353-C.D.
)	
Plaintiff,)	
)	
vs.)	
)	
LISA WARD,)	
)	
Defendant.)	

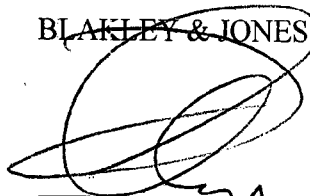
CERTIFICATE OF SERVICE

I, BENJAMIN S. BLAKLEY, III, hereby certify that I have served a true and correct copy of Defendant's Answer to Plaintiff's Complaint, New Matter & Counterclaim upon counsel for the Plaintiff on this 15th day of April, 2004, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

Yale D. Weinstein, Esquire
Burton Neil & Associates, P.C.
1060 Andrew Drive, Suite 170
West Chester PA 19381-0356

Respectfully submitted,

~~BLAKLEY & JONES~~



Benjamin S. Blakley, III

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

BANK OF AMERICA, N.A. (USA),

Plaintiff,

v.

LISA WARD,

Defendant.

CERTIFICATE OF SERVICE

No. 04-353-C.D.

FILED

ICC

APR 16 2004

Angie Blakley

FILED

Prothonotary

LAW OFFICES

BLAKLEY & JONES

90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

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

BANK OF AMERICA, N.A., (USA),

Plaintiff,

vs.

LISA WARD,

Defendant.

) NO. 04-353-C.D.

)

) Type of Case: CIVIL ACTION

)

) Type of Pleading:

) CERTIFICATE OF SERVICE

)

) Filed on Behalf of: DEFENDANT

)

) Counsel of Record:

) BENJAMIN S. BLAKLEY, III, ESQ.

) Supreme Court no. 26331

)

) BLAKLEY & JONES

) 90 Beaver Drive, Box 6

) Du Bois, Pa 15801

) (814) 371-2730

FILED

m/11-29-04

JUL 27 2004

William A. Shaw

Prothonotary/Clerk of Courts

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

BANK OF AMERICA, N.A., (USA),	)	NO. 04-353-C.D.
)	
Plaintiff,)	
)	
vs.)	
)	
LISA WARD,)	
)	
Defendant.)	

CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of Defendant's ten-day Notice upon counsel for the Plaintiff on this 26th day of July, 2004, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

Yale D. Weinstein, Esquire
Burton Neil & Associates, P.C.
1060 Andrew Drive, Suite 170
West Chester PA 19381-0356

Letchen Bloomer

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

BANK OF AMERICA, N.A., (USA),

Plaintiff,

v.

LISA WARD,

Defendant.

CERTIFICATE OF SERVICE

No. 04-353-C.D.

FILED

JUL 27 2004

W. MATTHEW STANLEY
Prothonotary/Clerk of Court

LAW OFFICES

BLAKLEY & JONES

90 BEAVER DRIVE - BOX 6

DUBOIS, PA 15801

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

BANK OF AMERICA, N.A., (USA),	) NO. 04-353-C.D.
)
Plaintiff,	) Type of Case: CIVIL ACTION
)
vs.	) Type of Pleading:
	) NOTICE
LISA WARD,)
	) Filed on Behalf of: DEFENDANT
Defendant.)
	) Counsel of Record:
	) BENJAMIN S. BLAKLEY, III, ESQ.
) Supreme Court no. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) Du Bois, Pa 15801
) (814) 371-2730

FILED No
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JUL 27 2004 EDS

William A. Shaw
Prothonotary/Clerk of Courts

BANK OF AMERICA, N.A., (USA),) NO. 04-353-C.D.
)
 Plaintiff,)
 vs.)
)
 LISA WARD,)
)
 Defendant.)

Benjamin S. Blakley, III, Esquire
Attorney for Plaintiff

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

BANK OF AMERICA, N.A. (USA),

Plaintiff,

v.

LISA WARD,

Defendant.

NOTICE

No. 04-353-C.D.

FILED

JUL 27 2004

William A. Straw
Prothonotary/Clerk of Courts

LAW OFFICES

BLAKLEY & JONES

90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

BURTON NEIL & ASSOCIATES, P.C.

By: Yale D. Weinstein, Esquire

Identification No. 89678

1060 Andrew Drive, Suite 170

West Chester, PA 19380

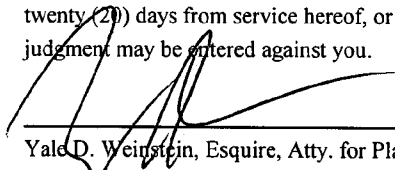
610-696-2120

Attorney for: Plaintiff

BANK OF AMERICA, N.A. (USA)

Plaintiff

NOTICE TO PLEAD: You are notified to plead to the within Plaintiff's New Matter to Counterclaim within twenty (20) days from service hereof, or a default judgment may be entered against you.


Yale D. Weinstein, Esquire, Atty. for Plaintiff

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

LISA WARD

: NO. 04-353-C.D.

Defendant : CIVIL ACTION - LAW

FILED

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AUG 12 2004

EGW
NO
CC

William A. Shaw
Prothonotary/Clerk of Courts

Reply to New Matter and Counterclaim with New Matter

Reply to New Matter

9 (1). No facts are stated in this incorporated by reference paragraph of defendant's answer; no pleading response is required.

9 (2). No facts are stated in this incorporated by reference paragraph of defendant's answer; no pleading response is required.

9 (3). No facts are stated in this incorporated by reference paragraph of defendant's answer; no pleading response is required.

9 (4). Denied as after reasonable investigation, plaintiff is without knowledge or information sufficient to form a belief as to the truth of these allegations and the same are deemed denied.

9 (5). Denied. Defendant's account was credited the appropriate amount of her dispute. The interest and fees on the account are computed on the correct balance. Defendant's failure to pay on the account after the dispute was resolved caused her to accrue additional fees pursuant to the terms and conditions of the account.

9 (6). Denied. Defendant's account was credited the appropriate amount of her dispute. The interest and fees on the account are computed on the correct balance. Defendant's failure to pay on the account after the dispute was resolved caused her to accrue additional fees pursuant to the terms and conditions of the account.

9 (7). Denied. To the contrary, Defendant agreed to pay \$900 with a representative of Plaintiff's counsel on this account and requested this matter be reported to the credit bureaus as paid in full. The Defendant indicated that the remaining balance was fees and interest. The terms and conditions of the account provide for those fees and interest. Defendant failed to make payment on the balance once the disputed amount was removed.

9 (8). Denied as a conclusion of law to which no further response is required. By way of further response, Plaintiff assessed interest and fees on the account pursuant to the terms and conditions.

10. Admitted in part and denied in part. It is admitted that Defendant utilized the card bearing account number 4356023004001404. To the contrary, there were not questionable charges or disputed charges remaining on her account. Plaintiff reviewed the matter and credited the Defendant's account the appropriate amount.

11. Denied. To the contrary, Plaintiff only assessed fees and interest on the undisputed portion of the account.

12. Denied. To the contrary, Plaintiff charged the Defendant the proper charges pursuant to the terms and conditions of the account. The charges were based on the undisputed portion of Defendant's account. Defendant failed to make timely payments on the undisputed portion.

13. Admitted.

14. Denied. To the contrary, Plaintiff charged the Defendant the proper charges pursuant to the terms and conditions of the account. The charges were based on the undisputed portion of Defendant's account. Defendant failed to make timely payments on the undisputed portion.

15. Denied. Defendant spoke with Plaintiff's counsel's office and agreed to pay \$900. Defendant indicated that all the other charges were late and interest charges.

16. Denied. There was no correction to be made on the account pertaining to interest and fees that was not already done, therefore, there was not a corrected statement to send to Defendant.

17. Admitted in part, denied in part. It is admitted that Plaintiff did not appear for the Magistrate's hearing and as a result a judgment was entered for the Defendant. Plaintiff's representative Bonnie Block did speak with the Defendant on February 25, 2004. To the contrary, Bonnie Block did not tell the Defendant a judgment had been entered. Bonnie Block attempted to

resolve the account with the Defendant but the Defendant would not agree and said she will be defending this matter.

Wherefore, plaintiff prays judgment be entered on its behalf and against the defendant as set forth in the complaint.

Reply to Counterclaim

18. Plaintiff incorporates by reference the responses to the averments of paragraphs 1 through 17 of defendant's answer to the complaint and new matter.

19. Denied. Defendant was in default for failing to make payments on the account. By way of further response to Defendant's credit being damaged, and after reasonable investigation, plaintiff is without knowledge or information sufficient to form a belief as to the truth of these allegations and the same are deemed denied.

20. After reasonable investigation, plaintiff is without knowledge or information sufficient to form a belief as to the truth of these allegations and the same are deemed denied.

21. Denied as a conclusion of law to which no further response is required. By way of further response, Plaintiff assessed interest and fees on the account pursuant to the terms and conditions.

22. Denied as a conclusion of law to which no further response is required. By way of further response, Plaintiff's counsel representative did not advise the Defendant that a judgment had been entered. To the contrary, Plaintiff's counsel representative attempted to resolve the account with the Defendant but the Defendant would not agree and said she will be defending this matter.

23. Admitted in part, denied in part. It is admitted that Blakley & Jones was retained by their actions of filing this Answer, New Matter and Counterclaim. As pertaining to the fee arrangement Defendant entered into with her attorney, and after reasonable investigation, plaintiff is without knowledge or information sufficient to form a belief as to the truth of these allegations and the same are deemed denied.

24. No facts are stated in this paragraph of defendant's Counterclaim; no pleading response is required.

25. After reasonable investigation, plaintiff is without knowledge or information sufficient to form a belief as to the truth of these allegations and the same are deemed denied.

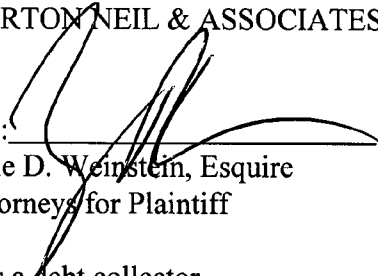
Wherefore, plaintiff demands judgment against defendant on the counterclaim in no amount.

Plaintiff's New Matter to Defendants' Counterclaim

26. Defendant's counterclaim fails to state a claim against Plaintiff upon which relief can be granted.

WHEREFORE Plaintiff moves the Court to enter judgment against Defendant and in favor of Plaintiff in no amount on the Counterclaim against Plaintiff and for judgment in Plaintiff's favor and against Defendant as per their Complaint.

BURTON NEIL & ASSOCIATES, P.C.

BY: 
Yale D. Weinstein, Esquire
Attorneys for Plaintiff

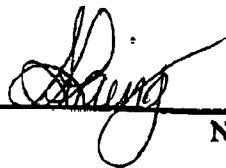
In making this communication, we advise that our firm is a debt collector.

VERIFICATION

Shelly Laing is Sr. Operations Analyst
(Name of authorized representative) (Title or Position)
for Bank of America N.A., the within Plaintiff, and makes this
(Name of Company)

statement on its behalf as to the truthfulness of the facts set forth in the foregoing Plaintiff's Reply to New Matter and Counterclaim with New Matter to Counterclaim subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date:

8-10-04

Name

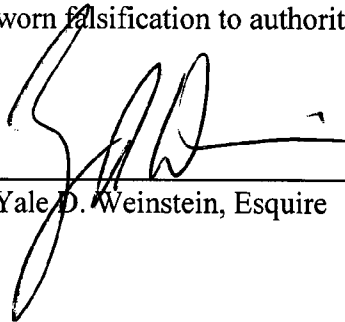
VERIFICATION

Yale D. Weinstein, Esquire, being duly sworn according to law, deposes and says that he is the attorney for plaintiff, Bank of America, N.A. (USA), in the foregoing matter, that he is authorized to take this verification on its behalf; and that the facts set forth in the foregoing complaint are true and correct to the best of his knowledge, information and belief subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: _____

8/11/07

Yale D. Weinstein, Esquire



BURTON NEIL & ASSOCIATES, P.C.

By: Yale D. Weinstein, Esquire

Identification No. 89678

1060 Andrew Drive, Suite 170

West Chester, PA 19380

610-696-2120

ATTORNEY FOR: Plaintiff

BANK OF AMERICA, N.A. (USA)

Plaintiff

VS.

LISA WARD

Defendant

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 04-353-CD

: CIVIL ACTION - LAW

Certificate of Service

I, Yale D. Weinstein, Esquire do hereby certify that a I served a true and correct copy of the within Plaintiff's Reply to New Matter and Counterclaim with New Matter on defendant's counsel, Benjamin S. Blakley III, Esq. at his address of record via first class mail, postage prepaid on the date set forth below.

Date: August 11, 2004

BURTON NEIL & ASSOCIATES, P.C.

BY: 

Yale D. Weinstein, Esquire

Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.

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

BANK OF AMERICA, N.A., (USA),

Plaintiff,

vs.

LISA WARD,

Defendant.

) NO. 04-353-C.D.

)

) Type of Case: CIVIL ACTION

)

) Type of Pleading: DEFENDANT'S REPLY

) TO PLAINTIFF'S NEW MATTER

)

) Filed on Behalf of: DEFENDANT

)

) Counsel of Record:

) BENJAMIN S. BLAKLEY, III, ESQ.

) Supreme Court no. 26331

)

) BLAKLEY & JONES

) 90 Beaver Drive, Box 6

) Du Bois, Pa 15801

) (814) 371-2730

FILED

m/11-4881
AUG 19 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

BANK OF AMERICA, N.A., (USA),	) NO. 04-353-C.D.
)
Plaintiff,)
)
vs.)
)
LISA WARD,)
)
Defendant.)

DEFENDANT'S REPLY TO PLAINTIFF'S NEW MATTER

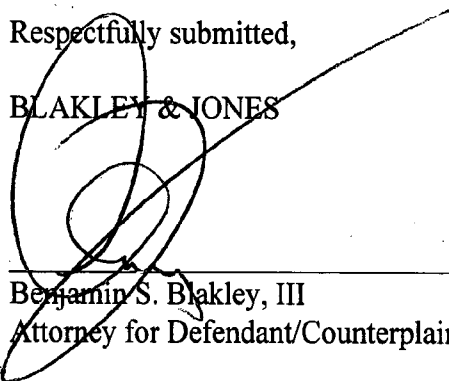
AND NOW, comes Defendant, **LISA WARD**, by and through her attorneys,
BLAKLEY & JONES, and answers the Plaintiff's New Matter in the above-captioned matter as
follows:

26. Denied, as a conclusion of law to which no further response is required.

WHEREFORE, Counterplaintiff respectfully requests this Honorable Court enter
judgment against the Counterdefendant in accordance with the Counterplaintiff's prayer in her
Counterclaim.

Respectfully submitted,

BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Defendant/Counterplaintiff

VERIFICATION

I verify that the statements made in the foregoing Defendant's Answer to Plaintiff's New Matter 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.

DATE: 8-18-04

Lisa Ward
LISA WARD

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

BANK OF AMERICA, N.A., (USA),

Plaintiff,

v.

LISA WARD,

Defendant.

DEFENDANT'S REPLY TO
PLAINTIFF'S NEW MATTER

No. 04-353-C.D.

FILED

AUG 19 2004

William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES

BLAKLEY & JONES

90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

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

BANK OF AMERICA, N.A., (USA),	) NO. 04-353-C.D.
)
Plaintiff,	) Type of Case: CIVIL ACTION
)
vs.	) Type of Pleading:
	) CERTIFICATE OF SERVICE
LISA WARD,)
	) Filed on Behalf of: DEFENDANT
Defendant.)
	) Counsel of Record:
	) BENJAMIN S. BLAKLEY, III, ESQ.
	) Supreme Court no. 26331
)
	) BLAKLEY & JONES
	) 90 Beaver Drive, Box 6
	) Du Bois, Pa 15801
	) (814) 371-2730

FILED *NO*
cc
AUG 19 2004
E/S
William A. Shaw
Prothonotary/Clerk of Courts

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

BANK OF AMERICA, N.A., (USA),	)	NO. 04-353-C.D.
)	
Plaintiff,)	
)	
vs.)	
)	
LISA WARD,)	
)	
Defendant.)	

CERTIFICATE OF SERVICE

I, BENJAMIN S. BLAKLEY, III, hereby certify that I have served a true and correct copy of Defendant's Answer to Plaintiff's New Matter upon counsel for the Plaintiff on this 18th day of August, 2004, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

Yale D. Weinstein, Esquire
Burton Neil & Associates, P.C.
1060 Andrew Drive, Suite 170
West Chester PA 19381-0356

Respectfully submitted,

BLAKLEY & JONES


Benjamin S. Blakley, III

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

BANK OF AMERICA, N.A., (USA),

Plaintiff,

v.

LISA WARD,

Defendant.

CERTIFICATE OF SERVICE

No. 04-353-C.D.

FILED

AUG 19 2004

William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES

BLAKLEY & JONES

90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

BURTON NEIL & ASSOCIATES, P.C.
BY: Yale D. Weinstein, Esquire
Identification No. 89678
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
ATTORNEY FOR: Plaintiff

BANK OF AMERICA, N.A. (USA)

Plaintiff

VS.

LISA WARD

Defendant

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 04-353-CD

: CIVIL ACTION - LAW

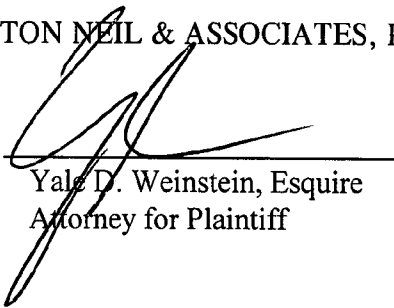
Praeceptum to Substitute Verification

To the Prothonotary:

Kindly substitute the attached verification for the attorney verification filed with the Complaint.

BURTON NEIL & ASSOCIATES, P.C.

BY:


Yale D. Weinstein, Esquire
Attorney for Plaintiff

In making this communication, we advise our firm is a debt collector.

FILED

7/11/04
AUG 19 2004
EAS

William A. Shaw
Prothonotary/Clerk of Courts

VERIFICATION

Shelly Laing is Sr. Operations Analyst
(Name of authorized representative) (Title or Position)
for Bank of America N.A., the within Plaintiff, and makes this
(Name of Company)

statement on its behalf as to the truthfulness of the facts set forth in the foregoing Plaintiff's Reply to New Matter and Counterclaim with New Matter to Counterclaim subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 8-10-04

Shelly Laing
Name

Notice of Proposed Termination of Court Case

November 5, 2007

RE: 2004-00353-CD


Bank of America, NA (USA)

Vs.

Lisa Ward

FILED

NOV 05 2007

 William A. Shaw
Prothonotary/Clerk of Courts


Dear Yale D. Weinstein, Esquire:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 4, 2008**.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,


Daniel J. Nelson
Court Administrator

Notice of Proposed Termination of Court Case

November 5, 2007

RE: 2004-00353-CD

Bank of America, NA (USA)

Vs.

Lisa Ward

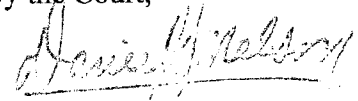
Dear Benjamin S. Blakley, III, Esquire:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 4, 2008**.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

A handwritten signature in dark ink, appearing to read "Daniel J. Nelson", is written over a horizontal line.

Daniel J. Nelson
Court Administrator

Burton Neil & Associates, P.C.
By: Yale D. Weinstein, Esquire ID. NO. 89678
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
Attorney for Plaintiff

BANK OF AMERICA, N.A. (USA)
Plaintiff

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

v.

LISA WARD

Defendant

: NO. 04-353-CD

: CIVIL ACTION - LAW

Statement of Intention to Proceed

To the Court:

Plaintiff, BANK OF AMERICA, N.A. (USA) , intends to proceed with the above captioned matter.

Burton Neil & Associates, P.C.

Date:

By: _____

Yale D. Weinstein, Esquire
Attorney for Plaintiff

In making this communication, we advise our firm is a debt collector.

FILED *no cc*
mlq:10/24
NOV 26 2007 *jm*

William A. Shaw
Prothonotary/Clerk of Courts

5 FILED ICC AHY
m/12:04/2m weinstein
MAR 19 2012

CLEARFIELD County, Pennsylvania
Department of Court Records
Civil Division

William A. Shaw
Prothonotary/Clerk of Courts

COVER SHEET

Plaintiff(s)

BANK OF AMERICA, N.A. (USA)
4161 Piedmont Parkway
Greensboro, NC 27410

Case Number:

04-353-CD

Type of Pleading:

Praecipe to Discontinue

Code and Classification:

Filed on Behalf of:

Plaintiff

BANK OF AMERICA, N.A. (USA)

Vs.

Defendant(s)

LISA WARD
RD 1, Box 112
Du Bois PA 15801

(Name of the filing party)

 X Counsel of Record
 Individual, if pro se

Name, Address and Telephone Number:

Yale D. Weinstein, Esquire
Burton Neil & Associates, P.C.
1060 Andrew Drive, Suite 170
West Chester, PA 19380
Telephone: 610-696-2120
email: litigation@burt-law.com

Attorney's State ID:

89678

Attorney's Firm ID:

(Signature)

Burton Neil & Associates, P.C.
By: Yale D. Weinstein, Esquire ID. NO. 89678
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
Attorney for Plaintiff

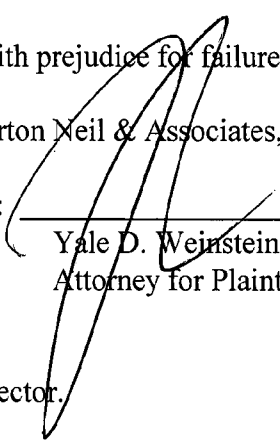
BANK OF AMERICA, N.A. (USA)	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	CLEARFIELD COUNTY, PENNSYLVANIA
v.	:	
	:	NO. 04-353-CD
LISA WARD	:	
Defendant	:	CIVIL ACTION - LAW

Praeceptum to Discontinue

To the Prothonotary:

Kindly discontinue defendant's Counterclaim with prejudice for failure to prosecute.

Burton Neil & Associates, P.C.

By: 
Yale D. Weinstein, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.