

04-1798-CD  
BENEFICIAL CONSUMER DISCOUNT CO. VS. JEFFREY A. SMITHRO, et al.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

JEFFREY A. SMITHTRO  
and  
MICHELLE K. SMITHTRO

Defendants.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

Defendant's Address:  
20 JEFFERSON AVENUE  
FALLS CREEK, PA 15840-9501

3-22-05 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

William A. Shaw  
Deputy Prothonotary

1-13-05 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

William A. Shaw  
Deputy Prothonotary

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

CIVIL DIVISION

No. 2004-1798-CD

TYPE OF PLEADING:

Complaint

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.  
PA ID NO. 42067  
SCOTT E. CRAWFORD, ESQ.  
PA ID NO. 89570

**CHROMULAK & ASSOCIATES, LLC**

375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

(724) 916-2400

**FILED**

NOV 12 2004  
William A. Shaw  
Prothonotary/Clerk of Courts

2 CEN to SHF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
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Plaintiff,

CIVIL DIVISION

Vs.

No.

JEFFREY A. SMITHTRO  
and  
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Defendant(s)

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**YOU HAVE BEEN SUED IN COURT.**

If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982**

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**CIVIL DIVISION**

No.

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and  
MICHELLE K. SMITHTRO,  
Defendants.

**COMPLAINT**

AND NOW COMES, the Plaintiff, BENEFICIAL CONSUMER DISCOUNT COMPANY, by its Attorneys, **Chromulak & Associates, LLC**, with its Civil Action Complaint, the following of which is a statement thereof:

1. BENEFICIAL CONSUMER DISCOUNT COMPANY is a Corporation, duly authorized to conduct business in the Commonwealth of Pennsylvania, with its principal office situated at 2700 Sanders Road, Prospect Heights, IL 60070, hereinafter referred to as "Plaintiff".

2. JEFFREY A. SMITHTRO and MICHELLE K. SMITHTRO are adult individuals residing at 20 JEFFERSON AVENUE, FALLS CREEK, PA 15840-9501.

3. On or about AUGUST 5, 2002, Defendants entered into a written Loan Agreement with the Plaintiff, a copy of which is attached hereto as "Exhibit A" and incorporated herein.

4. Pursuant to the Loan Agreement with the Defendants, Plaintiff advanced funds to the Defendants.

<p><b>THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.</b></p>
--

5. Defendants are in default under the terms and conditions of the aforementioned Loan Agreement for failing to make payments when due, with the last payment having been made on or about MAY 12, 2003.

6. Pursuant to the terms of the Loan Agreement, Plaintiff has the right to require payment of the entire amount owed upon default. The total amount due, including principal and interest, and owing by the Defendants is in the sum of FIVE THOUSAND, NINE HUNDRED NINETY NINE 39/100 (\$5,999.39) DOLLARS as of OCTOBER 1, 2004.

7. Numerous demands have been made upon the Defendants by Plaintiff, but the Defendants have failed or refused to pay.

8. Pursuant to the Loan Agreement, Plaintiff is entitled to recover costs of collection and reasonable attorney's fees.

**WHEREFORE**, Plaintiff claims damages in the sum of FIVE THOUSAND, NINE HUNDRED NINETY NINE 39/100 (\$5,999.39) DOLLARS, with interest thereon at the rate of 17.99% from OCTOBER 1, 2004, plus court costs and attorney's fees.

Respectfully submitted,

**Chromulak & Associates, LLC**

By: Scott E. Crawford  
**CATHY ANN CHROMULAK, ESQ.**  
PA ID NO. 42067  
**SCOTT E. CRAWFORD, ESQ.**  
PA ID NO. 89570  
Attorneys for Plaintiff  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

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# LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)

**LENDER (called "We", "Us", "Our")**

BENEFICIAL CONSUMER DISCOUNT COMPANY  
90 BEAVER DRIVE  
SUITE 114 C  
DUBOIS PA 15801

**BORROWERS (called "You", "Your")**

SMITHTRO, JEFFREY A  
SS# 207645636  
SMITHTRO, MICHELLE K  
SS# 182567907  
20 JEFFERSON AVE  
FALLS CREEK PA 15840

**LOAN NO:**

711723-581769

DATE OF LOAN 08/05/2002	FIRST PAYMENT DUE DATE 09/05/2002	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 08/05/2007	CONTRACT RATE (per year) 25.698 %
TOTAL OF PAYMENTS \$ 8,929.80	AMOUNT FINANCED \$ 5,000.69			
TOTAL FINANCE CHARGE \$ 3,929.11	SCHEDULED INTEREST \$ 3,929.11	SERVICE CHARGE \$ .00	OFFICIAL FEES \$ .00	
LIFE INS PREMIUM \$ NONE	DISABILITY INS PREMIUM \$ NONE	UII PREMIUM \$ NONE		
		PROPERTY INS (PPI) \$ NONE		
		NON FILING INSURANCE PREMIUM \$ NONE		
FIRST INSTALLMENT \$ 148.83	MONTHLY INSTALLMENT \$ 148.83	TERM PERIOD 60		

**REQUIRED INSURANCE.** You must obtain insurance for term of loan covering security for this loan as indicated below, naming us as Loss Payee:

Title insurance on real estate security.  
Fire and extended coverage insurance on real estate security.  
Physical damage insurance on vehicle listed under "Security" above if "Y" appears under "Insured".  
Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".

You may obtain any required insurance from anyone you choose.  
(See "Security" paragraph above for description of security to be insured.)

**NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.**

03-01-00 NRE



\*S27FA794AJ99CEA9000PAB750110\*\*SMITHTRO

PAB75011

**PLAINTIFF'S  
EXHIBIT**

**4**

ORIGINAL

## LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

**PAYMENT.** In return for this loan, you will pay us the Total of Payments (the sum of Finance Charges plus Amount Financed), in monthly payments stated on page one. The Finance Charge is the total of Interest plus Service Charge. You may pay more at any time. You will pay us at our business address as stated on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all, or any, Borrowers, but not in a combined amount greater than the amount owed.

**DATE ON WHICH FINANCE CHARGE BEGINS.** Finance Charges begin on the date of disbursement. If this loan is made by mail, the date on which the Finance Charge begins is postponed by the number of days from the date of this Agreement to the date of disbursement. Payment due dates and effective date of any optional insurance purchased are also postponed.

**PAY-OUTS.** You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

**PREPAYMENT.** If you fully pay before final payment due date, the amount you owe will be reduced by unearned Finance Charge (but not Service Charge) determined by the "Rule of 78ths".

**MATURITY.** After the final payment due date stated on page one you will pay interest at the rate of 18% per year.

**SECURITY.** You agree to give us a security interest in the property identified on page one, which will secure all indebtedness, including future advances under this Agreement.

**LATE CHARGE.** If you don't pay any payment in 10 days after it's due, you will also pay 1 1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

**BAD CHECK CHARGE.** We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

**FAILURE TO PAY.** If you don't pay any payment on time or fail to keep any required insurance in force, (a) all your payments may become due at once and without notifying you before bringing suit, we may sue for the total amount you owe less any unearned Finance Charges you would receive if you fully prepaid, and (b) you will also pay our reasonable attorney fees, if the attorney is not our salaried employee, for legal proceedings to collect this loan or realize on security.

**EXCHANGE OF INFORMATION.** You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

**INSURANCE.** Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

**ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS.** The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

**APPLICABLE LAW.** The Pennsylvania Consumer Discount Company Act (CDCA), Title 7, Purdon's Pennsylvania Statutes, governs this loan.

**NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.**

03-01-00 NRE

PAB75012



\*S27FA794AJ99CEA9000PAB750120\*\*SMITHTRD

ORIGINAL

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

YOU HAVE RECEIVED A COMPLETE  
COPY OF THIS AGREEMENT AND THE  
TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

[Signature] (SEAL)

Michael A. Smith (SEAL)

WITNESS: (SEAL)

John M. Manier

03-01-00 NRE

PAB75013



\*S27FA794AJ99CEA9000PAB750130\*\*SMITH7R0

\*

ORIGINAL



# EZ PAY PLUS ENROLLMENT FORM

Customer Name: SMITHTRO, JEFFREY A

Account Number: 711723-581769

Place the EZ Pay Plus Enrollment Form behind this form.

03-27-00 EZ PAY PLUS

SS0EZP01



\*S27FA794AJ99EZP9000SS0EZP010\*\*SMITHTRO

\*

ORIGINAL

## Authorization to Debit Account

I (we) hereby authorize Fort Knox National Bank ("Fort Knox") to initiate electronic debit entries to (or to otherwise cause funds to be withdrawn from my (our) accounts at depositories. The debits are initially to be made from the depository and the account listed below and may also be made from other depositories and/or accounts of which I give Fort Knox notice by telephone or fax or in writing. The debits are to be made in the amounts and at the frequency and on the dates set forth below or may be made for other amounts, frequencies or dates which I give Fort Knox notice by telephone, fax or in writing. I (we) direct Fort Knox to (i) place the amount debited in a non-interest bearing custodial account, (ii) deduct from the custodial account as my (our) payment to Fort Knox the fee set forth below for the services performed for me (us) pursuant to this authorization, (iii) pay the remaining balance in the custodial account to the Company designated below no less frequently than monthly. I will notify Fort Knox in writing via a letter sent either by certified mail or registered mail, returned receipt requested, in the event I file bankruptcy. I will send this notice to the address as follows: 1503 North Dixie, Elizabethtown, KY 42701. This authorization shall remain in full force and effect until Fort Knox has received notification from me (or either of us) by telephone, fax, or in writing, of its termination in such time and in such manner as to afford Fort Knox and my (our) depositories a reasonable opportunity to act on it.

### CUSTOMER DATA

JEFFREY A SMITHTRD

Name

207645636

SSN

20 JEFFERSON AVE

Address

FALLS CREEK PA 15840

City, St, Zip

Home phone # ( 814 ) 376-1391

Work phone # ( 814 ) 371-3482

### BANK INFORMATION

Bank Name DEPOSIT BANK, A DIVISION

Bank Acct # 0212511721

031

304

160

9 digit bank routing #

Your account is: ☒ Checking

☐ Savings

### CREDITOR INFORMATION

Company to be Paid BENEFICIAL CORPORATION

Company Code # 1355-0000

Loan # 711723-00-681769

**EZ Pay Plus**

P.O. Box 1547

Chesapeake, VA 23320

Fax (800-598-5480)

### DEBIT INFORMATION

Standard Mo. Pmt (+) \$5 = \$ 153.83

(+) Extra Mo. Pmt (discretionary) = \$ 0.00

(=) Total Mo. Pmt = \$ 153.83 <this is your TOTAL AMOUNT

Please withdraw the funds from my bank account in the following manner: (1)

Check (J) one of these four options:

☐ Once a week on \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

☒ Every other week on MONDAY in the amount of \$ 76.91

☐ Twice a month on the \_\_\_\_\_ & on the \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

☐ Once a month on the \_\_\_\_\_ of the month in the amount of \$ \_\_\_\_\_

(1) If your loan contains a standard monthly payment amount which may change, these amounts will be adjusted according to terms of your loan agreement as shown on your billing statement and the option you selected above.

(2) Any subsequent changes to initial dates/amounts must be given within 3 banking days.

Date of First Debit 08/19/2002

The date of last debit will be the date on which the final portion of my (our) obligation with the Company is paid in full.

(Signature)

Date

8/5/02

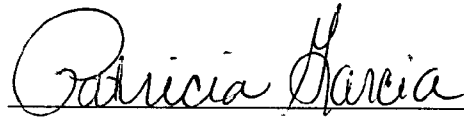
The fee to Ft. Knox for each EZ Pay payment is:  
\$1.25 fee to Ft. Knox for each weekly payment  
\$2.50 fee to Ft. Knox for each every other week payment  
\$2.50 fee to Ft. Knox for each twice a month payment  
\$5.00 fee to Ft. Knox for each monthly payment

VERIFICATION

Patricia Garcia, Recover Specialist for

Beneficial COnsumer Discount Company

Deposes and says subject to the penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities, that the facts set forth in the forgoing Complaint are true and correct to the best of her knowledge, information and belief.

A handwritten signature in cursive script, reading "Patricia Garcia", written over a horizontal line.

Patricia Garcia

November 10th, 2004

Date

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

**BENEFICIAL CONSUMER DISCOUNT COMPANY**

**VS.**

**SMITHTRO, JEFFREY A. & MICHELLE K.**

**Sheriff Docket #**

**16608**

**04-1798-CD**

**COMPLAINT**

**SHERIFF RETURNS**

NOW DECEMBER 22, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT "NOT FOUND" AS TO MICHELLE K. SMITHRO, DEFENDANT. MOVED TO GROVE CITY, PA.

NOW DECEMBER 22, 2004 RETURN THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO JEFFREY A. SMITHRO, DEFENDANT. ATTEMPTED NOT HOME.

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>55.00</b>	<b>SHERIFF HAWKINS PAID BY: ATTY CK# 4422</b>
<b>20.00</b>	<b>SURCHARGE PAID BY: ATTY CK# 4422</b>

**Sworn to Before Me This**

23 Day Of December 2004  
William A. Shaw

**So Answers,**

Chester A. Hawkins  
by Mark A. Harris  
**Chester A. Hawkins**  
**Sheriff**

**FILED** <sup>80</sup>

DEC 23 2004

01/11/00 (u)

**William A. Shaw**  
**Prothonotary**

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PA ID NO. 42067  
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**CHROMULAK & ASSOCIATES, LLC**

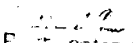
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

(724) 916-2400

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

NOV 12 2004

Attest

  
Clerk of Courts

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Respectfully submitted,

**Chromulak & Associates, LLC**

By: Scott E. Crawford  
**CATHY ANN CHROMULAK, ESQ.**  
PA ID NO. 42067  
**SCOTT E. CRAWFORD, ESQ.**  
PA ID NO. 89570  
Attorneys for Plaintiff  
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03-01-00 NRE



PAB75011

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ORIGINAL

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**FAILURE TO PAY.** If you don't pay any payment on time or fail to keep any required insurance in force, (a) all your payments may become due at once and without notifying you before bringing suit, we may sue for the total amount you owe less any unearned Finance Charges you would receive if you fully prepaid, and (b) you will also pay our reasonable attorney fees, if the attorney is not our salaried employee, for legal proceedings to collect this loan or realize on security.

**EXCHANGE OF INFORMATION.** You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

**INSURANCE.** Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

**ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS.** The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

**APPLICABLE LAW.** The Pennsylvania Consumer Discount Company Act (CDCA), Title 7, Purdon's Pennsylvania Statutes, governs this loan.

**NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.**

03-01-00 NRE

PAB75012



\*S27FA794AJ99CEA9000PAB750120\*\*SM1THTRD

ORIGINAL

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

YOU HAVE RECEIVED A COMPLETE  
COPY OF THIS AGREEMENT AND THE  
TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

[Signature] (SEAL)

Michael K. Amato (SEAL)

WITNESS:

[Signature] (SEAL)

03-01-00 NRE

PAB75013



\*S27FA794AJ99CEA9000PAB750130\*\*SMITHTRD

ORIGINAL

# EZ PAY PLUS ENROLLMENT FORM

Customer Name: SMITHTRO, JEFFREY A

Account Number: 711723-581769

Place the EZ Pay Plus Enrollment Form behind this form.

03-27-00 EZ PAY PLUS

SS0EZP01



\*S27FA794AJ99EZP9000SS0EZP010\*\*SMITHTRO

ORIGINAL

## Authorization to Debit Account

I (we) hereby authorize Fort Knox National Bank ("Fort Knox") to initiate electronic debit entries to (or to otherwise cause funds to be withdrawn from my (our) accounts at depositories. The debits are initially to be made from the depository and the account listed below and may also be made from other depositories and/or accounts of which I give Fort Knox notice by telephone or fax or in writing. The debits are to be made in the amounts and at the frequency and on the dates set forth below or may be made for other amounts, frequencies or dates which I give Fort Knox notice by telephone, fax or in writing. I (we) direct Fort Knox to (i) place the amount debited in a non-interest bearing custodial account, (ii) deduct from the custodial account as my (our) payment to Fort Knox the fee set forth below for the services performed for me (us) pursuant to this authorization, (iii) pay the remaining balance in the custodial account to the Company designated below no less frequently than monthly. I will notify Fort Knox in writing via a letter sent either by certified mail or registered mail, returned receipt requested, in the event I file bankruptcy. I will send this notice to the address as follows: 1503 North Dixie, Elizabethtown, KY 42701. This authorization shall remain in full force and effect until Fort Knox has received notification from me (or either of us) by telephone, fax, or in writing, of its termination in such time and in such manner as to afford Fort Knox and my (our) depositories a reasonable opportunity to act on it.

### CUSTOMER DATA

JEFFREY A SMITHTRO

Name

207645636

SSN

20 JEFFERSON AVE

Address

FALLS CREEK PA 15840

City, St, Zip

Home phone # ( 814 ) 375-1391

Work phone # ( 814 ) 371-3482

### BANK INFORMATION

Bank Name DEPOSIT BANK, A DIVISION

Bank Acct # 0212511721

031

304

160

9 digit bank routing #

Your account is: ☒ Checking

☐ Savings

### CREDITOR INFORMATION

Company to be Paid BENEFICIAL CORPORATION

Company Code # 1355-0000

Loan # 711723-00-581769

**EZ Pay Plus**

P.O. Box 1547

Chesapeake, VA 23320

Fax (800-598-5480)

### DEBIT INFORMATION

Standard Mo. Pmt (+) \$5 = \$ 153.83

(+) Extra Mo. Pmt (discretionary) = \$ 0.00

(=) Total Mo. Pmt = \$ 153.83 <this is your TOTAL AMOUNT

Please withdraw the funds from my bank account in the following manner: (1)

Check (✓) one of these four options:

☐ Once a week on \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

☒ Every other week on MONDAY in the amount of \$ 76.91

☐ Twice a month on the \_\_\_\_\_ & on the \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

☐ Once a month on the \_\_\_\_\_ of the month in the amount of \$ \_\_\_\_\_

(1) If your loan contains a standard monthly payment amount which may change, these amounts will be adjusted according to terms of your loan agreement as shown on your billing statement and the option you selected above.

(2) Any subsequent changes to initial dates/amounts must be given within 3 banking days.

Date of First Debit 08/19/2002

The date of last debit will be the date on which the final portion of my (our) obligation with the Company is paid in full.

(Signature)

Date

The fee to Ft. Knox for each EZ Pay payment is:  
\$1.25 fee to Ft. Knox for each weekly payment  
\$2.50 fee to Ft. Knox for each every other week payment  
\$2.50 fee to Ft. Knox for each twice a month payment  
\$5.00 fee to Ft. Knox for each monthly payment

VERIFICATION

Patricia Garcia, Recover Specialist for

Beneficial COnsumer Discount Company

Deposes and says subject to the penalties of 18 Pa C.S. Section 4904 relating to unsworn  
falsification to authorities, that the facts set forth in the forgoing Complaint are true and  
correct to the best of her knowledge, information and belief.

Patricia Garcia

Patricia Garcia

November 10th, 2004  
Date

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

JEFFREY A. SMITHTRO  
and  
MICHELLE K. SMITHTRO

Defendants.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

Defendant's Address:  
20 JEFFERSON AVENUE  
FALLS CREEK, PA 15840-9501

CIVIL DIVISION

No. 2004-~~82~~ 1798-CN

TYPE OF PLEADING:

Complaint

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.  
PA ID NO. 42067  
SCOTT E. CRAWFORD, ESQ.  
PA ID NO. 89570

**CHROMULAK & ASSOCIATES, LLC**

375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

(724) 916-2400

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

NOV 12 2004

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

Attest

  
Notary Public/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

Plaintiff,

CIVIL DIVISION

Vs.

No.

JEFFREY A. SMITHTRO  
and  
MICHELLE K. SMITHTRO

Defendant(s)

**NOTICE TO DEFEND**  
**YOU HAVE BEEN SUED IN COURT.**

If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982**

**THIS IS AN ATTEMPT TO  
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INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE**



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

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

**CIVIL DIVISION**

No.

Plaintiff,

vs.

JEFFREY A. SMITHTRO  
and  
MICHELLE K. SMITHTRO,  
Defendants.

**COMPLAINT**

AND NOW COMES, the Plaintiff, BENEFICIAL CONSUMER DISCOUNT COMPANY, by its Attorneys, **Chromulak & Associates, LLC**, with its Civil Action Complaint, the following of which is a statement thereof:

1. BENEFICIAL CONSUMER DISCOUNT COMPANY is a Corporation, duly authorized to conduct business in the Commonwealth of Pennsylvania, with its principal office situated at 2700 Sanders Road, Prospect Heights, IL 60070, hereinafter referred to as "Plaintiff".

2. JEFFREY A. SMITHTRO and MICHELLE K. SMITHTRO are adult individuals residing at 20 JEFFERSON AVENUE, FALLS CREEK, PA 15840-9501.

3. On or about AUGUST 5, 2002, Defendants entered into a written Loan Agreement with the Plaintiff, a copy of which is attached hereto as "Exhibit A" and incorporated herein.

4. Pursuant to the Loan Agreement with the Defendants, Plaintiff advanced funds to the Defendants.

**THIS IS AN ATTEMPT TO  
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INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**

5. Defendants are in default under the terms and conditions of the aforementioned Loan Agreement for failing to make payments when due, with the last payment having been made on or about MAY 12, 2003.

6. Pursuant to the terms of the Loan Agreement, Plaintiff has the right to require payment of the entire amount owed upon default. The total amount due, including principal and interest, and owing by the Defendants is in the sum of FIVE THOUSAND, NINE HUNDRED NINETY NINE 39/100 (\$5,999.39) DOLLARS as of OCTOBER 1, 2004.

7. Numerous demands have been made upon the Defendants by Plaintiff, but the Defendants have failed or refused to pay.

8. Pursuant to the Loan Agreement, Plaintiff is entitled to recover costs of collection and reasonable attorney's fees.

**WHEREFORE**, Plaintiff claims damages in the sum of FIVE THOUSAND, NINE HUNDRED NINETY NINE 39/100 (\$5,999.39) DOLLARS, with interest thereon at the rate of 17.99% from OCTOBER 1, 2004, plus court costs and attorney's fees.

Respectfully submitted,

**Chromulak & Associates, LLC**

By: Scott E Crawford  
**CATHY ANN CHROMULAK, ESQ.**  
PA ID NO. 42067  
**SCOTT E. CRAWFORD, ESQ.**  
PA ID NO. 89570  
Attorneys for Plaintiff  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

**THIS IS AN ATTEMPT TO  
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INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**

# LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 3)

LENDER (called "We", "Us", "Our")

BENEFICIAL CONSUMER DISCOUNT COMPANY.  
90 BEAVER DRIVE  
SUITE 114 C  
DUBOIS PA 15801

BORROWERS (called "You", "Your")

SMITHRO, JEFFREY A  
SS# 207645636  
SMITHRO, MICHELLE K  
SS# 182567907  
20 JEFFERSON AVE  
FALLS CREEK PA 15840

LOAN NO:

711723-581769

DATE OF LOAN 08/05/2002	FIRST PAYMENT DUE DATE 09/05/2002	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 08/05/2007	CONTRACT RATE (per year) 25.698 %
TOTAL OF PAYMENTS \$ 8,929.80	AMOUNT FINANCED \$ 5,000.69			
TOTAL FINANCE CHARGE \$ 3,929.11	SCHEDULED INTEREST \$ 3,929.11	SERVICE CHARGE \$ .00	OFFICIAL FEES \$ .00	
LIFE INS PREMIUM \$ NONE	DISABILITY INS PREMIUM \$ NONE	UII PREMIUM \$ NONE		
			PROPERTY INS (PPI) \$ NONE	
			NON FILING INSURANCE PREMIUM \$ NONE	
FIRST INSTALLMENT \$ 148.83	MONTHLY INSTALLMENT \$ 148.83	TERM PERIOD 60		

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated below, naming us as Loss Payee:

Title insurance on real estate security.

Fire and extended coverage insurance on real estate security.

Physical damage insurance on vehicle listed under "Security" above if "Y" appears under "Insured".

Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".

You may obtain any required insurance from anyone you choose.

(See "Security" paragraph above for description of security to be insured.)

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.

03-01-00 NRE



PAB75011

PLAINTIFF'S  
EXHIBIT

ORIGINAL

tabbles

A

## LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

**PAYMENT.** In return for this loan, you will pay us the Total of Payments (the sum of Finance Charges plus Amount Financed), in monthly payments stated on page one. The Finance Charge is the total of Interest plus Service Charge. You may pay more at any time. You will pay us at our business address as stated on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all, or any, Borrowers, but not in a combined amount greater than the amount owed.

**DATE ON WHICH FINANCE CHARGE BEGINS.** Finance Charges begin on the date of disbursement. If this loan is made by mail, the date on which the Finance Charge begins is postponed by the number of days from the date of this Agreement to the date of disbursement. Payment due dates and effective date of any optional insurance purchased are also postponed.

**PAY-OUTS.** You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

**PREPAYMENT.** If you fully pay before final payment due date, the amount you owe will be reduced by unearned Finance Charge (but not Service Charge) determined by the "Rule of 78ths".

**MATURITY.** After the final payment due date stated on page one you will pay interest at the rate of 18% per year.

**SECURITY.** You agree to give us a security interest in the property identified on page one, which will secure all indebtedness, including future advances under this Agreement.

**LATE CHARGE.** If you don't pay any payment in 10 days after it's due, you will also pay 1 1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

**BAD CHECK CHARGE.** We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

**FAILURE TO PAY.** If you don't pay any payment on time or fail to keep any required insurance in force, (a) all your payments may become due at once and without notifying you before bringing suit, we may sue for the total amount you owe less any unearned Finance Charges you would receive if you fully prepaid, and (b) you will also pay our reasonable attorney fees, if the attorney is not our salaried employee, for legal proceedings to collect this loan or realize on security.

**EXCHANGE OF INFORMATION.** You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

**INSURANCE.** Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

**ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS.** The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

**APPLICABLE LAW.** The Pennsylvania Consumer Discount Company Act (CDCA), Title 7, Purdon's Pennsylvania Statutes, governs this loan.

**NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.**

03-01-00 NRE

PAB75012



\*S27FA794AJ99CEA9000PAB750120\*\*SM1THTR0

\*

ORIGINAL

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

YOU HAVE RECEIVED A COMPLETE  
COPY OF THIS AGREEMENT AND THE  
TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

[Signature] (SEAL)

Michael K. Amato (SEAL)

WITNESS: \_\_\_\_\_ (SEAL)

John M. Manister

03-01-00 NRE

PAB75013



\*S27FA794AJ99CEA9000PAB750130\*\*SMITH7RO

ORIGINAL

# EZ PAY PLUS ENROLLMENT FORM

Customer Name: SMITHTRO, JEFFREY A

Account Number: 711723-581769

Place the EZ Pay Plus Enrollment Form behind this form.

03-27-00 EZ PAY PLUS

SS0EZP01



\*S27FA794AJ99EZP9000SS0EZP010\*\*SMITHTRO

\*

ORIGINAL

## Authorization to Debit Account

I (we) hereby authorize Fort Knox National Bank ("Fort Knox") to initiate electronic debit entries to (or to otherwise cause funds to be withdrawn from my (our) accounts at depositories. The debits are initially to be made from the depository and the account listed below and may also be made from other depositories and/or accounts of which I give Fort Knox notice by telephone or fax or in writing. The debits are to be made in the amounts and at the frequency and on the dates set forth below or may be made for other amounts, frequencies or dates which I give Fort Knox notice by telephone, fax or in writing. I (we) direct Fort Knox to (i) place the amount debited in a non-interest bearing custodial account, (ii) deduct from the custodial account as my (our) payment to Fort Knox the fee set forth below for the services performed for me (us) pursuant to this authorization, (iii) pay the remaining balance in the custodial account to the Company designated below no less frequently than monthly. I will notify Fort Knox in writing via a letter sent either by certified mail or registered mail, returned receipt requested, in the event I file bankruptcy. I will send this notice to the address as follows: 1503 North Dixie, Elizabethtown, KY 42701. This authorization shall remain in full force and effect until Fort Knox has received notification from me (or either of us) by telephone, fax, or in writing, of its termination in such time and in such manner as to afford Fort Knox and my (our) depositories a reasonable opportunity to act on it.

### CUSTOMER DATA

JEFFREY A SMITHRO

Name

207645636

SSN

20 JEFFERSON AVE

Address

FALLS CREEK PA 15840

City, St, Zip

Home phone # ( 814 ) 375-1391

Work phone # ( 814 ) 371-3482

### BANK INFORMATION

Bank Name DEPOSIT BANK, A DIVISION

Bank Acct # 0212511721

031

304

160

9 digit bank routing #

Your account is: ☒ Checking

☐ Savings

### CREDITOR INFORMATION

Company to be Paid BENEFICIAL CORPORATION

Company Code # 1355-0000

Loan # 711723-00-581769

**EZ Pay Plus**

P.O. Box 1547

Chesapeake, VA 23320

Fax (800-598-5480)

### DEBIT INFORMATION

Standard Mo. Pmt (+) \$5 = \$ 153.83

(+) Extra Mo. Pmt (discretionary) = \$ 0.00

(=) Total Mo. Pmt = \$ 153.83 <this is your TOTAL AMOUNT

Please withdraw the funds from my bank account in the following manner: (1)

Check (✓) one of these four options:

☐ Once a week on \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

☒ Every other week on MONDAY in the amount of \$ 76.91

☐ Twice a month on the \_\_\_\_\_ & on the \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

☐ Once a month on the \_\_\_\_\_ of the month in the amount of \$ \_\_\_\_\_

(1) If your loan contains a standard monthly payment amount which may change, these amounts will be adjusted according to terms of your loan agreement as shown on your billing statement and the option you selected above.

(2) Any subsequent changes to initial dates/amounts must be given within 3 banking days.

Date of First Debit 08/19/2002

The date of last debit will be the date on which the final portion of my (our) obligation with the Company is paid in full.

(Signature) *Jeffrey A. Smith*

Date 8/5/02

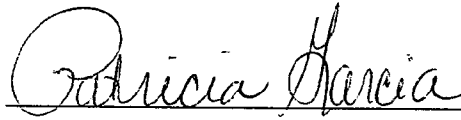
The fee to Ft. Knox for each EZ Pay payment is:  
\$1.25 fee to Ft. Knox for each weekly payment  
\$2.50 fee to Ft. Knox for each every other week payment  
\$2.50 fee to Ft. Knox for each twice a month payment  
\$5.00 fee to Ft. Knox for each monthly payment

VERIFICATION

Patricia Garcia, Recover Specialist for

Beneficial COnsumer Discount Company

Deposes and says subject to the penalties of 18 Pa C.S. Section 4904 relating to unsworn  
falsification to authorities, that the facts set forth in the forgoing Complaint are true and  
correct to the best of her knowledge, information and belief.



Patricia Garcia

November 10th, 2004  
Date



IN THE COURT OF COMMON PLEAS OF CLEARFILED COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

JEFFREY A. SMITHTRO  
and  
MICHELLE K. SMITHTRO,

Defendant.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

Defendant's Address:  
20 JEFFERSON AVENUE  
FALLS CREEK, PA 15840-9501

**CIVIL DIVISION**

No. 2004-1798-CD

**TYPE OF PLEADING:**

Praecipe to Reinstate Complaint

**TYPE OF CASE:**

Civil Action

**FILED ON BEHALF OF:**

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

**COUNSEL OF RECORD:**

CATHY ANN CHROMULAK, ESQ.  
PA ID NO. 42067  
MELISSA A. SHENKEL, ESQ.  
PA ID NO. 91445

**CHROMULAK & ASSOCIATES, L.L.C.**

375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

(724) 916-2400

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

**FILED**

6K M 10:24 BA rel 9.00  
reinstated  
to shf  
JAN 13 2005

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

CIVIL DIVISION

No. 2004-1798-CD

Plaintiff,

vs.

JEFFREY A. SMITHTRO  
and  
MICHELLE K. SMITHTRO,

Defendant.

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please reinstate the complaint in the above-captioned action, at 2004-1798-CD and mark  
the docket accordingly.

BY 

CATHY ANN CHROMULAK, ESQ.  
MELISSA A. SHENKEL, ESQ.  
CHROMULAK & ASSOCIATES, L.L.C.  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317  
(724) 916-2400

**THIS IS AN ATTEMPT TO  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100137  
NO: 04-1798-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY  
vs.  
DEFENDANT: JEFFREY A. SMITHTRO

SHERIFF RETURN

NOW, February 10, 2005 AT 6:30 PM SERVED THE WITHIN COMPLAINT ON JEFFREY A. SMITHTRO DEFENDANT AT 20 JEFFERSON AVE., FALLS CREEK, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JEFFREY SMITHTRO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

01/10/5561  
MAR 07 2005

Chester A. Hawkins  
Probationary Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	CHROMULAK	5266	10.00
SHERIFF HAWKINS	CHROMULAK	5266	26.82

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2005

So Answers,

*Chester A. Hawkins*  
*by Maureen Harris*

Chester A. Hawkins  
Sheriff

1-13-05 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
*Will. L. Hargis*  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

JEFFREY A. SMITHTRO  
and  
MICHELLE K. SMITHTRO

Defendants.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

Defendant's Address:  
20 JEFFERSON AVENUE  
FALLS CREEK, PA 15840-9501

CIVIL DIVISION

No. 04-1798-CD

TYPE OF PLEADING:

Complaint

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.  
PA ID NO. 42067  
SCOTT E. CRAWFORD, ESQ.  
PA ID NO. 89570

**CHROMULAK & ASSOCIATES, LLC**

375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

(724) 916-2400

**THIS IS AN ATTEMPT TO  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

Plaintiff,

CIVIL DIVISION

Vs.

No.

JEFFREY A. SMITHTRO  
and  
MICHELLE K. SMITHTRO

Defendant(s)

**NOTICE TO DEFEND**  
**YOU HAVE BEEN SUED IN COURT.**

If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982**

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

CIVIL DIVISION

No.

Plaintiff,

vs.

JEFFREY A. SMITHTRO  
and  
MICHELLE K. SMITHTRO,  
Defendants.

COMPLAINT

AND NOW COMES, the Plaintiff, BENEFICIAL CONSUMER DISCOUNT COMPANY, by its Attorneys, **Chromulak & Associates, LLC**, with its Civil Action Complaint, the following of which is a statement thereof:

1. BENEFICIAL CONSUMER DISCOUNT COMPANY is a Corporation, duly authorized to conduct business in the Commonwealth of Pennsylvania, with its principal office situated at 2700 Sanders Road, Prospect Heights, IL 60070, hereinafter referred to as "Plaintiff".
2. JEFFREY A. SMITHTRO and MICHELLE K. SMITHTRO are adult individuals residing at 20 JEFFERSON AVENUE, FALLS CREEK, PA 15840-9501.
3. On or about AUGUST 5, 2002, Defendants entered into a written Loan Agreement with the Plaintiff, a copy of which is attached hereto as "Exhibit A" and incorporated herein.
4. Pursuant to the Loan Agreement with the Defendants, Plaintiff advanced funds to the Defendants.

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5. Defendants are in default under the terms and conditions of the aforementioned Loan Agreement for failing to make payments when due, with the last payment having been made on or about MAY 12, 2003.

6. Pursuant to the terms of the Loan Agreement, Plaintiff has the right to require payment of the entire amount owed upon default. The total amount due, including principal and interest, and owing by the Defendants is in the sum of FIVE THOUSAND, NINE HUNDRED NINETY NINE 39/100 (\$5,999.39) DOLLARS as of OCTOBER 1, 2004.

7. Numerous demands have been made upon the Defendants by Plaintiff, but the Defendants have failed or refused to pay.

8. Pursuant to the Loan Agreement, Plaintiff is entitled to recover costs of collection and reasonable attorney's fees.

**WHEREFORE**, Plaintiff claims damages in the sum of FIVE THOUSAND, NINE HUNDRED NINETY NINE 39/100 (\$5,999.39) DOLLARS, with interest thereon at the rate of 17.99% from OCTOBER 1, 2004, plus court costs and attorney's fees.

Respectfully submitted,

**Chromulak & Associates, LLC**

By: Scott E. Crawford  
**CATHY ANN CHROMULAK, ESQ.**  
PA ID NO. 42067  
**SCOTT E. CRAWFORD, ESQ.**  
PA ID NO. 89570  
Attorneys for Plaintiff  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

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BE USED FOR THAT PURPOSE.**

# LOAN RYMENT AND SECURITY AGREEMENT (Page 1 of 3)

LENDER (called "We", "Us", "Our")

BENEFICIAL CONSUMER DISCOUNT COMPANY  
90 BEAVER DRIVE  
SUITE 114 C  
DUBOIS PA 15801

BORROWERS (called "You", "Your")

SMITHTRO, JEFFREY A  
SS# 207645636  
SMITHTRO, MICHELLE K  
SS# 182567907  
20 JEFFERSON AVE  
FALLS CREEK PA 15840

LOAN NO:

711723-581769

DATE OF LOAN 08/05/2002	FIRST PAYMENT DUE DATE 09/05/2002	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 08/05/2007	CONTRACT RATE (per year) 25.698 %
TOTAL OF PAYMENTS \$ 8,929.80	AMOUNT FINANCED \$ 5,000.69			
TOTAL FINANCE CHARGE \$ 3,929.11	SCHEDULED INTEREST \$ 3,929.11	SERVICE CHARGE \$ .00	OFFICIAL FEES \$ .00	
LIFE INS PREMIUM \$ NONE	DISABILITY INS PREMIUM \$ NONE	WUI PREMIUM \$ NONE	PROPERTY INS (PP) \$ NONE	NON FILING INSURANCE PREMIUM \$ NONE
FIRST INSTALLMENT \$ 148.83	MONTHLY INSTALLMENT \$ 148.83	TERM PERIOD 60		

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated below, naming us as Loss Payee:

Title insurance on real estate security.  
Fire and extended coverage insurance on real estate security.  
Physical damage insurance on vehicle listed under "Security" above if "Y" appears under "Insured".  
Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".

You may obtain any required insurance from anyone you choose.  
(See "Security" paragraph above for description of security to be insured.)

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.

03-01-00 NRE



PAB75011

PLAINTIFF'S  
EXHIBIT

ORIGINAL

tabbles

A



## LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

**PAYMENT.** In return for this loan, you will pay us the Total of Payments (the sum of Finance Charges plus Amount Financed), in monthly payments stated on page one. The Finance Charge is the total of Interest plus Service Charge. You may pay more at any time. You will pay us at our business address as stated on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all, or any, Borrowers, but not in a combined amount greater than the amount owed.

**DATE ON WHICH FINANCE CHARGE BEGINS.** Finance Charges begin on the date of disbursement. If this loan is made by mail, the date on which the Finance Charge begins is postponed by the number of days from the date of this Agreement to the date of disbursement. Payment due dates and effective date of any optional insurance purchased are also postponed.

**PAY-OUTS.** You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

**PREPAYMENT.** If you fully pay before final payment due date, the amount you owe will be reduced by unearned Finance Charge (but not Service Charge) determined by the "Rule of 78ths".

**MATURITY.** After the final payment due date stated on page one you will pay interest at the rate of 18% per year.

**SECURITY.** You agree to give us a security interest in the property identified on page one, which will secure all indebtedness, including future advances under this Agreement.

**LATE CHARGE.** If you don't pay any payment in 10 days after it's due, you will also pay 1 1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

**BAD CHECK CHARGE.** We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

**FAILURE TO PAY.** If you don't pay any payment on time or fail to keep any required insurance in force, (a) all your payments may become due at once and without notifying you before bringing suit, we may sue for the total amount you owe less any unearned Finance Charges you would receive if you fully prepaid, and (b) you will also pay our reasonable attorney fees, if the attorney is not our salaried employee, for legal proceedings to collect this loan or realize on security.

**EXCHANGE OF INFORMATION.** You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

**INSURANCE.** Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

**ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS.** The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

**APPLICABLE LAW.** The Pennsylvania Consumer Discount Company Act (CDCA), Title 7, Purdon's Pennsylvania Statutes, governs this loan.

**NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.**

03-01-00 NRE

PAB75012



\*S27FA794AJ99CEA9000PAB750120\*\*SM1THTRD

ORIGINAL

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

YOU HAVE RECEIVED A COMPLETE  
COPY OF THIS AGREEMENT AND THE  
TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

[Signature] (SEAL)

Michael K. Amato (SEAL)

WITNESS:

[Signature] (SEAL)

03-01-00 NRE

PAB75013



\*S27FA794AJ99CEA900DPAB750130\*\*SMI THTRD

ORIGINAL

# EZ PAY PLUS ENROLLMENT FORM

Customer Name: SMITHTRO, JEFFREY A

Account Number: 711723-581769

Place the EZ Pay Plus Enrollment Form behind this form.

03-27-00 EZ PAY PLUS

SS0EZP01



\*S27FA794AJ99EZP9000SS0EZP010\*\*SMITHTRO

ORIGINAL

## Authorization to Debit Account

I (we) hereby authorize Fort Knox National Bank ("Fort Knox") to initiate electronic debit entries to (or to otherwise cause funds to be withdrawn from my (our) accounts at depositories. The debits are initially to be made from the depository and the account listed below and may also be made from other depositories and/or accounts of which I give Fort Knox notice by telephone or fax or in writing. The debits are to be made in the amounts and at the frequency and on the dates set forth below or may be made for other amounts, frequencies or dates which I give Fort Knox notice by telephone, fax or in writing. I (we) direct Fort Knox to (i) place the amount debited in a non-interest bearing custodial account, (ii) deduct from the custodial account as my (our) payment to Fort Knox the fee set forth below for the services performed for me (us) pursuant to this authorization, (iii) pay the remaining balance in the custodial account to the Company designated below no less frequently than monthly. I will notify Fort Knox in writing via a letter sent either by certified mail or registered mail, returned receipt requested, in the event I file bankruptcy. I will send this notice to the address as follows: 1503 North Dixie, Elizabethtown, KY 42701. This authorization shall remain in full force and effect until Fort Knox has received notification from me (or either of us) by telephone, fax, or in writing, of its termination in such time and in such manner as to afford Fort Knox and my (our) depositories a reasonable opportunity to act on it.

### CUSTOMER DATA

JEFFREY A SMITH TRO  
Name

207645636  
SSN

20 JEFFERSON AVE  
Address

FALLS CREEK PA 15840  
City, St, Zip

Home phone # ( 814 ) 375-1391

Work phone # ( 814 ) 371-3482

### BANK INFORMATION

Bank Name DEPOSIT BANK, A DIVISION

Bank Acct # 0212511721

031 - 304 - 160

9 digit bank routing #

Your account is: ☒ Checking  
☐ Savings

### CREDITOR INFORMATION

Company to be Paid BENEFICIAL CORPORATION

Company Code # 1355-0000

Loan # 711723-00-581769

**EZ Pay Plus**

P.O. Box 1547

Chesapeake, VA 23320

Fax (800-598-5480)

### DEBIT INFORMATION

Standard Mo. Pmt (+) \$5 = \$ 153.83

(+) Extra Mo. Pmt (discretionary) = \$ 0.00

(=) Total Mo. Pmt = \$ 153.83 <this is your TOTAL AMOUNT

Please withdraw the funds from my bank account in the following manner: (1)

Check (✓) one of these four options:

☐ Once a week on \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

☒ Every other week on MONDAY in the amount of \$ 76.91

☐ Twice a month on the \_\_\_\_\_ & on the \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

☐ Once a month on the \_\_\_\_\_ of the month in the amount of \$ \_\_\_\_\_

(1) If your loan contains a standard monthly payment amount which may change, these amounts will be adjusted according to terms of your loan agreement as shown on your billing statement and the option you selected above.

(2) Any subsequent changes to initial dates/amounts must be given within 3 banking days.

Date of First Debit 08/19/2002

The date of last debit will be the date on which the final portion of my (our) obligation with the Company is paid in full.

(Signature)

Date

The fee to Ft. Knox for each EZ Pay payment is:  
\$1.25 fee to Ft. Knox for each weekly payment  
\$2.50 fee to Ft. Knox for each every other week payment  
\$2.50 fee to Ft. Knox for each twice a month payment  
\$5.00 fee to Ft. Knox for each monthly payment

VERIFICATION

Patricia Garcia, Recover Specialist for

Beneficial Consumer Discount Company

Deposes and says subject to the penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities, that the facts set forth in the forgoing Complaint are true and correct to the best of her knowledge, information and belief.

Patricia Garcia

Patricia Garcia

November 10th, 2004  
Date

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

JEFFREY A. SMITHTRO  
and  
MICHELLE K. SMITHTRO,

Defendant.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

Defendant's Address:  
210 OLIVE AVENUE  
DUBOIS, PA 15801-1926

**CIVIL DIVISION**

No. 2004-1798-CD

**TYPE OF PLEADING:**

Praecipe to Reinstate Complaint

**TYPE OF CASE:**

Civil Action

**FILED ON BEHALF OF:**

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

**COUNSEL OF RECORD:**

CATHY ANN CHROMULAK, ESQ.  
PA ID NO. 42067  
MELISSA A. SHENKEL, ESQ.  
PA ID NO. 91445

**CHROMULAK & ASSOCIATES, L.L.C.**

375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

(724) 916-2400

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

**FILED** No CC  
m/3:00 @ Atty ad. 7.00  
MAR 22 2005  
William A. Shaw  
Prothonotary/Clerk of Courts  
2 Compl. Reinstated  
to Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

CIVIL DIVISION

No. 2004-1798-CD

Plaintiff,

vs.

JEFFREY A. SMITHTRO  
and  
MICHELLE K. SMITHTRO,

Defendant.

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please reinstate the complaint in the above-captioned action, at 2004-1798-CD and mark  
the docket accordingly.

BY 

\_\_\_\_\_  
CATHY ANN CHROMULAK, ESQ.  
MELISSA A. SHENKEL, ESQ.  
CHROMULAK & ASSOCIATES, L.L.C.  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317  
(724) 916-2400

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

JEFFREY A. SMITHTRO  
and MICHELLE K. SMITHTRO,

Defendants.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

Defendants' Address:  
20 JEFFERSON AVENUE  
FALLS CREEK, PA 15840-9501

Dated: MARCH 22, 2005

CIVIL DIVISION

No. 2004-1798-CD

TYPE OF PLEADING:

**Praecipe for Default Judgment Against  
Jeffrey A. Smithtro, ONLY**

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

COUNSEL OF RECORD:

**CATHY ANN CHROMULAK, ESQUIRE**

PA ID NO. 42067

**MELISSA A. SHENKEL, ESQUIRE**

PA ID NO. 91445

**ALAN G. STAHL, ESQUIRE**

PA ID NO. 85437

**CHROMULAK & ASSOCIATES, L.L.C.**

375 Southpointe Boulevard

4<sup>th</sup> Floor

Canonsburg, Pennsylvania 15317

(724) 916-2400

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**FILED** *Atty pd 20.00*  
*m/3:56/11* *1CCD Notice to*  
**MAR 23 2005** *Def.*  
*Statement to*  
*Atty*  
William A. Shaw  
Prothonotary/Clerk of Courts

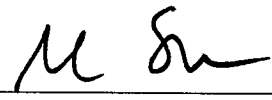


TO: PROTHONOTARY

Please enter judgment by default against the within-named defendant **JEFFREY A. SMITHTRO, ONLY**, for failure to file an Answer as follows:

Amount Claimed in Complaint:	\$5,999.39
Interest from 10/02/04 through 3/22/05:	498.83
Costs of Collection through 3/22/05:	608.82
<b>TOTAL</b>	<b>\$7,107.04</b>

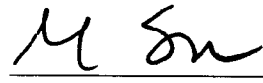
With interest accruing on the total balance of **\$7,107.04** at the rate of 6% per annum, together with additional costs of suit.

BY   
CATHY ANN CHROMULAK, ESQUIRE  
MELISSA A. SHENKEL, ESQUIRE  
ALAN G. STAHL, ESQUIRE  
Attorneys for Plaintiff


**AFFIDAVIT OF NON-MILITARY SERVICE  
AND CERTIFICATION OF MAILING OF NOTICE OF  
INTENT TO TAKE DEFAULT JUDGMENT**

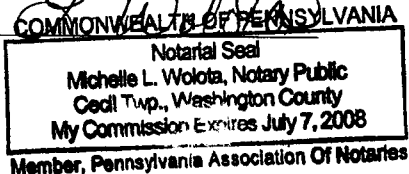
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF WASHINGTON )

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared, MELISSA A. SHENKEL ESQUIRE, attorney for and authorized representative of plaintiff who, being duly sworn according to law, deposes and says that defendant JEFFREY A. SMITHTRO, is not in the military service of the United States of America to the best of her knowledge, information and belief and certifies that the Notice of Intent to take Default Judgment was mailed to defendant on **MARCH 10, 2005** by certificate of mailing in accordance with Pa.R.C.P. 237.1, as evidenced by the attached copy.

  
CATHY ANN CHROMULAK, ESQUIRE  
MELISSA A. SHENKEL, ESQUIRE  
ALAN G. STAHL, ESQUIRE

Sworn to and subscribed before me  
This 18 day of March, 2005.

  
Michelle L. Wolota, Notary Public  
Cecil Twp., Washington County  
My Commission Expires July 7, 2008  
Notary Public



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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

Plaintiff,

CIVIL DIVISION

Vs.

No. 2004-1798-CD

JEFFREY A. SMITHTRO  
and  
MICHELLE K. SMITHTRO

Defendant(s)

TO: JEFFREY A. SMITHTRO  
20 JEFFERSON AVENUE  
FALLS CREEK, PA 15840-9501

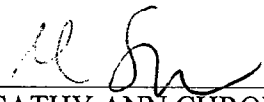
DATE OF NOTICE: MARCH 10, 2005

IMPORTANT NOTICE

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641, EXT. 5982

By:

  
CATHY ANN CHROMULAK, ESQ.  
MELISSA A. SHENKEL, ESQ.  
Attorneys for Plaintiff  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

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# MOLLIKA & MURRAY

**Name and Address of Sender**  
 450 TRIMONT PLAZA  
 1305 GRANDVIEW AVENUE  
 PITTSBURGH, PENNSYLVANIA 15211-1205

Indicate type of mail:  
☐ Registered  
☐ Insured  
☐ COD  
☐ Certified

Check appropriate block for:  
☐ Return Receipt for Merchandise  
☐ Int'l Recorded Del.  
☐ Express Mail

Affix certifi Post

122  
 7031  
 9477  
 01.200 MAR 10 05  
 MAILED FROM ZIP CODE 15317

Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (if Regs.)	Insured Value	Due
1	RENEE DAVIS 541 EAST WALNUT LANE, PHILADELPHIA, PA 19144						
2	JEFFREY A. SMITHTRO 20 JEFFERSON AVENUE, FALLS CREEK, PA 15840-9501						
3	ROSALIE MORALES 1643 WEST CEDAR STREET, ALLENTOWN, PA 18102						
4	JANET RANEY a/k/a JANET C. RANEY 2524 CUMBERLAND ROAD ERIE, PA 16510						
5							
6							
7							
8							
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10							
11							
12							
13							
14							
15							

Total Number of Pieces Registered by Sender

Total Number of Pieces Received at Post Office

Postmaster, Per (Name of Receiving Employee)

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual P800, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

Form Must Be Completed by Typewriter, Ink, or Ball Point Pen

PS Form 3877, February 1994

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

CIVIL DIVISION

No. 2004-1798-CD

Plaintiff,

vs.

JEFFREY A. SMITHTRO  
and MICHELLE K. SMITHTRO,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: JEFFREY A. SMITHTRO  
20 JEFFERSON AVENUE  
FALLS CREEK, PA 15840-9501

(X) Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the above captioned proceeding, **AGAINST JEFFREY A. SMITHTRO, ONLY**, on  
March 23, 2005.

( ) A copy of the Order or Decree is enclosed, or

(X) The judgment is as follows: \$7,107.04 plus interest at the rate of 6% per annum and additional costs of suit.

\_\_\_\_\_  
Deputy

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

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

COPY

Beneficial Consumer Discount Co.  
Plaintiff(s)

No.: 2004-01798-CD

Real Debt: \$7,107.04

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jeffrey A. Smithtro  
Michelle K. Smithtro  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment against Jeffrey  
A. Smithtro ONLY

Date of Entry: March 23, 2005

Expires: March 23, 2010

Certified from the record this 23r day of March, 2005.

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

Plaintiff,

vs.

JEFFREY A. SMITHTRO and  
MICHELLE SMITHTRO,

Defendant,

and

FIRST COMMONWEALTH BANK,

Garnishee.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

Defendant's Address:  
20 JEFFERSON AVE.  
FALLS CREEK, PA 15840

Garnishee's Address:  
14303 CLEARFIELD SHAWVILLE  
HIGHWAY  
CLEARFIELD, PA 16830

Date: April 21, 2005

CIVIL DIVISION

No. 2004-1798-CD

TYPE OF PLEADING:

PRAECIPE FOR A WRIT OF  
EXECUTION AGAINST JEFFREY A.  
SMITHTRO ONLY

FILED ON BEHALF OF:

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.  
PA ID NO. 42067  
MELISSA A. SHENKEL, ESQ.  
PA ID NO. 91445

**CHROMULAK & ASSOCIATES, L.L.C.**

375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317  
(724) 916-2400

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

FILED <sup>64</sup> Any pd. 20.00  
m/3:50 PM 10006 writs  
APR 28 2005 to SHFF

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

CIVIL DIVISION

No. 2004-1798-CD

Plaintiff,

vs.

JEFFREY A. SMITHTRO and MICHELLE SMITHTRO,  
Defendant,

and

FIRST COMMONWEALTH BANK,

Garnishee.

PRAECIPE FOR WRIT OF EXECUTION AGAINST JEFFREY A. SMITHTRO ONLY

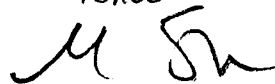
TO: The Prothonotary

Please issue a Writ of Execution in the above matter,

1. directed to the Sheriff of CLEARFIELD County;
2. against JEFFREY A. SMITHTRO, defendant, and
3. against FIRST COMMONWEALTH BANK, garnishee,
4. and index this writ
  - a. against JEFFREY A. SMITHTRO, defendant, and
  - b. against FIRST COMMONWEALTH BANK, garnishee, and any property of the defendant in the name of Garnishee:

Said Writ of Execution is pursuant to all monies due defendant in any accounts, individual and joint, personal and business.

5.	Amount of Judgment	\$7,107.04
	Additional Interest to Date	\$ 34.22
	(Costs to be added)	\$ _____
	Pursuant to Writ of Execution	\$7,141.26
	And Service of Writ	139.00 <b>Prothonotary costs</b>



MELISSA A. SHENKEL, ESQ.

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IN THE COURT OF COMMON PLEAS OF Clearfield COUNTY,  
PENNSYLVANIA

Beneficial Consumer Discount

Company

VS.  
Jeffrey A. Smithtro and

NO. 2004-1798-CD'

Michelle Smithtro

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF Clearfield

TO THE SHERIFF OF Clearfield COUNTY, PA

To satisfy the judgment, interest and costs against defendant(s) Jeffrey A. SMithtro

~~(1) XXXXX You are directed to levy upon the property of the defendant(s) and to sell his, her  
(or their) interest therein.~~

(2) You are also directed to attach the property of the defendant not levied upon in the  
possession of First Commonwaelth Bank,  
as Garnishee(s) per the following property description:  
and to notify the Garnishee(s) that

(a) an attachment has been issued;  
(b) the garnishee(s) is/are enjoined from paying out any debt to or for the  
account of the defendant(s) and from delivering any property of the defendant(s) or otherwise  
disposing thereof.

(3) If property of the defendant not levied upon and subject to attachment is found in  
the possession of anyone other than the named garnishee(s), you are directed to notify them that  
they have been added as a garnishee and are enjoined as above stated.

COSTS:

Prothonotary: \$ 139.00

Sheriff: \$

Amount Due: \$ 7,107.04

Interest From: \$ 34.22

TOTAL: \$ 7,141.26

Plus costs as per endorsement hereon.

Prothonotary SEAL

\_\_\_\_\_  
Agent/Deputy



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100437  
NO: 04-1798-CD  
SERVICE # 1 OF 1  
WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANYYY  
vs.  
DEFENDANT: JEFFREY A. SMITHTRO and MICHELLE SMITHTRO

SHERIFF RETURN

NOW, May 02, 2005 AT 11:30 AM SERVED THE WITHIN WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON FIRST COMMONWEALTH BANK DEFENDANT AT 14303 CLEARFIELD SHAWVILLE HWY., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO EMILY HOFFMAN, FINANCIAL SERVICES REPRESENTATIVE A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

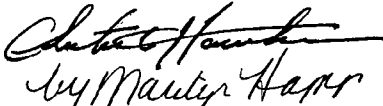
FILED  
012205  
MAY 03 2005  
William A. Snow  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	CHROMULAK	6837	10.00
SHERIFF HAWKINS	CHROMULAK	6837	20.37

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005

So Answers,

  
Chester A. Hawkins  
Sheriff

# In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **100332**

BENEFICIAL CONSUMER DISCOUNT COMPANY

Case # 04-1798-CD

vs.

JEFFREY A. SMITHTRO and MICHELLE K. SMITHTRO

## SHERIFF RETURNS

NOW April 29, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO MICHELLE K. SMITHTRO, DEFENDANT. MOVED, NO FORWARDING ADDRESS.

SERVED BY: /

FILED  
CP 0123461  
MAY 02 2005

William A. Shaw  
Prothonotary/Clerk of Courts

## Return Costs

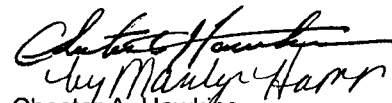
PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	CHROMULAK	6328	10.00
SHERIFF HAWKINS	CHROMULAK	6328	21.39

Sworn to Before me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005

\_\_\_\_\_

So Answers,

  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

JEFFREY A. SMITHTRO  
and  
MICHELLE K. SMITHTRO

Defendants.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

Defendant's Address:  
20 JEFFERSON AVENUE  
FALLS CREEK, PA 15840-9501

CIVIL DIVISION

No. 04-1798-CD

TYPE OF PLEADING:

Complaint

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.  
PA ID NO. 42067  
SCOTT E. CRAWFORD, ESQ.  
PA ID NO. 89570

CHROMULAK & ASSOCIATES, LLC

375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

(724) 916-2400

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BE USED FOR THAT PURPOSE.

3-22-05 Document  
Reinstated/Returned to Sheriff/Agency  
for service. *Will [Signature]*  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

Plaintiff,

CIVIL DIVISION

Vs.

No.

JEFFREY A. SMITHTRO  
and  
MICHELLE K. SMITHTRO

Defendant(s)

**NOTICE TO DEFEND**  
**YOU HAVE BEEN SUED IN COURT.**

If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982**

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

CIVIL DIVISION

No.

Plaintiff,

vs.

JEFFREY A. SMITHTRO

and

MICHELLE K. SMITHTRO,

Defendants.

COMPLAINT

AND NOW COMES, the Plaintiff, BENEFICIAL CONSUMER DISCOUNT COMPANY, by its Attorneys, **Chromulak & Associates, LLC**, with its Civil Action Complaint, the following of which is a statement thereof:

1. BENEFICIAL CONSUMER DISCOUNT COMPANY is a Corporation, duly authorized to conduct business in the Commonwealth of Pennsylvania, with its principal office situated at 2700 Sanders Road, Prospect Heights, IL 60070, hereinafter referred to as "Plaintiff".

2. JEFFREY A. SMITHTRO and MICHELLE K. SMITHTRO are adult individuals residing at 20 JEFFERSON AVENUE, FALLS CREEK, PA 15840-9501.

3. On or about AUGUST 5, 2002, Defendants entered into a written Loan Agreement with the Plaintiff, a copy of which is attached hereto as "Exhibit A" and incorporated herein.

4. Pursuant to the Loan Agreement with the Defendants, Plaintiff advanced funds to the Defendants.

**THIS IS AN ATTEMPT TO  
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BE USED FOR THAT PURPOSE.**

5. Defendants are in default under the terms and conditions of the aforementioned Loan Agreement for failing to make payments when due, with the last payment having been made on or about MAY 12, 2003.

6. Pursuant to the terms of the Loan Agreement, Plaintiff has the right to require payment of the entire amount owed upon default. The total amount due, including principal and interest, and owing by the Defendants is in the sum of FIVE THOUSAND, NINE HUNDRED NINETY NINE 39/100 (\$5,999.39) DOLLARS as of OCTOBER 1, 2004.

7. Numerous demands have been made upon the Defendants by Plaintiff, but the Defendants have failed or refused to pay.

8. Pursuant to the Loan Agreement, Plaintiff is entitled to recover costs of collection and reasonable attorney's fees.

**WHEREFORE**, Plaintiff claims damages in the sum of FIVE THOUSAND, NINE HUNDRED NINETY NINE 39/100 (\$5,999.39) DOLLARS, with interest thereon at the rate of 17.99% from OCTOBER 1, 2004, plus court costs and attorney's fees.

Respectfully submitted,

**Chromulak & Associates, LLC**

By: Scott E. Crawford  
**CATHY ANN CHROMULAK, ESQ.**  
PA ID NO. 42067  
**SCOTT E. CRAWFORD, ESQ.**  
PA ID NO. 89570  
Attorneys for Plaintiff  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

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# LOAN R E M E N T A N D S E C U R I T Y A G R E E M E N T (Page 1 of 3)

LENDER (called "We", "Us", "Our")

BENEFICIAL CONSUMER DISCOUNT COMPANY  
90 BEAVER DRIVE  
SUITE 114 C  
DUBOIS PA 15801

BORROWERS (called "You", "Your")

SMITHTRD, JEFFREY A  
SS# 207645636  
SMITHTRD, MICHELLE K  
SS# 182567907  
20 JEFFERSON AVE  
FALLS CREEK PA 15840

LOAN NO:

711723-581769

DATE OF LOAN 08/05/2002	FIRST PAYMENT DUE DATE 09/05/2002	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 08/05/2007	CONTRACT RATE (per year) 25.698 %
TOTAL OF PAYMENTS \$ 8,929.80	AMOUNT FINANCED \$ 5,000.69			
TOTAL FINANCE CHARGE \$ 3,929.11	SCHEDULED INTEREST \$ 3,929.11	SERVICE CHARGE \$ .00	OFFICIAL FEES \$ .00	
LIFE INS PREMIUM \$ NONE	DISABILITY INS PREMIUM \$ NONE	UII PREMIUM \$ NONE		
			PROPERTY INS (PPD) \$ NONE	
			NON FILING INSURANCE PREMIUM \$ NONE	
FIRST INSTALLMENT \$ 148.83	MONTHLY INSTALLMENT \$ 148.83	TERM PERIOD 60		

**REQUIRED INSURANCE.** You must obtain insurance for term of loan covering security for this loan as indicated below, naming us as Loss Payee:

Title insurance on real estate security.  
Fire and extended coverage insurance on real estate security.  
Physical damage insurance on vehicle listed under "Security" above if "Y" appears under "Insured".  
Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".

You may obtain any required insurance from anyone you choose.  
(See "Security" paragraph above for description of security to be insured.)

**NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.**

03-01-00 NRE



\*S27FA794AJ39CEA9000PAB750110\*\*SMITHTRD

PAB75011

PLAINTIFF'S  
EXHIBIT

A

ORIGINAL

## LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

**PAYMENT.** In return for this loan, you will pay us the Total of Payments (the sum of Finance Charges plus Amount Financed), in monthly payments stated on page one. The Finance Charge is the total of Interest plus Service Charge. You may pay more at any time. You will pay us at our business address as stated on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all, or any, Borrowers, but not in a combined amount greater than the amount owed.

**DATE ON WHICH FINANCE CHARGE BEGINS.** Finance Charges begin on the date of disbursement. If this loan is made by mail, the date on which the Finance Charge begins is postponed by the number of days from the date of this Agreement to the date of disbursement. Payment due dates and effective date of any optional insurance purchased are also postponed.

**PAY-OUTS.** You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

**PREPAYMENT.** If you fully pay before final payment due date, the amount you owe will be reduced by unearned Finance Charge (but not Service Charge) determined by the "Rule of 78ths".

**MATURITY.** After the final payment due date stated on page one you will pay interest at the rate of 18% per year.

**SECURITY.** You agree to give us a security interest in the property identified on page one, which will secure all indebtedness, including future advances under this Agreement.

**LATE CHARGE.** If you don't pay any payment in 10 days after it's due, you will also pay 1 1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

**BAD CHECK CHARGE.** We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

**FAILURE TO PAY.** If you don't pay any payment on time or fail to keep any required insurance in force, (a) all your payments may become due at once and without notifying you before bringing suit, we may sue for the total amount you owe less any unearned Finance Charges you would receive if you fully prepaid, and (b) you will also pay our reasonable attorney fees, if the attorney is not our salaried employee, for legal proceedings to collect this loan or realize on security.

**EXCHANGE OF INFORMATION.** You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

**INSURANCE.** Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

**ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS.** The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

**APPLICABLE LAW.** The Pennsylvania Consumer Discount Company Act (CDCA), Title 7, Purdon's Pennsylvania Statutes, governs this loan.

**NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.**

03-01-00 NRE

PAB75012



\*S27FA794AJ99CEA9000PAB750120\*\*SM1THTR0

ORIGINAL



LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

YOU HAVE RECEIVED A COMPLETE  
COPY OF THIS AGREEMENT AND THE  
TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

[Signature] (SEAL)

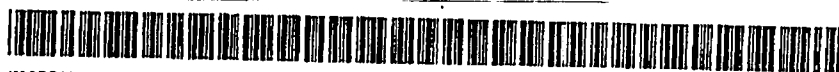
Mildred K. Amadio (SEAL)

WITNESS:

[Signature] (SEAL)

03-01-00 NRE

PAB75013



\*S27FA794AJ99CEA900PAB750130\*\*SMITHTRD

ORIGINAL

# EZ PAY PLUS ENROLLMENT FORM

Customer Name: SMITHTRO, JEFFREY A

Account Number: 711723-581769

Place the EZ Pay Plus Enrollment Form behind this form.

03-27-00 EZ PAY PLUS

SS0EZP01



\*S27FA794AJ99EZP9000SS0EZP010\*\*SMITHTRO

ORIGINAL

## Authorization to Debit Account

I (we) hereby authorize Fort Knox National Bank ("Fort Knox") to initiate electronic debit entries to (or to otherwise cause funds to be withdrawn from my (our) accounts at depositories. The debits are initially to be made from the depository and the account listed below and may also be made from other depositories and/or accounts of which I give Fort Knox notice by telephone or fax or in writing. The debits are to be made in the amounts and at the frequency and on the dates set forth below or may be made for other amounts, frequencies or dates which I give Fort Knox notice by telephone, fax or in writing. I (we) direct Fort Knox to (i) place the amount debited in a non-interest bearing custodial account, (ii) deduct from the custodial account as my (our) payment to Fort Knox the fee set forth below for the services performed for me (us) pursuant to this authorization, (iii) pay the remaining balance in the custodial account to the Company designated below no less frequently than monthly. I will notify Fort Knox in writing via a letter sent either by certified mail or registered mail, returned receipt requested, in the event I file bankruptcy. I will send this notice to the address as follows: 1503 North Dixie, Elizabethtown, KY 42701. This authorization shall remain in full force and effect until Fort Knox has received notification from me (or either of us) by telephone, fax, or in writing, of its termination in such time and in such manner as to afford Fort Knox and my (our) depositories a reasonable opportunity to act on it.

### CUSTOMER DATA

JEFFREY A SMITHRO

Name

207645636

SSN

20 JEFFERSON AVE

Address

FALLS CREEK PA 15840

City, St, Zip

Home phone # ( 814 ) 375-1391

Work phone # ( 814 ) 371-3482

### BANK INFORMATION

Bank Name DEPOSIT BANK, A DIVISION

Bank Acct # 0212511721

031 - 304 - 160

9 digit bank routing #

Your account is: ☒ Checking

☐ Savings

### CREDITOR INFORMATION

Company to be Paid BENEFICIAL CORPORATION

Company Code # 1355-0000

Loan # 711723-00-581769

**EZ Pay Plus**

P.O. Box 1547

Chesapeake, VA 23320

Fax (800-598-5480)

### DEBIT INFORMATION

Standard Mo. Pmt (+) \$5 = \$ 153.83

(+) Extra Mo. Pmt (discretionary) = \$ 0.00

(=) Total Mo. Pmt = \$ 153.83 <this is your TOTAL AMOUNT

Please withdraw the funds from my bank account in the following manner: (1)

Check (✓) one of these four options:

☐ Once a week on \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

☒ Every other week on MONDAY in the amount of \$ 76.91

☐ Twice a month on the \_\_\_\_\_ & on the \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

☐ Once a month on the \_\_\_\_\_ of the month in the amount of \$ \_\_\_\_\_

(1) If your loan contains a standard monthly payment amount which may change, these amounts will be adjusted according to terms of your loan agreement as shown on your billing statement and the option you selected above.

(2) Any subsequent changes to initial dates/amounts must be given within 3 banking days.

Date of First Debit 08/19/2002

The date of last debit will be the date on which the final portion of my (our) obligation with the Company is paid in full.

(Signature)

Date

The fee to Ft. Knox for each EZ Pay payment is:  
\$1.25 fee to Ft. Knox for each weekly payment  
\$2.50 fee to Ft. Knox for each every other week payment  
\$2.50 fee to Ft. Knox for each twice a month payment  
\$5.00 fee to Ft. Knox for each monthly payment

VERIFICATION

Patricia Garcia, Recover Specialist for

Beneficial Consumer Discount Company

Deposes and says subject to the penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities, that the facts set forth in the forgoing Complaint are true and correct to the best of her knowledge, information and belief.

Patricia Garcia

Patricia Garcia

November 10th, 2004

Date

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

JEFFREY A. SMITHTRO  
and  
MICHELLE K. SMITHTRO

Defendants.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

Defendant's Address:  
20 JEFFERSON AVENUE  
FALLS CREEK, PA 15840-9501

CIVIL DIVISION

No. 04-1798-CD

TYPE OF PLEADING:

Complaint

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

COUNSEL OF RECORD:

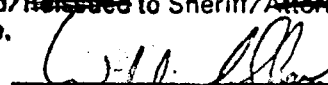
CATHY ANN CHROMULAK, ESQ.  
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SCOTT E. CRAWFORD, ESQ.  
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CHROMULAK & ASSOCIATES, LLC

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3-22-05 Document  
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for service.  
  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

Plaintiff,

CIVIL DIVISION

Vs.

No.

JEFFREY A. SMITHTRO  
and  
MICHELLE K. SMITHTRO

Defendant(s)

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**DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982**

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

CIVIL DIVISION

No.

Plaintiff,

vs.

JEFFREY A. SMITHTRO  
and  
MICHELLE K. SMITHTRO,  
Defendants.

COMPLAINT

AND NOW COMES, the Plaintiff, BENEFICIAL CONSUMER DISCOUNT COMPANY, by its Attorneys, Chromulak & Associates, LLC, with its Civil Action Complaint, the following of which is a statement thereof:

1. BENEFICIAL CONSUMER DISCOUNT COMPANY is a Corporation, duly authorized to conduct business in the Commonwealth of Pennsylvania, with its principal office situated at 2700 Sanders Road, Prospect Heights, IL 60070, hereinafter referred to as "Plaintiff".

2. JEFFREY A. SMITHTRO and MICHELLE K. SMITHTRO are adult individuals residing at 20 JEFFERSON AVENUE, FALLS CREEK, PA 15840-9501.

3. On or about AUGUST 5, 2002, Defendants entered into a written Loan Agreement with the Plaintiff, a copy of which is attached hereto as "Exhibit A" and incorporated herein.

4. Pursuant to the Loan Agreement with the Defendants, Plaintiff advanced funds to the Defendants.

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BE USED FOR THAT PURPOSE.

5. Defendants are in default under the terms and conditions of the aforementioned Loan Agreement for failing to make payments when due, with the last payment having been made on or about MAY 12, 2003.

6. Pursuant to the terms of the Loan Agreement, Plaintiff has the right to require payment of the entire amount owed upon default. The total amount due, including principal and interest, and owing by the Defendants is in the sum of FIVE THOUSAND, NINE HUNDRED NINTY NINE 39/100 (\$5,999.39) DOLLARS as of OCTOBER 1, 2004.

7. Numerous demands have been made upon the Defendants by Plaintiff, but the Defendants have failed or refused to pay.

8. Pursuant to the Loan Agreement, Plaintiff is entitled to recover costs of collection and reasonable attorney's fees.

**WHEREFORE**, Plaintiff claims damages in the sum of FIVE THOUSAND, NINE HUNDRED NINTY NINE 39/100 (\$5,999.39) DOLLARS, with interest thereon at the rate of 17.99% from OCTOBER 1, 2004, plus court costs and attorney's fees.

Respectfully submitted,

**Chromulak & Associates, LLC**

By: Scott E. Crawford  
**CATHY ANN CHROMULAK, ESQ.**  
PA ID NO. 42067  
**SCOTT E. CRAWFORD, ESQ.**  
PA ID NO. 89570  
Attorneys for Plaintiff  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

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



# LOAN RENTALMENT AND SECURITY AGREEMENT (Page 1 of 3)

LENDER (called "We", "Us", "Our")

BENEFICIAL CONSUMER DISCOUNT COMPANY  
90 BEAVER DRIVE  
SUITE 114 C  
DUBOIS PA 15801

BORROWERS (called "You", "Your")

SMITHTRD, JEFFREY A  
SS# 207645536  
SMITHTRD, MICHELLE K  
SS# 182567907  
20 JEFFERSON AVE  
FALLS CREEK PA 15840

LOAN NO: 711723-581769

DATE OF LOAN 08/05/2002	FIRST PAYMENT DUE DATE 09/05/2002	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 08/05/2007	CONTRACT RATE (per year) 25.698 %
TOTAL OF PAYMENTS \$ 8,929.80	AMOUNT FINANCED \$ 5,000.69			
TOTAL FINANCE CHARGE \$ 3,929.11	SCHEDULED INTEREST \$ 3,929.11	SERVICE CHARGE \$ .00	OFFICIAL FEES \$ .00	
LIFE INS PREMIUM \$ NONE	DISABILITY INS PREMIUM \$ NONE	TU PREMIUM \$ NONE		
			PROPERTY INS PPD \$ NONE	
			NON FILING INSURANCE PREMIUM \$ NONE	
FIRST INSTALLMENT \$ 148.83	MONTHLY INSTALLMENT \$ 148.83	TERM PERIOD 60		

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated below, naming us as Loss Payee:

- Title insurance on real estate security.
- Fire and extended coverage insurance on real estate security.
- Physical damage insurance on vehicle listed under "Security" above if "Y" appears under "Insured".
- Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".

You may obtain any required insurance from anyone you choose.  
(See "Security" paragraph above for description of security to be insured.)

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.

03-01-00 NRE

\*S27FA794AJ99CEA9D00PAB750110\*\*SMITHTRD

PLAINTIFF'S  
EXHIBIT

4

ORIGINAL

PAB75011

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 3)

**PAYMENT.** In return for this loan, you will pay us the Total of Payments (the sum of Finance Charges plus Amount Financed), in monthly payments stated on page one. The Finance Charge is the total of Interest plus Service Charge. You may pay more at any time. You will pay us at our business address as stated on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all, or any, Borrowers, but not in a combined amount greater than the amount owed.

**DATE ON WHICH FINANCE CHARGE BEGINS.** Finance Charges begin on the date of disbursement. If this loan is made by mail, the date on which the Finance Charge begins is postponed by the number of days from the date of this Agreement to the date of disbursement. Payment due dates and effective date of any optional insurance purchased are also postponed.

**PAY-OUTS.** You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

**PREPAYMENT.** If you fully pay before final payment due date, the amount you owe will be reduced by unearned Finance Charge (but not Service Charge) determined by the "Rule of 78ths".

**MATURITY.** After the final payment due date stated on page one you will pay interest at the rate of 18% per year.

**SECURITY.** You agree to give us a security interest in the property identified on page one, which will secure all indebtedness, including future advances under this Agreement.

**LATE CHARGE.** If you don't pay any payment in 10 days after it's due, you will also pay 1 1/2% per month on the amount overdue (subject to a \$1.00 minimum charge).

**BAD CHECK CHARGE.** We will charge you a fee of \$20 if any payment check is returned because of insufficient funds or is otherwise dishonored. You agree that we may deduct this charge from a monthly payment.

**FAILURE TO PAY.** If you don't pay any payment on time or fail to keep any required insurance in force, (a) all your payments may become due at once and without notifying you before bringing suit, we may sue for the total amount you owe less any unearned Finance Charges you would receive if you fully prepaid, and (b) you will also pay our reasonable attorney fees, if the attorney is not our salaried employee, for legal proceedings to collect this loan or realize on security.

**EXCHANGE OF INFORMATION.** You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

**INSURANCE.** Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

**ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS.** The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

**APPLICABLE LAW.** The Pennsylvania Consumer Discount Company Act (CDCA), Title 7, Purdon's Pennsylvania Statutes, governs this loan.

NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.

03-01-00 NRE

PAB75012



\*S27FA794AJ99CEA900DPAB750120\*\*SM1THTRD

ORIGINAL

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

YOU HAVE RECEIVED A COMPLETE  
COPY OF THIS AGREEMENT AND THE  
TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

[Signature] (SEAL)

Michael A. Amato (SEAL)

WITNESS: (SEAL)

John M. Mancini

03-01-00 NRE

PAB75013



\*S27FA794AJ99CEA90DDPAB75013D\*\*SMITHTRD

ORIGINAL

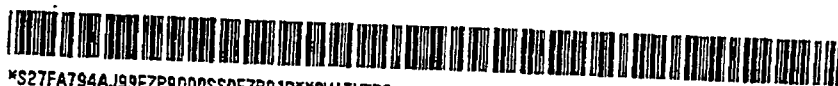
# EZ PAY PLUS ENROLLMENT FORM

Customer Name: SMITHTRO, JEFFREY A

Account Number: 711723-581769

Place the EZ Pay Plus Enrollment Form behind this form.

03-27-00 EZ PAY PLUS



\*S27FA794AJ99EZP900SS0EZP01D\*\*SMITHTRO

\*

ORIGINAL

SS0EZP01

## Authorization to Debit Account

I (we) hereby authorize Fort Knox National Bank ("Fort Knox") to initiate electronic debit entries to (or to otherwise cause funds to be withdrawn from my (our) accounts at depositories. The debits are initially to be made from the depository and the account listed below and may also be made from other depositories and/or accounts of which I give Fort Knox notice by telephone or fax or in writing. The debits are to be made in the amounts and at the frequency and on the dates set forth below or may be made for other amounts, frequencies or dates which I give Fort Knox notice by telephone, fax or in writing. I (we) direct Fort Knox to (i) place the amount debited in a non-interest bearing custodial account, (ii) deduct from the custodial account as my (our) payment to Fort Knox the fee set forth below for the services performed for me (us) pursuant to this authorization, (iii) pay the remaining balance in the custodial account to the Company designated below no less frequently than monthly. I will notify Fort Knox in writing via a letter sent either by certified mail or registered mail, returned receipt requested, in the event I file bankruptcy. I will send this notice to the address as follows: 1503 North Dixie, Elizabethtown, KY 42701. This authorization shall remain in full force and effect until Fort Knox has received notification from me (or either of us) by telephone, fax, or in writing, of its termination in such time and in such manner as to afford Fort Knox and my (our) depositories a reasonable opportunity to act on it.

### CUSTOMER DATA

JEFFREY A SMITHTRD

Name

207645636

SSN

20 JEFFERSON AVE

Address

FALLS CREEK PA 15840

City, St, Zip

Home phone # ( 814 ) 375-1391

Work phone # ( 814 ) 371-3482

### BANK INFORMATION

Bank Name DEPOSIT BANK, A DIVISION

Bank Acct # 0212511721

031

304

160

9 digit bank routing #

Your account is: ☒ Checking

☐ Savings

### CREDITOR INFORMATION

Company to be Paid BENEFICIAL CORPORATION

Company Code # 1355-0000

Loan # 711723-00-581769

**EZ Pay Plus**

P.O. Box 1547

Chesapeake, VA 23320

Fax (800-598-5480)

### DEBIT INFORMATION

Standard Mo. Pmt (+) \$5 = \$ 153.83

(+) Extra Mo. Pmt (discretionary) = \$ 0.00

(=) Total Mo. Pmt = \$ 153.83 <this is your TOTAL AMOUNT

Please withdraw the funds from my bank account in the following manner: (1)

Check (✓) one of these four options:

☐ Once a week on \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

☒ Every other week on MONDAY in the amount of \$ 75.91

☐ Twice a month on the \_\_\_\_\_ & on the \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

☐ Once a month on the \_\_\_\_\_ of the month in the amount of \$ \_\_\_\_\_

(1) If your loan contains a standard monthly payment amount which may change, these amounts will be adjusted according to terms of your loan agreement as shown on your billing statement and the option you selected above.

(2) Any subsequent changes to initial dates/amounts must be given within 3 banking days.

Date of First Debit 08/19/2002

The date of last debit will be the date on which the final portion of my (our) obligation with the Company is paid in full.

(Signature)

Date

The fee to Ft. Knox for each EZ Pay payment is:  
\$1.25 fee to Ft. Knox for each weekly payment  
\$2.50 fee to Ft. Knox for each every other week payment  
\$2.50 fee to Ft. Knox for each twice a month payment  
\$5.00 fee to Ft. Knox for each monthly payment

VERIFICATION

Patricia Garcia, Recover Specialist for

Beneficial COnsumer Discount Company

Deposes and says subject to the penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities, that the facts set forth in the forgoing Complaint are true and correct to the best of her knowledge, information and belief.

Patricia Garcia

Patricia Garcia

November 10th, 2004  
Date

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

Plaintiff,

CIVIL DIVISION

No. 2004-1798-CD

vs.

JEFFREY A. SMITHTRO and MICHELLE  
SMITHTRO,  
20 JEFFERSON AVE.  
FALLS CREEK, PA 15840

Defendant,

and

FIRST COMMONWEALTH BANK  
Garnishee.

TO: FIRST COMMONWEALTH BANK  
14303 CLEARFIELD SHAWVILLE HIGHWAY  
CLEARFIELD, PA 16830

FILED <sup>OK</sup>  
m/2:17/64  
MAY 09 2005  
cc

William A. Shaw  
Prothonotary/Clerk of Courts

You are required to file Answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

INTERROGATORIES TO GARNISHEE

FIRST: At the time you were served or at any subsequent time did you owe the Defendant Jeffrey A. Smithtro, any money or were you liable to him/her on any negotiable or other written instrument, or did he/she claim that you owed him/her any money or that you were liable to him/her for any reason:

RESPONSE: No

)  
)

SECOND: If your response to the previous interrogatory was anything other than an unqualified negative, set forth the amount of the claim, and identify the written instrument, if any, that forms the basis of the claim.

RESPONSE: N/A

THIS IS AN ATTEMPT TO  
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THIRD: At the time you were served or at any subsequent time, was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more persons any property of any nature owned solely or in part by the Defendant, Jeffrey A. Smithtro? The scope of this interrogatory encompasses, but is not restricted to, the contents of any bank account(s).

RESPONSE: No

FOURTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount.

RESPONSE: N/A

FIFTH: At the time you were served or at any subsequent time, did you hold legal title to any property of any nature owned solely or in part by the Defendant, Jeffrey A. Smithtro (or in which Defendant) held or claimed any interest.

RESPONSE: No

SIXTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount.

RESPONSE: N/A

SEVENTH: At the time you were served or at any subsequent time, did you hold as a fiduciary any property in which the Defendant, Jeffrey A. Smithtro, had any interest?

RESPONSE: No

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BE USED FOR THAT PURPOSE.**



EIGHTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount.

RESPONSE: N/A

NINTH: At any time before or after you were served, did the Defendant. Jeffrey A. Smithtro, transfer or deliver any property to you or to any person or place pursuant to your direction or consent and, if so, what was the consideration therefore?

RESPONSE: No

TENTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount, and state the date of the transfer and the name and address of the transferee(s).

RESPONSE: N/A

ELEVENTH: At any time after you were served, did you pay, transfer or deliver any money or property of the Defendant, Jeffrey A. Smithtro, or to any person or place pursuant to their direction or otherwise discharge any claim of the Defendant, Jeffrey A. Smithtro, against you?

RESPONSE: No

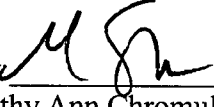
**THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**

TWELFTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, in the case of monetary assets, state the amount, and state the date of transfer and the name and address of the transferee(s).

RESPONSE: N/A

Respectfully submitted,  
CHROMULAK & ASSOCIATES, L.L.C.

DATE: 4/21/05


By   
Cathy Ann Chromulak, Esq.  
Melissa A. Shenkel, Esq.  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317  
(724) 916-2400

**THIS IS AN ATTEMPT TO  
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## VERIFICATION

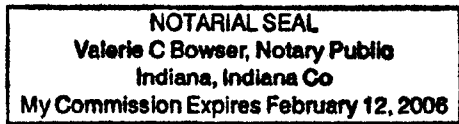
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF *Indiana* )  
 )

On this 5 day of May 2005 before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared JOHN E. WALKER, who being duly sworn according to law, acknowledged that he is Vice President of First Commonwealth Bank, and that the facts set forth in the foregoing Interrogatories are true and correct to the best of his knowledge and belief.

  
John E. Walker, Vice President  
First Commonwealth Bank

Sworn and subscribed to before me  
this 5 day of May 2005

Valerie C Bowser  
Notary Public



FILED  
MAY 09 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

JEFFREY A. SMITHTRO  
and  
MICHELLE SMITHTRO,

Defendant,

and

FIRST COMMONWEALTH BANK,  
Garnishee.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

**CIVIL DIVISION**

No. 2004-1798-CD

**TYPE OF PLEADING:**

Praecipe to Discontinue  
Against Garnishee ONLY

**TYPE OF CASE:**

Civil Action

**FILED ON BEHALF OF:**

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

**COUNSEL OF RECORD:**

CATHY ANN CHROMULAK, ESQ.  
PA ID NO. 42067  
MELISSA A. SHENKEL, ESQ.  
PA ID NO. 91445

**CHROMULAK & ASSOCIATES, L.L.C.**

375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317  
(724) 916-2400

FILED <sup>cc</sup> NO  
m/2:04/07  
MAY 13 2005

William A. Slaw  
Prothonotary/Clerk of Courts

**THIS IS AN ATTEMPT TO  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

CIVIL DIVISION

No. 2004-1798-CD

vs.

JEFFREY A. SMITHTRO  
and  
MICHELLE SMITHTRO

Defendant,

and

FIRST COMMONWEALTH BANK,  
Garnishee.

PRAECIPE TO DISCONTINUE AGAINST GARNISHEE ONLY

TO PROTHONOTARY:

Please discontinue this action against the above garnishee, FIRST COMMONWEALTH  
BANK and mark the docket accordingly.

Respectfully submitted,

CHROMULAK & ASSOCIATES, L.L.C.

By: 

CATHY ANN CHROMULAK, ESQUIRE

MELISSA A. SHENKEL, ESQUIRE

Attorneys for Plaintiff

375 Southpointe Boulevard

4<sup>th</sup> Floor

Canonsburg, PA 15317

Sworn to and subscribed  
Before me this 11 day  
of May, 2005.

  
COMMONWEALTH OF PENNSYLVANIA

Notary Public

Notary Seal  
Michelle L. Wolota, Notary Public  
Cecil Twp., Washington County  
My Commission Expires July 7, 2008

Member, Pennsylvania Association Of Notaries

THIS IS AN ATTEMPT TO  
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**CERTIFICATE OF SERVICE**

I, Melissa A. Shenkel, Esquire, counsel for BENEFICIAL CONSUMER DISCOUNT COMPANY, hereby certify that a true and correct copy of the foregoing Praeceptum to Discontinue Against Garnishee Only was served upon the following by First Class Mail, postage prepaid on this 11 day of MAY, 2005.

JULIE E. TRIMARCHI, ESQ  
402 INDIANA THEATRE BUILDING  
INDIANA, PENNSYLVANIA, 15701

JEFFREY A. SMITHTRO  
and MICHELLE SMITHTRO  
20 JEFFERSON AVENUE  
FALLS CREEK, PA 15840



\_\_\_\_\_  
Melissa A. Shenkel, Esq.

**THIS IS AN ATTEMPT TO  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

PLAINTIFF,

VS.

JEFFREY A. SMITHTRO AND  
MICHELLE K. SMITHTRO,

DEFENDANTS.

**CIVIL DIVISION:**

No. 2004-1798-CD

**TYPE OF PLEADING:**

MOTION TO COMPEL ANSWERS  
TO INTERROGATORIES IN AID OF EXECUTION  
OF DEFENDANT JEFFREY A. SMITHTRO

**FILED ON BEHALF OF:**

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

**COUNSEL OF RECORD:**

CATHY ANN CHROMULAK	PA ID No. 42067
NANCY C. WILKINS	PA ID No. 94178
JESSA C. MARTIN	PA ID No. 201169
AMY L. SABOLCHICK	PA ID No. 94653

**CHROMULAK & ASSOCIATES, L.L.C.**

375 SOUTHPOINTE BOULEVARD

4<sup>TH</sup> FLOOR

CANONSBURG, PA 15317

(724) 916-2400

FILED 2cc  
m) 11:08 AM Amy  
APR 26 2006 Sabolchick  
William A. Shaw  
Prothonotary/Clerk of Courts



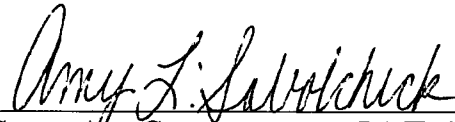
1. Judgment for Plaintiff and against Defendants was entered on March 23, 2005 in the sum of \$7,107.04.
2. Plaintiff served interrogatories upon Jeffrey A. Smithtro, via first class mail on July 12, 2005. A true and correct copy of the interrogatories are attached hereto as Exhibit "A" and incorporated herein by reference.
3. Pursuant to Pa.R.Civ.P. 4006 (a)(2), Defendant's responses to the interrogatories were due within thirty (30) days after they had been served.

4. A demand letter was sent via first class mail on August 18, 2005. A true and correct copy of the demand letter is attached hereto as Exhibit "B" and incorporated herein by reference.

5. As of the date of this Motion, no responses have been received from the Defendant.

6. Plaintiff requires an Order pursuant to Pa.R.Civ.P. 4019(a)(1)(i) compelling Jeffrey A. Smith to answer the interrogatories.

WHEREFORE, Plaintiff respectfully requests the Court to approve the proposed Order annexed hereto.



CATHY ANN CHROMULAK	PA ID 42067
Nancy C. Wilkins	PA ID 94178
Jessa C. Martin	PA ID 201169
Amy L. Sabolchick	PA ID 94653

**CHROMULAK & ASSOCIATES, L.L.C.**

375 SOUTHPOINTE BOULEVARD

4<sup>TH</sup> FLOOR

CANONSBURG, PENNSYLVANIA 15317

(724) 916-2400

(734) 916-2411 (FACSIMILE)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**BENEFICIAL CONSUMER  
DISCOUNT COMPANY,**

PLAINTIFF,

VS.

**JEFFREY A. SMITHTRO AND  
MICHELLE K. SMITHTRO,**

DEFENDANTS.

**CIVIL DIVISION:**

No. 2004-1798-CD

**TYPE OF PLEADING:**

INTERROGATORIES IN  
AID OF EXECUTION DIRECTED TO  
DEFENDANT **JEFFREY A. SMITHTRO**

**FILED ON BEHALF OF PLAINTIFF:**

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

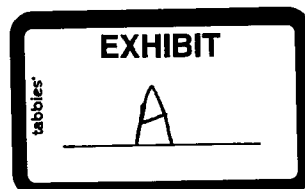
**COUNSEL OF RECORD:**

CATHY ANN CHROMULAK      PA ID No. 42067  
MELISSA A. SHENKEL      PA ID No. 91445  
**CHROMULAK & ASSOCIATES LLC**  
375 Southpointe Blvd.  
4<sup>th</sup> Floor  
Canonsburg, PA 15317  
(724) 916-2400

JULY 12, 2005

**You are Hereby Notified to Plead to the  
Enclosed Interrogatories Within 30 Days  
From Service Hereof or a Default  
Judgment May Be Entered Against You.**

  
\_\_\_\_\_  
Attorney for Plaintiff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

PLAINTIFF,

VS.

JEFFREY A. SMITHTRO,  
AND MICHELLE K. SMITHTRO  
DEFENDANTS.

CIVIL DIVISION:

No. 2004-1798-CD

INTERROGATORIES IN AID OF EXECUTION DIRECTED TO DEFENDANT JEFFREY A. SMITHTRO

---

TO: JEFFREY A. SMITHTRO  
20 JEFFERSON AVENUE  
FALLS CREEK, PA 15840

AND NOW COMES, Plaintiff, BENEFICIAL CONSUMER DISCOUNT COMPANY, by their attorneys, Chromulak & Associates LLC, and herewith files and serves on Defendant the following Interrogatories, to be answered by Defendant under oath within thirty (30) days in accordance with the Rules of Discovery of the Pennsylvania Rules of Civil Procedure. (Space has been provided, but if such space is insufficient for a complete Answer, please complete Answer on a separate sheet and attach hereto.)

1. What is your full legal name?

ANSWER:

2. What is your current address?

**ANSWER:**

3. Are you employed? Who is your employer? List the name, address, and phone number of each employer.

**ANSWER:**

4. What is your monthly income? List both gross and net for each employer.

**ANSWER:**

5. Do you have any other sources of income? If yes, describe all sources of additional income in detail.

**ANSWER:**

6. Are you married?

**ANSWER:**

7. Do you own or have any interest in any land/real estate? If yes, briefly describe the land/real estate (i.e. address) and the ownership interest you possess.

**ANSWER:**

8. If anyone is assisting you in answering these interrogatories, state his or her name, relationship to you, and address.

**ANSWER:**

9. What savings, checking and money market accounts do you own or have any interest in?

**ANSWER:**

	<u>Financial Institution</u>	<u>Account No.</u>	<u>Current Balance</u>
a.			
b.			
c.			
d.			

10. What Individual Retirement Account (IRA) do you own?

**ANSWER:**

	<u>Financial Institution</u>	<u>Account No.</u>	<u>Current Balance</u>
a.			

11. Do you own or have interest in a safety deposit box? If yes, describe the location and the contents of the safety deposit box.

**ANSWER:**

12. Do you belong to a credit union or other work related savings plan? If yes, describe.

**ANSWER:**

13. What stocks, shares, bonds, notes and shares in a mutual funds do you own or have an interest in?

**ANSWER:**

<u>Type (i.e. share, bonds, etc.)</u>	<u>Name of corporation</u>	<u>Current Balance</u>
---------------------------------------	----------------------------	------------------------

a.

b.

14. Does any individual, partnership, or corporation owe you money? If yes, provide details of the debt.

**ANSWER:**

15. Do you own life insurance? If yes, list the insurance company and policy number.

**ANSWER:**

16. What televisions, stereos, VCRs, camcorders, cameras or other electronic/camera equipment do you have in interest in?

**ANSWER:**

17. What household furnishings do you have an interest in?

**ANSWER:**

18. What jewelry do you own or have an interest in?

**ANSWER:**

19. What firearms do you own or have an interest in?

**ANSWER:**

20. What coins, stamps or other collectibles do you own or have an interest in?

**ANSWER:**



21. What other personal property (not previously described) do you own or have an interest in?

**ANSWER:**

22. What other assets (not previously described) do you have an interest in?

**ANSWER:**

23. If, in the preceding six years, you have transferred any assets (real property, personal property), to any person, and/or, if you have given any gift valued at more than \$250.00, of any asset, including money, to any person; set forth, in detail, a description of the property, the type of transaction, the date of occurrence and the name and address of the transferee or recipient.

**ANSWER:**

24. Is any of your property rented to, leased to or otherwise in possession of a third person? If so, state full description of the property; the name and address of the person, firm, or other entity who has possession of the property; the circumstances and reason why the property is in possession of the third person; the consideration or payment received by you; the name and address of the person who receives the rents or other consideration on behalf of you.

**ANSWER:**

25. State whether or not you own or have any rights in any motor vehicles. Include a full description of each such motor vehicle including color, model, title number, serial number and registration plate number. Also show the name or names in which each motor vehicle is registered, the present value of each motor vehicle and their present location and place of regular storage, garaging or parking. State also whether or not there are any encumbrances on those motor vehicles and if so, the name and address of the encumbrance holder, the date of the encumbrance, the original amount of that encumbrance, the present balance of the encumbrance and the transaction which gave rise to the existence of the encumbrance. If not owned, state the extent of your rights in and to such vehicles.

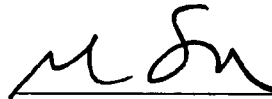
**ANSWER:**

26. What money have you received within the last sixty days from any source, and what have you done with it? Identify sources.

**ANSWER:**

27. List all monthly expenses and the amounts paid thereto. Include all utilities, rent/mortgage, credit cards, and other loans, and any other monthly payments made by you.

**ANSWER:**



---

CATHY ANN CHROMULAK PA ID 42067  
MELISSA A. SHENKEL PA ID 91445  
**CHROMULAK & ASSOCIATES LLC**  
375 SOUTHPOINTE BLVD  
4<sup>TH</sup> FLOOR  
CANONSBURG, PA 15317  
(724) 916-2400  
(724) 916-2411

JULY 12, 2005

**CERTIFICATE OF SERVICE**

I, Melissa A. Shenkel, counsel for BENEFICIAL CONSUMER DISCOUNT COMPANY,  
hereby certify that a true and correct copy of the foregoing **Interrogatories in Aid of Execution**  
were served via U.S. First Class Mail on the following, this 12<sup>th</sup> day of July, 2005:

JEFFREY A. SMITH TRO  
20 JEFFERSON AVENUE  
FALLS CREEK, PA 15840

  
\_\_\_\_\_

Melissa A. Shenkel, Esquire

# CHROMULAK & ASSOCIATES, L.L.C.

375 SOUTHPOINTE BOULEVARD  
4<sup>TH</sup> FLOOR  
CANONSBURG, PENNSYLVANIA 15317

TELEPHONE (724) 916-2400

FACSIMILE (724) 916-2411

Melissa A. Shenkel  
Attorney- At-Law  
Direct Dial: (724) 916-2418  
mshenkel@chromulak.com

August 18, 2005

Mr. Jeffrey A. Smithtro  
20 Jefferson Ave.  
Falls Creek, PA 15840

**RE: Beneficial Consumer Discount Company vs. Jeffrey A. Smithtro and  
Michelle K. Smithtro  
No. 2004-1798-CD; Clearfield County, Pennsylvania**

Dear Mr. Smithtro:

On July 12, 2005 my office sent a set of Interrogatories to you that were to be answered and returned within thirty (30) days. As of the date of this letter, my office has received no response. I have enclosed a copy of the interrogatories that were previously mailed to you. Please return the answered interrogatories to my office no later than August 29, 2005. If my office does not receive these papers from you by the date indicated, we may proceed with further legal action against you.

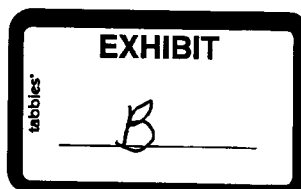
Very truly yours,



MELISSA A. SHENKEL

MAS/dmr

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



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

**ATTORNEY CERTIFICATION OF GOOD FAITH  
Pursuant to Clearfield County Local R.C.P. 208.2(e)**

The undersigned counsel for movant hereby certifies and attests that:

a. He or she has had the contacts described below with opposing counsel or unrepresented party regarding discovery matter contained in the foregoing discovery motion in an effort to resolve the specific discovery dispute(s) at issue and, further, that despite counsel's good faith attempts to resolve the dispute(s), counsel have been unable to do so without Court intervention.

*Description of effort to resolve discovery motion:*

b. He or she was unsuccessful in actually contacting opposing counsel or unrepresented party in an attempt to resolve the discovery dispute(s) despite his or her good faith efforts to do so.

*Description of effort to resolve discovery motion:*

Mailed Interrogatories to Defendant on July 12, 2005.

Called Defendant on July 18, 2005, and left a message with a third party for Defendant to return call.

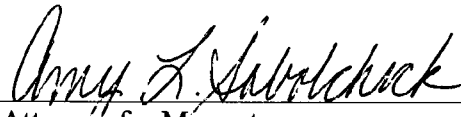
Called Defendant on August 16, 2005 and left a message with a third party for Defendant to return call.

Mailed Interrogatory Demand Letter, along with a copy of the July 12, 2005 Interrogatories, to Defendant on August 18, 2005.

Called Defendant on March 29, 2006, and left message for Defendant to return call.

CERTIFIED TO THE COURT BY:

4-24-06  
Date

  
Attorney for Movant

*Note: The signature of respondent's counsel or party is not required.*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**BENEFICIAL CONSUMER  
DISCOUNT COMPANY,**

PLAINTIFF,

VS.

JEFFREY A. SMITHTRO AND,  
MICHELLE K. SMITHTRO

DEFENDANTS.

**CIVIL DIVISION:**

No. 2004-1798-GD

## ORDER

AND NOW, this 27 day of April, 2006, upon consideration of Plaintiff's Motion to Compel Answers to Interrogatories In Aid of Execution, it is hereby ORDERED that the Motion is GRANTED.

Defendant Jeffrey A. Smithtro must make full and complete answer to the interrogatories, without objection or motion for a protective order, within thirty (30) days of the date of this Order or appropriate sanctions will be imposed upon Defendant following application to the Court.

Julius Rosenberg J.

**FILED**

APR 28 2006

William A. Shaw  
Prothonotary/Clerk of Courts

2 CENT to A-77

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER,  
DISCOUNT COMPANY

PLAINTIFF,

VS.

JEFFREY A. SMITHTRO AND,  
MICHELLE K. SMITHTRO

DEFENDANTS.

**CIVIL DIVISION:**

No. 2004-1798-CD

**TYPE OF PLEADING:**

MEMORANDUM OF LAW IN SUPPORT OF  
MOTION TO COMPEL ANSWERS  
TO INTERROGATORIES IN AID OF EXECUTION  
OF DEFENDANT JEFFREY A. SMITHTRO

**FILED ON BEHALF OF:**

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

**COUNSEL OF RECORD:**

CATHY ANN CHROMULAK	PA ID No. 42067
NANCY C. WILKINS	PA ID No. 94178
JESSA C. MARTIN	PA ID No. 201169
AMY L. SABOLCHICK	PA ID No. 94653

**CHROMULAK & ASSOCIATES, L.L.C.**  
375 SOUTHPOINTE BOULEVARD  
4<sup>TH</sup> FLOOR  
CANONSBURG, PA 15317  
(724) 916-2400



Plaintiff commenced this action alleging non-payment of a loan agreement entered into by the parties. Judgment for Plaintiff and against Defendants was entered on March 23, 2005 in the amount of \$7,107.04. Plaintiff served interrogatories upon Jeffrey A. Smithtro, via first class mail on July 12, 2005. Pursuant to Pa.R.Civ.P. 4006 (a)(2), Defendants' responses to the interrogatories were due within thirty (30) days after they had been served. A demand letter was sent via first class mail on August 18, 2005. As of the date of this Motion, no responses have been received from the Defendant. Plaintiff requires an Order pursuant to Pa.R.Civ.P. 4019(a)(1)(i) compelling Jeffrey A. Smithtro to answer the interrogatories.

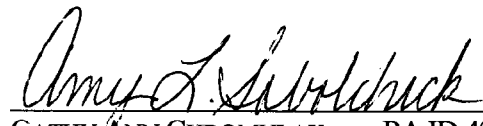
ARGUMENT

Rule 4019(a)(1)(i) of the Pennsylvania Rules of Civil Procedure provides that a “Court may, on motion, make an appropriate order if a party fails to serve answers, sufficient answers or objections to written interrogatories under Rule 4005”. Rule 4005 requires that the answering party serve answers to written interrogatories within thirty days of the service of the interrogatories.

As the interrogatories were served to the Defendants on or about July 12, 2005 and as the Defendant have, to date, failed to answer the interrogatories, this Court should enter the proposed Order attached to Plaintiff’s Motion to Compel.

CONCLUSION

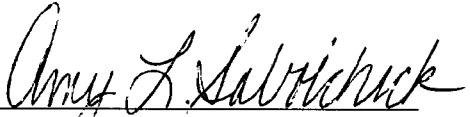
For the reasons set forth above, this Court should enter the proposed Order attached to Plaintiff’s Motion to Compel Answers to Interrogatories, and compel Jeffrey A. Smith to answer said interrogatories.

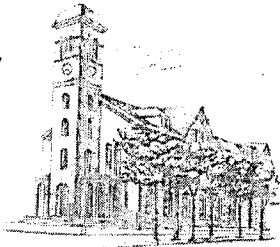
  
CATHY ANN CHROMULAK      PA ID 42067  
Nancy C. Wilkins      PA ID 94178  
Jessa C. Martin      PA ID 201169  
Amy L. Sabolchick      PA ID 94653  
**CHROMULAK & ASSOCIATES, L.L.C.**  
375 SOUTHPOINTE BOULEVARD  
4<sup>TH</sup> FLOOR  
CANONSBURG, PENNSYLVANIA 15317  
(724) 916-2400  
(734) 916-2411 (FACSIMILE)

**CERTIFICATE OF SERVICE**

I, Amy L. Sabolchick, counsel for BENEFICIAL CONSUMER DISCOUNT COMPANY, hereby certify that a true and correct copy of the foregoing Motion to Compel Answers to Interrogatories In Aid of Execution and Memorandum of Law was served, via United States First Class Mail, postage prepaid, on the following, this 24 day of April, 2006:

JEFFREY A. SMITH TRO  
20 Jefferson Ave.  
Falls Creek, PA 15840

  
\_\_\_\_\_  
Amy L. Sabolchick



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 4-28-06

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s)/Attorney(s)

☐ Defendant(s)/Attorney(s)

☐ Other

☐ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

PLAINTIFF,

VS.

JEFFREY A. SMITHTRO AND  
MICHELLE K. SMITHTRO,

DEFENDANTS.

**CIVIL DIVISION:**

No. 2004-01798-CD

**TYPE OF PLEADING:**

CERTIFICATE PREREQUISITE TO SERVICE  
OF A SUBPOENA PURSUANT TO RULE 4009.22

**FILED ON BEHALF OF:**

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

**COUNSEL OF RECORD:**

CATHY ANN CHROMULAK	PA ID No. 42067
MAUREEN A. DOWD	PA ID No. 90549
BETH ARNOLD-HOWELL	PA ID No. 203606
CHRISTINE A. SAUNDERS	PA ID No. 203373

**CHROMULAK & ASSOCIATES, L.L.C.**  
375 SOUTHPOINTE BOULEVARD  
4<sup>TH</sup> FLOOR  
CANONSBURG, PA 15317  
(724) 916-2400

**FILED** *no cc*  
*m/10:45 AM*  
SEP 04 2007 *CK*

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COMMON PLEAS COURT OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

Plaintiff,

CIVIL DIVISION

No. 2004-01798-CD

Vs.

JEFFREY A. SMITHTRO  
MICHELLE K. SMITHTRO,  
Defendants.

**CERTIFICATE PREREQUISITE TO SERVICE OF A  
SUBPOENA PURSUANT TO RULE 4009.22**

As a Prerequisite to Service of a subpoena for documents and things pursuant to  
Rule 4002.22, Plaintiff certifies that:

- (1) a notice of intent to serve the subpoena with a copy of the subpoena attached thereto was mailed or delivered to each party at least twenty days prior to the date on which the subpoena is sought to be served,
- (2) a copy of the notice of intent, including the proposed subpoena, is attached to this certificate,
- (3) no objection to the subpoena has been received, and
- (4) the subpoena which will be served is identical to the subpoena which is attached to the notice of intent to serve the subpoena.

Respectfully Submitted,

DATE: 8-29-07

**CHROMULAK & ASSOCIATES,  
L.L.C.**

By: Christine A. Saunders  
Cathy Ann Chromulak, Esq.  
Maureen A. Dowd, Esq.  
Beth Arnold Howell, Esq.  
Christine A. Saunders, Esq.

Attorneys for Plaintiff  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

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

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

PLAINTIFF,

VS.

JEFFREY A. SMITHTRO  
AND  
MICHELLE K. SMITHTRO,

DEFENDANTS.

**CIVIL DIVISION:**

No. 2004-01798-CD

**TYPE OF PLEADING:**

NOTICE OF INTENT TO SERVE A SUBPOENA  
TO PRODUCE DOCUMENTS AND THINGS FOR  
DISCOVERY PURSUANT TO RULE 4009.21

**FILED ON BEHALF OF:**

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

**COUNSEL OF RECORD:**

CATHY ANN CHROMULAK	PA ID No. 42067
MAUREEN A. DOWD	PA ID No. 90549
BETH ARNOLD-HOWELL	PA ID No. 203606
CHRISTINE A. SAUNDERS	PA ID No. 203373

**CHROMULAK & ASSOCIATES, L.L.C.**  
375 SOUTHPONTE BOULEVARD  
4<sup>TH</sup> FLOOR  
CANONSBURG, PA 15317  
(724) 916-2400

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

PLAINTIFF,

VS.

JEFFREY A. SMITHTRO

AND

MICHELLE K. SMITHTRO,

DEFENDANTS.

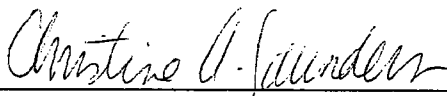
CIVIL DIVISION:

No. 2004-01798-CD

**NOTICE OF INTENT TO SERVE A SUBPOENA TO PRODUCE  
DOCUMENTS AND THINGS FOR DISCOVERY PURSUANT TO RULE 4009.21**

Beneficial Consumer Discount Company, Plaintiff in the above-captioned matter, intends to serve a subpoena identical to the one that is attached to this Notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the subpoena. If no objection is made the subpoena may be served.

Date: 6-26-07

  
BETH ARNOLD HOWELL, ESQUIRE  
CHRISTINE A. SAUNDERS, ESQUIRE  
ATTORNEY FOR PLAINTIFF



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

Beneficial Consumer Discount Co.  
Plaintiff(s)

\*

Vs.

\*

No. 2004-01798-CD

Jeffrey A. Smithtro  
Michelle K. Smithtro  
Defendant(s)

\*

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO  
RULE 4009.22

TO: ASAP Sintered Metals, Inc., 405 Main Street, Falls Creek, PA 15840  
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to  
produce the following documents or things:

"See Exhibit A attached"

(Address)

You may deliver or mail legible copies of the documents or produce things requested by  
this subpoena, together with the certificate of compliance, to the party making this request at the  
address listed above. You have the right to seek in advance the reasonable cost of preparing the  
copies or producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty  
(20) days after its service, the party serving this subpoena may seek a court order compelling you  
to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

**CATHY ANN CHROMULAK, ESQUIRE**

PA ID NO. 42067

**MAUREEN A. DOWD, ESQUIRE**

PA ID NO. 90549

**CHRISTINE A. SAUNDERS, ESQUIRE**

PA ID NO. 203373

**BETH ARNOLD HOWELL, ESQUIRE**


PA ID NO. 203606

Chromulak & Associates, LLC  
375 Southpointe Blvd. 4<sup>th</sup> Floor  
Canonsburg, PA 15317  
(724) 916-2400

BY THE COURT:

William A. Shaw

Prothonotary/Clerk, Civil Division

  
Deputy

DATE: Friday, June 22, 2007  
Seal of the Court

**WILLIAM A. SHAW**  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

## EXHIBIT A

The following definitions shall apply:

"Defendant(s)": Shall mean and pertain to Jeffrey A. Smithtro, against whom the Plaintiff that is requesting Documents pursuant to this subpoena has obtained a money judgment in a Court exercising its jurisdiction.

"Documents": All writings of any kind, including correspondence, memoranda, notes, minutes, treatises, drawings, graphs, charts, photographs, electronically created data, and all other compilations of data from which information can be obtained or translated. Unless expressly indicated to the contrary, the documents referenced by this definition refer to Documents created at any time. It is expected that Documents that contain information related to any person other than the Defendant(s) will be redacted by you to protect the privacy of such other person(s). It is expected that Documents that contain information that is confidential or proprietary to your business and which does not relate to the Defendant(s) will be redacted by you to protect your legitimate business interests.

"Identify": With regard to a person means to provide the full name, address, telephone number and relationship, if any, to any party in this suit. If used in reference to a business entity it means to provide the full name, the type of entity, main business address and telephone number.

"Relevant Time Period": Shall mean and pertain to the last quarter of the year 2005, the entirety of the year 2006, and year-to-date 2007.

The following Documents are requested:

A. Please produce all Documents for the Relevant Time Period which pertain to, relate to, refer to, concern and/or are otherwise associated (directly or indirectly) with your current or former employee, independent contractor, partner, shareholder or agent, the Defendant(s), regardless of the nature of the relationship and:

1. Any compensation of any description paid to or which is otherwise attributable to such Defendant(s);
2. Wages, commissions, tips, salary, over-time pay, vacation pay, incentive pay, bonuses, distributions, dividends, profit-sharing, stock options attributable to such Defendant(s) to the extent that the same is not otherwise covered by #1 above of this Paragraph A;
3. Cancelled checks for and/or the direct deposit of any item requested in #1 and #2 of this Paragraph A, to the extent that the same is not otherwise covered above;

4. Any deduction from any item requested in #1 and #2 of this Paragraph A, to the extent that the same is not otherwise covered above;

5. Any amounts garnished from and/or lien relative to any item requested in #1 and #2 of this Paragraph A, to the extent that the same is not otherwise covered above;

6. Any benefit, any plan and/or any pre-tax fund provided to and/or for which the Defendant(s) is/are eligible, to the extent that the same is not otherwise covered above;  
and

7. Any tax form generated, issued and/or otherwise related to your relationship with the Defendant(s) that reflects any item requested in this Paragraph A.

B. Please produce all Documents which pertain to, relate to, refer to, concern and/or are otherwise associated (directly or indirectly) with your current or former employee, independent contractor, partner, shareholder or agent, the Defendant(s), regardless of the nature of the relationship, which:

1. Identify the Defendant(s)' primary residence and/or any other location during the Relevant Time Period;

2. Identify all persons specified by the Defendant(s) as to who should be contacted in the case of an emergency;

3. Identify all persons provided by the Defendant(s) as references at or about the time when he/she commenced the relationship with you;

4. Identify all past employers disclosed by the Defendant(s) at or about the time when he/she commenced the relationship with you; and

5. Identify all credit and/or banking references provided by the Defendant(s) at or about the time when he/she commenced the relationship with you.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE FOREGOING NOTICE OF INTENT  
TO SERVE A SUBPOENA TO PRODUCE DOCUMENTS AND THINGS FOR DISCOVERY PURSUANT TO RULE  
4009.21 WAS SERVED UPON THE FOLLOWING BY REGULAR U.S. MAIL ON THIS 26<sup>th</sup> DAY OF  
June, 2007:

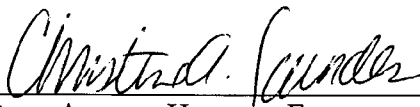
JEFFREY A. SMITHTRO AND MICHELLE K. SMITHTRO  
20 JEFFERSON AVENUE  
FALLS CREEK, PA 15840-9501

Christine A. Saunders  
BETH ARNOLD HOWELL, ESQUIRE  
CHRISTINE A. SAUNDERS, ESQUIRE

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE FOREGOING CERTIFICATE  
PREREQUISITE TO SERVICE OF A SUBPOENA PURSUANT TO RULE 4009.22 WAS SERVED UPON THE  
FOLLOWING BY REGULAR U.S. MAIL ON THIS 29<sup>th</sup> DAY OF  
August, 2007:

JEFFREY A. SMITHTRO AND MICHELLE K. SMITHTRO  
20 JEFFERSON AVENUE  
FALLS CREEK, PA 15840

  
BETH ARNOLD HOWELL, ESQUIRE  
CHRISTINE A. SAUNDERS, ESQUIRE