05-602-CD

Great Seneca Fin Corp. v. Michael Bernie
2005-602-CD

13053

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREAT SENECA FINANCIAL CORP., A MARYLAND CORPORATION, ASSIGNEE OF AMERICAN DEBT SALES ASSIGNEE OF DIRECT MERCHANTS CREDIT CARD BANK, N.A. P.O. BOX 1651 ROCKVILLE, MD 20849-1651 Plaintiff	:	NO. 2005-602-CD
VS.	:	CIVIL ACTION - LAW
MICHAEL S BERNIER 1777 TREASURE LK DU BOIS PA 15801-9047 Defendant(s)	:	FILED APR 27 2005 M/12:30/ 4 William A. Shaw Prothonotary/Clerk of Courts 1 CENT TO ATTY 1 CENT TO SHFF

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within (20) days after this Complaint and Notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed or any other claim or relief requested by the Plaintiff. You may lose money or property 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 HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

NOTICIA

Le han demandado a used en la corte. Si used quarere defensas de esas demandas expuestas en las paginas, siguientes, used tiene viente (20) dias de plazo al partir de la fecha de lademanda y la notifiation. Used debe presentar una apariencia escrita o en persona o por abogado y archivar en la corte en forma escrita sus defensas o sus objeciones a last demandas en corta de su persona. Sea avisado que si used no se defienda, la corte tomara medidas y psedido entrar una orden contra used sin previo aviso o notificacion y por cualquier queja o alivio que es pedido en la peticion de demanda. Used puede perder dinero o sus propledades o otros derechos importantes para used.

LLEVE ESTA DEMANDA A UN ABODOAGO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASSITANCIA LEGAL.

PA Lawyer Referral Service
Pennsylvania Bar Assn.
P.O. Box 186

Harrisburg PA 17108
800-692-7375

CVRNOT/PARET W&A FILE NO. 128034524

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREAT SENECA FINANCIAL CORP., A MARYLAND CORPORATION, ASSIGNEE OF AMERICAN DEBT SALES ASSIGNEE OF DIRECT MERCHANTS CREDIT CARD BANK, N.A. P.O. BOX 1651 ROCKVILLE, MD 20849-1651 Plaintiff	:	NO.
VS.	:	CIVIL ACTION - LAW
MICHAEL S BERNIER 1777 TREASURE LK DU BOIS PA 15801-9047 Defendant(s)	:	

COMPLAINT

Now comes the Plaintiff, GREAT SENECA FINANCIAL CORP., , by and through its attorneys, and the law firm of Wolpoff & Abramson, L.L.P., and files this Complaint and in support avers as follows:

1. Plaintiff, GREAT SENECA FINANCIAL CORP.,
A MARYLAND CORPORATION,
ASSIGNEE OF AMERICAN DEBT SALES
ASSIGNEE OF DIRECT MERCHANTS
CREDIT CARD BANK, N.A.
P.O. BOX 1651
ROCKVILLE, MD 20849-1651

is a business entity doing business within the Commonwealth of Pennsylvania and the other states of the United States.

2. Defendant, MICHAEL S BERNIER , is an adult individual with a last known address of

1777 TREASURE LK
DU BOIS PA 15801-9047

COUNTY OF CLEARFIELD

3. It is averred that Defendant(s) was/were issued an open end credit card account. The Terms and Conditions governing this account is attached hereto, incorporated herein and marked as Exhibit "A".

4. At all relevant times material hereto, Defendant(s) has/have used said charge card for the purchase of products, goods and/or for obtaining services.

5. Plaintiff provided Defendant(s) with copies of the Statements of Account showing all debits and credits for transactions on the aforementioned credit card account to which there was no bona fide objection by Defendant(s). A true and correct copy of the Statement of Account is attached hereto, incorporated herein, and marked as Exhibit "B".

6. As of the date of this Complaint, the remaining balance due, owing and unpaid on Defendant's credit card account as a result of the charges made by said Defendant(s) and/or any authorized users is the sum of $ 8834.62.

7. Pursuant to the Credit Agreement and/or applicable Pennsylvania law, any unpaid or delinquent balances on said account shall continue to bear interest at the rate of 16.32%. See Exhibit "A" as previously identified herein.

8. As of the date of the filing of this Complaint, the amount of interest which has accrued is the sum of $ 553.02.

9. As of the filing of this Complaint, Plaintiff has incurred reasonable attorney's fees from the law office of Wolpoff & Abramson, L.L.P. in the collection of the amounts due from Defendant(s) incident to the within action based upon 20% of the principal amount due and owing, and Plaintiff shall continue to incur such attorney's fees through the conclusion of the proceedings.

10. The amount of attorney's fee which has accrued is the sum of $ 1766.92.

11. Despite reasonable and repeated demands for payment, Defendant(s) has/have refused and continue to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.

12. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter Judgment in favor of the Plaintiff and against Defendant(s) in the amount of $ 8834.62, plus attorneys fees in the amount of $ 1766.92 , plus interest in the amount of $ 553.02, plus costs of this action and any other relief as this Court deems just and reasonable.

Respectfully submitted,

Philip C Warholic

Amy F. Doyle #87062
Daniel F. Wolfson #20617
Bruce H. Cherkis #18837
Philip C. Warholic #86341
Ronald M. Abramson #94266
Ronald S. Canter #94000
Donald P. Shiffer, III #89451
WOLPOFF & ABRAMSON, L.L.P.
Attorneys in the Practice of Debt Collection
267 East Market St., York, PA 17403
(717) 846-1252
Counsel for Plaintiff

ATTORNEY VERIFICATION

I hereby state that I am the attorney for the Plaintiff, who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, am authorized to take this verification on behalf of said Plaintiff in this action and verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief, based upon information provided by the Plaintiff.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date:

Philip C Warholic

Amy F. Doyle #87062
Daniel F. Wolfson #20617
Bruce H. Cherkis #18837
Philip C. Warholic #86341
Ronald M. Abramson #94266
Ronald S. Canter #94000
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WOLPOFF & ABRAMSON, L.L.P.
Attorneys in the Practice of Debt Collection
267 East Market St., York, PA 17403
(717) 846-1252
Counsel for Plaintiff

62684

EXHIBIT "A"

the previously authorized user and return it to us at the aforementioned address along with a letter explaining why you are doing so.

LOST OR STOLEN CREDIT CARD(S) AND/OR CHECKS

You agree to notify us immediately if your card(s) or any transfer or convenience checks are lost or stolen. You may notify us by calling 1 800 205-9988.

CHANGE OF NAME, ADDRESS, TELEPHONE NUMBER OR EMPLOYMENT

You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment. Send changes to Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222.

FOREIGN TRANSACTIONS

If you effect a transaction at a merchant that settles in a currency other than U.S. dollars, MasterCard® International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by one percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

APPLICABLE LAW

This Agreement and your Account will be governed by federal law and the laws of Utah, whether or not you live in Utah and whether or not your Account is used outside of Utah. This Agreement is entered into in Utah and all credit under the Agreement will be extended from Utah. All terms and conditions of this Agreement (including the change of terms provision, the applicable law provision, and the finance charge, late charge, returned check charge, over limit charge, and research charge provisions) are deemed to be material to the determination of the finance charge.

ASSIGNMENT OF ACCOUNT

We may sell, assign or transfer your Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account.

PRIVACY PRACTICES

You agree that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies, and that we may use this information to cancel or suspend your credit privileges under this Agreement even if you are not in default with us. You also agree that we may, on a regular basis, furnish purchase, transaction and credit experience information regarding your Account to others seeking such information, including our affiliates and other third parties. You authorize us to share such information contained on your application with our affiliates and other third parties. 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(ies). You agree that any government agency 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 and to other Cardholders.

UPDATED FINANCIAL AND OTHER INFORMATION

Upon request, you agree to promptly give us accurate financial and other information about yourself.

SEVERABILITY

If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable.

Your credit card is issued under this Agreement by Direct Merchants Credit Card Bank℠, National Association, Salt Lake City, Utah.

First Data Resources, Inc. provides processing services for Direct Merchants Credit Card Bank, National Association. You may write to us at: P.O. Box 21222, Tulsa, Oklahoma 74121-1222.

YOUR BILLING RIGHTS — KEEP THIS NOTICE FOR FUTURE USE

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

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure of.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone to whom we furnished credit information about you that you have a question about your bill. And we must tell you the name of anyone to whom we gave this information. We must tell anyone we report to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first $50 of the questioned amount, even if your bill was correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and

(b) The purchase price must have been more than $50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

A-2889 (7/96) Printed on recycled paper

MasterCard

DIRECT MERCHANTS BANK℠

Cardholder Agreement

AGREEMENT TO TERMS — USE OF YOUR ACCOUNT — DEFINITION OF PARTIES

This is the Agreement which covers your credit card account (called your "Account") with us. You and Direct Merchants Credit Card Bank℠, National Association, will be bound by it from the first time you use the Account. If your Account is a joint Account, you and your joint Account holder each promise to pay and are jointly and individually responsible for all amounts due under this Agreement.

In this Agreement, and in your monthly statements, the words "you" and "your" refer to all persons named on the credit card application, credit card or acceptance form, and the words "we," "us," and "our" refer to Direct Merchants Credit Card Bank℠, National Association.

PROMISE TO PAY

You promise to pay for: (a) credit extended by Direct Merchants Credit Card Bank, National Association, to you or to anyone whom you permit to use this Account; (b) finance charges, late charges, and other administrative charges (e.g., returned check charges, research charges) provided in this Agreement; and (c) collection costs and attorneys' fees as permitted by applicable law if your Account should go into default.

We can accept late or partial payments, or checks or money orders marked "Payment in Full" or otherwise restrictively endorsed without losing any of our rights under this Agreement.

CASH ADVANCES

The term cash advance is defined as and includes the following transactions: (a) Automated Teller Machine (ATM) transactions; (b) transfer and convenience check transactions; and (c) in-bank transactions. Convenience checks are used the same as personal checks. Both transfer and convenience checks are drawn on your Account and billed on your statement.

There is a cash advance transaction fee applied to every cash advance transaction. The cash advance transaction fee is equal to 2% of the cash advance, with a minimum fee of $2 per transaction.

MAXIMUM CREDIT LINE

You may obtain credit by any means approved by us until the total unpaid balance of your Account reaches your maximum credit line. Your cash advance credit limit may be limited to 50% of your maximum credit line. You agree not to allow your total unpaid balance, including finance charges and other charges, to exceed your maximum credit line. We are not required to make cash advances (including accepting transfer or convenience checks or ATM transactions) or extend credit for purchases at your request if you have exceeded your credit line, but if we do, you agree to pay us that excess amount, plus applicable finance charges and an over limit fee, immediately. Your credit line amount is defined on the enclosed Card Carrier directly above your credit card.

STATEMENTS

We will send you a statement covering each billing cycle in which you have a balance in excess of $1. The statement will reflect: (a) payments, credits, purchases, cash advances, finance charges, and all other charges made to your Account during the billing cycle; (b) the minimum payment you must make (called the "minimum payment") and the date by which the minimum payment must be paid in order to avoid late charges; and (c) your available credit.

PAYMENT

Payment is due when you receive your statement each month. We will not impose any late charges if you pay at least the minimum payment reflected in your statement by the date specified, which will always be 25 days from the statement date. If you wish, you may pay more than the minimum payment and at any time you may pay the entire amount due for the current billing cycle (called "new balance"). Send payments to Cardholder Payments, P.O. Box 85305, Louisville, KY 40285-5305.

The minimum payment each month will be equal to 2% of the new balance or $10, whichever is greater, or the amount of the new balance if less than $10, plus:

(a) any past due amounts appearing on your statement; and

(b) the amount by which the new balance exceeds your credit line.

All payments by mail must be made by check or money order. Payments may not be made using a transfer or convenience check. You agree that any payment you make may be returned to you without applying it to your Account and without presentment or protest, for reasons including, but not limited to, that the check or money order: (1) is not drawn on the U.S. Post Office or a financial institution located in the United States; (2) is missing a signature; (3) is drawn with different numeric and written amounts; (4) contains a restrictive endorsement; (5) is post dated; (6) is not payable to Direct Merchants Bank, or Direct Merchants Credit Card Bank, N.A.; (7) is not payable in U.S. dollars; (8) is not paid upon presentment; or (9) is drawn on a transfer or convenience check. You agree to pay any bank collection fees we incur for any check payments made in U.S. dollars drawn on a financial institution not located in the United States. All payments under this Agreement must be received at the address specified on your billing statement.

HOW WE FIGURE FINANCE CHARGES

The periodic finance charge is calculated separately for purchases and cash advances. To calculate the finance charge for purchases, we multiply the average daily balance for purchases times the monthly periodic rate for purchases. There is no finance charge for purchases when a grace period applies. To calculate the finance charge for cash advances, we multiply the average daily balance for cash advances times the monthly periodic rate for cash advances, then add applicable cash advance transaction fees. The Account is subject to a minimum finance charge of $ .50.

AVERAGE DAILY BALANCES

We calculate average daily balances separately for purchases and for cash advances. In each case, we start by calculating a "daily balance" for each day in the billing cycle.

- The daily balance of purchases for any day is equal to the previous day's daily balance for purchases plus any new purchases and any other charges that we add that day and minus any payments and credits we apply to purchases that day.

  We add new purchases to the daily balance on the purchase date.

  If other charges (like annual fees, late charges, over limit charges and finance charges) appear on a monthly periodic statement, we add them to your daily balance on the day following the closing date of the statement.

  We apply payments and credits on the day they are received.

- The daily balance of cash advances on any day is equal to the previous day's daily balance for cash advances, plus any new cash advances made that day and minus any payments and credits applied to cash advances that day. If you incur cash advance transaction fees during the period covered by a monthly periodic statement, we add them to your daily balance on the day following the closing date of the statement. We treat any cash advances obtained by transfer or convenience checks as having been made on the transaction date shown on your periodic statement.

After we have calculated all the daily balances for a monthly billing cycle, we add the daily balances for purchases and the daily balances for cash advances, and then divide each sum by the number of days in the billing cycle. The resulting amounts are the average daily balances for purchases and cash advances.

MONTHLY PERIODIC RATES

The monthly periodic rate for purchases (as of June, 1996) is 1.54%, which corresponds to an ANNUAL PERCENTAGE RATE of 18.50%. The monthly periodic rate for cash advances (as of June, 1996) is 1.71%, which corresponds to an ANNUAL PERCENTAGE RATE of 20.50%. The monthly periodic rate is a variable rate that may increase or decrease if the highest prime rate published in *The Wall Street Journal* (the "prime rate") increases or decreases. The monthly periodic rate for purchases for any monthly billing cycle will be one twelfth of the sum of 10.25% plus the prime rate published on the third Tuesday of the month preceding the month in which that billing cycle ends, and for cash advances one twelfth of the sum of 12.25% plus the prime rate. The monthly periodic rate for both cash advances and purchases may never fall below 1.36% regardless of the level of the prime rate. An increase in the monthly periodic rate may increase the minimum payment due on your Account.

ADJUSTING FOR GRACE PERIODS

"Grace periods" are periods during which we impose no finance charges on purchases. We impose no finance charge on a purchase added to your daily balance during the billing cycle covered by a periodic statement if that statement shows no previous balance or shows that the previous balance was paid in full within 25 days. Also, we impose no additional finance charge on any purchases included in the new balance of a monthly periodic statement if you pay the new balance in full on or before the date specified in your statement.

LATE CHARGE

At least the minimum payment amount shown on your statement is due each month when you receive your statement. We may impose a $15 late charge if you do not pay at least the minimum payment by the date specified in your statement, which will always be 25 days from the statement date.

OVER LIMIT CHARGE

If you go over your credit line, you will be billed an over limit charge of $15. This charge will be imposed only once per billing cycle, but will be imposed in each billing cycle that you remain over your credit line.

RETURNED CHECK CHARGE

You agree to pay $15 each time you make a payment on your Account with a check that is returned unsatisfied by your bank or other financial institution.

RESEARCH CHARGES

You agree to pay $5 for each sales slip, statement, transfer or convenience check copy you request if more than one copy is requested per year.

APPLICATION OF PAYMENTS

We apply your payments in the following order: to any unpaid finance charges, administrative charges, promotional balances, cash advances, and purchases.

CHANGE OF TERMS (including finance charges)

SUBJECT TO APPLICABLE LAW, WE MAY CHANGE OR TERMINATE ANY TERM OF THIS AGREEMENT OR ADD NEW TERMS AT ANY TIME, WITHOUT LIMITATION, INCLUDING ADDING OR INCREASING FEES, INCREASING YOUR MONTHLY MINIMUM PAYMENT AND INCREASING THE RATE OR AMOUNT OF FINANCE CHARGES, OR CHANGING THE METHOD OF COMPUTING THE BALANCE UPON WHICH FINANCE CHARGES ARE ASSESSED. PRIOR WRITTEN NOTICE WILL BE PROVIDED TO YOU WHEN REQUIRED BY APPLICABLE LAW. CHANGES MAY APPLY TO BOTH NEW AND OUTSTANDING BALANCES.

DEFAULT AND TERMINATION OF AGREEMENT

You will be in default under this Agreement upon: (a) your failure to make at least the minimum payment by the date specified in your statement; (b) your violation of any other provision of this Agreement; (c) your death; (d) your becoming the subject of bankruptcy or insolvency proceedings; (e) your becoming the subject of attachment, foreclosure, repossession, lien, judgement or garnishment proceedings; (f) your failure to supply us with any information we reasonably deem necessary; (g) your supplying us with misleading, false, incomplete or incorrect information; (h) our receipt of information that you are unwilling or unable to perform the terms or conditions of this Agreement; (i) our receipt of information from third parties, including credit reporting agencies, which indicates a serious delinquency or charge-off with other creditors; or (j) your moving out of the U.S. After your default, your Account balance will continue to accrue finance charges at the contract rate. Balances outstanding under this Agreement when your credit line is reduced or terminated will continue to accrue finance charges until paid in full and are subject to all the terms and conditions of this Agreement. Upon default, we have the right to terminate or suspend your credit privileges under this Agreement, to change the terms of your Account and this Agreement, to require you to pay your entire Account balance including all accrued but unpaid charges immediately, and to sue you for what you owe. You will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by applicable law. Upon default, we will apply your payments first to attorneys' fees and then in the order set forth under Application of Payments.

CREDIT AUTHORIZATIONS

Some transactions will require our prior authorization and you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for any refusal to accept or honor your card.

CARD RENEWAL

Cards are issued with an expiration date. We have the right not to renew your card for any reason.

CARD CANCELLATION

The card(s), transfer and convenience checks issued to you remain our property. Upon cancellation, you agree to return your card(s) and any unused transfer or convenience checks to us.

CLOSING YOUR ACCOUNT

You can cancel or close your Account by writing to us at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222. Your notice becomes effective within five days after we receive it. If you cancel the Account, you must immediately pay everything you owe us, including any amounts owed but not yet billed to you. If you do not pay us immediately, outstanding balances will continue to accrue finance and other charges and be subject to the terms and conditions of this Agreement. You also agree to return your card(s) and any unused transfer and/or convenience checks to us. We will not honor any transfer or convenience check written on your Account if we receive the check after your Account is cancelled.

LIABILITY FOR UNAUTHORIZED USE

You should retain your copies of all charge slips until you receive your statement, at which time you should verify that the charges are true and the amounts unaltered. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given by you immediately upon learning of the loss, theft or possible unauthorized use by calling us at 1 800 205-9918 or writing us at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222. In any case, your liability for unauthorized use of your credit card will not exceed $50. However, unauthorized use does not include use by a person to whom you have given the credit card or authority to use the Account, and you will be liable for all use by such a user. To terminate this authority, you must retrieve the credit card from

EXHIBIT "B"

```
 A-ACCNT#5458004042008332          B-ACCNT#703976889  ACCT BAL $8834.62
O-ACCNT#                           LPYMT DT 12/28/2001 C/O DT 08/31/2002
OPEN DT 09/14/1999 ORIG CRED GREAT SENECA FINANCIAL CORP.,ASSIGNEE OF DIRECT ME
*WW1-DEB1-LNAME
BERNIER
*WW1-DEB1-FNAME                              *WW1-DEB1-DOB*WW1-DEB1-SSN
MICHAEL S                                                134423034
*WW1-DEB1-HPHONE*WW1-DEB1-ADDR1                   *WW1-DEB1-ADDR2
5166940880     PO BOX 147
*WW1-DEB1-CITY          *WW1-DEB1-ST*WW1-DEB1-ZIP*WW1-DEB1-ASSET-IND
WOODBURY                NY          117970000
*WW1-DEB1-WPHONE*WW1-DEB1-POE
6314231758
*-REC-TYPE*-WW-ID*-AGCY-ID*-WW-CASE-NO*-WW-ACCT-NO
01        WAN    GS       703976889   5458004042008332
*-ORG-ACCT-NO              *-PLAINT-NO
                           7002459
*-ORG-CREDITOR                                      *WW1-CLIENT-ID-HOLD
GREAT SENECA FINANCIAL CORP.,ASSIGNEE OF DIRECT ME GSFC
*WW1-PLACED-AMT*WW1-INT-RATE*WW1-INT-START-DATE*WW1-AGCY-FEE-RATE*WW1-COMM-RATE
$8834.62       00.00       09/03/2004       00.00
*WW1-LST-PYMT-DT*WW1-CO-DATE*WW1-OPEN-DATE
12/28/2001     08/31/2002  09/14/1999
*WW1-DEB1-POE-ADDR                *WW1-DEB1-POE-CITY    *WW1-DEB1-POE-ST
*WW1-DEB1-POE-ZIP*WW1-DEB2-LNAME
*WW1-DEB2-FNAME                              *WW1-DEB2-DOB*WW1-DEB2-SSN
                                                         000000000
*WW1-DEB2-HPHONE*WW1-DEB2-ADDR1                   *WW1-DEB2-ADDR2
0000000000
*WW1-DEB2-CITY          *WW1-DEB2-ST*WW1-DEB2-ZIP*WW1-DEB2-ASSET-IND
*WW1-DEB2-WPHONE*WW1-DEB2-POE
0000000000
*WW1-DEB2-POE-ADDR                *WW1-DEB2-POE-CITY    *WW1-DEB2-POE-ST
*WW1-DEB2-POE-ZIP*WW1-JUDG-DATE*WW1-JUDG-PRIN*WW1-JUDG-INT*WW1-JUD-AGCY-FEE
*WW1-JUDG-COST*WW1-JUDG-CREDIT*WW1-JUD-ARB-FLAG*WW1-RICA
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In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services Sheriff Docket # **100431**

GREAT SENECA FINANCIAL CORP. Case # 05-602-CD

vs.

MICHAEL S. BERNIER

SHERIFF RETURNS

NOW May 31, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO MICHAEL S. BERNIER, DEFENDANT. DEFENDANT UNKNOWN.

SERVED BY: /

FILED
01 10:25 BY
JUN 01 2005
William A. Shaw
Prothonotary/Clerk of Courts

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	817917	10.00
SHERIFF HAWKINS	WOLPOFF	817917	29.76

Sworn to Before me This

_______ Day of _________________ 2005

____

So Answers,

Chester A. Hawkins
By Marilyn Harris
Chester A. Hawkins
Sheriff

13054

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREAT SENECA FINANCIAL CORP.,
A MARYLAND CORPORATION,
ASSIGNEE OF AMERICAN DEBT SALES
ASSIGNEE OF DIRECT MERCHANTS
CREDIT CARD BANK, N.A.
P.O. BOX 1651
ROCKVILLE, MD 20849-1651
Plaintiff

VS.

MICHAEL S BERNIER

1777 TREASURE LK
DU BOIS PA 15801-9047

Defendant(s)

NO. 2005-602- CD

CIVIL ACTION - LAW

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

APR 27 2005

Attest.

Prothonotary/
Clerk of Courts

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within (20) days after this Complaint and Notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed or any other claim or relief requested by the Plaintiff. You may lose money or property 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 HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

NOTICIA

Le han demandado a used en la corte. Si used quarere defensas de esas demandas expuestas en las paginas, siguientes, used tiene viente (20) dias de plazo al partir de la fecha de lademanda y la notifiation. Used debe presentar una apariencia escrita o en persona o por abogado y archivar en la corte en forma escrita sus defensas o sus objeciones a last demandas en corta de su persona. Sea avisado que si used no se defienda, la corte tomara medidas y psedido entrar una orden contra used sin previo aviso o notificacion y por cualquier queja o alivio que es pedido en la peticion de demanda. Used puede perder dinero o sus propledades o otros derechos importantes para used.

LLEVE ESTA DEMANDA A UN ABODOAGO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASSITANCIA LEGAL.

PA Lawyer Referral Service
Pennsylvania Bar Assn.
P.O. Box 186

Harrisburg PA 17108
800-692-7375

CVRNOT/PARET W&A FILE NO. 128034524

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREAT SENECA FINANCIAL CORP., A MARYLAND CORPORATION, ASSIGNEE OF AMERICAN DEBT SALES ASSIGNEE OF DIRECT MERCHANTS CREDIT CARD BANK, N.A. P.O. BOX 1651 ROCKVILLE, MD 20849-1651 Plaintiff	:	NO.
VS.	:	CIVIL ACTION - LAW
MICHAEL S BERNIER 1777 TREASURE LK DU BOIS PA 15801-9047 Defendant(s)	:	

COMPLAINT

Now comes the Plaintiff, GREAT SENECA FINANCIAL CORP., , by and through its attorneys, and the law firm of Wolpoff & Abramson, L.L.P., and files this Complaint and in support avers as follows:

1. Plaintiff, GREAT SENECA FINANCIAL CORP.,
A MARYLAND CORPORATION,
ASSIGNEE OF AMERICAN DEBT SALES
ASSIGNEE OF DIRECT MERCHANTS
CREDIT CARD BANK, N.A.
P.O. BOX 1651
ROCKVILLE, MD 20849-1651

is a business entity doing business within the Commonwealth of Pennsylvania and the other states of the United States.

2. Defendant, MICHAEL S BERNIER , is an adult individual with a last known address of

1777 TREASURE LK
DU BOIS PA 15801-9047

COUNTY OF CLEARFIELD

3. It is averred that Defendant(s) was/were issued an open end credit card account. The Terms and Conditions governing this account is attached hereto, incorporated herein and marked as Exhibit "A".

4. At all relevant times material hereto, Defendant(s) has/have used said charge card for the purchase of products, goods and/or for obtaining services.

5. Plaintiff provided Defendant(s) with copies of the Statements of Account showing all debits and credits for transactions on the aforementioned credit card account to which there was no bona fide objection by Defendant(s). A true and correct copy of the Statement of Account is attached hereto, incorporated herein, and marked as Exhibit "B".

6. As of the date of this Complaint, the remaining balance due, owing and unpaid on Defendant's credit card account as a result of the charges made by said Defendant(s) and/or any authorized users is the sum of $ 8834.62.

7. Pursuant to the Credit Agreement and/or applicable Pennsylvania law, any unpaid or delinquent balances on said account shall continue to bear interest at the rate of 16.32%. See Exhibit "A" as previously identified herein.

8. As of the date of the filing of this Complaint, the amount of interest which has accrued is the sum of $ 553.02.

9. As of the filing of this Complaint, Plaintiff has incurred reasonable attorney's fees from the law office of Wolpoff & Abramson, L.L.P. in the collection of the amounts due from Defendant(s) incident to the within action based upon 20% of the principal amount due and owing, and Plaintiff shall continue to incur such attorney's fees through the conclusion of the proceedings.

10. The amount of attorney's fee which has accrued is the sum of $ 1766.92.

11. Despite reasonable and repeated demands for payment, Defendant(s) has/have refused and continue to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.

12. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter Judgment in favor of the Plaintiff and against Defendant(s) in the amount of $ 8834.62, plus attorneys fees in the amount of $ 1766.92 , plus interest in the amount of $ 553.02, plus costs of this action and any other relief as this Court deems just and reasonable.

Respectfully submitted,

Philip C. Warholic

[COPY]

Amy F. Doyle #87062
Daniel F. Wolfson #20617
Bruce H. Cherkis #18837
Philip C. Warholic #86341
Ronald M. Abramson #94266
Ronald S. Canter #94000
Donald P. Shiffer, III #89451
WOLPOFF & ABRAMSON, L.L.P.
Attorneys in the Practice of Debt Collection
267 East Market St., York, PA 17403
(717) 846-1252
Counsel for Plaintiff

ATTORNEY VERIFICATION

I hereby state that I am the attorney for the Plaintiff, who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, am authorized to take this verification on behalf of said Plaintiff in this action and verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief, based upon information provided by the Plaintiff.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date:

Philip C. Warholic [COPY]

Amy F. Doyle #87062
Daniel F. Wolfson #20617
Bruce H. Cherkis #18837
Philip C. Warholic #86341
Ronald M. Abramson #94266
Ronald S. Canter #94000
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WOLPOFF & ABRAMSON, L.L.P.
Attorneys in the Practice of Debt Collection
267 East Market St., York, PA 17403
(717) 846-1252
Counsel for Plaintiff

62685

EXHIBIT "A"

the previously authorized user and return it to us at the aforementioned address along with a letter explaining why you are doing so.

LOST OR STOLEN CREDIT CARD(S) AND/OR CHECKS

You agree to notify us immediately if your card(s) or any transfer or convenience checks are lost or stolen. You may notify us by calling 1 800 205-9988.

CHANGE OF NAME, ADDRESS, TELEPHONE NUMBER OR EMPLOYMENT

You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment. Send changes to Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222.

FOREIGN TRANSACTIONS

If you effect a transaction at a merchant that settles in a currency other than U.S. dollars, MasterCard® International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by one percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

APPLICABLE LAW

This Agreement and your Account will be governed by federal law and the laws of Utah, whether or not you live in Utah and whether or not your Account is used outside of Utah. This Agreement is entered into in Utah and all credit under the Agreement will be extended from Utah. All terms and conditions of this Agreement (including the change of terms provision, the applicable law provision, and the finance charge, late charge, returned check charge, over limit charge, and research charge provisions) are deemed to be material to the determination of the finance charge.

ASSIGNMENT OF ACCOUNT

We may sell, assign or transfer your Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account.

PRIVACY PRACTICES

You agree that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies, and that we may use this information to cancel or suspend your credit privileges under this Agreement even if you are not in default with us. You also agree that we may, on a regular basis, furnish purchase, transaction and credit experience information regarding your Account to others seeking such information, including our affiliates and other third parties. You authorize us to share such information contained on your application with our affiliates and other third parties. 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(ies). You agree that any government agency 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 and to other Cardholders.

UPDATED FINANCIAL AND OTHER INFORMATION

Upon request, you agree to promptly give us accurate financial and other information about yourself.

SEVERABILITY

If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable.

Your credit card is issued under this Agreement by Direct Merchants Credit Card Bank℠, National Association, Salt Lake City, Utah.

First Data Resources, Inc. provides processing services for Direct Merchants Credit Card Bank, National Association. You may write to us at: P.O. Box 21222, Tulsa, Oklahoma 74121-1222.

YOUR BILLING RIGHTS — KEEP THIS NOTICE FOR FUTURE USE

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

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure of.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone to whom we furnished credit information about you that you have a question about your bill. And we must tell you the name of anyone to whom we gave this information. We must tell anyone we report to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first $50 of the questioned amount, even if your bill was correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and

(b) The purchase price must have been more than $50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Printed on recycled paper

MasterCard

DIRECT MERCHANTS BANK℠

Cardholder Agreement

AGREEMENT TO TERMS — USE OF YOUR ACCOUNT — DEFINITION OF PARTIES

This is the Agreement which covers your credit card account (called your "Account") with us. You and Direct Merchants Credit Card Bank℠, National Association, will be bound by it from the first time you use the Account. If your Account is a joint Account, you and your joint Account holder each promise to pay and are jointly and individually responsible for all amounts due under this Agreement.

In this Agreement, and in your monthly statements, the words "you" and "your" refer to all persons named on the credit card application, credit card or acceptance form, and the words "we," "us," and "our" refer to Direct Merchants Credit Card Bank℠, National Association.

PROMISE TO PAY

You promise to pay for: (a) credit extended by Direct Merchants Credit Card Bank, National Association, to you or to anyone whom you permit to use this Account; (b) finance charges, late charges, and other administrative charges (e.g., returned check charges, research charges) provided in this Agreement; and (c) collection costs and attorneys' fees as permitted by applicable law if your Account should go into default.

We can accept late or partial payments, or checks or money orders marked "Payment in Full" or otherwise restrictively endorsed without losing any of our rights under this Agreement.

CASH ADVANCES

The term cash advance is defined as and includes the following transactions: (a) Automated Teller Machine (ATM) transactions; (b) transfer and convenience check transactions; and (c) in-bank transactions. Convenience checks are used the same as personal checks. Both transfer and convenience checks are drawn on your Account and billed on your statement.

There is a cash advance transaction fee applied to every cash advance transaction. The cash advance transaction fee is equal to 2% of the cash advance, with a minimum fee of $2 per transaction.

MAXIMUM CREDIT LINE

You may obtain credit by any means approved by us until the total unpaid balance of your Account reaches your maximum credit line. Your cash advance credit limit may be limited to 50% of your maximum credit line. You agree not to allow your total unpaid balance, including finance charges and other charges, to exceed your maximum credit line. We are not required to make cash advances (including accepting transfer or convenience checks or ATM transactions) or extend credit for purchases at your request if you have exceeded your credit line, but if we do, you agree to pay us that excess amount, plus applicable finance charges and an over limit fee, immediately. Your credit line amount is defined on the enclosed Card Carrier directly above your credit card.

STATEMENTS

We will send you a statement covering each billing cycle in which you have a balance in excess of $1. The statement will reflect: (a) payments, credits, purchases, cash advances, finance charges, and all other charges made to your Account during the billing cycle; (b) the minimum payment you must make (called the "minimum payment") and the date by which the minimum payment must be paid in order to avoid late charges; and (c) your available credit.

PAYMENT

Payment is due when you receive your statement each month. We will not impose any late charges if you pay at least the minimum payment reflected in your statement by the date specified, which will always be 25 days from the statement date. If you wish, you may pay more than the minimum payment and at any time you may pay the entire amount due for the current billing cycle (called "new balance"). Send payments to Cardholder Payments, P.O. Box 85305, Louisville, KY 40285-5305.

The minimum payment each month will be equal to 2% of the new balance or $10, whichever is greater, or the amount of the new balance if less than $10, plus:

(a) any past due amounts appearing on your statement; and

(b) the amount by which the new balance exceeds your credit line.

All payments by mail must be made by check or money order. Payments may not be made using a transfer or convenience check. You agree that any payment you make may be returned to you without applying it to your Account and without presentment or protest, for reasons including, but not limited to, that the check or money order: (1) is not drawn on the U.S. Post Office or a financial institution located in the United States; (2) is missing a signature; (3) is drawn with different numeric and written amounts; (4) contains a restrictive endorsement; (5) is post dated; (6) is not payable to Direct Merchants Bank, or Direct Merchants Credit Card Bank, N.A.; (7) is not payable in U.S. dollars; (8) is not paid upon presentment; or (9) is drawn on a transfer or convenience check. You agree to pay any bank collection fees we incur for any check payments made in U.S. dollars drawn on a financial institution not located in the United States. All payments under this Agreement must be received at the address specified on your billing statement.

HOW WE FIGURE FINANCE CHARGES

The periodic finance charge is calculated separately for purchases and cash advances. To calculate the finance charge for purchases, we multiply the average daily balance for purchases times the monthly periodic rate for purchases. There is no finance charge for purchases when a grace period applies. To calculate the finance charge for cash advances, we multiply the average daily balance for cash advances times the monthly periodic rate for cash advances, then add applicable cash advance transaction fees. The Account is subject to a minimum finance charge of $ .50.

AVERAGE DAILY BALANCES

We calculate average daily balances separately for purchases and for cash advances. In each case, we start by calculating a "daily balance" for each day in the billing cycle.

- The daily balance of purchases for any day is equal to the previous day's daily balance for purchases plus any new purchases and any other charges that we add that day and minus any payments and credits we apply to purchases that day.

  We add new purchases to the daily balance on the purchase date.

  If other charges (like annual fees, late charges, over limit charges and finance charges) appear on a monthly periodic statement, we add them to your daily balance on the day following the closing date of the statement.

  We apply payments and credits on the day they are received.

- The daily balance of cash advances on any day is equal to the previous day's daily balance for cash advances, plus any new cash advances made that day and minus any payments and credits applied to cash advances that day. If you incur cash advance transaction fees during the period covered by a monthly periodic statement, we add them to your daily balance on the day following the closing date of the statement. We treat any cash advances obtained by transfer or convenience checks as having been made on the transaction date shown on your periodic statement.

After we have calculated all the daily balances for a monthly billing cycle, we add the daily balances for purchases and the daily balances for cash advances, and then divide each sum by the number of days in the billing cycle. The resulting amounts are the average daily balances for purchases and cash advances.

MONTHLY PERIODIC RATES

The monthly periodic rate for purchases (as of June, 1996) is 1.54%, which corresponds to an ANNUAL PERCENTAGE RATE of 18.50%. The monthly periodic rate for cash advances (as of June, 1996) is 1.71%, which corresponds to an ANNUAL PERCENTAGE RATE of 20.50%. The monthly periodic rate is a variable rate that may increase or decrease if the highest prime rate published in *The Wall Street Journal* (the "prime rate") increases or decreases. The monthly periodic rate for purchases for any monthly billing cycle will be one twelfth of the sum of 10.25% plus the prime rate published on the third Tuesday of the month preceding the month in which that billing cycle ends, and for cash advances one twelfth of the sum of 12.25% plus the prime rate. The monthly periodic rate for both cash advances and purchases may never fall below 1.36% regardless of the level of the prime rate. An increase in the monthly periodic rate may increase the minimum payment due on your Account.

ADJUSTING FOR GRACE PERIODS

"Grace periods" are periods during which we impose no finance charges on purchases. We impose no finance charge on a purchase added to your daily balance during the billing cycle covered by a periodic statement if that statement shows no previous balance or shows that the previous balance was paid in full within 25 days. Also, we impose no additional finance charge on any purchases included in the new balance of a monthly periodic statement if you pay the new balance in full on or before the date specified in your statement.

LATE CHARGE

At least the minimum payment amount shown on your statement is due each month when you receive your statement. We may impose a $15 late charge if you do not pay at least the minimum payment by the date specified in your statement, which will always be 25 days from the statement date.

OVER LIMIT CHARGE

If you go over your credit line, you will be billed an over limit charge of $15. This charge will be imposed only once per billing cycle, but will be imposed in each billing cycle that you remain over your credit line.

RETURNED CHECK CHARGE

You agree to pay $15 each time you make a payment on your Account with a check that is returned unsatisfied by your bank or other financial institution.

RESEARCH CHARGES

You agree to pay $5 for each sales slip, statement, transfer or convenience check copy you request if more than one copy is requested per year.

APPLICATION OF PAYMENTS

We apply your payments in the following order: to any unpaid finance charges, administrative charges, promotional balances, cash advances, and purchases.

CHANGE OF TERMS (including finance charges)

SUBJECT TO APPLICABLE LAW, WE MAY CHANGE OR TERMINATE ANY TERM OF THIS AGREEMENT OR ADD NEW TERMS AT ANY TIME, WITHOUT LIMITATION, INCLUDING ADDING OR INCREASING FEES, INCREASING YOUR MONTHLY MINIMUM PAYMENT AND INCREASING THE RATE OR AMOUNT OF FINANCE CHARGES, OR CHANGING THE METHOD OF COMPUTING THE BALANCE UPON WHICH FINANCE CHARGES ARE ASSESSED. PRIOR WRITTEN NOTICE WILL BE PROVIDED TO YOU WHEN REQUIRED BY APPLICABLE LAW. CHANGES MAY APPLY TO BOTH NEW AND OUTSTANDING BALANCES.

DEFAULT AND TERMINATION OF AGREEMENT

You will be in default under this Agreement upon: (a) your failure to make at least the minimum payment by the date specified in your statement; (b) your violation of any other provision of this Agreement; (c) your death; (d) your becoming the subject of bankruptcy or insolvency proceedings; (e) your becoming the subject of attachment, foreclosure, repossession, lien, judgement or garnishment proceedings; (f) your failure to supply us with any information we reasonably deem necessary; (g) your supplying us with misleading, false, incomplete or incorrect information; (h) our receipt of information that you are unwilling or unable to perform the terms or conditions of this Agreement; (i) our receipt of information from third parties, including credit reporting agencies, which indicates a serious delinquency or charge-off with other creditors; or (j) your moving out of the U.S. After your default, your Account balance will continue to accrue finance charges at the contract rate. Balances outstanding under this Agreement when your credit line is reduced or terminated will continue to accrue finance charges until paid in full and are subject to all the terms and conditions of this Agreement. Upon default, we have the right to terminate or suspend your credit privileges under this Agreement, to change the terms of your Account and this Agreement, to require you to pay your entire Account balance including all accrued but unpaid charges immediately, and to sue you for what you owe. You will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by applicable law. Upon default, we will apply your payments first to attorneys' fees and then in the order set forth under Application of Payments.

CREDIT AUTHORIZATIONS

Some transactions will require our prior authorization and you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for any refusal to accept or honor your card.

CARD RENEWAL

Cards are issued with an expiration date. We have the right not to renew your card for any reason.

CARD CANCELLATION

The card(s), transfer and convenience checks issued to you remain our property. Upon cancellation, you agree to return your card(s) and any unused transfer or convenience checks to us.

CLOSING YOUR ACCOUNT

You can cancel or close your Account by writing to us at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222. Your notice becomes effective within five days after we receive it. If you cancel the Account, you must immediately pay everything you owe us, including any amounts owed but not yet billed to you. If you do not pay us immediately, outstanding balances will continue to accrue finance and other charges and be subject to the terms and conditions of this Agreement. You also agree to return your card(s) and any unused transfer and/or convenience checks to us. We will not honor any transfer or convenience check written on your Account if we receive the check after your Account is cancelled.

LIABILITY FOR UNAUTHORIZED USE

You should retain your copies of all charge slips until you receive your statement, at which time you should verify that the charges are true and the amounts unaltered. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given by you immediately upon learning of the loss, theft or possible unauthorized use by calling us at 1 800 205-9988 or writing us at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222. In any case, your liability for unauthorized use of your credit card will not exceed $50. However, unauthorized use does not include use by a person to whom you have given the credit card or authority to use the Account, and you will be liable for all use by such a user. To terminate this authority, you must retrieve the credit card from

62689

EXHIBIT "B"

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 A-ACCNT#5458004042008332          B-ACCNT#703976889  ACCT BAL $8834.62
O-ACCNT#                          LPYMT DT 12/28/2001 C/O DT 08/31/2002
OPEN DT 09/14/1999 ORIG CRED GREAT SENECA FINANCIAL CORP.,ASSIGNEE OF DIRECT ME
*WW1-DEB1-LNAME
BERNIER
*WW1-DEB1-FNAME                              *WW1-DEB1-DOB*WW1-DEB1-SSN
MICHAEL S                                                 134423034
*WW1-DEB1-HPHONE*WW1-DEB1-ADDR1                    *WW1-DEB1-ADDR2
5166940880      PO BOX 147
*WW1-DEB1-CITY        *WW1-DEB1-ST*WW1-DEB1-ZIP*WW1-DEB1-ASSET-IND
WOODBURY              NY          117970000
*WW1-DEB1-WPHONE*WW1-DEB1-POE
6314231758
*-REC-TYPE*-WW-ID*-AGCY-ID*-WW-CASE-NO*-WW-ACCT-NO
01         WAN     GS        703976889    5458004042008332
*-ORG-ACCT-NO                 *-PLAINT-NO
                              7002459
*-ORG-CREDITOR                                        *WW1-CLIENT-ID-HOLD
GREAT SENECA FINANCIAL CORP.,ASSIGNEE OF DIRECT ME GSFC
*WW1-PLACED-AMT*WW1-INT-RATE*WW1-INT-START-DATE*WW1-AGCY-FEE-RATE*WW1-COMM-RATE
$8834.62        00.00        09/03/2004          00.00
*WW1-LST-PYMT-DT*WW1-CO-DATE*WW1-OPEN-DATE
12/28/2001      08/31/2002  09/14/1999
*WW1-DEB1-POE-ADDR             *WW1-DEB1-POE-CITY   *WW1-DEB1-POE-ST
*WW1-DEB1-POE-ZIP*WW1-DEB2-LNAME
*WW1-DEB2-FNAME                              *WW1-DEB2-DOB*WW1-DEB2-SSN
                                                          000000000
*WW1-DEB2-HPHONE*WW1-DEB2-ADDR1                    *WW1-DEB2-ADDR2
0000000000
*WW1-DEB2-CITY        *WW1-DEB2-ST*WW1-DEB2-ZIP*WW1-DEB2-ASSET-IND
*WW1-DEB2-WPHONE*WW1-DEB2-POE
0000000000
*WW1-DEB2-POE-ADDR             *WW1-DEB2-POE-CITY   *WW1-DEB2-POE-ST
*WW1-DEB2-POE-ZIP*WW1-JUDG-DATE*WW1-JUDG-PRIN*WW1-JUDG-INT*WW1-JUD-AGCY-FEE
*WW1-JUDG-COST*WW1-JUDG-CREDIT*WW1-JUD-ARB-FLAG*WW1-RICA
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

GREAT SENECA FINANCIAL CORPORATION Plaintiff vs. MICHAEL S. BERNIER Defendant	* * * * *	NO. 2005-602-CD

FILED
MAR 18 2013
0/9:00/WAS
William A. Shaw
Prothonotary/Clerk of Courts

<u>ORDER</u>

NOW, this 14th day of March, 2013, upon the Court's review of the docket and noting no activity for a period of over seven years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge