

05-1216-CD

LVNV LLC et al vs. William Randolph et al
2005-1216-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC
 ASSIGNEE OF SHERMAN ACQUISITION
 ASSIGNEE OF
 SEARS, ROEBUCK AND CO.
 15 SOUTH MAIN STREET
 GREENVILLE S.C. 29601

Plaintiff

VS.

WILLIAM RANDOLPH
 JOSEPHINE D RANDOLPH
 1063 TREASURE LK
 DU BOIS PA 15801

Defendant(s)

: NO.

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:

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05-1216-CD

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 AUG 15 2005
 William A. Shaw
 Prothonotary/Clerk of Courts

CIVIL ACTION - LAW

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 usted en la corte. Si usted quiere defensas de esas demandas expuestas en las paginas, siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Usted debe presentar una apariciencia escrita o en persona o por abogado y archivar en la corte en forma escrita sus defensas o sus objeciones a las demandas en corte de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y podria entrar una orden contra usted sin previo aviso o notificacion y por cualquier queja o alivio que es pedido en la peticion de demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. 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 ASISTANCIA LEGAL.

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

Harrisburg
 800-692-7375

PA 17108

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC	:	NO.
ASSIGNEE OF SHERMAN ACQUISITION	:	
ASSIGNEE OF	:	
SEARS, ROEBUCK AND CO.	:	
15 SOUTH MAIN STREET	:	
GREENVILLE S.C. 29601	:	
Plaintiff	:	
VS.	:	CIVIL ACTION - LAW
WILLIAM RANDOLPH	:	
JOSEPHINE D RANDOLPH	:	
1063 TREASURE LK	:	
DU BOIS PA 15801	:	
Defendant(s)	:	

COMPLAINT

Now comes the Plaintiff, LVNV FUNDING, LLC, 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, LVNV FUNDING, LLC
ASSIGNEE OF SHERMAN ACQUISITION
ASSIGNEE OF
SEARS, ROEBUCK AND CO.
15 SOUTH MAIN STREET
GREENVILLE S.C. 29601

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

2. Defendant, WILLIAM RANDOLPH, is an adult individual with a last known address of

1063 TREASURE LK
DU BOIS PA 15801

COUNTY OF CLEARFIELD

3. Defendant, JOSEPHINE D RANDOLPH, is an adult individual with a last known address of

1063 TREASURE LK
DU BOIS 15801

COUNTY OF CLEARFIELD

4. 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".

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

6. 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".

7. 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 \$ 9764.26.

8. 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 18.00%. See Exhibit "A" as previously identified herein.

9. As of the date of the filing of this Complaint, the amount of interest which has accrued is the sum of \$ 3240.66.

10. 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.

11. The amount of attorney's fee which has accrued is the sum of \$ 1952.85.

12. 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.

13. 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 \$ 9764.26, plus attorneys fees in the amount of \$ 1952.85, plus interest in the amount of \$ 3240.66, plus costs of this action and any other relief as this Court deems just and reasonable.

Respectfully submitted,

Philip C. Warhol

Amy F. Doyle	#87062
Daniel F. Wolfson	#20617
Bruce H. Cherkis	#18837
Philip C. Warhol	#86341
Ronald M. Abramson	#94266
Ronald S. Canter	#94000
Donald P. Shiffer	#89451
Andrew C. Spears	#87737

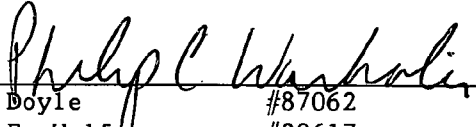
WOLPOFF & ABRAMSON, L.L.P. / Counsel for Plaintiff
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor, Camp Hill, PA 17011
(717) 303-6700

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:



Amy F. Doyle #87062
Daniel F. Wolfson #20617
Bruce H. Cherkys #18837
Philip C. Warholik #86341
Ronald M. Abramson #94266
Ronald S. Canter #94000
Donald P. Shiffer #89451
Andrew C. Spears #87737
WOLPOFF & ABRAMSON, L.L.P. / Counsel for Plaintiff
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor, Camp Hill, PA 17011
(717) 303-6700

98362

EXHIBIT "A"

BASIC AGREEMENT

- chases and charges. I authorize SNB to act at the request of those persons and I will not hold SNB responsible or liable for such action.
- (b) Authorized Users. Any person whom I have designated as an authorized user ("authorized user") as provided below may use the account and take any action with respect to the account that I could take. I may make this designation by notifying SNB of such authorized user(s) by contacting the number indicated below or providing written notice at the address written below. In making this designation, I request that a credit card be issued to the authorized user and I understand and agree that (a) this agreement controls all charges made on the account by the person(s) designated by me as an authorized user and I understand that I am responsible for all purchases and charges made by authorized users and I agree to pay all such charges, (b) SNB may disclose information about the account to the persons I designate as an authorized user of the account and (c) by making such designation, I appoint any authorized user to be my agent for purposes of dealing with the account in the same manner as I can, and SNB may, without any liability, accept the directions or requests of any person designated as an authorized user of the account and SNB may act upon such directions or requests, including to process requests to raise the credit limit applicable to the account. I may add, terminate or change authorized users of the account by calling 1-800-347-8480 or by providing written notice to SNB at P.O. Box 555, Columbus, OH 43216. If I terminate this authority, I will attempt to retrieve the credit card from the person designated, permitted or authorized to use the account and have the card destroyed.
- (c) Unauthorized Use. If I believe or claim that any charges on the account are unauthorized, I agree to notify SNB immediately at the address indicated on my monthly statement, upon discovery and to cooperate with SNB in making a reasonable investigation of my claim. Unauthorized use does not include use by an authorized user or a person to whom I have given the credit card or authority, permission or designation to use the account, including without limitation anyone I have designated as an authorized user pursuant to the previous paragraph, and I will remain liable for any and all use by such persons.
7. CONSUMER ACCOUNT. I agree to use this account only for personal, family or household purposes and all transactions will be deemed to be for personal, family or household purposes.
8. CREDIT LIMIT. SNB will disclose my credit limit to me when the account is opened and on each monthly statement, and may increase or decrease my credit limit from time to time. I agree not to exceed the credit limit established by SNB. I understand and agree that my credit limit can be increased or decreased at the request of a

designated authorized user. SBN is not obligated to use this credit limit to purchase, authorize purchases that exceed my credit limit from time to time. I agree to pay such charges and if requested by SBN to pay amounts in excess of my credit limit immediately. I agree that I am responsible for all charges made on my account whether up to or exceeding my credit limit and regardless of whether my credit limit has been increased, including all my request, at the request of an authorized buyer or a designated authorized user, or without request.

9. **SECURITY INTEREST: SBN WILL TAKE A SECURITY INTEREST IN ALL PURCHASES.** I grant SBN a security interest under the Uniform Commercial Code in each item of merchandise purchased from Sears, Roebuck and Co., its affiliates and licensees, to the extent permitted by law, to secure only the purchase price of that item of merchandise. If I do not make payments as agreed, the security interest allows SBN to repossess only the merchandise which has not been paid for in full. I am responsible for any loss or damage to the merchandise until the price is fully paid.

10. **APPLICATION OF PAYMENTS.** For the purposes of determining SBN's security interest, payments received will be deemed to apply first to pay any unpaid insurance, returned payment charges or Finance Charge(s), and then to pay for the purchases on the account in the order in which they were made, and then to pay for any other charges. If more than one item is charged to my account on the same date, my payment will apply first to the lowest priced item(s) or as required by law.

11. **GOVERNING LAW.** This agreement and my account will be governed by and interpreted in accordance with the laws of the State of Arizona and the United States, regardless of where I live or where I use my account, except that the laws of my state of residence will apply to the security interest granted herein. This agreement entered into in Arizona and all credit under the agreement will extend from Arizona. All the terms and conditions of this agreement (including the change of terms provision, or governing law provision and the finance charge, late payment charge, returned payment charge) are deemed to be interest and material to the determination of the finance charge. This agreement is governed by Arizona Revised Statutes 44-1205 (C), (D) and (E) as amended. If any term or provision of this agreement is found to be unenforceable, it will not make any other term or provision unenforceable. Account holders with foreign or APO/FPO addresses will be deemed to be residents of the state of Arizona. In CA, to the extent applicable, the provisions of the Unruh Act, Cal. Civ. Code §1801 et. seq., shall apply. In NY, to the extent applicable, the provisions of the Retail Installment Sales Act, N.Y. Personal Property Law §401 et. seq., shall apply.

PAYMENT OPTIONS

- 12. MINIMUM PAYMENTS.** The scheduled monthly payment is based on the current New Balance on the account. The scheduled monthly payment will increase and decrease along with the balance. The minimum payment each month will equal the scheduled monthly payment plus any past due amounts appearing on my statement. I understand that the required minimum payment shown due on my monthly statement may vary from the scheduled monthly payment described below.

When the current New Balance is:		The Scheduled Monthly Payment will be:
\$		The Balance
.01 to \$	10.00	\$10.00
10.01 to	250.00	11.00
250.01 to	300.00	12.00
300.01 to	350.00	13.00
350.01 to	410.00	14.00
410.01 to	470.00	15.00
470.01 to	550.00	16.00
550.01 to	605.00	17.00
605.01 to	660.00	18.00
660.01 to	720.00	19.00
720.01 to	780.00	20.00
780.01 to	840.00	
Over 840.00—		1/42nd of the Current New Balance rounded to the next higher whole dollar amount

- I can always pay more than the required minimum payment.
13. **PAYMENTS.** All payments made by mail should be made by negotiable instruments drawn on federally or state chartered U.S. financial institutions. Payments received at the payment processing location specified on my monthly statement by 1:00 p.m. local time, on a business day, will be posted as of the date of receipt. Payments received at that location after 1:00 p.m. local time will be posted to my account the next business day. The business days of SNB are Monday through Friday, excluding federal holidays. Payments received at any other location may be delayed in posting up to five days. Any conditional check, money order or any other instrument tendered as full satisfaction of a disputed debt or containing a restrictive endorsement must be sent to SNB's address for billing error notices, shown on the front of the monthly statement.
14. **DEFERRED PAYMENT, DELAYED BILLING OPTIONS.** Deferred Payment Option. Under the Deferred Payment Option when offered,

I may purchase and charge selected merchandise or services to my account and I will not have to make monthly payments on these services or merchandise for a specified period of time; however, I will have to pay regular Finance Charges on those purchases during the period of the deferral.

Delayed Billing Option. Under the Delayed Billing Option when I am offered purchases of merchandise or services will not be billed to my account until the end of the delayed billing period. No finance charges will accrue and no minimum payment will be due on the amount of my delayed billing purchase until the end of the promotional period. If I elect this option when offered, SNB will not be required to give me advance notice before resuming or starting to bill me for regular monthly payments or Finance Charges.

FINANCE CHARGES

- ### FINANCE CHARGES
15. **FINANCE CHARGES.** If I do not pay the New Balance in full by the due date, a Finance Charge will be added to the account for the current monthly billing period. There will be no Finance Charge if the New Balance is paid in full each month. The Finance Charge will be the greater of: the minimum Finance Charge, or an amount determined by multiplying the Daily Periodic Rate of .0576% (corresponding ANNUAL PERCENTAGE RATE of 21%) by the Daily Balances (including new purchases) and adding together any such Finance Charges for each day in the billing period. For residents of PR: The daily periodic rate is .0559% (corresponding ANNUAL PERCENTAGE RATE of 20.4%).
16. **MINIMUM FINANCE CHARGE.** There will be a minimum Finance Charge of \$.50 for each billing period in which a Finance Charge is payable.
17. **HOW TO DETERMINE THE DAILY BALANCES.** To determine each day's Daily Balance SNB will take the beginning balance on the account each day (including any unpaid Finance Charges—except in PR) add any new purchases, late payment charges, returned payment charges and insurance charges, if any, and subtract any payments and credits.

OTHER FEES AND CHARGES

18. **NO ANNUAL FEE.**
19. **LATE PAYMENT CHARGE.** If I fail to pay any required minimum payment by its due date, SNB may charge and I agree to pay a late payment charge of \$20 if my balance is \$50 or more, or \$10 if my balance is less than \$50.
20. **RETURNED PAYMENT CHARGE.** If I make a payment that is returned unpaid for any reason, SNB may charge and I agree to pay a returned payment charge of \$15.00. At its option, SNB will assess

this charge the first time my payment is not honored, even if it is paid upon resubmission.

21. **ATTORNEY'S FEES:** Upon my default, SNB may charge me reasonable attorney's fees, collection costs (including expenses incurred in realizing on a security interest), and court costs where permitted by law in the state where I reside. Unless limited by law, reasonable attorney's fees will be considered to be 35% of the outstanding balance on my account when it is referred to an attorney for collection. In the following states, attorney's fees may not exceed: CO and OK: 15% of the unpaid debt, LA: 25% of the unpaid debt. In AL, SNB may charge reasonable attorney's fees when the unpaid balance exceeds \$300.00.

PHONE CALLS, CREDIT INVESTIGATION REPORTING & INFORMATION SHARING

22. **PHONE CALLS:** SNB may call me by telephone regarding this account. I agree that SNB may place such phone calls using an automatic dialing-announcing device. SNB's managers may listen to and record phone conversations between SNB's associates and me for training purposes or to evaluate the quality of SNB's service.

23. **CREDIT INVESTIGATION AND DISCLOSURE OF INFORMATION:** SNB has the right to investigate my credit, employment and income records, to verify my credit references, to report the way I pay the account to credit bureaus and other interested parties. I understand that a consumer report prepared by a consumer reporting agency may be obtained at the time I apply for my account and, if my account is approved, at any time thereafter. I have the right at any time to ask SNB whether a report was obtained and, if so, to have SNB furnish me with the name and address of the consumer reporting agency that prepared the report. If I fail to fulfill the terms of this agreement, a negative report reflecting on my credit record may be submitted to a credit reporting agency. I may notify SNB by telephone at 1-800-347-8480, if I believe SNB has reported inaccurate information regarding my account to a credit reporting agency.

24. **INFORMATION SHARING / FAIR CREDIT REPORTING ACT:** SNB and its affiliates, including Sears, may share information about me (including information obtained from credit reporting agencies) among themselves and with companies doing business for SNB or its affiliates. After Sept. 29, 1997, I may prohibit that sharing of such information (except for the sharing of information about transactions or experiences between SNB or its affiliates and me) by contacting SNB at 1-800-347-8480 and making a request.

DEFAULT AND TERMINATION

25. **EVENTS OF DEFAULT:** I will be in default of this agreement if any one of the following events occurs: (a) I do not make the required minimum payment on the account by the payment due date; (b) I provide SNB with any false or misleading information or signatures on the credit application, sales tickets or other documents and instruments; or (c) I file or someone else files on my behalf a petition under the federal bankruptcy code or any state insolvency statute; (d) SNB receives information that I am unwilling or unable to perform the terms or conditions of this agreement; (e) SNB receives information from third parties, including credit reporting agencies, which indicate a serious delinquency or charge-off against me with other creditors; or (f) I become the subject of attachment, foreclosure, repossession, lien, judgment or garnishment proceedings.
26. **ENFORCEMENT:** If I default, SNB may (subject to applicable laws) terminate or suspend my credit privileges under this agreement; change the terms of my account and this agreement; require me to pay my entire account balance including all accrued but unpaid charges immediately; and sue me for what I owe.
27. **FAILURE TO ENFORCE IS NOT A WAIVER:** Any failure or delay by SNB in enforcing strict performance of this agreement, including, but not limited to, accepting late or partial payments, shall not be considered a waiver of any of the terms of this agreement or any of SNB's rights.
28. **WAIVER OF LIEN ON DWELLING:** SNB gives up any right to retain or acquire any lien which SNB might be automatically entitled to by law on my principal dwelling. This does not apply to a lien created by a court judgment.
29. **SNB'S REMEDIES IN EVENT OF DEFAULT:** If I default in my obligations under this agreement, SNB may utilize any and all remedies to which it is entitled by law; SNB may also refer my account to a collection agency or attorney.

FUTURE CHANGES

30. **CHANGE OF TERMS - CANCELLATION:** As permitted by law, SNB has the right to change any term or part of this agreement, including the rate of Finance Charge, applicable to current and future balances. SNB will send me a written notice of any such changes when required by law. SNB also has the right to cancel this agreement as it relates to future purchases or other charges at any time. I agree to return all credit cards to SNB upon notice of such cancellation.
31. **CHANGE OF RESIDENCE:** If I change my residence, I will inform SNB.

ASSIGNMENT

32. **ASSIGNMENT OF ACCOUNT - PROTECTION OF BUYER'S RIGHTS:** I understand this account or any interest or amount owed under this account may be sold or assigned by SNB to another creditor without further notice to me. If so, the notice below, which is required by Federal law, is intended to protect any claim or right I have against SNB and such holder or assignee.

CONSUMER NOTICES

33. **NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS OR SERVICE OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**
34. **LIABILITY FOR UNAUTHORIZED USE:** I may be liable for the unauthorized use of my account. I will not be liable for unauthorized use that occurs after I notify SNB of the loss, theft or possible unauthorized use. I must give notification immediately upon discovery of the loss or theft or possible unauthorized use by calling SNB or writing SNB at the address indicated on my periodic statement. My liability for unauthorized use of my account will not exceed \$50.
35. **NOTICES TO BUYERS: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS AN EXACT COPY OF THE AGREEMENT YOU SIGN. 2. YOU ARE ENTITLED TO A BLANK SPACE. 3. YOU ARE ENTITLED TO A FULL AMOUNT DUE. 4. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.**
36. **CA—A TRANSLATION OF THIS AGREEMENT IN THE SPANISH LANGUAGE IS AVAILABLE UPON REQUEST. UNTRANSLATED DE ESTE CONVENIO EN EL LENGUAJE ESPAÑOL ESTA A DISPOSICION SI LA SOLICITA.**
37. **CT—UNDER THE LAW, YOU HAVE THE FOLLOWING RIGHTS AMONG OTHERS: (A) TO REDEEM THE PROPERTY IF REPOSESSED FOR A DEFAULT; (B) TO REQUIRE, UNDER CERTAIN CONDITIONS, A RESALE OF THE PROPERTY IF REPOSESSED.** SEARS NATIONAL BANK, TEMPE, AZ 85

I HAVE RECEIVED A COPY OF THIS ACCOUNT AND SECURITY AGREEMENT, (CT-RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT; NY-RETAIL INSTALLMENT CREDIT AGREEMENT).

STATEMENT OF CREDIT 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 to us on a separate sheet at the address listed on your bill where it says, "Mail billing error notice to." Write 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 not sure about.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

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

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your 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 we report you to that you have a question about your bill, and we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is settled.

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 us, you may have the right not to pay the remaining amount due on the property or services.

AT SEARS YOUR SATISFACTION IS GUARANTEED

If you have a billing error question on a monthly statement, we'd be happy to have you phone us. However, if you wish to take advantage of your rights under the Fair Credit Billing Act, you must write us on a separate sheet, include your name, account number, dollar amount and explanation of the suspected error and mail it to the Sears address shown on your current monthly statement.

IMPORTANT CREDIT TERMS

You are not required to accept the account and are not required to pay any fee or charge unless you use the account.

Annual Percentage Rate	The annual percentage rate is 21%.
Minimum Finance Charge	A minimum monthly finance charge of \$50 for each month a finance charge is due.
Late Payment Fees	\$20.00 if my balance is \$50.00 or greater, and \$10.00 if my balance is less than \$50.00.
Grace Period to Repay Balance	You have 30 days from your billing date to repay your balance before being charged a finance charge.
Balance Calculation Method For Purchases	The Average Daily Balance method (including new purchases.)
Annual Fees	None

File Number 132000424

Media Number 04320001163

Account Number 5121079703267440

PROVIDER LVNV FUNDING, LLC, ASSIGNEE OF SEARS

PAGE 1

ACCT#5121079703267440

BAL 9764.26

C/O DT 04/27/04

LPYMT DT 09/17/03

NAME WILLIAM RANDOLPH

ADDR 1063 TREASURE LK

CITY ST ZIP DU BOIS

PA 15801

HMPH 8143750422 WKPH 8143750422 SSN XXX-XX-8300

*SFG-ACCTID *SFG-PORTF-ID *SFG-BATCH-ID *SFG-POOL

*SFG-CARD-TYPE

87725999 3673

40314 SMC

*SFG-MERCHANT

SEARS - SEARS

*SFG-SSN *SFG-DOB

*SFG-PREFIX *SFG-F-NAME

*SFG-ACCT-NO
5121079703267440

XXX-XX-8300

WILLIAM

*SFG-L-NAME

*SFG-SUFFIX

RANDOLPH

*SFG-ADDR1

1063 TREASURE LK

*SFG-ADDR2

*SFG-CITY

*SFG-ST

DU BOIS

PA

*SFG-ZIP

*SFG-HOME-PH

*SFG-WORK-PH

*SFG-WIRELESS-PH

15801

8143750422

8143750422

*SFG-OTHER-PH

*SFG-POE

*SFG-POE-ADDR

*SFG-CO-DEB-SSN *SFG-CO-DEB-DOB

XXX-XX-0000

*SFG-CO-DEB-PREFIX *SFG-CO-DEB-FIRST-NAME

*SFG-CO-DEB-LST-NAME

*SFG-CO-DEB-SUFFIX

*SFG-CO-DEB-ADDR

*SFG-CO-DEB-ADDR2

*SFG-CO-DEB-CITY

*SFG-CO-DEB-ST *SFG-CO-DEB-ZIP *SFG-CO-DEB-HM-PH *SFG-CO-DEB-WK-PH

*SFG-CO-DEB-WIRELESS-PH *SFG-CO-DEB-OTH-PH

*SFG-CO-DEB-POE

*SFG-CO-DEB-POE-ADDR1

*SFG-ORG-DT *SFG-ORG-AMT

3/1/1989

*SFG-ORG-BAL

*SFG-CREDIT-LIMIT

*SFG-LST-PYMT-DT

9764.26

9/17/2003

*SFG-LST-PYMT-AMT

*SFG-LST-PURCH-DT *SFG-LST-PURCH-AMT

*SFG-CHGOF-DT

168

*SFG-CHGOF-BAL

*SFG-PRIN-BAL

*SFG-ACC-INT

4/27/2004

9764.26

9764.26

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*SFG-OTH-BAL

*SFG-INT-EFF-DT

6/13/2004

*SFG-PUTBACK-DED *SFG-COMM-RATE *SFG-SETLMT-RATE *SFG-BNKR-DIS-DT *SFG-DECEASED-DT

0/31/

0.25

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

LVNV FUNDING, LLC
ASSIGNEE OF SHERMAN ACQUISITION
ASSIGNEE OF
SEARS, ROEBUCK AND CO.
15 South Main Street
Greenville, SC 29601

Plaintiff

vs.

WILLIAM RANDOLPH
JOSEPHINE D. RANDOLPH
1063 Treasure Lake
DuBois, PA 15801,

Defendants

NO. 05-1216-C.D.

Type of Case: Civil

Type of Pleading: Answer with
Counterclaims

Filed on behalf of: Defendant,
Josephine D. Randolph
Counsel of Record for this Party:
David P. King, Esquire
23 Beaver Drive
P. O. Box 1016
DuBois, PA 15801
(814) 371-3760

Supreme Court No. 22980

FILED ^{2cc}
01:10:35 PM
SEP 09 2008
Amy King
W

William A. Shaw
Prothonotary/Clerk of Courts

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

LVNV FUNDING, LLC	:	
ASSIGNEE OF SHERMAN ACQUISITION	:	
ASSIGNEE OF	:	
SEARS, ROEBUCK AND CO.	:	
15 South Main Street	:	
Greenville, SC 29601	:	
Plaintiff	:	
vs.	:	NO. 05-1216-C.D.
WILLIAM RANDOLPH	:	
JOSEPHINE D. RANDOLPH	:	
1063 Treasure Lake	:	
DuBois, PA 15801	:	
Defendants	:	

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 twenty (20) days after this Answer with Counterclaims 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 Answer with Counterclaims or for any other claim or relief requested by the Defendant. You may lose money or property or other rights important to you.

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

Court Administrator
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

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

LVNV FUNDING, LLC	:	
ASSIGNEE OF SHERMAN ACQUISITION	:	
ASSIGNEE OF	:	
SEARS, ROEBUCK AND CO.	:	
15 South Main Street	:	
Greenville, SC 29601	:	
Plaintiff	:	
vs.	:	NO. 05-1216-C.D.
	:	
WILLIAM RANDOLPH	:	
JOSEPHINE D. RANDOLPH	:	
1063 Treasure Lake	:	
DuBois, PA 15801	:	
Defendants	:	

ANSWER

AND NOW, comes the Defendant, JOSEPHINE D. RANDOLPH, through her Attorney,
David P. King, and responds to Plaintiff's Complaint as follows:

1. Admitted.
2. Admitted.
3. The averments in Plaintiff's Paragraph 3 are admitted as to the identity of the Defendant, JOSEPHINE D. RANDOLPH, and her address, but denied in that the same infers that she has any liability in this matter for the reasons as set forth hereafter.
4. It is denied specifically and vehemently that the Defendant, JOSEPHINE D. RANDOLPH, was issued an open end credit card account.
5. It is further denied that the Defendant, JOSEPHINE D. RANDOLPH, used and utilized such charge card for the purchase of products, goods or services.
6. It is denied that the Defendant, JOSEPHINE D. RANDOLPH, was supplied copies of Statements of Account showing debits and credits for transactions. In fact, Exhibit "B" of Plaintiff's Complaint as served upon the Defendant shows nothing

on Exhibit "B". Notwithstanding, Defendant has no liability under the credit card account.

7. The averments in Plaintiff's Paragraph 7 are denied in that the same infers that the Defendant, JOSEPHINE D. RANDOLPH, has any liability whatsoever in this matter for the reasons as set forth above and hereafter.

8. The averments in Plaintiff's Paragraph 8 are denied in that the same infers that the Defendant, JOSEPHINE D. RANDOLPH, has any liability in this matter for reasons as set forth above and hereafter, and further, for the same said reasons, the terms and conditions set forth in Exhibit "A" do not apply to the Defendant, JOSEPHINE D. RANDOLPH.

9. The averments in Plaintiff's Paragraph 9 are denied in that the same infers that the Defendant, JOSEPHINE D. RANDOLPH, has any liability whatsoever in this matter for the reasons as set forth above and hereafter.

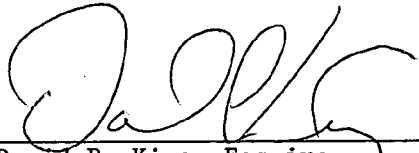
10. It is denied that the Defendant, JOSEPHINE D. RANDOLPH, has any liability for attorney's fees or any other amounts for the reasons as set forth above and hereafter.

11. The averments in Plaintiff's Paragraph 11 are denied for the reasons as set forth above and hereafter.

12. Except for a recent Statement, no demand for payment has ever been made upon the Defendant, JOSEPHINE D. RANDOLPH.

13. The Defendant, JOSEPHINE D. RANDOLPH, avers that because of her Counterclaim hereafter, the amount in controversy exceeds arbitration limits, and a Jury Trial is demanded.

WHEREFORE, the Defendant, JOSEPHINE D. RANDOLPH, prays that the Plaintiff's Complaint be dismissed, denied and otherwise find judgment in her favor as against the Plaintiff.

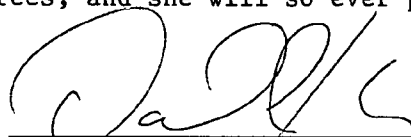

David P. King, Esquire
Attorney for Defendant,
Josephine D. Randolph

COUNTERCLAIM I

The Defendant, JOSEPHINE D. RANDOLPH, hereby Counterclaims in this matter against the Plaintiff, and in support thereof avers as follows:

1. The averments in Defendant's Answers that appear in Paragraphs 1 through 13 above are hereby incorporated by reference as if fully set forth.
2. The Defendant, JOSEPHINE D. RANDOLPH, has never applied for, signed for, requested or otherwise utilized the credit card account of the Defendant, WILLIAM RANDOLPH.
3. In fact, the Defendant is well aware of the same, and possesses no documentation or evidence to the contrary.
4. The Defendant, JOSEPHINE D. RANDOLPH, believes that the Plaintiff is well aware of the same, or should be aware of the same, but have named her as a Defendant herein in an attempt to collect a debt that Plaintiff knows is not owed by the Defendant, JOSEPHINE D. RANDOLPH, and is perhaps only owed by the Defendant, WILLIAM RANDOLPH.
5. The Defendant, JOSEPHINE D. RANDOLPH, believes that the actions of the Plaintiff amount to an unfair trade practice contrary to the laws of the Commonwealth of Pennsylvania.

WHEREFORE, the Defendant, JOSEPHINE D. RANDOLPH, prays your Honorable Court to enter an Order in her favor and against the Plaintiff for all civil penalties that may apply, as well as Attorney's fees, and she will so ever pray.



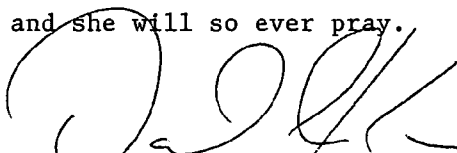
David P. King, Esquire
Attorney for Defendant,
Josephine D. Randolph

COUNTERCLAIM II

6. The averments in Defendant, JOSEPHINE D. RANDOLPH's Answer and Counterclaim I as set forth above are hereby incorporated by reference as if fully set forth.

7. For the reasons stated, the Defendant, JOSEPHINE D. RANDOLPH, believes that the Plaintiff has engaged in malicious use of the civil process contrary to the laws of the Commonwealth of Pennsylvania.

WHEREFORE, the Defendant, JOSEPHINE D. RANDOLPH, prays your Honorable Court to enter judgment in her favor for all civil penalties as are applicable, as well as Attorney's fees and costs incurred, and she will so ever pray.



David P. King, Esquire
Attorney for Defendant,
Josephine D. Randolph

I verify that the statements made in this Answer and Counterclaims are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Date: September 8, 2005


Josephine D. Randolph
Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

LVNV FUNDING LLC.,
ASSIGNEE OF SHERMAN ACQUISITION,
ASSIGNEE OF SEARS, ROEBUCK AND CO.,
Plaintiff

vs.

WILLIAM RANDOLPH
JOSEPHINE D. RANDOLPH,
Defendants

No. 05 - 1216 CD

CIVIL ACTION - LAW

STIPULATION FOR DISCONTINUANCE

NOW, this 16th day of September, 2005, it is hereby stipulated by Andrew C. Spears, Attorney for plaintiff LVNV Funding, LLC., Assignee of Sherman Acquisition, Assignee of Sears, Roebuck and Co, and David P. King attorney for William and Josephine Randolph, that the above captioned action may be discontinued with prejudice as to Defendant Josephine D. Randolph, and further that the counterclaim filed by Defendant Josephine D. Randolph be discontinued with prejudice. The respective attorneys for their respective clients do hereby authorize and direct the Prothonotary to mark the above captioned action discontinued against defendant Josephine D. Randolph only, which discontinuance shall be marked with prejudice, and mark the counterclaim filed by Josephine D. Randolph against plaintiff discontinued, which discontinuance shall be marked with prejudice.

IN WITNESS WHEREOF, Andrew C. Spears, Attorney for plaintiff LVNV Funding, LLC., Assignee of Sherman Acquisition, Assignee of Sears, Roebuck and Co, and David P. King attorney for William and Josephine Randolph hereunto executed this stipulation for discontinuance, the day and year first above written.

Witness:



Margaret J. Thompson

Andrew C. Spears
Andrew C. Spears, Esq.

David P. King
David P. King, Esq.

FILED
m/b:1761
SEP 20 2005

William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES
WOLPOFF & ABRAMSON, L.L.P.
ATTORNEYS IN THE PRACTICE
OF DEBT COLLECTION

4660 TRINDLE ROAD

THIRD FLOOR

CAMP HILL, PA 17011

717-303-6700

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100737
NO: 05-1216-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: LVNV FUNDING, LLC

vs.

DEFENDANT: WILLIAM RANDOLPH and JOSEPHINE D. RANDOLPH

SHERIFF RETURN

NOW, August 22, 2005 AT 10:00 AM SERVED THE WITHIN COMPLAINT ON WILLIAM RANDOLPH DEFENDANT AT 1063 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOSEPHINE RANDOLPH, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

FILED

9/9:08 AM
DEC 21 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100737
NO: 05-1216-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: LVNV FUNDING, LLC

vs.

DEFENDANT: WILLIAM RANDOLPH and JOSEPHINE D. RANDOLPH

SHERIFF RETURN

NOW, August 22, 2005 AT 10:00 AM SERVED THE WITHIN COMPLAINT ON JOSEPHINE D. RANDOLPH DEFENDANT AT 1063 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOSEPHINE D. RANDOLPH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100737
NO: 05-1216-CD
SERVICES 2
COMPLAINT

PLAINTIFF: LVNV FUNDING, LLC

vs.

DEFENDANT: WILLIAM RANDOLPH and JOSEPHINE D. RANDOLPH

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	912457	20.00
SHERIFF HAWKINS	WOLPOFF	918867	39.39

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING LLC.,
ASSIGNEE OF SHERMAN ACQUISITION,
ASSIGNEE OF SEARS, ROEBUCK AND CO.,
Plaintiff

vs.

WILLIAM RANDOLPH
Defendant

NO. 05-1216-CD

CIVIL ACTION - LAW


PRAECIPE TO LIST FOR ARBITRATION

To the Prothonotary:

Kindly list the above captioned matter for Arbitration.

Respectfully Submitted,

W&A # 132000424



Amy F. Doyle #87062
Daniel F. Wolfson #20617
Philip C. Warholc #86341
Andrew C. Spears #87737
David R. Galloway #87326
Tonilyn M. Chippie #87852
Ronald M. Abramson #94266
Ronald S. Canter #94000
Bruce H. Cherkis #18837
WOLPOFF & ABRAMSON, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Rd., 3rd Floor
Camp Hill, PA 17011
(717) 303-6700

FILED 2cc
m 12:43 PM Any
MAR 20 2006 Any pd. 20.00
William A. Shaw
Prothonotary/Clerk of Courts (GK)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING LLC.,
ASSIGNEE OF SHERMAN ACQUISITION,
ASSIGNEE OF SEARS, ROEBUCK AND CO.,
Plaintiff

vs.

WILLIAM RANDOLPH
Defendant


: NO. 05-1216-CD
:
:
:
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:
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:
:
:

CIVIL ACTION - LAW

CERTIFICATE OF SERVICE

I, Andrew C. Spears, Esquire, do hereby certify that I served a copy of Plaintiff's
Praecipe to List for Arbitration, upon Defendant's Counsel by First Class Mail, Postage Pre-Paid,
a copy thereof on this 15th day of March, 2006, to:

DAVID KING, ESQUIRE
P.O. BOX 1016
23 BEAVER DRIVE
DUBOIS, PA 15801



Amy F. Doyle #87062
Daniel F. Wolfson #20617
Philip C. Warholc #86341
Andrew C. Spears #87737
David R. Galloway #87326
Tonilyn M. Chippie #87852
Ronald M. Abramson #94266
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Bruce H. Cherkis #18837
WOLPOFF & ABRAMSON, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Rd., 3rd Floor
Camp Hill, PA 17011
(717) 303-6700

W&A # 132000424

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC
ASSIGNEE OF SHERMAN ACQUISITION,
ASSIGNEE OF SEARS, ROEBUCK & CO.
Plaintiff

NO. 05-1216-CD

CIVIL ACTION - LAW

vs.

WILLIAM RANDOLPH
Defendant

FILED

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discussed to
JUN 26 2008 Atty Warholc
UN

PRAECIPE TO DISCONTINUE

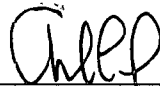
William A. Shaw
Prothonotary

To the Prothonotary:

Kindly mark the above captioned matter as Discontinued

Respectfully Submitted,

W&A # 132000424



Amy F. Doyle #87062
Daniel F. Wolfson #20617
Philip C. Warholc #86341
Andrew C. Spears #87737
David R. Galloway #87326
Tonilyn M. Chippie #87852
Ronald M. Abramson #94266
Ronald S. Canter #94000
Bruce H. Cherkis #18837
WOLPOFF & ABRAMSON, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Rd., 3rd Floor
Camp Hill, PA 17011
(717) 303-6700

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

LVNV Funding, LLC
Sherman Acquisition
Sears, Roebuck and Co.

Vs.

No. 2005-01216-CD

William Randolph
Josephine D. Randolph

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 26, 2006, marked:

Discontinued

Record costs in the sum of \$105.00 have been paid in full by Philip C. Warholic Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 26th day of June A.D. 2006.



William A. Shaw, Prothonotary

RECEIVED
PROTHONOTARY'S OFFICE
101271010
WILLIAM A. SHAW
PROTHONOTARY/CLERK OF COURTS

Law Offices
DAVID P. KING
P.O. Box 1016
23 Beaver Drive
DuBois, PA 15801

6-20-06
Sp. to Jason
atty Spears assistant
no arb. w/ the
necessary
cert. of
discont. w/
pe filed
Phone (814) 371-3760
Telecopier (814) 371-4874

David P. King, Esq.

June 16, 2006

Ronda J. Wisor, Deputy Court Administrator
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830

Re: LVNV Fundings LLC., Assignee of Sherman Acquisit
Assignee of Sears, Roebuck and Co. vs. William R
No. 05-1216-CD

Please
Keep this
letter in
the file.
TX Ronda

Dear Ronda:

We recently received your letter and notice that Arbitration on the above mentioned is to be held on August 31, 2006. It is likely I received this because your docket shows that I am an Attorney of Record.

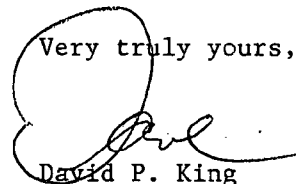
However, this case was originally filed against William Randolph and Josephine D. Randolph. I filed an Answer on behalf of Josephine D. Randolph only. I filed nothing on behalf of Mr. Randolph nor have I entered my appearance on his behalf.

The cause of action against Mrs. Randolph was terminated after we filed a Counterclaim, and entered into a Stipulation with plaintiff's Counsel that the case as to her as a defendant should be discontinued. In turn and as part of that Stipulation we dropped her Counterclaim against the plaintiff.

In any event, I will not be attending the Arbitration hearing, as I do not represent Mr. Randolph for the reasons as set forth above. By way of further information, however, Mr. Randolph died several months ago. Although this is not first hand knowledge, it is my understanding that there were no probate assets, and that there was no estate opened for him to my knowledge.

I will send a copy of this letter to the plaintiff's Counsel for informational purposes. I will be closing my file again on this also.

Very truly yours,


David P. King

DPK:pp

cc: Andrew C. Spears, Esquire