

05-1293-CD

Colonial Credit vs Leslie Wood

Colonial Credit Corp. et al vs Leslie Wood  
2005-1293-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Colonial Credit Corporation  
(Plaintiff)

CIVIL ACTION

PO Box 1852  
(Street Address)  
Rockville, MD 20849  
(City, State ZIP)

No. 05-1293-CD

Type of Case: Civil

Type of Pleading: Complaint

vs.

Leslie Wood  
(Defendant)  
518 W. LOCUST ST.  
(Street Address)  
Clearfield, PA 16830  
(City, State ZIP)

Filed on Behalf of:

Colonial Credit Corporation  
(Plaintiff/Defendant)

FILED *Aug 24 2005*  
*1000 AM*  
AUG 24 2005 1000 AM  
1000 AM

William A. Shaw  
Prothonotary/Clerk of Courts

Wolpoff & Abramson  
(Filed by)  
4600 Thindle Rd. Third Floor  
Camp Hill, PA 17011  
(Address)  
(717)303-6700  
(Phone)

Philip C. Wanklin  
(Signature)

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

COLONIAL CREDIT CORPORATION	:	NO.
ASSIGNEE OF NEW CENTURY FINANCIAL	:	
SERVICES,	:	
ASSIGNEE OF CHASE MANHATTAN BANK	:	
P.O. BOX 1852	:	
ROCKVILLE, MD 20849-1852	:	
Plaintiff	:	
VS.	:	CIVIL ACTION - LAW
LESLIE WOOD	:	
518 W LOCUST ST	:	
CLEARFIELD PA 16830	:	
Defendant(s)	:	

## 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 páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Usted 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 las demandas en corta de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y pedirá entrar una orden contra usted sin previo aviso o notificación y por cualquier queja o alivio que es pedido en la petición de demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO 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 ASISTENCIA 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

COLONIAL CREDIT CORPORATION	:	NO.
ASSIGNEE OF NEW CENTURY FINANCIA	:	
SERVICES,	:	
ASSIGNEE OF CHASE MANHATTAN BANK	:	
P.O. BOX 1852	:	
ROCKVILLE, MD 20849-1852	:	
Plaintiff	:	
VS.	:	CIVIL ACTION - LAW
LESLIE WOOD	:	
518 W LOCUST ST	:	
CLEARFIELD PA 16830	:	
Defendant(s)	:	

## COMPLAINT

Now comes the Plaintiff, COLONIAL CREDIT CORPORATION , 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, COLONIAL CREDIT CORPORATION  
ASSIGNEE OF NEW CENTURY FINANCIA  
SERVICES,  
ASSIGNEE OF CHASE MANHATTAN BANK  
P.O. BOX 1852  
ROCKVILLE, MD 20849-1852

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

2. Defendant, LESLIE WOOD , is an adult individual with a last known address of

518 W LOCUST ST  
CLEARFIELD PA 16830

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 \$ 3648.86.

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 18.00%. 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 \$ 131.36.

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 \$ 729.77.

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 \$ 3648.86, plus attorneys fees in the amount of \$ 729.77, plus interest in the amount of \$ 131.36, 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	#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. Cherkis #18837  
Philip C. Warholic #86341  
Ronald M. Abramson #94266  
Ronald S. Canter #94000  
Donald P. Shiffer #89451  
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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

116167

**EXHIBIT "A"**

## MASTERCARD® and VISA® CARDMEMBER AGREEMENT

### GENERAL TERMS

1. Meaning of Words Used in This Agreement. "Agreement" means this document and the Pricing Schedule which appears on the reverse side of your card carrier containing your credit card, as either may be amended from time to time. The numbered Boxes referenced in this Agreement are located in the Pricing Schedule. In this Agreement, "you", "your", or "yours" means each person who applied for the Visa or MasterCard Account. "We", "us" or "our" means Chase Manhattan Bank USA, National Association. "Account" means the Visa or MasterCard Account for which you were issued cards and checks imprinted with your Account Number. "Authorized User" means any person to whom you have given permission to use your Account. "Card" means the Visa or MasterCard card(s) issued in connection with your Account. "Check" means Chase Convenience Checks. "ATM" means Automated Teller Machine. "Chase check" means a check drawn on Chase Manhattan Bank USA, National Association or one of its affiliates. "Seller" means any merchant, insurance company or its agent or broker.

2. Services of This Account. This Account may be used for Purchases from any Seller that accepts the Card and for Advances.

3. To Use Your Card. You must sign the panel on the back of your Card. Authorized Users of any additional Card(s) should sign their names on the panel on the back of those Cards. For Purchases, you will have to sign a sales slip that has your name, the Seller's name, and your Account number on it, unless you let the Seller complete the sales slip for you.

4. Your Responsibilities for This Account. You become responsible for Purchases when we receive any type of notice that you or an Authorized User have used the Account. You are responsible for all amounts owed on this Account. Authorized Users may be required to repay the amount owed for the charges they make.

5. Your Credit Line. Your credit line is the most you may owe on your Account at any time. You will be told the amount of your credit line. You may not use your Account in any way that would cause you to go over your credit line. You may also be asked to immediately pay for any amount over your credit line. We may change your credit line or separate the amount of your credit line into available credit for Purchases and Advances. If the credit line is changed or limited, you will be notified.

6. Overlimit Fee. If your Account balance (including any Finance Charges and any fees and charges owed on your Account) is over your credit line at the end of a billing cycle, there will be an Overlimit Fee as disclosed in Box 10. This fee will be imposed only once during the billing cycle, but will be imposed in each billing cycle that you are over your credit line even if we authorize the transaction which causes your credit line to be exceeded.

7. Annual Fee. If there is an Annual Fee to the Account, you will be told the Annual Fee disclosed in Box 7 whether or not you have used the Account. Your Annual Fee has been waived. It will be billed when the waiver period has ended, and will then continue to be billed on an annual basis. The Annual Fee is non-refundable.

8. Payments. All payments must be made and received by us in accordance with the payment instructions that appear on your monthly statements. Payment must be in United States Dollars and drawn on a United States financial institution or the United States Postal Service. If you have indicated "paid in full" or any similar wording or other endorsement on your payment check, and the check is accepted by us, you will still be responsible for any balance that may remain on your Account. In our sole discretion we will decide how to apply your payments. Although we post your payments as of the business day we receive them as described on your statements, your Total Available Credit may not be restored for up to 15 days after we post your payment.

9. Returned Payment Fee. You will be charged the fee disclosed in Box 10 for each check or payment instrument given in payment which is returned to us or which we cannot process under our normal operating procedures.

10. Minimum Payment. You may pay either the Minimum Payment or any amount due that is up to the New Balance. Your Minimum Payment must be made by the Payment Due Date shown on your statement. Your Minimum Payment is calculated by taking the New Balance and deducting any amounts which you have properly notified us are in dispute. Read "Notice in Case of Errors or Inquiries About Your Bill" for more information.

11. Late Payment Fee/Charge. There will be a Late Payment Fee/Charge in the amount disclosed in Box 10 if you do not make the Minimum Payment by the Payment Due Date shown on your statement.

12. If Your Cards or Checks are Lost or Stolen. If someone used your Card(s) or Checks without your permission or if they are lost or stolen, contact us immediately. You may call or write. Call toll free 1-800-648-9911 anytime from all 50 states, Washington, D.C., Puerto Rico, and the U.S. Virgin Islands. Write in P.O. Box 3072, New Hyde Park, New York 11040. You may be liable for the unauthorized use of your Card(s) in an amount not to exceed \$50 in any case where your Card(s) are lost or stolen and you fail to contact us within twenty-four (24) hours. You will not be liable for such unauthorized use if you contact us in the manner described immediately above within the twenty-four (24) hour time limit or before the unauthorized use occurs.

13. If Your Card or Check Is Refused. We are not responsible if a Clerk, Bank or ATM refuses to honor your Card or Check. Although you

may have credit available, we may be unable to authorize credit for a particular transaction due to operational difficulties.

Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions you make in one day may be limited by us. This is done for security reasons, and as such, the details of how the authorization system works are not listed in this Agreement. Neither we nor our agents will be responsible if authorization for a transaction is not given. If your Account is over-limit or delinquent, credit authorization for transactions may be declined.

14. Monthly Statements. Each month there is a debit or credit balance of more than \$1, or a Finance Charge has been imposed on your Account, we will mail you a statement.

15. Sales Slip or Duplicate Statement Fee. You will be charged the fee disclosed in Box 10 for each original or copied sales slip and duplicate statement you request. The fee is not owed if a request for such a document reveals a billing error or unauthorized use on your Account as defined by the Federal Reserve Board's Regulation Z.

16. Billing Errors. If you have a dispute about your Account, notify us as soon as possible. Please read the notice "In Case of Errors or Inquiries About Your Bill." This notice explains your legal rights about billing errors and defenses under Federal Law and how you must notify us. If any adjustment is made, we will credit your Account.

17. Currency Conversion. If you incur a charge in a foreign currency, the charge will be converted by MasterCard International, Inc. or Visa International, as appropriate, into a U.S. dollar amount. MasterCard International, Inc. or Visa International will use the conversion procedures published from time to time to its members at the time that the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is either (1) a wholesale market rate or (2) a government-mandated rate in effect on the day prior to the processing date, increased by one percent in each case. MasterCard International, Inc. or Visa International, as appropriate, retains this one percent as compensation for performing the currency conversion service. The currency conversion rate used on the processing date may differ from the rate in effect on the transaction date or the posting date.

lization to Provide Information. As permitted by law, you us to provide information on you and your Account to our affiliates and others, and to non-Chase companies whose name or mark may appear on the Cards, including information that may be used to offer insurance and investment products to you. Complete details regarding our rights to share information will be provided to you after your Account is established.

19. Disputing Account Information Reported to Credit Bureaus. We furnish information about your Account to credit bureaus. You have the right to dispute the accuracy of the information reported by writing to us at P.O. Box 15821, Wilmington, DE 19850-5821.

20. Changing the Terms of this Agreement. We may change any

of the terms of this Agreement in accordance with the law. We will notify you by mail of any such changes as required. Any changes to this Agreement can apply to all outstanding unpaid indebtedness and any new transactions on your Account. We may sell or transfer your Account and any amounts owed on your Account to another person at any time. If we do, this Agreement will be in effect and any successor will have our rights in this Agreement to the extent assigned.

21. Default and Collection Costs. If you do not make a payment when it is due, or if you do not follow the terms of this Agreement, we may, as permitted by law: 1) cancel your credit privileges and require you to pay the unpaid balance immediately; 2) require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we place your Account to be six or more billing cycles past due; and 3) require to pay reasonable attorney's fees and any court costs in the collection of amounts you owe under this Agreement.

22. Cancellation. We may close your Account at any time and responsible for repaying all purchases, Advances or other charges that are still due on your Account. Your Card (or Cards), if letting you use your Account, it may not be issued. The Cards), you must return them. Any balance due under this Agreement that may be provided from time to time on your Account are not part of this Agreement and may be closed at any time without notice or cause.

23. Governing Law. This Agreement is governed by the law of the United States and the State of Delaware. Any dispute arising from this Agreement will be resolved by those laws.

## TERMS FOR BALANCE TRANSFERS

Balance Transfers. From time to time, we may offer you special rates and terms for balance transfers using special checks or other written request forms we provide or verbal requests to such transfers which we agree to honor (referred to as "Balance Transfers" to purposes this Agreement). If we do, we will advise you of the promotional terms, how long they will be in effect, the balances to which they will apply, and the rates that will apply after the special rates end. If a special rate is variable, then the "Variable Rate" provisions of this Agreement (including Pricing Schedule) will apply. The "Preferred Customer Pricing Eligibility" provisions of the Agreement will not apply to any such rate. Such transfers will not be eligible for the grace period for purchases, except as otherwise stated in the terms of any Balance Transfer offer made to you. Unless we tell you otherwise at the time we make the offer, any Balance Transfer transaction that is offered and accepted during a reduced rate period in connection with our approval of your application and opening of your Account will be referred to as a "Transferred Balance" and will have grace period. After the reduced rate period, Transferred Balances and Purchases will be combined and treated as Purchases to all purposes under the Agreement. At all other times, unless tell you otherwise at the time we make the offer, the special rates will apply only to Purchases Advance balances dated on or after the date the Balance Transfer transaction is posted to your account ("Current Purchases" and "Current Advances"). All other Purchases and Advances ("Prior Purchases" and "Prior Advances") will be subject to the same terms in effect when you accepted prior. When used anywhere else in the Agreement (other than in the Pricing Schedule), transfers and Advances mean both Prior and Current Purchases and Advances. After Prior Purchases and Prior Advances on your Account are zero, your statements will reflect only Current Purchases and Current Advances, which will then be labeled Purchases and Advances respectively. A check or other form of transfer to a Balance Transfer transaction is used to pay any amounts due to any Chase Manhattan Bank or company, is made payable to cash, is received by us posted to your Account after the expiration date of the gift, or is otherwise used in a way that is not transfer balance, you owe to Chase Manhattan Bank or your Account, we reserve the right to to honor that Balance Transfer transaction as to treat it as an Advance.

## TERMS FOR ADVANCES

1. Advances. An Advance is a cash loan or similar transaction may take an Advance as follows: 1) Using your Checks. These may only be used by the person(s) whose names are pre-printed on Checks. We will not cash these Checks. 2) Using any of our ATMs or ATM which may be provided to you use by another financial institution or company. 3) Using a Cash Advance slip. Cash Advance slips may be obtained from any of our branches or from any bank that accepts the Card. 4) Using the official check mailed to you in response to your request. 5) Using any other service that may be connected to your savings or checking accounts, which may be offered by us, that allows you to take Advances on this Account. 6) Entering into transactions that involve the purchase of items convertible to cash or similar transactions which we may treat as Advances, including but not limited to wire transfers, money orders, travelers cheques, gaming transactions, and tax payments. Advances may also be referred to as Cash Advances or Cash.

2. Declined Check Fee. You will be charged the fee disclosed in Box 10 for each Convenience Check or Balance Transfer Check issued which

cannot be processed because you are over your credit line or would be if such check were processed, or your Account is delinquent or closed.

3. Stop Payment Fee. You will be charged the fee disclosed in Box 10 for each request you make for us to stop payment on a Check or other form of Advance we make on your behalf or to cancel a stop payment request. You must provide us with any information we reasonably require in order to process your stop payment or cancellation request. We do not have to honor any stop payment or cancellation request unless we have a reasonable opportunity to act on it before the Check or other form of

4. Limits on Advances. For Advances taken from an ATM, there is a limit for each transaction and a daily limit that you may use.

5. Service Charge/Transaction Fee for Advances. For each Advance, there will be a Transaction Fee as disclosed in Box 9. Any minimum and maximum Transaction Fees are also disclosed in Box 9. The total amount of Transaction Fees will be shown in the disclosure portion of your statement. Transaction Fees are part of the Finance Charge. The addition of Transaction Fees may cause the Annual Percentage Rate on Advances to exceed the nominal Annual Percentage Rate shown on your statement.

6. Our Responsibilities to Honor Checks. We may not accept your checks if: 1) by paying a Check or Chase check you would go over your credit line; 2) your Check or payment check is postdated; 3) your Cards or Checks have been reported lost or stolen; 4) your Account has been canceled or has expired; 5) a postdated check is paid and as a result any other check is returned or not paid, we are not responsible. You may not use a Check to pay any amount you owe under this Agreement.

## TERMS FOR PURCHASES

This Agreement and the General Terms apply to Purchases.

You may use your Account to purchase or lease goods and services or for lodging services when making guaranteed reservations or advance deposits.

## TERMS FOR BALANCE TRANSFERS, ADVANCES AND PURCHASES

1. Calculation of the Finance Charge for Balance Transfers, Advances and Purchases. That portion of the Finance Charge which is determined by using the daily Periodic Rate is calculated separately for Balance Transfers, Advances and Purchases, but using the same method (generally known as the "average daily balance, including new transactions" method). Separate average daily balances (which may be referred to as "Finance Charge Balances") are calculated for Balance Transfers, Advances and Purchases, and such balance is multiplied by the applicable daily Periodic Rate. Finance Charges accrue beginning

on the date the transaction occurs or on the first day of the billing cycle it is received by us (whichever is later). The Finance Charge on Advances taken with Checks, however, is computed from the day it is added to your Account.

We determine each of the average daily balances as follows. For each day in the billing cycle, we take that day's beginning balance for Balance Transfers, Advances and Purchases (an amount that includes accrued and/or unpaid Finance Charges, fees and other charges from previous billing cycles) and add any new Balance Transfers, Advances, Purchases or other debt to the appropriate balance. We also add to each such balance an amount equal to the previous day's ending balance of Balance Transfers, Advances and Purchases multiplied by the applicable daily Periodic Rate (or if more than one rate could apply, depending on the average daily balance reaching a certain level, the lowest applicable rate). We then subtract from the appropriate balance any payments of credits posted that day. This gives us the daily balances for Balance Transfers, Advances and Purchases. We then add all of the daily balances separately for Balance Transfers, Advances and Purchases (including days which end with a credit balance), and divide each total by the number of days in the billing cycle. This gives us the average daily balances for Balance Transfers, Advances and Purchases. All fees charged to your Account are added to the appropriate Purchase balance, except for the Service Charge/Transaction Fee for Advances which is added to the appropriate Advance balance. This Agreement provides for the compounding of Finance Charges.

Then we multiply each average daily balance by the applicable daily Periodic Rate, and then by the number of days in the billing cycle. The daily Periodic Rate will equal 1/365th of the Annual Percentage Rate. The daily Periodic Rate and Annual Percentage Rate are disclosed in the applicable portion of the Pricing Schedule, as may be amended from time to time. These FINANCE CHARGES determined by Periodic Rate for Balance Transfers, Advances and Purchases are added to the Service Charge/Transaction Fee for Advances (if any) to get the combined amount of FINANCE CHARGE shown on your monthly statement.

2. For Purchases only, there is a minimum FINANCE CHARGE of fifty cents (\$.50). A Finance Charge for Purchases is imposed. There will be a Finance Charge on Purchases if you pay at least the "New Balance" shown on your monthly statement less any Advance balance by the "Payment Due Date" shown on the monthly statement. (This is known as the "grace period.") You may avoid a Finance Charge for Purchases in the first billing cycle in which they are posted to your Account if that cycle began with a previous Purchase balance of zero or that balance is reduced to zero during that cycle by payments or credits. There is no grace period for Transferred Balances (for new accounts only). Balance Transfers (for existing accounts only) unless the terms of the Balance Transfer prior state there will be a grace period, and for Advances.

2. Periodic Rate. The daily Periodic Rate is applied to the Purchases

and Advances average daily balances and the corresponding ANNUAL PERCENTAGE RATES are in the Pricing Schedule. When the Pricing Schedule includes "Variable Rate Index and Margin" information for a particular rate that applies to your Account, that rate is a variable rate and the disclosures below regarding variable rates apply to that rate. When the Pricing Schedule does not include such "Variable Rate Index and Margin" information for any particular rate (as indicated by an "N/A" for "not applicable" or the absence of such information in the Pricing Schedule), that rate is fixed and the disclosures below regarding variable rates do not apply. Further, for any particular rate in the Pricing Schedule that is preceded by the terms "Preferred" or "Non-Preferred", that rate is subject to the "Preferred Customer Pricing Eligibility" section that appears below. When your Account satisfies the "Preferred Customer Pricing" conditions, the

your Account was not closed by us because your credit limit was exceeded by 50% or more.

If you do not meet both of the conditions above, then your Account will be at Preferred Customer Pricing for a minimum of 6 months. Your Preferred Customer Pricing will be reinstated when we review your Account at the six month review date, or in subsequent monthly reviews, if the following 3 conditions are met:

- your Account is open and
- your credit limit is not exceeded, and
- you made at least the required minimum payments by their payment due date in each of the last 6 months.

Thereafter, the monthly reviews will continue in the same manner as described above. Any changes in pricing as a result of the monthly review will apply to existing as well as new balances and will be effective with the billing cycle ending on the review date.

3. Consumer Reports. We may obtain a consumer report on you at any time in the future to review your Account.

FOR OHIO RESIDENTS. The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

SEE THE ATTACHED ATTACHMENT CONCERNING INFORMATION CONCERNING BILLING ERRORS

116170

**EXHIBIT "B"**

F110 Number 52874 142322468 Media Number 05143013388 Account Number 4225813200012695  
PROVIDER COLONIAL CREDIT CORP., ASSIGNEE OF CHASE

PAGE 1

A-ACCT#4225813200012695 B-ACCT#707968301 ACCT BAL \$3648.86  
O-ACCT# 0-PYMT DT 04/09/2004 C/O DT 11/30/2004  
OPEN DT \*WW1-DEB1-LNAME ORIG CRED COLONIAL CREDIT CORP., ASSIGNEE OF CHASE MANHATTAN  
WOOD  
\*WW1-DEB1-FNAME LESLIE  
\*WW1-DEB1-HPHONE \*WW1-DEB1-ADDR1  
847654367 518 W LOCUST ST  
\*WW1-DEB1-CITY \*WW1-DEB1-ST \*WW1-DEB1-ZIP \*WW1-DEB1-ASSET-IND  
CLEARFIELD PA 168300000  
\*WW1-DEB1-WPHONE \*WW1-DEB1-POE  
000000000  
\*-REC-TYPE\*-WW-ID\*-AGCY-ID\*-WW-CASE-NO\*-WW-ACCT-NO  
O1 WAN GS 707968301 4225813200012695  
\*-ORG-ACCT-NO \*-PLAINT-NO  
7017658  
\*-ORG-CREDITOR  
COLONIAL CREDIT CORP., ASSIGNEE OF CHASE MANHATTAN COLN  
\*WW1-PLACED-AMT \*WW1-INT-RATE \*WW1-INT-START-DATE \*WW1-AGCY-FEE-RATE \*WW1-COMM-RATE  
\$3648.86 00.00 05/20/2005 00.00  
\*WW1-LST-PYMT-DT \*WW1-CO-DATE \*WW1-OPEN-DATE  
04/09/2004 11/30/2004  
\*WW1-DEB1-POE-ADDR \*WW1-DEB1-POE-CITY \*WW1-DEB1-POE-ST  
\*WW1-DEB1-POE-ZIP \*WW1-DEB2-LNAME \*WW1-DEB2-SSN  
\*WW1-DEB2-FNAME \*WW1-DEB2-DOB \*WW1-DEB2-SSN  
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\*WW1-DEB2-CITY \*WW1-DEB2-ST \*WW1-DEB2-ZIP \*WW1-DEB2-ASSET-IND  
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000000000  
\*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-JUDG-AGCY-FEE  
\*WW1-JUDG-COST \*WW1-JUDG-CREDIT \*WW1-JUDG-ARB-FLAG \*WW1-RICA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100755  
NO: 05-1293-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: COLONIAL CREDIT CORPORATION ASSIGNEE OF NEW CENTURY  
FINANCIAL SERVICES  
vs.  
DEFENDANT: LESLIE WOOD

SHERIFF RETURN

---

NOW, August 30, 2005 AT 2:02 PM SERVED THE WITHIN COMPLAINT ON LESLIE WOOD DEFENDANT AT 518 W. LOCUST ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LESLIE WOOD SMEAL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / DEHAVEN

FILED  
01/30/05  
DEC 27 2005  
S

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	928428	10.00
SHERIFF HAWKINS	WOLPOFF	919668	20.37

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins*  
*by Maury Hays*  
Chester A. Hawkins  
Sheriff

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

COLONIAL CREDIT CORPORATION : NO. 051293CD  
 ASSIGNEE OF NEW CENTURY FINANCIAL  
 SERVICES, :  
 ASSIGNEE OF CHASE MANHATTAN BANK  
 P.O. BOX 1852 :  
 ROCKVILLE, MD 20849-1852 :  
 Plaintiff :  
 vs. :  
 LESLIE WOOD :  
 Defendant(s) :  
 PRAECIPE FOR JUDGMENT

Mr./Ms. Clerk:

Please enter Judgment in favor of Plaintiff and against Defendant(s),  
 LESLIE WOOD and ,  
 for want of ANSWER TO COMPLAINT.

( X ) Amount due \$ 3648.86  
 Interest \$ 131.36  
 Attorney's Commission \$ 729.77  
 Filing costs \$  
 TOTAL \$ 4509.99, plus interest and costs

( X ) I certify that the foregoing assessment of damages is for specified amounts alleged to be due in the complaint and is calculable as a sum certain from the complaint.

( X ) Pursuant to Pa.R.C.P. 237 (Notice of Praeclipe for final judgment or decree), I certify that a copy of this praecipe has been mailed to each other party who has appeared in the action or to his/her Attorney of Record.

( X ) Pursuant to Pa.R.C.P. 237.1, I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his/her Attorney of Record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe and a copy of the notice is attached.

DATE: 9/6/04 Signature: 

Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
 Philip C. Warholic #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, 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

SEPTEMBER  
 NOW, 13<sup>th</sup>, 2004, JUDGMENT IS ENTERED AS ABOVE.

Prothonotary/Clerk, Civil Division

By: \_\_\_\_\_ Deputy \_\_\_\_\_

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

COLONIAL CREDIT CORPORATION	:	No. 051293CD
ASSIGNEE OF NEW CENTURY FINANCIAL SERVICES,	:	
ASSIGNEE OF CHASE MANHATTAN BANK	:	
P.O. BOX 1852	:	
ROCKVILLE, MD 20849-1852	:	
Plaintiff	:	
vs.	:	CIVIL ACTION - LAW
LESLIE WOOD	:	
Defendant(s)	:	

## AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA	:	
COUNTY OF CUMBERLAND	:	

The undersigned counsel, being duly sworn according to law, depose and say that I am the Attorney for the Plaintiff in the above-captioned matter, and that to the best of my knowledge, information and belief Defendant, LESLIE WOOD, above-named, is over 21 years of age; is last known to reside at 518 W LOCUST ST  
CLEARFIELD PA 16830

County of CLEARFIELD, Pennsylvania; is not in the military service of the United States or its Allies, or otherwise within the provisions of the Servicemembers Civil Relief Act and its Amendments.

  
 Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
 Philip C. Warholic #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, 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

COMMONWEALTH OF PENNSYLVANIA  
 Notarial Seal  
 Kimberly L. Eisenhauer, Notary Public  
 Hampden Twp., Cumberland County  
 My Commission Expires Nov. 17, 2009  
 Member, Pennsylvania Association of Notaries

SWORN and SUBSCRIBED to before me this 10 day of September 2008

  
 Kimberly L. Eisenhauer  
 Notary Public

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

COLONIAL CREDIT CORPORATION : No. 051293CD  
ASSIGNEE OF NEW CENTURY FINANCIAL  
SERVICES, :  
ASSIGNEE OF CHASE MANHATTAN BANK  
P.O. BOX 1852 :  
ROCKVILLE, MD 20849-1852 :  
  
Plaintiff :  
vs. : CIVIL ACTION - LAW  
LESLIE WOOD :  
Defendant(s) :

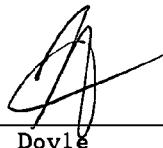
CERTIFICATE OF RESIDENCE  
PA. R.C.P. 236

I, hereby certify that the precise residence of Plaintiff is:

COLONIAL CREDIT CORPORATION  
ASSIGNEE OF NEW CENTURY FINANCIAL  
SERVICES,  
ASSIGNEE OF CHASE MANHATTAN BANK  
P.O. BOX 1852  
ROCKVILLE, MD 20849-1852

and certify that the last known address of the within Defendant(s) is:

LESLIE WOOD  
518 W LOCUST ST  
CLEARFIELD PA 16830

  
Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
Philip C. Warholic #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, 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

## MAIN OFFICE

TWO IRVINGTON CENTRE  
702 KING FARM BLVD., ROCKVILLE, MD 20850

## REGIONAL OFFICES

10605 JUDICIAL DR., BLDG. A-5, FAIRFAX, VA 22030  
1108 E. MAIN ST., STE. 1003, RICHMOND, VA 23216  
5122 GREENWICH RD., VIRGINIA BEACH, VA 23462  
919 N. MARKET ST., STE. 1300, WILMINGTON, DE 19899  
1 VALLEY BANK BLDG., BOX 1226, CLARKSBURG, WV 26302  
4660 TRINDE ROAD, 3RD FLOOR, CAMP HILL, PA 17011  
28632 ROADSIDE DRIVE, STE. 265, AGOURA HILLS, CA 91301  
3950 HIGH POINTE BLVD., STE. 250, NOVI, MI 48375  
300 CANAL VIEW BLVD., ROCHESTER, NY 14623  
5215 NORTH O'CONNOR BLVD., LAS COLINAS, TX 75039  
180 GLASTONBURY BLVD., GLASTONBURY, CT 06033  
210 INTERSTATE NORTH PKWY., ATLANTA, GA 30339  
301 CARLSON PKWY., STE. 303, MINNETONKA, MN 55305

## LAW OFFICES

## WOLPOFF &amp; ABRAMSON, L.L.P.

Attorneys in the Practice of Debt Collection  
(A National Collection Attorney Network Firm)

4660 TRINDE ROAD

3RD FLOOR

CAMP HILL, PA 17011

717-848-6203

OUTSIDE YORK METROPOLITAN AREA

(TOLL FREE)

1-800-758-0875

FACSIMILE (717) 737-9051

PLEASE DIRECT ALL INQUIRIES TO YORK OFFICE

OCTOBER 19, 2005

142322468  
LESLIE WOOD

518 W LOCUST ST  
CLEARFIELD PA 16830

## NATIONAL COLLECTION ATTORNEY NETWORK

## AFFILIATED FIRM LOCATIONS [NOT REGIONAL]

## OFFICES OF WOLPOFF &amp; ABRAMSON, L.L.P. \*

BIRMINGHAM, ALABAMA  
ANCHORAGE, ALASKA  
PHOENIX, ARIZONA  
CABOT, ARKANSAS  
ENGLEWOOD, COLORADO  
FT. LAUDERDALE, FLORIDA  
HONOLULU, HAWAII  
BOISE, IDAHO  
CHICAGO, ILLINOIS  
MERRILLVILLE, INDIANA  
KANSAS CITY, KANSAS  
LEXINGTON, KENTUCKY  
METAIRIE, LOUISIANA  
ST. LOUIS, MISSOURI  
GREAT FALLS, MONTANA  
OMAHA, NEBRASKA  
LAS VEGAS, NEVADA  
MANCHESTER, NEW HAMPSHIRE

CEDAR KNOLLS, NEW JERSEY  
RALEIGH, NORTH CAROLINA  
FARGO, NORTH DAKOTA  
CLEVELAND, OHIO  
OKLAHOMA CITY, OKLAHOMA  
EUGENE, OREGON  
PROVIDENCE, RHODE ISLAND  
COLUMBIA, SOUTH CAROLINA  
KNOXVILLE, TENNESSEE  
SANDY, UTAH  
MILWAUKEE, WISCONSIN  
RAWLINS, WYOMING

\* The National Collection  
Attorney Network is an  
affiliation of separate law firms.

W&A Hours of Operation:  
8 a.m. - 11 p.m. E.S.T. M-F

*COPY*

W&A File No. 142322468

Re: COLONIAL CREDIT CORP., ASSIGNEE OF CHASE MANHATTAN BANK  
vs. LESLIE WOOD  
Docket No. 051293CD

Dear LESLIE WOOD

Enclosed herein please find a 10-Day Notice pursuant to Rule 237.1 of the  
Pennsylvania Rules of Civil Procedure.

Sincerely,

*[Signature]*  
Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
Philip C. Warholic #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, 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

Enclosure

CC: LESLIE WOOD

This is an attempt by a debt collector to collect a debt and any information obtained  
will be used for that purpose.

NOT10D/PANOTC

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

COLONIAL CREDIT CORPORATION	:	NO. 051293CD
ASSIGNEE OF NEW CENTURY FINANCIAL	:	
SERVICES,	:	
ASSIGNEE OF CHASE MANHATTAN BANK	:	
P.O. BOX 1852	:	
ROCKVILLE, MD 20849-1852	:	
Plaintiff	:	
vs.	:	
LESLIE WOOD	:	
Defendant(s)	:	

TO: LESLIE WOOD  
 518 W LOCUST ST  
 CLEARFIELD PA 16830

DATE OF NOTICE:

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU FAILED TO TAKE THE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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

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

Harrisburg PA 17108  
 800-692-7375

By:

Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
 Philip C. Warholic #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, 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

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100755  
NO: 05-1293-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: COLONIAL CREDIT CORPORATION ASSIGNEE OF NEW CENTURY  
FINANCIAL SERVICES

vs.

DEFENDANT: LESLIE WOOD

COPY

**SHERIFF RETURN**

---

NOW, August 30, 2005 AT 2:02 PM SERVED THE WITHIN COMPLAINT ON LESLIE WOOD DEFENDANT AT 518 W. LOCUST ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LESLIE WOOD SMEAL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / DEHAVEN

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	928428	10.00
SHERIFF HAWKINS	WOLPOFF	919668	20.37

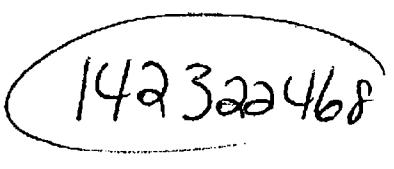
Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff



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

COLONIAL CREDIT CORPORATION : NO. 051293CD  
 ASSIGNEE OF NEW CENTURY FINANCIA :  
 Plaintiff :  
 vs. : CIVIL ACTION - LAW  
 LESLIE WOOD :  
 Defendant(s) :

## NOTICE OF JUDGMENT

( x ) Notice is hereby given that a  
 in the above-captioned matter has been entered against you in the amount of  
 \$4509.99, plus interest, on September 13, 2006.

( x ) A copy of all documents filed with the Prothonotary in support of the  
 within judgment is/are attached.

  
 Prothonotary Civil Division

By: \_\_\_\_\_

If you have any questions regarding this Notice, please contact the  
 filing party.

  
 Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
 Philip C. Warholic #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, 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

(This Notice is given in accordance with Pa.R.C.P. 236.)

NOTICE SENT TO:

LESLIE WOOD

518 W LOCUST ST  
 CLEARFIELD PA 16830