

05-1377-CD  
Great Seneca Fin. Vs J. Williams al

Great Seneca Finan. Corp vs John Williams  
2005-1377-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Great Seneca Financial  
(Plaintiff)

PO Box 1051  
(Street Address)  
Rockville, MD 20849  
(City, State ZIP)

vs.

Joan and John Williams  
(Defendant)  
501 McBride St.  
(Street Address)  
Clearfield, PA 16830  
(City, State ZIP)

CIVIL ACTION

No. 2005-1377-C0

Type of Case: \_\_\_\_\_

Type of Pleading: Civil Complaint

Filed on Behalf of:

Plaintiff  
(Plaintiff/Defendant)

FILED

SEP 06 2005

13:40 AM

William A. Shaw

Prothonotary/Clerk of Courts

2 copies to SUFF  
1 Time Stamped Copy to ATTY

Philip Warholic  
(Filed by)  
Wolpoff & Abramson LLP  
4160 Innside Rd. Third Floor  
(Address) Camp Hill, PA 17011  
(717) 303-0700  
(Phone)

Philip P. Warholic  
(Signature)

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

GREAT SENECA FINANCIAL CORP.,	:	NO.
A MARYLAND CORPORATION,	:	
ASSIGNEE OF NEW CENTURY	:	
FINANCIAL SERVICES,	:	
ASSIGNEE OF CHASE MANHATTAN BANK	:	
P.O. BOX 1651	:	
ROCKVILLE, MD 20849-1651	:	
Plaintiff	:	
VS.	:	CIVIL ACTION - LAW
JOAN M WILLIAMS	:	
JOHN M WILLIAMS	:	
501 MCBRIDE ST	:	
CLEARFIELD PA 16830-1217	:	
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 contra 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 TELÉFONO A LA OFICINA CUYA DIRECCIÓN 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

GREAT SENECA FINANCIAL CORP.,	:	NO.
A MARYLAND CORPORATION,	:	
ASSIGNEE OF NEW CENTURY	:	
FINANCIAL SERVICES,	:	
ASSIGNEE OF CHASE MANHATTAN BANK	:	
P.O. BOX 1651	:	
ROCKVILLE, MD 20849-1651	:	
Plaintiff	:	
VS.	:	CIVIL ACTION - LAW
JOAN M WILLIAMS	:	
JOHN M WILLIAMS	:	
501 MCBRIDE ST	:	
CLEARFIELD PA 16830-1217	:	
Defendant(s)	:	

## COMPLAINT

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

1. Plaintiff, GREAT SENECA FINANCIAL CORP.,  
A MARYLAND CORPORATION,  
ASSIGNEE OF NEW CENTURY  
FINANCIAL SERVICES,  
ASSIGNEE OF CHASE MANHATTAN BANK  
P.O. BOX 1651  
ROCKVILLE, MD 20849-1651

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

2. Defendant, JOAN M WILLIAMS , is an adult individual with a last known address of

501 MCBRIDE ST  
CLEARFIELD PA 16830-1217

## COUNTY OF CLEARFIELD

3. Defendant, JOHN M WILLIAMS , is an adult individual with a last known address of

501 MCBRIDE ST  
CLEARFIELD PA 16830-1217

## 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 \$ 5758.94.

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 \$ 468.60.

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 \$ 1151.78.

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 \$ 5758.94, plus attorneys fees in the amount of \$ 1151.78, plus interest in the amount of \$ 468.60, 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
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

**99142**

**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 came 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 amounts 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 for the Account, you will be told the Annual Fee disclosed in Box 7 whether or not you have used the Account. If your Annual Fee has been waived, it will be billed when you receive this credit, 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. Payments must be in United States Dollars and drawn on a United States financial institution or the United States Postal Service. If you have "deposited" your bill 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 to which we cannot process under our normal operating procedures.

10. Minimum Payment. You may pay either the Minimum Payment or any amount over that 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" and multiplying that amount by two percent (2%). If the resulting amount is more than \$10, it will be reduced to the next lowest dollar. If the resulting amount is less than \$10, it will be increased to \$10. To this amount we add any Past Due Amounts and, at our option, any amounts in excess of your credit line. The Minimum Payment will never be more than the New Balance.

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 9072, 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 Seller, 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 denied.

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.

18. Authorization to Provide Information. As permitted by law, you authorize 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 15823, Wilmington, DE 19850-5823.

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

of the terms of this Agreement in accordance with the law. We may 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 still 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 do; 3) your Account to be six or more billing cycles past due; and 3) require you 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 be responsible for repaying any Purchases, Advances or other charges that are still due on your Account. Your Card (or Cards) and the (or the Cards), must return them. Any services or Agreement that may be provided from time to time, Account are not part of this Agreement and may be terminated at any time without notice or reason.

23. Governing Law. This Agreement is governed by the laws of the United States and the State of Delaware. Any dispute arising in 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 transfer transactions using special checks or other written requests we provide or verbal agreements to such transfers which we agree to honor (referred to as "Balance Transfers" to purposes of 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 terms. 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 this Agreement will apply to any such offer. Such transactions 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 told you otherwise at the time we make the offer, the special rates will apply only to Purchase 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 the offer. When used anywhere else in this Agreement (other than in the Pricing Schedule), "purchases" and "Advances" mean both Prior and Current Purchases and Advances. All Prior purchases and Prior Advances on your Account are zero, your statements will reflect only Current purchases and Current Advances which will then be treated as Purchases and Advances respectively. A check or other form of transfer to a Balance Transfer transaction is used to pay any amounts owing 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 offer, or is otherwise used in a way that is not transfer balances you owe to other creditors to your Account, we reserve the right to refuse to honor that Balance Transfer transaction or to treat it as an Advance.

## TERMS FOR ADVANCES

1. Advances. An Advance is a cash loan or similar transaction that may take the form 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 certify these Checks. 2) Using any of our ATMs or ATM which may be provided to you 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 payments. Advances may also be referred to as Cash Advances or Cash payments.

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 Advance is held or accepted for payment. We will not be liable in any way

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

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. If 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 to lottery 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 each 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 debts 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 or 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 (excluding days which end with a credit balance), and divide each sum 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 to 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.

For Purchases only, there is a minimum FINANCE CHARGE of fifty cents (.50) if a Finance Charge for Purchases is imposed. There will not 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 for 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 offer state there will be a grace period, and for Advances.

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

and Advances average daily balances and the corresponding ANNUAL PERCENTAGE RATES are in the Pricing Schedule. Where 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 for that rate. Where 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 "Preferred" rates will be used and the "Non-Preferred" rates will

be used if 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 lose its 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 dates 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 reviews will apply to existing as well as new balances and will be effective with the billing cycle ending on the review date.

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  
INFORMATION CONCERNING  
BILLING ERRORS

**99149**

**EXHIBIT "B"**

A-ACCT#4305872120005828 B-ACCT#705563761 ACT BAL \$5758.94  
 O-ACCT# LPYMT DT 01/30/2004 C/O DT 07/08/2004  
 OPEN DT 11/01/2000 ORIG CRED GREAT SENECA FINANCIAL CORP., ASSIGNEE OF CHASE MA  
 \*WW1-DEB1-LNAME WILLIAMS  
 \*WW1-DEB1-FNAME JOAN M  
 \*WW1-DEB1-ADDR1 8147653178 501 MCBRIDE ST \*WW1-DEB1-ADDR2  
 \*WW1-DEB1-CITY CLEARFIELD PA 916830000  
 \*WW1-DEB1-WPHONE \*WW1-DEB1-POE  
 8147653178  
 \*REC-TYPE-\*WW-ID\*-AGCY-ID\*-WW-CASE-NO\*-WW-ACCT-NO  
 01 WAN GS 705563761 4305872120005828  
 \*-ORG-ACCT-NO \*-PLAINT-NO  
 7005463 \*WW1-CLIENT-ID-HOLD  
 \*-ORG-CREDITOR GREAT SENECA FINANCIAL CORP., ASSIGNEE OF CHASE MA GSFC  
 \*WW1-PLACED-AMT-\*WW1-INT-RATE-\*WW1-INT-START-DATE-\*WW1-AGCY-FEE-RATE-\*WW1-COMM-RATE  
 \$5758.94 00.00 12/30/2004 00.00  
 \*WW1-LST-PYMT-DT-\*WW1-CO-DATE-\*WW1-OPEN-DATE  
 01/30/2004 07/08/2004 11/01/2000 \*WW1-DEB1-POE-CITY \*WW1-DEB1-POE-ST  
 \*WW1-DEB1-POE-ADDR  
 \*WW1-DEB1-POE-ZIP-\*WW1-DEB2-LNAME WILLIAMS  
 \*WW1-DEB2-FNAME JOHN M  
 \*WW1-DEB2-HPHONE \*WW1-DEB2-ADDR1 0000000000  
 \*WW1-DEB2-CITY \*WW1-DEB2-ST-\*WW1-DEB2-ZIP-\*WW1-DEB2-ASSET-IND  
 \*WW1-DEB2-WPHONE \*WW1-DEB2-POE 0000000000  
 \*WW1-DEB2-POE-CITY \*WW1-DEB2-POE-ST  
 \*WW1-DEB2-POE-ADDR \*WW1-JUDG-DATE-\*WW1-JUDG-PRIN-\*WW1-JUDG-INT-\*WW1-JUDG-FLAG-\*WW1-RICA  
 \*WW1-JUDG-COST-\*WW1-JUDG-CREDIT-\*WW1-JUDG-ARB-FLAG-\*WW1-RICA

FILED  
SEP 06 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Greater Seneca Financial CIVIL ACTION  
(Plaintiff)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State ZIP)

vs. John M. Williams  
John M. Williams  
(Defendant)

501 McBride Street  
(Street Address)

Clearfield, PA 16830  
(City, State ZIP)

No. 2005-1377-CO

Type of Case: Civil Law Suit

Type of Pleading: Response

Filed on Behalf of:

John M. Williams  
(Plaintiff/Defendant)

John M. Williams  
(Filed by)

501 McBride St. Clearfield, PA  
(Address)

814-765-3178  
(Phone)

John M. Williams  
(Signature)

FILED NO CC  
012:59 PM  
OCT 17 2005

William A. Shaw  
Prothonotary/Clerk of Courts

David Meholic - Court Administrator  
Clearfield County Court Administration  
230 East Market Street  
Clearfield, PA 16830

October 17, 2005

To Whom It May Concern:

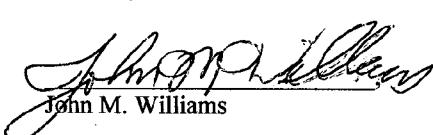
I am writing in regards to claim # 2005-1377-CD filed against us by Greater Seneca Financial Corp. for the amounts of \$5758.94

After our income was cut by almost 1/3 in late 2003 due to my company cutting mandatory overtime and wife loosing several children that were enrolled in her daycare we began to fall behind on bills. In February of 2004 we enrolled in a program offered by Emergency Debt Relief (EDR). We have been faithfully making our payment to them and they have been working to eliminate out debt. I must admit that it has been a rough road but there has been great success up to now.

With unpaid medical bills and rising fuel costs it is impossible for us to offer anymore money than what we paying EDR at this time. We have every intention of settling all of our debts but we are just asking all of our remaining creditors to please be understanding.

You may contact EDR at 1-888-801-1006 to verify our honest and sincere commitment to settling all of our debts.

Sincerely,

  
John M. Williams

501 McBride Street  
Clearfield, Pa. 16830

  
Joan M. Williams

cc: Wolpoff & Abramson  
Emergency Debt Relief

**FILED**

**OCT 17 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100793  
NO: 05-1377-CD  
SERVICE # 1 OF 2  
COMPLAINT

PLAINTIFF: GREAT SENECA FINANCIAL GROUP

VS.

DEFENDANT: JOAN M. WILLIAMS and JOHN M. WILLIAMS

**SHERIFF RETURN**

NOW, September 29, 2005 AT 8:35 AM SERVED THE WITHIN COMPLAINT ON JOAN M. WILLIAMS DEFENDANT AT 501 MCBRIDE ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOAN M. WILLIAMS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED  
08:58AM  
JAN 11 2006  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100793  
NO: 05-1377-CD  
SERVICE # 2 OF 2  
COMPLAINT

PLAINTIFF: GREAT SENECA FINANCIAL GROUP

VS.

DEFENDANT: JOAN M. WILLIAMS and JOHN M. WILLIAMS

**SHERIFF RETURN**

---

NOW, September 29, 2005 AT 8:35 AM SERVED THE WITHIN COMPLAINT ON JOHN M. WILLIAMS DEFENDANT AT 501 MCBRIDE ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOAN WILLIAMS, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100793  
NO: 05-1377-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: GREAT SENECA FINANCIAL GROUP  
vs.  
DEFENDANT: JOAN M. WILLIAMS and JOHN M. WILLIAMS

**SHERIFF RETURN**

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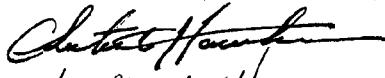
**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	937566	20.00
SHERIFF HAWKINS	WOLPOFF	937565	28.00

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

  
  
Chester A. Hawkins  
Sheriff

**FILED**

**JAN 11 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

GREAT SENECA FINANCIAL CORP., : NO. 2005-1377-CD  
A MARYLAND CORPORATION, :  
ASSIGNEE OF NEW CENTURY : CIVIL ACTION - LAW  
FINANCIAL SERVICES, :  
ASSIGNEE OF CHASE MANHATTAN BANK :  
Plaintiff :  
: :  
: :  
: :  
vs. :  
: :  
JOAN & JOHN WILLIAMS :  
Defendants :  
:

**PRAECIPE TO APPOINT BOARD OF ARBITRATORS**

To the Prothonotary:

Kindly list the above captioned matter for Arbitration

Respectfully Submitted,

W&A # 134677815

  
\_\_\_\_\_  
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, LLP  
Attorneys in the Practice of Debt Collection  
4660 Trindle Rd., 3<sup>rd</sup> Floor  
Camp Hill, PA 17011  
(717) 303-6700

**FILED**

JUN 30 2006  
M/12:35 PM  
William A. Shaw  
Prothonotary/Clerk of Courts  
2 Cents to M  
one to C/A.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

GREAT SENECA FINANCIAL CORP., : NO. 2005-1377-CD  
A MARYLAND CORPORATION, :  
ASSIGNEE OF NEW CENTURY : CIVIL ACTION - LAW  
FINANCIAL SERVICES, :  
ASSIGNEE OF CHASE MANHATTAN BANK :  
Plaintiff :  
: :  
: :  
: :  
vs. :  
: :  
JOAN & JOHN WILLIAMS :  
Defendant :  
:

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 28 day of June, 2006, to:

EMERGENCY DEBT RELIEF  
ATTN:CHRISTY GARVIN  
134 INDUSTRIAL PARK RD  
GREENSBURG, PA 15601

  
\_\_\_\_\_  
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, LLP  
Attorneys in the Practice of Debt Collection  
4660 Trindle Rd., 3<sup>rd</sup> Floor  
Camp Hill, PA 17011  
(717) 303-6700

W&A # 134677815

William A. Shaw  
Prothonotary/Clerk of Courts

JUN 30 2006

FILED

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

GREAT SENECA FINANCIAL CORP.,:  
A MARYLAND CORPORATION :  
ASSIGNEE OF NEW CENTURY :  
FINANCIAL SERVICES, ASSIGNEE :  
OF CHASE MANHATTEN BANK :

vs. : No. 05-1377-CD

JOAN & JOHN WILLIAMS :

**ORDER**

NOW, this 30 day of August, 2006, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Tuesday, October 24, 2006 at 1:00 P.M. The following have been appointed as Arbitrators:

Benjamin S. Blakley, Esquire, Chairman

Kimberly M. Kubista, Esquire

Ronald L. Collins, Esquire

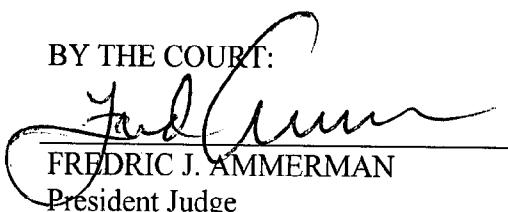
Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Please report to Hearing Room No. 3, 2<sup>nd</sup> Floor, Clearfield County Courthouse, Clearfield, PA.

**FILED**

AUG 30 2006  
09:45 (W) (60)  
William A. Shaw  
Prothonotary/Clerk of Courts  
6 CENTS TO C/P

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

GREAT SENECA FINANCIAL CORP. : NO. 2005-1377-CD  
ASSIGNEE OF NEW CENTURY :  
FINANCIAL SERVICES, :  
ASSIGNEE OF CHASE MANHATTAN, : CIVIL ACTION - LAW  
Plaintiff :  
vs. :  
JOAN AND JOHN WILLIAMS, :  
Defendants :  
.

**PRAECIPE TO DISCONTINUE**

To the Prothonotary:

Kindly mark the above captioned matter as Discontinued without Prejudice

Respectfully Submitted,

  
Andrew C. Spears #87737  
WOLPOFF & ABRAMSON, LLP  
Attorneys in the Practice of Debt Collection  
4660 Trindle Rd., 3<sup>rd</sup> Floor  
Camp Hill, PA 17011  
(717) 303-6700

FILED  
OCT 23 2006  
2005-1377-C  
William A. Shaw  
Prothonotary/Clerk of Courts  
2 cent to Atty  
cent of Disc  
to Atty +  
copy to C/A

FILED  
OCT 23 2006  
William A Shaw  
Prothonotary/Clerk of Courts

105-  
48  
153

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**Great Seneca Financial Corp.**

Vs. No. 2005-01377-CD  
**John M. Williams**  
**Joan M. Williams**

**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 October 23, 2006, marked:

Discontinued without Prejudice

Record costs in the sum of \$153.00 have been paid in full by Wolpoff & Abramson, LLP.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 23rd day of October A.D. 2006.

---

William A. Shaw, Prothonotary