

05-1532-CD

Cross Cty Bank vs Ron Kauffman

Cross Country Bank vs Ron Kauffman
2011-01-23 10:59:11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CROSS COUNTRY BANK OF DELAWARE, | CIVIL DIVISION
a Delaware corporation |

Plaintiff(s), | No. 2005-1532-CD
v. |

RON L. KAUFFMAN,
an individual |

Defendant(s), | COMPLAINT |

Code No. _____ |

Issue No. _____ |

Filed on Behalf of: |

PLAINTIFF |

ATTORNEY OF RECORD FOR THIS PARTY |

Louis B. Swartz |

PA. ID # 242 |

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219 |

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OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONCROSS COUNTRY BANK OF DELAWARE,
a Delaware corporationPlaintiff(s), |
v. | No. 2005-
|RON L. KAUFFMAN,
an individual

Defendant(s), |

NOTICE TO DEFEND AND CLAIM RIGHTS

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 days (20) after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. 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.

PENNSYLVANIA LAWYER REFERRAL SERVICE
100 South Street
P.O. Box 186
Harrisburg, PA 17108

1-800-692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONCROSS COUNTRY BANK OF DELAWARE,
a Delaware corporation

Plaintiff(s),

No. 2005-

v.

RON L. KAUFFMAN,
an individual

Defendant(s),

COMPLAINT

1. Plaintiff(s) is CROSS COUNTRY BANK OF DELAWARE, a Delaware corporation. Plaintiff's address is 800 DELAWARE AVE, WILMINGTON, DE 19801.
2. Defendant(s) is RON L. KAUFFMAN, an individual. Defendant's address is 108 LIBERTY STREET, COALPORT PA 16627-9342.
3. At Defendant's special instance and request, a credit account was opened for Defendant, which Defendant thereafter used and there is a balance due and unpaid, despite demand, in the amount of \$2,204.22 plus interest from June 06, 2005 at the rate of 20.99% and plus reasonable attorney's fees as authorized by the account agreement.

WHEREFORE, Plaintiff demands Judgment against Defendant(s) in the amount of \$2,204.22 plus interest from June 06, 2005 and a reasonable attorney's fee and costs.

Louis B. Swartz
Attorney for PLAINTIFF
SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

CROSS COUNTRY BANK CREDIT CARD AGREEMENT

In this Credit Card Agreement ("Agreement") "we," "us," "our" and "Bank" refers to Cross Country Bank of Wilmington, Delaware. "You" "your" and "yours" refer to the person or persons who applied to us for a Visa® or MasterCard® credit card account ("Account"). We have approved your Application and opened an Account for you. This Agreement governs your Account. It supersedes and replaces any prior agreement you may have with us. This Agreement became effective when we approved your application. If you do not agree to abide by the terms in this Agreement, you must cut your card(s) in half and return them to us, along with a written request to close your account, before you attempt to obtain the first Cash Advance or Purchase on your Account.

Definitions. Other defined terms used in this Agreement include:

1. "ATM" means any automated teller machine.

2. "Authorized User" means anyone you authorize to use the Card (or any other

credit device we supply to you) or your Account to obtain credit. If you request, and at our discretion, we may issue an additional Card in the name of the Authorized User with your Account number. You agree to be obligated for all credit obtained by the Authorized User as if that credit were obtained by you, including credit for which you may not have intended to be liable.

3. "Billing Cycle" means a monthly billing period which begins on or about the same day of each month.

4. "Card" means the card(s) issued in connection with your Account.

5. "Cash Advance Check" means Visa Check, MasterCard Check or any other checks, drafts or written instruments we supply to you to obtain a Cash Advance on your Account.

6. "Cash Advance" means credit you or an Authorized User obtain on your Account in any of the following ways:

- (a) by drawing a Cash Advance Check on your Account.

- (b) by presenting the Card (or any other credit device we supply to you) to us or to any other participating MasterCard or Visa financial institution or other provider, to obtain cash or to make a transfer from your Account to any other deposit or loan account you have with us or to make any other transaction which may be considered as cash (e.g., purchase of money orders, stamps, etc.) by the seller.

- (c) by using the Card at an ATM or other device available for this purpose, to obtain cash or to make a transfer from your Account to any other deposit or loan account you have with us.

- (d) by incurring certain fees which may be billed as a Cash Advance for billing purposes, such as the Account Origination Fee.

7. "Closing Date" means the last day of any Billing Cycle.

8. "Credit Limit" means the maximum amount of credit we have approved for you on your Account which may be outstanding at any time.

9. "Deposit" means the statement savings account that you may maintain with us at any time in connection with your Account. The Deposit is subject to our regular Statement Savings Account Deposit Rules and Regulations (the "Rules") which are in effect (as may be amended from time to time) and which are included with this Agreement. Information described in the Truth-in-Savings disclosures of the statement savings account has been or will be sent to

you when you open the Deposit. Your Deposit will secure all credit you now have or later obtain on your Account, as well as our charges.

10. "New Balance" means the outstanding balance in your Account at the end of any Billing Cycle. The New Balance is the sum of the Previous Balance shown on your Statement, less payments and credits, plus new Cash Advances and Purchases and our charges (including Finance Charges) posted during the Billing Cycle.

11. "POS" means point of sale.

12. "Purchase" means credit you or an Authorized User obtains on your Account, when you present the Card, or Card number, to a merchant honoring the Card or use the Card at a POS terminal to purchase goods and/or services. Purchases also includes any fee listed in the "Our Charges" portion of this Agreement and any other charge billed to your Account (i.e. credit insurance) that is not a Cash Advance.

13. "Statement" means a statement of your Account which we will send to you at the end of any Billing Cycle in which we owe you or you owe us more than \$1.00, or we impose any charge (including Finance Charges), or any payment, credit, Cash Advance or Purchase is posted to your Account.

Using Your Account To Obtain Credit. You can use the Card and your Account to make Purchases and obtain Cash Advances at any time, as long as you are not in Default and your credit privileges have not been terminated. We may also allow Purchases or Cash Advances on your Account, even if your credit privileges have been terminated, if the Purchase or Cash Advance was authorized by you. Your Account may be used only for valid and lawful purposes. If you use or allow someone else to use your Account for any other purpose you will be responsible for such use and may be required to reimburse us and/or Visa or MasterCard for all amounts or expenses either we or Visa or MasterCard pay as a result of such use.

Credit Limit. Your Credit Limit will appear on the accompanying Card carrier and on your Statements. You may not exceed or attempt to exceed your Credit Limit at any time. However, if your Account balance exceeds your Credit Limit for any reason, we may require that you pay us any such excess immediately on demand, rather than in monthly installments. If we have previously honored requests for credit over your Credit Limit, it does not mean that we will honor further overlimit requests. You may increase your Credit Limit at any time by sending us a Deposit (or an amount to be added to any existing Deposit with us) equal to the amount of the desired increase. We may lower your Credit Limit at any time but not below the amount of your Deposit. We may also offer or accept requests for unsecured credit line increases, which may be subject to a Credit Line Increase fee Finance Charge.

Promise to Pay. By applying for an Account, signing the Card or obtaining credit on your Account, you agree, jointly and severally if more than one person applied for the Account, to be obligated for all credit obtained on your Account, whether by you or any of you, or by any Authorized User, as well as for our charges (including Finance Charges) as provided in this Agreement. You also agree to be legally bound by this Agreement. You promise to pay to us all sums you owe on your Account, together with Finance Charges and other charges, in U.S. dollars and in accordance with this Agreement and the payment instructions that appear on your Statement. No Cash Advance Check, draft or written instrument we supply to you can be used to make a payment against this Account. No payments shall operate as an accord and satisfaction without prior written approval of a Senior Officer of the Bank. We will apply your payments in any lawful manner that we choose.

You may choose, subject to our approval, to make a payment by means of a direct debit to your checking account. By requesting us to process a payment by direct debit to your checking account, you hereby authorize us, at our option, to debit your checking account by means of an electronic transaction or to submit a paper check or draft to your bank.

You agree that we may convert any payment check or other payment instrument you send us into an electronic debit transaction that will be processed through the Automated Clearing House system ("ACH") and electronically debited from the account on which the check was drawn. Your payment check or other payment instrument will not be presented to your bank or returned to you. This is called check truncation. However, should you need a copy of a check you may contact us and we will provide it for you. You may be charged a fee for such copy request as allowed by law. If you do not want to have your checks truncated you must send a letter to our customer service address stating so.

Statements. The Statements we will send to you will reflect the activity and our charges on your Account during the Billing Cycle. They will also show your Minimum Payment and the Payment Due Date by which we must receive your Minimum Payment. If there are more than one of you, we will send the Statements only to any person named as an "Applicant" on the application.

Our Charges. You agree to pay us the following fees in connection with your Account. Such fees will be treated as Purchases on your Account. Our assessment of Late Fees, Overlimit Fees, Returned Payment Fees and Dishonored Check Fees does not mean you are permitted to engage in conduct giving rise to these fees. In fact, you agree not to engage in such conduct.

1. **Annual Fee.** Your Account is subject to an Annual Fee and it will be imposed when your Account is approved and in about the same Billing Cycle of each following year. The \$50.00 Annual Fee imposed is nonrefundable (except as set forth below) and will be billed if your Account is open or has a balance at the time the fee is due. If we terminate your Account at any time other than due to your Default, we will refund a pro rata portion of the Annual Fee.

2. **Copying Charges.** If you request duplicates of any Statement, Cash Advance Check or other documents (except in connection with proper and timely written notice of a billing error), we will charge you \$3.00 for each copy we provide, unless applicable state law requires us to charge a lesser amount.

3. **Late Fee.** We impose a Late Fee of \$30.00 on your Account if we do not receive your Minimum Payment by the Payment Due Date shown on your Statement.

4. **Overlimit Fee.** We will charge you an Overlimit Fee of \$30.00 each Billing Cycle if either of the following occurs: (i) you authorize or incur any Purchase, Cash Advance or other charge (including Finance Charges and/or fees) against your Account that would cause you to exceed your Credit Limit, whether or not we honor your request; or (ii) your Account balance exceeds the Credit Limit on your Account on any day during the Billing Cycle.

5. **Returned Payment Fee.** If any check, draft, or electronic payment submitted as payment for sums owing on your Account, or for any other purpose, is returned unpaid for any reason, we will charge your Account a \$30.00 Returned Payment Fee.

6. **Dishonored Check Fee.** If we dishonor any Cash Advance Check, draft or other instrument because (i) you use or attempt to use such Cash Advance Check, draft or other instrument while your Account is delinquent and/or overlimit, (ii) the use or attempted use of such Cash Advance Check, draft or other instrument would cause you to exceed your Credit Limit or (iii) your Account had been terminated either by you or us, we will charge you a Dishonored Check Fee of \$30.00.

7. **Reinstatement Fee.** If we terminate credit privileges on your Account due to your Default, at your request and in our sole discretion, we may reinstate your Account privileges if you cure the Default to our satisfaction. If we reinstate your Account, we will charge you a Reinstatement Fee of \$50.00.

8. **Stop Payment Fee.** If we stop payment on any Cash Advance Check, draft or other instrument that we provide to you, at your request or for any other reason, we will charge you a Stop Payment Fee of \$30.00.

9. **Additional Card Fee.** After the initial Card has been issued for your Account, if you request and we agree to provide an additional Card to be issued in the name of an Authorized User or you request and we agree to permit a joint owner be added to your Account, we will charge an Additional Card Fee of \$30.00 to your Account for the approval of your request and the issuance of another Card to your Account.

10. **Replacement Card Fee.** After a Card has been issued in your name, if you request and we agree to provide a replacement Card, we will charge a Replacement Card Fee of \$30.00 to your Account for the Card's replacement. This fee also applies to any Authorized User or joint owner.

11. **Dormant Fees.** When a credit balance on your Account is remitted to your last known address on our records and the funds are returned to us (the "Returned Funds") because the remittance is not deliverable to you, we will charge a Dormant Fee of \$10.00 each subsequent Billing Cycle you do not use the Card and your Account to make a Purchase or obtain a Cash Advance. With respect to any one set of Returned Funds, the aggregate amount of Dormant Fees will not exceed the amount of such Returned Funds. When the amount of Dormant Fees equals the amount of the Returned Funds, your Account will be closed without any further notice or action by us or you. Unless prohibited by applicable law, we will charge your Account for any costs incurred by us associated with complying with state abandoned property laws.

12. **Automated Account Information Fee.** You will be charged the following fees to access our automated account information system through our toll free number. The first two inquiries per Billing Cycle will not incur a charge. Thereafter, the cost will be \$.50 per Account inquiry.

13. **Phone/Internet Payment Fee.** If you choose to make a payment to your Account by phone, you may make a direct debit from your checking account. There will be a \$5.00 charge if you process your payment using our automated system or a \$7.00 charge if you process your payment with the assistance of a representative. If you choose to make a payment to your Account through our web site, there will be a \$3.00 charge.

14. **Miscellaneous Fees.** In accordance with applicable law, we may charge you any reasonable fees for services rendered or for reimbursement of expenses incurred in good faith by us or our agents in connection with your Account, or other reasonable fees in connection with our administering, terminating or reinstating your Account. For example, if you continue to use the Account after we advise you that your credit privileges have been terminated, we may charge you for our costs in listing your Account as ineligible for credit and for any fee imposed on recapture of the Card(s) or Checks.

Finance Charges. Your Account is subject to the following FINANCE CHARGES: (1) an "Account Origination Fee" of \$100.00, which will be charged to your Account when your Account is approved (unless you have paid this Account Origination Fee in cash with your application); (2) a Cash Advance Fee equal to the greater of \$5.00 or 5% of the Cash Advance,

which is imposed whenever we honor any Cash Advance you request. Please note that in the Billing Cycle in which a Cash Advance is posted, the Cash Advance Fee will cause the "Annual Percentage Rate" to exceed the "Corresponding Annual Percentage Rate" shown on your Statement for that Billing Cycle; (3) a "Periodic Rate Finance Charge," which is calculated on the Purchase or Cash Advance balances outstanding on your Account; (4) a "Credit Line Increase Fee" of \$100.00, which may be charged in connection with each unsecured credit line increase we approve after your Account is opened; and (5) a "minimum FINANCE CHARGE" of \$.50, which will be charged for a Billing Cycle during which there exists any Purchases and/or Cash Advances balance of \$1.00 or greater in your Account. To determine the Periodic Rate Finance Charge we multiply the monthly Periodic Rate(s) by the "average daily balances" in your Account (including current transactions), which we compute separately for Purchases and Cash Advances. The total Finance Charge imposed on your Account each Billing Cycle is the sum of the Periodic Rate Finance Charges, all Cash Advance Fees, all Account Origination Fees, any Credit Line Increase Fees, a minimum Finance Charge and any other finance charge which may be imposed during such Billing Cycle. Finance Charges accrue on Purchases and Cash Advances and fees beginning on the date the transaction occurs or on the first day of the Billing Cycle the transaction is received by us (whichever is later) or, at our option, the date the transaction is posted to your Account. Finance Charges continue to accrue until payment in full is received.

The monthly Periodic Rate (and corresponding Annual Percentage Rate) applicable to your Account are variable and may increase or decrease from month to month. These rates are based on the value of an index ("Index") to which we add a margin. The Index applicable to your Account for a Billing Cycle is the highest Prime Rate reported in the "Money Rates" column of *The Wall Street Journal* on the last business day of the month that ended prior to the first day of the Billing Cycle. An increase in the rate may cause you to pay a larger finance charge and a higher minimum payment. A decrease in the rate may cause you to pay a smaller finance charge and a lower minimum payment.

(a) Purchases. To get the "average daily balance" of Purchases, we take the beginning balance of Purchases in your Account each day, add any new Purchases, and subtract any payments or credits posted that day which are applied to Purchases. On the first day of each Billing Cycle, we add to the daily balance of Purchases the unpaid Finance Charges for Purchases for the prior Billing Cycle. (In this way, we compound Finance Charges on Purchases on your Account.) This gives us the daily balance of Purchases. Then we add up all the daily balances of Purchases for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the "average daily balance" of Purchases. There is no grace period in which Purchases may be repaid without incurring a Finance Charge.

(b) Cash Advances. To get the "average daily balance" of Cash Advances, we take the beginning balance of Cash Advances in your Account each day, add any new Cash Advances, and subtract any payments or credits posted that day which are applied to Cash Advances. On the first day of each Billing Cycle, we add the unpaid Periodic Rate Finance Charges for Cash Advances for the prior Billing Cycle to the daily balance of Cash Advances. (In this way, and by adding any unpaid Account Origination Fee to the Cash Advances balance on the first day of the first Billing Cycle, we compound Finance Charges on Cash Advances on your Account.) This gives us the daily balance of Cash Advances. Then we add up all the daily balances of Cash Advances for the Billing Cycle and divide the total by the number of days in

the Billing Cycle. This gives us the "average daily balance" of Cash Advances. There is no grace period in which Cash Advances may be repaid without incurring a Finance Charge.

(c) General Periodic Rates. The monthly Periodic Rate for Purchases and Cash Advances is the greater of (i) one twelfth of the sum of the Index plus a margin of 12.74% or (ii) 1.749%, which corresponds to an ANNUAL PERCENTAGE RATE of 20.99%. The monthly Periodic Rate (and corresponding ANNUAL PERCENTAGE RATE) in effect when this Agreement was sent to you are shown on the accompanying card carrier or insert sent to you with this Agreement.

(d) Periodic Rates for Late Payers.

(i) If at any time you do not pay at least the Minimum Payment Due on or before the last day of the first Billing Cycle which begins after the applicable Payment Due Date, the monthly Periodic Rate for Purchases and Cash Advances (including existing balances) will be increased to an adjusted variable monthly Periodic Rate equal to the greater of (A) one twelfth of the sum of the Index plus a margin of 15.74% or (B) 1.999%, which corresponds to an ANNUAL PERCENTAGE RATE of 23.99%. The monthly Periodic Rate (and corresponding ANNUAL PERCENTAGE RATE) in effect when this Agreement was sent to you are shown on the accompanying card carrier or insert. The adjusted monthly Periodic Rate will take effect as of the first day of that first Billing Cycle.

(ii) If at any time you do not pay at least the Minimum Payment Due on or before the last day of the second consecutive Billing Cycle which begins after the applicable Payment Due Date, the monthly Periodic Rate for Purchases and Cash Advances (including existing balances) will be increased to an adjusted variable monthly Periodic Rate equal to the greater of (A) one twelfth of the sum of the Index plus a margin of 18.74% or (B) 2.249%, which corresponds to an ANNUAL PERCENTAGE RATE of 26.99%. The monthly Periodic Rate (and corresponding ANNUAL PERCENTAGE RATE) in effect when this Agreement was sent to you are shown on the accompanying card carrier or insert. The adjusted monthly Periodic Rate will take effect as of the first day of that second consecutive Billing Cycle.

(iii) If your monthly Periodic Rate (and the corresponding ANNUAL PERCENTAGE RATE) is increased as described in (d)(i) or (d)(ii) above, it may subsequently be reduced at our discretion commencing after a review, which occurs at the end of each Billing Cycle, whereby we determine that for (d)(i), for three consecutive Billing Cycles and for (d)(ii), for six consecutive Billing Cycles the following conditions have been met: (1) no payment has been received late. (2) at least the Minimum Payment amount has been received and (3) your Account remained open, eligible to charge and under the Credit Limit. Accounts whose rates are so reduced will be subject to a subsequent increase should future payments be missed in the manner described above.

Credit Availability. Payments by guaranteed funds (such as money orders and cashier's checks) will increase your credit availability on the day after your payment is credited. For all other payments, depending on the payment amount and/or how long your Account has been opened or if you have previously made a payment with nonsufficient funds, the payment will not increase your credit availability until we are assured that the payment instrument has not been dishonored.

Minimum Payments. You may pay your entire balance at any time, without penalty or premium. Whenever a balance is due, however, each month you must pay us at least the Minimum Payment Due, which we must receive on or before the Payment Due Date shown on the Statement. The Payment Due Date will be 25 days after the Closing Date. The Minimum

Payment Due in any monthly Billing Cycle will be the sum of (i) 3% of your New Balance at the end of the Billing Cycle (rounded up to the next dollar), or \$35.00, whichever is more (or your entire New Balance if less than \$35.00), plus (ii) all past due amounts, plus (iii) the amount by which you have exceeded your Credit Limit.

Security. If at any time you decide to increase your Credit Limit, you may do so by sending us a check or money order for deposit in a statement savings account (the "Deposit"). You grant us a security interest and pledge and assign to us any and all sums now or later in the Deposit to secure payment of all of your existing and future obligations under this Agreement and your Account. The Deposit must be maintained with us unencumbered (i.e. not subject to any lien, judgment, attachment or execution) at all times. You may add to the Deposit at any time to increase your Credit Limit, or we may choose to increase your Credit Limit without requiring you to add to the Deposit. With our consent, you may also withdraw from the Deposit, which will reduce your Credit Limit by a like amount, so long as you do not cause the outstanding balance in the Account to exceed your new, lower Credit Limit. You agree that we may restrict your right to obtain withdrawals from the Deposit. Upon a Default and without notice to you, we may apply any sums then in the Deposit, including interest, if any, you earned on the Deposit, against what you then owe on your Account. We may retain the Deposit or any sums remaining in the Deposit until the latest of the following events: (i) 10 business days after the time all sums owed to us on your Account are paid in full, (ii) 10 weeks from the time we receive from you all of the unexpired Cards and Cash Advance Checks, cut in half, or (iii) 10 weeks from the time of termination of your Account. Except for the Deposit, we do not have a security interest in any other of your property in connection with your Account.

Terminating Credit. You or we may terminate your credit privileges on your Account at any time, including but not limited to when you are in default under this Agreement. You may terminate by notifying us of your intent to terminate. In order to terminate your credit privileges on your Account, you must: give us written notice of your termination of your Account at the address for inquiries shown on your Statement, and pay your outstanding Balance in full. Your notice of termination will become effective as soon as we can reasonably act on it. We can terminate your credit privileges on your Account at any time for any reason. If we terminate your credit privileges on your Account, you promise that any amounts which you owe us at the time of termination, plus any Finance Charges and other charges that will continue to be imposed at the rates specified in this Agreement, will be repaid according to this Agreement. If you terminate your Account within 30 days of the date it is opened and you have not made any Purchases or Cash Advances, we will issue a credit to your Account for any fees, Finance Charges or third party enhancement charges billed.

Default. You will be in default of this Agreement if any of the following occur:

1. You do not make a Minimum Payment on your Account on or before the Payment Due Date;
2. You die or are declared legally incompetent;
3. Any of you becomes insolvent or bankrupt;
4. You exceed or attempt to exceed the Credit Limit;
5. You provide us with false or misleading information or signatures at any time or use your Account in any fraudulent or unlawful manner;
6. You fail to comply with this Agreement;
7. You fail to make any payment or perform any promise in any other agreement or obligation you have with us; or

8. Any judgment, lien, attachment or execution is issued against you, the Deposit or your other property.

If you are in default, we may immediately terminate your credit privileges on your Account and any other credit account(s) you may have with us. We need not give you notice of termination. We may also demand that you immediately pay us all sums owing on your Account and any other credit accounts(s) you may have with us, including all unpaid Finance Charges and other charges. We may also combine the outstanding balance on your Account with the balances of any other credit account(s) you may have with us regardless of whether or not that account is past due. Without notice to you, we may also apply any sums then in the Deposit, including interest, if any, you earned on the Deposit, against what you then owe on your Account. We may also demand that you cut the Card(s) and Cash Advance Checks in half and immediately return them to us. Although we may have declared your Account to be in default, you agree to pay us Finance Charges at the rates provided in this Agreement until all sums you owe us are paid in full, even if we have demanded that you make immediate payment in full.

If we waive a default, we do not waive the right to declare the same or another event occurring later as a default of your Account. If we start collection proceedings to recover amounts you owe us on this Agreement, to the extent permitted by law you agree to pay the reasonable fees of our attorneys who are not our regularly salaried employees, all fees paid to third parties who collect on your debt for us, and all of our court, arbitration or other collection charges.

Check Return. If we issue Cash Advance Checks or drafts to you for use with your Account, you agree that we need not return them to you. If you need evidence of any payment represented by a Cash Advance Check or draft, you agree that a photocopy or similar reproduction we provide to you will be satisfactory for such purposes.

No Responsibility. We are not responsible in any way for the failure or refusal of any person to honor a Card, Cash Advance Check or other credit instrument or device we supply to you. We are not responsible if any ATM or other device fails to operate or operates improperly.

Lost or Stolen Cards or Checks. You agree to notify us immediately if any Card or Cash Advance Checks are lost or stolen, or if you suspect that they or your Account has been used, or may be used, without your permission.

Severability and Waiver. If any provision of this Agreement is invalid or unenforceable under any law, rule or regulation, it shall not affect the validity or enforceability of any other provision of this Agreement. We may delay or waive enforcing any of our rights under this agreement without losing them.

Changing This Agreement. We may change the terms of this Agreement from time to time, including, without limitation, by adding new terms or by deleting or modifying existing terms. If we change this Agreement, we will send you a prior notice of the change only if it is then required by law. To the extent permitted by law, a change in terms of this Agreement will apply to existing balances and new transactions on your Account.

Credit Information. We have engaged Applied Card Systems, Inc. ("ACS"), of Wilmington, Delaware, to service your Account. As permitted by law, you authorize us and ACS to check your credit record and to receive and exchange credit information about you and your Account with others.

Governing Law. This Agreement is governed by the laws of the State of Delaware, except as federal laws apply. Your Account was opened or will be continued after approval by us in Delaware.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONCROSS COUNTRY BANK OF DELAWARE,
a Delaware corporationPlaintiff(s), |
v. | No. 2005-RON L. KAUFFMAN,
an individual

Defendant(s), |

VERIFICATION

The undersigned, C. Heckstall, avers
that he/she is the Agent of Plaintiff,
is authorized to make this verification on behalf of
Plaintiff, the statements of fact contained in the attached
Complaint are true and correct to the best of his/her
information, knowledge and belief, and are made subject
to the penalties of 18 Pa. Cons. Stat. Ann. Section 4904
relating to unsworn falsification to authorities.

VERIFCOM.PLE

Date 8-11-05C. Heckstall

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CROSS COUNTRY BANK OF DELAWARE,
a Delaware corporation

CIVIL DIVISION

Plaintiff(s) ,

No. 2005-01532-CD

V.

RON L. KAUFFMAN,
an individual

Defendant (s) ,

STIPULATION FOR JUDGMENT

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300
; 73167

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

;73167

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

CROSS COUNTRY BANK OF DELAWARE,
a Delaware corporation

Plaintiff(s),

v.

No. 2005-01532-CD

RON L. KAUFFMAN,
an individual

Defendant(s),

STIPULATION FOR JUDGMENT

The parties stipulate as follows.

1. Plaintiff commenced this civil action by filing a Complaint stating a claim for \$2,204.22 plus interest from June 6, 2005 at the agreed contract rate of 20.99% per year for sums due on Defendant's Cross Country Bank of Delaware credit card account #4227097298562278, reasonable attorney's fees and costs (the "Indebtedness").

2. Defendant has offered and Plaintiff has agreed to accept payment of the Indebtedness in monthly installments, each in the amount of \$150.00. The Defendant shall pay the balance

in monthly installment payments of \$150.00 on or before the 25th day of the month beginning November 25, 2005 with interest at 6% per year, provided payment is made timely in accordance with the terms of this Stipulation.

3. Judgment shall be entered in favor of Plaintiff and against Defendant for the full amount of the Indebtedness as defined above in the sum of \$2,204.22 plus interest at the contract rate of 20.99% per year from June 6, 2005 plus 20% attorney's fees and costs (the "Judgment").

4. So long as Defendant makes the said payments timely, time being of the essence, Plaintiff shall not take any further legal action beyond entering judgment on this Stipulation and upon receipt of timely payment of the Indebtedness, interest and costs in full in accordance with the terms of this Stipulation, Plaintiff shall satisfy the Judgment.

5. If Defendant fails to make the agreed payments timely, time being of the essence, Plaintiff may execute on the Judgment upon praecipe to the Prothonotary for the balance due on the Judgment after credit is given for any payments made by Defendant and Plaintiff may take any other supplemental action on the Judgment as authorized by law and rules of court.

6. Defendant shall make the said payments to and payable to Louis B. Swartz, Attorney for Cross Country Bank of Delaware, 1600 Law and Finance Building, Pittsburgh, PA 15219.

LOUIS B. SWARTZ, ESQUIRE /DATE
Swartz Lovejoy & Assocs.
Attorney for Plaintiff
1600 Law and Finance Building
Pittsburgh, PA 15219
412/288-0300

Ron L. Kauffman 11-15-05
RON L. KAUFFMAN /DATE
Defendant
108 Liberty Street
Coalport, PA 16627
814-672-5927

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

 COPY

CROSS COUNTRY BANK OF DELAWARE,
a Delaware corporation

Plaintiff(s),

No. 2005-01532-CD

v.

RON L. KAUFFMAN,
an individual

Defendant(s),

NOTICE OF ENTRY OF JUDGMENT

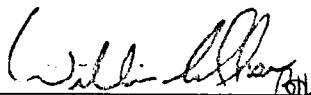
NOTICE OF ENTRY OF JUDGMENT

TO: Ron L. Kauffman

108 Liberty Street
Coalport, Pa 16627

TAKE NOTICE that on the 21st day of

November, 2005, judgment was entered against
you in the above captioned case in the principal amount of
\$2,204.22 plus interest per Stipulation of Judgment and costs.



PROTHONOTARY

LOUIS B. SWARTZ, ESQUIRE
ATTORNEY FOR PLAINTIFF
SWARTZ LOVEJOY AND ASSOCIATES
1600 LAW AND FINANCE BUILDING
PITTSBURGH, PA 15219
412/288-0300

□E□4NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

copy

Cross Country Bank of Delaware
Plaintiff(s)

No.: 2005-01532-CD

Real Debt: \$2,204.22

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Ron L. Kauffman
Defendant(s)

Entry: \$20.00

Instrument: Stipulation for Judgment

Date of Entry: November 21, 2005

Expires: November 21, 2010

Certified from the record this 21st day of November, 2005.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CROSS COUNTRY BANK OF DELAWARE, | CIVIL DIVISION
a Delaware corporation |

Plaintiff(s), |
v. | No. 2005-01532-CD

RON L. KAUFFMAN,
an individual

Defendant(s), | PRAECIPE TO SATISFY JUDGMENT

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300
873167

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

FILED Atty pd. 7.00
m133387
DEC 19 2005 Cert. of Sat.
William A. Shaw
Prothonotary, Clerk of Courts to Atty
CR

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

CROSS COUNTRY BANK OF DELAWARE,
a Delaware corporation

Plaintiff(s),

No. 2005-01532-CD

v.

RON L. KAUFFMAN,
an individual

Defendant(s),

PRAECIPE TO SATISFY JUDGMENT

TO THE PROTHONOTARY:

Mark the judgment in the above-captioned case "satisfied."

LOUIS B. SWARTZ
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

Before me, the undersigned authority appeared LOUIS B. SWARTZ,
who being known to me, acknowledged that he executed the
foregoing Praeclipe for the purposes stated therein.

date 12/16/05

Diana M. Barbour
NOTARY PUBLIC

SATISFY.PLE

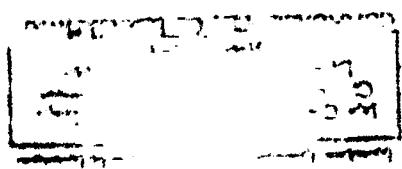
COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Diana M. Barbour, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Oct. 9, 2008

Member, Pennsylvania Association of Notaries

DEC 19 2005

James A. Shaw
Prothonotary Clerk of Courts



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

copy

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2005-01532-CD

Cross Country Bank of Delaware

Debt: \$2,204.22

Vs.

Atty's Comm.:

Ron L. Kauffman

Interest From:

Cost: \$7.00

NOW, Monday, December 19, 2005 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 19th day of December, A.D. 2005.

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100879
NO: 05-1532-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CROSS COUNTRY BANK OF DELAWARE
vs.
DEFENDANT: RON L. KAUFFMAN

SHERIFF RETURN

NOW, October 26, 2005 AT 10:14 AM SERVED THE WITHIN COMPLAINT ON RON L. KAUFFMAN DEFENDANT AT 108 LIBERTY ST., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RON L. KAUFFMAN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SWARTZ	32718	10.00
SHERIFF HAWKINS	SWARTZ	32718	45.16

FILED

FEB 09 2006
0182411
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2006

*Chester A. Hawkins
by Marly H. Harris*
Chester A. Hawkins
Sheriff