

06-667-CD

Chase Manhattan Bk vs Kelly J. Royer

2006-667-CD

Chase Manhattan et al vs Kelly Royer

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William A. Shaw  
Prothonotary/Clerk of Courts  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA CIVIL  
DIVISION

CHASE MANHATTAN BANK, USA, N.A.  
s/i/i/t BANK ONE DELAWARE, N.A.,

No. 2006-667-C0

Plaintiff,

vs.

KELLY J ROYER,

Defendant.

**COMPLAINT**

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR #04625271

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

CHASE MANHATTAN BANK, USA, N.A.  
s/i/i/t BANK ONE DELAWARE, N.A.

Plaintiff

vs.

Civil Action No.

KELLY J ROYER

Defendant

**COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this 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 in the complaint or for any other 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

Court Administrator  
Clearfield County Courthouse  
230 East Market St., Suite 228  
Clearfield, Pa 16830  
(814) 765-2641, Ext. 1300-1301

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

CHASE MANHATTAN BANK, USA, N.A.  
s/i/i/t BANK ONE DELAWARE, N.A.,

No.

Plaintiff,

vs.

KELLY J ROYER,

Defendant.

**COMPLAINT**

1. Plaintiff, Chase Manhattan Bank, is a corporation located in Wilmington, Delaware.
2. Defendant is an adult individual with a last known address of 820 Barclay St, Clearfield, Pa 16830.
3. On or before January 12, 2003, Plaintiff and Defendant entered into a Cardmember Agreement for a credit card bearing the account number 4266851041943983. A true and correct copy of the Cardmember Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.

4. The Cardholder Agreement contains a provision to settle by arbitration any claim, dispute or controversy arising from or relating in any way to the Cardholder Agreement.

5. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of February 6, 2006, in the amount of \$19,617.35.

6. Defendant is in default of the terms of the cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable.

7. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the rate of 6.0% per annum on the unpaid balance.

8. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, Kelly J. Royer individually, in the amount of \$19,617.35 with continuing finance charges thereon at the rate of 6.0% per annum from February 6, 2006 plus costs; or in the alternative, an order directing the parties to arbitrate this dispute pursuant to the terms contained in the Cardholder Agreement.

Respectfully Submitted:

By:   
William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

B1 original  
3-1-98 Hrb. Amendment

## Cardmember Agreement

### EXHIBIT

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Bank One Original Agreement with 02.28.99 Amendment Incorporating Arbitration Prov.  
and Full Bank One Agreement Post Merger with First USA Bank, N.A.

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

If we find that we made a mistake on your bill, you will ~~not~~ have to pay any finance charges related to any questioned amount. If we did make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the ~~date~~ due date due if you fail to pay the amount that we think you owe. We may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first ~~500~~ requested amount, even if your bill was correct.

**Special Rule For Credit Card Purchases**

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

- You must have made the purchase in your home state, or if not within your home state within 100 miles of your current mailing address; and
- The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we invited you the advertisement for the property or services.

## CREDIT CARD

### Cardholder Agreement

## VISA®/MasterCard® Cardholder Agreement

The Agreement is for your credit card account (Account) with Bank One, NA (Bank One) and the VISA/MasterCard card(s) (Card) issued to you in connection with your Account. "You" and "your" mean any applicant or joint applicant for the Account or any person using the Account or related cards with the express or implied permission of any applicant. "We," "us," and "our" mean Bank One, our successors and assigns.

The use of the Account by card, check, telephone, or otherwise is governed by the following terms and conditions.

**1. Account Ownership.** This Card remains our property and the Account may be cancelled by us at any time without prior notice. You agree to surrender the Card and other access devices and to discontinue utilization of the Account by any means immediately upon our request.

2. **Credit Limit.** We will assign a credit limit to your Account which we can increase or decrease at any time without notice. We may establish a credit limit for cash advances which is lower than the total credit limit for your Account. Your credit limit, including the lower credit limit for cash advances, if applicable, will be reflected on your billing statement. You agree

ances, "Opposite," in the amount of your billing statement, and agreed not to exceed that credit limit, including the lower limit for cash advances.

**3. Liability.** You may be liable for the loss, theft, or unauthorized use of the Account. You will not be liable for unauthorized use which occurs after notifying us by telephone, in person, or in writing of the loss, theft, or unauthorized use at Bank One, NA, Bankcard, Dept. 0532, Columbus, OH 43271-0532.

in any case, liability will not exceed the lesser of \$50 or the amount of money, property, or services obtained by such use prior to notification to us. If you have authorized another person to use your Card, and you want to terminate that person's authority, you must recover the Card. •

4. **Promise to Pay.** You promise to pay for all purchases and cash advances made by you or any authorized person even if that person exceeds your authority. In addition you promise to pay all Finance Charges, and other fees and charges in accordance with billing statements.

5. **Billing Statements.** You will receive a billing statement (Statement) for any month in which there is a balance on your Account. Your payment is due at such place as we designate, or before the Date Payment Due printed on your Statement.

6. **Payments.** You may pay the Total New Balance shown on your Statement each month, or you may pay in monthly installments. If you decide to pay in monthly installments, you must pay at least the Minimum Payment amount shown on your Statement. The Minimum Payment will be 3% of your Total New Balance, but not less than \$10.00. If your Total New Balance is less than \$10.00, you must pay the full amount. Any amount past due and any amount that exceeds your credit limit will be added to the Minimum Payment due. Checks written for payment on your Account, must be written in U.S. Dollars and drawn on a U.S. Bank.

7. Fees. The following fees, or such fees as provided from time to time, will be assessed:

(A) An Annual Fee of \$0.  
(B) An Over-the-Credit-Limit Fee of \$20 for any month in which the Total New Balance of your Account on the Statement Date exceeds your credit limit.

(C) A Returned Check Fee of \$20 for any check or other negotiable instrument in payment on your Account which is presented and not paid. There will be no Returned Check Fees assessed to your credit card account if the check is drawn on a Bank One checking account.

JIN 8227

(D) A Returned VISA/MasterCard Check Fee of \$20 if any VISA/MasterCard check is presented for payment and returned because your Account is in default, restricted due to delinquency, or would cause your Account balance to exceed your credit limit.

(E) A Late Payment Fee of \$20 when you fail to make at least the Minimum Payment by the Date Payment Due shown on your Statement.

(F) A Stop Payment Fee of \$20 any time you request a stop payment on a VISA or MasterCard check.

8. **Finance Charge.** The FINANCE CHARGE on your Account is determined by multiplying your Average Daily Principal Balance by the Daily Periodic Rate by the number of days in the billing period. The Daily Periodic Rate is equal to 1/365th of the ANNUAL PERCENTAGE RATE. The Daily Periodic Rate for your Account is 0.044% which is a corresponding ANNUAL PERCENTAGE RATE of 15.90%.

The Average Daily Principal Balance is calculated separately for purchases and cash advances. To determine the Average Daily Principal Balance, we add the Daily Balances and divide the total by the number of days in the statement billing period. The amount of any purchase or cash advance, including VISA/MasterCard checks, will bear Finance Charge from the day of the transaction or from the first day of the billing cycle in which the transaction is applied to your Account, whichever is later.

The Daily Purchase Balance is calculated by taking the daily beginning balance of purchases, minus (i) the portion of payments and credit adjustments applied to the purchase balance, and credit vouchers, plus (ii) new purchases, debit purchase adjustments, and fees (except automatically assessed fees billed on cycle day which are included in the next day balance). We will also add periodic Finance Charge calculated on the prior day's Daily Purchase Balance.

Pay the New Balance of Purchases in full every month and incur no Finance Charge on the New Balance of Purchases. There is a grace period of at least 25 days to avoid additional Finance Charge on the New Balance of Purchases. Pay at least the New Balance of Purchases by the Date Payment Due shown on your current Statement to avoid additional Finance Charge.

The Daily Cash Advance Balance is calculated by taking the daily beginning balance of cash advances, minus (i) the portion of payments and credit adjustments applied to the cash advance balance (which may include usage charges assessed at automated teller machines), plus (ii) new cash advances and fees (except automatically assessed fees billed on cycle day which are included in the next day balance). We will also add periodic Finance Charge calculated on the prior day's Daily Cash Advance.

An additional Finance Charge will be added for each Cash Advance transaction. Cash Advance transactions are VISA/MasterCard checks applied to your Account, Automated Teller Machine (ATM) disbursements, and cash obtained by presenting your Card at any participating financial institution. The additional FINANCE CHARGE will be 2% of the amount advanced (which may include usage charges assessed at automated teller machines), \$2 minimum, \$20 maximum.

Also, an additional Finance Charge will be added for the following types of transactions which are reflected as purchases on your Statement: wire transfers, money orders, bets, lottery tickets and casino gaming chips. The additional Finance Charge will be 2% of the amount of the transaction, with a \$2 minimum and a \$20 maximum.

9. **Application of Payments.** Payments received at the mailing address specified on your Statement prior to 11:00 a.m. on any business day will be applied on the day received. Payments received after 11:00 a.m. on any business day and payments received on any non-business day will be applied the next business day. Payments received at any other location may incur a delay in crediting to your Account.

We have the right to apply payments to your Account at our discretion. This specifically includes, but is not limited to, the right to apply payments to promotional balances prior to non-promotional balances.

10. **Entire Balance Due.** If you fail to make the required payment when due or break any promise in this Agreement, we may declare the entire balance of your Account due and payable at once without prior notice (subject to applicable law regarding notice or right to cure).

We may also make this declaration if:

- you make any false or misleading statements on your application
- you have been declared bankrupt
- you die
- there is an event that causes the prospect of payment to be significantly

impaired.

11. **Cancellation.** We may cancel your Account, refuse to allow further transactions, including VISA/MasterCard checks, or revoke your Card at any time whether or not you are in default of any part of this Agreement. In the event we take such action, we may declare the entire balance of your Account due or revise the amount of your Minimum Payment (subject to proper notification as required by applicable law). Cancellation of your Account will not affect your liability to us for credit we have extended to you, including amounts not yet billed to your Account. We may cancel your Account without notice or liability. You must surrender the Card either upon our request or the request of any other bank or merchant who is acting upon our instructions.

12. **Foreign Transactions.** We will charge, and you will pay, in U.S. dollars for all foreign transactions at the exchange rate in effect the day before the transaction processing date. As of the printing date of this Agreement, the exchange rate on VISA/MasterCard transactions is either a government-mandated rate or a wholesale market rate, increased by 1%. The exchange rate used on the transaction processing date may differ from the rate in effect on either the date of your transaction or the date the transaction is posted to your account.

13. **Change of Terms.** We can change the terms of this Agreement at any time and will notify you in accordance with Ohio law and applicable federal law. This notice will be mailed to the same address as we send your Statement. The new terms will affect all outstanding balances to the extent not prohibited by Ohio law or applicable federal law.

14. **Other Provisions.**

(A) We have no responsibility for the failure of any machine, merchant, financial institution, or other party to honor your Card.

(B) If legal action is required by us, you will pay the costs, including attorney's.

(C) Each credit card account you have with us is separate from any others you have with us and Finance Charges will be charged on each account's balance. Each credit card account will be represented by a different account number.

15. **Address Changes.** You agree to notify us immediately in writing if you change your address.

16. **Interpretation.** This Agreement shall be governed by applicable federal law and the laws of the State of Ohio. If any provision of this Agreement is held to be invalid, that will not affect the validity of the remaining provisions.

## YOUR BILLING RIGHTS

### (Keep this notice for future use)

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

#### Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST bill in which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- your name and account number
- the dollar amount of the suspected error
- describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.
- your signature and date.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

#### Your Rights and Our Responsibilities After We Receive Your Written Notice

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

Amendment to Cardmember Agreement

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## IMPORTANT NOTICE FOR BANK ONE CREDIT CARD CUSTOMERS ABOUT CHANGES TO YOUR BANK ONE CARDMEMBER AGREEMENT

This Notice informs you of changes to your Bank One Cardmember Agreement.

### SUMMARY OF CHANGE.

A provision providing that any disputes between you and Bank One are to be resolved by arbitration is being added to your Bank One Cardmember Agreement.

### EFFECTIVE DATE/NON-ACCEPTANCE INSTRUCTIONS.

The changes in terms summarized above will become effective March 1, 1998. The new terms will apply to current and future balances in both active accounts and accounts that no longer have charge privileges. If you do not wish to accept the new terms, you must notify us in writing of your decision by February 28, 1998. Please include your name, address and account number on the correspondence and mail it to: Bank One, P.O. Box 8650, Wilmington, Delaware 19899-8650. Giving us this notice will constitute your election to cancel your charge privileges (if not previously canceled), but you may pay off any outstanding unpaid balance of your Account under your prior terms.

### AMENDMENTS TO CARDMEMBER AGREEMENTS:

In order to implement the above-described change in terms, the following changes, as applicable, will be made to your Cardmember Agreement:

- A. Immediately after the paragraph entitled "Special Rule for Credit Card Purchases," the following paragraph will be added:

**ARBITRATION:** Any claim, dispute or controversy ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or your Account, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved by binding arbitration by the National Arbitration Forum, under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, [www.arb-forum.com](http://www.arb-forum.com), or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Judgment upon any arbitration award may be entered in any court having jurisdiction.

ADV239 12/97

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This arbitration agreement applies to all Claims now in existence or that may arise in the future except for (i) Claims that you or we have individually filed in a court before the effective date of the amendment of the Agreement adding this arbitration agreement, (ii) Claims advanced in any judicial class actions that have been finally certified as class actions and where notice of class membership has been given as directed by the court before the effective date of the amendment of the Agreement adding this arbitration agreement; and (iii) Claims by or against any unaffiliated third party to whom ownership of your Account may be assigned after default (unless that party elects to arbitrate). Nothing in this agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owned by either party to the other under this agreement.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT, AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS, BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDING THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS: THE COMPTROLLER OF THE CURRENCY, CENTRAL DISTRICT OFFICE, ONE FINANCIAL PLACE, 440 SOUTH LASALLE, SUITE 2700, CHICAGO, IL 60605.

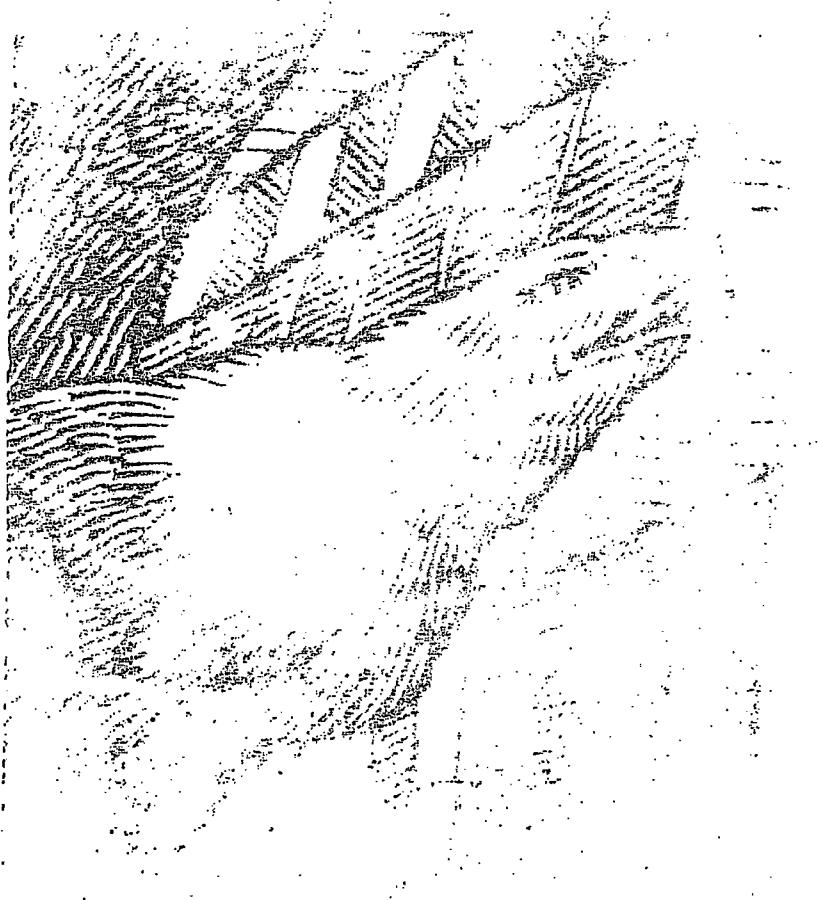
*This notice informs you of pricing changes to your First USA Cardmember Agreement. Please keep it with your original First USA Cardmember Agreement.*

**BANK<sup>ONE</sup>**

ADV239 12/97

7/18 Full Agreement after  
Bank One/First USA Merger

# Cardmember Agreement



## Cardmember Agreement

This is the Agreement that establishes the terms of your Cardmember Account ("Account") with First USA Bank, N.A. (including accounts opened with us through other banks that participate in our MasterCard/Visa program and whose name may be on the face of your Card). Please read it carefully and keep it for your records. You do not need to sign this Agreement, but please be sure to sign the back of your Card if you have not already done so. All extensions of credit in connection with your Account are being made by First USA Bank, N.A. in Wilmington, Delaware. Any use of your Card or Account confirms your acceptance of the terms and conditions of this Agreement.

**Definitions:** In this Agreement, the words "you" and "your" refer to each person (jointly and severally if more than one) who has applied for the Account and any other person who has agreed to be responsible for the Account. The words "we", "us" and "our" refer to First USA Bank, N.A., a national banking association. "Card" refers to each MasterCard and/or Visa Card that is issued on your Account. The Card must be returned or surrendered to us or our agent upon request.

**Using Your Account:** You may use your Card or Account to purchase or lease goods or services or pay amounts you owe wherever the Card is honored or transfer balances from other accounts ("Purchases"). You may also use the Card to obtain cash loans ("Cash Advances") from any financial institution that accepts the Card. You agree to accept credits to your Account instead of cash refunds when the original Purchase was charged to your Account.

We may issue "Convenience Checks" to you which may be used to access your credit line. Use of a Convenience Check will be treated as a "Purchase" in the amount of your check. Each Convenience Check will contain your Account number and may be used only by the person(s) whose name is/are printed on it. Each must be completed and signed by you (or either of you) in the same manner as a regular personal check. If we provide Convenience Checks for your Account, you may not use them to pay any amount you owe under your Cardmember Agreement or under any other credit agreement or account you may have with us, Bank One or any of our related banks.

**Obligations On Your Account:** You authorize us to pay and charge your Account for all Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You promise to pay us for all of these Purchases and Cash Advances, plus any Finance Charges assessed on your Account and any other charges and fees which you may owe us under the terms of this Agreement. You will be obligated to pay authorized charges to your Account whether resulting from (1) actual use of your Card or Convenience Checks, (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card or (3) any other circumstance where you authorize a charge, or authorize someone else to make a charge, to your Account. Each person who is included within the definition of the term "you", above, is responsible to pay the full amount owed on the Account. We may require that you pay the full amount owed without first asking the other person(s) to pay. All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument must be drawn on a U.S. bank or a U.S. branch of a foreign bank. Subject to any mandatory provisions of applicable law, we will apply your payments to the balances in your Account in whatever manner we determine.

**Credit Line/Authorized Usage:** Your credit line is shown on the folder containing your Card. Since we may change your credit line from time to time, your latest credit line will appear on your monthly statement. You agree not to make a Purchase or obtain a Cash Advance that would cause the unpaid balance of your Account to exceed your credit line. We may honor Purchases and Cash Advances in excess of your credit line at our sole discretion. If we do, this Agreement also applies to that excess and you agree to pay the excess immediately if we request that you do. You agree that we may change or cancel your credit line at any time without affecting your obligation to pay amounts that you owe under this Agreement. We may designate that only a portion of your credit line is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your credit line for all purposes of this Cardmember Agreement. For security reasons, we may limit the number or dollar amount of Purchase, Cash Advance and/or Convenience Check transactions that may be accomplished with your Card or Account, and we have the right to limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary to verify payments received on your Account.

**Periodic Statements:** We will send a statement at the end of each monthly billing cycle in which your Account has a debit or credit balance of more than \$1.00 or if a Finance Charge has been imposed. Among other things, your monthly statement will show your New Balance, any Finance Charge, your credit line and available credit, your Minimum Monthly Payment and the Payment Due Date.

**Minimum Monthly Payment:** If the New Balance shown on your monthly statement is less than \$10.00, your Minimum Monthly Payment (due by the Payment Due Date) is your New Balance. Otherwise, the Minimum Monthly Payment for each billing cycle will be the greater of \$10.00 or the total of (1) 2% of the New Balance, plus (2) any amount past due, plus (3) if we so elect, any amount over your credit line at the time of billing. You may pay more than the Minimum Monthly Payment and may at any time pay the full amount you owe us.

**Finance Charges:** There is a minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges in any billing cycle in which you owe a FINANCE CHARGE.

We calculate the "balance subject to FINANCE CHARGE" separately for Purchases and Cash Advances. For Cash Advances we will add a Periodic FINANCE CHARGE from the day you take the Cash Advance until the day we receive payment in full. However, you have a grace period for Purchases. You will not pay a Periodic FINANCE CHARGE on current or previous Purchases if you paid your New Balance in full by the Payment Due Date on your previous statement (or that balance was zero or a credit amount) and you pay your New Balance in full by the Payment Due Date on your current statement.

To determine the Periodic FINANCE CHARGE we apply the applicable Daily Periodic Rate to the daily balances of Purchases, Cash Advances and previous billing cycle Purchases. The sum of these daily calculations is the total Periodic FINANCE CHARGE. Purchases and Cash Advances are included in your daily balance as of the later of the transaction date or the beginning of the billing cycle in which they are posted to your Account, except that Convenience Checks always are included when accounted for in the posted.

The daily balances for current cycle Purchases and Cash Advances and previous cycle Purchases are calculated separately and determined as follows:

1. **Current Cycle Purchases and Cash Advances.** We start with the outstanding balance at the beginning of the current billing cycle. We take the beginning balance of Purchases and Cash Advances

on your Account each day, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, add any new Purchases (including fees that are treated as Purchases) and new Cash Advances and then subtract any payments or credits. This gives us the separate daily balances for Purchases and Cash Advances.

**2. Previous Cycle Purchases.** We start with the outstanding balance at the beginning of the previous billing cycle. We take the beginning balance of Purchases on your Account each day during that billing cycle, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, and add any new Purchases (including fees that are treated as Purchases) and subtract any payments or credits. This gives us the separate daily balance for previous billing cycle Purchases. However, the daily balance for previous cycle Purchases is considered to be zero for each day of the previous billing cycle if you paid in full the New Balance on your previous statement by the Payment Due Date or a Periodic FINANCE CHARGE was already imposed on the the purchases itemized on your previous statement.

If we have "special" periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related Periodic FINANCE CHARGES will be calculated in the same manner as described above for current or previous cycle transactions, as applicable. We figure another portion of the Finance Charge on your Account by adding a one-time Cash Advance FINANCE CHARGE for each Cash Advance when it is obtained. The amount of the Cash Advance FINANCE CHARGE is stated in the Table of Interest Charges.

The total Finance Charge on your Account for a monthly billing cycle will be the sum of the Periodic FINANCE CHARGES plus any Cash Advance FINANCE CHARGES.

This Agreement provides for compounding of Finance Charges (interest).

**Other Interest Charges.** In addition to the Finance Charges discussed above, the following interest charges will be applicable to your Account:

**Annual Membership Fee.** You agree to pay us when billed each year (subject to applicable federal law) a non-refundable annual membership fee in the amount stated in the Table of Interest Charges for the privileges you have under this Agreement, whether or not you exercise those privileges. Your payment of this fee will not affect any of our rights under this Agreement, including our right to terminate your Account.

**Late Fee.** If we do not receive a payment from you in at least the amount of your Minimum Monthly Payment by the Payment Due Date shown on your monthly statement, we may charge you a late payment fee in the amount stated in the Table of Interest Charges. You will only be charged one late payment fee for any Minimum Monthly Payment which is not paid by the Payment Due Date.

**Return Check Fee.** If your bank does not honor the check you gave us to pay amounts you owe under this Agreement, or we must return a check because it is not signed or is otherwise irregular, we may charge you a return check fee in the amount stated in the Table of Interest Charges.

**Overlimit Fee.** We have the right to charge an overlimit fee in the amount stated in the Table of Interest Charges: (1) if your Account balance exceeds your applicable credit line at any time during a monthly cycle; or (2) if you make a Purchase or obtain a Cash Advance at a time when your Account balance is over your credit line.

**Administrative Fees.** If you request photocopies of sales slips or duplicate copies of monthly statements, or if you request more than two Cards or any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services, as from time to time in effect. The present charges for such services are specified in the Table of Interest Charges. However if you request items such as sales slips or duplicate statements in connection with any disputed billing matter (see "Your Billing Rights"), we will not impose a fee if a billing error is disclosed.

Unless otherwise arranged between us, the annual membership fee and any late, return check, over-limit or administrative fee will be added to your Account and treated as a Purchase.

**Default/Collection Costs.** Your Account will be in default and we may demand immediate payment of the entire amount you owe us without giving you prior notice if: (1) in any month we do not receive your Minimum Monthly Payment by the Payment Due Date; (2) you make Purchases or obtain Cash Advances in excess of your credit line; (3) you fail to comply with this Agreement; (4) there is a filing for your bankruptcy; (5) you die or become incapacitated; or (6) we believe in good faith that the payment or performance of your obligations under this Agreement is impaired for any other reason. As permitted by applicable law, you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under this Agreement (including court costs and the fees of any collection agency to which we refer your Account) and, in the event we refer your Account after your default to an attorney who is not our regularly salaried employee, you agree to pay the reasonable fees of such attorney. We will not be obligated to honor any attempted use of your Account if a default has occurred or we have determined to terminate your Account or limit your Account privileges (as discussed below).

**Arbitration.** Any claim, dispute or controversy ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or your Account, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved by binding arbitration by the National Arbitration Forum, under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, [www.arbitrator.org](http://www.arbitrator.org), at P.O. Box 50101, Minneapolis, Minnesota 55401, telephone 1-800-474-2371. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This arbitration agreement applies to all Claims now in existence or that may arise in the future, except for Claims by or against any unaffiliated third party to whom ownership of your Account may be assigned after default, unless that party elects to arbitrate. Nothing in this Agreement shall be construed to prevent any party's use of an advancement of any Claims, defense or otherwise, including garnishment, replevin, judicial foreclosure or any other pre-judgment or provisional remedy relating to any collateral, security or property interest for contractual rights that are in existence prior to either party to the other under this Agreement.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY FILE A Lawsuit.

HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT, AND, OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS, BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

**Termination:** We may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time (and list your Account in warning bulletins) without notice or liability. If we ask, you must return your Cards and any unused Convenience Checks to us, cut in half. You agree that you will not try to make a Purchase or obtain a Cash Advance after you have been notified that your privilege to use your Account has been terminated. You may terminate this Agreement at any time. If you do, you must return to us all Cards and Convenience Checks previously issued on the Account. If you call us, we may require that you confirm your intent to terminate in writing. Your or our termination will not affect your existing obligations under this Agreement or your liability for all charges posted to your Account prior to the time all Cards and unused Convenience Checks issued on your Account are returned to us.

**Notices:** We will send statements and any other notices to you at the address shown in our files. If this is a joint account, we can send statements and notices to either of you. You promise to inform us promptly in writing of any change in your address. We may in our discretion accept address corrections from the United States Postal Service.

**Foreign Currency Transactions:** Transactions in foreign currencies will be converted to U.S. Dollars and posted to your Account at the exchange rate determined by MasterCard or VISA (or their affiliates), using their then current currency conversion procedures and charges. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion, increased by the applicable conversion charge determined by MasterCard or VISA. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

**Skip/Promotional Features:** From time to time, we may let you skip or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain Finance Charges on all or a portion of your Account balance or offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and terms will resume.

**Change in this Agreement:** We can change the terms of this Agreement, including the ANNUAL PERCENTAGE RATE and any fees, at any time. We will notify you of the change. As permitted by applicable law, any change in this Agreement will become effective at the time stated in our notice and unless we state otherwise, the change will apply to all outstanding balances in your Account as well as to new transactions.

**Credit Information:** You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants and credit reporting agencies. We may share information about you with our affiliated companies.

**Sharing Information with Affiliated Companies:** We may share information about you with our affiliated companies. You may request that we do not share information (other than that related to your Account) with our affiliates by writing to us at First USA Bank, N.A., FCRA Opt Out, P.O. Box 8865, Wilmington, DE 19899-8865. Please include your name, address and account number with your request.

**Cardmember Lists:** From time to time, we may share our cardmember lists with companies whose products and services we think will be of interest to you. We carefully review these offers to make sure they meet our standards. You may request that your name not be given to these companies by writing us at First USA Bank, N.A., P.O. Box 8651, Wilmington, DE 19899-8651. Please include your name, address and account number with your request.

**Phone Calls:** In the regular course of our business we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.

**Refusal To Honor Card:** We are not responsible for refusing to honor your Card or Convenience Checks. And, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of your Account.

**Irregular Payments And Delay In Enforcement:** We can accept payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that we may at any time honor a Purchase or Cash Advance in excess of your maximum credit line does not obligate us to do so again.

**Liability For Unauthorized Use Of Your Account:** If your Card or Convenience Checks are lost or stolen or if you are afraid someone may use your Account without your permission, you must notify us at once. You may be liable for unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify First USA Bank, N.A., by writing to us at P.O. Box 8651, Wilmington, DE 19899-8651, or verbally by calling us at 1-800-477-7101, of the loss or theft of your Card or Convenience Checks or the possible unauthorized use of your Account. In any case, your maximum liability is \$50.00. We may terminate or limit access to your Account if you have notified us or we have determined that your Card or Convenience Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

**Assignment:** We may at any time assign your Account, any ~~rights~~ or ~~obligations~~ on your Account, this Agreement or our rights or obligations under this Agreement. The ~~person~~ to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned.

**GOVERNING LAW:** THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAW OF THE STATE OF DELAWARE AND, AS APPLICABLE, FEDERAL LAW.

**Inquiries Or Questions:** You may address any inquiries or questions which you have about your Account to First USA Bank, N.A., P.O. Box 8651, Wilmington, Delaware 19899-8651, or you may call us at 1-800-477-7101. If you telephone us instead of writing, we may lose certain rights the law gives you to dispute billing errors (see "Your Billing Rights").

YOUR BILLING RIGHTS  
Keep This Notice For Future Use

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

Notify Us In Case Of Errors Or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at First USA Bank, N.A., P.O. Box 8851, Wilmington, Delaware 19898-8851. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about.

Your Rights And Our Responsibilities After We Receive Your Written Notice

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

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

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

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

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

Special Rule For Credit Card Purchases

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

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and
- (b) The purchase price must have been more than \$50.

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

FIRST USA

7/98

M-24275  
9.90NAHEMPLUSA-000

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is JACQUELINE GALINDO  
(NAME)

Assistant Treasurer of CHASE USA, NA, plaintiff herein, that  
(TITLE) (COMPANY)

he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

  
(SIGNATURE)  
JACQUELINE GALINDO  
Assistant Treasurer

JACQUELINE GARNIJD

Access to Justice

JACQUELINE GARNIJD

Access to Justice

William A. Shaw  
Prothonotary/Clerk of Courts

MAY 01 2006

FILED

Kelly J Royer  
Marc A Berringer  
820 Barclay Street  
Clearfield, Pa. 16830

Court Of Common Pleas

State of Pennsylvania, Clearfield County

Cause/Case No. 2006 - 667 - CD

Chase Manhattan Bank, USA, N.A.  
s/i/i/t Bank One Delaware, N.A.,  
Plaintiff

v.

Kelly J Royer  
Marc A Berringer  
820 Barclay Street, Clearfield Pa. 16830  
Defendants

Kelly J Royer and Marc A Berringer ("Defendants"), hereby answers the complaint of Bank One Delaware, N.A. ("Plaintiff") for it's self alone as follows and generally acknowledges the allegations of the complaint:

First Affirmative Defense

I acknowledge the fact that I do owe this debt to the plaintiff. This debt was incurred on my Bank One credit card. I have no intention of denying the plaintiff's claim and I am currently trying to resolve the claim.

Second Affirmative Defense

The reason I owe the debt is due to the sudden unemployment of my wife Kelly J Royer. We had been making payments on time up to and including the time of her manufacturing plant shutdown. After a few months of paying this debt, a mortgage, a car payment, utilities, and basic needs, and other expenses, we realized that we could not keep up the payments. We could not even afford to pay the minimum payments. The best alternative we found to bankruptcy was a debt settlement company.

FILED  
m 10:59 AM  
MAY 11 2006  
NO CC

William A. Shaw  
Prothonotary/Clerk of Courts

Kelly J Royer  
Marc A Berringer  
820 Barclay Street  
Clearfield, Pa. 16830

Third Affirmative Defense

We have sought the help of a debt settlement company known as United Debt Recovery to resolve this debt. I feel it is a viable alternative to bankruptcy and/or civil suits. All that is requested of the creditor is time. Time to build up settlement funds to be used to repay the debt in whole or in part as per a negotiation by United Debt Recovery. I have notified the plaintiff of this both in writing and per phone conversations.

My wife and I are not trying to "get out of paying", we simply cannot pay it off at this point in time. If I had the funds to do so now I would, but at this time it is impossible. The settlement requires a thirty-two month period the end date would be April of 2007. I realize this is a long time to wait but, I assure the court and the creditor that I want to resolve this matter as soon as possible.

Wherefore, Defendant requests that:

1. The Plaintiff not receive judgment at this time; and
2. The fees for this litigation be waived.

Dated: 8 May 2006

Kelly J. Royer  
Marc A. Berringer

**FILED**

**MAY 11 2006**

*William A. Shaw*  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101502  
NO: 06-667-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CHASE MANHATTAN BANK, USA, N.A. s/i/i/t BANK ONE DELAWARE, N.A.  
vs.  
DEFENDANT: KELLY J. ROYER

**SHERIFF RETURN**

NOW, May 03, 2006 AT 7:44 AM SERVED THE WITHIN COMPLAINT ON KELLY J. ROYER DEFENDANT AT 820 BARCLAY ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARK ROYER, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

**FILED**  
05/03/06  
MAY 24 2006 LM

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8327863	10.00
SHERIFF HAWKINS	WELTMAN	8327863	20.00

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins  
by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

**FILED**

**MAY 24 2006**

*William A. Shaw*  
Prothonotary/Clerk of Courts

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

CHASE MANHATTAN BANK, USA, N.A.,  
S/I/I/T BANK ONE DELAWARE, N.A.,

Plaintiff,

Case No.: 2006-667-CD

vs.

KELLY J. ROYER,

Defendant.

TYPE OF PLEADING:  
**MOTION FOR SUMMARY  
JUDGMENT**

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Patrick Thomas Woodman, Esquire  
PA I.D. # 34507  
WELTMAN, WEINBERG & REIS  
CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR # 04625271

FILED <sup>NO</sup> cc  
M 10:36 AM  
DEC 13 2006

W.A. Shaw  
Prothonotary/Clerk of Courts

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

CHASE MANHATTAN BANK, USA, N.A.,  
S/I/I/T BANK ONE DELAWARE, N.A.,

Plaintiff,

Case No.: 2006-667-CD

vs.

KELLY J. ROYER

Defendant.

**PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

AND NOW COMES, Plaintiff, by and through its counsel, Weltman, Weinberg & Reis, Co., L.P.A., and hereby files this Motion for Summary Judgment against the Defendant. In support thereof, Plaintiff avers as follows:

1. Plaintiff filed a Complaint bringing this action against Defendant for payment of credit card debt in the amount of \$19,617.35, with continuing interest thereon at the rate of 6.00% per annum from February 6, 2006, plus costs. A true and correct copy of the Complaint is attached hereto as Exhibit "A" and made a part hereof.

2. On or about May 11, 2006, Defendant filed a response to the Complaint acknowledging the material averments of Plaintiff's Complaint and stating that financial difficulties were the reason for not paying the debt. A true and correct copy of the Answer is attached hereto as Exhibit "B" and made a part hereof.

3. Under Pennsylvania Rule of Civil Procedure 1029(b), the averments of the pleading to which a response is required are deemed admitted when not denied specifically.

4. Defendant's Answer contained no New Matter.

5. Under Pennsylvania Rule of Civil Procedure 1032(a), "a party waives all defenses and objections which are not presented either by preliminary objection, answer or reply..."

6. On or about September 18, 2006, Plaintiff served upon Defendant a set of requests for admissions and Requests for Production of Documents. A true and correct copy of the Requests for Admissions is attached hereto and marked as Exhibit "C".

7. Defendant failed to deny any of the requests from Plaintiff.

8. The failure to deny or object to the requests is therefore to be considered as admissions of the matters that were the subject of said requests. Thus, Defendant is not denying applying for the card, use of the card and has not produced any written evidence of notification of Plaintiff of any disputes as to billing or statement inaccuracies and has failed to produce any evidence disputing the accuracy of the account balance referenced.

9. Defendant has failed to aver any facts that would establish a meritorious defense to Plaintiff's Complaint.

10. The record in this matter, as set forth above, reveals that there is no genuine issue of any material fact as to a necessary element of Plaintiff's cause of action or the defense thereto which could be established by additional discovery or expert report, and that Plaintiff is entitled to judgment in its favor as matter of law.

WHEREFORE, Plaintiff respectfully requests that this Court grant Summary Judgment in Plaintiff's favor and against Defendant Kelly J. Royer in the amount of \$19,617.35, with continuing interest thereon at the rate of 6.00% per annum from February 6, 2006, plus costs.

Respectfully Submitted:

Patrick Thomas Woodman

Patrick Thomas Woodman, Esquire  
PA I.D. #34507  
WELTMAN, WEINBERG & REIS  
CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR # 04625271

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

CHASE MANHATTAN BANK, USA, N.A.  
s/i/i/t BANK ONE DELAWARE, N.A.,

No.

Plaintiff,

vs.

KELLY J ROYER,

Defendant.

**COMPLAINT**

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR #04625271

**EXHIBIT**

"A"

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

CHASE MANHATTAN BANK, USA, N.A.  
s/i/i/t BANK ONE DELAWARE, N.A.

Plaintiff

vs.

Civil Action No.

KELLY J ROYER

Defendant

**COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this 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 in the complaint or for any other 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

Court Administrator  
Clearfield County Courthouse  
230 East Market St., Suite 228  
Clearfield, Pa 16830  
(814) 765-2641, Ext. 1300-1301

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

CHASE MANHATTAN BANK, USA, N.A.  
s/i/i/t BANK ONE DELAWARE, N.A.,

No.

Plaintiff,

vs.

KELLY J ROYER,

Defendant.

**COMPLAINT**

1. Plaintiff, Chase Manhattan Bank, is a corporation located in Wilmington, Delaware.
2. Defendant is an adult individual with a last known address of 820 Barclay St, Clearfield, Pa 16830.
3. On or before January 12, 2003, Plaintiff and Defendant entered into a Cardmember Agreement for a credit card bearing the account number 4266851041943983. A true and correct copy of the Cardmember Agreement is attached hereto, marked as Exhibit "1" and made a part hereof.

4. The Cardholder Agreement contains a provision to settle by arbitration any claim, dispute or controversy arising from or relating in any way to the Cardholder Agreement.

5. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of February 6, 2006, in the amount of \$19,617.35.

6. Defendant is in default of the terms of the cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable.

7. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the rate of 6.0% per annum on the unpaid balance.

8. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, Kelly J. Royer individually, in the amount of \$19,617.35 with continuing finance charges thereon at the rate of 6.0% per annum from February 6, 2006 plus costs; or in the alternative, an order directing the parties to arbitrate this dispute pursuant to the terms contained in the Cardholder Agreement.

Respectfully Submitted:

By: William T. Molczan  
William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

B1 original  
3-1-98 Arb. Amendment

## Cardmember Agreement

### EXHIBIT

1

Bank One Original Agreement with 02.28.99 Amendment Incorporating Arbitration Prov.  
and Full Bank One Agreement Post Merger with First USA Bank, N.A.

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

If we find that we made a mistake on your bill, you will ~~have~~ to pay any finance charges related to any questioned amount. If we did make a mistake, you may have to pay finance charges, and ~~will~~ have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that this bill is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you, you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about yourself. And we must tell you the name of anyone we reported you to. ~~Because~~ ~~anyone~~ we report you to that the matter has been settled between ~~us~~ ~~and~~ ~~you~~ ~~finally~~ ~~it~~.

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

#### Special Rule For Credit Card Purchases

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

- You must have made the purchase in your home state and not within your home state within 100 miles of your current mailing address; and
- The purchase price must have been more than \$50. ~~These~~ Limitations do not apply if we own or operate the merchant, or if we made you the advertisement for the property or services.

## CREDIT CARD Cardholder Agreement

#### VISA<sup>®</sup>/MasterCard<sup>®</sup> Cardholder Agreement

This Agreement is for your credit card account (Account) with Bank One, NA (Bank One) and the VISA/MasterCard card(s) (Card) issued to you in connection with your Account. "You" and "your" mean any applicant or joint applicant for the Account or any person using the Account or related cards with the express or implied permission of any applicant. "We," "us," and "our" mean Bank One, our successors and assigns.

The use of the Account by card, check, telephone, or otherwise is governed by the following terms and conditions.

1. Account Ownership. This Card remains our property and the Account may be cancelled by us at any time without prior notice. You agree to surrender the Card and other access devices and to discontinue utilization of the Account by any means immediately upon our request.

2. Credit Limit. We will assign a credit limit to your Account which we can increase or decrease at any time without notice. We may establish a credit limit for cash advances which is lower than the total credit limit for your Account. Your credit limit, including the lower credit limit for cash advances, if applicable, will be reflected on your billing statement. You agree not to exceed that credit limit, including the lower limit for cash advances.

3. Liability. You may be liable for the loss, theft, or unauthorized use of the Account. You will not be liable for unauthorized use which occurs after notifying us by telephone, in person, or in writing of the loss, theft, or unauthorized use at Bank One, NA, Bankcard, Dept. 0532, Columbus, OH 43271-0532.

In any case, liability will not exceed the lesser of \$50 or the amount of money, property, or services obtained by such use prior to notification to us. If you have authorized another person to use your Card, and you want to terminate that person's authority, you must recover the Card.

4. Promise to Pay. You promise to pay for all purchases and cash advances made by you or any authorized person, even if that person exceeds your authority. In addition, you promise to pay all finance charges, and other fees and charges in accordance with billing statements.

5. Billing Statements. You will receive a billing statement (Statement) for any month in which there is a balance on your Account. Your payment is due at such place as we designate, or before the Date Payment Due printed on your Statement.

6. Payments. You may pay the Total New Balance shown on your Statement each month, or you may pay in monthly installments. If you decide to pay in monthly installments, you must pay at least the Minimum Payment amount shown on your Statement. The Minimum Payment will be 3% of your Total New Balance, but ~~at least~~ ~~not less than~~ \$10.00. If your Total New Balance is less than \$10.00, you must pay the full amount. Any amount past due and any amount that exceeds your credit limit will be added to the Minimum Payment due. Checks ~~will~~ be for payment on your Account, must be written in U.S. Dollars and drawn on a U.S. Bank.

7. Fees. The following fees, or such fees as provided from time to time, will be assessed:

- (A) An Annual Fee of \$0.
- (B) An Over-the-Credit-Limit Fee of \$20 for any month in which the Total New Balance of your Account on the Statement Date exceeds your credit limit.

(C) A Returned Check Fee of \$20 for any check or other negotiable instrument in payment on your Account which is presented and not paid. There will be no Returned Check Fees assessed to your credit card account if the check is drawn on a Bank One checking account.

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(D) A Returned VISA/MasterCard Check Fee of \$20 if any VISA/MasterCard check is presented for payment and returned because your Account is in default, restricted due to delinquency, or would cause your Account balance to exceed your credit limit.

(E) A Late Payment Fee of \$20 when you fail to make at least the Minimum Payment by the Date Payment Due shown on your Statement.

(F) A Stop Payment Fee of \$20 any time you request a stop payment on a VISA or MasterCard check.

8. Finance Charge. The FINANCE CHARGE on your Account is determined by multiplying your Average Daily Principal Balance by the Daily Periodic Rate by the number of days in the billing period. The Daily Periodic Rate is equal to 1/365th of the ANNUAL PERCENTAGE RATE. The Daily Periodic Rate for your Account is 0.044% which is a corresponding ANNUAL PERCENTAGE RATE of 15.90%.

The Average Daily Principal Balance is calculated separately for purchases and cash advances. To determine the Average Daily Principal Balance, we add the Daily Balances and divide the total by the number of days in the statement billing period. The amount of any purchase or cash advance, including VISA/MasterCard checks, will bear Finance Charge from the day of the transaction or from the first day of the billing cycle in which the transaction is applied to your Account, whichever is later.

The Daily Purchase Balance is calculated by taking the daily beginning balance of purchases, minus (i) the portion of payments and credit adjustments applied to the purchase balance, and credit vouchers, plus (ii) new purchases, debit purchase adjustments, and fees (except automatically assessed fees billed on cycle day which are included in the next day balance). We will also add periodic Finance Charge calculated on the prior day's Daily Purchase Balance.

Pay the New Balance of Purchases in full every month and incur no Finance Charge on the New Balance of Purchases. There is a grace period of at least 25 days to avoid additional Finance Charge on the New Balance of Purchases. Pay at least the New Balance of Purchases by the Date Payment Due shown on your current Statement to avoid additional Finance Charge.

The Daily Cash Advance Balance is calculated by taking the daily beginning balance of cash advances, minus (i) the portion of payments and credit adjustments applied to the cash advance balance (which may include usage charges assessed at automated teller machines), plus (ii) new cash advances and fees (except automatically assessed fees billed on cycle day which are included in the next day balance). We will also add periodic Finance Charge calculated on the prior day's Daily Cash Advance.

An additional Finance Charge will be added for each Cash Advance transaction. Cash Advance transactions are VISA/MasterCard checks applied to your Account, Automated Teller Machine (ATM) disbursements, and cash obtained by presenting your Card at any participating financial institution. The additional FINANCE CHARGE will be 2% of the amount advanced (which may include usage charges assessed at automated teller machines), \$2 minimum, \$20 maximum.

Also, an additional Finance Charge will be added for the following types of transactions which are reflected as purchases on your Statement: wire transfers, money orders, bets, lottery tickets and casino gaming chips. The additional Finance Charge will be 2% of the amount of the transaction, with a \$2 minimum and a \$20 maximum.

9. Application of Payments. Payments received at the mailing address specified on your Statement prior to 11:00 a.m. on any business day will be applied on the day received. Payments received after 11:00 a.m. on any business day and payments received on any non-business day will be applied the next business day. Payments received at any other location may incur a delay in crediting to your Account.

We have the right to apply payments to your Account at our discretion. This specifically includes, but is not limited to, the right to apply payments to promotional balances prior to non-promotional balances.

10. Entire Balance Due. If you fail to make the required payment when due or break any promise in this Agreement, we may declare the entire balance of your Account due and payable at once without prior notice (subject to applicable law regarding notice or right to cure).

We may also make this declaration if:

- you make any false or misleading statements on your application
- you have been declared bankrupt
- you die
- there is an event that causes the prospect of payment to be significantly impaired.

impaired.

11. Cancellation. We may cancel your Account, refuse to allow further transactions, including VISA/MasterCard checks, or revoke your Card at any time whether or not you are in default of any part of this Agreement. In the event we take such action, we may declare the entire balance of your Account due or revise the amount of your Minimum Payment (subject to proper notification as required by applicable law). Cancellation of your Account will not affect your liability to us for credit we have extended to you, including amounts not yet billed to your Account. We may cancel your Account without notice or liability. You must surrender the Card either upon our request or the request of any other bank or merchant who is acting upon our instructions.

12. Foreign Transactions. We will charge, and you will pay, in U.S. dollars for all foreign transactions at the exchange rate in effect the day before the transaction processing date. As of the printing date of this Agreement, the exchange rate on VISA/MasterCard transactions is either a government-mandated rate or a wholesale market rate, increased by 1%. The exchange rate used on the transaction processing date may differ from the rate in effect on either the date of your transaction or the date the transaction is posted to your account.

13. Change of Terms. We can change the terms of this Agreement at any time and will notify you in accordance with Ohio law and applicable federal law. This notice will be mailed to the same address as we send your Statement. The new terms will affect all outstanding balances to the extent not prohibited by Ohio law or applicable federal law.

14. Other Provisions.

(A) We have no responsibility for the failure of any machine, merchant, financial institution, or other party to honor your Card.

(B) If legal action is required by us, you will pay the costs, including attorney's.

(C) Each credit card account you have with us is separate from any others you have with us and Finance Charges will be charged on each account's balance. Each credit card account will be represented by a different account number.

15. Address Changes. You agree to notify us immediately in writing if you change your address.

16. Interpretation. This Agreement shall be governed by applicable federal law and the laws of the State of Ohio. If any provision of this Agreement is held to be invalid, that will not affect the validity of the remaining provisions.

## YOUR BILLING RIGHTS

### (Keep this notice for future use)

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

#### Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST bill in which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- your name and account number
- the dollar amount of the suspected error
- describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.
- your signature and date.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

#### Your Rights and Our Responsibilities After We Receive Your Written Notice

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

IN R27

Amendment to Cardmember Agreement

**IMPORTANT NOTICE FOR BANK ONE  
CREDIT CARD CUSTOMERS  
ABOUT CHANGES TO YOUR  
BANK ONE CARDMEMBER AGREEMENT**

This Notice informs you of changes to your Bank One Cardmember Agreement.

**SUMMARY OF CHANGE.**

A provision providing that any disputes between you and Bank One are to be resolved by arbitration is being added to your Bank One Cardmember Agreement.

**EFFECTIVE DATE/NON-ACCEPTANCE INSTRUCTIONS.**

The changes in terms summarized above will become effective March 1, 1998. The new terms will apply to current and future balances in both active accounts and accounts that no longer have charge privileges. If you do not wish to accept the new terms, you must notify us in writing of your decision by February 28, 1998. Please include your name, address and account number on the correspondence and mail it to: Bank One, P.O. Box 8650, Wilmington, Delaware 19899-8650. Giving us this notice will constitute your election to cancel your charge privileges (if not previously canceled), but you may pay off any outstanding unpaid balance of your Account under your prior terms.

**AMENDMENTS TO CARDMEMBER AGREEMENTS:**

In order to implement the above-described change in terms, the following changes, as applicable, will be made to your Cardmember Agreement:

**A. Immediately after the paragraph entitled "Special Rule for Credit Card Purchases," the following paragraph will be added:**

**ARBITRATION:** Any claim, dispute or controversy ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or your Account, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved by binding arbitration by the National Arbitration Forum, under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, [www.arb-forum.com](http://www.arb-forum.com), or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Judgment upon any arbitration award may be entered in any court having jurisdiction.

ADV2391297

This arbitration agreement applies to all Claims now in existence or that may arise in the future except for: (i) Claims that you or we have individually filed in a court before the effective date of the amendment of the Agreement adding this arbitration agreement, (ii) Claims advanced in any judicial class actions that have been finally certified as class actions and where notice of class membership has been given as directed by the court before the effective date of the amendment of the Agreement adding this arbitration agreement; and (iii) Claims by or against any unaffiliated third party to whom ownership of your Account may be assigned after default (unless that party elects to arbitrate). Nothing in this agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owned by either party to the other under this agreement.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT, AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS. BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDING THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS: THE COMPTROLLER OF THE CURRENCY, CENTRAL DISTRICT OFFICE, ONE FINANCIAL PLACE, 440 SOUTH LASALLE, SUITE 2700, CHICAGO, IL 60605.

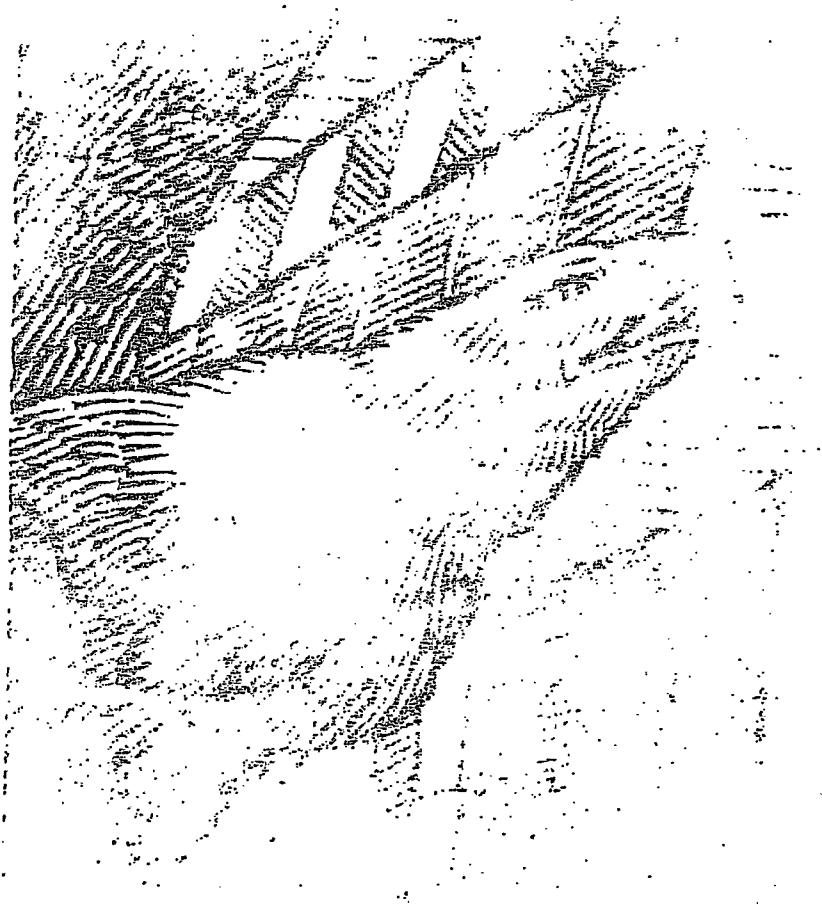
*This notice informs you of pricing changes to your First USA Cardmember Agreement. Please keep it with your original First USA Cardmember Agreement.*

**BANK<sup>ONE</sup>**

ADV239 12/97

7/18 Full Agreement after  
Bank One/First USA Merger

# Cardmember Agreement



## Cardmember Agreement

This is the Agreement that establishes the terms of your Cardmember Account ("Account") with First USA Bank, N.A. (including accounts opened with us through other banks that participate in our MasterCard/Visa program and whose name may be on the face of your Card). Please read it carefully and keep it for your records. You do not need to sign this Agreement, but please be sure to sign the back of your Card if you have not already done so. All extensions of credit in connection with your Account are being made by First USA Bank, N.A. in Wilmington, Delaware. Any use of your Card or Account confirms your acceptance of the terms and conditions of this Agreement.

**Definitions.** In this Agreement, the words "you" and "your" refer to each person (joint and severally if more than one) who has applied for the Account and any other person who has agreed to be responsible for the Account. The words "we", "us" and "our" refer to First USA Bank, N.A., a national banking association. "Card" refers to each MasterCard and/or Visa Card that is issued on your Account. The Card must be returned or surrendered to us or our agent upon request.

**Using Your Account:** You may use your Card or Account to purchase or lease goods or services or pay amounts you owe wherever the Card is honored or transfer balances from other accounts ("Purchases"). You may also use the Card to obtain cash loans ("Cash Advances") from any financial institution that accepts the Card. You agree to accept credits in your Account instead of cash refunds when the original Purchase was charged to your Account.

We may issue "Convenience Checks" to you which may be used to access your credit line. Use of a Convenience Check will be treated as a "Purchase" in the amount of your check. Each Convenience Check will contain your Account number and may be used only by the person(s) whose name is/are printed on it. Each must be completed and signed by you (or either of you) in the same manner as a regular personal check. If we provide Convenience Checks for your Account, you may not use them to pay any amount you owe under your Cardmember Agreement or under any other credit agreement or account you may have with us, Bank One or any of our related banks.

**Obligations On Your Account:** You authorize us to pay and charge your Account for all Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You promise to pay us for all of these Purchases and Cash Advances, plus any Finance Charges assessed on your Account and any other charges and fees which you may owe us under the terms of this Agreement. You will be obligated to pay authorized charges to your Account whether resulting from (1) actual use of your Card or Convenience Checks, (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card or (3) any other circumstance where you authorize a charge, or authorize someone else to make a charge, to your Account. Each person who is included within the definition of the term "you", above, is responsible to pay the full amount owed on the Account. We may require that you pay the full amount owed without first asking the other person(s) to pay. All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument must be drawn on a U.S. bank or a U.S. branch of a foreign bank. Subject to any mandatory provisions of applicable law, we will apply your payments to the balances in your Account in whatever manner we determine.

**Credit Line/Authorized Usage:** Your credit line is shown on the folder containing your Card. Since we may change your credit line from time to time, your latest credit line will appear on your monthly statement. You agree not to make a Purchase or obtain a Cash Advance that would cause the unpaid balance of your Account to exceed your credit line. We may honor Purchases and Cash Advances in excess of your credit line at our sole discretion. If we do, this Agreement also applies to that excess and you agree to pay the excess immediately if we request that you do so. You agree that we may change or cancel your credit line at any time without affecting your obligation to pay amounts that you owe under this Agreement. We may designate that only a portion of your credit line is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your credit line for all purposes of this Cardmember Agreement. For security reasons, we may limit the number or dollar amount of Purchase, Cash Advance and/or Convenience Check transactions that may be accomplished with your Card or Account, and we have the right to limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary to verify payments received on your Account.

**Periodic Statements:** We will send a statement at the end of each monthly billing cycle in which your Account has a debit or credit balance of more than \$1.00 or if a Finance Charge has been imposed. Among other things, your monthly statement will show your New Balance, any Finance Charge, your credit line and available credit, your Minimum Monthly Payment and the Payment Due Date.

**Minimum Monthly Payment:** If the New Balance shown on your monthly statement is less than \$10.00, your Minimum Monthly Payment (due by the Payment Due Date) is your New Balance. Otherwise, the Minimum Monthly Payment for each billing cycle will be the greater of \$10.00 or the total of (1) 2% of the New Balance, plus (2) any amount past due, plus (3) if we so elect, any amount over your credit line at the time of billing. You may pay more than the Minimum Monthly Payment and may at any time pay the full amount you owe us.

**Finance Charges:** There is a minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges in any billing cycle in which you owe a FINANCE CHARGE.

We calculate the "balance subject to FINANCE CHARGE" separately for Purchases and Cash Advances. For Cash Advances we will add a Periodic FINANCE CHARGE from the day you take the Cash Advance until the day we receive payment in full. However, you have a grace period for Purchases. You will not pay a Periodic FINANCE CHARGE on current or previous Purchases if you paid your New Balance in full by the Payment Due Date on your previous statement (or that balance was zero or a credit amount) and you pay your New Balance in full by the Payment Due Date on your current statement.

To determine the Periodic FINANCE CHARGE we apply the applicable Daily Periodic Rate to the daily balances of Purchases, Cash Advances and previous billing cycle Purchases. The sum of these daily calculations is the total Periodic FINANCE CHARGE. Purchases and Cash Advances are included in your daily balance as of the later of the transaction date or the beginning of the billing cycle on which they are posted to your Account, except that Convenience Checks always are included when accounted in the prior.

The daily balances for current cycle Purchases and Cash Advances and previous cycle Purchases are calculated separately and determined as follows:

1. **Current Cycle Purchases and Cash Advances.** We start with the outstanding balance at the beginning of the current billing cycle. We take the beginning balance of Purchases and Cash Advances

on your Account each day, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, add any new Purchases (including less that are treated as Purchases) and new Cash Advances and then subtract any payments or credits. This gives us the separate daily balances for Purchases and Cash Advances.

**2. Previous Cycle Purchases.** We start with the outstanding balance at the beginning of the previous billing cycle. We take the beginning balance of Purchases on your Account each day during that billing cycle, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, and add any new Purchases (including less that are treated as Purchases) and subtract any payments or credits. This gives us the separate daily balance for previous billing cycle Purchases. However, the daily balance for previous cycle Purchases is considered to be zero for each day of the previous billing cycle if you paid in full the New Balance on your previous statement by the Payment Due Date or a Periodic FINANCE CHARGE was already imposed on the purchases itemized on your previous statement.

If we have "special" periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related Periodic FINANCE CHARGES will be calculated in the same manner as described above for current or previous cycle transactions, as applicable.

We figure another portion of the Finance Charge on your Account by adding a one-time Cash Advance FINANCE CHARGE for each Cash Advance when it is obtained. The amount of the Cash Advance FINANCE CHARGE is stated in the Table of Interest Charges.

The total Finance Charge on your Account for a monthly billing cycle will be the sum of the Periodic FINANCE CHARGES plus any Cash Advance FINANCE CHARGES.

This Agreement provides for compounding of Finance Charges (interest).

**Other Interest Charges.** In addition to the Finance Charges discussed above, the following interest charges will be applicable to your Account:

**Annual Membership Fee.** You agree to pay us when billed each year (subject to applicable federal law) a non-refundable annual membership fee in the amount stated in the Table of Interest Charges for the privileges you have under this Agreement, whether or not you exercise those privileges. Your payment of this fee will not affect any of our rights under this Agreement, including our right to terminate your Account.

**Late Fee.** If we do not receive a payment from you in at least the amount of your Minimum Monthly Payment by the Payment Due Date shown on your monthly statement, we may charge you a late payment fee in the amount stated in the Table of Interest Charges. You will only be charged one late payment fee for any Minimum Monthly Payment which is not paid by the Payment Due Date.

**Return Check Fee.** If your bank does not honor the check you gave us to pay amounts you owe under this Agreement, or we must return a check because it is not signed or is otherwise irregular, we may charge you a return check fee in the amount stated in the Table of Interest Charges.

**Overlimit Fee.** We have the right to charge an overlimit fee in the amount stated in the Table of Interest Charges: (1) if your Account balance exceeds your applicable credit line at any time during a monthly cycle; or (2) if you make a Purchase or obtain a Cash Advance at a time when your Account balance is over your credit line.

**Administrative Fees.** If you request photocopies of sales slips or duplicate copies of monthly statements, or if you request more than two Cards or any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services, as from time to time in effect. The present charges for such services are specified in the Table of Interest Charges. However if you request items such as sales slips or duplicate statements in connection with any disputed billing matter (see "Your Billing Rights"), we will not impose a fee if a billing error is disclosed.

Unless otherwise arranged between us, the annual membership fee and any late, return check, overlimit or administrative fee will be added to your Account and treated as a Purchase.

**Default/Collection Costs.** Your Account will be in default and we may demand immediate payment of the entire amount you owe us without giving you prior notice if: (1) in any month we do not receive your Minimum Monthly Payment by the Payment Due Date; (2) you make Purchases or obtain Cash Advances in excess of your credit line; (3) you fail to comply with this Agreement; (4) there is a filing for your bankruptcy; (5) you die or become incapacitated; or (6) we believe in good faith that the payment or performance of your obligations under this Agreement is impaired for any other reason. As permitted by applicable law, you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under this Agreement (including court costs and the fees of any collection agency to which we refer your Account) and, in the event we refer your Account after your default to an attorney who is not our regularly salaried employee, you agree to pay the reasonable fees of such attorney. We will not be obligated to honor any attempted use of your Account if a default has occurred or we have determined to terminate your Account or limit your Account privileges (as discussed below).

**Arbitration.** Any claim, dispute or controversy ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or your Account, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved by binding arbitration by the National Arbitration Forum, under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, [www.arbitration.com](http://www.arbitration.com), or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Judgment upon an arbitration award may be entered in any court having jurisdiction.

This arbitration agreement applies to all Claims now in existence or that may arise in the future, except for Claims by or against any unaffiliated third party to whom ownership of your Account may be assigned after default unless that party elects to arbitrate. Nothing in this Agreement shall be construed to prevent any party's use of or advancement of any Claims for a rescission, a declaratory judgment, replevin, judicial foreclosure or other pre-judgment or provisional remedy relating to any collateral, security or property interest for contractual debts you may be liable to for either party to the other under this Agreement.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT EACH PARTY MAY OTHERWISE

HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT, AND, OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS, BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

**Termination:** We may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time (and list your Account in warning bulletins) without notice or liability. If we ask, you must return your Cards and any unused Convenience Checks to us, cut in half. You agree that you will not try to make a Purchase or obtain a Cash Advance after you have been notified that your privilege to use your Account has been terminated. You may terminate this Agreement at any time. If you do, you must return to us all Cards and Convenience Checks previously issued on the Account. If you call us, we may require that you confirm your intent to terminate in writing. Your termination will not affect your existing obligations under this Agreement or your liability for all charges posted to your Account prior to the time all Cards and unused Convenience Checks issued on your Account are returned to us.

**Notices:** We will send statements and any other notices to you at the address shown in our files. If this is a joint account, we can send statements and notices to either of you. You promise to inform us promptly in writing of any change in your address. We may in our discretion accept address corrections from the United States Postal Service.

**Foreign Currency Transactions:** Transactions in foreign currencies will be converted to U.S. Dollars and posted to your Account at the exchange rate determined by MasterCard or VISA (or their affiliates), using their then current currency conversion procedures and charges. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion, increased by the applicable conversion charge determined by MasterCard or VISA. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

**Skip/Promotional Features:** From time to time, we may let you skip or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain Finance Charges on all or a portion of your Account balance or offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and terms will resume.

**Change to this Agreement:** We can change the terms of this Agreement, including the ANNUAL PERCENTAGE RATE and any fees, at any time. We will notify you of the change. As permitted by applicable law, any change in this Agreement will become effective at the time stated in our notice and unless we state otherwise, the change will apply to all outstanding balances in your Account as well as to new transactions.

**Credit Information:** You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants and credit reporting agencies. We may share information about you with our affiliated companies.

**Sharing Information with Affiliated Companies:** We may share information about you with our affiliated companies. You may request that we do not share information (other than that related to your Account) with our affiliates by writing to us at First USA Bank, N.A., FCRA Opt Out, P.O. Box 8655, Wilmington, DE 19899-8655. Please include your name, address and account number with your request.

**Cardmember Lists:** From time to time, we may share our cardmember lists with companies whose products and services we think will be of interest to you. We carefully review these offers to make sure they meet our standards. You may request that your name not be given to these companies by writing us at First USA Bank, N.A., P.O. Box 8651, Wilmington, DE 19899-8651. Please include your name, address and account number with your request.

**Phone Calls:** In the regular course of our business we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.

**Refusal To Honor Card:** We are not responsible for refusing to honor your Card or Convenience Checks. And, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of your Account.

**Irregular Payments And Delay In Enforcement:** We can accept payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing rights under this Agreement any number of times without losing them. The fact that we may at any time honor a Purchase or Cash Advance in excess of your maximum credit line does not obligate us to do so again.

**Liability For Unauthorized Use Of Your Account:** If your Card or Convenience Checks are lost or stolen or if you are afraid someone may use your Account without your permission, you must notify us at once. You may be liable for that unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify First USA Bank, N.A., by writing to us at P.O. Box 8651, Wilmington, DE 19899-8651, or verbally by calling us at 1-800-277-7101, of the loss or theft of your Card or Convenience Checks or the possible unauthorized use of your Account. In any case, your maximum liability is \$50.00. We may terminate or limit access to your Account if you have notified us or we have determined that your Card or Convenience Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

**Assignment:** We may at any time assign your Account, any ~~member~~ on your Account, this Agreement or our rights or obligations under the Agreement. The person to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned.

**GOVERNING LAW:** THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAW OF THE STATE OF DELAWARE AND, AS APPLICABLE, FEDERAL LAW.

**Inquiries Or Questions:** You may address any inquiries or questions which you have about your Account to First USA Bank, N.A., P.O. Box 8651, Wilmington, Delaware 19899-8651, or you may call us at 1-800-277-7101. If you telephone us instead of writing to us, we lose certain rights the law gives you to dispute billing errors (see "Your Billing Rights").

YOUR BILLING RIGHTS  
Keep This Notice For Future Use

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

Notify Us In Case Of Errors Or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at First USA Bank, N.A., P.O. Box 8651, Wilmington, Delaware 19899-8651. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about.

Your Rights And Our Responsibilities After We Receive Your Written Notice

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

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

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

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

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

Special Rule For Credit Card Purchases

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

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and
- (b) The purchase price must have been more than \$50.

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

FIRST USA

7/98

M-24275  
9.90NAHMPFLUSA-000

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is JACQUELINE GALINDO  
(NAME)

Assistant Treasurer of CHASE USA, NA, plaintiff herein, that  
(TITLE) (COMPANY)

he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

  
(SIGNATURE)  
JACQUELINE GALINDO  
Assistant Treasurer

*HN*

Kelly J Royer  
Marc A Berringer  
820 Barclay Street  
Clearfield, Pa. 16830

Court Of Common Pleas

State of Pennsylvania, Clearfield County

Cause/Case No. 2006 - 667 - CD

Chase Manhattan Bank, USA, N.A.  
s/i/i/t Bank One Delaware, N.A.,  
Plaintiff

v.

Kelly J Royer  
Marc A Berringer  
820 Barclay Street, Clearfield Pa. 16830  
Defendants

Kelly J Royer and Marc A Berringer ("Defendants"), hereby answers the complaint of Bank One Delaware, N.A. ("Plaintiff") for it's self alone as follows and generally acknowledges the allegations of the complaint:

First Affirmative Defense

I acknowledge the fact that I do owe this debt to the plaintiff. This debt was incurred on my Bank One credit card. I have no intention of denying the plaintiff's claim and I am currently trying to resolve the claim.

Second Affirmative Defense

The reason I owe the debt is due to the sudden unemployment of my wife Kelly J Royer. We had been making payments on time up to and including the time of her manufacturing plant shutdown. After a few months of paying this debt, a mortgage, a car payment, utilities, and basic needs, and other expenses, we realized that we could not keep up the payments. We could not even afford to pay the minimum payments. The best alternative we found to bankruptcy was a debt settlement company.

**EXHIBIT**  
"B"

04025271

**FILED**  
NO. 5967  
MAY 11 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

Kelly J Royer  
Marc A Berringer  
820 Barclay Street  
Clearfield, Pa. 16830

Third Affirmative Defense

We have sought the help of a debt settlement company known as United Debt Recovery to resolve this debt. I feel it is a viable alternative to bankruptcy and/or civil suits. All that is requested of the creditor is time. Time to build up settlement funds to be used to repay the debt in whole or in part as per a negotiation by United Debt Recovery. I have notified the plaintiff of this both in writing and per phone conversations.

My wife and I are not trying to "get out of paying", we simply cannot pay it off at this point in time. If I had the funds to do so now I would, but at this time it is impossible. The settlement requires a thirty-two month period the end date would be April of 2007. I realize this is a long time to wait but, I assure the court and the creditor that I want to resolve this matter as soon as possible.

Wherefore, Defendant requests that:

1. The Plaintiff not receive judgment at this time; and
2. The fees for this litigation be waived.

Dated: 8 May 2006

*Kelly J. Royer  
Marc A. Berringer*

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

CHASE MANHATTAN BANK,USA,N.A. )  
S/I/I/T BANK ONE DELAWARE,N.A., )  
 )  
 Plaintiff, )  
 )  
 v. ) NO.: 2006-667-CD  
 )  
 KELLY J. ROYER, )  
 )  
 Defendant. )

**PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS AND REQUEST FOR  
PRODUCTION OF DOCUMENTS**

Plaintiff demands that the defendants answer and respond to the following Request for Production of Documents under oath pursuant to the Pennsylvania Rules of Civil Procedure within 30 days from the date of service hereof.

Plaintiff also demands that defendants answer and respond to the following Request for Admissions pursuant to Pa. Rules of Civil Procedure 4014.

You are requested to admit the truth of each of the statements of fact hereinafter stated. You are instructed that:

1. These requests are made under Pennsylvania Rules of Civil Procedure 4001, et seq., and each of these matters of which an admission is requested shall be deemed admitted unless your sworn statement in compliance with such Rules is timely made.

2. If you do not admit each of such statements, you must specifically deny each one not admitted or set forth in detail the reasons why you cannot truthfully either admit or deny each such matter.

3. Your answer, signed and properly verified, must be delivered to the undersigned attorney of record for the Plaintiff within thirty (30) days after delivery hereof.

4. If you fail or refuse to admit the truth of any such statement of fact and the Plaintiff thereafter proves the truth thereof, you may be required to pay the reasonable expenses incurred in making such proof, including attorneys' fees, witness expenses, etc.

5. If, in response to any of the following statements of fact, it is your position that the statement is true in part or as to some items, but not true in full or as to all items, then answer separately as to each part or item.

6. If you have been sued in more than one capacity or if your answers would be different if answered in any different capacity, such as partner, agent, corporate officer or director or the like, then you are requested to answer separately in each such capacity. Failure to do so constitutes an admission in any such capacity.

**EXHIBIT**  
"C"

7. In these Requests for Admissions:

A. The word "person(s)" means all entities, and, without limiting the generality of the foregoing, includes natural persons, joint owners, associations, companies, partnerships, joint ventures, trusts, and estates;

B. The word "document(s)" means all written, printed, recorded, graphic, or photographic matter, or, sound reproductions, however produced or reproduced, pertaining to any manner to the subject matter indicated;

C. The words "identity", "identify", "identification", when used with respect to a person(s) means to state the full name and present or last known address and business address of such person(s) and, if an actual person, his present or last known job title, and the name and address of his present or last known employers;

D. The words "identity", "identify" "identification", when used with respect to a date, subject matter, name(s) or person(s) that wrote, signed initialed, dictated or otherwise participated in the creation of the same, the name(s) of the addressee or addressees if any and the name(s) and address(es) of each person who have possession, custody, and control of said document(s). If any such document was, but is no longer in your possession, custody, or control, or in existence, state the date and manner of its disposition; and

E. The word "identify", when used with respect to an act (including an alleged offense), occurrence, statement, or conduct (hereinafter collectively called "act"), means to (1) describe the substance of the event or events constituting such an act, and to state the date when such act occurred; (2) identify each and every person(s) participating in such an act; (3) identify all other person(s) (if any) present when such act occurred; (4) state whether any minutes, notes, memoranda, or other record of such act was made; (5) state whether such record now exists; and (6) identify the person(s) presently having possession, custody or control of such record.

8. Unless otherwise indicated, all Requests herein relate to those certain events, persons, and period of time more fully described in the pleading in this case.

9. These requests are of a continuous nature.

These Requests for Production of Documents shall be deemed continuing so as to require supplemental answers and documents if any information of documents are acquired subsequent to the filing of responses hereto, which information or documents would have been included in the answers and documents produced had it been known or available at the time the answers and the documents provided pursuant hereto were produced. Defendants shall supply such information and documents by supplemental answers and production of documents as soon as such information becomes known or available and in all events, prior to trial of this action.

If objection is made to any requests for production of documents, it is demanded that the requests for which there is no objection be answered and furnished within the aforesaid period.

All documents identified in response hereto shall be organized and labeled to correspond with the request to which it pertains. For all documents produced, list the individual and his or her job title and department from whose files it was produced and the current custodian of said document.

REQUEST FOR ADMISSION NO. 2:

The current balance due and owing to Plaintiff by Defendant is \$19,617.35 as of February 6, 2006.

Admitted\_\_\_\_\_

Denied\_\_\_\_\_

If the answer to Request for Admissions No. 2 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 3:

Defendant received and used the herein referenced credit card.

Admitted\_\_\_\_\_

Denied\_\_\_\_\_

If the answer to Request for Admissions No. 3 is "denied", then supply specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 4:

Defendant is in default of the cardholder agreement for failing to make payments.

Admitted\_\_\_\_\_

Denied\_\_\_\_\_

If the answer to Request for Admissions No. 4 is "denied", then supply copies of canceled checks, both front and back, and/or if not available, specific written documentation supporting the denial.

REQUEST FOR ADMISSION NO. 5:

Defendant has not submitted any written dispute as to billing inaccuracy concerning the credit card in question.

Admitted \_\_\_\_\_

Denied \_\_\_\_\_

If the answer to the Request for Admissions No. 5 is "denied", then supply copies of specific written disputes as to any billing inaccuracies.

REQUEST FOR ADMISSION NO. 6:

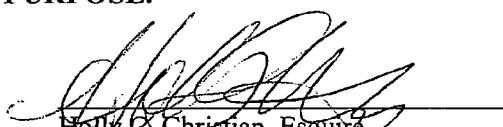
Defendant received the attached monthly statements addressed and sent to her current address.

Admitted \_\_\_\_\_

Denied \_\_\_\_\_

If the answer to Request for Admissions No.6 is "denied", then supply specific written documentation supporting the denial.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.**

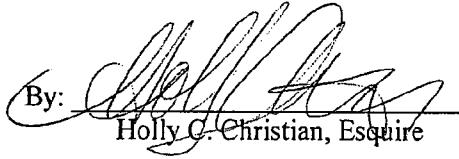


Holly C. Christian, Esquire  
Pa. I.D. #94496  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR: 04625271

### CERTIFICATE OF SERVICE

A true and correct copy of Plaintiff's First Request for Production of Documents and Request for Admissions has been served by U.S. Mail, on the 18<sup>th</sup> day of September 2006, upon the following:

KELLY J ROYER  
820 BARCLAY ST  
CLEARFIELD,PA 16830

By:   
Holly C. Christian, Esquire

## CERTIFICATE OF SERVICE

A true and correct copy of the within Plaintiff's Motion for Summary Judgment and the Brief in Support of Motion for Summary Judgment have been served by U.S. Mail, Postage Pre-Paid, on 11<sup>th</sup> of December, 2006 upon the following:

KELLY J. ROYER  
820 Barclay Street  
Clearfield, PA 16830

BY:

Patrick Thomas Woodman  
Patrick Thomas Woodman, Esquire

**FILED**

**DEC 13 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

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

CHASE MANHATTAN BANK, USA, N.A.,  
S/I/I/T BANK ONE DELAWARE, N.A.,

Plaintiff,

Case No.: 2006-667-CD

vs.

KELLY J. ROYER

Defendant.

**ORDER OF COURT**

AND NOW, to-wit, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, upon this Court's consideration of Plaintiff's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Plaintiff is awarded judgment against Defendant Kelly J. Royer in the amount of \$19,617.35, with continuing interest thereon at the rate of 6.00% per annum from February 6, 2006, plus costs.

BY THE COURT

\_\_\_\_\_  
J.

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

CHASE MANHATTAN BANK, USA, N.A.  
S/I/I/T BANK ONE DELAWARE, N.A.,

Plaintiff,

Case No.: 2006-667-CD

vs.

TYPE OF PLEADING:

KELLY J ROYER ,

Defendant.

**PRAECLPSE TO SCHEDULE**

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Patrick Thomas Woodman, Esquire  
PA I.D. #34507  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

FILED *(initials)*  
FEB 08 2007  
m 11:50 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
No C/L

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

CHASE MANHATTAN BANK, USA, N.A.  
S/I/I/T BANK ONE DELAWARE, N.A.,

Plaintiff,

Case No.: 2006-667-CD

vs.

KELLY J ROYER ,

Defendant.

**PRAECIPE TO SCHEDULE**

TO THE PROTHONOTARY:

Please schedule Plaintiff's Motion For Summary Judgment before a Judge for decision. ORAL  
ARGUMENT NOT REQUESTED

WELTMAN, WEINBERG & REIS, CO., L.P.A.

By: Patrick Thomas Woodman  
Patrick Thomas Woodman, Esquire  
PA I.D. #34507  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

## CERTIFICATE OF SERVICE

A true and correct copy of the Praeclipe to Schedule has been served by First Class Mail, postage pre-paid, on 6<sup>th</sup> day of February, 2007 upon the following:

Kelly J Royer  
820 Barclay St  
Clearfield, Pa 16830

By: Patrick Thomas Woodman  
Patrick Thomas Woodman, Esquire  
PA I.D. #34507  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

7-9 3 P.M. 2007

Prothonotary/Clerk of Courts  
William A. Shaw

FEB 08 2007

FILED

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

CHASE MANHATTAN BANK, USA, N.A  
S/I/I/T BANK ONE DELAWARE, N.A

Plaintiff No. 2006-667-CD

VS.

KELLY J ROYER  
Defendant

## ORDER OF COURT

AND NOW, to wit, this 12 day of feb, 2007, upon consideration of the record,  
it is HEREBY, ORDERED, ADJUDGED AND DECREED that the Motion For Summary Judgment on  
the above captioned matter is scheduled for April 2, 2007 at  
10:30 a.m. p.m. in Courtroom Number 3 of the Clearfield  
County Courthouse.

BY THE COURT:



Fred L. Lewis

FILED 3CC  
073168 Atty  
FEB 13 2007 Woodman

William A. Shaw  
Prothonotary/Clerk of Courts (6K)

FILED  
FEB 13 2007

DATE: 2/13/07

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

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

CHASE MANHATTAN BANK, USA, N.A.,  
S/I/I/T BANK ONE DELAWARE, N.A.,

Plaintiff,

Case No.: 2006-667-CD

vs.

KELLY J. ROYER

Defendant.

FILED

APR 02 2007

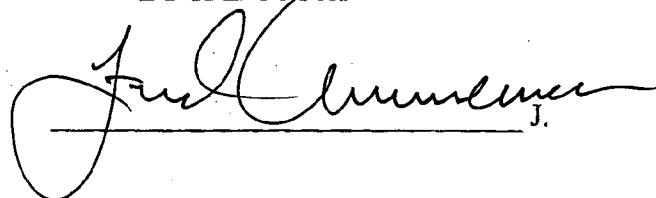
o 10:40 AM  
William A. Shaw  
Prothonotary/Clerk of Courts

2 CIVIL TO ATT  
SHERIFF  
FOR SERVICE

ORDER OF COURT

AND NOW, to-wit, this 2<sup>nd</sup> day of April, 2007, upon this Court's consideration of Plaintiff's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Plaintiff is awarded judgment against Defendant Kelly J. Royer in the amount of \$19,617.35, with continuing interest thereon at the rate of 6.00% per annum from February 6, 2006, plus costs.

BY THE COURT



William A. Shaw  
Prothonotary/Clerk of Courts

APR 02 2007

FILED

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

CHASE MANHATTAN BANK, USA, N.A.,  
S/I/I/T BANK ONE DELAWARE, N.A.,

Plaintiff No. 2006-667-CD

vs.

AFFIDAVIT OF SERVICE OF  
ORDER OF COURT

KELLY J. ROYER

Defendant FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Patrick Thomas Woodman, Esquire  
PA. I.D.#34507  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#04625271

FILED *NO CC*  
APR 13 2007  
WAT  
William A. Shaw  
Prothonotary/Clerk of Courts

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

CHASE MANHATTAN BANK, USA, N.A.,  
S/I/I/T BANK ONE DELAWARE, N.A.,

Plaintiff No. 2006-667-CD  
vs.

KELLY J. ROYER

Defendant

## **AFFIDAVIT OF SERVICE OF ORDER OF COURT**

BEFORE ME, the undersigned authority, personally appeared Patrick Thomas Woodman, Esquire, who according to law deposes and says that a copy of the Order of Court has been served on the Defendant, Kelly J. Royer.

1. On or about April 05, 2007, Plaintiff received a signed Order of Court granting judgment to the Plaintiff on the Motion For Summary judgment. Said Order of Court is attached as Exhibit "1".
2. On or about April 06, 2007, Plaintiff mailed the Order of Court to 820 Barclay Street, Clearfield, PA. 16830.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

Patrick Thomas Woodman  
Patrick Thomas Woodman, Esquire  
PA I.D. #34507  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#04625271

Sworn to and subscribed  
before me this 11<sup>th</sup>  
day of April 2007.

~~NOTARY PUBLIC~~

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

CHASE MANHATTAN BANK, USA, N.A.,  
S/I/I/T BANK ONE DELAWARE, N.A.,

Plaintiff,

Case No.: 2006-667-CD

vs.

KELLY J. ROYER

Defendant.

**ORDER OF COURT**

AND NOW, to-wit, this 2<sup>nd</sup> day of April, 2007, upon this Court's consideration of Plaintiff's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Plaintiff is awarded judgment against Defendant Kelly J. Royer in the amount of \$19,617.35, with continuing interest thereon at the rate of 6.00% per annum from February 6, 2006, plus costs.

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

BY THE COURT

/S/ Fredric J Ammerman

J.

APR 02 2007

Attest.

*William A. Ammerman*  
Prothonotary/  
Clerk of Courts

**EXHIBIT**

"1"

**FILED**

**APR 13 2007**

*William A. Shaw*  
Prothonotary/Clerk of Courts

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

CHASE MANHATTAN BANK, USA, N.A.,  
s/i/i/t BANK ONE DELAWARE, N.A.,

Plaintiff

Case No.: 2006-667-CD

TYPE OF PLEADING

vs.

**KELLY J. ROYER**

Defendant.

**PRAECIPE FOR JUDGMENT  
PER ORDER OF COURT**

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Patrick Thomas Woodman, Esquire  
PA I.D.#34507  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR # 04625271  
\$21,066.35

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE  
USED FOR THAT PURPOSE.

**FILED** Atty pd. 20.00  
MAY 11 2007 ICC Notice to  
Def.

William A. Shaw  
Prothonotary/Clerk of Courts  
Statement to  
Atty  
©

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

CHASE MANHATTAN BANK, USA, N.A.,  
s/i/i/t BANK ONE DELAWARE, N.A.,

Plaintiff

Case No.: 2006-667-CD

vs.

**KELLY J. ROYER**

Defendant.

**PRAECIPE FOR JUDGMENT**

**TO THE PROTHONOTARY:**

Pursuant to Pa.R.C.P. 237, 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.

In light of the Court Order granting Summary Judgment in favor of Plaintiff on April 02, 2007, kindly enter Judgment against the Defendant, **KELLY J. ROYER**, in the amount of \$21,066.35 computed as follows:

Amount Awarded per Order:	\$19,617.35
---------------------------	-------------

Interest from February 06, 2006 to May 02, 2007 at the legal rate of 6.00% per annum:	\$1,449.00
--	------------

<b>TOTAL:</b>	\$21,066.35
---------------	-------------

Attached is a copy of the Court Order in favor of Plaintiff for Judgment.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

By: Patrick Thomas Woodman  
Patrick Thomas Woodman, Esquire  
PA I.D.#34507  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

Plaintiff's address is:

c/o Weltman, Weinberg & Reis, Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
And Defendant's address is: 820 BARCLAY ST., CLEARFIELD, PA 16830 .

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

CHASE MANHATTAN BANK, USA, N.A.,  
S/I/I/T BANK ONE DELAWARE, N.A.,

Plaintiff,

Case No.: 2006-667-CD

vs.

KELLY J. ROYER

Defendant.

**ORDER OF COURT**

AND NOW, to-wit, this 2<sup>nd</sup> day of April, 2007, upon this Court's consideration of Plaintiff's Motion for Summary Judgment, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Motion is GRANTED and Plaintiff is awarded judgment against Defendant Kelly J. Royer in the amount of \$19,617.35, with continuing interest thereon at the rate of 6.00% per annum from February 6, 2006, plus costs.

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

BY THE COURT

/S/ Fredric J Ammerman

J.

APR 02 2007

Attest.

*William L. Ammerman*  
Prothonotary/  
Clerk of Courts

04625271

**VERIFICATION**

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: Patrick Thomas Woodman  
Patrick Thomas Woodman, Esquire  
PA I.D.#34507  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Bldg.  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR#04625271

**FILED**

**MAY 11 2007**

**William A. Shaw**  
**Prothonotary/Clerk of Courts**

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

COPY

CHASE MANHATTAN BANK, USA, N.A.,  
s/i/i/t BANK ONE DELAWARE, N.A.,

Plaintiff

Case No.: 2006-667-CD

vs.

**KELLY J. ROYER**

Defendant.

**NOTICE OF JUDGMENT OR ORDER**

TO:     (   ) Plaintiff  
          (xx) Defendants  
          (   ) Garnishee

You are hereby notified that the following Order or Judgment was  
entered against you on May 11, 2007.

(xx) Assumpsit Judgment in the amount  
of \$21,066.35, plus interest at 6.00% per annum, plus costs.

(   ) Trespass Judgment in the amount  
of \$\_\_\_\_\_ plus costs.

(   ) If not satisfied within sixty (60) days, your motor vehicle  
operator's license and/or registration will be suspended by  
the Department of Transportation, Bureau of Traffic Safety,  
Harrisburg, PA.

(xx) Entry of Judgment of  
      (xx) Court Order  
      (   ) Non-Pros  
      (   ) Confession  
      (   ) Default  
      (   ) Verdict  
      (   ) Arbitration Award  
      (   ) By Consent

Prothonotary

KELLY J ROYER  
820 BARCLAY ST  
CLEARFIELD, PA 16830

By: Willie L. Shan  
PROTHONOTARY (OR DEPUTY)

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE  
USED FOR THAT PURPOSE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

COPY

Chase Manhattan Bank, U.S.A., N.A.

Bank One Delaware N.A.

Plaintiff(s)

No.: 2006-00667-CD

Real Debt: \$21,066.35

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Kelly J. Royer

Defendant(s)

Entry: \$20.00

Instrument: Court-Ordered Judgment

Date of Entry: May 11, 2007

Expires: May 11, 2012

Certified from the record this 11th day of May, 2007.



William A. Shaw, Prothonotary

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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