

Palisades et al vs Steven Brown
2006-807-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

PALISADES COLLECTION, L.L.C.
ASSIGNEE OF CHASE MANHATTAN BANK
C/O WOLPOFF & ABRAMSON, L.L.P.
4660 TRINDLE ROAD, 3rd FLOOR
CAMP HILL, PA 17011

Plaintiff

No.

06-807-CD

Type of Case: Contract

Type of Pleading:

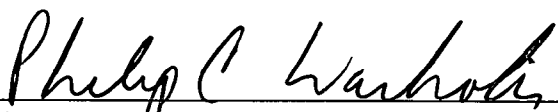
VS.

Filed on Behalf of: Plaintiff

STEVEN H BROWN
270 SUMMIT ST
CLEARFIELD PA 16830

Defendant(s)

Date: 5/12/06


Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholc #86341 / Andrew C. Spears #87737
David R. Galloway #87326 / Tonilyn M. Chippie #87852
Sarah E. Ehasz #86469 / Robert N. Polas, Jr. #201259
Bruce H. Cherkis #18837 / Ronald S. Canter #94000
Ronald M. Abramson #94266
WOLPOFF & ABRAMSON, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

FILED Amy Pcl. 85.00
M/3:40 PM
MAY 22 2006 ICC SHF
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION,L.L.C.
ASSIGNEE OF CHASE MANHATTAN BANK

Plaintiff

VS

STEVEN H BROWN
Defendant(s)

:No.

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:CIVIL ACTION - LAW

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NOTICE

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

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

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Clearfield County Courthouse
David S. Meholick, Court Administrator 230 East Market Street
Clearfield, PA 16830-
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION,L.L.C.
ASSIGNEE OF CHASE MANHATTAN BANK
Plaintiff

VS

STEVEN H BROWN
Defendant(s)

:No.
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:CIVIL ACTION - LAW
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NOTICIA

USTED HA SIDO DEMANDADO/A EN LA CORTE. Si usted desea defender conta la demanda puestas en las siguientes paginas, usted tienen que tomar acción dentro veinte (20) días después que esta Demanda y Aviso es servido, con entrando por escrito una apariencia personalmente o por un abogado y archivando por escrito con la Corte sus defensas o objeciones a las demandas puestas en esta contra usted. Usted es advertido que si falla de hacerlo el caso puede proceder sin usted y un juzgamiento puede ser entrado conta usted por la Corte sin mas aviso por cualquier dinero reclamado en la Demanda o por cualquier otro reclamo o alivio solicitado por Demandante. Usted puede perder dinero o propiedad o otros derechos importante para usted.

USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELEFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEERE CON INFORMACION DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEERE INFORMACION ACERCA AGENCIAS. QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

Clearfield County Courthouse
David S. Meholick, Court Administrator 230 East Market Street
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814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION,L.L.C.
ASSIGNEE OF CHASE MANHATTAN BANK
Plaintiff

VS

STEVEN H BROWN
Defendant(s)

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:No.
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:CIVIL ACTION - LAW
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COMPLAINT

AND NOW, comes the Plaintiff, by and through its attorneys and the law firm of Wolpoff & Abramson, LLP, and files this Complaint and in support avers as follows:

1. Plaintiff, PALISADES COLLECTION,L.L.C. ASSIGNEE OF CHASE MANHATTAN BANK , 210 Sylvan Avenue Englewood Cliffs, NJ 07632- is a business entity doing business within the Commonwealth of Pennsylvania and the other states of the United States.
2. Defendant, STEVEN H BROWN, is an adult individual with a last known address of 270 Summit St Clearfield, Clearfield County, PA 16830.
3. It is averred that Defendant was issued an open end credit account (hereinafter "Account").
4. At all relevant times material hereto, Defendant has been regular users of said Account for the purchase of products, goods and/or for obtaining services.
5. Defendant was provided with copies of the Statement of Accounts showing all debits and credits for transactions on the aforementioned credit card account to which there was no bona fide objection by Defendant. A true and correct copy of the Statement of Account is attached hereto, incorporated herein and marked as Exhibit "A."

6. Defendant did not object to the above-mentioned statement submitted by Plaintiff and/or its assignors to Defendant.

7. As of the date of this Complaint, the remaining balance due, owing and unpaid on Defendant's credit card account as a result of the charges made by said Defendant and/or any authorized users is the sum of \$6,453.05.

8. Interest has accrued from the charge off date at a rate of 18 %.

9. As of the date of the filing of this Complaint, the amount of interest which has accrued is the sum of \$3,319.16.

10. As of the filing of this Complaint, Plaintiff has incurred reasonable attorney's fees from the law office of Wolpoff & Abramson, LLP in the collection of the amounts due from Defendant incident to the within action based upon 20% of the principal amount due and owing, and Plaintiff shall continue to incur such attorney's fees through the conclusion of the proceedings.

11. The amount of attorney's fees which has accrued is the sum of \$1,290.61.

12. Despite reasonable and repeated demands for payment, Defendant has refused and continues to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.


13. Plaintiff performed any and all conditions precedent to the bringing of this action.

14. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter Judgment in favor of the Plaintiff and against Defendant in the amount of \$6,453.05, plus interest in the amount of \$3,319.16, plus attorney's fees in the amount of \$1,290.61, plus costs of this action and any other relief as this Court deems just and reasonable.

Respectfully Submitted,

Date: 5/12/06



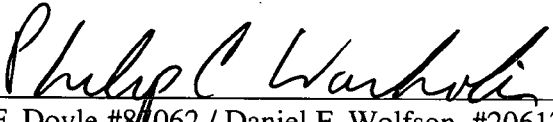
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Ronald M. Abramson #94266
WOLPOFF & ABRAMSON, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

VERIFICATION

The undersigned hereby states that they are the attorney for the Plaintiff who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, they are authorized to take this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Pleading are true and correct to the best of their knowledge, information, and belief, based upon information provided by the Plaintiff.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 5/12/06



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4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

Exhibit "A"

PLAINTIFF = 425230
ACCOUNT NUMBER = 4366133063770993
POOL ID = CHSDIS
CURRENT BALANCE = 6453.05
LSTPYMTDT = 20021127
CO DATE = 20030630
DEBTOR #1 LAST NAME = BROWN
DEBTOR #1 FIRST NAME = STEVEN H
DEBTOR #1 MIDDLE NAM =
DEBTOR #1 ADDR 1 = 270 SUMMIT ST
DEBTOR #1 ADDR 2 =
DEBTOR #1 CITY = CLEARFIELD
DEBTOR #1 STATE = PA
DEBTOR #1 ZIP = 168303100
DEBTOR #1 HOMEPHONE = 8147687590
DEBTOR #1 WORKPHONE = 0000000000
DEBTOR #1 SOCSEC =
DEBTOR #1 DOB =
DEBTOR #2 LAST NAME =
DEBTOR #2 FIRST NAME =
DEBTOR #2 MIDDLE NAM =
DEBTOR #2 ADDR 1 =
DEBTOR #2 ADDR 2 =
DEBTOR #2 CITY =
DEBTOR #2 STATE =
DEBTOR #2 ZIP =
DEBTOR #2 HOMEPHONE =
DEBTOR #2 WORKPHONE =
DEBTOR # SOCSEC =
DEBTOR#2 DOB =
DEBTOR = 3816721

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101565
NO: 06-807-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: PALISADES COLLECTION, L.L.C.
vs.
DEFENDANT: STEVEN H. BROWN

SHERIFF RETURN

NOW, June 07, 2006 AT 10:23 AM SERVED THE WITHIN COMPLAINT ON STEVEN H. BROWN DEFENDANT AT 270 SUMMIT ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO STEVEN H. BROWN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED
9/2:25 Lm
JUN 15 2006

William A. Shaw
Prothonotary

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	11301	10.00
SHERIFF HAWKINS	WOLPOFF	11301	19.39

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,

Chester A. Hawkins
by Marilyn Harris

Chester A. Hawkins
Sheriff

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

PALISADES COLLECTION, L.L.C. :
ASSIGNEE OF CHASE MANHATTAN BANK :
c/o WOLPOFF & ABRAMSON, L.L.P. : No. 06-807-CD
4660 TRINDLE ROAD, 3rd FLOOR :
CAMP HILL, PA 17011 :
Plaintiff :
vs. :
STEVEN H. BROWN :
270 SUMMIT ST :
CLEARFIELD, PA 16830 :

CASE NUMBER: No. 06-807-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: DEFENDANT'S PRELIMINARY OBJECTIONS TO
PLAINTIFF'S COMPLAINT

FILED ON BEHALF OF: Defendant

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
207 E. Market Street
Clearfield, PA 16830
(814) 765-1581

FILED 3cc
013:4461 Amy
AUG 16 2006 Gearhart

William A. Shaw
Prothonotary/Clerk of Courts

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

PALISADES COLLECTION, L.L.C.	:	
ASSIGNEE OF CHASE MANHATTAN BANK	:	
c/o WOLPOFF & ABRAMSON, L.L.P.	:	No. 06-807-CD
4660 TRINDLE ROAD, 3 rd FLOOR	:	
CAMP HILL, PA 17011	:	
Plaintiff	:	
vs.	:	
STEVEN H. BROWN	:	
270 SUMMIT ST	:	
CLEARFIELD, PA 16830	:	

DEFENDANT'S PRELIMINARY OBJECTIONS TO
PLAINTIFF'S COMPLAINT

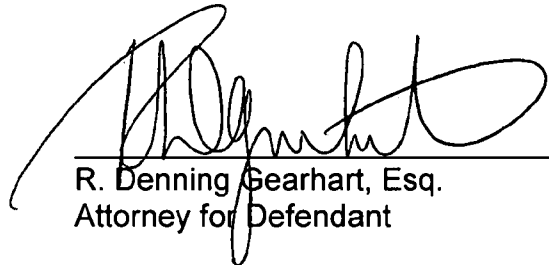
NOW COMES, the Defendant, STEVEN H. BROWN, by and through his Attorney, R. Denning Gearhart, Esquire, who files Preliminary Objections to Plaintiff's Complaint and respectfully avers as follows:

1. Plaintiff filed a Complaint in the Court of Common Pleas of Clearfield County, Pennsylvania, on or about May 22, 2006, alleging that Plaintiff furnished consumer credit to Defendant through a Chase Manhattan Bank account.
2. Plaintiff alleges that there is an unpaid balance on the credit card account of Six Thousand Four Hundred Fifty-three and 05/100 (\$6,453.05) Dollars.
3. Plaintiff attached one page of what is alleged to be a statement of the account. However, Plaintiff failed to attach a copy of the original agreement Plaintiff alleges that Defendant breached.
4. Plaintiff has failed to produce detailed statements of the account showing all purchases made on said account and how Plaintiff calculates the amount that is due.

5. Plaintiff fails to state what, if any, charges were made for interest, late fees, and other various charges which may or may not have been imposed by Plaintiff and the legal authority for such charges.

6. Plaintiff's Complaint is insufficient on its face and should be dismissed because Plaintiff failed to produce an original copy of the agreement and a detailed monthly statement of the account setting out purchases made and costs incurred so that Defendant is able to calculate the details leading to the conclusion of the Plaintiff and enter into a proper defense of the claims.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be stricken pursuant to Pennsylvania Rule of Civil Procedure 1028 on the grounds of legal insufficiency.

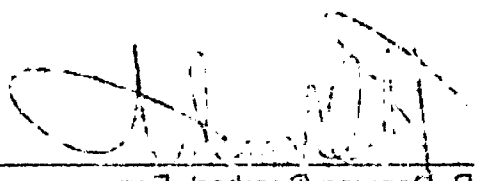


R. Denning Gearhart, Esq.
Attorney for Defendant

5. Plaintiff fails to state what, if any, charges were made for interest, late fees, and other various charges which may or may not have been imposed by Plaintiff and the legal authority for such charges.

6. Plaintiff's Complaint is insufficient on its face and should be dismissed because Plaintiff failed to produce an original copy of the agreement and a detailed monthly statement of the account setting out purchases made and costs incurred so that Defendant is able to calculate the details leading to the conclusion of the Plaintiff and enter into a proper defense of the claims.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be stricken pursuant to Pennsylvania Rule of Civil Procedure 1028 on the grounds of legal insufficiency.



R. Denning Gearhart, Esq.
Attorney for Defendant

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

PALISADES COLLECTION, L.L.C.
ASSIGNEE OF CHASE MANHATTAN BANK
c/o WOLPOFF & ABRAMSON, L.L.P.
4660 TRINDLE ROAD, 3rd FLOOR
CAMP HILL, PA 17011

Plaintiff

No. 06-807-CD

vs.

STEVEN H. BROWN
270 SUMMIT ST
CLEARFIELD, PA 16830

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy of Defendant's Preliminary Objections to Plaintiff's Complaint filed in the above matter on the Plaintiff through Plaintiff's attorney by depositing such documents in the United States Mail, first class, postage pre-paid and addressed as follows:

Philip C. Warholic, Esq.
WOLPOFF & ABRAMSON, L.L.P.
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011

By: 

R. Denning Gearhart, Esq.
Attorney for Defendant

Dated: August 16, 2006

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

PALISADES COLLECTION, L.L.C.
ASSIGNEE OF CHASE MANHATTAN BANK
c/o WOLPOFF & ABRAMSON, L.L.P.
4660 TRINDLE ROAD, 3rd FLOOR
CAMP HILL, PA 17011

Plaintiff

vs.

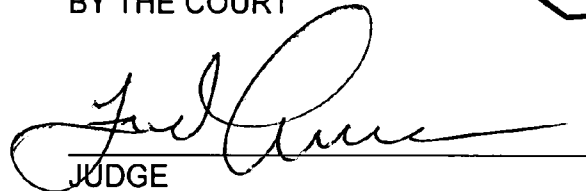
STEVEN H. BROWN
270 SUMMIT ST
CLEARFIELD, PA 16830

No. 06-807-CD

ORDER

AND NOW, this 30 Day of August, 2006, upon
consideration of Defendant's Preliminary Objections to Plaintiff's Complaint filed in the
above captioned action, it is the ORDER of this Court that a hearing be scheduled for the
22nd Day of September, 2006, at 1:30 O'clock P.M., in
Courtroom No. 1, of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT


JUDGE

FILED

AUG 30 2006

0/10:00 W
William A. Shaw
Prothonotary/Clerk of Courts

4 CEM TO ATT

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION No. 06-807-CD

PALISADES COLLECTION, L.L.C.
ASSIGNEE OF CHASE MANHATTAN BANK
c/o WOLPOFF & ABRAMSON, L.L.P.,
Plaintiff
vs.
STEVEN H. BROWN
Defendant

DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S
COMPLAINT

R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA

FILED

AUG 16 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

PALISADES COLLECTION, L.L.C.	:
ASSIGNEE OF CHASE MANHATTAN BANK	:
c/o WOLPOFF & ABRAMSON, L.L.P.	: No. 06-807-CD
4660 TRINDLE ROAD, 3 rd FLOOR	:
CAMP HILL, PA 17011	:
Plaintiff	:
vs.	:
STEVEN H. BROWN	:
270 SUMMIT ST	:
CLEARFIELD, PA 16830	:
Defendant	:

CASE NUMBER:	No. 06-807-CD
TYPE OF CASE:	Civil
TYPE OF PLEADING:	CERTIFICATE OF SERVICE
FILED ON BEHALF OF:	Defendant

COUNSEL OF RECORD FOR THIS PARTY:	R. DENNING GEARHART, ESQUIRE
	Supreme Court I. D. #26540
	207 E. Market Street
	Clearfield, PA 16830
	(814) 765-1581

FILED ^{NO} _{CC}
9/10:43/61
SEP 01 2006

William A. Shaw
Prothonotary/Clerk of Courts

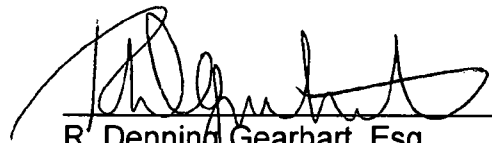
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

PALISADES COLLECTION, L.L.C.	:
ASSIGNEE OF CHASE MANHATTAN BANK	:
c/o WOLPOFF & ABRAMSON, L.L.P.	: No. 06-807-CD
4660 TRINDLE ROAD, 3 rd FLOOR	:
CAMP HILL, PA 17011	:
Plaintiff	:
vs.	:
STEVEN H. BROWN	:
270 SUMMIT ST	:
CLEARFIELD, PA 16830	:
Defendant	:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy of Defendant's Preliminary Objections to Plaintiff's Complaint filed in the above captioned matter on the Plaintiff, through Plaintiff's attorney, by depositing such documents in the United States Mail postage pre-paid and addressed as follows:

Philip C. Warholic, Esq.
C/o Wolfpoff & Abramson, L.L.P.
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011



R. Denning Gearhart, Esq.
Attorney for Defendant

Dated: August 31, 2006

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION LLC,
ASSIGNEE OF CHASE MANHATTAN
BANK,

PLAINTIFF

vs.

STEVEN H. BROWN,

DEFENDANT

NO. 06-807-CD

CIVIL ACTION – LAW

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice is served, by entering a written appearance, personally or by attorney, and filing in waiting 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 document, or for any other claim or relief requested by the Plaintiff. You may lose money or property or other right important to you.

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

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

NOTICIA

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

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SU PUEDE CONDEGUIR ASISTENCIA LEGAL.

David S. Meholick, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

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

4660 TRINDLE ROAD
THIRD FLOOR
CAMP HILL, PA 17011
717-303-6700

FILED
MAY 11 2006
2cc
Att'y
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION LLC, : NO. 06-807-CD
ASSIGNEE OF CHASE MANHATTAN :
BANK, :
PLAINTIFF :
vs. : CIVIL ACTION - LAW
STEVEN H. BROWN, :
DEFENDANT :

AMENDED COMPLAINT

AND NOW, this 30th day of August, 2006, comes the

Plaintiff, by and through its attorneys, the law firm of Wolpoff & Abramson,
L.L.P., and files the within Amended Complaint in an attempt to cure any defects
alleged in Defendant's Preliminary Objections and in support avers as follows:

1. Plaintiff, PALISADES COLLECTION L.L.C., ASSIGNEE OF
CHASE MANHATTAN BANK, is a corporation doing business within the
Commonwealth of Pennsylvania and the other states of the United States, with its
principal offices located at 210 Sylvan Avenue, Englewood Cliffs, NJ 07632.

2. Defendant, STEVEN H. BROWN, is an adult individual with a last
known address of 270 Summit Street, Clearfield, Clearfield County, Pennsylvania
16830.

3. It is averred that on January 1, 1996, Defendant was issued an
open-end credit card account by Plaintiff's assignor, Chase Manhattan Bank, with
account number XXXX XXXX XXXX 0993. This account was created through a
Cardmember Agreement between Plaintiff and Defendant, accepted by Defendant
when he signed and utilized the credit card account. A true and correct copy of

the applicable Cardmember Agreement governing this account is attached hereto as Exhibit "A."

4. At all relevant times material hereto, Defendant has been a regular user of said charge card for the purchase of products, goods and/or for obtaining services and/or funds.

5. Defendant received monthly statements from Chase Manhattan Bank which accurately stated all purchases and payments made during the month, interest charges imposed on the unpaid balance, and the amount due.

6. Defendant did not object to the above-mentioned monthly Statements of Account submitted by Plaintiff's assignor to Defendant.

7. Defendant has made sporadic and irregular payments, if any, which have been applied to the outstanding balance of this account. Defendant's last payment on this account was made on November 27, 2002.

8. As of the date of the within Complaint, the remaining balance due, owing and unpaid on Defendant's credit account, as a result of charges made by said Defendant and/or any authorized users is the sum of Six Thousand Four Hundred Fifty-Three and 05/100 (\$6,453.05) Dollars.

9. Pursuant to the Credit Agreement and/or applicable Pennsylvania law, any unpaid and/or delinquent balances on said account shall continue to bear interest at the rate of 18.00% percent.

10. The amount of interest which has accrued on the aforementioned account is the sum of Three Thousand Six Hundred Eighty-One and 94/100 (\$3,681.94) Dollars

11. Plaintiff has retained the services of the law firm of Wolpoff & Abramson, L.L.P. in the collection of the amount due from Defendant.

12. As of the filing of this Complaint, Plaintiff has incurred reasonable attorney's fees from the law office of Wolpoff & Abramson, L.L.P. in the collection of the collection of the amounts due from Defendant incident to the within action, the Plaintiff shall continue to incur such attorney's fees throughout the conclusion of the proceedings.

13. The amount of attorney's fees incurred in this matter is the sum of One Thousand Two Hundred Ninety Dollars and 61/100 (\$1,290.61) Dollars.

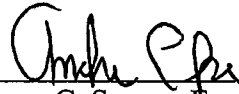
14. Despite reasonable and repeated demands for payment, Defendant has failed, refused and continues to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.

15. Any and all conditions precedent to the bringing of this action have been performed by Plaintiff.

16. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

WHEREFORE, Plaintiff, PALISADES COLLECTION L.L.C.,
ASSIGNEE OF CHASE MANHATTAN BANK, respectfully requests this
Honorable Court enter judgment in favor of Plaintiff and against Defendant,
STEVEN H. BROWN, in the amount of Eleven Thousand Four Hundred Twenty-
Five and 60/100 (\$11,425.60) Dollars, plus costs of this action and such other
relief as the Court deems proper and just.

Respectfully submitted,



Andrew C. Spears, Esquire ID No. 87737
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
(717) 303-6752
Counsel for Plaintiff

VERIFICATION

The undersigned hereby states that he/she is the attorney for the Plaintiff, PALISADES COLLECTION L.L.C., ASSIGNEE OF CHASE MANHATTAN BANK, who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, he/she is authorized to take this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Complaint are true and correct to the best of his/her knowledge, information, and belief, based upon information provided by the Plaintiff.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

8/30/02



Andrew C. Spears, Esquire ID No. 87737
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
(717) 303-6752
Counsel for Plaintiff

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

4660 TRINDLE ROAD

THIRD FLOOR

CAMP HILL, PA 17011

717-303-6700

EXHIBIT "A"

MASTERCARD® and VISA® CARDMEMBER AGREEMENT

GENERAL TERMS

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

2. **Services of This Account.** This Account may be used to Purchase from any Seller that accepts the Card and to Advance.

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

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

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

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

Annual Fee. If there is an Annual Fee to the Account, you will be charged the Annual Fee disclosed in Box 7 whether or not you have used your Account. If your Annual Fee has been waived, it will be billed when your government credit card expires and will then continue to be billed on an annual basis. The Annual Fee is non-refundable.

Payments. All payments must be made and received by us in accordance with the payment instructions that appear on your monthly statement. Payments must be in United States Dollars and drawn on a United States financial institution or the United States Postal Service. If you have not "banked in full" or any similar wording or other endorsement on payment check, and the check is accepted by us, you will still be liable for any balance that may remain on your Account. In our sole discretion we will decide how to apply your payments. Although we post payments as of the business day we receive them as described on statements, your Total Available Credit may not be restored for up to 30 days after we post your payment.

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

any amount due that up to the New Balance. Your Minimum Payment must be made by the Payment Due Date shown on your statement. Your Minimum Payment is calculated by taking the New Balance and deducting any amounts which you have properly notified us are in dispute (read notice "In Case of Errors or Inquiries About Your Bill") and multiplying that amount by two percent (2%). If the resulting amount is more than \$10, it will be reduced to the next lowest dollar. If the resulting amount is less than \$10, it will be increased to \$10. To this amount we add any Past Due Amounts and, at our option, any amounts in excess of your credit line. The Minimum Payment will never be more than the New Balance.

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

12. **If Your Cards or Checks are Lost or Stolen.** If someone used your Card(s) or Checks without your permission or if they are lost or stolen, notify us immediately. You may call or write: Call toll free 1-800-648-8811 or write from all 50 states, Washington, DC, Puerto Rico, and the U.S. Virgin Islands: Write to PO Box 9072, New Hyde Park, New York 11040. You may be liable for the unauthorized use of your Card(s) in an amount not to exceed \$50 in any case where your Card(s) are lost or stolen and you fail to notify us within twenty-four (24) hours. You will not be liable for such unauthorized use if you contact us in the manner described immediately above within the twenty-four (24) hour time limit or before the replacement card arrives.

13. **If Your Card or Check is Stolen.** We are not responsible if a Seller, Bank or ATM refuses to honor your Card or Check. Although you

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

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

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

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

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

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

CHASE

SEE THE ACCOMPANYING
INFORMATION CONCERNING
BILLING ERRORS.


IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION LLC,	:	NO. 06-807-CD
ASSIGNEE OF CHASE MANHATTAN	:	
BANK,	:	
	:	
PLAINTIFF	:	
	:	
vs.	:	CIVIL ACTION – LAW
	:	
STEVEN H. BROWN,	:	
	:	
DEFENDANT	:	

CERTIFICATE OF SERVICE

The undersigned does hereby certify that I served a copy of the foregoing
Amended Complaint on counsel for Defendant, by First Class Mail, Postage Pre-
Paid, a copy thereof on this 30th day of August, 2006, to:

R. Denning Gearhart, Esquire
207 East Market Street
Clearfield, PA 16830



Andrew C. Spears, Esquire ID No. 87737
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
(717) 303-6752
Counsel for Plaintiff

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

4660 TRINDLE ROAD
THIRD FLOOR
CAMP HILL, PA 17011
717-303-6700

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

PALISADES COLLECTION, L.L.C. :

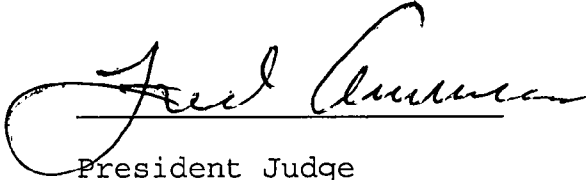
VS. : NO. 06-807-CD

STEVEN H. BROWN :

O R D E R

AND NOW, this 22nd day of September, 2006, with the Court noting the agreement of counsel for the Plaintiff for the Defendant's Preliminary Objections to the Plaintiff's original Complaint to also be applicable to the Amended Complaint filed on September 1, 2006, by the Plaintiff; and following argument thereon, it is the ORDER of this Court that the said Preliminary Objections be and are hereby granted to the extent that the Plaintiff shall have no more than thirty (30) days to file a further Amended Complaint to provide information as requested in Paragraphs 4, 5 and 6 of the said Preliminary Objection.

BY THE COURT,


President Judge

FILED 2cc
09:39/30 Antys-
SEP 26 2006 Warholick, Spears
William A. Shaw 2cc Ally
Prothonotary/Clerk of Courts Gearhart
ER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION, L.L.C.
ASSIGNEE OF CHASE MANHATTAN BANK
Plaintiff

No. 06-807-CD

VS

CIVIL ACTION - LAW

STEVEN H BROWN
Defendant(s)


PRAECIPE TO SETTLE AND SATISFY

Please mark the above-captioned action as settled, satisfied and discontinued.

Respectfully Submitted,

By:

Date: 11/20/06



Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / Andrew C. Spears #87737
David R. Galloway #87326 / Tonilyn M. Chippie #87852
Sarah E. Ehasz #86469 / Robert N. Polas, Jr. #201259
Bruce H. Cherkis #18837 / Ronald S. Canter #94000
Ronald M. Abramson #94266
WOLPOFF & ABRAMSON, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

Cc: R. DENNING GERHART
207 E. MARKET STREET
CLEARFIELD, PA 168302424
W&A File No. 157881346

FILED *ice & Cert*
M/2:15 pm *of disc issued*
NOV 30 2006 *to Atty*
Warholic
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

PALISADES COLLECTION, L.L.C.
ASSIGNEE OF CHASE MANHATTAN BANK
Plaintiff

No. 06-807-CD

vs.

CIVIL ACTION - LAW

STEVEN H BROWN
Defendant(s)

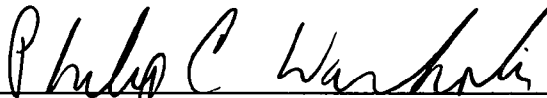
CERTIFICATE OF SERVICE

The undersigned does hereby certify that a copy of the foregoing praecipe was
served this date by Regular Mail, Postage Pre-Paid on this 21st day of
November, 2006

FILED No cc.
M/2:15pm
NOV 30 2006

R. Denning GERHART
207 E. MARKET STREET
CLEARFIELD, PA 168302424

William A. Shaw
Prothonotary/Clerk of Courts

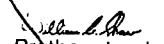


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Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

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

NOV 30 2006

Attest.


Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Palisades Collection, L.L.C.
Chase Manhattan Bank

Vs.
Steven H. Brown

No. 2006-00807-CD

CERTIFICATE OF DISCONTINUATION


Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on November 30, 2006, marked:

Settled and Discountinued

Record costs in the sum of \$85.00 have been paid in full by Philip C. Warholic Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 30th day of November A.D. 2006.



William A. Shaw, Prothonotary