

2006-807-CD  
Palisades et al vs Steven Brown

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, 3<sup>rd</sup> FLOOR  
CAMP HILL, PA 17011

No.

06-807-CD

Plaintiff

Type of Case: Contract

VS.

STEVEN H BROWN  
270 SUMMIT ST  
CLEARFIELD PA 16830

Type of Pleading:

Filed on Behalf of: Plaintiff

Defendant(s)

Date: 5/12/06

Philip C Warholic  
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, 3rd Floor  
Camp Hill, PA 17011  
Telephone: (717) 303-6700  
Counsel for Plaintiff

FILED Atty pd. \$5.00  
MAY 13 2006  
MAY 22 2006 ICC Shff  
LS  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION,L.L.C.	:No.
ASSIGNEE OF CHASE MANHATTAN BANK	:
Plaintiff	:
VS	:CIVIL ACTION - LAW
STEVEN H BROWN	:
Defendant(s)	:

**NOTICE**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within 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. Meholic, 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.	:No.
ASSIGNEE OF CHASE MANHATTAN BANK	:
Plaintiff	:
VS	:
STEVEN H BROWN	:CIVIL ACTION - LAW
Defendant(s)	:
	:
	:
	:
	:

NOTICIA

USTED HA SIDO DEMANDADO/A EN LA CORTE. Si usted desea defender contra la demanda puestas en las siguientes paginas, usted tienen que tomar acción dentro veinte (20) dias 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 contra 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 ENSEGUITA. 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 A UN HONORARIO REDUCIDO O GRATIS.

Clearfield County Courthouse  
David S. Meholic, 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.

**:CIVIL ACTION - LAW**

**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



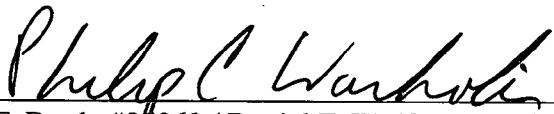
Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
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Ronald M. Abramson #94266  
WOLPOFF & ABRAMSON, L.L.P.  
Attorneys in the Practice of Debt Collection  
4660 Trindle Road, 3rd Floor  
Camp Hill, PA 17011  
Telephone: (717) 303-6700  
Counsel for Plaintiff

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



Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
Philip C. Warholic #86341 / Andrew C. Spears #87737  
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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**  
0/2:25 pm  
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

So Answers,

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

*Chester A. Hawkins*  
*by Marilyn Harr*  
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, 3<sup>rd</sup> 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  
013:44701 Atty  
AUG 16 2006 Gearhart  
CR

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<sup>rd</sup> FLOOR :  
CAMP HILL, PA 17011 :  
Plaintiff :  
vs. :  
STEVEN H. BROWN :  
270 SUMMIT ST :  
CLEARFIELD, PA 16830 :  
:

DEFENDANT'S PRELIMINARY OBJECTIONS TO  
PLAINTIFF'S COMPLAINT

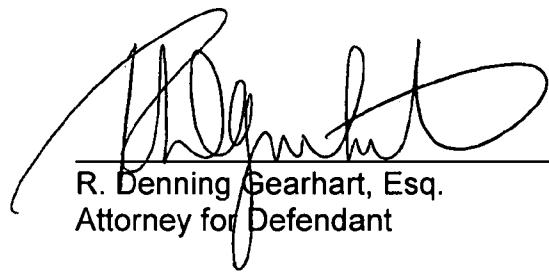
NOW COMES, the Defendant, STEVEN H. BROWN, by and through his Attorney, R. Denning Gearhart, Esquire, who files Preliminary Objections to Plaintiff's Complaint and respectfully avers as follows:

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.



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R. Denning Gearhart, Esq.  
Attorney for Defendant

5. Plaintiff fails to state what, if any, charges were made for interest, late fees, and other 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 charges relating to the configuration of the Plaintiff and enter into a proper defense of the claims.

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

R. Deininger Casper, Esq.  
Attorney for Defendant

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

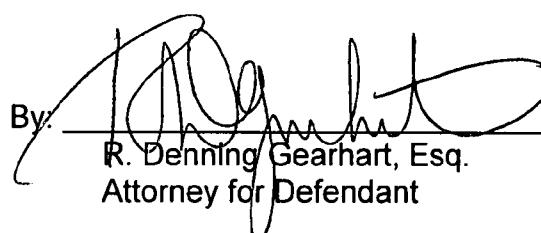
PALISADES COLLECTION, L.L.C.  
ASSIGNEE OF CHASE MANHATTAN BANK  
c/o WOLPOFF & ABRAMSON, L.L.P.  
4660 TRINDLE ROAD, 3<sup>rd</sup> FLOOR  
CAMP HILL, PA 17011  
Plaintiff  
vs.  
STEVEN H. BROWN  
270 SUMMIT ST  
CLEARFIELD, PA 16830

No. 06-807-CD

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, 3<sup>rd</sup> Floor  
Camp Hill, PA 17011

By: 

R. Denning Gearhart, Esq.  
Attorney for Defendant

Dated: August 16, 2006

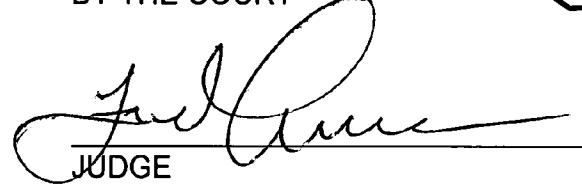
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

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

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

010:00 AM

William A. Shaw  
Prothonotary/Clerk of Courts

4 Cents to Mail

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

STEVEN H. BROWN  
vs.

DEFENDANT'S PRELIMINARY  
OBJECTIONS TO PLAINTIFF'S  
COMPLAINT

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

Prothonotary/Clerk of Courts  
William A. Shaw

AUG 16 2006

FILED

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<sup>rd</sup> 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  
01/01/2006 CC  
SEP 01 2006 \$

William A. Shaw  
Prothonotary/Clerk of Courts

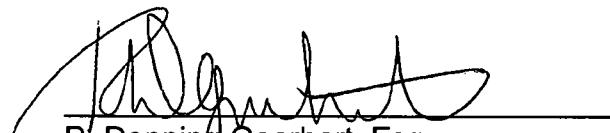
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

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<sup>rd</sup> 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, 3<sup>rd</sup> 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, : NO. 06-807-CD  
ASSIGNEE OF CHASE MANHATTAN :  
BANK, :  
PLAINTIFF :  
: :  
vs. : CIVIL ACTION - LAW  
: :  
STEVEN H. BROWN, :  
DEFENDANT :  
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 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 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 páginas, siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Usted debe presentar una apariencia escrita o en persona o por abogado y archivar en la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Se avisa que si usted no se defiende, la corte tomará medidas y pedirá entrar una orden contra usted sin previo aviso o notificación y por cualquier queja o alivio que es pedido en la petición de demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

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

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

FILED  
m/j/p/s/ 28/01 2001  
S P O 2001 Atty  
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 30<sup>th</sup> 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 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.

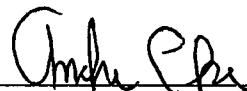
14. Despite reasonable and repeated demands for payment, Defendant has failed, refused and continues to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.

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.

8/30/04



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 TRINDE 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 or card 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", "you", 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 to 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 Conversion Checks. "ATM" means Automated Teller Machine. "Chase check" means a check drawn on Chase Manhattan Bank USA, National Association or one of its affiliates. "Seller" means any merchant, insurance company or its agent or broker.

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

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

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

5. Your Credit Line. Your credit line is the limit 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 to us any amount over your credit line. We may change your credit line or separate the amount of your credit line into available credit for Purchases and advances if the credit line is changed or limited, you will be notified.

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

Annual Fee. If there is an Annual Fee to the Account, you will be charged for disclosed in Box 7 whether or not you have used your Card. This Annual Fee has been waived. It will be billed when you first have credit, 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. Payment must be in United States Dollars and drawn on a United States institution or the United States Postal Service. If you have had "bank in trust" or any similar wording on the endorsement on your 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 to up to a day 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 in which we cannot process under our normal operating times.

any amount paid 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 amount 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 rounded to the next lower dollar. If the resulting amount is less than \$10, it will be increased to \$10. To this amount we add any Past Due Amounts and, at our option, any amounts in excess of your credit line. The Minimum Payment will never be more than the New Balance.

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

12. If Your Cards or Checks are Lost or Stolen. If someone used your Card(s) or Checks without your permission or if they are lost or stolen, contact us immediately. You may call or write. Call toll free 1-800-648-8911 or write from 50 states, Washington, D.C., Puerto Rico, and the U.S. Virgin Islands. Write to P.O. Box 3027, New Hyde Park, New York 11042. You may be liable for the unauthorized use of your Card(s) in an amount not to exceed \$50 in any case where your Card(s) are lost or stolen and you fail to contact us within twenty-four (24) hours. You will not be liable for such unauthorized use if you contact us in the manner described immediately above within the twenty-four (24) hour time limit or before the transaction takes place.

13. If Your Card or Check is Stolen. We are not responsible if a Card, Bank or ATM machine is being used 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 to security reasons, and as such, the details of how the authorization system works are not listed in this Agreement. Neither we nor our agents will be responsible if authorization for a transaction is not given. If your Account is over-limit or delinquent, credit authorization for transactions may be declined.

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

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

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

17. Currency Conversion. If you incur a charge in a foreign currency, the charge will be converted by MasterCard International, Inc. or Visa International, as appropriate, into a U.S. dollar amount. MasterCard International, Inc. or Visa International will use the conversion procedures published from time to time 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 of the posting date.

CHASE

13. **Disputing Account Information Reported to Credit Bureaus.**  
To learn information about your account to credit bureaus you have a right to obtain the availability of the information reported by writing to:  
1. **Equifax Credit Information Services, Inc., 1271 Peachtree Street, N.E., Atlanta, Georgia 30367.**  
2. **Trans Union, Inc., 399 Park Avenue, New York, New York 10017.**  
3. **Experian, Inc., 13850 Coit Road, Dallas, Texas 75243.**

the form of the Agreement is satisfactory and say that we are ready  
to do so. We will then change the name of the changes to the  
Agreement and it will then be called the "Amended Agreement" and any  
and all documents on your Account will be changed to reflect  
any changes made on your Account to another person at any time.  
If so, the Agreement will still be in effect and any business you have  
or do in the Agreement is to be governed accordingly.  
21. Demand and Satisfaction Clause. If you do not make a payment

11.1.2. If you do not make a payment when it is due, or if you do not follow the terms of this Agreement, we may, as permitted by law, (1) cancel your credit privileges and require you to pay your unpaid balance immediately, (2) require you to pay interest at the rate of two percent (2%) a month on your unpaid balance when we close an account to you in a store banking cycle past due, and (3) require you to immediately pay all of your outstanding balance and any credit costs in the collection of amounts you owe under this Agreement.

2. Cancellation. We may cancel your Account at any time. You will be  
notified in writing of any Purchases, Advances or other authorizations  
made by or on behalf of you. Your Account Your Card is issued as a way  
of payment, not as a credit facility. It may be terminated if you exceed  
Card limits, if you do not pay amounts due when due, if you do not respond to this  
statement within 30 days of the date it is sent to you, or in connection with the  
termination of your employment or if you are declared bankrupt.

the Government is governed by the laws of  
God and the laws of Nature, the former  
providing for the spiritual welfare of man,  
the latter for his temporal welfare.

TEAMS FOR ADVICE

**Admiral, Inc.** is a CASH Account or similar transaction. You take an **Admiral, Inc.** account with **CashAdmiral**. These **Debits** are only Debited by **CashAdmiral** when you are pre-authorized on the **Admiral, Inc.** account. We will not debit from **Check**. 2) Using any of **Admiral, Inc.** or any which may be provided to you by another financial institution or company. 3) Using a **CashAdmiral** slip. **CashAdmiral** slips may be issued from any of our branches or from any bank that accepts the **Admiral, Inc.** 4) Using the **check** method in you in response to your **Admiral, Inc.** 5) Using any other service that may be connected to your **Admiral, Inc.** checking account which may be offered by us. The above are the **Admiral, Inc.** on this **Account**. 6) Entering into **transfers** but the **transferees** of these **transfers** in cash or similar transactions as they may have in **Admiral, Inc.** including but not limited to wire transfers, money orders, travelers checks, money orders, and letter of credit. **Admiral, Inc.** may also be referred to as **CashAdmiral** or **CashAdmiral, Inc.** 7) **Debits** to your **Account**. You will be charged for the debited in this manner. 8) **Debits** to your **Account** or **Admiral, Inc.** **Check** issued which

is processed, you will be given the option to make a one-time payment or to have the amount charged to your account on a monthly basis. If you choose to make a one-time payment, the amount will be charged to your account in less than 48 hours. If you choose to have the amount charged to your account on a monthly basis, the amount will be charged to your account on the 1st of each month. You will be given the option to cancel the monthly payment at any time.

4. Interest on Advances - the Advance Interest Rate is 1% but to be calculated on the actual number of days.

5. Settlement Transaction Fees - To determine the exact Advance there will be a Transaction Fee as indicated in 5.3. Any additional and subsequent Transaction Fees are also depicted in 5.3. The last amount of Transaction Fees will be shown in the descriptive portion of your statement. Transaction Fees are part of the Finance Charge. The addition of Transaction Fees may update the Annual Percentage Rate on Advances to exceed the nominal Annual Percentage Rate shown on your statement.

• १९७५ ईश्वरी विजयन

The Agency and its library have been well received.  
You may recall that I have a desire to have  
a library service with a library program, and I am  
anxious to have it.

**TERMS FOR BALANCE TRANSFERS, ADVANCES  
AND PURCHASES**

1. **Characteristics of the Payment Decisions Between Transactors, Advertisers and Purchasers.** The portion of the *Frontier Change* which is described by using the study *Frontier Rule* is calculated separately for *Advertisers*, *Transactors*, *Advertisers* and *Purchasers*, but using the same method (presently known as the "change rule" test, including non-homogeneous) mentioned. Several reasons exist, however, which cause the

We characterize each of the average daily balances as follows. For each day in the billing cycle, we take the day's beginning balance in **Interest Receivable**, **Advances and Purchases** (an amount that includes accrued and unpaid **Service Charge**, less and other charges from previous billing cycles) and add any new **Interest Receivable**, **Advances and Purchases** or other credits to the appropriate balances. We then add to each such balance an amount equal to the previous day's ending balance of **Interest Receivable**, **Advances and Purchases** multiplied by the applicable daily **Periodic Rate** (or if more than one rate could apply depending on the average daily balance reaching a certain level, the lower applicable rate). We then subtract from the appropriate balance any payments or credits posted that day. This gives us the daily balances in **Interest Receivable**, **Advances and Purchases**. We then add all of the daily balances sequentially to **Interest Receivable**, **Advances and Purchases** (including days which end with a credit balance), and divide each sum by the number of days in the billing cycle. This gives us the average daily balance in **Interest Receivable**, **Advances and Purchases**. All fees charged by your **Advances** are added to the appropriate **Purchases** balance, except to the **Service Charge/Prepayment Fee** in **Advances** which is deducted in the **Accrued Advances** balance. This Agreement provides for the compounding of **Financial Charges**.

Then the quarterly cash average daily interest by the applicable daily Periodic Rate and then by the number of days in the billing cycle. The daily Periodic Rate is equal 100% of the Annual Percentage Rate. The daily Periodic Rate and Annual Percentage Rate are disclosed in the applicable portion of the Pricing Schedule, as may be converted hereinto. The term FINANCIAL CHARGES computed by Periodic Rate for Advances, Prepayments, Advances, and Prepayments are added to the Service Charge/Participation Fee to Advances @ 2% to get the combined term of FINANCIAL CHARGE shown on the monthly statement.

For Purchases only, there is a minimum FINANCE CHARGE of \$10.00. The Finance Charge for Purchases is imposed. There is also a Finance Charge on Purchases if you pay or have the "New Balance" due on your monthly statements but any Advances balance by the due date (the due date) shown on the monthly statement. (This is known as "open period") You may avoid a Finance Charge to Purchases by the billing cycle in which they are posted to your Account if that cycle ends with a previous Purchases balance of zero or that balance is reduced to zero during that cycle by payments or credits. There is no period for Transportation Expenses. If you receive a credit balance

1. *On the 1st of January, 1863, the slaves in the United States were freed.* This was done by the Emancipation Proclamation of Abraham Lincoln, President of the United States.

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

Therefore, the monthly rebates will continue in the same manner I described above. Any change in pricing as a result of the market rebates will apply to existing as well as new balances and will be checked with the billing cycle ending on the previous date.

• **Consumer Report:** We may obtain a consumer report on you in the course of the business to assist you. **Accordant.**

**FOR OHO MEMBERS** The Ohio law against discrimination requires that all creditors make credit equally available to all qualified customers, and the law and resulting regulations maintain separate and accurate records of all loans made. The Ohio Bill Page

SEE THE ACCOMPANYING  
INFORMATION CONCERNING  
ALLIED PILOTS.

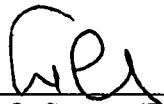
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

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 30<sup>th</sup> 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

PALISADES COLLECTION, L.L.C. : 2

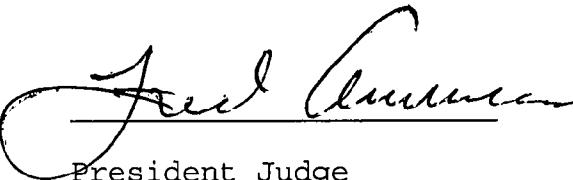
VS. : NO. 06-807-CD

STEVEN H. BROWN : 2

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 2006  
09/30/2006 Attns.  
SEP 26 2006 Warholic, Spears

William A. Shaw 2006  
Prothonotary/Clerk of Courts Attny  
Gearhart 2006

④

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

Philip C Warholic  
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 *cc + 1 cert  
11/20/06 Lm 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 21<sup>st</sup> day of November, 2007

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

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

William A. Shaw  
Prothonotary/Clerk of Courts

Philip C Warholic

Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
Philip C. Warholic #86341 / Andrew C. Spears #87737  
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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

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

NOV 30 2006

Attest.

William A. Shaw  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

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 Discontinued

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