

06-1875-CD
Palisades Collection vs Harry J. Ripley

Palisades Collect et al vs Harry Ripley
2006-1875-CD

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA**

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

No. 2006-1875-CD

Plaintiff

Type of Case: Contract

VS.

HARRY J RIPLEY
35 CARDINAL DR
DU BOIS PA 158018718

Type of Pleading:

Filed on Behalf of: Plaintiff

Defendant(s)

Date: 11/7/06


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

FILED pd \$85.00 A4
M 12 20 cm ICC Shpl2
NOV 13 2006 ICC A4 Galloway


William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION,L.L.C.
ASSIGNEE OF BANK ONE

:No.

Plaintiff

VS

:CIVIL ACTION - LAW

HARRY J RIPLEY
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. 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.	:No.
ASSIGNEE OF BANK ONE	:
Plaintiff	:
VS	:
HARRY J RIPLEY	:CIVIL ACTION - LAW
Defendant(s)	:
	:
	:
	:

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) 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 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.

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION,L.L.C.
ASSIGNEE OF BANK ONE
Plaintiff

:No.

VS

HARRY J RIPLEY
Defendant(s)

: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 is PALISADES COLLECTION,L.L.C. ASSIGNEE OF BANK ONE , located at 210 Sylvan Avenue Englewood Cliffs, NJ 07632.
2. Defendant, HARRY J RIPLEY, is an adult individual with a last known address of 35 Cardinal Dr Du Bois, Clearfield County, PA 15801-8718.
3. It is averred that Defendant was issued an open end credit card account. The Terms and Conditions governing this account is attached hereto, incorporated herein and marked as Exhibit "A".
4. At all relevant times material hereto, Defendant(s) have/has used said charge card 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 "B".

6. 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 \$5,485.85.

7. Pursuant to the Credit Agreement and/or applicable Pennsylvania Law, any unpaid or delinquent balances on said account shall continue to bear interest at the rate of 18 %. See Exhibit "A" as previously identified herein.

8. As of the date of the filing of this Complaint, the amount of interest which has accrued is the sum of \$3,782.08.

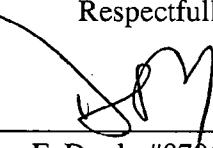
9. Despite reasonable and repeated demands for payment, Defendant has refused and continue to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.

10. 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 \$5,485.85, plus interest in the amount of \$3,782.08, plus costs of this action and any other relief as this Court deems just and reasonable.

Respectfully Submitted,

Date: 11/7/06


Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / Andrew C. Spears #87737
David R. Galloway #87326 / Tonilyn M. Chippie #87852
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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

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: 11/7/06


Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / Andrew C. Spears #87737
David R. Galloway #87326 / Tonilyn M. Chippie #87852
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4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

Plaintiff = 356178
Client Reference Num = 5435551109040630
Client = BONES2
Current Balance = 5485.85
LSTPYMTDT = 20010606
C/O DATE = 20020131
Last Name = RIPLEY
First Name = HARRY
Middle Name = J
Addr1 = 1375 MARTIN ST
Addr2 = STE 204
City = STATE COLLEGE
State = PA
Zip = 16803
Phone1 = 8143716545
Phone2 = 0000000000
SSN =
DOB =
Last Name = RIPLEY
First Name = EVELYN
Middle Name = K
Co-maker Addr1 =
Co-maker Addr2 =
Co-maker City =
Co-maker State =
Co-maker Zip =
Co-maker Phone1 = 0000000000
Co-maker Phone2 = 0000000000
Co-maker SSN =
DOB =
Debtor Number = 9849231

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION, LLC
ASSIGNEE OF BANK ONE
C/O WOLPOFF & ABRAMSON, LLP
4660 TRINDLE ROAD, 3RD FLOOR
CAMP HILL, PA 17011

NO. 2006-1875

Type of Pleading: Preliminary
Objections of Defendant, Harry
Ripley

v.

HARRY RIPLEY
35 CARDINAL DRIVE
DUBOIS, PA 15801

Filed on behalf of: Defendant

Counsel for this Party:
BABST, CALLAND, CLEMENTS
AND ZOMNIR, PC.

Alan F. Kirk, Esquire
ID#36893

328 Innovation Boulevard, Suite 200
State College, PA 16803

Phone: 814.867.8055
Fax: 814.867.8051

E-mail: akirk@bccz.com

NOTICE

FILED

DEC 26 2006

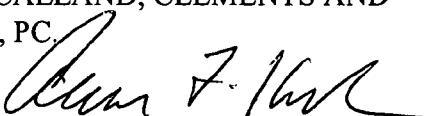
2 CENTS *AMT*
William A. Shaw
Prothonotary/Clerk of Courts

ml 12:00/06

TO: **PALISADES COLLECTION, LLC.**

You are hereby notified to file a written response to the enclosed Preliminary
Objections within twenty (20) days from service hereof or a judgment may be entered
against you.

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.



Alan F. Kirk, Esquire

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION, LLC
ASSIGNEE OF BANK ONE
C/O WOLPOFF & ABRAMSON, LLP
4660 TRINDLE ROAD, 3RD FLOOR
CAMP HILL, PA 17011

NO. 2006-1875

Type of Pleading: Preliminary
Objections of Defendant, Harry
Ripley

v.

Filed on behalf of: Defendant

HARRY RIPLEY
35 CARDINAL DRIVE
DUBOIS, PA 15801

Counsel for this Party:
BABST, CALLAND, CLEMENTS
AND ZOMNIR, PC.
Alan F. Kirk, Esquire
ID#36893
328 Innovation Boulevard, Suite 200
State College, PA 16803
Phone: 814.867.8055
Fax: 814.867.8051
E-mail: akirk@bccz.com

PRELIMINARY OBJECTIONS OF DEFENDANT, HARRY RIPLEY

AND NOW COMES, the Defendant, HARRY RIPLEY, by and through his attorneys, Babst, Calland, Clements and Zomnir, PC., and files these Preliminary Objections to which the following is a statement:

I.

Motion For Specific Pleading.

The Plaintiff has filed a Complaint seeking collection of an alleged outstanding credit account. The Complaint alleges that the terms and conditions governing this account are attached to the Complaint and marked as Exhibit "A". No Exhibit "A" is attached to the Complaint which recite the terms and conditions for the alleged account.

As a result, the Defendant is without sufficient information, knowledge or belief with which to prepare an Answer.

Further, the Plaintiff alleges that the Defendant was provided with copies of the alleged statement of account showing all debits and credits for the alleged account. It is averred in the Complaint that a true and correct copy of the statement of account is attached and marked as Exhibit "B". No Exhibit "B" is attached to the Complaint.

As a result, the Defendant is without sufficient knowledge or information to prepare an Answer.

WHEREFORE, the Defendant requests this Honorable Court to grant the Preliminary Objections of the Defendant, HARRY RIPLEY, and dismiss the Complaint of the Plaintiff and grant any other relief deemed appropriate.

Respectfully submitted,

Date: 12. 20- 02

BABST, CALLAND, CLEMENTS AND ZOMNIR, PC

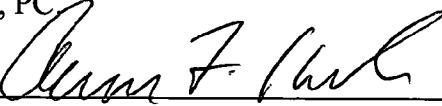


Alan F. Kirk, Esquire

VERIFICATION

I verify that the statements made in the foregoing Preliminary Objections are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA. C.S.A. §4904 relating to unsworn falsification to authorities.

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC



Alan F. Kirk, Esquire

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION, LLC
ASSIGNEE OF BANK ONE
C/O WOLPOFF & ABRAMSON, LLP
4660 TRINDLE ROAD, 3RD FLOOR
CAMP HILL, PA 17011

NO. 2006-1875

v.

HARRY RIPLEY
35 CARDINAL DRIVE
DUBOIS, PA 15801

Counsel for this Party:
BABST, CALLAND, CLEMENTS
AND ZOMNIR, PC.
Alan F. Kirk, Esquire
ID#36893
328 Innovation Boulevard, Suite 200
State College, PA 16803
Phone: 814.867.8055
Fax: 814.867.8051
E-mail: akirk@bccz.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Notice to Plead and
Preliminary Objections were served upon the following by First Class Mail on
December 30th, 2006:

DAVID R. GALLOWAY, ESQUIRE
WOLPOFF & ABRAMSON, LLP
4660 TRINDLE ROAD, SUITE 300
CAMP HILL, PA 17011



Michele M. Steudler, Legal Assistant
to Alan F. Kirk, Esquire
Counsel for Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION, LLC
ASSIGNEE OF BANK ONE
C/O WOLPOFF & ABRAMSON, LLP
4660 TRINDLE ROAD, 3RD FLOOR
CAMP HILL, PA 17011

NO. 2006-1875

Type of Pleading: Praeclipe
For Entry of Appearance

v.

HARRY RIPLEY
35 CARDINAL DRIVE
DUBOIS, PA 15801

Filed on behalf of: Defendant

Counsel for this Party:
BABST, CALLAND, CLEMENTS
AND ZOMNIR, PC.
Alan F. Kirk, Esquire
ID#36893
328 Innovation Boulevard, Suite 200
State College, PA 16803
Phone: 814.867.8055
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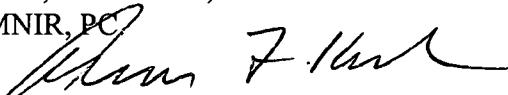
PRAECLYPE FOR ENTRY OF APPEARANCE

TO: PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter my appearance as local counsel for Defendant, HARRY RIPLEY, in the above-captioned matter. Kindly file all correspondence to Babst, Calland, Clements and Zomnir, PC, c/o Alan F. Kirk, Esquire, 328 Innovation Boulevard, Suite 200, State College, PA 16803.

Date: 12-20-06

Respectfully submitted,
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC



Alan F. Kirk, Esquire

FILED

DEC 26 2006

11:50 AM

William A. Shaw

Prothonotary/Clerk of Courts

2 CLERK TO ATTY

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION, LLC
ASSIGNEE OF BANK ONE
C/O WOLPOFF & ABRAMSON, LLP
4660 TRINDLE ROAD, 3RD FLOOR
CAMP HILL, PA 17011

NO. 2006-1875

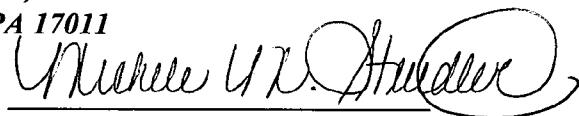
v.

HARRY RIPLEY
35 CARDINAL DRIVE
DUBOIS, PA 15801

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Praeclipe for Entry of
Appearance was served by U.S. Mail, First Class, this **20th** day of **December, 2006**, on the
following:

**DAVID R. GALLOWAY, ESQUIRE
WOLPOFF & ABRAMSON, LLP
4660 TRINDLE ROAD, SUITE 300
CAMP HILL, PA 17011**



Michele M. Steudler
Legal Assistant to Alan F. Kirk, Esquire
Counsel for Defendant, Harry Ripley
328 Innovation Boulevard, Suite 200
State College, PA 16803

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION, LLC, : NO. 2006-1875
ASSIGNEE OF BANK ONE, :
vs. : CIVIL ACTION - LAW
HARRY J. RIPLEY, :
Defendant :
:

NOTICE

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

LAW OFFICES
WOLPOFF & ABRAMSON, L.L.P.
ATTORNEYS IN THE PRACTICE
OF DEBT COLLECTION
4660 TRINDE ROAD
SUITE 300
CAMP HILL, PA 17011
717-303-6700

FILED

JAN 09 2007

1/11/07
William A. Shaw

Prothonotary/Clerk of Courts

1 CENTS TO AIR

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION, LLC, : NO. 2006-1875
ASSIGNEE OF BANK ONE, :

vs. : CIVIL ACTION - LAW

HARRY J. RIPLEY,
Defendant :

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 de 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 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.

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

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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION, LLC, : NO. 2006-1875
ASSIGNEE OF BANK ONE, :
Plaintiff :
vs. : CIVIL ACTION - LAW
HARRY J. RIPLEY, :
Defendant :
:

AMENDED COMPLAINT

AND NOW, this 8th day of January, 2007 comes the Plaintiff,
Palisades Collection, LLC, by and through its attorneys, the law firm of
Wolpoff & Abramson, L.L.P., and files the within Amended Complaint and in
support avers as follows:

1. Plaintiff, PALISADES COLLECTION, LLC, Assignee of
Bank One, is located at 210 Sylvan Avenue, Englewood Cliffs, NJ 07632.
2. Defendant, HARRY J. RIPLEY, is an adult individual with a
last known address of 35 Cardinal Drive, Dubois, Clearfield County, Pa
15801-8718.
3. That Plaintiff initiated this action by filing its initial Complaint
on or about November 13, 2006.
4. That the within Amended Complaint is being filed by Plaintiff
in an attempt to cure Defendant's Preliminary Objections which were filed on
or about December 20, 2006. .
5. It is Defendant was issued an open-end credit card account by
Plaintiff's assignor, Bank One, with account number 5435 5511 0904 0630.

This account was created through a Cardmember Agreement between Plaintiff's assignor and Defendant, accepted by Defendant when he signed the back of the credit card and utilized said credit card account.

6. At all relevant times material hereto, Defendant had been regular user of said account for the purchase of products, goods and/or for obtaining services and/or funds. A true and correct copy of the account history associated with the aforementioned account is attached hereto, incorporated herein and marked as Exhibit "A".

7. By signing and/or utilizing the Account, Defendant accepted the terms and conditions governing the Account. A copy of the written terms and conditions governing the Account are attached hereto as Exhibit "B."

8. Defendant did not object to the above-mentioned statements of account submitted by Plaintiff's assignor to Defendant.

9. That Defendant has made sporadic and irregular payments, if any, which have been applied to the outstanding balance of this account.

10. As of the date of the original 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 Five Thousand Four Hundred Eighty-Five Dollars and 85/100 (\$5,485.85).

11. Pursuant to the written terms and conditions which Defendant received when the aforementioned Account was opened 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%.

12. As of the date of the original Complaint, the amount of interest which has accrued on the aforementioned account is the sum of Three Thousand Seven Hundred Eighty-Two and 08/100 (\$3,782.08).

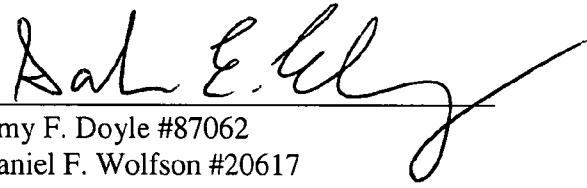
13. Despite reasonable and repeated demands for payment, Defendant has failed, refused and continues to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.

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

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

WHEREFORE, Plaintiff, PALISADES COLLECTION, LLC, respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendant, HARRY J. RIPLEY, in the amount of \$5,485.85, plus interest in the amount of \$3,782.08, plus costs of this action and any other relief as this court deems just and reasonable.

Respectfully submitted,



Amy F. Doyle #87062
Daniel F. Wolfson #20617
Philip C. Warholic #86341
Andrew C. Spears #87737
David R. Galloway #87326
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Bruce H. Cherkis #18837
WOLPOFF & ABRAMSON, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Rd., 3rd Floor
Camp Hill, PA 17011
(717) 303-6700

LAW OFFICES
WOLPOFF & ABRAMSON, L.L.P.
*ATTORNEYS IN THE PRACTICE
OF DEBT COLLECTION*
4660 TRINDEL ROAD
SUITE 300
CAMP HILL, PA 17011
717-303-6700

LAW OFFICES
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*ATTORNEYS IN THE PRACTICE
OF DEBT COLLECTION*
4660 TRINDE ROAD
SUITE 300
CAMP HILL, PA 17011
717-303-6700

EXHIBIT "A"

FICHINFO1 Date 12/29/04 Account 5435551109040630

Mode L Nxt +

Plaintiff = 356178

Client Reference Num = 5435551109040630

Client = BONES2

Current Balance = 5485.85

LSTPYMTDT = 20010606

C/O DATE = 20020131

Last Name = RIPLEY

First Name = HARRY

Middle Name = J

Addr1 = 1375 MARTIN ST

Addr2 = STE 204

City = STATE COLLEGE

State = PA

Zip = 16803

Phone1 = 8143716545

Phone2 = 0000000000

SSN = 148421740

DOB =

Last Name = RIPLEY

First Name = EVELYN

Middle Name = K

Co-maker Addr1 =

MODE L=LFT R=RGT W=WRP Next File

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

4660 TRINDE ROAD

SUITE 300

CAMP HILL, PA 17011

717-303-6700

EXHIBIT "B"

02085A02503-327

CREDIT CARD ACCOUNT

Cardholder Agreement

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.

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 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 mailed you the advertisement for the property or services.

This Agreement is for your credit card account (Account) with BANK ONE, COLUMBUS, OH (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. Your current credit limit is printed on your billing statement. You agree not to exceed that limit.

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, COLUMBUS, OH, Bankcard, Dept. 0558, Columbus, OH 43271-0558.

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, on 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 2% of your Total New Balance, but no 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.

BANK ONE.

BANK ONE, COLUMBUS, OH
CANTON, OHIO Member FDIC

IIN 005BC

Non-Inventory N 00052 (4/81)

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

- (A) A non-refundable Annual Fee of \$18.
- (B) An Over-the-Credit-Limit Fee of \$18 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 \$18 for any check or other negotiable instrument in payment on your Account which is presented and not paid. There will be no Returned Check Fee assessed to your credit card account if the check is drawn on a BANK ONE checking account.
- (D) A Returned VISA or MasterCard Check Fee of \$18 if any VISA or 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 \$18 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 \$18 any time you request a stop payment on a VISA or MasterCard check.

8. **Finance Charges.** The FINANCE CHARGE on your Account is determined by multiplying your Average Daily Principal Balance for the statement billing period by the Monthly Periodic Rate of 1.73%. The corresponding ANNUAL PERCENTAGE RATE is 20.83%.

The Average Daily Principal Balance is calculated separately for purchases and cash advances. To determine the Average Daily Principal Balance, we add the Daily Principal 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 Principal Purchase Balance is calculated by taking the daily beginning balance of purchases (excluding unpaid finance charge and fees), minus the portion of payments and credit adjustments applied to the principal purchase balance, minus credit vouchers, plus purchases and debit principal purchase adjustments.

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 Principal Cash Advance Balance is calculated by taking the daily beginning balance of cash advances (excluding unpaid finance charge and fees), minus the portion of payments and credit adjustments applied to the principal cash advance balance, plus cash advances and debit principal cash advance adjustments.

A charge will be assessed for each Cash Advance transaction and will be reflected as an additional Finance Charge. 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 charge will be 2% of the amount advanced; however, it will not be less than \$2.00.

9. **Application of Payments.** Payments received at the VISA or MasterCard address listed 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. will be applied the next business day. Payments received at any other BANK ONE location may incur a delay in crediting to your Account, but in no case will the delay exceed four business days from the date of receipt.

Payments are applied in the order listed below:
to Fee and Finance Charge Balances
to the New Balance of Cash Advances
to the Previous Balance of Purchases
to the Balance of New Purchases, if any

However, payments received by the Date Payment Due that are equal to or greater than the New Balance of Purchases will be applied first to the New Balance of Purchases (which includes fees and finance charges on those purchases), then to the New Balance of Cash Advances.

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 or 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 at the time the transaction is posted to your Account, including any special currency exchange charges.

13. **Change of Terms.** We can change the terms of this Agreement at any time by notifying you in writing at least 15 days prior to the effective date of the change. 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 allowed by 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 fees.
- (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 the rules of the Comptroller of the Currency 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.

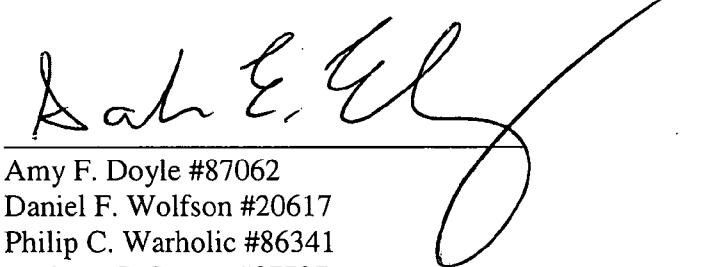
Notify Us in Case of Errors or Questions About Your Bill

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 of 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 send you the FIRST bill in which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

VERIFICATION

The undersigned hereby states that he/she is the attorney for the Plaintiff, PALISADES COLLECTION, LLC, 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 Amended 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.



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
Ronald M. Abramson #94266
Ronald S. Canter #94000
Bruce H. Cherkis #18837
WOLPOFF & ABRAMSON, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Rd., 3rd Floor
Camp Hill, PA 17011
(717) 303-6700

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION, LLC, : NO. 2006-1875
ASSIGNEE OF BANK ONE, :

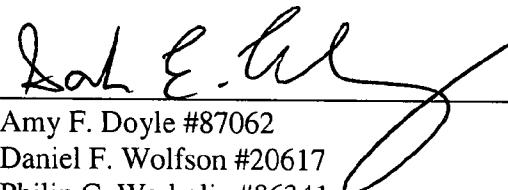
vs. : CIVIL ACTION - LAW

HARRY J. RIPLEY, :
Defendant :

CERTIFICATE OF SERVICE

The undersigned does hereby certify that I served a copy of the
foregoing Amended Complaint upon counsel for the Defendant, by First Class
Mail, Postage Pre-Paid, a copy thereof on this 8th day of January, 2007, to:

Alan F. Kirk, Esquire
Babst, Calland, Clements & Zomnir, P.C.
328 Innovation Boulevard, Suite 200
State College, Pa 16803



Amy F. Doyle #87062

Daniel F. Wolfson #20617

Philip C. Warholic #86341

Andrew C. Spears #87737

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WOLPOFF & ABRAMSON, LLP

Attorneys in the Practice of Debt Collection

4660 Trindle Rd., 3rd Floor

Camp Hill, PA 17011

(717) 303-6700

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION, LLC
ASSIGNEE OF BANK ONE
C/O WOLPOFF & ABRAMSON, LLP
4660 TRINDLE ROAD, 3RD FLOOR
CAMP HILL, PA 17011

NO. 2006-1875

Type of Pleading: Preliminary
Objections of Defendant, Harry
Ripley to Amended Complaint of
Plaintiff

V.

Filed on behalf of: Defendant

HARRY RIPLEY
35 CARDINAL DRIVE
DUBOIS, PA 15801

Counsel for this Party:
BABST, CALLAND, CLEMENTS
AND ZOMNIR, PC.

Alan F. Kirk, Esquire
ID#36893

328 Innovation Boulevard, Suite 200
State College, PA 16803
Phone: 814.867.8055
Fax: 814.867.8051
E-mail: akirk@bccz.com

NOTICE

TO: **PALISADES COLLECTION, LLC.**

You are hereby notified to file a written response to the enclosed Preliminary Objections of Defendant, Harry Ripley to Amended Complaint of Plaintiff within twenty (20) days from service hereof or a judgment may be entered against you.

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.

Alan F. Kirk

FILED NO
m/2/9/07 cc
JAN 22 2007 (60)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION, LLC
ASSIGNEE OF BANK ONE
C/O WOLPOFF & ABRAMSON, LLP
4660 TRINDLE ROAD, 3RD FLOOR
CAMP HILL, PA 17011

NO. 2006-1875

Type of Pleading: Preliminary
Objections of Defendant, Harry
Ripley to Amended Complaint of
Plaintiff

v.

Filed on behalf of: Defendant

HARRY RIPLEY
35 CARDINAL DRIVE
DUBOIS, PA 15801

Counsel for this Party:
BABST, CALLAND, CLEMENTS
AND ZOMNIR, PC.
Alan F. Kirk, Esquire
ID#36893
328 Innovation Boulevard, Suite 200
State College, PA 16803
Phone: 814.867.8055
Fax: 814.867.8051
E-mail: akirk@bccz.com

**PRELIMINARY OBJECTIONS OF DEFENDANT, HARRY RIPLEY
TO AMENDED COMPLAINT OF PLAINTIFF**

AND NOW COMES, the Defendant, HARRY RIPLEY, by and through his attorneys, Babst, Calland, Clements and Zomnir, PC., and files these Preliminary Objections of Defendant to Amended Complaint of Plaintiff, to which the following is a statement:

L.

Motion For More Specific Pleading.

The Plaintiff has filed an Amended Complaint seeking collection of an alleged outstanding credit account of the Defendant. The Amended Complaint alleges that an account history governing this account is attached to the Complaint and marked as Exhibit "A" The

document attached as Exhibit "A" is not history of the account in any way. It does not show charge activity, does not show payment activity, or accumulation of interest. There is no relevant information except indicating an alleged current balance. In order to respond to the averments regarding the alleged outstanding credit account, it is necessary that the Defendant receive a full and complete account history from the Plaintiff. The Plaintiff is in exclusive control of the alleged account history. Without a more specific pleading regarding the account history, the Defendant is without sufficient knowledge, information or belief with which to prepare an Answer.

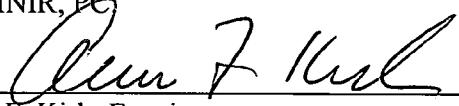
Further, the Plaintiff alleges that the Defendant accepted the terms and conditions governing the alleged account by agreeing to the terms and conditions of a credit card account Cardholder Agreement attached to the amended Complaint and marked as Exhibit "B". The document attached to the Amended Complaint and marked as Exhibit "B" does not in any way indicate that it is related to the Defendant. On the contrary, there appears to have been an account number at the top of the credit card account Cardholder Agreement which has been crossed out in an attempt to disguise the Exhibit in some way. Without more information regarding the alleged agreement attached as Exhibit "A", the Defendant is without sufficient knowledge, information or belief, to prepare an Answer regarding this averment.

WHEREFORE, the Defendant requests this Honorable Court to grant the Preliminary Objections of the Defendant, HARRY RIPLEY, and to require the Plaintiff to file a more specific pleading or in the alternative to dismiss the Complaint of the Plaintiff and grant any other relief deemed appropriate.

Respectfully submitted,

Date:

BABST, CALLAND, CLEMENTS AND ZOMNIR, PC

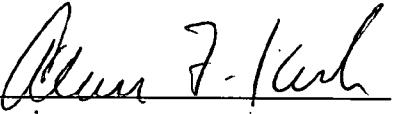


Alan F. Kirk, Esquire

VERIFICATION

I verify that the statements made in the foregoing pleading are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA. C.S.A. §4904 relating to unsworn falsification to authorities.

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.



Alan F. Kirk, Esquire

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION, LLC
ASSIGNEE OF BANK ONE
C/O WOLPOFF & ABRAMSON, LLP
4660 TRINDLE ROAD, 3RD FLOOR
CAMP HILL, PA 17011

NO. 2006-1875

v.

HARRY RIPLEY
35 CARDINAL DRIVE
DUBOIS, PA 15801

Counsel for this Party:
BABST, CALLAND, CLEMENTS
AND ZOMNIR, PC.
Alan F. Kirk, Esquire
ID#36893
328 Innovation Boulevard, Suite 200
State College, PA 16803
Phone: 814.867.8055
Fax: 814.867.8051
E-mail: akirk@bccz.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Notice to Plead and
Preliminary Objections of Defendant, Harry Ripley to Amended Complaint of Plaintiff
were served upon the following by First Class Mail on January 18, 2007:

SARAH E. EHASZ, ESQUIRE
WOLPOFF & ABRAMSON, LLP
4660 TRINDLE ROAD, SUITE 300
CAMP HILL, PA 17011



Michele M. Steudler, Legal Assistant
to Alan F. Kirk, Esquire
Counsel for Defendant

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

PALISADES COLLECTION,L.L.C. ASSIGNEE No. 2006-1875-CD
OF BANK ONE

C/O WOLPOFF & ABRAMSON, L.L.P.
4660 TRINDLE ROAD, 3rd FLOOR
CAMP HILL, PA 17011

Plaintiff

Type of Case: Contract

VS.

HARRY J RIPLEY
35 CARDINAL DR
DU BOIS PA 158018718

Type of Pleading: Praeclipe to Discontinue

Filed on Behalf of: Plaintiff

Defendant(s)

Date: 2/6/07


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

FILED *1cc & 1cert of
M/11/40 cm disc issued to
FEB 07 2007 Atty Ehasz*


William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PALISADES COLLECTION,L.L.C.
ASSIGNEE OF BANK ONE
Plaintiff

No. 2006-1875-CD

CIVIL ACTION - LAW

VS

HARRY J RIPLEY
Defendant(s)

PRAECIPE TO DISCONTINUE

To the Prothonotary:

Please mark the above-entitled case as discontinued without prejudice.

Respectfully Submitted,

Date: 2/6/07



Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259 / Bruce H. Cherkis #18837
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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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

PALISADES COLLECTION,L.L.C.
ASSIGNEE OF BANK ONE
Plaintiff

No. 2006-1875-CD

vs.

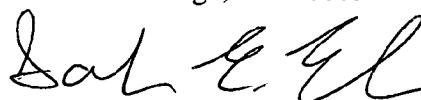
HARRY J RIPLEY
Defendant(s)

CIVIL ACTION - LAW

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 6th day of February, 2007

Alan Kirk
328 Innovation Boulevard, Ste 200
State College, PA 16803



Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259 / Bruce H. Cherkis #18837
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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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Palisades Collection LLC
Bank One

Vs.
Harry J. Ripley

No. 2006-01875-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 February 7, 2007, marked:

Discontinued without prejudice.

Record costs in the sum of \$85.00 have been paid in full by David R. Galloway Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 7th day of February A.D. 2007.



William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102133
NO: 06-1875-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: PALISADES COLLECTION, L.L.C.
vs.
DEFENDANT: HARRY J. RIPLEY

FILED

013:0751
FEB 13 2007

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURN

NOW, November 17, 2006 AT 2:37 PM SERVED THE WITHIN COMPLAINT ON HARRY J. RIPLEY DEFENDANT AT 35 CARDINAL DR, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO HARRY RIPLEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	108582	10.00
SHERIFF HAWKINS	WOLPOFF	108582	35.30

Sworn to Before Me This

____ Day of _____ 2007

So Answers,

Chester A. Hawkins
by/Mark H. Harris
Chester A. Hawkins
Sheriff