



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HARVEST CREDIT MANAGEMENT LLC,  
a limited liability company,  
assignee of Juniper Bank

Plaintiff(s),

v.

COLLEEN A YEAGER  
an individual

Defendant(s),

CIVIL DIVISION

No. 2007-419-CD

COMPLAINT

Code No. \_\_\_\_\_

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 00242

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

(412) 288-0300  
;77084

FILED  
MAR 19 2007  
11:31 AM  
Att'y pd 85.00  
rec Sheriff  
(initials)

William A. Shaw  
Prothonotary/Clerk of Courts

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

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

HARVEST CREDIT MANAGEMENT LLC,  
a limited liability company,  
assignee of Juniper Bank

Plaintiff(s),

v.

COLLEEN A YEAGER  
an individual

Defendant(s),

No. 2007

**NOTICE TO DEFEND AND CLAIM RIGHTS**

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

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

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

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

1-800-692-7375

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

HARVEST CREDIT MANAGEMENT LLC, |  
a limited liability company, |  
assignee of Juniper Bank |

Plaintiff(s), |

v. |

COLLEEN A YEAGER |  
an individual |

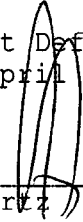
Defendant(s), |

No. 2007

**COMPLAINT**

1. Plaintiff(s) is HARVEST CREDIT MANAGEMENT LLC, a limited liability company, assignee of Juniper Bank. Plaintiff's address is c/o 1600 Law & Finance Building, Pittsburgh, PA 15219.
2. Defendant(s) is COLLEEN A YEAGER an individual. Defendant's address is 408 W 2ND AVE, CLEARFIELD PA 16830.
3. At Defendant's special instance and request, a credit account was opened for Defendant, which Defendant thereafter used and there is a balance due and unpaid, despite demand, in the amount of \$5,862.76□ plus interest from April 26, 2006□
4. Attached hereto as Exhibit "A", and incorporated herein by reference as though herein set forth at length, are true and correct copies of the documents of Defendant's account which were prepared in the ordinary course of business and are incorporated herein by reference. The account has been assigned to Plaintiff for value.

WHEREFORE, Plaintiff demands Judgment against Defendant(s) in the amount of \$5,862.76 plus interest from April 26, 2006 and costs.

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

(412) 288-0300

**HARVEST CREDIT MGT VII**  
LAST STATEMENT DETAILS FOR  
JUNIPER BANK  
ACCOUNT#: 5177510000402960  
LGBS#: EH099440

77084

COLLEEN A YEAGER  
408 W 2ND AVE  
CLEARFIELD PA 16830

SSN: XXX-XX-2760

ACCOUNT SUMMARY INFORMATION FOR #5177510000402960			
LAST STATEMENT:	N/A	INTEREST RATE:	28%
BALANCE DUE:	\$5,862.76	LAST PAYMENT:	September 01, 2005
AVAILABLE BALANCE:	\$0.00	OPEN DATE:	December 14, 2001

TRANSACTION	AMOUNT	TRANS. DATE	POST DATE	DETAIL
CHARGE OFF	\$5,862.76	April 26, 2006	April 26, 2006	CHARGE OFF



"Exhibit A"

#### EXHIBIT IV

#### BILL OF SALE AND ASSIGNMENT

The undersigned MILE ROCK MASTER FUND I LTD. hereby absolutely sells, transfers, assigns, sets-over, quitclaims and conveys to HARVEST CREDIT MANAGEMENT VII, LLC, a limited liability company organized under the laws of the State of Colorado without recourse and without representations or warranties of any type, kind, character or nature, express or implied, all of Assignor's right, title and interest in and to each of the Accounts identified in the Schedule of Accounts attached hereto as Exhibit III, together with the right to collect all principal, interest or other proceeds of any kind with respect to the Accounts remaining due and owing as of the date hereof (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Accounts into cash or other liquidated property, including, without limitation, insurance proceeds and condemnation awards), from and after the date of this Bill of Sale and Assignment.

DATED: AUGUST 1, 2006.

MILE ROCK MASTER FUND I LTD.

By: \_\_\_\_\_

Name: William H. Owens

Title: Director

**EXHIBIT A**  
**BILL OF SALE**

Juniper Bank, ("Seller"), for value received and pursuant to the terms and conditions of Credit card account Optional Purchase Agreement dated September 15, 2005 between Seller and Mile Rock Master Fund I Ltd., ("Purchaser") ("Forward Credit Card Sale Agreement") its successors and assigns, hereby assigns, effective as of the Cut-off Date of June 28, 2006, all rights to Purchaser, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit "A" attached hereto and made part hereof for all purposes.

Volume	919 accts
Balances	\$4,385,521.64
Premium	

**Due Seller**

Amounts due to Seller by Purchaser in U.S. Dollars by a wire transfer to be received by Seller on July 1, 2005 (the "Closing Date") by 5 p.m. to the Federal Reserve Account after confirming the Bill of Sale;

Seller:	Juniper Bank
c/o Bank:	Wilmington Trust Company
ABA Number:	031100092
Account:	2847-3907
Name:	Juniper Bank Operating Account

This Bill of Sale is executed without recourse except as stated in the Credit card account Optional Purchase agreement. No other representation of or warranty of title or enforceability is expressed or implied.

SELLER:

Juniper Bank

By:

[Signature]

Date: 6/28/06

Title:

Managing Director

**EXHIBIT A**  
**BILL OF SALE**

Juniper Bank, ("Seller"), for value received and pursuant to the terms and conditions of Credit card account Optional Purchase Agreement dated September 15, 2005 between Seller and Mile Rock Master Fund I Ltd., ("Purchaser") ("Forward Credit Card Sale Agreement") its successors and assigns, hereby assigns, effective as of the Cut-off Date of May 30, 2006, all rights to Purchaser, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit "A" attached hereto and made part hereof for all purposes.

Volume	867 acres
Balances	\$4,377,453.99
Premium	
<u>Due Seller</u>	

Amounts due to Seller by Purchaser in U.S. Dollars by a wire transfer to be received by Seller on June 1, 2005 (the "Closing Date") by 5 p.m. to the Federal Reserve Account after confirming the Bill of Sale:

Seller:	Juniper Bank
c/o Bank:	Wilmington Trust Company
ABA Number:	031100092
Account:	2847-3907
Name:	Juniper Bank Operating Account

This Bill of Sale is executed without recourse except as stated in the Credit card account Optional Purchase agreement. No other representation of or warranty of title or enforceability is expressed or implied.

SELLER:

Juniper Bank

By:

[Signature]

Date: 5/30/06

Title:

President & CEO



**EXHIBIT A**  
**BILL OF SALE**

Juniper Bank, ("Seller"), for value received and pursuant to the terms and conditions of Credit card account Optional Purchase Agreement dated September 15, 2005 between Seller and Mile Rock Master Fund I Ltd., ("Purchaser") ("Forward Credit Card Sale Agreement") its successors and assigns, hereby assigns, effective as of the Cut-off Date of July 28, 2006, all rights to Purchaser, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit "A" attached hereto and made part hereof for all purposes.

Volume	1030 accts
Balances	\$5,089,464.10
Premium	

Due Seller

Amounts due to Seller by Purchaser in U.S. Dollars by a wire transfer to be received by Seller on August 1, 2005 (the "Closing Date") by 5 p.m. to the Federal Reserve Account after confirming the Bill of Sale;

Seller:	Juniper Bank
c/o Bank:	Wilmington Trust Company
ABA Number:	031100092
Account:	2847-3907
Name:	Juniper Bank Operating Account

This Bill of Sale is executed without recourse except as stated in the Credit card account Optional Purchase agreement. No other representation of or warranty of title or enforceability is expressed or implied.

SELLER:

Juniper Bank

By:

[Signature]

Date:

7/28/06

Title:

MANAGER

**EXHIBIT A**  
**BILL OF SALE**

Juniper Bank, ("Seller"), for value received and pursuant to the terms and conditions of Credit card account Optional Purchase Agreement dated September 15, 2005 between Seller and Mile Rock Master Fund I Ltd., ("Purchaser") ("Forward Credit Card Sale Agreement") its successors and assigns, hereby assigns, effective as of the Cut-off Date of April 28, 2006, all rights to Purchaser, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit "A" attached hereto and made part hereof for all purposes.

Volume	959 accts
Balances	\$4,558,246.38
Premium	

**Due Seller**

Amounts due to Seller by Purchaser in U.S. Dollars by a wire transfer to be received by Seller on May 1, 2005 (the "Closing Date") by 5 p.m. to the Federal Reserve Account after confirming the Bill of Sale;

Seller:	Juniper Bank
c/o Bank:	Wilmington Trust Company
ABA Number:	031100092
Account:	2847-3907
Name:	Juniper Bank Operating Account

This Bill of Sale is executed without recourse except as stated in the Credit card account Optional Purchase agreement. No other representation of or warranty of title or enforceability is expressed or implied.

SELLER:

Juniper

By:

[Signature]

Date: 4/29/06

Title:

Manager

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

HARVEST CREDIT MANAGEMENT LLC,  
a limited liability company,  
assignee of Juniper Bank

Plaintiff(s),

v.

COLLEEN A YEAGER  
an individual

Defendant(s),

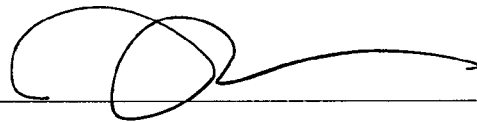
No. 2007

VERIFICATION

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

Date

2-17-07



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

HARVEST CREDIT MANAGEMENT LLC,  
a limited liability company,  
assignee of Juniper Bank  
Plaintiff(s)

vs.

COLLEEN A. YEAGER, an individual,  
Defendant

No. 2007-419-CD

Type of Case: Civil

Type of Pleading:  
Praecipe for Entry  
of Appearance

Filed on Behalf Of:  
Defendant, Colleen A.  
Yeager, an individual

Counsel of Record for  
this Party:  
Laurance B. Seaman, Esq.

Supreme Court No.: 19620

GATES & SEAMAN  
Attorneys At Law  
Two North Front Street  
P.O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

**FILED** *NO CC*  
*07:49 PM*  
MAY 08 2007 *@*

William A. Shaw  
Prothonotary/Clerk of Courts

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

HARVEST CREDIT MANAGEMENT LLC,  
a limited liability company,  
assignee of Juniper Bank

Plaintiff(s)

vs.

COLLEEN A. YEAGER, an individual,  
Defendant

No. 2007-419-CD

PRAECIPE

TO WILLIAM A. SHAW, PROTHONOTARY:

Please enter my appearance on behalf of Defendant, COLLEEN A. YEAGER, in the  
aforementioned action.

GATES & SEAMAN

BY: 

Laurance B. Seaman, Esquire  
Two North Front St.  
P.O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

Date: May 8, 2007

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

HARVEST CREDIT MANAGEMENT LLC,  
a limited liability company,  
assignee of Juniper Bank

Plaintiff(s)

vs.

COLLEEN A. YEAGER, an individual,  
Defendant

No. 2007-419-CD


CERTIFICATE OF SERVICE

I hereby certify that service was made by mailing a true and correct copy of the original Praecept for Appearance on May 8, 2007 by regular mail, postage prepaid to:

Louis B. Swartz, Esquire  
SWARTZ, LOVEJOY & ASSOCIATES  
16<sup>th</sup> Floor Law and Finance Building  
Pittsburgh, PA 15219

GATES & SEAMAN

By: \_\_\_\_\_

  
Laurance B. Seaman, Esq.  
Attorney for Defendant,  
Colleen A. Yeager

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

HARVEST CREDIT MANAGEMENT LLC,  
a limited liability company,  
assignee of Juniper Bank  
Plaintiff(s)

vs.

COLLEEN A. YEAGER, an individual,  
Defendant

No. 2007-419-CD

Type of Case: Civil

Type of Pleading:  
Answer and New Matter

Filed on Behalf Of:  
Defendant, Colleen A.  
Yeager, an individual

Counsel of Record for  
this Party:  
Laurance B. Seaman, Esq.

Supreme Court No.: 19620

GATES & SEAMAN  
Attorneys At Law  
Two North Front Street  
P.O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

**FILED** *NO*  
*01/4/08*  
**MAY 08 2007** *cc*  
*(u)*

William A. Shaw  
Prothonotary/Clerk of Courts

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

HARVEST CREDIT MANAGEMENT LLC,  
a limited liability company,  
assignee of Juniper Bank

Plaintiff(s)

vs.

No. 2007-419-CD

COLLEEN A. YEAGER, an individual,  
Defendant


**NOTICE**

To: Louis B. Swartz, Esquire  
SWARTZ, LOVEJOY & ASSOCIATES  
16<sup>th</sup> Floor Law and Finance Building  
Pittsburgh, PA 15219

YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE TO THE  
ENCLOSED NEW MATTER WITHIN TWENTY (20) DAYS FROM SERVICE  
HEREOF OR A JUDGMENT MAY BE ENTERED AGAINST YOU.

GATES & SEAMAN

By:



Laurance B. Seaman, Esquire  
Attorney for Defendant,  
Colleen A. Yeager

Date: May 8, 2007



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

HARVEST CREDIT MANAGEMENT LLC,	:	
a limited liability company,	:	
assignee of Juniper Bank,	:	
Plaintiff(s)	:	
	:	
vs.	:	No. 2007-419-CD
	:	
COLLEEN A. YEAGER, an individual,	:	
Defendant	:	

**ANSWER**

AND NOW, comes Defendant, Colleen A. Yeager, by her attorneys, Gates & Seaman, and responds to Plaintiff's Complaint, as follows:

1. Paragraph 1 of the Complaint is admitted in part and denied in part. It is admitted that the name of Plaintiff is Harvest Credit Management LLC. The remaining averments of Paragraph 1, including the status of Plaintiff as a limited liability company and that Plaintiff is an assignee of Juniper Bank are denied since, after reasonable investigation, Defendant is without information or knowledge sufficient to form a belief as to the truth of said averments.

2. Admitted.

3. Paragraph 3 of the Complaint is admitted in part and denied in part. It is admitted that Defendant requested a credit account with Juniper Bank. It is denied that there is a balance due on said account as stated. In answer thereto, it is averred that there should be no balance due and in the event there is a balance due, Defendant did not incur authorize the charges. In further answer thereto, it is averred that Defendant has no record of any unpaid and outstanding charges on said account and strict proof thereof is demanded at time of trial.

4. Denied. In answer thereto, it is averred that the first page of Exhibit "A" appears to only be an account summary and contains no details of any charges on said account. The remaining pages of Exhibit "A" and the averment that the

account was assigned to Plaintiff for value is denied since, after reasonable investigation, Defendant is without information or knowledge sufficient to form a belief as to the truth of said averments. In further answer thereto, it is averred that none of "the documents of Defendant's account" are attached to the Complaint as exhibits.

WHEREFORE, Defendant demands judgment in her favor and against Plaintiff, with prejudice, together with reasonable costs.

**NEW MATTER**

5. Paragraphs 1 through 4 of Defendant's Answer are incorporated herein by reference.

6. Plaintiff's claim is barred by the applicable statute of limitations.

7. The rate of interest attempted to be charged by Plaintiff is usurious and any original agreement between Defendant and Juniper Bank constitutes a contract of adhesion and is unconscionable.

8. If any amount is actually due on said account, the same has been discharged and released since it was charged off and thereby forgiven by Juniper Bank.

WHEREFORE, Defendant demands Judgment in her favor and against Plaintiff, with prejudice, together with reasonable costs.

GATES & SEAMAN

BY: 

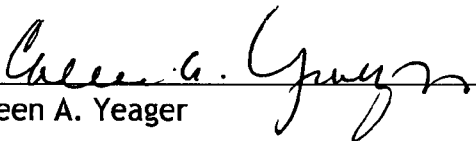
Laurance B. Seaman, Esquire  
Attorney for Defendant,  
Colleen A. Yeager

Two North Front St.  
P.O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

Date: May 8, 2007

**VERIFICATION**

The undersigned verifies that she is the Defendant named in the within action, and that the statements made in the foregoing document are true and correct to the best of her knowledge, information and belief. The undersigned understands that false statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Colleen A. Yeager

Date: May 7, 2007

Laurance B. Seaman, Esq.  
Attorney for Defendant,  
Colleen A. Yeager

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HARVEST CREDIT MANAGEMENT LLC,  
a limited liability company,  
assignee of Juniper Bank

Plaintiff(s),

v.

COLLEEN A YEAGER  
an individual

Defendant(s),

CIVIL DIVISION

No. 2007-419-CD

REPLY TO NEW MATTER

Code No. \_\_\_\_\_

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 00242

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

(412) 288-0300

%77084

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

FILED <sup>10 cc</sup>  
m/jt. 2007  
JUN 04 2007 (6P)

William A. Shaw  
Prothonotary/Clerk of Courts

%77084

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

HARVEST CREDIT MANAGEMENT LLC,  
a limited liability company,  
assignee of Juniper Bank

Plaintiff(s),

v.

COLLEEN A YEAGER  
an individual

Defendant(s),

No. 2007-419-CD

**REPLY TO NEW MATTER**

Plaintiff, by its undersigned counsel, files the following  
Reply to New Matter:

1. In response to the averments of paragraph 5 of the New Matter Plaintiff incorporates herein by reference the averments of the Complaint filed in this case.

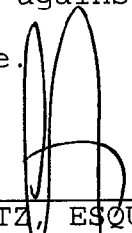
2. The averments of paragraph 6 of the New Matter constitute conclusions of law to which no response is required. Alternatively, said averments are specifically denied and to the contrary it is averred that the captioned action was filed timely within the applicable statute of limitations and all of the claims stated in the Complaint are fully enforceable against

Defendant.

3. The averments of paragraph 7 of the New Matter constitute conclusions of law to which no response is required. Alternatively, said averments are specifically denied and to the contrary it is averred that the rate of interest applicable and charged to Defendant's account is the rate authorized by the applicable law and the contract between the parties, and the same is fully chargeable to Defendant.

4. The averments of paragraph 8 of the New Matter constitute conclusions of law to which no response is required. Alternatively, said averments are specifically denied and to the contrary it is averred that the balance due on Defendant's account is open and due from Defendant. The balance was never paid or forgiven.

WHEREFORE, Plaintiff demands judgment against Defendant as demanded in the Complaint filed in this case.



---

LOUIS B. SWARTZ, ESQUIRE  
ATTORNEY FOR PLAINTIFF  
SWARTZ, LOVEJOY & ASSOCIATES  
16TH FLOOR, LAW & FINANCE BLDG.  
PITTSBURGH, PA 15219  
412/288-0300

:77084

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISIONHARVEST CREDIT MANAGEMENT LLC,  
a limited liability company,  
assignee of Juniper Bank

Plaintiff(s),

No. 2007-419-CD

v.

COLLEEN A YEAGER  
an individual

Defendant(s),

VERIFICATION

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

Date

5.25.07

VRI1COM.PLE



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

HARVEST CREDIT MANAGEMENT LLC,  
a limited liability company,  
assignee of Juniper Bank

Plaintiff(s),

v.

COLLEEN A YEAGER  
an individual

Defendant(s),

No. 2007-419-CD

CERTIFICATE OF SERVICE

I certify that I served a true and correct copy of the  
foregoing pleading by ordinary first class mail, postage paid,  
to the following person(s) on the date indicated below:

Laurance B. Seaman, Esquire  
Two North Front Street  
PO Box 846  
Clearfield, PA 16830

Date mailed: June 1, 2007



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102577  
NO: 07-419-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: HARVEST CREDIT MANAGEMENT, LLC  
vs.  
DEFENDANT: COLLEEN A. YEAGER

FILED  
07/13/07  
JUL 13 2007

William A. Shaw  
Prothonotary/Clerk of Courts

SHERIFF RETURN

NOW, March 23, 2007 AT 3:25 PM SERVED THE WITHIN COMPLAINT ON COLLEEN A. YEAGER DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO COLLEEN YEAGER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SWARTZ	36865	10.00
SHERIFF HAWKINS	SWARTZ	36855	20.00

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,

  
Chester A. Hawkins  
Sheriff

WA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HARVEST CREDIT MANAGEMENT LLC,  
a limited liability company,  
assignee of Juniper Bank

Plaintiff(s),

v.

COLLEEN A YEAGER  
an individual

Defendant(s),

CIVIL DIVISION

No. 2007-419-CD

FILED ICC Atty  
m/11: 50m Swartz  
JUL 23 2007  
(initials)

William A. Shaw  
Prothonotary/Clerk of Courts

PETITION TO AMEND CAPTION

Code No. \_\_\_\_\_

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 00242

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

(412) 288-0300  
>77084

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

HARVEST CREDIT MANAGEMENT LLC, |  
a limited liability company, |  
assignee of Juniper Bank |

Plaintiff(s), |

v. |

COLLEEN A YEAGER  
an individual |

Defendant(s), |

No. 2007-419-CD

**PETITION TO AMEND CAPTION**

TO: THE HONORABLE, THE JUDGES OF SAID COURT

The Petition of Harvest Credit Management VII, LLC, the Plaintiff in the captioned proceedings respectfully represents that:

1. On March 19, 2007 Plaintiff commenced this action by filing a complaint stating a claim in the amount of \$5862.76.
2. The Complaint was not served.
3. Plaintiff's exact legal name and identity is Harvest Credit Management VII, LLC, a limited liability company, assignee of Juniper Bank.
4. Plaintiff therefore desires to Amend the Caption to state its exact legal name and identity.

WHEREFORE, Plaintiff requests this Honorable Court to enter its Order, Judgment or Decree amending the caption in this case accordingly and granting such other relief that is appropriate.

\_\_\_\_\_  
LOUIS B. SWARTZ, ESQUIRE  
ATTORNEY FOR PLAINTIFF

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

HARVEST CREDIT MANAGEMENT LLC,  
a limited liability company,  
assignee of Juniper Bank

Plaintiff(s),

v.

COLLEEN A YEAGER  
an individual

Defendant(s),

No. 2007-419-CD

**VERIFICATION**

The undersigned, Louis B. Swartz, avers  
that the statements of fact contained in the attached  
Petition to Amend Caption are true and correct to the best of my  
information, knowledge and belief, and are made subject  
to the penalties of 18 Pa. Cons. Stat. Ann. Section 4904  
relating to unsworn falsification to authorities.

This verification is made by counsel because  
Plaintiff's verification cannot be obtained in the time  
allowed for filing the pleading. The source of counsel's  
information is David Ravin.

Date

7/18/07



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

HARVEST CREDIT MANAGEMENT LLC,  
a limited liability company,  
assignee of Juniper Bank

Plaintiff(s),

v.

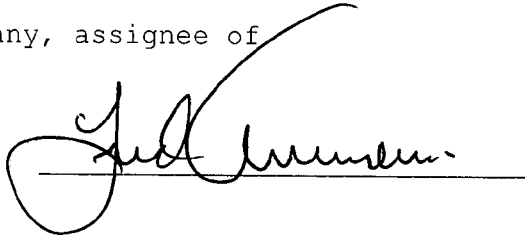
COLLEEN A YEAGER  
an individual

Defendant(s),

No. 2007-419-CD

ORDER

AND NOW, this 27 day of July, 2007,  
after notice to Defendant and due consideration of Plaintiff's  
Petition to Amend Caption, it is hereby ORDERED, ADJUDGED AND  
DECREED that the caption in this case be and is hereby  
amended to name Plaintiff as HARVEST CREDIT MANAGEMENT VII,  
LLC, a limited liability company, assignee of  
Juniper Bank.



AMCAORHA.PLE

FILED <sup>ICC</sup>  
01/03/2007  
JUL 30 2007  
Atty Swartz  
EK

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HARVEST CREDIT MANAGEMENT VII,  
LLC, a limited liability  
company, assignee of Juniper  
Bank

Plaintiff(s)

v.

COLLEEN A YEAGER, an individual

Defendant(s)

CIVIL DIVISION

No. 2007-419-CD

**FILED** cert of  
m/11:30 am discussed  
NOV 26 2007 to Atty,  
William A. Shaw  
Prothonotary/Clerk of Courts

PRAECIPE TO SETTLE AND  
DISCONTINUE

Code No. \_\_\_\_\_

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 00242

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

(412) 288-0300  
;77084

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

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

HARVEST CREDIT MANAGEMENT VII, |  
LLC, a limited liability |  
company, assignee of Juniper |  
Bank |

Plaintiff(s) | No. 2007-419-CD

v. |

COLLEEN A YEAGER, an individual |

Defendant(s) |

**PRAECIPE TO SETTLE AND DISCONTINUE**

TO THE PROTHONOTARY:

Mark the above-captioned case "settled and discontinued."

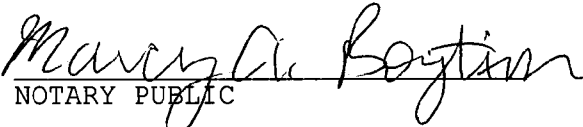
  
\_\_\_\_\_  
LOUIS B. SWARTZ, ESQUIRE  
Attorney for Plaintiff

ACKNOWLEDGMENT

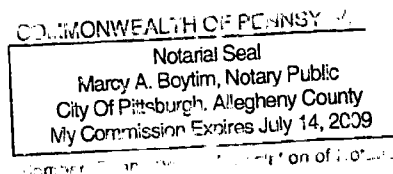
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

Before me, the undersigned authority, personally appeared  
LOUIS B. SWARTZ who acknowledged that he executed the foregoing  
Praecipe for the purposes stated therein.

Date 11/23/07

  
\_\_\_\_\_  
NOTARY PUBLIC

SETTDISC.PLE





IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Harvest Credit Management VII, LLC  
Juniper Bank

Vs.  
Colleen A. Yeager

No. 2007-00419-CD

CERTIFICATE OF DISCONTINUATION

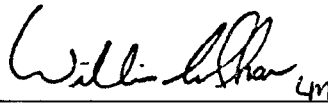
Commonwealth of PA  
County of Clearfield

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 26, 2007, marked:

Settled and discontinued

Record costs in the sum of \$85.00 have been paid in full by Louis B. Swartz Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 26th day of November A.D. 2007.



William A. Shaw, Prothonotary