

07-419-CD

Harvest Credit vs Colleen Yeager

Harvest Credit et al vs Colleen Yeager
2007-419-C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HARVEST CREDIT MANAGEMENT LLC, a limited liability company, assignee of Juniper Bank	CIVIL DIVISION
Plaintiff(s),	No. 2007-419-CD
v.	
COLLEEN A YEAGER an individual	
Defendant(s),	
	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
MAY 1 31 2007
MAR 19 2007
SAC*
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),

No. 2007

v.

COLLEEN A YEAGER
an individual

Defendant(s),

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

77084

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

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 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 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

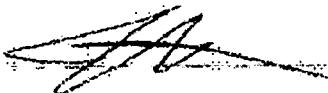
This Bill of Sale is executed without recourse except as stated in the Credit card account Optional Purchase agreement. No other representation of or warranty of title or enforceability is expressed or implied.

SELLER:

By:

Title:

Juniper Bank



Date: 6/29/06

Michael G. O'Brien

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 11.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 accts
Balances	\$4,377,453.99
Premium	

Due Seller _____

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: 

Date: 5/30/06

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 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:

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:

Bv.

Title:

Univ. of OR

Date: 4/26/06

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. | No. 2007

COLLEEN A YEAGER
an individual

Defendant(s), |

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. : No. 2007-419-CD
COLLEEN A. YEAGER, an individual, :
Defendant : Type of Case: Civil
: Type of Pleading:
: Praeclipe 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
MAY 08 2007
2007-419-CD
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. : No. 2007-419-CD
: :
COLLEEN A. YEAGER, an individual, :
Defendant :
:

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. : No. 2007-419-CD
COLLEEN A. YEAGER, an individual, :
Defendant :
:

CERTIFICATE OF SERVICE

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

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

GATES & SEAMAN

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 : 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
MAY 08 2007
cc
WAS

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
16th 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.

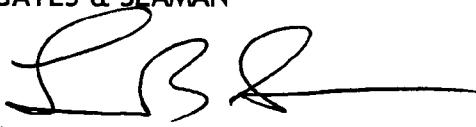
6. Plaintiff's claim is barred by the applicable statute of limitations.

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

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 :
:

CERTIFICATE OF SERVICE

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

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

GATES & SEAMAN

By: LBS

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 NOCC
MAY 11 2007
JUN 04 2007 (6)

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.

No. 2007-419-CD

COLLEEN A YEAGER
an individual

Defendant(s),

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.

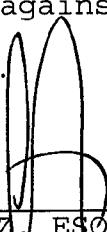
2. The averments of paragraph 6 of the New Matter constitute conclusions of law to which no response is required. Alternatively, said averments are specifically denied and to the contrary it is averred that the captioned action was filed timely within the applicable statute of limitations and all of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

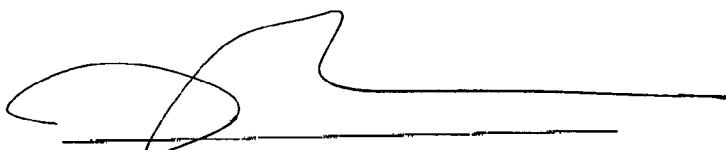
VERIFICATION

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

VERIFCOM.PLE



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),

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

07-13-2007
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

So Answers,

____ Day of _____ 2007

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

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

COLLEEN A YEAGER |
an individual |

FILED ICC Atty,
M/11/50cm Swartz
JUL 23 2007
JW

William A. Shaw
Prothonotary/Clerk of Courts

Defendant(s), |

| 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

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),

No. 2007-419-CD

v.

COLLEEN A YEAGER
an individual

Defendant(s),

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),

|
No. 2007-419-CD

v.

COLLEEN A YEAGER
an individual

Defendant(s),

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.

VERIFYAT. PLE

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. | No. 2007-419-CD

COLLEEN A YEAGER
an individual

Defendant(s), |

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
DECREEED 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.

John M. Shaw

AMCAORHA.PLE

FILED ^{1CC}
O/9/31/07 Atty. Sartz
JUL 30 2007
(6K)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff(s) No. 2007-419-CD

v.

COLLEEN A YEAGER, an individual

Defendant(s)

FILED *Cert of
m/11/30cm 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

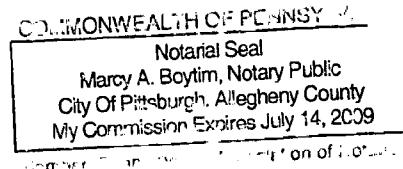
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

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

Marcy A. Boytim
NOTARY PUBLIC

SETTDISC.PLE



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPIED

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