

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

FILED

MAR 22 2007

William A. Shaw
Prothonotary/Clerk of Courts

No. 2007-443-CD

Type of Case: Contract/Arbitration

Type of Pleading: Complaint

Filed on behalf of:

CSGA, LLC

(Plaintiff)

CSGA, LLC

Plaintiff

475 Market Street

Elmwood Park, NJ 07047

vs.

Evelyn A. Couteret

Defendant

1556 Cataract Road

Pottersdale, PA 16871

Counsel of Record for this Party:

Jordan W. Felzer, Esquire

Supreme Court ID No. 38670

Bronson & Migliaccio, LLP

Three Neshaminy Interplex

Suite 301

Trevose, PA 19053

(800) 834-4066

(Signature)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSGA, LLC
475 Market Street
Elmwood Park, NJ 07047

Plaintiff

v.

Evelyn A Couteret
1556 Cataract Rd.
Pottersdale, PA 16871

Defendant

: CIVIL ACTION - LAW

:

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: NO.

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NOTICE TO DEFEND

YOU have been sued in Court. If you wish to defend against the claim 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 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 other claim or relief requested by the Plaintiff. You may lose money or property rights important to you.

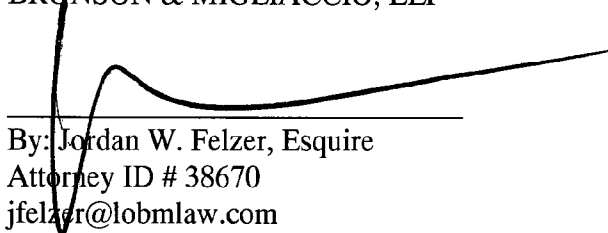
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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.

COURT ADMINISTRATOR

Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 x.50-51

BRONSON & MIGLIACCIO, LLP



By: Jordan W. Felzer, Esquire
Attorney ID # 38670
jfelzer@lobmlaw.com
Three Neshaminy Interplex, Suite 301
Trevose, PA 19053
Telephone (800) 834-4066

CIVIL ACTION - COMPLAINT

Plaintiff, CSGA, LLC, as Assignee of HOUSEHOLD CARD SERVICES, by and through its attorneys, Bronson and Migliaccio, LLP, represents as follows:

1. Plaintiff, CSGA, LLC, is a limited liability company organized and existing under the laws of the State of New York with a principal place of business at 475 Market Street, Elmwood Park, New Jersey 07047.

2. Defendant, Evelyn A Couteret, is an adult individual residing at 1556 Cataract Rd., Pottersdale, Pennsylvania 16871.

3. Plaintiff, CSGA, LLC, purchased certain accounts from HOUSEHOLD CARD SERVICES, along with all rights pertaining thereto, and is the lawful successor-in-interest on those certain accounts, including an account belonging to the Defendant as more specifically described below.

COUNT I – BREACH OF CONTRACT CSGA, LLC v. Evelyn A Couteret

4. Defendant entered into an agreement for an extension of credit with HOUSEHOLD CARD SERVICES under a revolving charge account issued in the name of the Defendant bearing account number 5437030703488139, whereby Defendant would from time to time be advanced credit for purchases or expenditures in exchange for the promise to repay funds so utilized at an agreed upon rate of interest.

5. There is a principal balance due and owing on the account in the amount of **\$13,356.07** plus accrued interest. A statement of account is attached hereto and marked as Exhibit "A" and is incorporated herein by reference.

6. Plaintiff has made demand upon the Defendant for payment. More specifically, a written demand was made at least thirty (30) days prior to the filing of this Complaint.

7. Defendant is in breach of the terms of the agreement for the extension of credit and has neglected and refused to pay the outstanding balance. No recent payments have been received on the account.

WHEREFORE, Plaintiff CSGA, LLC respectfully requests judgment against the Defendant, Evelyn A Couteret, in an amount not exceeding the limits for mandatory arbitration, as follows:

- a. The principal sum of \$13,356.07, plus;
- b. Interest accrued in the amount of \$6,652.51;
- c. Costs and interest at the legal rate; or
- d. For such other and further relief as this Court deems just and proper.


COUNT II – UNJUST ENRICHMENT
CSGA, LLC v. Evelyn A Couteret

8. Plaintiff hereby incorporates paragraphs one through seven above as though more fully set forth at length hereinafter.

9. The principal balance of \$13,356.07 represents the reasonable value of goods and services, the benefit of which is inured to the Defendant at the expense of HOUSEHOLD CARD SERVICES, creating an equitable claim which Plaintiff now holds as successor in interest.

WHEREFORE, Plaintiff CSCA, LLC respectfully requests judgment against the Defendant, Evelyn A Couteret, in an amount not exceeding the limits for mandatory arbitration, as follows:

- a. The principal sum of \$13,356.07, plus;
- b. An amount of interest on the principal balance equal to the legal rate and running from the date the account was closed by the Original Creditor until present, representing the time-value of money on the credit extension utilized by the Defendant.
- c. Costs and interest at the legal rate going forward from today; or
- d. For such other and further relief as this Court deems just and proper.



BRONSON & MIGLIACCIO, LLP
Attorneys for Plaintiff
By: Jordan W. Felzer, Esq., ID# 38670
jfelzer@lobmlaw.com
Three Neshaminy Interplex
Suite 301
Trevose, PA 19053
(800) 834-4056

ACCOUNT INFORMATION REPORT

ACCOUNT#: 13486143060415357

FINANCIAL

Forwarder: CSGA, LLC
Acct#: 5437030703488139

Placement
04/13/2006 \$13,356.07

Original Creditor: HOUSEHOLD CARD SERVICES
Debt Type: CC

Last Payment
\$0.00

Principal	\$13,356.07
Interest	\$6,652.51
Attorney	\$0.00
Court	\$0.00
Misc	\$0.00

STATUS: PRE-LEGAL

WIP# Days Left
0 0

Assigned to: LPAMCCOLLUM

BALANCE \$20,008.58

Personal Information

Debtor 1	First	MI	Last Name
	EVELYNA		COUTERET
Address	1556 CATARACT RD.		
City	POTTERSDALE	ST PA	Zip 16871-0022
Country	USA	Province	
Work Tel		Home Tel	(814)263-4526
Ext		Fax	
SS#	[REDACTED]	Driver's License #	
DOB		State	
Spouse			

Bank and Asset

There is no bank information on this account.

Debt

Service Provided CREDIT CARD

<u>Placement Breakdown</u>		Debt Type	Credit Cards
Principal	\$13,356.07		
Awarded Int	\$3,991.64		
Attorney Fees			
Court Costs		Last Payment Date	08/05/2004
Misc Costs		Last Payment Amount	\$100.00
Accrued Int		Last Charge Date	
Total Placement	\$13,356.07	Last Charge Amount	

<u>Original Loan Terms</u>		Original Loan Amount
Contract Date		Amount of Payments
Number of Payments		Serial/Vin Number
Interest Rate %	24.99	
Collateral		

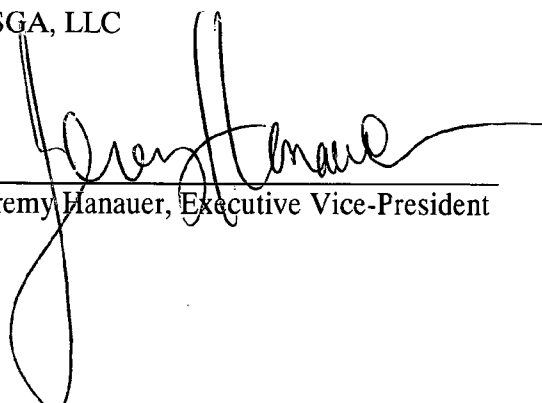
Exhibit "A"

VERIFICATION

I, **Jeremy Hanauer**, in my capacity as a Corporate Officer of CSGA, L.L.C., verify that the averments of fact contained in the foregoing ***Complaint*** are true and correct to the best of my knowledge information and belief. This statement is made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: 3-20-07

CSGA, LLC



Jeremy Hanauer, Executive Vice-President

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSGA, LLC,

Plaintiff

CIVIL DIVISION

vs.

No. 07 - 443 - CD

EVELYN A. COUTERET,

Defendant

**DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S
COMPLAINT**

Filed on Behalf of:

Defendant, EVELYN A. COUTERET

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED

APR 12 2007

William A. Shaw
Prothonotary/Clerk of Courts

4cc
Amy Colavecchi

@

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

CSGA, LLC, :
Plaintiff : No. 07 - 443 - CD
vs. :
EVELYN A. COUTERET, :
Defendant :

*DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S COMPLAINT*

NOW COMES, Evelyn A. Couteret, who, through her attorney, Joseph Colavecchi, Esquire, files Preliminary Objections to the Complaint in the above-captioned matter and respectfully avers as follows:

1. Plaintiff filed a Complaint on or about March 22, 2007, which was served on Defendant on or about the first week of April 2007.

2. Plaintiff alleges that Defendant purchased certain accounts from Household Card Services and that Defendant entered into an agreement for extension of credit with Household Card Services.

3. Plaintiff further alleges that there is a principal balance due and owing on the account in the amount of \$13,356.07, plus accrued interest.

4. Plaintiff failed to attach a copy of the alleged credit card agreement between Plaintiff and Defendant.


5. Plaintiff fails to state what, if any, charges were made for interest, late fees, and other various items which may have been imposed by Plaintiff and the legal authority for such charges.

6. Plaintiff alleges Exhibit "A" as a true and correct copy of the statement of account. Said Exhibit "A" gives very little detail and appears to be a printout of Defendant's name, address and information about her. There are no dates on said statement to identify the charges.

7. There are no details from the beginning of the alleged agreement to the date of the Complaint setting out in detail the charges on said card and payments made on it and how the balance claimed to be owed was arrived at by Plaintiff.

8. Plaintiff's Complaint is insufficient on its face and should be dismissed because Plaintiff failed to produce an original copy of the agreement, a detailed monthly statement of the account setting out the purchases and costs incurred so that Defendant is able to calculate the details leading to the conclusions set forth by the Plaintiff so that Defendant would be in a position to enter into a proper defense of the claim.

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



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant

BRONSON & MIGLIACCIO, LLP

By: Jordan W. Felzer, Esquire

Identification No. 38670

3 Neshaminy Interplex, Suite 301

Trevose, PA 19053

(215) 244-8105

jfelzer@lobmlaw.com

Attorney for Plaintiff

CSGA, LLC

vs.

EVELYN A. COUTERET

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL DIVISION

NO. 07-443-CD

ORDER

AND NOW this _____ day of _____, 2007, upon consideration of Defendant's Preliminary Objections and Plaintiff's Response filed thereto, it is hereby **ORDERED** and **DECREED** that the Preliminary Objections of the Defendant are **DISMISSED**, and that the Defendant shall file its responsive pleading to the Complaint within twenty (20) days of the date of this ORDER.

BY THE COURT:

J.

CR

FILED

APR 30 2007

m/12:10/07

William A. Shaw
Prothonotary/Clerk of Courts
NO Clerk Copy

BRONSON & MIGLIACCIO, LLP
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(215) 244-8105
jfelzer@lobmlaw.com

Attorney for Plaintiff

CSGA, LLC	:	CLEARFIELD COUNTY
	:	COURT OF COMMON PLEAS
	:	CIVIL DIVISION
vs.	:	
	:	
EVELYN A. COUTERET	:	NO. NO. 07-443-CD

**PLAINTIFF'S RESPONSE TO DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S COMPLAINT**

Plaintiff CSGA, LLC, as Assignee of Household Card Services, by and through its attorneys, Bronson and Migliaccio, LLP, hereby files this response to Preliminary Objections of Defendant.

A. Defendant's' Motion to Dismiss Plaintiff's Complaint for Failure to Comply with Pennsylvania Rule of Civil Procedure 1028 Should Be Denied.

1. Admitted.
2. Admitted.
3. Admitted.
4. Denied as stated. The failure to attach more detailed documentation supporting the allegations set forth in the Complaint is not a basis for objecting to the Complaint. Pa.R.C.P 1019, Contents of Pleadings, contemplate that if the civil action is based upon an agreement that the

agreement, if available, should be attached. There is no separate requirement to anticipate discovery requests and attach additional documentation to a claim. The nature of this action is one of contracts: the offer made by the issuance of a credit card in the Defendant's name subject to the accompanying Cardholder Agreement; the acceptance is the use of the card. Both have been plead with specificity in the Complaint, and upon notice of Defense Counsel's request for supporting documentation, additional information and paperwork is being gathered for the Defendant to review.

5. Denied as stated. Plaintiff has averred in the Complaint the conduct of Defendant as specific facts that are presently known to Plaintiff which Plaintiff believes support such averments. By way of further answer, a copy of the Cardholder Agreement is attached as Exhibit "A".

6. Denied as stated. A copy of Plaintiff's Complaint (hereinafter, "Complaint") is attached hereto as Exhibit "B" and speaks for itself with respect to Plaintiff's allegations concerning the Defendant's conduct.

7. Denied as stated. The failure to attach more detailed documentation supporting the allegations set forth in the Complaint is not a basis for objecting to the Complaint. Pa.R.C.P 1019, Contents of Pleadings, contemplate that if the civil action is based upon an agreement that the agreement, if available, should be attached. There is no separate requirement to anticipate discovery requests and attach additional documentation to a claim. The nature of this action is one of contracts: the offer made by the issuance of a credit card in the Defendant's name subject to the accompanying Cardholder Agreement; the acceptance is the use of the card. Both have been plead with specificity in the Complaint, and upon notice of Defense Counsel's request for supporting documentation, additional information and paperwork is being gathered for the Defendant to review.

8. Denied as stated. This averment is a conclusion of law to which no response is required and the same is, therefore, denied. By way of further answer, a copy of the Cardholder Agreement is attached hereto.

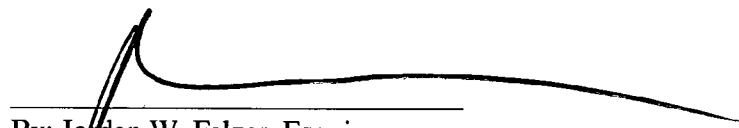
WHEREFORE, Plaintiff respectfully requests that this Honorable Court **deny** Defendant's request to dismiss Plaintiff's Complaint for failure to comply with Pennsylvania Rule of Civil Procedure 1028.

B. Plaintiff Must be Permitted, in the Event that this Honorable Court Finds Cause to Grant Defendant's Preliminary Objections, to Amend the Complaint.

Pennsylvania Rule of Civil Procedure 1033 provides that a party may amend his pleading at any time. The right to amend pleadings is to be liberally construed. Therefore, Plaintiff must, in the event that this Honorable Court decides to grant any of the Defendant's preliminary objections seeking to strike particular averments of Plaintiff's Complaint, be given leave of court to amend their Complaint, thereby rendering Defendants' Preliminary Objections moot.

WHEREFORE, Plaintiff, CSGA, LLC, respectfully request that this Honorable Court, in the event that it is inclined to grant any or all of the Defendant's Preliminary Objections, allow Plaintiff sufficient time in which to file an amended complaint.

BRONSON & MIGLIACCIO, LLP



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Trevose, PA 19053
(215) 244-8105 telephone, (215) 244-8113 fax

BRONSON & MIGLIACCIO, LLP

By: Jordan W. Felzer, Esquire

Identification No. 38670

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jfelzer@lobmlaw.com

Attorney for Plaintiff

CSGA, LLC

vs.

EVELYN A. COUTERET

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL DIVISION

NO. NO. 07-443-CD

CERTIFICATE OF SERVICE

I do hereby certify that service of a true and correct copy of Plaintiff's Response to Defendant's Preliminary Objections was forwarded this date to the following by first class United States mail, postage prepaid:

Joseph Colavecchi, Esquire
221 East Market Street
PO Box 131
Clearfield, PA 16830
Attorney for Defendant, EVELYN A. COUTERET

BRONSON & MIGLIACCIO, LLP

Date: 4-25-07

By: Jordan W. Felzer, Esquire

Attorney ID # 38670

jfelzer@lobmlaw.com

Three Neshaminy Interplex, Suite 301

Trevese, PA 19053


(215) 244-8105 telephone, (215) 244-8113 fax

VERIFICATION

I, Jordan W. Felzer, Esquire, hereby state that I am attorney for Plaintiff in this action and am authorized to make this Verification on their behalf, and verify that the statements made in the foregoing pleading are true and correct. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

BRONSON & MIGLIACCIO, LLP

Date: 4-25-07



By: Jordan W. Felzer, Esquire
Attorney ID # 38670
jfelzer@lobmlaw.com
Three Neshaminy Interplex, Suite 301
Trevose, PA 19053
(215) 244-8105 telephone, (215) 244-8113 fax

Household Bank

CARDMEMBER AGREEMENT AND DISCLOSURE STATEMENT

GENERIC AG1119F

Please keep this with your important papers.

AGREEMENT TO TERMS-USE OF ACCOUNT-DEFINITION OF PARTIES

In this Cardmember Agreement and Disclosure Statement and the enclosed sheet entitled "Important Information Regarding Your Account" (collectively, the "Agreement") and in your monthly statements, the words "you" and "your" refer to all persons named on the credit card application, Account, credit card or acceptance certificate, the word "Card" means a single credit card or two or more credit cards we have issued to you under this Agreement, the words "we", "us", and "our" refer to Household Bank (Nevada), N.A., Las Vegas, Nevada and the word "Account" means the open end line of credit we have established for you and which can be accessed by your Card or other means approved by us. You may not use your credit card checks to make payments to us or any of our affiliates.

This Agreement (and any amendments) covers your Account with us, and you and we will be bound by it from the time you receive your Card or Agreement. You agree to use this Account only for personal, family, household or charitable purposes. You may cancel this Account before using it without paying any fees. If your Account is a Joint Account, you and your joint Accountholder each promise to pay and are jointly and individually responsible for all amounts due under this Agreement regardless of any divorce or other legal proceedings or any agreement that may effect liability between you. If any of you gives us notice disclaiming liability for amounts owed under this Agreement, we may close the Account. In that event, you may continue to pay the outstanding balance under the terms of this Agreement. However, you will not be able to make any new charges on the Account.

PROMISE TO PAY

You promise to pay according to the terms that we require or request for: (a) credit extended by us to you or to anyone whom you permit to use this Account; (b) Finance Charges, late charges, and other administrative charges (e.g., returned check charge, overlimit fee and research charge), provided in this Agreement; (c) collection costs; and attorneys' fees as permitted by applicable law; and (d) credit in excess of your credit limit that we may extend to you. We can accept late or partial payments or checks or money orders marked "Payment in Full" or otherwise restrictively endorsed without waiving our right to immediate payment in full or losing any of our rights under this Agreement.

MAXIMUM CREDIT LIMIT

You will not exceed the credit limit that we set for you. You may obtain credit by any means approved by us until the total unpaid balance of your Account reaches your credit limit. At our discretion, we may limit the amount of any type of transaction on your Account, including Cash Advances. You agree that any transaction limitations may change at any time without notice to you as long as the limit is applied to all or a substantial portion of our accounts. You agree not to allow your total unpaid balance, including Finance Charges and other charges, to exceed your credit limit established by us from time to time. We are not required to make Cash Advances (including accepting credit card checks or Automated Teller Machine ("ATM") transactions), or extend credit for purchases at your request if you have exceeded your credit

EXHIBIT "A"

STATEMENTS

We will send you a statement covering each billing cycle in which you have a balance in excess of \$1 showing (as of the billing cycle): (a) payments, credits, purchases, Cash Advances, Finance Charges, and all other charges made to your Account; (b) the minimum payment you must make (called the "Minimum Payment") and the date it is requested; and (c) your available credit.

PAYMENT

Each month you must pay us at least the Minimum Payment reflected on your statement. We must receive the Minimum Payment within 25 days after the close of the billing cycle (called the "Payment Due Date"). If you wish, you may pay more than the Minimum Payment and at any time you may pay the entire amount owed (called "New Balance").

For billing cycles beginning on or after May 1, 1999, the Minimum Payment each month will be equal to the greater of:

- (a) (i) 2.5% of the New Balance or \$15, whichever is greater (or the amount of the New Balance if less than \$15), plus
- (ii) any past due amounts appearing on your statement; or
- (b) the amount by which the New Balance exceeds your credit limit.

All payments by mail must be made by check or money order. You agree that any payment you make may be returned to you without applying it to your Account and without presentment or protest, for any reason, including if the check or money order is: (1) not drawn on the U.S. Post Office or a financial institution located in the United States; (2) missing a signature; (3) drawn with different numeric and written amounts; (4) restrictively endorsed; (5) postdated; (6) not payable to Household Credit Services, Inc. or Household Bank (Nerada, N.A.); (7) not drawn in U.S. dollars on funds on deposit in the U.S.; (8) not paid upon presentment; or (9) drawn on a credit card access or other check issued by Household Bank or its affiliates. You agree to pay any bank or financial institution collection fees we incur for any check payments made in U.S. dollars drawn on a financial institution not located in the United States. All payments under this Agreement must be received at the address specified on your billing statement. Disputed payments, including those marked "Payment in Full" or otherwise restrictively endorsed must be mailed to the Customer Service address shown on your monthly statement.

FINANCE CHARGES

Finance Charges are the total of (a) periodic Finance Charges and (b) Cash Advance Fee Finance Charges.

- (a) **Periodic Finance Charges.** These are computed by multiplying the "Daily Periodic Rate" by the Average Daily Balance of your Account and then multiplying the result by the number of days in the billing cycle. For billing cycles beginning on or after June 1, 1999, to get the "Daily Balance", we take the beginning debit balance of your Account each day, add any new purchases and/or Cash Advances (whether in cash, by credit card check, by ATM or otherwise), any previous day's periodic Finance Charges, the Annual Fee (if applicable), Cash Advance fees, any late charges, any overlimit fees and other administrative charges (including credit life insurance) on your Account, and subtract any payments and/or credits applied to your Account. If a debit transaction posts after the beginning of your billing cycle, but the transaction occurred prior to the beginning of your billing cycle, the daily balance will be adjusted to include the transaction amount and any previous day's periodic Finance Charges, for each day the transaction was outstanding prior to the beginning of the current billing cycle. Then we add all the Daily Balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance.

The Daily Periodic Rate used to determine your periodic Finance Charge will be a variable rate which may change.

The Spread, Annual Percentage Rate, Daily Periodic Rate and minimum rate of Finance Charge for the Customary APR are shown on the enclosed sheet entitled "Important Information Regarding Your Account."

The Daily Periodic Rate for the Customary APR will be based on 1/365th of the sum of the highest Prime Rate published in *The Wall*

Street Journal on the fourth Thursday of the month preceding the month in which the billing period begins ("Index") plus the Spread. If *The Wall Street Journal* or the Prime Rate is not published on the fourth Thursday, the rate will be determined on the next day the Prime Rate is published in *The Wall Street Journal*. The new Daily Periodic Rate is applicable to the billing cycle that begins on or after the first day of the next succeeding month.

If your Minimum Payment is made after the Payment Due Date, if your payment is returned unsatisfied for any reason, you will no longer be eligible for any special reduced promotional Annual Percentage Rate you may have and your entire balance will be changed to the Customary APR.

You qualify for the Customary APR as long as your Minimum Payment is received and posted to your Account within 55 days of the Payment Due Date. If your Minimum Payment is 55 or more days late, your Account will no longer be eligible for the Customary APR and your entire balance will change to the Default APR. If at any time the Customary APR exceeds the Default APR, then the Customary APR will apply to the balance of your Account. Your Account may be reconsidered for a lower rate after you re-establish and maintain your Account in good standing for six consecutive months.

For billing cycles beginning on or after May 1, 1999, the Daily Periodic Rate for the Default APR will be based on 1/365th of the sum of Index plus 20.24% ("Spread") and is applicable to the billing cycle that begins on or after the first day of the next succeeding month. For example, for billing cycles beginning December 1, 1999, the Finance Charge for the Default APR would have been Daily Periodic Rate of .07668% (corresponding to a 27.89% ANNUAL PERCENTAGE RATE). The minimum rate of FINANCE CHARGE for the Default APR will be a Daily Periodic Rate of .07668% (corresponding to 27.89% ANNUAL PERCENTAGE RATE). An increase in the Prime Rate will increase your applicable Daily Periodic Rate for Customary and Default APRs, which may increase the Finance Charge and the Minimum Payment due on your Account.

For billing cycles beginning on or after May 1, 1999, periodic Finance Charges on purchases begin to accrue on the date of purchase transaction (including administrative fees and billed unpaid Finance Charges) except that no periodic Finance Charges will be incurred on new credit card purchases if the New Balance every statement is paid in full within 25 days after the close of the billing cycle (called your "Grace Period"). If the New Balance is paid in full for any cycle after having been paid in full or having a zero balance for the previous cycle, periodic Finance Charges will be incurred on new credit card purchases computed on the balance from the transaction date. For any billing cycle beginning following one for which there was a New Balance that was not paid in full within 25 days following the close of the previous billing cycle, periodic Finance Charges will be incurred on credit card purchases from the date of the transaction and on previously billed but unpaid purchases from the beginning of the current cycle.

Cash Advances include all advances made by cash advance at the counter, through an ATM, by check or other "cash" transactions which will be determined by us. Periodic Finance Charges on Cash Advances, including advances and purchases made by credit card check, will accrue from the date of the Advance transaction until the Cash Advance is paid in full. Periodic Finance Charges on Cash Advances which accrue after statement date will appear on the next statement.

If periodic Finance Charges are to be assessed, all transactions posted will have periodic Finance Charges initially calculated the Daily Periodic Rate in effect on the posting date.

A change in your mailing address may result in a change to billing cycle.

- (b) **Cash Advance Fee Finance Charges.** A Finance Charge is computed on the amount of each Cash Advance as of the date transaction. The Cash Advance Fee FINANCE CHARGE for Cash Advances, including Cash Advances made by credit card check, is 4% of the Cash Advance, with a minimum FINANCE CHARGE of \$5. Any Cash Advance Fee Finance Charge may increase the Annual Percentage Rate.

MINIMUM FINANCE CHARGE

There will be a Minimum **FINANCE CHARGE** of \$2 for each billing cycle in which a periodic Finance Charge is payable. Any Minimum Finance Charge may increase the actual Annual Percentage Rate.

ANNUAL FEE

The "Important Information Regarding Your Account" sheet indicates whether or not your Account is subject to an Annual Fee. If your Account has an Annual Fee, you agree to pay a non-refundable Annual Membership Fee for each year your Account is open in an amount to be set by us from time to time. You agree that the Annual Fee, if any, will be charged to your Account.

LATE CHARGE

If we do not receive the Minimum Payment within 25 days after the close of the billing cycle, you agree to pay a \$29 charge.

RETURNED CHECK CHARGE

You agree to pay \$25 each time your payment on your Account is returned unsatisfied by your bank or other financial institution. You agree that this fee may be added to your Account.

You agree to pay \$20 each time a credit card check is returned unsatisfied by us for any reason. This fee will be added to your Cash Advance balance.

OVERLIMIT FEE

You agree to pay a \$20 fee for each billing cycle you exceed your credit limit.

RESEARCH CHARGE

You agree to pay \$7 for each sales slip copy you request and \$5 for each statement copy you request.

APPLICATION OF PAYMENTS

Your payments will be allocated in a manner we determine in accordance with applicable law, and may charge from time to time.

CHANGE OF TERMS (including Finance Charges): SUBJECT TO APPLICABLE LAW, WE MAY CHANGE OR TERMINATE ANY TERM OF THIS AGREEMENT OR ADD NEW TERMS AT ANY TIME, INCLUDING WITHOUT LIMITATION ADDING OR INCREASING FEES, INCREASING YOUR MONTHLY MINIMUM PAYMENT AND INCREASING THE RATE OR AMOUNT OF FINANCE CHARGE, OR CHANGING THE METHOD OF COMPUTING THE BALANCE UPON WHICH FINANCE CHARGES ARE ASSESSED. PRIOR WRITTEN NOTICE WILL BE PROVIDED TO YOU WHEN REQUIRED BY APPLICABLE LAW. CHANGES MAY APPLY TO BOTH NEW AND OUTSTANDING BALANCES. WE MAY ASSIGN YOUR ACCOUNT TO OUR AFFILIATES OR TO SOME OTHER FINANCIAL INSTITUTION AT ANY TIME.

DEFAULT AND TERMINATION OF AGREEMENT

You will be in default under this Agreement upon: (a) your failure to make at least the Minimum Payment when due; (b) your violation of any other provision of this Agreement; (c) your death; (d) your becoming the subject of bankruptcy or insolvency proceedings; (e) your becoming the subject of attachment, foreclosure, repossession, lien, judgment or garnishment proceedings; (f) your failure to supply us with any information we reasonably deem necessary; (g) your supplying us with misleading, false, incomplete or incorrect information; (h) our receipt of information that you are unwilling or unable to perform the terms or conditions of this Agreement; (i) our receipt of information from third parties, including credit reporting agencies, which indicates a serious delinquency or charge-off with other creditor; (j) your default under any other loan or agreement you have with us or any of our affiliates; (k) your moving out of the U.S. or providing us with a non-U.S. mailing address; (l) your becoming incompetent; (m) your exceeding your credit limit; (n) your payment is returned unsatisfied by your bank or financial institution for any reason; or (o) any credit card check is returned unpaid by us. After your default, your Account balance will continue to accrue Finance Charges at the contract rate. Upon default, we have the right to terminate or suspend your credit privileges under this Agreement, to change the terms of your Account and this Agreement, to require you to pay your entire Account balance including all accrued but unpaid charges immediately, and to sue you for what you owe. You will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by

the law in the state in which you reside. Upon default, we will apply your payment first to attorneys' fees and then to principal and unpaid Finance Charges.

Some purchases will require identification. If our authorization system is not working, we may not be able to authorize a transaction even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for the refusal of any merchant to accept or honor your Card.

CARD RENEWAL

Cards are issued for a limited period of time. We may require you to renew your Card for any reason.

CARD CANCELLATION

We can terminate or reduce your credit limit at any time and for reason, subject to the requirements of applicable law. Balances outstanding under this Agreement when your credit limit is reduced or terminated will continue to accrue Finance Charges until paid in full and are subject to all the terms and conditions of this Agreement. You agree to return to us or destroy your Card(s) and any unused credit card checks, and we will not honor any credit card check written on your Account if we receive the check after your Account is cancelled.

CLOSING YOUR ACCOUNT

You can cancel or close your Account by writing to us at P.O. Box 81622, Salinas, CA 93912-1622. Your notice becomes effective five days after we receive it. If you cancel the Account, you immediately pay everything you owe us, including any amounts but not yet billed to you. If you do not pay us immediately, outstanding balances will continue to accrue finance and other charges as subject to the terms and conditions of this Agreement. You also agree to return your Card(s) and any unused credit card checks to us. We will not honor any credit card check written on your Account if we receive the check after your Account is closed.

LIABILITY FOR UNAUTHORIZED USE

You should retain copies of all charge slips until you receive a statement, at which time you should verify that the charges are correct and the amounts are correct. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use if you notify us of the loss, theft or possible unauthorized use of your credit card within 60 days of the date of the loss, theft or possible unauthorized use. Notification must be given by writing us immediately upon loss, theft or possible unauthorized use at P.O. Box 81622, Salinas, CA 93912-1622 or by calling us at the phone number listed on the back of your credit card. In any case, your liability for unauthorized use of your credit card will not exceed \$50. However, unauthorized use does not include use by a person to whom you have given the credit authority to use the Account, and you will be liable for all use by that person. To terminate this authority, you must retrieve the card from the previously authorized user and return it to us at the address mentioned above along with a letter explaining why you are doing so.

SECURITY

We are extending you an unsecured line of credit. We therefore have a security interest in the property you acquire with this Agreement. This security interest is described in the language in other loan agreements you may have with us.

LOST OR STOLEN CREDIT CARD CHECKS

You agree to notify us immediately if any credit card checks are lost or stolen. You may notify us by calling 1-800-395-4500.

CHANGE OF NAME, ADDRESS, TELEPHONE NUMBER OR EMPLOYER

You agree to give us prompt notice of any change in your name, address, telephone number or place of employment.

STOP PAYMENT

We will add a \$20 fee to the Cash Advance balance if payment of a credit card check is stopped at your request. You may stop payment on a credit card check by notifying us at P.O. Box 81622, Salinas, CA 93912-1622 or by calling the telephone number listed on the back of the billing statement. When

FOREIGN TRANSACTIONS

APPLICABLE LAW

ASSIGNMENT OF ACCIDENT

odjel za opću upravu

You agree that we may share credit information we obtain about you or your Account with persons related to us by common ownership or affiliated by corporate control. You may prohibit the sharing of credit information by writing to us at P.O. Box 81622, Salt Lake, UT 84181-0622 and including this name, address, social security number, signature and, if applicable, account number, for each person making the election. Your request will not apply to information relating to your transactions or experiences with us.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a credit reporting agency. If any specific information related to your Account or transactions or credit experience with us is inaccurate, you may notify and request us to correct the inaccurate information (after confirmation of the alleged error) by writing to us at P.O. Box 08700, Las Vegas, NV 89104.

We may choose to delay enforcing or waive any of our rights under this Agreement in certain situations. We can delay enforcing or waive any of our rights without affecting our other rights. If we waive a right, we do not thereby waive the same right in other situations.

Upon request you agree to promptly give us accurate financial and

Copy

December 1, 1998

2011

2011

payment is scheduled to occur.

We must acknowledge your letter of Jan. 30. Care, please, we have

1990年12月15日

100

1. **THE STATE OF TEXAS, County of _____, do hereby certify that _____, of the County of _____, State of _____, is the duly qualified and authorized agent of the _____, for the purpose of _____, and that the _____ is duly organized and qualified to do business in this State.**

[illegible]

Household Bank is a registered mark of Household International, Inc.
©1998 Household Credit Services, Inc.

AG1138 (12/08)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSGA, LLC
475 Market Street
Elmwood Park, NJ 07047

Plaintiff

v.

Evelyn A Couteret
1556 Cataract Rd.
Pottersdale, PA 16871

Defendant

: CIVIL ACTION - LAW
:
:
:
:
:
:
:
:
:
:

: NO. 2007-443-CD

NOTICE TO DEFEND

YOU have been sued in Court. If you wish to defend against the claim 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 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 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. 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.

COURT ADMINISTRATOR

Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 x.50-51

BRONSON & MIGLIACCIO, LLP

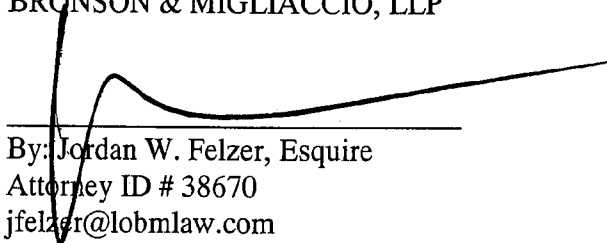
By:  Jordan W. Felzer, Esquire
Attorney ID # 38670
jfelzer@lobmlaw.com
Three Neshaminy Interplex, Suite 301
Trevose, PA 19053
Telephone (800) 834-4066

EXHIBIT "B"

CIVIL ACTION - COMPLAINT

Plaintiff, CSGA, LLC, as Assignee of HOUSEHOLD CARD SERVICES, by and through its attorneys, Bronson and Migliaccio, LLP, represents as follows:

1. Plaintiff, CSGA, LLC, is a limited liability company organized and existing under the laws of the State of New York with a principal place of business at 475 Market Street, Elmwood Park, New Jersey 07047.

2. Defendant, Evelyn A Couteret, is an adult individual residing at 1556 Cataract Rd., Pottersdale, Pennsylvania 16871.

3. Plaintiff, CSGA, LLC, purchased certain accounts from HOUSEHOLD CARD SERVICES, along with all rights pertaining thereto, and is the lawful successor-in-interest on those certain accounts, including an account belonging to the Defendant as more specifically described below.

COUNT I – BREACH OF CONTRACT CSGA, LLC v. Evelyn A Couteret

4. Defendant entered into an agreement for an extension of credit with HOUSEHOLD CARD SERVICES under a revolving charge account issued in the name of the Defendant bearing account number 5437030703488139, whereby Defendant would from time to time be advanced credit for purchases or expenditures in exchange for the promise to repay funds so utilized at an agreed upon rate of interest.

5. There is a principal balance due and owing on the account in the amount of **\$13,356.07** plus accrued interest. A statement of account is attached hereto and marked as Exhibit "A" and is incorporated herein by reference.

6. Plaintiff has made demand upon the Defendant for payment. More specifically, a written demand was made at least thirty (30) days prior to the filing of this Complaint.

7. Defendant is in breach of the terms of the agreement for the extension of credit and has neglected and refused to pay the outstanding balance. No recent payments have been received on the account.

WHEREFORE, Plaintiff CSGA, LLC respectfully requests judgment against the Defendant, Evelyn A Couteret, in an amount not exceeding the limits for mandatory arbitration, as follows:

- a. The principal sum of \$13,356.07, plus;
- b. Interest accrued in the amount of \$6,652.51;
- c. Costs and interest at the legal rate; or
- d. For such other and further relief as this Court deems just and proper.

COUNT II – UNJUST ENRICHMENT
CSGA, LLC v. Evelyn A Couteret

8. Plaintiff hereby incorporates paragraphs one through seven above as though more fully set forth at length hereinafter.

9. The principal balance of \$13,356.07 represents the reasonable value of goods and services, the benefit of which is inured to the Defendant at the expense of HOUSEHOLD CARD SERVICES, creating an equitable claim which Plaintiff now holds as successor in interest.

WHEREFORE, Plaintiff CSGA, LLC respectfully requests judgment against the Defendant, Evelyn A Couteret, in an amount not exceeding the limits for mandatory arbitration, as follows:

- a. The principal sum of \$13,356.07, plus;
- b. An amount of interest on the principal balance equal to the legal rate and running from the date the account was closed by the Original Creditor until present, representing the time-value of money on the credit extension utilized by the Defendant.
- c. Costs and interest at the legal rate going forward from today; or
- d. For such other and further relief as this Court deems just and proper.



BRONSON & MIGLIACCIO, LLP

Attorneys for Plaintiff

By: Jordan W. Felzer, Esq., ID# 38670

jfelzer@lobmlaw.com

Three Neshaminy Interplex

Suite 301

Trevose, PA 19053

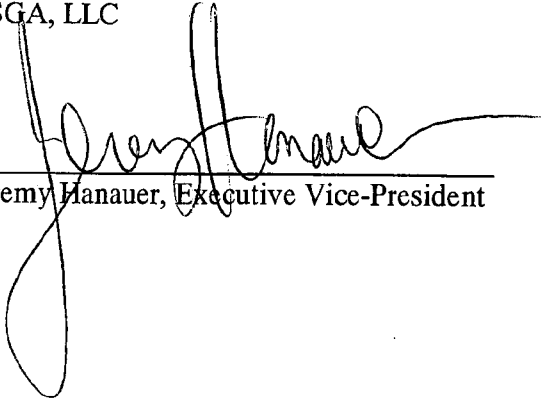
(800) 834-4066

VERIFICATION

I, **Jeremy Hanauer**, in my capacity as a Corporate Officer of CSGA, L.L.C., verify that the averments of fact contained in the foregoing ***Complaint*** are true and correct to the best of my knowledge information and belief. This statement is made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: 3-20-07

CSGA, LLC



Jeremy Hanauer, Executive Vice-President

ACCOUNT INFORMATION REPORT

ACCOUNT#: 13486143060415357

FINANCIAL

Forwarder: CSGA, LLC
Acct#: 5437030703488139

Original Creditor: HOUSEHOLD CARD SERVICES
Debt Type: CC

Placement
04/13/2006 \$13,356.07

Last Payment
\$0.00

Principal	\$13,356.07
Interest	\$6,652.51
Attorney	\$0.00
Court	\$0.00
Misc	\$0.00

BALANCE \$20,008.58

STATUS: PRE-LEGAL

Assigned to: LPAMCCOLLUM

WIP# Days Left
0 0

Personal Information

Debtor 1	First	MI	Last Name
	EVELYNA		COUTERET
Address	1556 CATARACT RD.		
City	POTTERSDALE	ST PA	Zip 16871-0022
Country	USA	Province	
Work Tel		Home Tel	(814)263-4526
Ext		Fax	
SS#	[REDACTED]	Driver's License #	
DOB		State	
Spouse			

Bank and Asset

There is no bank information on this account.

Debt

Service Provided CREDIT CARD

Placement Breakdown

Principal	\$13,356.07
Awarded Int	\$3,991.64
Attorney Fees	
Court Costs	
Misc Costs	
Accrued Int	
Total Placement	\$13,356.07

Debt Type Credit Cards

Last Payment Date 08/05/2004
Last Payment Amount \$100.00
Last Charge Date
Last Charge Amount

Original Loan Terms

Contract Date
Number of Payments
Interest Rate % 24.99
Collateral

Original Loan Amount
Amount of Payments
Serial/Vin Number

FILED

APR 30 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSGA, LLC,

Plaintiff

CIVIL DIVISION

No. 07 - 443 - CD

vs.

EVELYN A. COUTERET,

Defendant

RULE

Filed on Behalf of:

Defendant, EVELYN A. COUTERET

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED 300
01:27:51 AM
MAY 03 2007
Colavecchi

William A. Shaw
Prothonotary/Clerk of Courts

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

CSGA, LLC,

Plaintiff : No. 07 - 443 - CD

vs.

EVELYN A. COUTERET,

Defendant :


RULE

AND NOW, this 3 day of May, 2007, upon consideration of the foregoing Preliminary Objections filed on behalf of the Defendant, a Rule is issued on the Plaintiff to appear and show cause why the relief requested therein should not be granted.

Rule made Returnable the 5th day of June, 2007, at 10:00 A.M., Clearfield County Courthouse, Courtroom No. 1.

A total of one-half (1/2) hour has been set aside for this hearing.

BY THE COURT:


JUDGE

FILED

MAY 03 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/3/07

☒ You are responsible for serving all appropriate parties.
____ The Prothonotary's office has provided service to the following parties:
____ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other
____ Defendant(s) ____ Defendant(s) Attorney
____ Special Instructions:

1000

0000

9 00:00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSGA, LLC,

Plaintiff

vs.

EVELYN A. COUTERET,

Defendant

CIVIL DIVISION

No. 07 - 443 - CD

**PRAECIPE TO WITHDRAW
PRELIMINARY OBJECTIONS**

Filed on Behalf of:

Defendant, EVELYN A. COUTERET

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED 3ce AA4
9/11:55 am
MAY 31 2007
J. Colavecchi

William A. Shaw
Prothonotary/Clerk of Courts

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

CSGA, LLC,

Plaintiff : No. 07 - 443 - CD

vs.


EVELYN A. COUTERET,

Defendant :

**PRAECIPE TO WITHDRAW
PRELIMINARY OBJECTIONS**

TO: WILLIAM SHAW, PROTHONOTARY

Please withdraw the Preliminary Objections filed by the
Defendant, Evelyn A. Couteret, in the above-captioned action.


PAUL COLAVECCHI, ESQUIRE
Attorney for Defendant

5/29/07

DATE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102597
NO: 07-443-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CSGA, LLC
vs.
DEFENDANT: EVELYN A. COUTERET

FILED
07/31/07
JUL 13 2007
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURN

NOW, March 28, 2007 AT 9:42 AM SERVED THE WITHIN COMPLAINT ON EVELYN A. COUTERET DEFENDANT AT 1556 CATARACT ROAD, POTTERSDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO EVELYN A. COUTERET, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BRONSON	15528	10.00
SHERIFF HAWKINS	BRONSON	15528	76.20

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSGA, LLC

vs.

EVELYN A COUTERET

CIVIL ACTION LAW

No. 2007-443

FILED

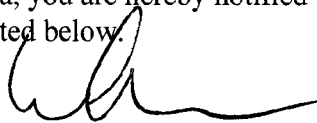
AUG 30 2007

To: Evelyn A Couteret
1556 Cataract Road
Pottersdale, PA 16871

William A. Shaw
Prothonotary/Clerk of Courts

Notice

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.



William A. Shaw,
Prothonotary of Clearfield County

- ☒ Judgment by Default
- ☐ Money Judgment
- ☐ Judgment on Award of Arbitrators
- ☐ Judgment on Verdict
- ☐ Money Judgment Transferred from other Jurisdiction

If you have any questions concerning this notice, please call:

JORDAN W. FELZER, ESQUIRE
Attorney for Plaintiff
Three Neshaminy Interplex, Suite 301
Trevoise, PA 19053
(800) 834-4066

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSGA, LLC

vs.

EVELYN A COUTERET

CIVIL ACTION LAW

No. 2007-443

FILED

AUG 30 2007

m/11:20/w
William A. Shaw
Prothonotary/Clerk of Courts

1 copy of notice re
Att'y + Deft

**PRAECIPE FOR ENTRY OF JUDGMENT FOR WANT OF AN ANSWER, ASSESSMENT OF
DAMAGES, VERIFICATION OF ADDRESS AND NONMILITARY SERVICE**

TO THE PROTHONOTARY:

Enter Judgment for want of an answer for Plaintiff and against Defendant, EVELYN A COUTERET, and assess damages certified to be calculable as a sum certain from the complaint, as follows:

Assess Damages as Follows

Debt	\$13,356.07
Interest	\$6,652.51
Court Costs	\$205.00
Total:	\$20,213.58

Understanding that false statements made herein are subject to penalty under 18 Pa. C.S.A. § 4904, Unsworn Falsification to Authorities, I verify that:

1. The above are the precise last known address of the defendant.
2. The annexed notice of intention to file praecipe was mailed to Defendant and to their record attorney, if any, after default occurred, and at least ten days prior to the date of

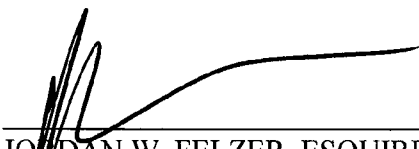
filing of this praecipe. (Exhibit "A")

3. The said Defendant is not in the military service of the United States or otherwise within the coverage of the Soldiers and Sailors Relief Act and is over 18 years of age. (Exhibit "B")

Date: _____

8/27/07

BRONSON & MIGLIACCIO, LLP


JORDAN W. FELZER, ESQUIRE
Attorney for Plaintiff
ID No. 38670
Three Neshaminy Interplex, Suite 301
Trevose, PA 19053
Telephone (800) 834-4066

This day of , 2007, judgment is entered in favor of Plaintiff and against Defendant, EVELYN A COUTERET, by default for want of an answer and damages assessed at the sum of **\$20,213.58** as per the above certification. NOTICE IS GIVEN PURSUANT TO PA.R.C.P. 236.

PROTHONOTARY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSGA, LLC	:	CIVIL ACTION LAW
	:	
vs.	:	
	:	No. 2007-443
EVELYN A COUTERET	:	

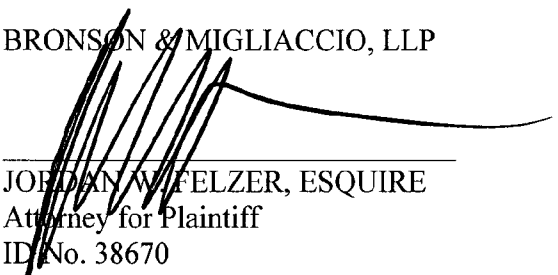
AFFIDAVIT OF NON-MILITARY SERVICE

The undersigned, being duly sworn, according to law, deposes and says that the Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1940 as amended;

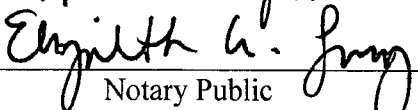
That EVELYN A COUTERET resides at 1556 Cataract Road, Pottersdale, PA 16871;

That based on information furnished by the Department of Defense Manpower Data Center, there is no indication that EVELYN A COUTERET is currently on active duty. See Exhibit "B" attached hereto.

BRONSON & MIGLIACCIO, LLP


JORDAN W. FELZER, ESQUIRE
Attorney for Plaintiff
ID No. 38670
Three Neshaminy Interplex, Suite 301
Trevose, PA 19053
Telephone (800) 834-4066

Sworn to and subscribed before me
this 21st day of August, 2007.


Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
ELIZABETH A. LOWRY, Notary Public
Bensalem Twp., Bucks County
My Commission Expires June 21, 2010

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSGA, LLC

vs.

EVELYN A COUTERET

CIVIL ACTION LAW

No. 2007-443

TO: Evelyn A Couteret
c/o Paul Colavecchi, Esquire
Colavecchi & Colavecchi
221 East Market Street
PO Box 131
Clearfield, PA 16830

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

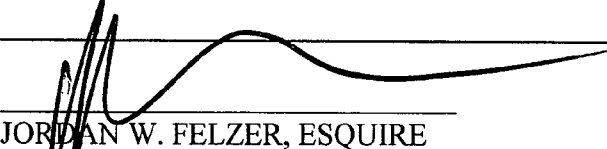
COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 x.50-51

AVISO IMPORTANTE

USTED ESTA EN REBELDIA PORQUE HO FALLADO EN TOMAR LA ACION EXIDIDA DE SU PARTE EN ESTE CASO. A MENOS DE LA FECHA DE USTED ACTUE DENTRO DE DIEZ (10) DIAS DE LA FACHA DE ESTE AVISO, SE PUEDE REGISTRAR; UNA SENTENCIA CONTRA USTED SIN EL BENEFICIO DE UNA AUDIENCIA Y PUEDE PERDER SU PROPIEDAD O OTROS DERECHOS IMPORATANTES. USTED DEBE LLEVAR ESTA AVISO A UN ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO Y NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, DEBE COMUNICARSE CON LA SIGUIENTE OFICINA PARA AVERIGUAR DONDE PUEDE OBTENER AYUDA LEGAL:

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 x.50-51

Date: 6/5/07


JORDAN W. FELZER, ESQUIRE
Attorney for Plaintiff
ID No. 38670
Three Neshaminy Interplex, Suite 301
Trevose, PA 19053
Telephone (800) 834-4066

Department of Defense Manpower Data Center

AUG-27-2007 08:54:43



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

< Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
COUTERET	Evelyn A	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: **FYKHAKPDDX**