

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

FILED

MAR 22 2007

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William A. Shaw
Prothonotary/Clerk of Courts
CLEAR to ATT
SHF

CSGA, LLC

Plaintiff

475 Market Street

Elmwood Park, NJ 07047

vs.

Theodore R. Flick

Defendant

4334 S. Heverly Blvd.

Coalport, PA 16627

No. 2007-446-CO

Type of Case: Contract/Arbitration

Type of Pleading: Complaint

Filed on behalf of:

CSGA, LLC

(Plaintiff)

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.

Theodore R Flick
4334 S. Heverly Blvd
Coalport, PA 16627

Defendant

: CIVIL ACTION - LAW

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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.

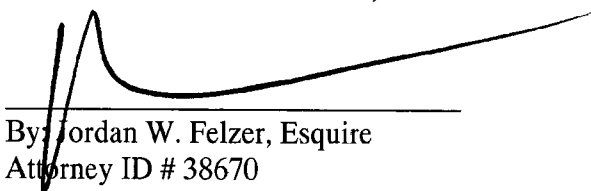
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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, Theodore R Flick, is an adult individual residing at 4334 S. Heverly Blvd, Coalport, Pennsylvania 16627.

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. Theodore R Flick

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 5437000212959920, 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 **\$11,009.70** 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, Theodore R Flick, in an amount not exceeding the limits for mandatory arbitration, as follows:

- a. The principal sum of \$11,009.70, plus;
- b. Interest accrued in the amount of \$5,931.50;
- 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. Theodore R Flick

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

9. The principal balance of \$11,009.70 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, Theodore R Flick, in an amount not exceeding the limits for mandatory arbitration, as follows:

- a. The principal sum of \$11,009.70, 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

ACCOUNT INFORMATION REPORT

ACCOUNT#: 13486143060412016

FINANCIAL

Forwarder: CSGA, LLC
Acct#: 5437000212959920

Placement
04/13/2006 \$11,009.70

Original Creditor: HOUSEHOLD CARD SERVICES
Debt Type: CC

Last Payment
\$0.00

Principal	\$11,009.70
Interest	\$5,931.50
Attorney	\$0.00
Court	\$0.00
Misc	\$0.00

STATUS: LEGAL

WIP# Days Left
0 0

Assigned to: LPAMCCOLLUM

BALANCE \$16,941.20

Personal Information

Debtor 1	First	MI	Last Name
	THEODORER		FLICK
Address	4334 S. HEVERLY BLVD P.O. BOX 120		
City	COALPORT	ST PA	Zip 16627-0120
Country	USA	Province	
Work Tel	Home Tel (814)687-3642		
Ext	Fax		
SS#	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	\$11,009.70
Awarded Int	\$3,524.07
Attorney Fees	
Court Costs	
Misc Costs	
Accrued Int	
Total Placement	\$11,009.70

Debt Type Credit Cards

Last Payment Date 08/13/2004
Last Payment Amount \$150.00
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

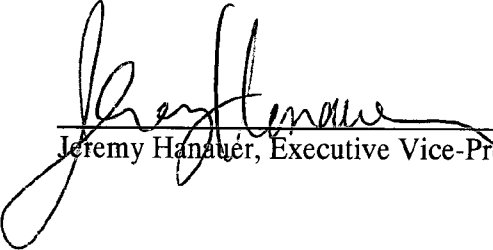
Exhibit "A"

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.

CSGA, LLC

Date: 3-20-07



Jeremy Hanauer, Executive Vice-President

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

CSGA, LLC
475 Market Street
Elmwood Park, NJ 07047
Plaintiff

vs.

No. 2007-446-CD

THEODORE R. FLICK
4334 S. Heverly Blvd.
Coalport, PA 16627
Defendant

CASE NUMBER: No. 2007-446-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: DEFENDANT'S PRELIMINARY OBJECTIONS TO
PLAINTIFF'S COMPLAINT

FILED ON BEHALF OF: Defendant

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
207 E. Market Street
Clearfield, PA 16830
(814) 765-1581

FILED 300
0/3:38/64 Atty Gearhart
APR 25 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

CSGA, LLC
475 Market Street
Elmwood Park, NJ 07047
Plaintiff

vs.

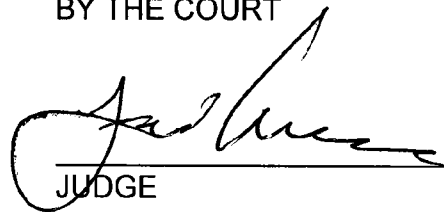
No. 2007-446-CD

THEODORE R. FLICK
4334 S. Heverly Blvd.
Coalport, PA 16627

ORDER

AND NOW, this 26 Day of April, 2007, upon
consideration of Defendant's Preliminary Objections to Plaintiff's Complaint filed in the
above captioned action, it is the ORDER of this Court that a hearing be scheduled for the
30th Day of May, 2007, at 9:00 O'clock A.M., in
Courtroom No. 1, of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT


JUDGE

FILED 3cc
09:08/54 Atty Gearhart
APR 27 2007 (CR)

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/27/07

☒ 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:

FILED

APR 27 2007

William A. Shaw
Prothonotary/Clerk of Courts

5

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA No. 2007-446-CD

CSCA, LLC
Plaintiff

vs.

THEODORE R. FLICK,
Defendant

DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S
COMPLAINT

FILED

APR 25 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

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

CSGA, LLC
475 Market Street
Elmwood Park, NJ 07047
Plaintiff

vs.

: No. 2007-446-CD
:
:
:
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:
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:

THEODORE R. FLICK
4334 S. Heverly Blvd.
Coalport, PA 16627
Defendant

CASE NUMBER: No. 2007-446-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: CERTIFICATE OF SERVICE

FILED ON BEHALF OF: Defendant

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
207 E. Market Street
Clearfield, PA 16830
(814) 765-1581

FILED
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APR 30 2008
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William A. Shaw
Prothonotary/Clerk of Courts

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

CSGA, LLC
475 Market Street
Elmwood Park, NJ 07047
Plaintiff

vs.

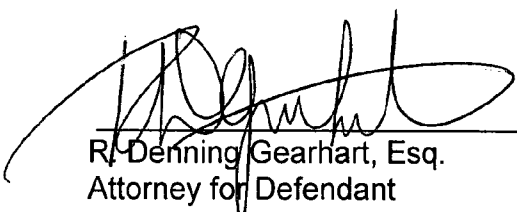
No. 2007-446-CD

THEODORE R. FLICK
4334 S. Heverly Blvd.
Coalport, PA 16627
Defendant

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy of Defendant's Preliminary Objections to Plaintiff's Complaint filed in the above matter on the Plaintiff through Plaintiff's attorney by depositing such documents in the United States Mail, first class, postage pre-paid and addressed as follows:

Jordan W. Felzer, Esq.
BRONSON & MIGLIACCIO, LLP
Three Neshaminy Interplex
Suite 301
Trevose, PA 19053



R. Denning Gearhart, Esq.
Attorney for Defendant

Dated: April 27, 2007

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.

THEODORE R. FLICK

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL DIVISION

NO. 07-446-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. 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".

FILED
3/10/4/6/8/10/12/14/16/18/20/22/24/26/28/30/32/34/36/38/40/42/44/46/48/50/52/54/56/58/60/62/64/66/68/70/72/74/76/78/80/82/84/86/88/90/92/94/96/98/100
MAY 09 2007

William A. Shaw
Prothonotary/Clerk of Courts

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. 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, amounts owed to Plaintiff for principal and interest.

6. 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.

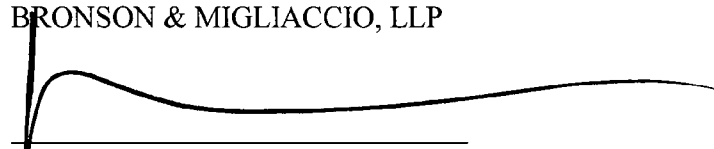
WHEREFORE, Plaintiff respectfully requests that this Honorable Court **deny** Defendant's request to dismiss Plaintiff's Complaint for failure to comply with Pennsylvania Rule of Civil Procedure 1028.

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



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 charges, 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

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 (Nevada), 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* on the next day. The 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 the Index plus 2.25% ("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, 1998, the FINANCE CHARGE for the Default APR would have been Daily Periodic Rate of 0.0668% (corresponding to a 27.93% ANNUAL PERCENTAGE RATE). The minimum rate of FINANCE CHARGE for the Default APR will be a Daily Periodic Rate of 0.0668% (corresponding to 27.93% 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 biller-imposed Finance Charges) except that no periodic Finance Charge 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 comprising the balance from the transaction date. For any billing cycle immediately following one for which there was a New Balance that was 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, 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 pure 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 at the Daily Periodic Rate in effect on the posting date.

A change in your mailing address may result in a change in 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 \$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 \$29 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 \$29 each time a credit card check is returned unsatisfied by us for any reason. This fee will be added to your Cash Advance balance.

OVERDUE FEE

You agree to pay a \$29 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 change 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. CHARGES 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 creditors; (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 payments first to attorneys' fees and then to principal and unpaid Finance Charges.

Some purchases will require you to provide 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 will automatically renew your Card for any reason.

CARD CANCELLATION

We can terminate or reduce your credit limit at any time and for any 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 to 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 not yet billed to you. If you do not pay us immediately, outstanding balances will continue to accrue finance and other charges and are 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 your statement, at which time you should verify that the charges 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 within 60 days of the loss, theft or possible unauthorized use. Notification must be given by writing us immediately upon learning of the 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 your billing statement. 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 all property you acquire with this Agreement. We may have a security interest 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 check is 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 \$29 fee to the Cash Advance balance if 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 billing statement. When

includes the time check on which the call will remain in effect, for six months unless renewed in writing.

FOREIGN TRANSACTIONS

If you incur a charge in a foreign currency, the charge will be converted by Visa International or MasterCard International Incorporated into a U.S. dollar amount. They will use the procedures in effect at the time that the transaction is processed. Currently the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

APPLICABLE LAW

This Agreement and your Account will be governed by federal law and the laws of Nevada, whether or not you live in Nevada and whether or not your Account is used outside Nevada. This Agreement is entered into in Nevada and all credit under this Agreement will be extended from Nevada. All terms and conditions of this Agreement including charge of terms or applicable law provisions, the Finance Charge, late charge, returned check charge, overlimit fee and research charges provided for in this Agreement are deemed to be interest under this Agreement and material to the determination of the Finance Charge.

ASSIGNMENT OF ACCOUNT

We may sell, assign or transfer your Agreement and Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account.

PRACTICES

You agree that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies, and that we may use this information to cancel or suspend your credit privileges under this Agreement even if you are not in default with us. You also agree that we may furnish on a regular basis credit and experience information regarding your Account to others seeking such information, including our affiliates and other third parties. You authorize us to share such information contained on your application with our affiliates and other third parties. You agree that the Department of Motor Vehicles may release your residence address to us should it become necessary to locate you. You agree that our supervisory personnel may listen and record telephone calls between you and our representatives in order to evaluate the quality of our service to you and to other cardmembers.

You agree that we may share credit information we obtain about you or your Account with persons related to us by common ownership or affiliation by corporate control. You may prohibit the sharing of credit information by writing to us at P.O. Box 81022, Shiloh, CA 95912-1622 and including the 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.

CREDIT REPORTING

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 transactions or credit experiences with us is inaccurate, you may notify us and request us to correct the inaccurate information (after confirmation of the alleged error) reported to any credit reporting agency by writing to us at P.O. Box 88706, Las Vegas, NV 89152.

WAIVER

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.

UPDATED FINANCIAL AND OTHER INFORMATION

Upon request you agree to promptly give us accurate financial and

if any provision of this Agreement is held to be unenforceable under any law, rule, regulation, all other provisions of this Agreement will remain valid and enforceable.

Household Credit Services, Inc. provides processing services for Household Bank (Nevada), N.A. You may write to us at: Household Bank (Nevada), N.A., P.O. Box 88707, Las Vegas, Nevada 89153-8707.



Thomas M. Kimble
Executive Vice President
December 1, 1998

count rights
This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTICE IN CASE OF ERRORS OR QUESTIONS ABOUT BILLS
If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter give us the following information: your name and account number; the dollar amount of the suspected error; describe the error and explain, if you can, why you believe there is an error; if you need more information, describe the item you are not sure about; if you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we don't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you will refuse to pay, we must tell anyone to whom we furnished credit information about you that you have a question about your bill, and we must tell you the name of anyone to whom we gave this information. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, you can't collect the first \$50 of the questioned amount, even if your bill was correct.

SPECIAL RULES FOR CREDIT CARD PURCHASES

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to work this problem with the merchant, you may have the right not to pay the remaining amount due on the property or service. There are two limitations on this right:

- (a) You must have taken the merchant to your local state or, if you live within your home state within 100 miles of your current mailing address, and
 - (b) The purchase price must have been more than \$50.
- These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or service.

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

AC1138 (12/98)

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

CSGA, LLC

Plaintiff

475 Market Street

Elmwood Park, NJ 07047

vs.

Theodore R. Flick

Defendant

4334 S. Heverly Blvd.

Coalport, PA 16627

No. 2007-446-CO

Type of Case: Contract/Arbitration

Type of Pleading: Complaint

Filed on behalf of:

CSGA, LLC
(Plaintiff)

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) 854-4066

(Signature)

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

MAR 22 2007

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

"B"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSGA, LLC
475 Market Street
Elmwood Park, NJ 07047

Plaintiff

v.

Theodore R Flick
4334 S. Heverly Blvd
Coalport, PA 16627

Defendant

: CIVIL ACTION - LAW

: NO.

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, Theodore R Flick, is an adult individual residing at 4334 S. Heverly Blvd, Coalport, Pennsylvania 16627.
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. Theodore R Flick

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 5437000212959920, 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 **\$11,009.70** 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, Theodore R Flick, in an amount not exceeding the limits for mandatory arbitration, as follows:

- a. The principal sum of \$11,009.70, plus;
- b. Interest accrued in the amount of \$5,931.50;
- c. Costs and interest at the legal rate; or
- d. For such other and further relief as this Court deems just and proper.

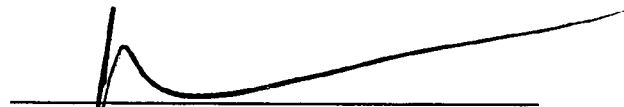
COUNT II – UNJUST ENRICHMENT
CSGA, LLC v. Theodore R Flick

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

9. The principal balance of \$11,009.70 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, Theodore R Flick, in an amount not exceeding the limits for mandatory arbitration, as follows:

- a. The principal sum of \$11,009.70, 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

ACCOUNT INFORMATION REPORT

ACCOUNT#: 13486143060412016

FINANCIAL

Forwarder: CSGA, LLC

Acct#: 5437000212959920

Placement
04/13/2006 \$11,009.70

Original Creditor: HOUSEHOLD CARD SERVICES

Debt Type: CC

Last Payment
\$0.00

Principal	\$11,009.70
Interest	\$5,931.50
Attorney	\$0.00
Court	\$0.00
Misc	\$0.00

STATUS: LEGAL

Assigned to: LPAMCCOLLUM

WIP# Days Left
0 0

BALANCE \$16,941.20

Personal Information

Debtor 1	First	MI	Last Name
	THEODORER		FLICK
Address	4334 S. HEVERLY BLVD P.O. BOX 120		
City	COALPORT	ST PA	Zip 16627-0120
Country	USA	Province	
Work Tel	Home Tel (814)687-3642		
Ext	Fax		
SS#	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	\$11,009.70
Awarded Int	\$3,524.07
Attorney Fees	
Court Costs	
Misc Costs	
Accrued Int	
Total Placement	\$11,009.70

Debt Type Credit Cards

Last Payment Date 08/13/2004
Last Payment Amount \$150.00
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

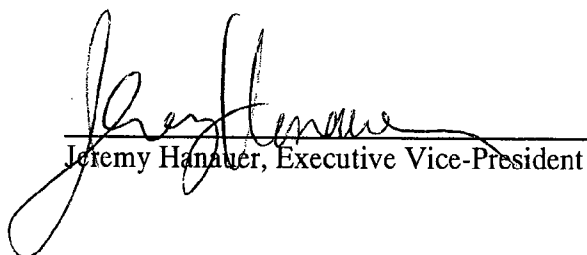
Exhibit "A"

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.

CSGA, LLC

Date: 3-20-07


Jeremy Hanauer, Executive Vice-President

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.

THEODORE R. FLICK

CLEARFIELD COUNTY
COURT OF COMMON PLEAS
CIVIL DIVISION

NO. 07-446-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:

R. Denning Gearheart, Esquire
207 East Market Street
Clearfield, PA 16830
Attorney for Defendant, THEODORE R. FLICK

BRONSON & MIGLIACCIO, LLP

Date: 5/07/07

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

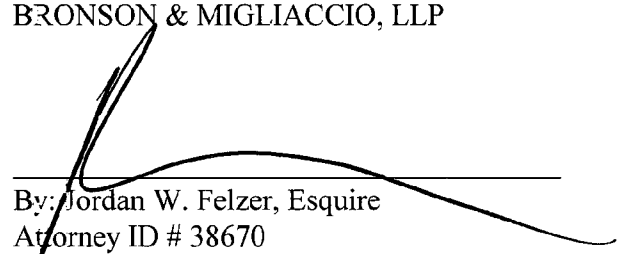
VERIFICATION

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.

Date: _____

5/7/07

BRONSON & MIGLIACCIO, LLP

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

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.

THEODORE R. FLICK

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
: CIVIL DIVISION

:
: NO. 07-446-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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSGA, LLC
475 Market Street
Elmwood Park, NJ 07407

Plaintiff

v.

THEODORE R. FLICK
4334 S. Heverly Blvd., PO Box 120
Coalport, PA 16627

Defendant

CIVIL ACTION - LAW

NO. 2007-446-CD

FILED

JUN 20 2007

W. A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts
No Cert Conf

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.

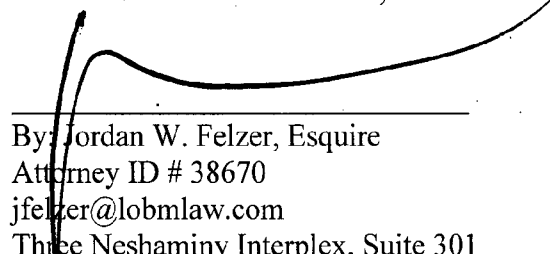
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

AMENDED 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 07407.

2. Defendant, THEODORE R. FLICK, is an adult individual residing at 4334 S. Heverly Blvd., PO Box 120, Coalport, Pennsylvania 16627.

3. Plaintiff, CSGA, LLC purchased certain accounts by which it is the lawful successor in interest to HOUSEHOLD CARD SERVICES, and thereby possesses all rights pertaining thereto, including all rights to an account belonging to Defendant, as more specifically described below. An Affidavit of Debt on this account is attached hereto and marked as Exhibit "A" and is incorporated herein by reference.

**COUNT I – BREACH OF CONTRACT
CSGA, LLC v. THEODORE R. FLICK**

4. Defendant utilized an extension of credit made available by HOUSEHOLD CARD SERVICES, bearing account number 5437000212959920, 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. All of the above was done at the specific request therefore by the Defendant.

5. There is a principal balance due and owing on the account in the amount of **\$11,009.70** plus accrued interest. A statement of account is attached hereto and marked as Exhibit "B" and is incorporated herein by reference.

6. There is an interest balance due and owing on the account in the amount of **\$6,390.06**. A statement of account is attached hereto and marked as Exhibit "B" and is incorporated herein by reference.

7. 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.

8. 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. A copy of said agreement is attached hereto and marked as Exhibit "C" and is incorporated herein by reference.

WHEREFORE, Plaintiff CSGA, LLC respectfully requests judgment against the Defendant, THEODORE R. FLICK, in an amount not exceeding the limits for mandatory arbitration, as follows:

- a. The principal sum of \$11,009.70, plus;
- b. Interest accrued in the amount of \$6,390.06;
- 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. THEODORE R. FLICK**

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

10. The principal balance of \$11,009.70 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.

11. The balance of \$6,390.06 represents interest accrued as of the date of this filing.

WHEREFORE, Plaintiff CSGA, LLC respectfully requests judgment against the Defendant, THEODORE R. FLICK in an amount not exceeding the limits for mandatory arbitration, as follows:

- a. The principal sum of \$11,009.70, 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

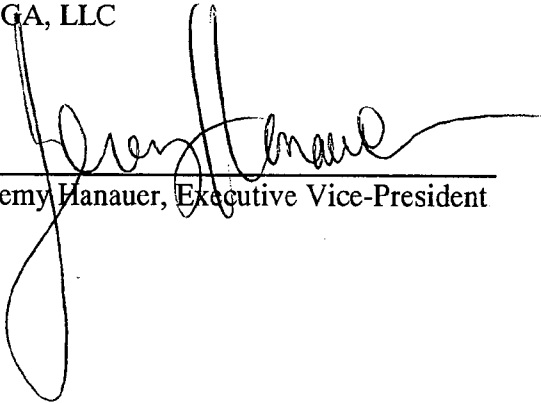
(800) 834-4066

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: 6-15-07

CSGA, LLC



Jeremy Hanauer, Executive Vice-President

AFFIDAVIT

STATE OF KANSAS

COUNTY OF RILEY

BEFORE ME, on the day and date set forth below, the undersigned Notary, being qualified and commissioned in and for the county and state aforesaid, personally came and appeared **Michael Schuler** who being duly sworn did dispese and say:

Affiant is the Vice President at **American Debt Sales, LLC** and in the capacity; Affiant is familiar with the debt made by **THEODORE R FLICK** former customer of **Household Card Services**.

The Affiant has knowledge of said account sold to **CSGA, LLC** and that the balance of said Account indicated thereon are accurate to the best of Affiant's knowledge and belief, based on the balance represented to the Seller at the time of Seller's acquisition of the Accounts.

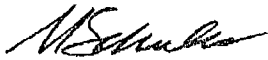
That the account has fully matured and on information and belief based upon business records from **Atlantic Credit & Finance, Inc.** the balance due remains unpaid.

That the correct amount currently owned by the Debtor on Account Number **5437000212959920** creditor who sold the account, which was purchased by **American Debt Sales, LLC** and as reflected in all records of the account which **American Debt Sales, LLC** has knowledge, is the sum of **\$11,009.70**.

To the best of affiant's knowledge, information and belief, the debtor does not qualify for exemption pursuant to the Soldiers and Sailor's Civil Relief Act of 1940.

I declare under Penalty of Perjury, pursuant to the laws of the State of Nevada, the foregoing is true and correct and would so testify if called as a witness in the within matter.

Execute on 05/02/2007



By:

Sworn to and Subscribed Before me

On 05/02/2007



Notary Public

NOTARY STAMP

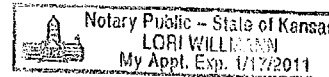


EXHIBIT "A"

ACCOUNT INFORMATION REPORT

ACCOUNT#: 13486143060412016

FINANCIAL

Forwarder: CSGA, LLC
Acct#: 5437000212959920

Placement
04/13/2006 \$11,009.70

Original Creditor: HOUSEHOLD CARD SERVICES
Debt Type: CC

Last Payment
\$0.00

Principal	\$11,009.70
Interest	\$6,390.06
Attorney	\$0.00
Court	\$185.00
Misc	\$0.00

STATUS: LEGAL

WIP# Days Left
0 0

Assigned to: LPAVANCUREN

BALANCE \$17,584.76

Personal Information

Debtor 1	First	MI	Last Name
	THEODORER		FLICK
Address	4334 S. HEVERLY BLVD P.O. BOX 120		
City	COALPORT	ST PA	Zip 16627-0120
Country	USA	Province	
Work Tel	Home Tel (814)687-3642		
Ext	Fax		
Spouse	Driver's License #		
	State		

Bank and Asset

There is no bank information on this account.

Debt

Service Provided CREDIT CARD

Placement Breakdown

Principal	\$11,009.70
Awarded Int	\$3,524.07
Attorney Fees	
Court Costs	
Misc Costs	
Accrued Int	
Total Placement	\$11,009.70

Debt Type Credit Cards

Last Payment Date 08/13/2004
Last Payment Amount \$150.00
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

EXHIBIT "B"

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 (d) any 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 "C"

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:

- (1) 2.5% of the New Balance or \$15, whichever is greater (or the amount of the New Balance if less than \$15), plus
- (2) 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 (Merada), 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 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, 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 the Index plus 20.21% (Spread) and is applicable to the billing cycle that begins on or after the first day of the next succeeding month. Example for billing cycles beginning December 1, 1999: The Finance Charge for the Default APR would have been Daily Periodic Rate of 0.0668% (corresponding to a 27.49% ANNUAL PERCENTAGE RATE). The minimum rate of FINANCE CHARGE for the Default APR will be a Daily Periodic Rate of 0.0668% (corresponding to 27.49% ANNUAL PERCENTAGE RATE). An increase in the Prime Rate will increase your applicable Daily Periodic Rate and Customary and Default APR, 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 a purchase transaction (including administrative fees and bill unpaid Finance Charges) except that no periodic Finance Charge will be incurred on new credit card purchases if the New Balance on every statement is paid in full within 25 days after the close of a billing cycle (called your "Grace Period"). If the New Balance is paid in full for any cycle after having been paid in full on the previous cycle, no periodic Finance Charge will be incurred on new credit card purchases. For any billing cycle 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, the suveter, through an ATM, by check or other "cash" transactions which will be determined by us. Periodic Finance Charges on Cash Advances, including advances and more made by credit card check, will accrue from the date of the advance transaction until the Cash Advance is paid in full. If 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 at the Daily Periodic Rate in effect on the posting date.

A change in your mailing address may result in a change in 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 \$29 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 \$29 each time a credit card check is returned unsatisfied by us for any reason. This fee will be added to your Cash Advance balance.

OVERLIFT FEE

You agree to pay a \$29 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 change 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 you to provide 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. You must 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 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 your statement, at which time you should verify that the charges 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 within 60 days of the date of the loss, theft or possible unauthorized use. Notification must be given by writing us immediately upon receiving the 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 card 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 do 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. 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 check is 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 \$29 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

increase this fee (check on which ent is to be stopped. If you call, you must ent within 14 days. A written stop payment will remain in effect for six months unless renewed in writing).

FOREIGN TRANSACTIONS

If you incur a charge in a foreign currency, the charge will be converted by Visa International or MasterCard International Incorporated into a U.S. dollar amount. They will use the procedures in effect at the time that the transaction is processed. Currently the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

APPLICABLE LAW

This Agreement and your Account will be governed by federal law and the laws of Nevada, whether or not you live in Nevada and whether or not your Account is used outside Nevada. This Agreement is entered into in Nevada and all credit under this Agreement will be extended from Nevada. All terms and conditions of this Agreement including change of terms or applicable law provisions, the Finance Charge, late charge, returned check charge, overdraft fee and research charges provided for in this Agreement are deemed to be entered under this Agreement and material to the determination of the Finance Charge.

ASSIGNMENT OF ACCOUNT

We may sell, assign or transfer your Agreement and Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account.

PRIVACY PRACTICES

You agree that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies, and that we may use this information to extend or suspend your credit privileges under this Agreement even if you are not in default with us. You also agree that we may furnish you a regular basis credit and experience information regarding your Account to other persons seeking such information, including our affiliates and other third parties. You authorize us to share such information contained on your application with our affiliates and other third parties. You agree that the Department of Motor Vehicles may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen and record telephone calls between you and our representatives in order to evaluate the quality of our service to you and to other cardmembers.

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 81022, Salinas, CA 93012-1622 and including the 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.

CREDIT REPORTING

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 transactions or credit experience with us is inaccurate, you may notify us and request us to correct the inaccurate information (after confirmation of the alleged error) reported to any credit reporting agency by writing to us at P.O. Box 85706, Las Vegas, NV 89103.

WAIVER

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.

UPDATED FINANCIAL AND OTHER INFORMATION

Upon request you agree to promptly give us accurate financial and

it may prevent you from obtaining credit under any law, rule or regulation. This Agreement will remain valid and enforceable.

Household Credit Services, Inc. provides processing services for Household Bank (Nevada), N.A. You may write to us at: Household Bank (Nevada), N.A., P.O. Box 85707, Las Vegas, Nevada 89103-8707.



Thomas M. Kimble
Executive Vice President
December 1, 1998

ation, all other provisions of applicable law.

count rights

you may receive a letter from us within 30 days after we receive your request for information about your credit record. This letter will contain information about your credit record, including the amount of your credit limit, the amount of your credit balance, and the amount of your credit history.

may

you may receive a letter from us within 30 days after we receive your request for information about your credit record. This letter will contain information about your credit record, including the amount of your credit limit, the amount of your credit balance, and the amount of your credit history.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR REQUEST

We must acknowledge your letter within 30 days after we receive your request for information about your credit record. This letter will contain information about your credit record, including the amount of your credit limit, the amount of your credit balance, and the amount of your credit history.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR REQUEST

We must acknowledge your letter within 30 days after we receive your request for information about your credit record. This letter will contain information about your credit record, including the amount of your credit limit, the amount of your credit balance, and the amount of your credit history.

(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address.

(b) The purchase price must have been more than \$50.

These limitations do not apply if you own or operate the business, or if you made the purchase for the property or service.

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

AG 1133 (12/98)

CM

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

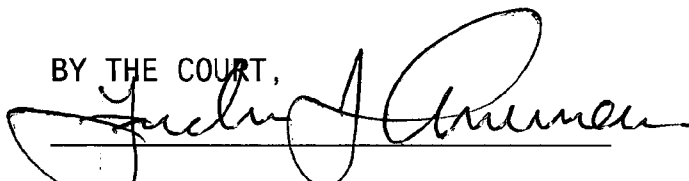
CIVIL DIVISION

CSGA, LLC :
VS : NO. 07-446-CD
THEODORE R. FLICK :

O R D E R

NOW, this 30th day of May, 2007, following argument on the Defendant's Preliminary Objections, it is the Order of this Court that the said preliminary objections are hereby GRANTED to the extent that the Plaintiff shall have no more than Twenty (20) Days from this date in which to file an amended complaint. The amended complaint shall have attached thereto a copy of the original contractual agreement signed by the defendant; an itemized statement of all items purchased, the cost of the same and the interest rate; specific calculations of assessments for interest, penalties, late fees, attorney fees and any other applicable charges.

BY THE COURT,



President Judge

FILED
01/4:00/00
MAY 31 2007

William A. Shaw
Prothonotary/Clerk of Courts

2cc
Mys: Felzer
Gearhart
(EK)

FILED

MAY 31 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/31/07

____ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

____ Plaintiff(s) X Plaintiff(s) Attorney ____ Other

____ Defendant(s) X Defendant(s) Attorney

____ Special Instructions:

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

CSGA, LLC
475 Market Street
Elmwood Park, NJ 07047
Plaintiff

vs.

: No. 2007-446-CD
:
:
:
:
:
:
:

THEODORE R. FLICK
4334 S. Heverly Blvd., P.O. Box 120
Coalport, PA 16627
Defendant

CASE NUMBER: No. 2007-446-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: DEFENDANT'S PRELIMINARY OBJECTIONS TO
PLAINTIFF'S AMENDED COMPLAINT

FILED ON BEHALF OF: Defendant

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
207 E. Market Street
Clearfield, PA 16830
(814) 765-1581

FILED 300
013:5204
JUL 10 2007
Atty Gearhart
(GR)

William A. Shaw
Prothonotary/Clerk of Courts

CSGA, LLC
475 Market Street
Elmwood Park, NJ 07047
Plaintiff

: No. 2007-446-CD

DEFENDANT'S PRELIMINARY OBJECTIONS TO PLAINTIFF'S AMENDED COMPLAINT

1. That upon filing of Plaintiff's Complaint, Preliminary Objections were filed arguing that the Complaint was insufficient in that it failed to provide copies of the duly executed agreement between the parties. Further, the Complaint failed to detail charges against the alleged credit card, the basis for those specific charges, and the amount of each individual specific charge, all of which would be required by the Pennsylvania Rules of Civil Procedure.

2. Prior to argument on those Preliminary Objections, Plaintiff submitted an Amended Complaint.

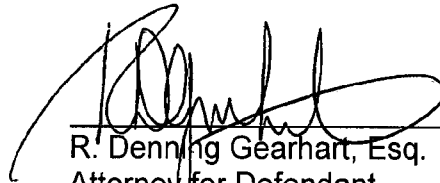
3. The Amended Complaint is insufficient in that it still does not include copies of the duly executed agreement between the parties, it still does not detail the charges on the alleged credit card, and it still does not list the basis for these charges, nor does it give the dates or amounts of these individual charges.

4. Instead, it gives as an Exhibit only a statement of a total amount alleged to have been due on April 13, 2006, together with boiler plate language which is alleged to have been included in the agreement between the parties. There is no indication that the Defendant agreed to these terms.

5. The Rules of Civil Procedure require that the Complaint/Amended Complaint be sufficient so as to allow the Defendant to understand the specifics of the claim and to enter a defense for that claim, if any.

6. Specifically, in this case, there is no way that the Defendant can determine whether or not there were inappropriate charges made against this card by the Plaintiff or by a third party.

WHEREFORE, Defendant prays Your Honorable Court to dismiss Plaintiff's Amended Complaint as being insufficient.



R. Denning Gearhart, Esq.
Attorney for Defendant

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

CSGA, LLC
475 Market Street
Elmwood Park, NJ 07047
Plaintiff

vs.


No. 2007-446-CD

THEODORE R. FLICK
4334 S. Heverly Blvd., P. O. Box 120
Coalport, PA 16627

ORDER

AND NOW, this 12 Day of July, 2007, upon
consideration of Defendant's Preliminary Objections to Plaintiff's Amended Complaint filed
in the above captioned action, it is the ORDER of this Court that a hearing be scheduled
for the 14th Day of September, 2007, at 1:30 O'clock P.M., in
Courtroom No. 1, of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT


JUDGE

FILL 3CC
014:00/301 Amy Gearhart
JUL 13 2007 (en)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUL 13 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/3/07

☒ 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:

CP

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION No. 2007-446-CD

CSCA, LLC,
Plaintiff

vs.

THEODORE R. FLICK,
Defendant

DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S AMENDED COMPLAINT

William A. Shaw
Prothonotary/Clerk of Courts

FILED
JUL 10 2007

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

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

CAPITAL ONE BANK
c/o Apothaker & Associates, P.C.
2417 Welsh Road, Suite 21 #520
Philadelphia, PA 19114

Plaintiff

vs.

No. 07-446-CD

THEODORE R. FLICK
4334 S. Heverly Blvd.
Coalport, PA 16627

Defendant

CASE NUMBER: No. 07-446-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: CERTIFICATE OF SERVICE

FILED ON BEHALF OF: Defendant

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
207 E. Market Street
Clearfield, PA 16830
(814) 765-1581

FILED ^{no ec}
01/10:52/04
JUL 18 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

CSGA, LLA
475 Market Street
Elmwood Park, NJ 07407
Plaintiff

vs.


No. 2007-446-CD

THEODORE R. FLICK
4334 S. Heverly Blvd., P. O. Box 120
Coalport, PA 16627
Defendant

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy of Defendant's Preliminary Objections to Plaintiff's Amended Complaint filed in the above matter on the Plaintiff through Plaintiff's attorney by depositing such documents in the United States Mail, first class, postage pre-paid and addressed as follows:

Jordan W. Felzer, Esq.
BRONSON & MIGLIACCIO, LLP
Three Neshaminy Interplex
Suite 301
Trevose, PA 19053


R. Denning Gearhart, Esq.
Attorney for Defendant

Dated: July 18, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102599
NO: 07-446-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CSGA, LLC
vs.
DEFENDANT: THEODORE R. FLICK

SHERIFF RETURN

NOW, April 05, 2007 AT 10:09 AM SERVED THE WITHIN COMPLAINT ON THEODORE R. FLICK DEFENDANT AT 4334 S. HEVERLY BLVD., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO THEODORE R. FLICK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BRONSON	15518	10.00
SHERIFF HAWKINS	BRONSON	15518	72.32


FILED
0/2:55 LM
JUL 25 2007

William A. Shaw
Prothonotary/Clerk of Courts

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	:	CIVIL ACTION LAW
	:	
vs.	:	
	:	
THEODORE R FLICK	:	No. 2007-446-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 Amended Complaint within twenty (20) days of the date of this ORDER.

BY THE COURT:

J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CSGA, LLC

vs.

THEODORE R FLICK

CIVIL ACTION LAW

No. 2007-446-CD

FILED ^{cc}
M 11:14 (5) Amy Felzer
AUG 08 2007 (CR)
William A. Shaw
Prothonotary/Clerk of Courts

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

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

1. Denied that either the signed agreement or the specific statements are required by the Pennsylvania Rules of Civil Procedure, as an Unjust Enrichment clause has also been pleaded by the Plaintiff. While a request has been made for such documents, a signed agreement may in fact not exist, as many such applications are taken over the phone or pursuant to requests for credit made on the computer. In addition, defendant has failed to provide any evidence that he at any time disputed any of the charges which are the subject matter of Plaintiff's complaint.
2. Admitted.
3. Denied. As an unjust enrichment count is contained in the complaint, and as Defendant has first hand knowledge of his use of the credit card; and as defendant


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: _____

8/6/07



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

5

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

CSGA, LLC,
Plaintiff

vs.

THEODORE R. FLICK,
Defendant

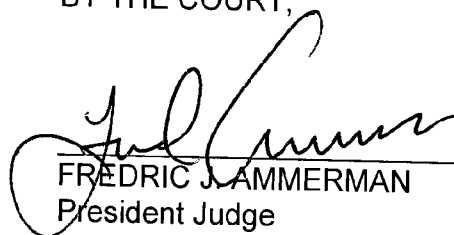
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NO. 07-446-CD

ORDER

NOW, this 21st day of August, 2007, due to a scheduling conflict, it is the ORDER of this Court that the hearing on the Defendant's Preliminary Objections to Plaintiff's Amended Complaint be and is hereby **rescheduled** from the 14th day of September, 2007, at 1:30 p.m. to the **24th day of September, 2007 at 2:00 p.m.** in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

019:4561
AUG 22 2007

100 Augs:

Felzer

Geashart

William A. Shaw
Prothonotary/Clerk of Courts

(CK)

FILED

AUG 22 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/22/07

____ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

____ Plaintiff(s) X Plaintiff(s) Attorney ____ Other

____ Defendant(s) X Defendant(s) Attorney

____ Special Instructions:

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CSGA, LLC

:

-VS-

: No. 07-446-CD

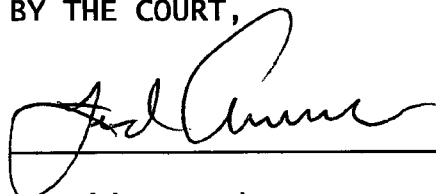
THEODORE FLICK

:

O R D E R

AND NOW, this 24th day of September, 2007,
following argument on the Preliminary Objections to
Plaintiff's Amended Complaint, with the Court noting that
the Plaintiff has failed to comply with the specific
provisions of this Court's Order of May 30, 2007, and in
consideration thereof, it is the ORDER of this Court that
the Amended Complaint be and is hereby dismissed, with
prejudice.

BY THE COURT,



President Judge

FILED

SEP 24 2007

William A. Shaw
Prothonotary/Clerk of Courts

acc
Atty's
Devent
(local
Counsel for P/H)

and
Geashart

(SIC)