

07-549-CD  
Comm Fin. Systems vs J. McCaulley

Comm Fin vs Jonathan McCaulley  
2007-549-CD

Date: 11/28/2007

Clearfield County Court of Common Pleas

User: LMILLER

Time: 02:04 PM

ROA Report

Page 1 of 2

Case: 2007-00549-CD

Current Judge: Fredric Joseph Ammerman

Commonwealth Financial Systems, Inc. vs. Jonathan G. McCauley

Civil Other

Date		Judge
4/9/2007	New Case Filed.	No Judge
	✓ Filing: Civil Complaint Paid by: Michael F. Ratchford Esq Receipt number: 1918484 Dated: 4/9/2007 Amount: \$85.00 (Check) 1CC shff and 1 CC atty.	No Judge
5/30/2007	✓ Letter from Defendant stating that he wished to plead innocent/not guilty due to the fact that this account was settled in Feb. 2004. Filed by s/ Jonathan McCauley, Defendant. No CC	No Judge
8/22/2007	✓ Sheriff Return, April 19, 2007 at 3:44 pm Served the within Complaint on Jonathan G. McCauley. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Abrahamsen \$30.00	No Judge
8/30/2007	✓ Preliminary Objections to Plaintiff's Complaint, filed by s/ Richard A. Ireland, Esquire. 2CC Atty. Ireland	No Judge
	✓ Praeipe, Pursuant to Clearfield County Local Rule No.s 211 and 1028(c), please direct the Court Administrator to establish an argument schedule for the Preliminary Objections filed in the above captioned case, or such other proceeding as the court sees fit. Filed by s/ Richard A. Ireland, Esquire. 2CC Atty. Ireland	No Judge
8/31/2007	✓ Order, this 31st day of August, 2007, it is Ordered that argument on Def.'s Preliminary Objections are scheduled for Sept. 28, 2007 at 2:30 p.m. in Courtroom 3. It is the responsibility of the Def.'s Counsel to serve certified copy of said scheduling order on the Plaintiff's Counsel. By The Court, /s/ Fredric J. ammerman, Pres. Judge. 4CC Atty. Ireland	John K. Reilly Jr.
9/19/2007	✓ Amended Complaint, filed by s/ Michael F. Ratchford, Esquire. 1CC to Atty.	John K. Reilly Jr.
9/25/2007	✓ Certificate of Service, filed. That on August 31, 2007, served a copy of Defendant's Preliminary Objections to Plaintiff's Complaint in the above captioned matter to Michael F. Ratchford Esq., filed by s/ Richard A. Ireland Esq. 2CC Atty Ireland Esq.	John K. Reilly Jr.
9/28/2007	✓ Order, this 28th day of Sept., 2007, Preliminary Objections are sustained and Plaintiff's Complaint and Amended Complaint Dismissed. By The Court, /s/ John K. Reilly, Jr., Senior Judge. 2CC Attys: Ratchford, Ireland	John K. Reilly Jr.
10/12/2007	✓ Plaintiff's Motion for Reconsideration of the Defendant's Preliminary Objections, filed by Atty. Ratchford.	John K. Reilly Jr.
10/17/2007	✓ Order, this 17th day of Oct., 2007, Plaintiff's Motion for Reconsideration of Court's Order of Sept. 28, 2007 is Granted. The Order of Sept. 28, 2007 is vacated. The Defendant may file preliminary objections to the Plaintiff's Amended Complaint within no more than 20 days from this date. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Ratchford	Fredric Joseph Ammerman
11/5/2007	✓ Preliminary Objections to Plaintiff's Amended Complaint, filed by s/ Richard A. Ireland, Esquire. 3CC Atty. Ireland	John K. Reilly Jr.
	✓ Praeipe, Please direct the Court Administrator to establish an argument schedule for the Preliminary Objections filed in the above case, or such other proceeding as the court sees fit. Filed by s/ Richard A. Ireland, Esquire. 3CC Atty. Ireland	John K. Reilly Jr.

Date: 11/28/2007

**Clearfield County Court of Common Pleas**

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ROA Report

Page 2 of 2

Case: 2007-00549-CD

Current Judge: Fredric Joseph Ammerman

Commonwealth Financial Systems, Inc. vs. Jonathan G. McCaulley

Civil Other

Date		Judge
11/8/2007	✓ Order, this 8th day of Nov., 2007, upon receipt of the Defendant's Preliminary Objections to Plaintiff's Amended Complaint, it is Ordered that argument on the Defendant's Preliminary Objections is scheduled for the 7th day of Dec., 2007, at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. ammerman, Pres. Judge. 1CC Attys: Ratchford, Ireland	Fredric Joseph Ammerman
11/28/2007	✓ Plaintiff's Response to Defendant's Preliminary Objections, filed by s/ Michael F. Ratchford, Esquire. 2CC Atty. Ratchford	Fredric Joseph Ammerman

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial Systems, Inc  
120 N. Keyser Ave.  
Scranton PA 18504

Plaintiff

vs.

Jonathan G. McCaulley  
318 W 6<sup>th</sup> Ave.  
Clearfield, PA 16830

Defendant

CIVIL ACTION

NO: 07-549-CD

**NOTICE TO DEFEND**

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

MIDLAND LEGAL SERVICES  
211 ½ EAST LOCUST STREET MARINO BUILDING  
CLEARFIELD, PA 16830  
(814) 765-9646

FILED <sup>pd \$85.00</sup> <sup>AAH</sup>  
m/ 1:35pm <sup>ICC AAH</sup>  
APR 09 2007 <sup>ICC SHH</sup>  
(S)

William A. Shaw  
Prothonotary Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial Systems, Inc	:	
120 N. Keyser Ave.	:	CIVIL ACTION
Scranton PA 18504	:	
Plaintiff	:	
	:	
vs.	:	NO:
	:	
Jonathan G. McCaulley	:	
318 W 6 <sup>th</sup> Ave.	:	
Clearfield, PA 16830	:	
Defendant	:	

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**COMPLAINT**

Plaintiff, Commonwealth Financial Systems, Inc, by and through its attorneys, Edwin A. Abrahamsen & Associates, P.C., complains of the Defendant as follows:

1. Plaintiff, Commonwealth Financial Systems, Inc, (hereinafter "Plaintiff") is a Pennsylvania corporation with a principal place of business located at 120 N. Keyser Ave. Scranton PA 18504.
2. The Defendant Jonathan G. McCaulley (hereinafter "Defendant") is an adult individual residing at 318 W 6th Ave. Clearfield PA 16830.
3. At all relevant times herein, Plaintiff was engaged in the business of debt purchase and collection.
4. Defendant applied for and received a credit card issued by FUSA with the account number 4417128026123743.
5. The within account was sold by FUSA to Unifund for valuable consideration and all rights under said accounts were assigned to Unifund. (See, Bill of Sale, Affidavit and Assignment attached hereto as Exhibit "A.")

6. On or about January 7, 2004 Plaintiff was assigned all rights to certain credit card accounts from Unifund, including the account opened by Defendant with account number 4417128026123743. (See, Bill of Sale, Affidavit, and Assignment attached hereto as Exhibit "B.")

7. Use of the FUSA credit card was subject to the terms of the Cardmember Agreement, a copy of which was sent to the Defendant along with the credit card. (See, Copy of Cardmember Agreement, attached hereto and marked Exhibit "C.")

8. Defendant used the FUSA credit card account number 4417128026123743, for purchases, cash advances and/or balance transfers.

9. The Defendant was mailed account statements relative to the Defendant's use of the subject credit card.

10. The Defendant defaulted under the terms of the Agreement by failing and refusing to make monthly payments on the account as they became due.

11. The account became delinquent on February 12, 2004.

12. The principal amount was \$19,101.14 at the time it was received by Plaintiff.

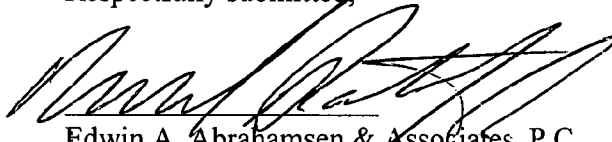
13. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 12.24.

14. The total amount due and owing the Plaintiff including interest, is \$29,630.03.

15. Pursuant to the terms of the Agreement, Defendant is liable for Plaintiff's court costs and reasonable attorney's fees in the amount of 25% of the balance.

WHEREFORE, Plaintiff requests judgment in its favor and against Defendant in the amount of \$29,630.03 plus costs of suit, reasonable attorneys' fees and any other relief as the Court deems just and appropriate.

Respectfully submitted,

A large, stylized handwritten signature in black ink, likely belonging to Edwin A. Abrahamsen, is written over the typed name.

Edwin A. Abrahamsen & Associates, P.C.

Michael F. Ratchford, Esquire

Scott J. Best, Esquire

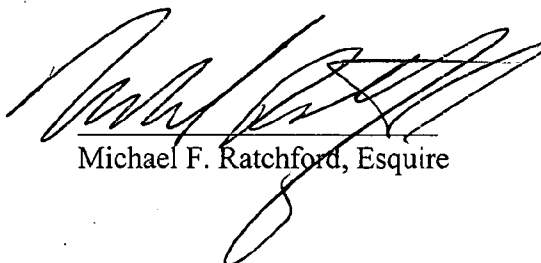
Attorney I.D. Nos.: 86285/93600

120 N. Keyser Avenue

Scranton, PA 18504

**VERIFICATION**

I, Michael F. Ratchford, attorney for Plaintiff, Commonwealth Financial Systems, Inc, am fully familiar with the facts set forth in the within Complaint and am authorized to make this Verification on behalf of Plaintiff. I Verify that the facts set forth in the within allegations are true and correct to the best of my knowledge, knowing that any false statements are punishable by law pursuant to 18 C.S.A. 4904.



Michael F. Ratchford, Esquire



8032  
FUSA

# Exhibit A

## EXHIBIT A

### BILL OF SALE

Bank One, Delaware NA ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Flow Purchase Agreement dated July 23, 2003 between Seller and Unifund CCR Partners, ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Applicable Cut-Off Date of October 21, 2003 all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit "1" attached hereto and made part hereof for all purposes.

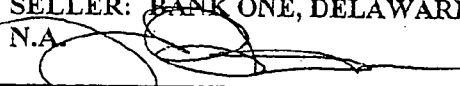
Number of Accounts	13,926
Total Unpaid Balances	\$78,428,837.47

Amounts due to Seller by Purchaser in hereunder shall be paid U.S. Dollars by a wire transfer to be received by Seller on ~~September~~ 29, 2003 (the "Applicable Closing Date") by 3:00 p.m. Seller's time, as follows: October

#### Bank One, Delaware NA

c/o Federal Reserve Bank-Philadelphia  
ABA: 031 100 393  
Account: 407253-1061000000  
Attention: Marcos Castillo

This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

SELLER: BANK ONE, DELAWARE N.A. 	BUYER: UNIFUND CCR PARTNERS
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By: 

Title: Vice President

Date: 10/23/2003

By: 

Title: Chairman / CEO

Date: 10/23/03

# Exhibit B

## unifund

Unifund CCR Partners

### BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Commonwealth Financial Systems, Inc. ("Purchaser"), dated as of December 30, 2003 (the "Agreement"), does hereby sell, assign and transfer to Purchaser all of its good and marketable title, free and clean of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectibility, or otherwise, except to the extent stated in the Agreement.

Executed on 30 Dec 2003

UNIFUND CCR PARTNERS

By Credit Card Receivables Fund, Inc.

Its General Partner

By 

David Rosenberg  
President

For Unifund Use ONLY

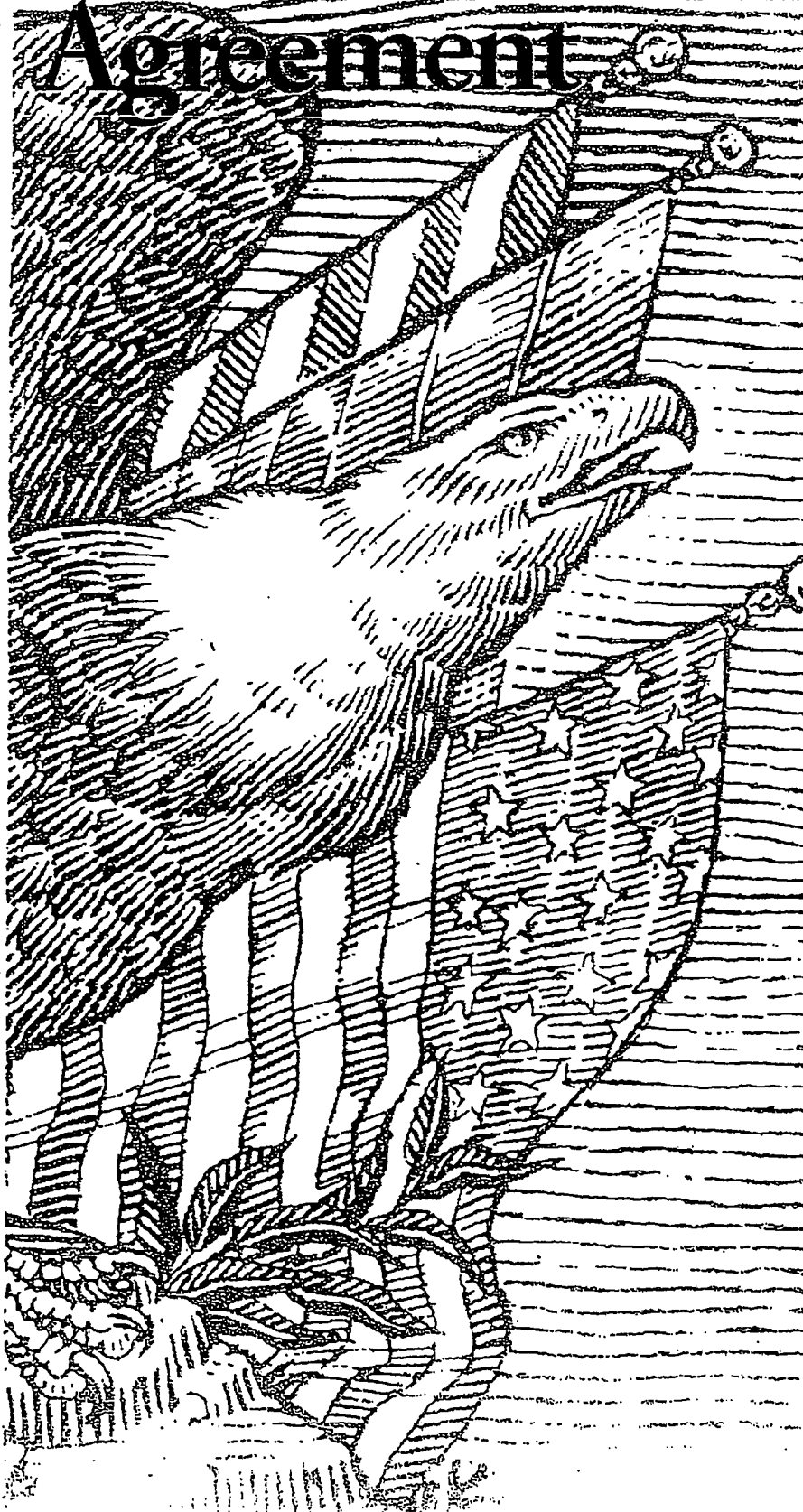
14

Client #	PID	CID #

STANDARD  
FUSA / CHASE BANK  
AGREEMENT

Exhibit C

# Cardmember Agreement



## Cardmember Agreement

This is the Agreement that establishes the terms of your Cardmember Account ("Account") with First USA Bank, N.A. (including accounts opened with us through other banks that participate in our MasterCard/Visa program and whose name may be on the face of your Card). Please read it carefully and keep it for your records. You do not need to sign this Agreement, but please be sure to sign the back of your Card if you have not already done so. All extensions of credit in connection with your Account are being made by First USA Bank, N.A. in Wilmington, Delaware. Any use of your Card or Account confirms your acceptance of the terms and conditions of this Agreement.

**Definitions:** In this Agreement, the words "you" and "your" refer to each person (jointly and severally if more than one) who has applied for the Account and any other person who has agreed to be responsible for the Account. The words "we", "us" and "our" refer to First USA Bank, N.A., a national banking association. "Card" refers to each MasterCard and/or Visa Card that is issued on your Account. The Card must be returned or surrendered to us or our agent upon request.

**Using Your Account:** You may use your Card or Account to purchase or lease goods or services or pay amounts you owe wherever the Card is honored or transfer balances from other accounts ("Purchases"). You may also use the Card to obtain cash loans ("Cash Advances") from any financial institution that accepts the Card. You agree to accept credits to your Account instead of cash refunds when the original Purchase was charged to your Account.

We may issue "Convenience Checks" to you which may be used to access your credit line. Use of a Convenience Check will be treated as a "Purchase" in the amount of your check. Each Convenience Check will contain your Account number and may be used only by the person(s) whose name(s) is/are printed on it. Each must be completed and signed by you (or either of you) in the same manner as a regular personal check. If we provide Convenience Checks for your Account, you may not use them to pay any amount you owe under your Cardmember Agreement or under any other credit agreement or account you may have with us, Bank One or any of our related banks.

**Obligations On Your Account:** You authorize us to pay and charge your Account for all Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You promise to pay us for all of these Purchases and Cash Advances, plus any Finance Charges assessed on your Account and any other charges and fees which you may owe us under the terms of this Agreement. You will be obligated to pay authorized charges to your Account whether resulting from (1) actual use of your Card or Convenience Checks, (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card or (3) any other circumstance where you authorize a charge, or authorize someone else to make a charge, to your Account. Each person who is included within the definition of the term "you", above, is responsible to pay the full amount owed on the Account. We may require that you pay the full amount owed without first asking the other person(s) to pay. All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument must be drawn on a U.S. bank or a U.S. branch of a foreign bank. Subject to any mandatory provisions of applicable law, we will apply your payments to the balances in your Account in whatever manner we determine.

**Credit Line/Authorized Usage:** Your credit line is shown on the folder containing your Card. Since we may change your credit line from time to time, your latest credit line will appear on your monthly statement. You agree not to make a Purchase or obtain a Cash Advance that would cause the unpaid balance of your Account to exceed your credit line. We may honor Purchases and Cash Advances in excess of your credit line at our sole discretion. If we do, this Agreement also applies to that excess and you agree to pay the excess immediately if we request that you do so. You agree that we may change or cancel your credit line at any time without affecting your obligation to pay amounts that you owe under this Agreement. We may designate that only a portion of your credit line is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your credit line for all purposes of this Cardmember Agreement. For security reasons, we may limit the number or dollar amount of Purchase, Cash Advance and/or Convenience Check transactions that may be accomplished with your Card or Account, and we have the right to limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary to verify payments received on your Account.

**Periodic Statements:** We will send a statement at the end of each monthly billing cycle in which your Account has a debit or credit balance of more than \$1.00 or if a Finance Charge has been imposed. Among other things, your monthly statement will show your New Balance, any Finance Charge, your credit line and available credit, your Minimum Monthly Payment and the Payment Due Date.

**Minimum Monthly Payment:** If the New Balance shown on your monthly statement is less than \$10.00, your Minimum Monthly Payment (due by the Payment Due Date) is your New Balance. Otherwise, the Minimum Monthly Payment for each billing cycle will be the greater of \$10.00 or the total of (1) 2% of the New Balance, plus (2) any amount past due, plus (3) if we so elect, any amount over your credit line at the time of billing. You may pay more than the Minimum Monthly Payment and may at any time pay the full amount you owe us.

**Finance Charges:** There is a minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges in any billing cycle in which you owe a FINANCE CHARGE.

We calculate the "balance subject to FINANCE CHARGE" separately for Purchases and Cash Advances. For Cash Advances we will add a Periodic FINANCE CHARGE from the day you take the Cash Advance until the day we receive payment in full. However, you have a grace period for Purchases. You will not pay a Periodic FINANCE CHARGE on current or previous Purchases if you paid your New Balance in full by the Payment Due Date on your previous statement (or that balance was zero or a credit amount) and you pay your New Balance in full by the Payment Due Date on your current statement.

To determine the Periodic FINANCE CHARGE we apply the applicable Daily Periodic Rate to the daily balances of Purchases, Cash Advances and previous billing cycle Purchases. The sum of these daily calculations is the total Periodic FINANCE CHARGE. Purchases and Cash Advances are included in your daily balance as of the later of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that Convenience Checks always are included when accepted by the payee).

The daily balances for current cycle Purchases and Cash Advances and previous cycle Purchases are calculated separately and determined as follows:

1. **Current Cycle Purchases and Cash Advances.** We start with the outstanding balance at the beginning of the current billing cycle. We take the beginning balance of Purchases and Cash Advances

on your Account each day, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, add any new Purchases (including fees that are treated as Purchases) and new Cash Advances and then subtract any payments or credits. This gives us the separate daily balances for Purchases and Cash Advances.

**2. Previous Cycle Purchases.** We start with the outstanding balance at the beginning of the previous billing cycle. We take the beginning balance of Purchases on your Account each day during that billing cycle, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, and add any new Purchases (including fees that are treated as Purchases) and subtract any payments or credits. This gives us the separate daily balance for previous billing cycle Purchases. However, the daily balance for previous cycle Purchases is considered to be zero for each day of the previous billing cycle if you paid in full the New Balance on your previous statement by the Payment Due Date or a Periodic FINANCE CHARGE was already imposed on the purchases itemized on your previous statement.

If we have "special" periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related Periodic FINANCE CHARGES will be calculated in the same manner as described above for current or previous cycle transactions, as applicable.

We figure another portion of the Finance Charge on your Account by adding a one-time Cash Advance FINANCE CHARGE for each Cash Advance when it is obtained. The amount of the Cash Advance FINANCE CHARGE is stated in the Table of Interest Charges.

The total Finance Charge on your Account for a monthly billing cycle will be the sum of the Periodic FINANCE CHARGES plus any Cash Advance FINANCE CHARGES.

This Agreement provides for compounding of Finance Charges (interest).

**Other Interest Charges:** In addition to the Finance Charges discussed above, the following interest charges will be applicable to your Account:

**Annual Membership Fee** — You agree to pay us when billed each year (subject to applicable federal law) a non-refundable annual membership fee in the amount stated in the Table of Interest Charges for the privileges you have under this Agreement, whether or not you exercise those privileges. Your payment of this fee will not affect any of our rights under this Agreement, including our right to terminate your Account.

**Late Fee** — If we do not receive a payment from you in at least the amount of your Minimum Monthly Payment by the Payment Due Date shown on your monthly statement, we may charge you a late payment fee in the amount stated in the Table of Interest Charges. You will only be charged one late payment fee for any Minimum Monthly Payment which is not paid by the Payment Due Date.

**Return Check Fee** — If your bank does not honor the check you gave us to pay amounts you owe under this Agreement, or we must return a check because it is not signed or is otherwise irregular, we may charge you a return check fee in the amount stated in the Table of Interest Charges.

**Overlimit Fee** — We have the right to charge an overlimit fee in the amount stated in the Table of Interest Charges: (1) if your Account balance exceeds your applicable credit line at any time during a monthly cycle; or (2) if you make a Purchase or obtain a Cash Advance at a time when your Account balance is over your credit line.

**Administrative Fees** — If you request photocopies of sales slips or duplicate copies of monthly statements, or if you request more than two Cards or any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services, as from time to time in effect. The present charges for such services are specified in the Table of Interest Charges. However if you request items such as sales slips or duplicate statements in connection with any disputed billing matter (see "Your Billing Rights"), we will not impose a fee if a billing error is disclosed.

Unless otherwise arranged between us, the annual membership fee and any late, return check, overlimit or administrative fee will be added to your Account and treated as a Purchase.

**Default/Collection Costs:** Your Account will be in default and we may demand immediate payment of the entire amount you owe us without giving you prior notice if: (1) in any month we do not receive your Minimum Monthly Payment by the Payment Due Date; (2) you make Purchases or obtain Cash Advances in excess of your credit line; (3) you fail to comply with this Agreement; (4) there is a filing for your bankruptcy; (5) you die or become incapacitated; or (6) we believe in good faith that the payment or performance of your obligations under this Agreement is impaired for any other reason. As permitted by applicable law, you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under this Agreement (including court costs and the fees of any collection agency to which we refer your Account) and, in the event we refer your Account after your default to an attorney who is not our regularly salaried employee, you agree to pay the reasonable fees of such attorney. We will not be obligated to honor any attempted use of your Account if a default has occurred or we have determined to terminate your Account or limit your Account privileges (as discussed below).

**Arbitration:** Any claim, dispute or controversy ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or your Account, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved by binding arbitration by the National Arbitration Forum, under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, [www.arb-forum.com](http://www.arb-forum.com), or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 judgment upon any arbitration award may be entered in any court having jurisdiction.

Σ This arbitration agreement applies to all Claims now in existence or that may arise in the future except for Claims by or against any unaffiliated third party to whom ownership of your Account may be assigned after default (unless that party elects to arbitrate). Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owed by either party to the other under this Agreement.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT YOU AND WE MAY OTHERWISE

Arbitration

HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT, AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS, BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

**Termination:** We may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time (and list your Account in warning bulletins) without notice or liability. If we ask, you must return your Cards and any unused Convenience Checks to us, cut in half. You agree that you will not try to make a Purchase or obtain a Cash Advance after you have been notified that your privilege to use your Account has been terminated. You may terminate this Agreement at any time. If you do, you must return to us all Cards and Convenience Checks previously issued on the Account. If you call us, we may require that you confirm your intent to terminate in writing. Your or our termination will not affect your existing obligations under this Agreement or your liability for all charges posted to your Account prior to the time all Cards and unused Convenience Checks issued on your Account are returned to us.

**Notices:** We will send statements and any other notices to you at the address shown in our files. If this is a joint account, we can send statements and notices to either of you. You promise to inform us promptly in writing of any change in your address. We may in our discretion accept address corrections from the United States Postal Service.

**Foreign Currency Transactions:** Transactions in foreign currencies will be converted to U.S. Dollars and posted to your Account at the exchange rate determined by MasterCard or VISA (or their affiliates), using their then current currency conversion procedures and charges. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion, increased by the applicable conversion charge determined by MasterCard or VISA. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

**Skip/Promotional Features:** From time to time, we may let you skip or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain Finance Charges on all or a portion of your Account balance or offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and terms will resume.

**Change in this Agreement:** We can change the terms of this Agreement, including the ANNUAL PERCENTAGE RATE and any fees, at any time. We will notify you of the change. As permitted by applicable law, any change in this Agreement will become effective at the time stated in our notice and unless we state otherwise, the change will apply to all outstanding balances in your Account as well as to new transactions.

**Credit Information:** You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants and credit reporting agencies. We may share information about you with our affiliated companies.

**Sharing Information with Affiliated Companies:** We may share information about you with our affiliated companies. You may request that we do not share information (other than that related to your Account) with our affiliates by writing to us at First USA Bank, N.A., FCRA Opt Out, P.O. Box 8865, Wilmington, DE 19899-8865. Please include your name, address and account number with your request.

**Cardmember Lists:** From time to time, we may share our cardmember lists with companies whose products and services we think will be of interest to you. We carefully review these offers to make sure they meet our standards. You may request that your name not be given to these companies by writing us at First USA Bank, N.A., P.O. Box 8651, Wilmington, DE 19899-8651. Please include your name, address and account number with your request.

**Phone Calls:** In the regular course of our business we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.

**Refusal To Honor Card:** We are not responsible for refusals to honor your Card or Convenience Checks. And, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of your Account.

**Irregular Payments And Delay In Enforcement:** We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that we may at any time honor a Purchase or Cash Advance in excess of your maximum credit line does not obligate us to do so again.

**Liability For Unauthorized Use Of Your Account:** If your Card or Convenience Checks are lost or stolen or if you are afraid someone may use your Account without your permission, you must notify us at once. You may be liable for that unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify First USA Bank, N.A., by writing to us at P.O. Box 8651, Wilmington, DE 19899-8651, or verbally by calling us at 1-800-677-7101, of the loss or theft of your Card or Convenience Checks or the possible unauthorized use of your Account. In any case, your maximum liability is \$50.00. We may terminate or limit access to your Account if you have notified us or we have determined that your Card or Convenience Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

**Assignment:** We may at any time assign your Account, any sums due on your Account, this Agreement or our rights or obligations under this Agreement. The person(s) to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned.

**GOVERNING LAW:** THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAW OF THE STATE OF DELAWARE AND, AS APPLICABLE, FEDERAL LAW.

**Inquiries Or Questions:** You may address any inquiries or questions which you have about your Account to: First USA Bank, N.A., P.O. Box 8651, Wilmington, Delaware 19899-8651, or you may call us at 1-800-677-7101. If you telephone us instead of writing, you may lose certain rights the law gives you to dispute billing errors (see "Your Billing Rights").

**YOUR BILLING RIGHTS**  
**Keep This Notice For Future Use**

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

**Notify Us In Case Of Errors Or Questions About Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at First USA Bank, N.A., P.O. Box 8651, Wilmington, Delaware 19899-8651. 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.

**Your Rights And Our Responsibilities After We Receive Your Written Notice**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

**Special Rule For Credit Card Purchases**

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

- (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, 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 services.

**FIRST USA®**

First USA Bank  
Post Office Box 8650  
Wilmington, DE 19899-8650

Richard W. Vague  
President  
Chief Executive Officer

# FIRST USA

Dear Cardmember:

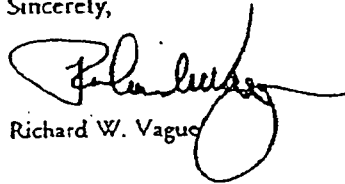
We would like to express our pleasure in having you as a valued Cardmember of First USA Bank. We are looking forward to providing you the superior service and exceptional benefits you deserve.

In this booklet, you will find your Cardmember Agreement. Please take the time to read your Agreement and keep it in a safe place for future reference. Before you start using your account and enjoying its many privileges, please be sure to sign the back of your card.

Our Cardmember service representatives are at your service 24 hours a day, 365 days a year at 1-800-955-9900. Please feel free to call us at your convenience, or write us at the above referenced address if we can assist you in any way.

Again, thank you for the opportunity to serve you.

Sincerely,



Richard W. Vague

A First USA Company  
Member FDIC



COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Commonwealth Financial Systems Inc.  
(Plaintiff)

CIVIL ACTION

120 North Keyser Av.  
(Street Address)

No. 10 2660

Scranton, Penna. 18504  
(City, State ZIP)

Type of Case: 07-549-CD

Type of Pleading: Not Guilty

VS.

Filed on Behalf of:

Jonathan McCauley  
(Defendant)

Defendant  
(Plaintiff/Defendant)

318 West 6th  
(Street Address)

CIFD PA 16830  
(City, State ZIP)

Jonathan McCauley  
(Filed by)

318 West 6th CIFD PA 16830  
(Address)

814 765-6908  
(Phone)

Jonathan McCauley  
(Signature)

FILED NO  
MAY 30 2007 CC  
EX

William A. Shaw  
Prothonotary/Clerk of Courts

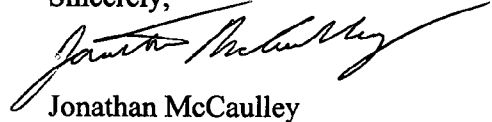
Jonathan McCaulley,  
318 West 6<sup>th</sup> St.,  
Clearfield, PA 16830

Court of Common Pleas - Clearfield County  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Dear Clerk of Courts,

In case number 102660, I would like to plead innocent/not guilty. Due to the fact that this account was settled in February of 2004. I have papers in my possession to show that this account was settled. Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jonathan McCaulley", written in dark ink.

Jonathan McCaulley

5-8-2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102660  
NO: 07-549-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC.  
vs.  
DEFENDANT: JONATHAN G. MCCAULLEY

SHERIFF RETURN

NOW, April 19, 2007 AT 3:44 PM SERVED THE WITHIN COMPLAINT ON JONATHAN G. MCCAULLEY DEFENDANT AT 318 W 6TH AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JONATHAN G. MCCAULLEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED  
013.22.07  
AUG 22 2007  
LN

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	ABRAHAMSEN	2338	10.00
SHERIFF HAWKINS	ABRAHAMSEN	2338	20.00

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,

  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.  
120 N. KEYSER AVE.  
SCRANTON PA. 18504  
PLAINTIFF

vs.

JONATHAN G. MCCAULLEY  
318 W. 6th AVE.  
CLEARFIELD PA. 16830  
DEFENDANT

CIVIL ACTION

NO: 07-549-CD

PRELIMINARY OBJECTIONS TO  
PLAINTIFF'S COMPLAINT

FILED ON BEHALF OF DEFENDANT

COUNSEL FOR DEFENDANT:

RICHARD A. IRELAND, ESQ.  
PA ID# 42556

PO BOX 924  
CLEARFIELD PA 16830

(814) 765-5605

DATED: 8.30.07

FILED <sup>2cc</sup>  
012:44/511  
AUG 30 2007  
Atty Ireland  
CK

William A. Shaw  
Prothonotary/Clerk of Courts

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

COMMONWEALTH FINANCIAL  
SYSTEMS, Inc  
120 N. Keyser Ave.,  
Scranton, PA 18504                      Plaintiff

NO: 07-549-CD

vs.

JONATHAN G. MCCAULLEY  
318 W. Sixth Avenue  
Clearfield, PA 16830                      Defendant

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

AND NOW COMES, Jonathan G. McCaulley, by and through his Attorney, Richard A. Ireland, who pursuant to Pa.R.C.P. No. 1028 preliminarily objects to Plaintiff's Complaint and moves for its dismissal as follows:

**I. PRELIMINARY OBJECTION TO DISMISS / STRIKE COMPLAINT FOR FAILURE TO CONFORM TO LAW OR RULE OF COURT. Pa.R.C.P. No. 1028 (a)(2).**

- 1) Plaintiff's Complaint fails to comply with Pa. R.C.P. No. 1019 (h) and Pa. P.C.P. No., 1019 ( i ) in that the Complaint fails to state whether the alleged agreement between the parties is oral or written and further fails to attach any writing evidencing a contract between the parties.

Rules 1019 (h) and 1019 ( i ) read as follows:

(h) When any claim or defense is based upon an agreement, the pleading shall state specifically if the agreement is oral or written.

*Note:* If the agreement is in writing, it must be attached to the pleading. See subdivision (i) of this rule.

(i) When any claim or defense is based upon a writing, the pleader shall attach a copy of the writing, or the material part thereof, but if the writing or copy is not accessible to the pleader, it is sufficient so to state, together with the reason, and to set forth the substance in writing.

Plaintiff has attached to the Complaint a generic "Cardholder Agreement" (PL's Exhibit "C") which is not particular to the Defendant or signed by him. Plaintiff has further failed to attach any writing of any kind evidencing a contract between FUSA and the Defendant nor has its absence been explained on the Complaint as required by Pa.R.C.P. No. 1019 (h) and (i).

WHEREFORE, Defendant respectfully requests that the court sustain Defendant's Preliminary Objection and dismiss Plaintiff's Complaint.

**II. PRELIMINARY OBJECTION TO DISMISS / STRIKE COMPLAINT FOR FAILURE TO CONFORM TO LAW OR RULE OF COURT. Pa. R.C.P. No.1028(a)(2).**

2. Plaintiff's Complaint fails to comply with PA P.C.P. No. 1019 (h) and Pa P.C.P. No. 1019 (i) in that the Complaint fails to attach any writing in the form of a contract which assigns any account purporting to be that of the Defendant in this case to Plaintiff. While the Plaintiff alleges two(2)
3. assignments relative to this case and has attached two exhibits (PL's Exhibits A&B), neither exhibit evidences an assignment relative to the Defendant, either by name or alleged account number. Such specific written assignment is an essential part of Plaintiff's case and is a document upon which Plaintiff must rely to have standing to sue this Defendant; Rule 1019 therefore requires its attachment as an exhibit.

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objection and dismiss / strike Plaintiffs Complaint.

**III. PRELIMINARY OBJECTION TO DISMISS / STRIKE COMPLAINT FOR FAILURE TO CONFORM TO LAW OR RULE OF COURT. Pa R.C.P. No.1028(a)(2) and FAILURE TO PRESENT SUFFICIENT SPECIFICITY IN THE COMPLAINT. Pa.R.C.P. No. 1028(a)(3).**

- 3.) Plaintiff's Complaint fails to comply with Pa. R.C.P. No.1019(f) in that it lacks the specificity required by the Rules.

Pa.R.C.P.No. 1019(f):

(f) Averments of time, place and items of special damage shall be specifically stated.

The Complaint contains claims for alleged money owed but fails to provide any documentation of charges allegedly made by the Defendant. The Plaintiff here steps into the shoes of the original creditor and must allege the specific items for which he seeks compensation. Plaintiff, or anyone in his position, at the least must furnish dates of transactions, amounts and items purchased so as to enable the Defendant to properly prepare an answer to the Complaint.

WHEREFORE, Defendant respectfully requests that the Court sustain Defendants Preliminary Objection and dismiss / strike Plaintiff's Complaint.

**IV. PRELIMINARY OBJECTION TO DISMISS / STRIKE THE COMPLAINT FOR  
FAILURE TO CONFORM TO LAW OR COURT RULE.Pa.R.C.P.No.1028(a)(2).**

- 4.) Plaintiff's Complaint fails to comply with Pa.R.C.P. Rule 1024 ( c ) in that it does not satisfy the verification requirements for pleadings.

Rule 1024 ( c );

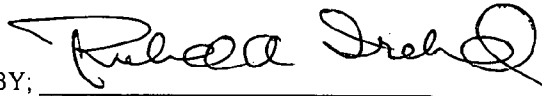
(c) The verification shall be made by one or more of the parties filing the pleading unless all the parties (1) lack sufficient knowledge or information, or (2) are outside the jurisdiction of the court and the verification of none of them can be obtained within the time allowed for filing the pleading. In such cases, the verification may be made by any person having sufficient knowledge or information and belief and shall set forth the source of the person's information as to matters not stated upon his or her own knowledge and the reason why the verification is not made by a party.

The Plaintiff in this action is Commonwealth Financial Systems, Inc. and not Michael F. Ratchford, Esquire who made the verification of this Complaint. Mr Ratchford is not a party to this action, nor has he alleged that the parties either lack sufficient knowledge or information or are outside the jurisdiction of the court and time restrictions prevent the obtaining of their verification, as required by the rule.

Further, even if such were the case, Mr. Ratchford has not stated the "source" of his knowledge or information as verifier ; and he has not stated the reason why the verification is not made by a party, both of which are required by the Rule.

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objection and dismiss/strike Plaintiffs Complaint.

RESPECTFULLY SUBMITTED

BY: 

Richard A. Ireland , Esq.  
ID # 42556  
PO BOX 924  
Clearfield PA. 16830  
(814) 765- 5605

DATE: 8-30-07

FILED

AUG 30 2007

William A. Shaw  
Prothonotary/Clerk of Courts

CA



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.  
120 N. KEYSER AVE.  
SCRANTON PA. 18504  
PLAINTIFF

vs.

JONATHAN G. MCCAULLEY  
318 W. 6th AVE.  
CLEARFIELD PA. 16830  
DEFENDANT

CIVIL ACTION

NO: 07-549-CD

TO: THE PROTHONOTARY

PRAECIPE

Pursuant to Clearfield County Local Rule No.s 211 and 1028(c), please direct the Court Administrator to establish an argument schedule for the Preliminary Objections filed in the above captioned case, or such other proceeding as the court sees fit.

Signed: 

RICHARD A. IRELAND, ESQ.  
ID# 42556  
PO BOX 924  
CLEARFIELD PA 16830  
(814) 765-5605

DATE: 8-30-07

FILED

AUG 30 2007

2cc  
Atty Ireland  
(GK)

William A. Shaw  
Prothonotary/Clerk of Courts

[A]

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

COMMONWEALTH FINANCIAL  
SYSTEMS, INC.

vs.

JONATHAN G. MCCAULLEY

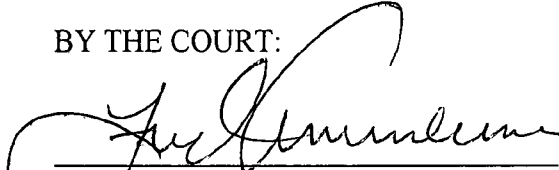
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: No. 07-549-CD  
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**ORDER**

AND NOW, this 31<sup>st</sup> day of August, 2007, it is the ORDER of the Court that argument on Defendant's Preliminary Objections in the above-captioned matter be and are hereby scheduled for **Friday, September 28, 2007 at 2:30 P.M.**, in Courtroom No. 3, Clearfield County Courthouse, Clearfield, PA, before the Honorable John K. Reilly, Jr., Senior Judge, Specially Presiding.

It is the responsibility of the Defendant's Counsel to serve certified copy of said scheduling Order on the Plaintiff's Counsel.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

FILED 4CC  
014:0030  
AUG 31 2007  
My Ireland  
ER

William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

Commonwealth Financial Systems, Inc  
120 N. Keyser Ave.  
Scranton PA 18504

Plaintiff

vs.

Jonathan G. McCaulley  
318 W. Sixth Avenue  
Clearfield, PA 16830

Defendant

CIVIL ACTION

NO: 07-549-CD

**FILED**

SEP 19 2007

W/11:20 (L)  
William A. Shaw  
Prothonotary/Clerk of Courts (GK)  
1 CENT TO ADD

**NOTICE TO DEFEND**

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

Commonwealth Financial Systems, Inc	:	
120 N. Keyser Ave.	:	CIVIL ACTION
Scranton PA 18504	:	
	:	
Plaintiff	:	
	:	
v.	:	
	:	
	:	
Jonathan G. McCaulley	:	
318 W. Sixth Avenue	:	NO: 07-549-CD
Clearfield, PA 16830	:	
	:	
Defendant	:	

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**AMENDED COMPLAINT**

Plaintiff, Commonwealth Financial Systems, Inc, by and through its attorneys, Edwin A. Abrahamsen & Associates, P.C., complains of the Defendant as follows:

1. Plaintiff, Commonwealth Financial Systems, Inc, (hereinafter "Plaintiff") is a Pennsylvania corporation with a principal place of business located at 120 North Keyser Avenue Scranton, PA 18504.
2. The Defendant Jonathan G. McCaulley (hereinafter "Defendant") is an adult individual residing at 318 W. Sixth Avenue, Clearfield, PA 16830.
3. At all relevant times herein, Plaintiff was engaged in the business of debt purchase and collection.
4. Defendant applied for and received a credit card issued by FUSA with the account number 4417128026123743.
5. The within account was sold by FUSA to Unifund for valuable consideration and all rights under said accounts were assigned to Unifund. (See, Bill of Sale, Affidavit and Assignment attached hereto as Exhibit "A.")

6. Plaintiff was assigned all rights to certain credit card accounts from Unifund, including the account opened by Defendant with account number 4417128026123743. (See, Bill of Sale, Affidavit, and Assignment attached hereto as Exhibit "B.")

7. Use of the FUSA credit card was subject to the terms of the Cardmember Agreement, a copy of which was sent to the Defendant along with the credit card. (See, Copy of Cardmember Agreement, attached hereto and marked Exhibit "C.")

8. Defendant used the FUSA credit card account number 4417128026123743, for purchases, cash advances and/or balance transfers.

9. The Defendant was mailed account statements relative to the Defendant's use of the subject credit card.

10. The Defendant defaulted under the terms of the Agreement by failing and refusing to make monthly payments on the account as they became due.

11. The account became delinquent on February 12, 2004.

12. The principal amount was \$19,101.14 at the time it was received by Plaintiff.

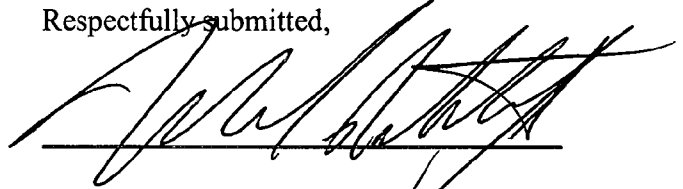
13. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 12.24%.

14. The total amount due and owing the Plaintiff including interest, is \$30,859.57.

15. Pursuant to the terms of the Agreement, Defendant is liable for Plaintiff's court costs and reasonable attorney's fees in the amount of 25% of the balance.

WHEREFORE, Plaintiff requests judgment in its favor and against Defendant in the amount of \$30,859.57 plus costs of suit, reasonable attorneys' fees and any other relief as the Court deems just and appropriate.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Michael F. Ratchford', is written over a horizontal line.

Edwin A. Abrahamsen & Assoc.  
Michael F. Ratchford, Esquire  
Attorney I.D. Nos.: 86285  
1729 Pittston Avenue  
Scranton, PA 18505  
mratchford@eaa-law.com

## Exhibit “A”

5032  
FUSA

# Exhibit A

## EXHIBIT A

### BILL OF SALE

Bank One, Delaware NA ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Flow Purchase Agreement dated July 23, 2003 between Seller and Unifund CCR Partners, ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Applicable Cut-Off Date of October 21, 2003 all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit "1" attached hereto and made part hereof for all purposes.

Number of Accounts	13,926
Total Unpaid Balances	\$78,428,837.47

Amounts due to Seller by Purchaser in hereunder shall be paid U.S. Dollars by a wire transfer to be received by Seller on ~~September~~ 29, 2003 (the "Applicable Closing Date") by 3:00 p.m. Seller's time, as follows: October

Bank One, Delaware NA

c/o Federal Reserve Bank-Philadelphia

ABA: 031 100 393

Account: 407253-1061000000

Attention: Marcos Castillo

This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

SELLER: BANK ONE, DELAWARE  
N.A.

BUYER: UNIFUND CCR PARTNERS.

By: 

Title: Vice President

Date: 10/23/2003

By: 

Title: Chairman / CEO

Date: 10/23/03



## Exhibit “B”

# Exhibit B

## unifund

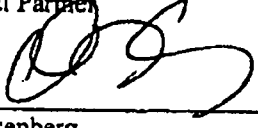
Unifund CCR Partners

### BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Commonwealth Financial Systems, Inc. ("Purchaser"), dated as of December 30, 2003 (the "Agreement"), does hereby sell, assign and transfer to Purchaser all of its good and marketable title, free and clean of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectibility, or otherwise, except to the extent stated in the Agreement.

Executed on 30 Dec 2003

UNIFUND CCR PARTNERS  
By Credit Card Receivables Fund, Inc.  
Its General Partner

By   
David Rosenberg  
President

For Unifund Use ONLY

14

Client #	PID	CID #

## Exhibit “C”

STANDARD  
FUSA / CHASE BANK  
AGREEMENT

Exhibit C

# Cardmember Agreement



## Cardmember Agreement

This is the Agreement that establishes the terms of your Cardmember Account ("Account") with First USA Bank, N.A. (including accounts opened with us through other banks that participate in our MasterCard/Visa program and whose name may be on the face of your Card). Please read it carefully and keep it for your records. You do not need to sign this Agreement, but please be sure to sign the back of your Card if you have not already done so. All extensions of credit in connection with your Account are being made by First USA Bank, N.A. in Wilmington, Delaware. Any use of your Card or Account confirms your acceptance of the terms and conditions of this Agreement.

**Definitions:** In this Agreement, the words "you" and "your" refer to each person (jointly and severally if more than one) who has applied for the Account and any other person who has agreed to be responsible for the Account. The words "we", "us" and "our" refer to First USA Bank, N.A., a national banking association. "Card" refers to each MasterCard and/or Visa Card that is issued on your Account. The Card must be returned or surrendered to us or our agent upon request.

**Using Your Account:** You may use your Card or Account to purchase or lease goods or services or pay amounts you owe wherever the Card is honored or transfer balances from other accounts ("Purchases"). You may also use the Card to obtain cash loans ("Cash Advances") from any financial institution that accepts the Card. You agree to accept credits to your Account instead of cash refunds when the original Purchase was charged to your Account.

We may issue "Convenience Checks" to you which may be used to access your credit line. Use of a Convenience Check will be treated as a "Purchase" in the amount of your check. Each Convenience Check will contain your Account number and may be used only by the person(s) whose name(s) is/are printed on it. Each must be completed and signed by you (or either of you) in the same manner as a regular personal check. If we provide Convenience Checks for your Account, you may not use them to pay any amount you owe under your Cardmember Agreement or under any other credit agreement or account you may have with us, Bank One or any of our related banks.

**Obligations On Your Account:** You authorize us to pay and charge your Account for all Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You promise to pay us for all of these Purchases and Cash Advances, plus any Finance Charges assessed on your Account and any other charges and fees which you may owe us under the terms of this Agreement. You will be obligated to pay authorized charges to your Account whether resulting from (1) actual use of your Card or Convenience Checks, (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card or (3) any other circumstance where you authorize a charge, or authorize someone else to make a charge, to your Account. Each person who is included within the definition of the term "you", above, is responsible to pay the full amount owed on the Account. We may require that you pay the full amount owed without first asking the other person(s) to pay. All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument must be drawn on a U.S. bank or a U.S. branch of a foreign bank. Subject to any mandatory provisions of applicable law, we will apply your payments to the balances in your Account in whatever manner we determine.

**Credit Line/Authorized Usage:** Your credit line is shown on the folder containing your Card. Since we may change your credit line from time to time, your latest credit line will appear on your monthly statement. You agree not to make a Purchase or obtain a Cash Advance that would cause the unpaid balance of your Account to exceed your credit line. We may honor Purchases and Cash Advances in excess of your credit line at our sole discretion. If we do, this Agreement also applies to that excess and you agree to pay the excess immediately if we request that you do so. You agree that we may change or cancel your credit line at any time without affecting your obligation to pay amounts that you owe under this Agreement. We may designate that only a portion of your credit line is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your credit line for all purposes of this Cardmember Agreement. For security reasons, we may limit the number or dollar amount of Purchase, Cash Advance and/or Convenience Check transactions that may be accomplished with your Card or Account, and we have the right to limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary to verify payments received on your Account.

**Periodic Statements:** We will send a statement at the end of each monthly billing cycle in which your Account has a debit or credit balance of more than \$1.00 or if a Finance Charge has been imposed. Among other things, your monthly statement will show your New Balance, any Finance Charge, your credit line and available credit, your Minimum Monthly Payment and the Payment Due Date.

**Minimum Monthly Payment:** If the New Balance shown on your monthly statement is less than \$10.00, your Minimum Monthly Payment (due by the Payment Due Date) is your New Balance. Otherwise, the Minimum Monthly Payment for each billing cycle will be the greater of \$10.00 or the total of (1) 2% of the New Balance, plus (2) any amount past due, plus (3) if we so elect, any amount over your credit line at the time of billing. You may pay more than the Minimum Monthly Payment and may at any time pay the full amount you owe us.

**Finance Charges:** There is a minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges in any billing cycle in which you owe a FINANCE CHARGE.

We calculate the "balance subject to FINANCE CHARGE" separately for Purchases and Cash Advances. For Cash Advances we will add a Periodic FINANCE CHARGE from the day you take the Cash Advance until the day we receive payment in full. However, you have a grace period for Purchases. You will not pay a Periodic FINANCE CHARGE on current or previous Purchases if you paid your New Balance in full by the Payment Due Date on your previous statement (or that balance was zero or a credit amount) and you pay your New Balance in full by the Payment Due Date on your current statement.

To determine the Periodic FINANCE CHARGE we apply the applicable Daily Periodic Rate to the daily balances of Purchases, Cash Advances and previous billing cycle Purchases. The sum of these daily calculations is the total Periodic FINANCE CHARGE. Purchases and Cash Advances are included in your daily balance as of the later of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that Convenience Checks always are included when accepted by the payee).

The daily balances for current cycle Purchases and Cash Advances and previous cycle Purchases are calculated separately and determined as follows:

1. **Current Cycle Purchases and Cash Advances:** We start with the outstanding balance at the beginning of the current billing cycle. We take the beginning balance of Purchases and Cash Advances

on your Account each day, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, add any new Purchases (including fees that are treated as Purchases) and new Cash Advances and then subtract any payments or credits. This gives us the separate daily balances for Purchases and Cash Advances.

**2. Previous Cycle Purchases:** We start with the outstanding balance at the beginning of the previous billing cycle. We take the beginning balance of Purchases on your Account each day during that billing cycle, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, and add any new Purchases (including fees that are treated as Purchases) and subtract any payments or credits. This gives us the separate daily balance for previous billing cycle Purchases. However, the daily balance for previous cycle Purchases is considered to be zero for each day of the previous billing cycle if you paid in full the New Balance on your previous statement by the Payment Due Date or a Periodic FINANCE CHARGE was already imposed on the purchases itemized on your previous statement.

If we have "special" periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related Periodic FINANCE CHARGES will be calculated in the same manner as described above for current or previous cycle transactions, as applicable.

We figure another portion of the Finance Charge on your Account by adding a one-time Cash Advance FINANCE CHARGE for each Cash Advance when it is obtained. The amount of the Cash Advance FINANCE CHARGE is stated in the Table of Interest Charges.

The total Finance Charge on your Account for a monthly billing cycle will be the sum of the Periodic FINANCE CHARGES plus any Cash Advance FINANCE CHARGES.

This Agreement provides for compounding of Finance Charges (interest).

**Other Interest Charges:** In addition to the Finance Charges discussed above, the following interest charges will be applicable to your Account:

**Annual Membership Fee —** You agree to pay us when billed each year (subject to applicable federal law) a non-refundable annual membership fee in the amount stated in the Table of Interest Charges for the privileges you have under this Agreement, whether or not you exercise those privileges. Your payment of this fee will not affect any of our rights under this Agreement, including our right to terminate your Account.

**Late Fee —** If we do not receive a payment from you in at least the amount of your Minimum Monthly Payment by the Payment Due Date shown on your monthly statement, we may charge you a late payment fee in the amount stated in the Table of Interest Charges. You will only be charged one late payment fee for any Minimum Monthly Payment which is not paid by the Payment Due Date.

**Return Check Fee —** If your bank does not honor the check you gave us to pay amounts you owe under this Agreement, or we must return a check because it is not signed or is otherwise irregular, we may charge you a return check fee in the amount stated in the Table of Interest Charges.

**Overlimit Fee —** We have the right to charge an overlimit fee in the amount stated in the Table of Interest Charges: (1) if your Account balance exceeds your applicable credit line at any time during a monthly cycle; or (2) if you make a Purchase or obtain a Cash Advance at a time when your Account balance is over your credit line.

**Administrative Fees —** If you request photocopies of sales slips or duplicate copies of monthly statements, or if you request more than two Cards or any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services, as from time to time in effect. The present charges for such services are specified in the Table of Interest Charges. However if you request items such as sales slips or duplicate statements in connection with any disputed billing matter (see "Your Billing Rights"), we will not impose a fee if a billing error is disclosed.

Unless otherwise arranged between us, the annual membership fee and any late, return check, overlimit or administrative fee will be added to your Account and treated as a Purchase.

**Default/Collection Costs:** Your Account will be in default and we may demand immediate payment of the entire amount you owe us without giving you prior notice if: (1) in any month we do not receive your Minimum Monthly Payment by the Payment Due Date; (2) you make Purchases or obtain Cash Advances in excess of your credit line; (3) you fail to comply with this Agreement; (4) there is a filing for your bankruptcy; (5) you die or become incapacitated; or (6) we believe in good faith that the payment or performance of your obligations under this Agreement is impaired for any other reason. As permitted by applicable law, you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under this Agreement (including court costs and the fees of any collection agency to which we refer your Account) and, in the event we refer your Account after your default to an attorney who is not our regularly salaried employee, you agree to pay the reasonable fees of such attorney. We will not be obligated to honor any attempted use of your Account if a default has occurred or we have determined to terminate your Account or limit your Account privileges (as discussed below).

**Arbitration:** Any claim, dispute or controversy ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or your Account, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved by binding arbitration by the National Arbitration Forum, under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, [www.arb-forum.com](http://www.arb-forum.com), or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This arbitration agreement applies to all Claims now in existence or that may arise in the future except for Claims by or against any unaffiliated third party to whom ownership of your Account may be assigned after default (unless that party elects to arbitrate). Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy, or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral security or property interests for contractual debts now or hereafter owed by either party to the other under this Agreement.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT YOU AND WE MAY OTHERWISE

Arbitration

HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT, AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS, BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

**Termination:** We may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time (and list your Account in warning bulletins) without notice or liability. If we ask, you must return your Cards and any unused Convenience Checks to us, out in half. You agree that you will not try to make a Purchase or obtain a Cash Advance after you have been notified that your privilege to use your Account has been terminated. You may terminate this Agreement at any time. If you do, you must return to us all Cards and Convenience Checks previously issued on the Account. If you call us, we may require that you confirm your intent to terminate in writing. Your or our termination will not affect your existing obligations under this Agreement or your liability for all charges posted to your Account prior to the time all Cards and unused Convenience Checks issued on your Account are returned to us.

**Notices:** We will send statements and any other notices to you at the address shown in our files. If this is a joint account, we can send statements and notices to either of you. You promise to inform us promptly in writing of any change in your address. We may in our discretion accept address corrections from the United States Postal Service.

**Foreign Currency Transactions:** Transactions in foreign currencies will be converted to U.S. Dollars and posted to your Account at the exchange rate determined by MasterCard or VISA (or their affiliates), using their then current currency conversion procedures and charges. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion, increased by the applicable conversion charge determined by MasterCard or VISA. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

**Skip/Promotional Features:** From time to time, we may let you skip or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain Finance Charges on all or a portion of your Account balance or offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and terms will resume.

**Change in this Agreement:** We can change the terms of this Agreement, including the ANNUAL PERCENTAGE RATE and any fees, at any time. We will notify you of the change. As permitted by applicable law, any change in this Agreement will become effective at the time stated in our notice and unless we state otherwise, the change will apply to all outstanding balances in your Account as well as to new transactions.

**Credit Information:** You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants and credit reporting agencies. We may share information about you with our affiliated companies.

**Sharing Information with Affiliated Companies:** We may share information about you with our affiliated companies. You may request that we do not share information (other than that related to your Account) with our affiliates by writing to us at First USA Bank, N.A., PCRA Opt Out, P.O. Box 8651, Wilmington, DE 19899-8651. Please include your name, address and account number with your request.

**Cardmember Lists:** From time to time, we may share our cardmember lists with companies whose products and services we think will be of interest to you. We carefully review these offers to make sure they meet our standards. You may request that your name not be given to these companies by writing us at First USA Bank, N.A., P.O. Box 8651, Wilmington, DE 19899-8651. Please include your name, address and account number with your request.

**Phone Calls:** In the regular course of our business we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.

**Refusal To Honor Card:** We are not responsible for refusals to honor your Card or Convenience Checks. And, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of your Account.

**Irregular Payments And Delay In Enforcement:** We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that we may at any time honor a Purchase or Cash Advance in excess of your maximum credit line does not obligate us to do so again.

**Liability For Unauthorized Use Of Your Account:** If your Card or Convenience Checks are lost or stolen or if you are afraid someone may use your Account without your permission, you must notify us at once. You may be liable for that unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify First USA Bank, N.A., by writing to us at P.O. Box 8651, Wilmington, DE 19899-8651, or verbally by calling us at 1-800-677-7101, of the loss or theft of your Card or Convenience Checks or the possible unauthorized use of your Account. In any case, your maximum liability is \$50.00. We may terminate or limit access to your Account if you have notified us or we have determined that your Card or Convenience Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

**Assignment:** We may at any time assign your Account, any sums due on your Account, this Agreement or our rights or obligations under this Agreement. The person(s) to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned.

**GOVERNING LAW:** THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAW OF THE STATE OF DELAWARE AND, AS APPLICABLE, FEDERAL LAW.

**Inquiries Or Questions:** You may address any inquiries or questions which you have about your Account to: First USA Bank, N.A., P.O. Box 8651, Wilmington, Delaware 19899-8651, or you may call us at 1-800-677-7101. If you telephone us instead of writing, you may lose certain rights the law gives you to dispute billing errors (see "Your Billing Rights").

**YOUR BILLING RIGHTS**  
**Keep This Notice For Future Use**

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

**Notify Us In Case Of Errors Or Questions About Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at First USA Bank, N.A., P.O. Box 8651, Wilmington, Delaware 19899-8651. 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 items you are not sure about.

**Your Rights And Our Responsibilities After We Receive Your Written Notice**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

**Special Rule For Credit Card Purchases**

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

- (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, 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 services.

**FIRST USA.**



**VERIFICATION**

I, Kelly Gaidula, of Commonwealth Financial Systems, Inc., am fully familiar of the facts set forth in Plaintiff's Complaint and am authorized to make this verification on behalf of Commonwealth Financial Systems, Inc. I verify that the facts set forth in the allegations of Plaintiff's Complaint are true and correct to the best of my knowledge, knowing that false statements are punishable by law pursuant to 18 C.S.A. 4904.

  
Kelly Gaidula  
Commonwealth Financial Systems, Inc.

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

COMMONWEALTH FINANCIAL	:	
SYSTEMS, INC.	:	CIVIL ACTION
Plaintiff	:	NO.: 07-549-CD
v.	:	
	:	
JONATHAN G. MCCAULLEY	:	
Defendant	:	

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**CERTIFICATE OF SERVICE**

I, Michael Ratchford, Esquire, hereby certify that I caused a true and correct copy of the Plaintiff's Amended Complaint to be served via first class United States Mail, postage prepaid on the date set forth below upon the following:

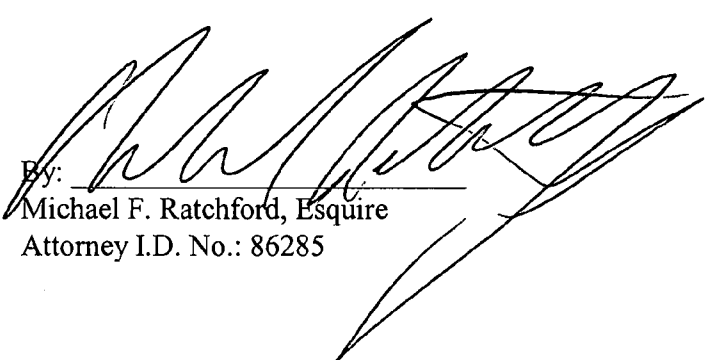
Richard Ireland, Esquire  
Attorney At Law  
P.O. Box 924  
Clearfield, PA 16830  
Attorney for Defendant

Date: \_\_\_\_\_

8/9/17/07

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

Michael F. Ratchford, Esquire  
Attorney I.D. No.: 86285



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

COMMONWEALTH FINANCIAL  
SYSTEMS, INC.

Plaintiff

vs.

JONATHAN G. MCCULLEY

Defendant


\*  
\*  
\* NO. 07-549 -CD  
\*  
\* Type of Case:  
\* CIVIL ACTION  
\*  
\*  
\*  
\*  
\* RICHARD A. IRELAND  
\* Attorney at Law  
\* P.O. Box 924  
\* Clearfield, PA 16830  
\* (814) 765-5605  
\* Supreme Court No. 42556

CERTIFICATE OF SERVICE

I, Richard A. Ireland, Esquire, hereby certify that on August 31, 2007 I served a copy of Defendant's Preliminary Objections to Plaintiff's Complaint in the above captioned matter by Certified Mail to Plaintiff's Counsel, Michael F. Ratchford, Esquire, at 1729 Pittston Avenue, Scranton, PA 18505. Said mailing was delivered and acknowledged on September 4, 2007. (See attached)

I further certify that the Court of Common Pleas Order scheduling argument on Defendant's Preliminary Objections in the above captioned matter was mailed to Plaintiff's Counsel, Michael F. Ratchford, Esquire, at 1729 Pittston Avenue, Scranton, PA 18505, by regular mail on September 7, 2007.

BY

  
Richard A. Ireland, Esquire  
Supreme Court I.D. # 42556  
P.O. Box 924  
Clearfield, PA 16830  
(814) 765-5605

FILED

SEP 25 2007

William A. Shaw  
Prothonotary/Clerk of Courts

0529 0556 E000 0546 7006 3450 0003 9550 6250

<b>U.S. Postal Service™</b>	
<b>CERTIFIED MAIL™ RECEIPT</b>	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ 0.38
Certified Fee	\$2.65
Return Receipt Fee (Endorsement Required)	\$2.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
<b>Total Postage &amp; Fees</b>	<b>\$5.03</b>

**PA 16830**  
AUG 31 2007  
Postmark Here

Sent To  
 Michael F. Ratchford, Esquire  
 Street, Apt. No.;  
 or PO Box No. 1729 Pittston Ave.  
 City, State, ZIP+4  
 Scranton, PA 18505

PS Form 3800, August 2006 See Reverse for Instructions

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature          X <i>J. J. J.</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Cal 9407</i> Date of Delivery <i>8/31/07</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No          If YES, enter delivery address below:</p>	
1. Article Addressed to:  Michael F. Ratchford Esquire 1729 Pittston Avenue Scranton, PA 18505		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number (Transfer from servi		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
7006 3450 0003 9550 6250			

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COMMONWEALTH FINANCIAL  
SYSTEMS, INC.

-VS-

JONATHAN G. MCCAULLEY

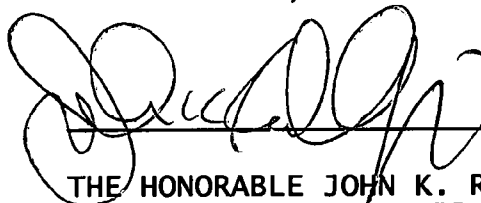
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No. 07-549-CD

O R D E R

AND NOW, this 28th day of September, 2007, this being the day and date set for argument into Preliminary Objections filed on behalf of Defendant above named to Plaintiff's Complaint; Plaintiff having failed to appear either in person or by counsel, he having received due and proper notice thereof, and the Court noting that the Amended Complaint filed by Plaintiff corrects only one of the four bases for Defendant's Preliminary Objections, it is the ORDER of this Court that the said Objections shall be and are hereby sustained and Plaintiff's Complaint and Amended Complaint dismissed.

BY THE COURT,



THE HONORABLE JOHN K. REILLY, JR.  
Senior Judge, Specially Presiding

FILED

SEP 28 2007

William A. Shaw  
Prothonotary/Clerk of Courts

2cc  
Attys:  
Raichford  
Ireland

CK

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH FINANCIAL  
SYSTEMS, INC.

Plaintiff

v.

JONATHAN G. MCCAULLEY

Defendant

CIVIL ACTION  
NO.: 07-549-CD

FILED

OCT 12 2007

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William A. Shaw  
Prothonotary/Clerk of Courts

2 CEN to App

**PLAINTIFF'S MOTION FOR RECONSIDERATION  
OF THE DEFENDANT'S PRELIMINARY OBJECTIONS**

Plaintiff, Commonwealth Financial Systems, Inc., by and through its attorneys,  
Edwin A. Abrahamsen & Associates, P.C., hereby files its Motion for Reconsideration of  
Defendant's Preliminary Objections as follows:

1. Plaintiff filed its Complaint against the Defendant on April 9, 2007, in regard to Defendant's delinquent credit card account.
2. Defendant filed Preliminary Objections to the Complaint on June 20, 2007.
3. On August 30, 2007, Plaintiff filed preliminary objections to the Complaint.
4. The Defendant's preliminary objections included claims that the Complaint did not state whether the agreement was oral or written; that the Complaint failed to attach a contract; lacked specificity and was verified by an attorney rather than an agent of the Plaintiff.
5. Plaintiff received the preliminary objections and considered the appropriate response.

6. Since the Complaint specifically stated that the cause of action was based upon a written Cardmember Agreement, which was attached to the Complaint and because the face of the Complaint stated the facts necessary to sufficiently allege a cause of action, the only issue that was of concern to the Plaintiff was of the verification.

7. Plaintiff filed an Amended Complaint on or September 17, 2007, which contained a Verification of an agent of the Plaintiff.

8. Plaintiff intended to address the remaining issues via a written response to the Defendant's preliminary objections to the Amended Complaint.

9. However, Defendant never filed preliminary objections to the Amended Complaint.

10. When the Amended Complaint was filed on September 18, 2007, the court administrator should have cancelled the hearing on the preliminary objection to the original Complaint, as it was a moot issue.

11. Pennsylvania Rule of Civil Procedure 1028(f) states, "Objections to any amended pleading **shall** be made by filing new preliminary objections." *See, P.A.R.C.P. 1028(f) emphasis added.*

12. In the within matter, Defendant never filed new preliminary objections to the amended pleading.

13. Rather, Defendant attended a hearing on preliminary objections to the original Complaint.

14. Moreover, the Order issued on September 28, 2007, states that the hearing concerned Preliminary Objections to the Plaintiff's Complaint, yet the Order dismissed

the Complaint and the Amended Complaint. *See, Order dated September 28, 2007, attached hereto and marked Exhibit "B."*

15. As a result, it is respectfully requested that this court reconsider the Defendant's Preliminary Objections and DENY the Preliminary Objections as they do not pertain to the Amended Complaint.

WHEREFORE, Plaintiff respectfully urges this court to deny the Defendant's preliminary objections and issue the Order attached hereto.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Michael F. Ratchford', is written over a horizontal line.

Edwin A. Abrahamsen & Associates, P.C.  
Michael F. Ratchford, Esquire  
Attorney I.D. No. 86285  
120 N. Keyser Avenue  
Scranton, PA 18504  
Attorney for Plaintiff



**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

COMMONWEALTH FINANCIAL	:	
SYSTEMS, INC.	:	CIVIL ACTION
Plaintiff	:	NO.: 07-549-CD
v.	:	
	:	
JONATHAN G. MCCAULLEY	:	
Defendant	:	

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**MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTION FOR  
RECONSIDERATION OF DEFENDANT'S PRELIMINARY OBJECTIONS**

Plaintiff, Commonwealth Financial Systems, Inc., by and through its attorneys, Edwin A. Abrahamsen & Associates, P.C., hereby files its Memorandum in Support of its Motion for Reconsideration of Defendant's Preliminary Objections as Defendant failed to plead to the Amended Complaint in contravention of Pennsylvania Rule of Civil procedure 1028(f).

**I. FACTS**

Plaintiff filed its Complaint against the Defendant on April 9, 2007, in regard to Defendant's delinquent credit card account. Defendant filed Preliminary Objections to the Complaint on June 20, 2007. On August 30, 2007, Plaintiff filed preliminary objections to the Complaint. The Defendant's preliminary objections included claims that the Complaint did not state whether the agreement was oral or written; that the Complaint failed to attach a contract; lacked specificity and was verified by an attorney rather than an agent of the Plaintiff.

Plaintiff received the preliminary objections and considered the appropriate response. Since the Complaint specifically stated that the cause of action was based upon a written Cardmember Agreement, which was attached to the Complaint and because the

face of the Complaint stated the facts necessary to sufficiently allege a cause of action, the only issue that was of concern to the Plaintiff was of the verification.

Plaintiff filed an Amended Complaint on or September 17, 2007, which contained a Verification of an agent of the Plaintiff. Plaintiff intended to address the remaining issues via a written response to the Defendant's preliminary objections to the Amended Complaint. However, Defendant never filed preliminary objections to the Amended Complaint. When the Amended Complaint was filed on September 18, 2007, the court administrator should have cancelled the hearing on the preliminary objection to the original Complaint, as it was a moot issue.

## **II. ARGUMENT**

Pennsylvania Rule of Civil Procedure 1028(f) states, "Objections to any amended pleading **shall** be made by filing new preliminary objections." *See, P.A.R.C.P. 1028(f) emphasis added.*

In the within matter, Defendant never filed new preliminary objections to the amended pleading. Rather, Defendant attended a hearing on preliminary objections to the original Complaint. Moreover, the Order issued on September 28, 2007, states that the hearing concerned Preliminary Objections to the Plaintiff's Complaint, yet the Order dismissed the Complaint and the Amended Complaint. *See, Order dated September 28, 2007, attached hereto and marked Exhibit "B."*

III. CONCLUSION

It is respectfully requested that this court reconsider the Defendant's Preliminary Objections and DENY the Preliminary Objections as they do not pertain to the Amended Complaint.

Respectfully submitted,

BY: 

Edwin A. Abrahamsen & Associates, P.C.

Michael F. Ratchford, Esquire

Attorney I.D. No. 86285

120 N. Keyser Avenue

Scranton, PA 18504

Attorney for Plaintiff

**CERTIFICATE OF SERVICE**

I, Michael Ratchford, Esquire, hereby certify that I caused a true and correct copy of the within Plaintiff's Motion for Reconsideration of Defendant's Preliminary Objections to the Complaint, Memorandum and a proposed Order via First Class United States mail, postage prepaid on the date set forth below upon the following:

Richard Ireland, Esquire  
Attorney At Law  
P.O. Box 924  
Clearfield, PA 16830

Edwin A. Abrahamsen & Associates, P.C.

DATE: 10/09/07

BY: 

Michael F. Ratchford, Esquire  
Attorney I.D. No. 86285  
Attorney for Plaintiff

UA

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

COMMONWEALTH FINANCIAL  
SYSTEMS, INC.,

Plaintiff

vs.

JONATHAN G. McCAULLEY,  
Defendant

\*  
\*  
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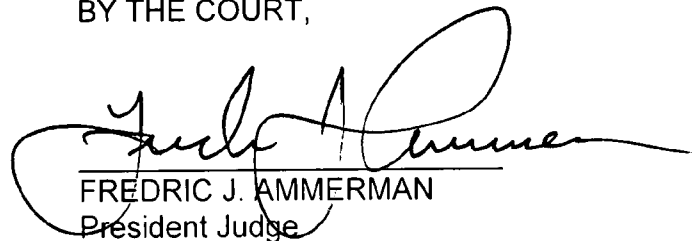
NO. 07-549-CD

**ORDER**

NOW, this 17<sup>th</sup> day of October, 2007, upon consideration of Plaintiff's Motion for Reconsideration of the Court's Order of September 28, 2007 relative Defendant's Preliminary Objections, it is hereby Ordered and Decreed that the Plaintiff's Motion for Reconsideration of said Order be and is hereby GRANTED.

The Order of September 28, 2007 is hereby vacated. The Defendant may file preliminary objections to the Plaintiff's Amended Complaint within no more than 20 days from this date.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

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William A. Shaw  
Prothonotary/Clerk of Courts

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

COMMONWEALTH FINANCIAL  
SYSTEMS, Inc  
120 N. Keyser Ave.,  
Scranton, PA 18504          Plaintiff

vs.

JONATHAN G. MCCAULLEY  
318 W. Sixth Avenue  
Clearfield, PA 16830          Defendant

CIVIL ACTION

NO.: 07-549-CD

PRELIMINARY OBJECTIONS  
TO PLAINTIFF'S AMENDED  
COMPLAINT

FILED ON BEHALF OF DEFENDANT

COUNSEL FOR DEFENDANT:

RICHARD A. IRELAND, ESQ.  
PA I.D.# 42556  
P.O. BOX 924  
CLEARFIELD, PA 16830  
(814) 765-5605

DATED: 11-2-07

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William A. Shaw  
Prothonotary/Clerk of Courts

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

COMMONWEALTH FINANCIAL  
SYSTEMS, Inc  
120 N. Keyser Ave.,  
Scranton, PA 18504                      Plaintiff

vs.

JONATHAN G. MCCAULLEY  
318 W. Sixth Avenue  
Clearfield, PA 16830                      Defendant

NO: 07-549-CD

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

AND NOW COMES, Jonathan G. McCaulley, by and through his Attorney, Richard A. Ireland, who pursuant to Pa.R.C.P. No. 1028 preliminarily objects to Plaintiff's Amended Complaint and moves for its dismissal as follows:

**I. PRELIMINARY OBJECTION TO DISMISS / STRIKE AMENDED COMPLAINT FOR FAILURE TO CONFORM TO LAW OR RULE OF COURT. Pa.R.C.P. No. 1028 (a)(2).**

- 1) Plaintiff's Amended Complaint fails to comply with Pa. R.C.P. No. 1019 (h) and Pa. P.C.P. No., 1019 ( i ) in that the Complaint fails to state whether the alleged agreement between the parties is oral or written and further fails to attach any writing evidencing a contract between the parties.

Rules 1019 (h) and 1019 ( i ) read as follows:

(h) When any claim or defense is based upon an agreement, the pleading shall state specifically if the agreement is oral or written.

*Note:* If the agreement is in writing, it must be attached to the pleading. See subdivision (i) of this rule.

(i) When any claim or defense is based upon a writing, the pleader shall attach a copy of the writing, or the material part thereof, but if the writing or copy is not accessible to the pleader, it is sufficient so to state, together with the reason, and to set forth the substance in writing.

Plaintiff has attached to the Amended Complaint a generic "Cardholder Agreement" (PL's Exhibit "C") which is not particular to the Defendant or signed by him. Plaintiff has further failed to attach any writing of any kind evidencing a contract between FUSA and the Defendant nor has its absence been explained on the Complaint as required by Pa.R.C.P. No. 1019 (h) and (i).

WHEREFORE, Defendant respectfully requests that the court sustain Defendant's Preliminary Objection and dismiss Plaintiff's Amended Complaint.

**II. PRELIMINARY OBJECTION TO DISMISS / STRIKE AMENDED COMPLAINT FOR FAILURE TO CONFORM TO LAW OR RULE OF COURT. Pa. R.C.P. No.1028(a)(2).**

2. Plaintiff's Amended Complaint fails to comply with PA P.C.P. No. 1019 (h) and Pa P.C.P. No. 1019 (i) in that the Complaint fails to attach any writing in the form of a contract which assigns any account purporting to be that of the Defendant in this case to Plaintiff. While the Plaintiff alleges two(2) assignments relative to this case and has attached two exhibits (PL's Exhibits A&B), neither exhibit evidences an assignment relative to the Defendant, either by name or alleged account number. Such specific written assignment is an essential part of Plaintiff's case and is a document upon which Plaintiff must rely to have standing to sue this Defendant; Rule 1019 therefore requires its attachment as an exhibit.

WHEREFORE, Defendant respectfully requests that the Court sustain Defendant's Preliminary Objection and dismiss / strike Plaintiff's Amended Complaint.

**III. PRELIMINARY OBJECTION TO DISMISS / STRIKE AMENDED COMPLAINT FOR FAILURE TO CONFORM TO LAW OR RULE OF COURT. Pa R.C.P. No.1028(a)(2) and FAILURE TO PRESENT SUFFICIENT SPECIFICITY IN THE AMENDED COMPLAINT. Pa.R.C.P. No. 1028(a)(3).**

3. Plaintiff's Amended Complaint fails to comply with Pa. R.C.P. No.1019(f) in that it lacks the specificity required by the Rules.


Pa.R.C.P.No. 1019(f):

(f) Averments of time, place and items of special damage shall be specifically stated.

The Amended Complaint contains claims for alleged money owed but fails to provide any documentation of charges allegedly made by the Defendant. The Plaintiff here steps into the shoes of the original creditor and must allege the specific items for which he seeks compensation. Plaintiff, or anyone in his position, at the least must furnish dates of transactions, amounts and items purchased so as to enable the Defendant to properly prepare an answer to the Amended Complaint.

WHEREFORE, Defendant respectfully requests that the Court sustain Defendants Preliminary Objection and dismiss / strike Plaintiff's Amended Complaint.

RESPECTFULLY SUBMITTED

BY: 

Richard A. Ireland, Esq.

ID # 42556

PO BOX 924

Clearfield PA. 16830

(814) 765- 5605

DATE: 11-2-07



**FILED**

**NOV 05 2007**

**William A. Shaw  
Prothonotary/Clerk of Courts**

CA

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC.  
120 N. KEYSER AVE.  
SCRANTON PA. 18504

PLAINTIFF

CIVIL ACTION

vs.

NO: 07-549-CD

JONATHAN G. MCCAULLEY  
318 W. 6th AVE.  
CLEARFIELD PA. 16830

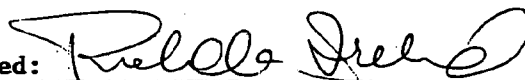
DEFENDANT

TO: THE PROTHONOTARY

PRAECIPE

Pursuant to Clearfield County Local Rule No.s 211 and 1028(c), please direct the Court Administrator to establish an argument schedule for the Preliminary Objections filed in the above captioned case, or such other proceeding as the court sees fit.

Signed:



RICHARD A. IRELAND, ESQ.

ID# 42556

PO BOX 924

CLEARFIELD PA 16830

(814) 765-5605

DATE:

11.2.07

FILED

NOV 05 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

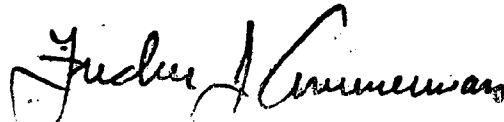
COMMONWEALTH FINANCIAL SYSTEMS, INC., \*  
Plaintiff \*  
vs. \*  
JONATHAN G. MCCAULLEY, \*  
Defendant \*

NO. 07-549-CD

ORDER

NOW, this 8<sup>th</sup> day of November, 2007, upon receipt of the Defendant's Preliminary Objections to Plaintiff's Amended Complaint, it is the ORDER of this Court that argument on the Defendant's Preliminary Objections is scheduled for the 7th day of December, 2007 at 1:30 p.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, PA 16830.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

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William A. Shaw  
Prothonotary/Clerk of Courts

(2)

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

COMMONWEALTH FINANCIAL	:	
SYSTEMS, INC.	:	CIVIL ACTION
Plaintiff	:	NO.: 07-549-CD
v.	:	
	:	
JONATHAN G. MCCAULLEY	:	
Defendant	:	

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**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2007, upon consideration of Plaintiff's Motion for Reconsideration of Defendant's Preliminary Objections it is hereby Ordered and Decreed that the Plaintiff's Motion for Reconsideration of Preliminary Objections are GRANTED and Defendant's Preliminary Objections are DENIED.

\_\_\_\_\_  
J.

Amended Complaint conforms to Pa.R.C.P. 1019(i). This Rule requires the Plaintiff to attach to the Complaint the documents upon which the cause of action is based. Further, Plaintiff complied with this Rule by attaching the Cardmember Agreement and the Bills of Sale. Further, the allegations of the Amended Complaint specifically state in paragraph 6 that Plaintiff acquired the rights to the accounts and further, the Exhibit noted in paragraph 6 are evidence of such assignment.

3. Denied. The allegations of paragraph 3 of Defendant's preliminary objections are conclusions of law, which are deemed denied. To the extent a further response is deemed necessary, Plaintiff specifically denies that the Amended Complaint is deficient in any manner, and particularly as alleged by Defendant. To the contrary, the allegations of the Amended Complaint specifically state the Defendant's credit card account number, the date it became delinquent, the amount owed and how Plaintiff acquired the rights to the account. These allegations are sufficient to satisfy the pleading requirements of Pa.R.C.P. 1019(f). Plaintiff denies that it is required to set forth every date on which Defendant used his credit card or every things he purchased.

WHEREFORE, Plaintiff respectfully urges this court to deny the Defendant's preliminary objections and issue the Order attached hereto.

Respectfully submitted,



Edwin A. Abrahamsen & Associates, P.C.  
Michael F. Ratchford, Esquire  
Attorney I.D. No. 86285  
120 N. Keyser Avenue  
Scranton, PA 18504  
Attorney for Plaintiff

**CERTIFICATE OF SERVICE**

I, Michael Ratchford, Esquire, hereby certify that I caused a true and correct copy of the Plaintiff's Response to Defendant's Preliminary Objections and a proposed Order via First Class United States mail, postage prepaid on the date set forth below upon the following:

Richard Ireland, Esquire  
Attorney At Law  
P.O. Box 924  
Clearfield, PA 16830

Edwin A. Abrahamsen & Associates, P.C.

DATE: 11/23/07

BY: 

Michael F. Ratchford, Esquire  
Attorney I.D. No. 86285  
Attorney for Plaintiff

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

COMMONWEALTH FINANCIAL  
SYSTEMS, INC.

Plaintiff

vs.

JONATHAN G. MCCAULLEY

Defendant

\*  
\*  
\* NO. 07-549 -CD  
\*  
\* Type of Case:  
\* CIVIL ACTION  
\*  
\*  
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**DEC 06 2007** *(SM)*

\*  
\* RICHARD A. IRELAND  
\* Attorney at Law  
\* P.O. Box 924  
\* Clearfield, PA 16830  
\* (814) 765-5605  
\* Supreme Court No. 42556

William A. Shaw  
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I, RICHARD A. IRELAND, ESQ. HEREBY CERTIFY THAT ON NOVEMBER 8, 2007  
I SERVED A COPY OF DEFENDANTS PRELIMINARY OBJECTIONS TO PLAINTIFFS AMENDED COMPLAINT  
BY CERTIFIED MAIL TO PLAINTIFFS COUNSEL, SAID MAILING WAS DELIVERED  
ON NOVEMBER 13, 2007.

BY

*Richard A. Ireland*  
RICHARD A. IRELAND, ESQ  
ID #42556  
PO BOX 924  
CLEARFIELD PA 16830  
(814) 765-5605

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*Michael Ratchford, Esq.*  
*1729 P. Histon Ave*  
*Scranton PA 18505*

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*X* *Richard A. Ireland* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

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IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COMMONWEALTH FINANCIAL  
SYSTEMS, INC.

-VS-

JONATHAN G. MCCAULLEY

No. 07-549-CD

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William A. Shaw  
Prothonotary/Clerk of Courts

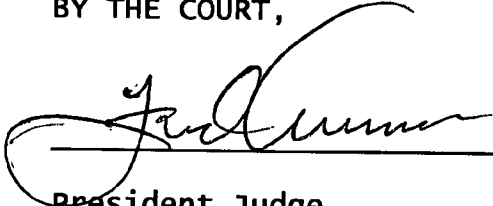
O R D E R

AND NOW, this 7th day of December, 2007, this being the date set for hearing on the Preliminary Objections filed by the Defendant to the Plaintiff's Amended Complaint. The Court noting that counsel for Defendant has appeared, counsel for the Plaintiff has not appeared nor has any representative of the Plaintiff come here. The Court noting that the Defendant filed Preliminary Objections to the original Complaint. Those Preliminary Objections contained four separate issues. Thereafter, the Amended Complaint was filed which cured one of the claims set forth in the original Objections. The Amended Complaint did not address the remaining three Preliminary Objections. Following filing of the Amended Complaint, counsel for the Defendant again filed Preliminary Objections raising the three issues which had not been addressed to the filing of the Amended Complaint. The Court believing the issues are of merit, and noting the



failure of the Plaintiff to appear, it is the ORDER of this Court that the Preliminary Objections to the Amended Complaint be and are hereby granted. Plaintiff's Amended Complaint is hereby dismissed, with prejudice.

BY THE COURT,



President Judge