

LVNV funding et al vs Russell Smith
2007-752-CD

07-752-CD
LVNV Funding vs Russell A. Smith

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA**

LVNV FUNDING, LLC ASSIGNEE OF SHERMAN
ACQUISITION ASSIGNEE OF HOUSEHOLD BANK (SB) No. 07-752-CD
NA/BELTONE ELECTRONICS

C/O WOLPOFF & ABRAMSON, L.L.P.
4660 TRINDLE ROAD, 3rd FLOOR
CAMP HILL, PA 17011

Plaintiff

Type of Case: Contract

VS.

RUSSELL A SMITH
1665 TREASURE LK
DU BOIS PA 15801

Type of Pleading:

Filed on Behalf of: Plaintiff

Defendant(s)

Date: 5/9/07

Philip C. Warholic

Amy F. Doyle #87062 / Daniel F. Wolfson #20617

Philip C. Warholic #86341 / David R. Galloway #87326

Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469

Robert N. Polas, Jr. #201259 / Bruce H. Cherkis #18837

Ronald S. Canter #94000 / Ronald M. Abramson #94266

Wolpoff & Abramson, L.L.P.

Attorneys in the Practice of Debt Collection

4660 Trindle Road, Suite 300

Camp Hill, PA 17011

Telephone: (717) 303-6700

Counsel for Plaintiff

pd \$85.00 Atty
FILED 5/11/07 4:54pm ICC Atty
MAY 14 2007 ICC Shff
LM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC	:	
ASSIGNEE OF SHERMAN ACQUISITION	:	No.
ASSIGNEE OF HOUSEHOLD BANK (SB) NA/BELTONE	:	
ELECTRONICS	:	
Plaintiff	:	CIVIL ACTION - LAW
vs	:	
RUSSELL A SMITH	:	
Defendant(s)	:	

NOTICE

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 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 or any other claim or relief requested by the Plaintiff. You may lose money or property rights important to you.

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

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

Clearfield County Courthouse
David S. Meholic, Court Administrator 230 East Market Street
Clearfield, PA 16830
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC	:
ASSIGNEE OF SHERMAN ACQUISITION	: No.
ASSIGNEE OF HOUSEHOLD BANK (SB) NA/BELTONE	:
ELECTRONICS	:
Plaintiff	: CIVIL ACTION - LAW
vs	:
RUSSELL A SMITH	:
Defendant(s)	:

NOTICIA

USTED HA SIDO DEMANDADO/A EN LA CORTE. Si usted desea defender conta la demanda puestas en las siguientes paginas, usted tienen que tomar acción dentro veinte (20) dias después que esta Demanda y Aviso es servido, con entrando por escrito una apariencia personalmente o por un abogado y archivando por escrito con la Corte sus defensas o objeciones a las demandas puestas en esta contra usted. Usted es advertido que si falla de hacerlo el caso puede proceder sin usted y un juzgamiento puede ser entrado conta usted por la Corte sin mas aviso por cualquier dinero reclamado en la Demanda o por cualquier otro reclamo o alivio solicitado por Demandante. Usted puede perder dinero o propiedad o otros derechos importante para usted.

USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELEFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEERE CON INFORMACION DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEERE INFORMACION ACERCA AGENCIAS. QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

Clearfield County Courthouse
David S. Meholic, Court Administrator 230 East Market Street
Clearfield, PA 16830
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC	:	
ASSIGNEE OF SHERMAN ACQUISITION	:	No.
ASSIGNEE OF HOUSEHOLD BANK (SB) NA/BELTONE	:	
ELECTRONICS	:	
Plaintiff	:	CIVIL ACTION - LAW
vs	:	
RUSSELL A SMITH	:	
Defendant(s)	:	

COMPLAINT

AND NOW, comes the Plaintiff, by and through its attorneys and the law firm of Wolpoff & Abramson, LLP, and files this Complaint and in support avers as follows:

1. Plaintiff is LVNV FUNDING, LLC ASSIGNEE OF SHERMAN ACQUISITION ASSIGNEE OF HOUSEHOLD BANK (SB) NA/BELTONE ELECTRONICS , located at 15 South Main Street Greenville, SC 29601.
2. Defendant, RUSSELL A SMITH, is an adult individual with a last known address of 1665 Treasure Lk Du Bois, Clearfield County, PA 15801.
3. It is averred that Defendant was issued an open end credit account (hereinafter "Account").

4. At all relevant times material hereto, Defendant has been regular users of said Account for the purchase of products, goods and/or for obtaining services.

5. Defendant was provided with copies of the Statement of Accounts showing all debits and credits for transactions on the aforementioned credit card account to which there was no bona fide objection by Defendant. A true and correct copy of the Statement of Account is attached hereto, incorporated herein and marked as Exhibit "A".

6. Defendant did not object to the above-mentioned statement submitted by Plaintiff and/or its assignors to Defendant.

7. As of the date of this Complaint, the remaining balance due, owing and unpaid on Defendant's credit card account as a result of the charges made by said Defendant and/or any authorized users is the sum of \$6,930.13.

8. Interest has accrued from the charge off date at a rate of 6 %.

9. As of the date of the filing of this Complaint, the amount of interest which has accrued is the sum of \$969.45.

10. As of the filing of this Complaint, Plaintiff has incurred reasonable attorney's fees from the law office of Wolpoff & Abramson, LLP in the collection of the amounts due from Defendant incident to the within action based upon 20% of the principal amount due and owing, and Plaintiff shall continue to incur such attorney's fees through the conclusion of the proceedings.

11. The amount of attorney's fees which has accrued is the sum of \$1,386.03.

12. Despite reasonable and repeated demands for payment, Defendant has refused and continues to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.

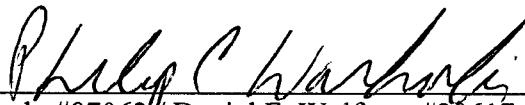
13. Plaintiff performed any and all conditions precedent to the bringing of this action.

14. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter Judgment in favor of the Plaintiff and against Defendant in the amount of \$6,930.13, plus interest in the amount of \$969.45, plus attorney's fees in the amount of \$1,386.03, plus costs of this action and any other relief as this Court deems just and reasonable.

Respectfully Submitted,

Date: 5/9/07

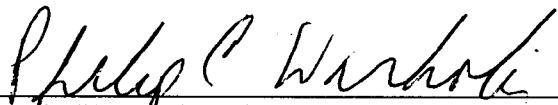

Amy F. Doyle #87062 / Daniel F. Wolfson #20617
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Robert N. Polas, Jr. #201259 / Bruce H. Cherkis #18837
Ronald S. Canter #94000 / Ronald M. Abramson #94266
Wolpoff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

VERIFICATION

The undersigned hereby states that they are the attorney for the Plaintiff who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, they are authorized to take this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Pleading are true and correct to the best of their knowledge, information, and belief, based upon information provided by the Plaintiff.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 5/9/07



Amy F. Doyle #87062 / Daniel F. Wolfson #20617
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Wolpoff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

Exhibit "A"

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC : No. 07-752-CD
ASSIGNEE OF SHERMAN :
ACQUISITION :
ASSIGNEE OF HOUSEHOLD :
BANK (SB) NA/BELTONE : Type of Case: Civil Action
ELECTRONICS :
Plaintiff :
-vs- :
RUSSELL A. SMITH : Type of Pleading:
Defendant : PRAECIPE FOR ENTRY
: OF APPEARANCE
: Filed on Behalf of: Defendant
: Counsel of Record for This
: Party:
: Anthony S. Guido, Esq.
: Supreme Court No. 05877
: Hanak, Guido and Taladay
: P.O. Box 487
: DuBois, PA 15801
: (814) 371-7768

Date: 5-29-07

FILED
MAY 30 2007 NOCC
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

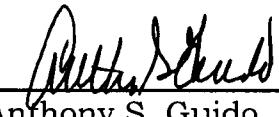
LVNV FUNDING, LLC	:	No. 07-752-CD
ASSIGNEE OF SHERMAN	:	
ACQUISITION	:	
ASSIGNEE OF HOUSEHOLD	:	
BANK (SB) NA/BELTONE	:	
ELECTRONICS	:	
Plaintiff	:	
:		
-vs-	:	
RUSSELL A. SMITH	:	
Defendant	:	

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance on behalf of the Defendant,
Russell A. Smith, in the above captioned matter.

Respectfully submitted,
HANAK, GUIDO and TALADAY



Anthony S. Guido, Esq.
Supreme Court No. 05877
Hanak, Guido and Taladay
P.O. Box 487
DuBois, PA 15801
(814) 371-7768

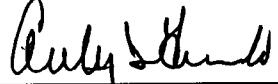
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC	:	No. 07-752-CD
ASSIGNEE OF SHERMAN	:	
ACQUISITION	:	
ASSIGNEE OF HOUSEHOLD	:	
BANK (SB) NA/BELTONE	:	
ELECTRONICS	:	
Plaintiff	:	
	:	
-vs-	:	
RUSSELL A. SMITH	:	
	:	
Defendant		

CERTIFICATE OF SERVICE

I certify that on the 29th day of May, 2007, a true and correct copy of the Praeclipe for Entry of Appearance was sent via first class mail, postage prepaid, to the following:

Philip C. Warholic, Esq.
Wolpoff & Abramson, LLP
4660 Trindle Road, Suite 300
Camp Hill, PA 17011



Anthony S. Guido, Esq.
Attorney for Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC : No. 07-752-CD
ASSIGNEE OF SHERMAN :
ACQUISITION :
ASSIGNEE OF HOUSEHOLD :
BANK (SB) NA/BELTONE : Type of Case: Civil Action
ELECTRONICS :
Plaintiff :
-vs- : Type of Pleading:
RUSSELL A. SMITH : CERTIFICATE OF
Defendant : SERVICE
: Filed on Behalf of: Defendant
: Counsel of Record for This
: Party:
: Anthony S. Guido, Esq.
: Supreme Court No. 05877
: Hanak, Guido and Taladay
: P.O. Box 487
: DuBois, PA 15801
: (814) 371-7768

Date: 5-29-07

FILED NO CC
MAY 30 2007
LSM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC	:	No. 07-752-CD
ASSIGNEE OF SHERMAN	:	
ACQUISITION	:	
ASSIGNEE OF HOUSEHOLD	:	
BANK (SB) NA/BELTONE	:	
ELECTRONICS	:	
Plaintiff	:	
-vs-	:	
RUSSELL A. SMITH	:	
Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 29th day of May, 2007, a true and correct copy of the Preliminary Objections was sent via first class mail, postage prepaid, to the following:

Philip C. Warholic, Esq.
Wolpoff & Abramson, LLP
4660 Trindle Road, Suite 300
Camp Hill, PA 17011



Anthony S. Guido, Esq.
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC., : NO. 07-752-CD
ASSIGNEE OF SHERMAN ACQUISITION, :
ASSIGNEE OF HOUSEHOLD BANK (SB) NA/ :
BELTONE ELECTRONICS, :
PLAINTIFF :
vs. : CIVIL ACTION – LAW
RUSSELL A. SMITH, :
DEFENDANT :
:

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 is served, by entering a written appearance, personally or by attorney, and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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Clearfield County Courthouse
David S. Meholic, Court Administrator
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

FILED

JUN 18 2007

M 12:45 PM

William A. Shaw

Prothonotary/Clerk of Courts

1 CENT TO PARTY

(6K)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC.,	:	NO. 07-752-CD
ASSIGNEE OF SHERMAN ACQUISITION,	:	
ASSIGNEE OF HOUSEHOLD BANK (SB) NA/	:	
BELTONE ELECTRONICS,	:	
PLAINTIFF	:	
vs.	:	CIVIL ACTION – LAW
RUSSELL A. SMITH,	:	
DEFENDANT	:	

NOTICIA

USTED HA SIDO DEMANDADO/A EN LA CORTE. Si usted desea defender conta la demanda puestas en las siguientes paginas, usted tienen que tomar acción dentro veinte (20) dias después que esta Demanda y Aviso es servido, con entrando por escrito una apariencia personalmente o por un abogado y archivando por escrito con la Corte sus defensas o objeciones a las demandas puestas en esta contra usted. Usted es advertido que si falla de hacerlo el caso puede proceder sin usted y un juzgamiento puede ser entrado conta usted por la Corte sin mas aviso por cualquier dinero reclamado en la Demanda o por cualquier otro reclamo o alivio solicitado por Demandante. Usted puede perder dinero o propiedad o otros derechos importante para usted.

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SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEERE INFORMACION ACERCA AGENCIAS. QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

Clearfield County Courthouse
David S. Meholic, Court Administrator
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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC., ASSIGNEE OF SHERMAN ACQUISITION, ASSIGNEE OF HOUSEHOLD BANK (SB) NA/ BELTONE ELECTRONICS, PLAINTIFF	:	NO. 07-752-CD
vs.	:	CIVIL ACTION – LAW
RUSSELL A. SMITH, DEFENDANT	:	

AMENDED COMPLAINT

AND NOW, comes the Plaintiff, by and through its attorneys, the law firm of Wolpoff & Abramson, L.L.P., and files the within Complaint and in support avers as follows:

1. Plaintiff, LVNV Funding, LLC., Assignee of Sherman Acquisition, Assignee of Household Bank (SB) NA/Beltone Electronics, located at 15 South Main Street, Greenville, SC 29601, is a business entity doing business within the Commonwealth of Pennsylvania and the other states of the United States.
2. Defendant, RUSSELL A. SMITH, is an adult individual with a last known address of 1665 Treasure Lk, DuBois, CLEARFIELD County, PA 15801.
3. That Plaintiff initiated this action by filing its Complaint on or about May 1, 2007.
4. That the within Amended Complaint is being filed in an attempt to cure Defendant's Preliminary Objections which were filed on or about May 29 2007.
5. It is averred that Defendant was issued an open end credit account by Plaintiff's assignor. The Terms and Conditions governing said account are attached hereto, incorporated herein and marked as Exhibit "A".
6. At all relevant times material hereto, Defendant has been a regular user

of said charge account for the purchase of products, goods and/or for obtaining services or funds, with the account having been charged off on December 31, 2004. A true and correct copy of the account history associated with the aforementioned account is attached hereto, incorporated herein and marked as Exhibit "B."

7. Defendant was provided with copies of the Statements of Account showing all debits and credits for transactions on the aforementioned credit card account to which there was no bona fide objection by Defendant.

8. As of the date of the original Complaint, the remaining balance due, owing and unpaid on Defendant's credit account, as a result of charges made by said Defendant and/or any authorized users is the sum of Six Thousand Nine Hundred Thirty and 13/100 (\$6,930.13) Dollars.

9. Interest has accrued from the charge off date at a rate of 6%.

10. The amount of interest which has accrued on the aforementioned account is the sum of Nine Hundred Sixty-Nine and 45/100 (\$969.45) Dollars.

11. As of the filing of this Complaint, Plaintiff has incurred reasonable attorney's fees from the law office of Wolpoff & Abramson, LLP, in the collection of the amounts due from Defendant incident to the within action based upon 20% of the principal amount due and owing, and Plaintiff shall continue to incur such attorney's fees through the conclusion of the proceedings. See the attached Exhibit "A." Under the subsection entitled "Default and Termination of Agreement" the Terms and Conditions provide that upon default "You will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by the law in the state in which you reside."

12. The amount of attorney's fees which has accrued is the sum of One Thousand Three Hundred Eighty-Six and 03/100 (\$1,386.03) Dollars.

13. Despite reasonable and repeated demands for payment, Defendant has failed, refused and continues to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.

14. Plaintiff performed any and all conditions precedent to the bringing of this action.

15. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter judgment in favor of Plaintiff and against Defendant, in the amount of Six Thousand Nine Hundred Thirty and 13/100 (\$6,930.13) Dollars, plus interest at a rate of six (6%) percent in the amount of Nine Hundred Sixty-Nine and 45/100 (\$969.45) Dollars, plus attorney's fees in the amount of One Thousand Three Hundred Eighty-Six and 03/100 (\$1,386.03) Dollars, plus the costs of this action and such other relief as the Court deems proper and just.

Respectfully submitted,

Amy F. Doyle, Esquire ID No. 87062
Daniel F. Wolfson, Esquire ID No. 20617
Philip C. Warholic, Esquire ID No. 86341
David R. Galloway, Esquire ID No. 87326
Tonilyn M. Chippie, Esquire ID No. 87852
Sarah E. Ehasz, Esquire ID No. 86469
Robert N. Polas, Jr., Esquire ID No. 201259
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
(717) 303-6700
Counsel for Plaintiff

EXHIBIT "A"

LAW OFFICES
WOLPOFF & ABRAMSON, L.L.P.
*ATTORNEYS IN THE PRACTICE
OF DEBT COLLECTION*
4660 TRINDE ROAD
THIRD FLOOR
CAMP HILL, PA 17011
717-303-6700

MV 2/27/77

Household Bank

CARDMEMBER AGREEMENT AND DISCLOSURE STATEMENT

GENERIC AG1138V

The board changes to your Cardmember Agreement and Disclosure Statement are effective with billing cycles beginning on or after February 1, 1999, when otherwise noted. Until the effective date noted for the changes, your current Cardmember Agreement and Disclosure Statement remains in force for the board sections. Please keep them with your important papers.

AGREEMENT TO TERMS/TERMS OF ACCORDING/DEFINITION OF PARTIES

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

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

PROMISE TO PAY

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

MAXIMUM CREDIT LIMIT

You will not exceed the credit limit that we set for you. You may obtain credit by any means approved by us until the total unpaid balance of your Account reaches your credit limit. At our discretion, we may limit the amount of any type of transaction on your Account, including Cash Advances. You agree that any transaction limitations may change at any time without notice to you as long as the limit is applied to all or a substantial portion of our accounts. You agree not to allow your total unpaid balance, including Finance Charges and other charges, to exceed your credit limit established by us from time to time. We are not required to make Cash Advances (including accepting credit card checks or Automated Teller Machine ("ATM") transactions), or extend credit for purchases at your request if you have exceeded your credit limit, but if we do, you agree to pay us that excess amount, any overlimit fee and applicable Finance Charges, immediately. We are not required to make advances which exceed the amount of your credit limit even if your Account has additional credit available. When you make a payment, your available credit may not reflect that payment for up to 14 days.

STATEMENT

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

PAYMENT

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

For billing cycles beginning on or after May 1, 1998, the Minimum Payment each month will be equal to the greater of:

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

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

FINANCE CHARGE

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

(a) **Periodic Finance Charges.** These are computed by multiplying the "Daily Periodic Rate" by the Average Daily Balance of your Account and then multiplying the result by the number of days in the billing cycle. For billing cycles beginning on or after June 1, 1998, to get the "Daily Balance", we take the beginning debit balance of your Account each day, add any new purchases and/or Cash Advances (whether in cash, by credit card check, by ATM or otherwise), any previous day's periodic Finance Charges, the Annual Fee (if applicable), Cash Advance fees, any late charges, any overlimit fees and other administrative charges (including credit life insurance) on your Account, and subtract any payments and/or credits applied to your Account. If a debit transaction posts after the beginning of your billing cycle, but the transaction occurred prior to the beginning of your billing cycle, the daily balance will be adjusted to include the transaction amount and any previous day's periodic Finance Charges, for each day the transaction was outstanding prior to the beginning of the current billing cycle. Then we add all the Daily Balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance.

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

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

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

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

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

You qualify for the Customary APR as long as your Minimum Payment is received and posted to your Account within 30 days of the Payment Due Date. If your Minimum Payment is 30 or more days late, your Account will no longer be eligible for the Customary APR and your entire balance will charge to the Default APR. If at any time the Customary APR exceeds the Default APR, then the Customary APR will apply to the balance of your Account. Your Account may be reconsidered for a lower rate after you re-establish and maintain your Account in good standing for six consecutive months.

For billing cycles beginning on or after May 1, 1998, the Daily Periodic Rate for the Default APR will be based on 1/365th of the sum of the Index plus 20.25% ("Spread") and is applicable to the billing cycle that begins on or after the first day of the next succeeding month. For example, for billing cycles beginning December 1, 1998, the FINANCE CHARGE for the Default APR would have been a Daily Periodic Rate of .07658% (corresponding to a 27.99% ANNUAL PERCENTAGE RATE). The minimum rate of FINANCE CHARGE for the Default APR will be a Daily Periodic Rate of .07658% (corresponding to a 27.99% ANNUAL PERCENTAGE RATE). An increase in the Prime Rate will increase your applicable Daily Periodic Rate for the Customary and Default APRs, which may increase the Finance Charge and the Minimum Payment due on your Account.

For billing cycles beginning on or after May 1, 1998, periodic Finance Charges on purchases begin to accrue on the date of the purchase transaction (including administrative fees and billed but unpaid Finance Charges) except that no periodic Finance Charges will be incurred on new credit card purchases if the New Balance on every statement is paid in full within 25 days after the close of the billing cycle (called your "Grace Period"). If the New Balance is not paid in full for any cycle after having been paid in full or having been a zero balance for the previous cycle, periodic Finance Charges will be incurred on new credit card purchases comprising that New Balance from the transaction date. For any billing cycle immediately following one for which there was a New Balance that was not paid in full within 25 days following the close of the previous billing cycle, periodic Finance Charges will be incurred on credit card purchases from the date of the transaction and on previously billed but unpaid purchases from the beginning of the current cycle.

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

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

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

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

MINIMUM FINANCE CHARGE

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

ANNUAL FEE

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

LATE CHARGE

If we do not receive the Minimum Payment within 25 days after the close of the billing cycle, you agree to pay a \$20 charge.

RETURNED CHECK CHARGE

You agree to pay \$20 each time your payment on your Account is returned uncollected by your bank or other financial institution. You agree that this fee may be added to your Account.

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

OVERLIMIT FEE

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

RESEARCH CHARGE

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

APPLICATION OF PAYMENTS

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

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

DEFECT AND TERMINATION OF AGREEMENT

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

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

CREDIT AUTHORIZATIONS

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

CARD RENEWAL

Cards are issued with an expiration date. We have the right not to renew your Card for any reason.

CARD CANCELLATION

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

CLOSING YOUR ACCOUNT

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

LIABILITY FOR UNAUTHORIZED USE

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

SECURITY

We are extending you an unsecured line of credit. We therefore waive any security interest that might arise under this Agreement due to language in other loan agreements you may have with us.

LOST OR STOLEN CREDIT CARD CHECKS

You agree to notify us immediately if any credit card checks are lost or stolen. You may notify us by calling 1-800-305-4500.

CHANGE OF NAME, ADDRESS, TELEPHONE NUMBER OR EMPLOYMENT

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

STOP PAYMENT

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

Indicate the number, page, amount, and date of the credit entries checked on which payment is to be stopped. If you will, you may consider the call in writing within 14 days. A written notice in writing.

If any provision of this Agreement is held invalid or unenforceable under any law, rule or regulation, all other provisions of this Agreement will remain valid and enforceable.

WHAT TO DO IF THERE'S AN ERROR IN YOUR BILL

THE SOUTHERN STATES

Household Credit Services, Inc. provide preexisting services from Household Back (Kinsdale), N.D. You may write to us at Household Credit Services, Inc., 1000 15th Street, Suite 1000, Denver, Colorado 80202.

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

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

Thomas M. Kean
Executive Vice President
December 1, 1988

Thomas M. Kean
Executive Vice President
December 1, 1988

NOTICE OF CASH OR PAYMENTS MADE TO SUSPECTED ROBBER
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 to the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we send you the bill so when the bill arrives at your address, you can telephone us, but nothing will be done to protect your rights. To your letter give us the following information: your name and account number, the date, amount of the suspected payment, describe the card and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment you must write to us and reach us in the unusual days before the automatic payment is scheduled to occur.

WE MUST EXERCISE POWER AFTER WILLIS GOES, UNLESS WE HAVE CONTROLLED HIS ARREST BY THAT TIME. Right. Right, we made that correct. I have to explain why we believe the bill was correct. After we received your letter, we wanted to go back and re-examine your questions, or re-examine your arguments. We can continue to bill you for the amount you've been quoted, including *Stamps, Damps*, and we can apply for any unapplied amount, which your credit limit. You do not have to pay any amount.

our superlative performance may please and reward telephone customers better still you and our representatives in order to maintain the quality of our services to you and to other customers.

It is agreed that we may share credit information on debts about which you or your company may have personal related to us, concerning financial or credit information or to company control. You may provide the same, or credit information by writing to us at P.O. Box 5125, Bellmore, NY 11712-5125 and including the name, address, middle name, telephone, telephone and, if applicable, account number, for each person making the selection. Your request will not apply to information relating to your transactions or experiences with us.

If you have a problem with the quality or service that you purchased with credit, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay for a reasonable amount due on the property or service. There are two indications you might:

(a) You must have made the purchase in your home state or, if

GATE 2010

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a credit reporting agency. If any specific information related to your Account transaction or credit exposure with us is inaccurate, you may notify us and request us to correct the inaccurate information (within 30 days of the original entry) reported to any credit reporting agency by writing to us at P.O. Box 8570, Las Vegas, NV 89158.

Household Bank is a registered name of Household International, Inc.

(b) The purchase price must have been more than £50.
These limitations do not apply if the person is entitled to a discount, or
was induced to buy the item by reason of the property or services.

LAW OFFICES
WOLPOFF & ABRAMSON, L.L.P.
ATTORNEYS *IN THE PRACTICE*
OF DEBT COLLECTION
4660 TRINDE ROAD
THIRD FLOOR
CAMP HILL, PA 17011
717-303-6700

EXHIBIT "B"

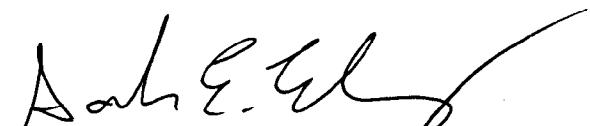
ACCT#7001038100252794 BAL 6930.13 C/O DT 12/31/04 LPYMT DT
NAME RUSSELL A SMITH
ADDR 1665 TREASURE LK
CITY ST ZIP DU BOIS PA 15801
HMPH 8149276915 WKPH 8143757176 SSN XXX-XX-9510
*SFG-ACCTID *SFG-PORTF-ID*SFG-BATCH-ID*SFG-POOL *SFG-CARD-TYPE
113296018 4875 76472
*SFG-MERCHANT *SFG-ACCT-NO
HOUSEHOLD - BELTONE ELECTRONICS 7001038100252794
*SFG-SSN *SFG-DOB *SFG-PREFIX*SFG-F-NAME
XXX-XX-9510 RUSSELL A
*SFG-L-NAME *SFG-SUFFIX
SMITH
*SFG-ADDR1
1665 TREASURE LK
*SFG-ADDR2 *SFG-CITY *SFG-ST
DU BOIS PA
*SFG-ZIP *SFG-HOME-PH *SFG-WORK-PH *SFG-WIRELESS-PH
15801 8149276915 8143757176
*SFG-OTHER-PH *SFG-POE
9414738791
*SFG-POE-ADDR *SFG-CO-DEB-SSN*SFG-CO-DEB-DOB
XXX-XX-0000
*SFG-CO-DEB-PREFIX*SFG-CO-DEB-FRST-NAME
*SFG-CO-DEB-LST-NAME *SFG-CO-DEB-SUFFIX
*SFG-CO-DEB-ADDR
*SFG-CO-DEB-ADDR2 *SFG-CO-DEB-CITY
*SFG-CO-DEB-ST*SFG-CO-DEB-ZIP*SFG-CO-DEB-HM-PH *SFG-CO-DEB-WK-PH
*SFG-CO-DEB-WIRELESS-PH*SFG-CO-DEB-OTH-PH
*SFG-CO-DEB-POE
*SFG-CO-DEB-POE-ADDR1

VERIFICATION

The undersigned hereby states that he/she is the attorney for the Plaintiff, LVNV Funding, LLC., who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, he/she is authorized to take this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Amended Complaint are true and correct to the best of his/her knowledge, information, and belief, based upon information provided by the Plaintiff.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: June 14, 2007


Amy F. Doyle, Esquire ID No. 87062
Daniel F. Wolfson, Esquire ID No. 20617
Philip C. Warholic, Esquire ID No. 86341
David R. Galloway, Esquire ID No. 87326
Tonilyn M. Chippie, Esquire ID No. 87852
Sarah E. Ehasz, Esquire ID No. 86469
Robert N. Polas, Jr., Esquire ID No. 201259
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
(717) 303-6700
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC., ASSIGNEE OF SHERMAN ACQUISITION, ASSIGNEE OF HOUSEHOLD BANK (SB) NA/ BELTONE ELECTRONICS, PLAINTIFF	NO. 07-752-CD
vs.	CIVIL ACTION – LAW
RUSSELL A. SMITH, DEFENDANT	

CERTIFICATE OF SERVICE

The undersigned does hereby certify that I served a copy of the foregoing
Amended Complaint upon counsel for the Defendant, by First Class Mail, Postage Pre-
Paid, a copy thereof on this 14th day of June, 2007, to:

Anthony S. Guido, Esquire
Hanak, Guido and Taladay
P.O. Box 487
DuBois, Pa 15801



Amy F. Doyle, Esquire ID No. 87062
Daniel F. Wolfson, Esquire ID No. 20617
Philip C. Warholic, Esquire ID No. 86341
David R. Galloway, Esquire ID No. 87326
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Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, 3rd Floor
Camp Hill, PA 17011
(717) 303-6700
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

UA

LVNV FUNDING, LLC : No. 07-752-CD
ASSIGNEE OF SHERMAN :
ACQUISITION :
ASSIGNEE OF HOUSEHOLD :
BANK (SB) NA/BELTONE : Type of Case: Civil Action
ELECTRONICS :
Plaintiff :
-vs- : Type of Pleading:
RUSSELL A. SMITH : PRELIMINARY OBJECTIONS
Defendant : Filed on Behalf of: Defendant
: Counsel of Record for This
: Party:
: Anthony S. Guido, Esq.
: Supreme Court No. 05877
: Hanak, Guido and Taladay
: P.O. Box 487
: DuBois, PA 15801
: (814) 371-7768

371-6900

Date: 5-25-07

FILED
m 79476/ NO CC
MAY 30 2007
6K

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC	:	No. 07-752-CD
ASSIGNEE OF SHERMAN	:	
ACQUISITION	:	
ASSIGNEE OF HOUSEHOLD	:	
BANK (SB) NA/BELTONE	:	
ELECTRONICS	:	
Plaintiff	:	
:		
-vs-	:	
RUSSELL A. SMITH	:	
Defendant	:	

DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S COMPLAINT

Defendant, Russell A. Smith, by and through his attorneys, Hanak, Guido & Taladay, hereby submits the following Preliminary Objections to Plaintiff's Complaint pursuant to Pa.R.C.P. 1028(a) and in support thereof avers the following:

1. Plaintiff commenced this action by filing a Complaint on May 14, 2007.
2. In paragraphs 10 and 11 of said Complaint, Plaintiff alleges that the Plaintiff is entitled to its attorneys' fees in prosecuting this action.
3. Under Pennsylvania law, attorneys' fees are not an element of damages that may be claimed pursuant to a contract action.

WHEREFORE, Defendant respectfully requests that this Court grant his Preliminary Objections by way of a demurer and dismiss the claim for attorneys' fees as set forth in the Plaintiff's Compliant.

Respectfully submitted,

HANAK, GUIDO & TALADAY


Anthony S. Guido
Attorney for Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

UA

LVNV FUNDING, LLC : No. 07-752-CD
ASSIGNEE OF SHERMAN :
ACQUISITION :
ASSIGNEE OF HOUSEHOLD :
BANK (SB) NA/BELTONE : Type of Case: Civil Action
ELECTRONICS :
Plaintiff :
-vs- : Type of Pleading:
RUSSELL A. SMITH : PRELIMINARY OBJECTIONS
Defendant : TO AMENDED COMPLAINT
: Filed on Behalf of: Defendant
: Counsel of Record for This
: Party:
: Anthony S. Guido, Esq.
: Supreme Court No. 05877
: Hanak, Guido and Taladay
: P.O. Box 487
: DuBois, PA 15801
: (814) 371-7768

Date: 4-20-07

FILED

JUN 21 2007

10:15 AM
William A. Shaw
Prothonotary/Clerk of Courts
No C/C

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC	:	No. 07-752-CD
ASSIGNEE OF SHERMAN	:	
ACQUISITION	:	
ASSIGNEE OF HOUSEHOLD	:	
BANK (SB) NA/BELTONE	:	
ELECTRONICS	:	
Plaintiff		:
		:
-vs-		:
		:
RUSSELL A. SMITH	:	
		:
Defendant		

DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S AMENDED COMPLAINT

Defendant, Russell A. Smith, by and through his attorneys, Hanak, Guido & Taladay, hereby submits the following Preliminary Objections to Plaintiff's Amended Complaint pursuant to Pa.R.C.P. 1028(a) and in support thereof avers the following:

1. Plaintiff commenced this action by filing a Complaint on May 14, 2007.
2. In paragraphs 10 and 11 of said original Complaint, Plaintiff alleged that the Plaintiff is entitled to its attorneys' fees in prosecuting this action.
3. In response to the Defendant's Preliminary Objections, Plaintiff filed an Amended Complaint alleging in paragraphs 5, 6, and 11 that the Defendant, Russell A. Smith, entered in to an open end credit account and was a regular user of said charges for the purchases of products and

so forth. Plaintiff further claims that pursuant to said open end credit account, Defendant is entitled to attorney's fees based upon 20% of the principal amount owing.

4. The alleged terms of said open end credit account are attached to the Complaint as Exhibit "A". The Plaintiff has not alleged any documentary evidence that shows that Defendant signed any application for said account or agreed to the terms and conditions of said account.

5. Under the law of Pennsylvania, there can be no recovery for counsel's fees from the adverse party to a cause in absence of a statutory allowance of the same or a clear agreement by the parties. See Shanks v. Alderson, 399 Pa.Super 485, 582 A.2d 883 (1990). Superior Court.

6. In addition, the Plaintiff alleges that it has incurred attorney's fees in the sum of \$ 1,386.03 but does not attach an itemized statement of the legal services rendered for said attorney's fees.

WHEREFORE, Defendant respectfully requests that your Honorable Court enter an Order dismissing Plaintiff's claim for attorneys' fees or, in the alternative, order Plaintiff to file an amended complaint setting forth an itemized statement of the attorney's fees incurred to date.

Respectfully submitted,

HANAK, GUIDO & TALADAY



Anthony S. Guido
Attorney for Defendant

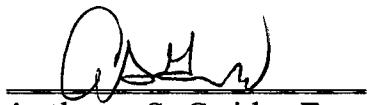
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC	:	No. 07-752-CD
ASSIGNEE OF SHERMAN	:	
ACQUISITION	:	
ASSIGNEE OF HOUSEHOLD	:	
BANK (SB) NA/BELTONE	:	
ELECTRONICS	:	
Plaintiff	:	
	:	
-vs-	:	
RUSSELL A. SMITH	:	
	:	
Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 20th day of June, 2007, a true and correct copy of the Defendant's Preliminary Objections to Plaintiff's Amended Complaint was served via first class mail, postage prepaid, on the following:

Philip C. Warholic, Esq.
Wolpoff & Abramson, LLP
4660 Trindle Road, Suite 300
Camp Hill, PA 17011



Anthony S. Guido, Esq.
Attorney for Defendant

WA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC : No. 07-752-CD
ASSIGNEE OF SHERMAN :
ACQUISITION :
ASSIGNEE OF HOUSEHOLD :
BANK (SB) NA/BELTONE :
ELECTRONICS :
Plaintiff :
-vs- :
RUSSELL A. SMITH :
Defendant :
:

FILED 12CC
01/4/00/01 Atty Guido
JUN 28 2007
(6K)

William A. Shaw
Prothonotary/Clerk of Courts

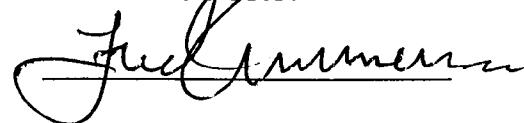
ORDER OF COURT

AND NOW, this 27 day of June, 2007, upon consideration
of the within Preliminary Objections,

~~IT IS HEREBY ORDERED that Defendant shall file his Brief in
support of preliminary objections on or before the _____ day of _____,
2007, and Plaintiff shall file its Brief within _____ days thereafter.~~ FSA

IT IS FURTHER ORDERED that Argument is scheduled to be held
on the 9th day of August, 2007, at 9:30 o'clock A.M. in
Courtroom No. 1 of the Clearfield County Courthouse, 230 E. Market
Street, Clearfield, Pennsylvania.

BY THE COURT:



IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC : No. 07-752-CD
ASSIGNEE OF SHERMAN :
ACQUISITION :
ASSIGNEE OF HOUSEHOLD :
BANK (SB) NA/BELTONE : Type of Case: Civil Action
ELECTRONICS :
Plaintiff :
-vs- : Type of Pleading:
RUSSELL A. SMITH : CERTIFICATE OF
Defendant : SERVICE
: Filed on Behalf of: Defendant
: Counsel of Record for This
: Party:
: Anthony S. Guido, Esq.
: Supreme Court No. 05877
: Hanak, Guido and Taladay
: P.O. Box 487
: DuBois, PA 15801
: (814) 371-7768

Date: 7/3/07

FILED *10cc*
JUL 16 2007
2007
JUL 05 2007
B
William A. Shaw
Notary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC	:	No. 07-752-CD
ASSIGNEE OF SHERMAN	:	
ACQUISITION	:	
ASSIGNEE OF HOUSEHOLD	:	
BANK (SB) NA/BELTONE	:	
ELECTRONICS	:	
Plaintiff	:	
-vs-		
RUSSELL A. SMITH	:	
Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 3rd day of July, 2007, a true and correct copy of the Order of Court scheduling argument on Defendant's Preliminary Objections was sent via first class mail, postage prepaid, to the following:

Sarah E. Ehasz, Esq.
Philip C. Warholic, Esq.
Wolpoff & Abramson, LLP
4660 Trindle Road, Suite 300
Camp Hill, PA 17011



Anthony S. Guido, Esq.
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LVNV FUNDING, LLC
ASSIGNEE OF SHERMAN ACQUISITION
ASSIGNEE OF HOUSEHOLD BANK (SB)
NA/BELTONE ELECTRONICS
Plaintiff

No. 07-752-CD
CIVIL ACTION - LAW

VS

RUSSELL A SMITH
Defendant(s)

PRAECLPICE TO DISCONTINUE

To the Prothonotary:

Please mark the above-entitled case as discontinued without prejudice.

Respectfully Submitted,

Date: 7/11/07



Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259 / Bruce H. Cherkis #18837
Ronald S. Canter #94000 / Ronald M. Abramson #94266
Wolpoff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

FILED *acc & acpt
m/3:43pm to Atty
JUL 16 2007 Warholic*
i.m.

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

LVNV FUNDING, LLC No. 07-752-CD
ASSIGNEE OF SHERMAN ACQUISITION
ASSIGNEE OF HOUSEHOLD BANK (SB)
NA/BELTONE ELECTRONICS CIVIL ACTION - LAW
Plaintiff

vs.

RUSSELL A SMITH
Defendant(s)

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a copy of the foregoing praecipe was served this date by Regular Mail, Postage Pre-Paid on this 11th day of

July, 2007

Anthony S. Guido
P.O. Box 487
DuBois, PA 15801

Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
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4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

**LVNV Funding LLC
Sherman Acquisition
Household Bank (SB), NA
Beltone Electronics**

Vs. No. 2007-00752-CD
Russell A. Smith

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on July 16, 2007, marked:

Discontinued without prejudice

Record costs in the sum of \$85.00 have been paid in full by Philip C. Warholic Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 16th day of July A.D. 2007.



William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102789
NO: 07-752-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: LNV FUNDING, LLC Assignee
vs.
DEFENDANT: RUSSELL A. SMITH

SHERIFF RETURN

NOW, May 23, 2007 AT 2:35 PM SERVED THE WITHIN COMPLAINT ON RUSSELL A. SMITH DEFENDANT AT 1665 TREASURE LAKE a/k/a SEC 7 LOT 89, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DELORES SMITH, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

FILED
010:556V
OCT 08 2007
CS
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	189311	10.00
SHERIFF HAWKINS	WOLPOFF	189311	36.43

Sworn to Before Me This

____ Day of _____ 2007

So Answers,

Chester A. Hawkins
by Marly Harns
Chester A. Hawkins
Sheriff