

07-927-CD
Investment Ret. Vs Karen Simmers

2007-927-CD
Investment et al vs Karen Simmers

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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

INVESTMENT RETRIEVERS, INC., | CIVIL DIVISION
a corporation, assignee of |
Chase Manhattan Bank/Bank One |

Plaintiff(s), | No. 2007-927-CD
v. |

KAREN E. SIMMERS, |
an individual |

Defendant(s), |

COMPLAINT |

Code No. _____ |

Filed on Behalf of: |

PLAINTIFF |

ATTORNEY OF RECORD FOR THIS PARTY |

Louis B. Swartz |

PA. ID # 00242 |

SWARTZ, LOVEJOY & ASSOCIATES |
16th FLOOR LAW AND FINANCE BUILDING |
PITTSBURGH, PENNSYLVANIA 15219 |

(412) 288-0300 |
;80257 |

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

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

INVESTMENT RETRIEVERS, INC.,
a corporation, assignee of
Chase Manhattan Bank/Bank One

Plaintiff(s),

No. 2007

v.

KAREN E. SIMMERS,
an individual

Defendant(s),

NOTICE TO DEFEND AND CLAIM RIGHTS

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

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

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

PENNSYLVANIA LAWYER REFERRAL SERVICE
100 South Street
P.O. Box 186
Harrisburg, PA 17108

1-800-692-7375

NOTDEFPA.PLE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONINVESTMENT RETRIEVERS, INC.,
a corporation, assignee of
Chase Manhattan Bank/Bank One

Plaintiff(s),

No. 2007

v.

KAREN E. SIMMERS,
an individual

Defendant(s),

COMPLAINT

1. Plaintiff(s) is INVESTMENT RETRIEVERS, INC., a corporation, assignee of Chase Manhattan Bank/Bank One. Plaintiff's address is 429 Fourth Avenue, Suite 1600, Pittsburgh PA 15219.
2. Defendant(s) is KAREN E. SIMMERS, an individual. Defendant's address is 4458 Heverly Boulevard, Coalport, Pa 16627.
3. Defendant entered into an agreement with Plaintiff's assignor, Chase/Bank One, for the purpose of obtaining a credit card account, which Plaintiff's assignor granted to Defendant account number 5260-3600-8016-3167. True and correct copies of the documents of Defendant's account with Plaintiff are attached hereto as Exhibit "A".
4. Defendant thereafter used the account and made the charges thereto for which there is a balance remaining of \$3,032.54 which, together with interest at the contractual rate of 2.00% per month is unpaid ever since March 31, 2005. The account has been assigned to Plaintiff for value.

WHEREFORE, Plaintiff demands Judgment against Defendant(s) in the amount of \$3,032.54 plus interest from March 31, 2005 and costs.



Louis B. Swartz
Attorney for PLAINTIFF
SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300

STATE OF CALIFORNIA)
)
COUNTY OF EL DORADO)
)
) SS.

VERIFIED STATEMENT OF ACCOUNT

Before the undersigned officer duly authorized to administer oaths comes TERI MORET-FORESTER the custodian of records who has reviewed the account of KAREN E SIMMERS, on an obligation under a credit card agreement with CHASE/BANK ONE as the original creditor bearing account number 5260360080163167, with a last payment date of 08/02/04, which has now been transferred and then assigned to Investment Retrievers, Inc. on which there is a principal balance due of \$3,032.54 plus interest accrued and accruing at the contract default rate of 2% per month from the date of charge off of 03/31/05 and continuing pursuant to the credit card member agreement until paid.

I further state, upon information and belief that the above named individual IS NOT in the military service.

Executed this 19th day of April, 2007.

Investment Retrievers, Inc. as assignee of
CHASE/BANK ONE

By:  Teri Moret-Forester
Custodian of Records

State of California

County of El Dorado

Subscribed and sworn to (or affirmed) before me on this 19th day of April (month), 2011 (year) by Teri Moret-Forester, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Alecia Anna Bell (signature of Notary) (seal of Notary)

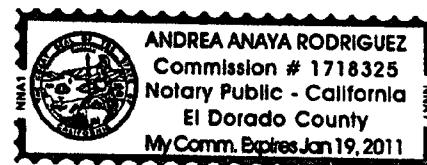


Exhibit A

Primary
34-123
124

EXHIBIT A

BILL OF SALE

Chase Bank USA, N.A. (as successor through merger with Bank One, Delaware, N.A.) ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated August 30, 2005 between Seller and Investment Retrievers, ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Cut-off Date of October 17, 2005 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.

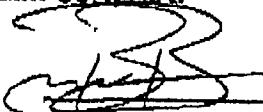
Number of Accounts	2770
Total Unpaid Balances	\$16,550,689.94
Premium	8.53%
Due Seller	\$1,411,733.85

Amounts due to Seller by Purchaser in hereunder shall be paid U.S. Dollars by a wire transfer to be received by Seller on October 28, 2005 (the "Closing Date") by 2:00 p.m. Seller's time, as follows:

JPMorgan Chase Bank
ABA #021000021
Beneficiary Name: Chase Manhattan Bank USA, N.A.
Beneficiary Account: #304-256420

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.

Chase Bank USA, N.A.

By: 

Date: October 19, 2005

Title: Vice President

Investment Retrievers

By: 

Date: 10-19-05

Title: President

CHASE MASTERCARD® and VISA® CARDMEMBER AGREEMENT

R

Purchases (1) Daily Periodic Rate		(2) ANNUAL PERCENTAGE RATE		(3) Variable Rate Index & Margin	
Advances (4) Daily Periodic Rate		(5) ANNUAL PERCENTAGE RATE		(6) Variable Rate Index & Margin	
(7) Annual Fee		(8) Minimum FINANCE CHARGE		(9) Transaction Fee FINANCE CHARGES	
(10) Office Fees and Charges					

GENERAL TERMS

1. **Meaning of Words Used in This Agreement.** In this Agreement, "you", "your", or "yours" means each person who applies for the MasterCard or Visa Account. "We", "us" or "our" means Chase Manhattan Bank USA, National Association. "Authorized User" means any person to whom you have given permission to use your Account. "Account" means the MasterCard or Visa Account for which you have issued cards and checks (including with your Account Number "Card" means all MasterCard or Visa cards) issued in connection with your Account. "Check" means Chase Commercial Checks. "ATM" means Automated Teller Machine. "Check" means a check drawn on Chase Manhattan Bank USA, National Association or one of its affiliates. "Seller" means any merchant, individual company or its agent or broker.

2. **Services of This Account.** This Account may be used for Purchases from any Seller that accepts the Card and for Advances.

3. **To Use Your Card.** You must sign the panel on the back of your Card. Authorized Users of any additional Cards should sign their names on the panel on the back of these Cards. For Purchases, you will have to sign a sales slip that has your name, the Seller's name, and your Account number on it. Unless you let the Seller complete the sales slip for you.

4. **Your Responsibilities for This Account.** You become responsible for Purchases when we receive any notice that you or an Authorized User have used the Account. You are responsible for all amounts charged on this Account. Authorized Users may be required to repay the amounts charged by the charges they make.

5. **Your Credit Line.** Your credit line is the total you may owe on your Account at any time. You will be told this amount of your credit line. You may not use your Account in any way that would cause you to go over your credit line. You may also be asked to immediately pay for any amount over your credit line. We may change your credit line or separate the amount of your credit line into available credit for Purchases and Advances. If the credit line is changed or limited, you will be notified.

6. **Overlimit Fee.** If your account balance (including any Finance Charges and any fees and charges stated on your Account) ever goes over the credit line at the end of a billing cycle, there will be an Overlimit Fee as disclosed in Box 7 above. The fee will be imposed only once during the billing cycle, but will be imposed in each billing cycle that you ever go over your credit line (that is, until you make the transaction which causes your credit line to be exceeded).

7. **Annual Fee.** There is an Annual Fee for this Account. You will be told the Annual Fee as disclosed in Box 7 above whether or not you have used the Account. Your Annual Fee has been waived. It will be imposed when the twelve period has ended, and will then continue to be imposed on an annual basis. The Annual Fee is non-refundable.

8. **Payments.** If you have indicated "I" or "X" or similar marking or other indication on your payment check, and the check is accepted by us, you will not be required to be on balance that may remain on your Account. In any such circumstance, we will not have the right to apply your payments. Although we post your payments as of the date we receive them, your total available Credit may be restored as of the date the funds are credited by us. In rare circumstances, restoring your total Available Credit may be further delayed. Payments must be in United States Dollars and drawn on a United States financial institution or the United States Postal Service.

9. **Returned Payment.** If we will be charged the fees disclosed in Box 10 above by each check or payment instrument given in part, for which it is returned, it is at which the card is processed and document processing procedures.

10. **Minimum Payments.** You may pay either the Minimum Payment or any amount over that to the New Balance. Your Minimum Payment must be made by the Payment Due Date shown on your statement. Your Minimum Payment is calculated by taking the New Balance and deducting all amounts which you have properly notified us are in dispute (based on "In Case of Error, Holdings Against Your Bill") and multiplying that amount by the percent (12%) of the resulting amount, or less than \$10, it will be increased to \$10. To this amount add any Paid Due Amounts and also option, say amounts in excess of your credit line. The Minimum Payment will never be greater than the New Balance.

11. **Late Charge.** There will be a Late Charge in the amount disclosed in Box 11 above if you do not make the Minimum Payment by the end of the billing cycle. There will not be a Late Charge if the amount due is under \$20.

12. **ATM Cards or Checks and Loss of Seller.** If someone loses your Cards or Checks and you let your permission or if they are lost or stolen, contact us immediately. You may call or write. Call 1-800-648-2911 anywhere from 8:00 a.m. through 8:00 p.m. Puerto Rico, and the U.S. Virgin Islands. Write to P.O. Box 5072, New Hyde Park, New York 11040. You may be liable for the unauthorized use of your Cards if in an account that is stored \$50 in any case where your Cards are lost or stolen and you fail to contact us within twenty-four (24) hours. You may be liable for an unauthorized use if you contact us in the manner described immediately above. Within the West (24) hour time limit of losing the unauthorized use occurs.

13. **If Your Card or Check is Lost.** If your Card or Check is lost, we are not responsible if a Seller, Bank or ATM refuses to honor your Card or Check. Although you may have credit available, it may be unable to cash your credit for a particular transaction due to operational difficulties.

Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions you make in one day may be limited by us. This does for security reasons, and as such, the debit or cash or authorization is plain words are not stated in this Agreement. Whether we nor our agents will be responsible if a transaction is not approved, if your Account is closed, or discontinued, credit authorization for transaction may be declined.

14. **Identify Statements.** Each month there is activity on your Account, we will send you a statement.

15. **Sales Slip or Receipt Statement.** You will be charged for the transaction in Box 12 above for each original or copied sales slip and duplicate statement you request. This fee is waived if it is required for such a document that has a sales slip or unauthorized use on your Account as defined by the Federal Reserve Board's Regulation Z.

16. **Billing Errors.** If you have a dispute about your Account, notify us at your earliest convenience. Please read the notice, "In Case of Error or Holding Against Your Bill". This notice explains your legal rights about billing errors and disputes under Federal Law and how you must notify us if a problem is made. We will credit your Account.

17. **Currency Conversion.** If you have a charge in a foreign currency, the charge will be converted by MasterCard International, Inc. or Visa International. If a U.S. dollar amount, MasterCard International, Inc. or Visa International will use the conversion process published from time to time by its members at the time that the transaction is processed. Once the currency conversion rate used to determine the MasterCard amount in U.S. dollars is established, it will be converted to (1) a consumer-established rate as of the day prior to processing date, measured by one percent in each case. MasterCard International, Inc. or Visa International, if appropriate, retains the one percent as compensation for performing the currency conversion service. The currency conversion rate used to determine the U.S. dollar amount is based on the transaction date of the posting date.

14. **Authorization to Release Information.** You authorize us to provide information you and your account to our affiliates, holding information that may be used to offer products and services to you.

15. **Changing the Terms of This Agreement.** We may change any of the terms of this Agreement in accordance with the law. We will notify you by mail of any such changes as required. Any changes to this Agreement will apply to all outstanding unpaid indebtedness and any new transactions on your Account. We may sell or transfer your Account and any amounts owed on your Account to another person at any time. If we do, this Agreement will still be in effect and any successor will have our rights in the Agreement to the extent assigned.

20. **Default and Collection Costs.** If you do not make a payment when it is due, or if you do not follow the terms of this Agreement, we may, as permitted by law: 1) cancel your credit privileges and require you to pay the unpaid balance immediately; 2) require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we deem your Account to be six or more billing cycles past due; and 3) require you to pay reasonable attorney's fees and any court costs in the collection of any amounts you owe under this Agreement.

21. **Cancellation.** We may close your Account at any time. You will be responsible for repaying any Purchases, Advances or other outstanding charges that are still due on your Account. Your Card is issued as a way of letting you use your Account. It may not be transferred. If we require the Card(s), you must return them. Any services not described in this Agreement that may be provided from time to time in connection with this Account are not part of this Agreement and may be changed or canceled at any time without notice or reason.

22. **Governing Law.** This Agreement is governed by the laws of the United States and the State of Delaware. Any dispute concerning any term in this Agreement will be resolved by those laws.

TERMS FOR BALANCE TRANSFERS

Balance Transfers. From time to time, we may offer you special rates and terms for balance transfer transactions using special checks or other written request, forms we provide or verbal requests for such transfers which we agree to honor (referred to as "Balance Transfers" for purposes of this Agreement). If we do, we will advise you of the promotional terms, how long they will be in effect, the balances to which they will apply, and the rates that will apply after the special rates expire. If a special rate is variable, then the "Variable Rate" provisions of this Agreement (including the Pricing Schedule) will apply. The "Preferred Customer Pricing Eligibility" provisions of this Agreement will apply to any such offer. Such transfers will not be eligible for the grace period for Purchases except as otherwise stated in the terms of any Balance Transfer offer made to you.

Unless we tell you otherwise at the time we make the offer, any Balance Transfer transaction that may be offered and accepted during a reduced rate period in connection with our approval of your application and opening of your Account will be referred to as a "Transferred Balance" and will have no grace period. After the reduced rate period, Transferred Balances and Purchases will be combined and treated as Purchases for all purposes under this Agreement. At all other times, unless we tell you otherwise at the time we make the offer, the special rates will apply only to Purchases and Advance balances dated on or after the date the Balance Transfer transaction is posted to your Account ("Current Purchases" and "Current Advances"). All other Purchases and Advances ("Prior Purchases" and "Prior Advances") will be subject to the same terms in effect when you accepted our offer. When used anywhere else in this Agreement (other than in the Pricing Schedule), Purchases and Advances mean both Prior and Current Purchases and Advances. After Prior Purchases and Prior Advances on your Account are zero, your statements will reflect only Current Purchases and Current Advances which will then be called Purchases and Advances respectively.

If a check or other form of transfer for a Balance Transfer transaction is used to pay any amounts you owe to any Chase Manhattan bank or company, it is made payable to cash. It is received by us and posted to your Account after the expiration date of the offer, or is otherwise used in a way that does not transfer balances you owe to other creditors to your Account, we reserve the right to refuse to honor that Balance Transfer transaction or to treat it as an Advance.

TERMS FOR ADVANCES

1. **Advances.** An Advance is a cash loan. You may take an Advance by 1) using your Checks. These Checks may only be used by the person(s) whose names are pre-printed on the Checks. We will not cash these Checks; 2) using any of our ATMs; 3) using any ATM which may be provided for your use by another financial institution or company; 4) using a Cash Advance slip. Cash Advance slips may be obtained from any of our branches or from any bank that accepts the Card; 5) using your overdraft privilege if you have these services. If you have overdraft privileges in connection with a checking account, then you may obtain cash for more than the balance in your Chase checking account; 6) using the official check issued to you in response to your request; 7) using any other service that may be connected to your savings or checking accounts, which may be offered by us, that allows you to take Advances on this Account.

2. **Defunded Check Fee.** You will be charged the fee disclosed in Box 10 on the reverse side for each Convenience Check or Balance Transfer Check issued which cannot be processed because you are over your credit limit, or would be if such check were processed, or your account is defunded.

3. **Stop Payment Fee.** You will be charged the fee disclosed in Box 10 on the reverse side for each request you make for us to stop payment on a Check or other form of advance we make on your behalf or to cancel a stop payment request. You must provide us with any information we reasonably require in order to process your stop payment or cancellation request. We do not have to honor any stop payment or cancellation request unless we have a reasonable opportunity to act on it before the Check or other form of Advance is paid or approved for payment. We will not be liable in any way for any stop payment or cancellation request that we honor or fail to honor if we used ordinary care.

4. **Limits on Advances.** For Advances taken from an ATM, there is a limit for each transaction and a daily limit that you may obtain.

5. **Service Charge/Transaction Fee for Advances.** For each Advance, except for Advances made using your overdraft privileges, there will be a Transaction Fee as disclosed in Box 9 of the reverse side. Any minimum and maximum Transaction Fees are also disclosed in Box 9. The total amount of Transaction Fees will be shown in the descriptive portion of your statement. Transaction Fees are part of the Finance Charge. The addition of Transaction Fees may cause the Annual Percentage Rate on Advances to exceed the nominal Annual Percentage Rate shown on your statement.

6. **Our Responsibilities to Honor Checks.** We may not accept your checks if: 1) By paying a Chase check, the credit would be less than \$10.00; 2) By paying a Check or Chase check you would go over your credit limit; 3) Your Check or payment check is postdated; 4) Your Cards or Checks have been reported lost or stolen; 5) Your Account has been canceled or has expired. If a postdated check is paid and as a result any other check is returned or not paid, we are not responsible. You may not use a Check to pay any amount you owe under this Agreement.

TERMS FOR PURCHASES

This Agreement and the General Terms apply to Purchases.

You may use your Account to purchase or lease goods and services or for holding services when making guaranteed reservations or advance deposits.

TERMS FOR BALANCE TRANSFERS, ADVANCES AND PURCHASES

1. **Calculation of the Finance Charge for Balance Transfers, Advances and Purchases.** That portion of the Finance Charge which is generated by using the daily Periodic Rate is calculated separately for Balance Transfers, Advances and Purchases, but using the same method (generally known as the "average day balance", including new transactions) mentioned. Separate average daily balances (which may be referred to as "Finance Charge Balances") are calculated for Balance Transfers, Advances and Purchases, and each such balance is multiplied by the applicable daily Periodic Rate. Finance Charges accrue beginning on the date the transaction occurs or on the first day of the billing cycle it is received by us (whichever is later). The Finance Charge on Advances taken with Checks, however, is computed from the day it is added to your Account.

To determine the daily balances, for each day in the billing cycle we take the beginning balance for Balance Transfers, Advances and Purchases, add any new Balance Transfers, Advances, Purchases or debits to the appropriate balance, and subtract any payments and credits from the appropriate balance as of that day. We then add all of the daily balances separately for Balance Transfers, Advances and Purchases (including days which end with a credit balance), and divide each sum by the number of days in the billing cycle. This gives us the average daily balance for each. All fees charged to your Account are added to the appropriate Purchase balance, except for the Service Charge/Transaction Fee for Advances which is added to the appropriate Advance balance. Finance Charges are assessed on fees and accrued Finance Charges interest.

Then we multiply each average daily balance by the applicable daily Periodic Rate, and then by the number of days in the billing cycle. The daily Periodic Rate will equal 1/365th of the Annual Percentage Rate. The daily Periodic Rate and Annual Percentage Rate are disclosed in the applicable portion of the Pricing Schedule at the top of this Agreement, as may be amended from time to time. These FINANCE CHARGES determined by Periodic Rate for Advances, Advances and Purchases are added to the Service Charge/Transaction Fee for Advances (if any) to get the combined amount of FINANCE CHARGE shown on your statement.

For Purchases only, there is a minimum FINANCE CHARGE of fifty cents (.50) if a Finance Charge for Purchases is imposed. There will not be a Finance Charge on Purchases if you pay at least the "New Balance" shown on your monthly statement less any Advance balance by the Payment Due Date shown on the statement. (This is known as the "grace period.") You may avoid a Finance Charge for Purchases for the first billing cycle in which they are posted to your Account, if that cycle began with a previous balance of zero or is reduced to zero during that cycle by payments or credits. There is no grace period for Transferred Balances (for new accounts only), Balance Transfer (for existing accounts only) unless the terms of the Balance Transfer offer state otherwise.

2. **Periodic Rates.** The daily Periodic Rates applied to the Purchases and Advances average daily balances and the corresponding ANNUAL PERCENTAGE RATES are in the Pricing Schedule at the top of this Agreement. Where the Pricing Schedule includes "Variable Rate Index and Margin" information for a particular rate, that applies to your Account, that rate is a Variable rate and the disclosures below regarding variable rates apply for that rate. Where the Pricing Schedule does not include such "Variable Rate Index and Margin" information for any particular rate (as indicated by an "N/A" for "not applicable" or the absence of such information in the Pricing Schedule), that rate is fixed and the disclosures below regarding variable rates do not apply. Further, for any particular rate in the Pricing Schedule that is preceded by the terms "Preferred" or "Non-Preferred", that rate is subject to the "Preferred Customer Pricing Eligibility" section that appears below. When your Account satisfies the "Preferred Customer Pricing" conditions, the "Preferred" rates apply; when it does not, the "Non-Preferred" rates apply.

3. **Variable Rates.** If the daily Periodic Rate and corresponding ANNUAL PERCENTAGE RATE that apply to your Account are variable rates (see Pricing Schedule), they may increase or decrease from one billing cycle to another. These rates are based on the value of an index (the "Index") to which we add a margin. The Index and margin are in the Pricing Schedule at the top of this Agreement. The Index plus the margin determine the normal ANNUAL PERCENTAGE RATE.

If the Index is not published on the relevant date, the Index we use in setting the daily Periodic Rate for Purchases and/or Advances on your Account will be the Prime Rate published in The New York Times or any other newspaper of national circulation selected by us. For purposes of this Agreement, the Index is merely a pricing index. It is not and should not be considered by you to represent, the lowest or the best interest rate available to a borrower at any particular bank at any given time.

The daily Periodic Rate for Purchases and/or Advances increases when the Index increases on the relevant date, and decreases when the Index decreases on the relevant date. An increase in the rate may cause you to pay a larger Finance Charge and a higher minimum monthly payment. A decrease in the rate may cause you to pay a smaller Finance Charge and a lower minimum monthly payment. Any limit on the amount by which the daily Periodic Rate and the corresponding Annual Percentage Rate may change at any one time or over the life of your Account is set forth in the Pricing Schedule at the top of this Agreement. If no limit appears for any particular rate, then that rate has no limit by which it may change.

4. **Preferred Customer Pricing Eligibility.** Your Account will be reviewed every month on your statement closing date to determine your eligibility for Preferred Customer Pricing.

Your Account will retain Preferred Customer Pricing if, as of the review date, you meet all your obligations and responsibilities as set forth in your Agreement and the terms of any other loan you may have with us. You are liable to make a single required payment by its payment due date and not discharge you. If your Account history over time shows that your Account, or any other credit obligation you have with us is not in good standing (that is, you have breached the terms and conditions of your Account or other obligation to us, for example, and not by way of fraud), by sending us a check which your bank refuses to pay, materially exceeding the credit or cash access limit at any time, or repeatedly failing to make the required payments by their payment due dates), or if we close your Account, you will no longer be eligible for Preferred Customer Pricing for a minimum of six (6) months.

Your Preferred Customer Pricing will be reinstated 1/2 as of a subsequent review, your Account is open and you have met all your obligations and responsibilities as set forth in this Agreement (including, but not limited to, making all required payments by their payment due dates) for the last six (6) months. Thereafter, the reviews will continue in the same manner as described in the paragraph above.

Any changes in pricing as a result of any review described above will apply to existing as well as new balances and will be effective with the billing cycle ending on the review date.

The rates which will be in effect when your Account qualifies for Preferred Customer Pricing, and those which will be in effect when it does not, are included in the Pricing Schedule.

Consumer Reports: We may obtain a consumer report on you at any time in the future to review your Account.

FOR OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies make fair credit histories on each individual upon request. The Ohio civil rights commission enforces compliance with this law.

SEE THE ACCOMPANYING INFORMATION CONCERNING BILLING ERRORS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONINVESTMENT RETRIEVERS, INC..
a corporation, assignee of
Chase Manhattan Bank/Bank One

Plaintiff(s),

|
| Nc. 2007
v.KAREN E. SIMMERS,
an individual

Defendant(s),

VERIFICATION

The undersigned, Terry Scott Forster, avers
that he/she is the Custodian of Records of Plaintiff,
is authorized to make this verification on behalf of
Plaintiff, the statements of fact contained in the attached
Complaint are true and correct to the best of his/her
information, knowledge and belief, and are made subject
to the penalties of 18 Pa. Cons. Stat. Ann. Section 4904
relating to unsworn falsification to authorities.

Date

5/22/07Terry Scott ForsterSee attached

CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of El Dorado

} ss.

See Attached Document (Notary to cross out lines 1-6 below)

See Statement Below (Lines 1-5 to be completed only by document signer[s], not Notary)

1

2

3

4

5

6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me on this

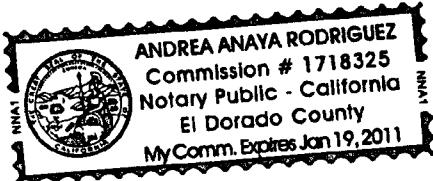
22nd day of May, 07, by
(1) Teri Moret-forestier
Name of Signer

Personally known to me
 Proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (.)
(and)

(2) _____, Name of Signer

Personally known to me
 Proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

Andrea Anaya Rodriguez
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

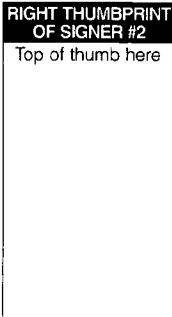
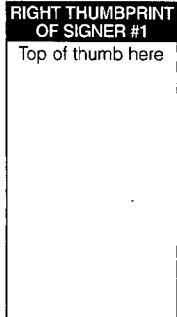
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Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



FILED

JUN 11 2007

William A. Shaw
Prothonotary/Clerk of Courts

1118332
RODRIGUEZ
AYA
HAROLD
CATHOLIC
CATHOLIC
COUNTY
FEB 18 2011

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102899
NO: 07-927-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: INVESTMENT RETRIEVERS, INC. A corp.

vs.

DEFENDANT: KAREN E. SIMMERS

SHERIFF RETURN

NOW, June 20, 2007 AT 10:28 AM SERVED THE WITHIN COMPLAINT ON KAREN E. SIMMERS DEFENDANT AT 4458 HEVERLY BLVD., COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ALFRED SIMMERS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
OCT 29 2007
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SWARTZ	34368	10.00
SHERIFF HAWKINS	SWARTZ	34368	45.16

Sworn to Before Me This

____ Day of _____ 2007

So Answers,

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

INVESTMENT RETRIEVERS, INC.,
a corporation, assignee of
Chase Manhattan Bank/Bank One

Plaintiff,

v.

KAREN E. SIMMERS,
an individual

Defendant,

CIVIL DIVISION

No. 2007-927-CD

STIPULATION FOR JUDGMENT

Code No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 00242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300
;80257

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

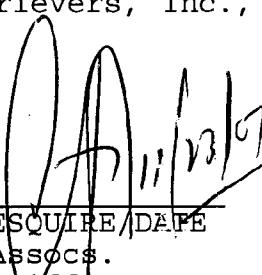
FILED Atty pd 20.00
m/4/00
NOV 26 2007 Notice to Def.

William A. Shaw
Prothonotary/Clerk of Courts

(GM)

5. If Defendant fails to make the agreed payments timely, time being of the essence, Plaintiff may execute on the Judgment upon praecipe to the Prothonotary for the balance due on the Judgment after credit is given for any payments made by Defendant and Plaintiff may take any other supplemental action on the Judgment as authorized by law and rules of court.

6. Defendant shall make the said payments to and payable to Investment Retrievers, Inc., P.O. Box 4733, El Dorado Hills, CA 95762.


LOUIS B. SWARTZ, ESQUIRE / DATE
Swartz Lovejoy & Assocs.
Attorney for Plaintiff
1600 Law and Finance Building
Pittsburgh, PA 15219
412/288-0300


KAREN E. SIMMERS / DATE
Defendant
4458 Heverly Boulevard
Coalport, Pa 16627

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONINVESTMENT RETRIEVERS, INC.,
a corporation, assignee of
Chase Manhattan Bank/Bank OnePlaintiff(s), | No. 2007-927-CD
v.KAREN E. SIMMERS,
an individual

Defendant(s), |

NOTICE OF ENTRY OF JUDGMENT

TO: Karen E. Simmers

4458 Heverly Boulevard
Coalport, Pa 16627

TAKE NOTICE that on the 26th day of
November, 2007, judgment was entered against
you in the above captioned case in the principal amount of
\$5,440.32 plus interest per Stipulation of Judgment and costs.



PROTHONOTARY

LOUIS B. SWARTZ, ESQUIRE
ATTORNEY FOR PLAINTIFF
SWARTZ LOVEJOY AND ASSOCIATES
1600 LAW AND FINANCE BUILDING
PITTSBURGH, PA 15219
412/288-0300

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
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COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

Investment Retrievers, Inc.
Chase Manhattan Bank/Bank One
Plaintiff(s)

No.: 2007-00927-CD

Real Debt: \$5,440.32

Atty's Comm: \$

Vs.

Costs: \$

Karen E. Simmers
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Stipulated Judgment

Date of Entry: November 26, 2007

Expires: November 26, 2012

Certified from the record this 26th day of November, 2007.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

FILED pd \$7.00 Atty
m/12:05pm NOCC & Cert of
MAR 17 2008 Sat issued to
Atty Swartz
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

INVESTMENT RETRIEVERS, INC.,
a corporation, assignee of
Chase Manhattan Bank/Bank One

CIVIL DIVISION

Plaintiff(s),

No. 2007-927-CD

v.

KAREN E. SIMMERS,
an individual

Defendant(s),

PRAECIPE TO SATISFY JUDGMENT

Code No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

Louis B. Swartz

PA. ID # 00242

SWARTZ, LOVEJOY & ASSOCIATES
16th FLOOR LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 288-0300
880257

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONINVESTMENT RETRIEVERS, INC.,
a corporation, assignee of
Chase Manhattan Bank/Bank One

Plaintiff(s),

No. 2007-927-CD

v.

KAREN E. SIMMERS,
an individual

Defendant(s),

PRAECIPE TO SATISFY JUDGMENT

TO THE PROTHONOTARY:

Mark the judgment in the above-captioned case "satisfied."

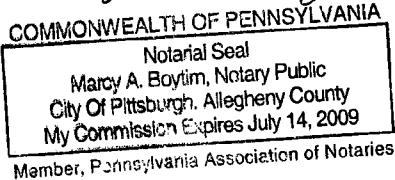
LOUIS B. SWARTZ
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

Before me, the undersigned authority appeared LOUIS B. SWARTZ,
who being known to me, acknowledged that he executed the
foregoing Praeclipe for the purposes stated therein.date 3/11/08

SATISFY.PLE

Marcy A. Boytim
NOTARY PUBLIC

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2007-00927-CD

Investment Retrievers, Inc.
Chase Manhattan Bank/Bank One

Debt: \$5440.32

Vs.

Atty's Comm.:

Karen E. Simmers

Interest From:

Cost: \$7.00

NOW, Monday, March 17, 2008 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 17th day of March, A.D. 2008

Willie L. Blair, Jr.

Prothonotary