**07-1205-CD**
**Asset Acceptance vs M. Winters**

FILED
JUL 30 2007
m/12:40/w
William A. Shaw
Prothonotary/Clerk of Courts
1 cert to Sheriff
1 cert to Atty


HAYT, HAYT & LANDAU
BY: ARTHUR LASHIN, ESQUIRE
IDENTIFICATION NO. 23425
SIXTH FLOOR
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ATTORNEY FOR PLAINTIFF

| | |
|---|---|
| ASSET ACCEPTANCE LLC SUCCESSOR IN INTEREST TO BANK OF AMERICA<br>P.O. Box 2041<br>Warren, Michigan 48090<br><br>vs.<br><br>MELVIN L. WINTERS, JR.<br>2171 Drane Highway<br>Osceola Mills, Pennsylvania 16666-8901 | CLEARFIELD COUNTY<br>*COURT OF COMMON PLEAS*<br>CIVIL *DIVISION*<br><br>*TERM,*<br><br>*No.* 2007-1205-CD |

CIVIL ACTION

## "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 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.

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.

Raymond Billotte
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2541 Ext. 50

## "AVISO

"Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días, de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

"LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

## CIVIL ACTION

1. Plaintiff, Asset Acceptance LLC, successor in interest to Bank of America, is a Limited Liability company organized and existing under the laws of the State of Delaware and authorized to do business in the Commonwealth of Pennsylvania with offices located at P.O. Box 2041, Warren, Michigan 48090.

2. The Defendant(s) Melvin L. Winters, Jr. is/are individual(s) residing at address(es) contained in caption of this case.

3. On or about May 14, 2002, Defendant(s) did open a Bank of America credit card account and thereafter did receive a Visa card, account number 4319-0410-1624-6920. A copy of the account agreement/application is attached hereto, made a part hereof and marked Exhibit "A".

4. Defendant(s) subsequently utilized the aforesaid account to make various purchases and/or receive cash advances thereby incurring payment obligations to Plaintiff's predecessor in interest under the terms of the Agreement.

5. Defendant(s) defaulted upon the Agreement by failing to adhere to the repayment schedule contained therein and in accordance therewith the entire remaining balance became due and payable immediately.

6. The Agreement requires the Defendant(s) to pay reasonable attorneys fees and court costs if the account is referred to an attorney who is not a salaried employee of Plaintiff.

7. It's predecessor in interest set over unto Plaintiff all of its right, title and interest in and to its account with Defendant(s) so that Plaintiff is now the owner of said account.

8. As a consequence of the foregoing there is presently due and owing to Plaintiff by Defendant(s) the following sum(s):

| | |
|---|---|
| Unpaid balance: | $8,532.95 |
| Interest: | .00 |
| Attorney fees: | 1,706.59 |
| Total due: | $10,239.54 |

9. Despite repeated demand by Plaintiff, Defendant(s) has/have failed and refused to pay the aforesaid sum.

WHEREFORE, Plaintiff demands that judgment be entered against Defendant(s) in favor of Plaintiff in the amount of $10,239.54 together with interest and costs.

HAYT, HAYT & LANDAU

By:______________________________

Arthur Lashin, Esquire
Attorney for Plaintiff

for billing purposes and transaction-category information.

If you prefer that we not share information about you or your Account in this manner, please write us at the "Billing Inquiries" address on your billing statement, and include your name and Account number, or call the toll-free Customer Service number on your statement. It will take approximately 8 weeks for your notification to take effect.

**Authorized Users** You must think carefully before you lend your credit card to anyone. By lending your card, you authorize the person receiving it to make Purchases and Cash Advances to the same extent you can. Your Account will not allow you to limit the nature or amount of authority you give. That person's authority will continue until you notify us that you are terminating the authority and until you physically retrieve the credit card. If you cannot retrieve the card, you will remain liable for any transactions which we cannot prevent after you notify us.

If your credit card is lost or stolen, or if you think your Account is being used without your permission, you must notify us immediately by calling the "Lost or Stolen Card" number on your billing statement. Otherwise, you may be liable for up to $50 for any unauthorized use before you notify us.

**Transactions With Merchants**

- If you make a purchase, and the merchant discloses a policy such as "no returns," "no refund," "no return or credit without receipt," "as is," "store credit only," or "all sales final," you will be bound by that policy.
- When using your Account to make travel or lodging reservations, you should obtain the merchant's cancellation policy and follow it if you cancel. Otherwise, the merchant may charge you unless you can provide us with the cancellation code which the merchant is required to give you.
- If you authorize a merchant to charge your Account for repeat transactions without your credit card, you must notify the merchant when you want to discontinue the repeat transactions or if your Account is closed.
- If you disagree with a transaction on your billing statement, you will provide information or assistance we reasonably request. Otherwise, you will pay us for any resulting loss we have.

**Default** Your Account is in default if you fail to comply with any of the terms of this Agreement or any other loan agreement with us or anyone else; in the event of your death, incompetency, bankruptcy, insolvency, fraud or misrepresentation; or if we reasonably believe that you will be unwilling or unable to pay debts you owe to anyone. If you are in default, we may close your Account without notice, and you must immediately pay your unpaid balance.

**Closing Your Account** We may close your Account or suspend your credit privileges at any time without prior notice except as required by law. You will stop using your Account as soon as you learn of its closure. You will still be obligated to pay the outstanding balance on your Account. If we ask, you will return or destroy all cards on your Account.

If we receive a request from any Account holder to close or remove an Account holder from the Account, we may honor or refuse the request without prior notice.

**Change of Terms** We may change any term, condition, service or feature of your Account at any time. We will provide you with notice of the change to the extent required by law. Unless we state otherwise, a new term will apply to your Account's unpaid balance and to new activity on your Account. If we need your consent to the new term, we will inform you of the effective date of the new term and the time period in which you can notify us that you do not accept the new term. If you do not notify us, that will mean that you accept the new term.



accounts with at least 1 common owner, will be decided by arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

(b) Reference—A controversy that is not subject to arbitration under (a) above and that is brought in the State of California will be decided by reference under California Code of Civil Procedure §638 and related sections. A referee who is an active attorney or retired judge will be appointed by the court after selection by the American Arbitration Association using its procedures for selecting arbitrators.

(c) Civil Trial—A controversy that is not subject to arbitration under (a) above and that is not brought in the State of California under (b) above will be decided in a court trial according to applicable rules of civil procedure.

**Payments Marked "Paid In Full"** We may accept letters, checks, or other types of payment showing "payment in full" or using other language to indicate satisfaction of your debt, without waiving any of our rights to receive full payment under this Agreement. You must send any such communication to the "Billing Inquiries" address on your billing statement. Satisfaction of your debt for less than the full amount due requires a written agreement, signed by one of our authorized employees.

**Foreign Currency Transactions** Visa or MasterCard will convert to U.S. dollars any charge or credit made to your Account in currency other than U.S. dollars. The conversion rate will be determined under Visa or MasterCard regulations. The conversion rate may differ from the rate on the date of your transaction. Currently Visa and MasterCard use a currency conversion rate of either: (1) a wholesale market rate, or (2) a government-mandated range. In each case, Visa and MasterCard use the rate in effect one day before the conversion date and increase the dollar amount by 1%, which they keep as a currency conversion fee. We will post to your Account the converted U.S.-dollar amount determined by Visa or MasterCard.

**Payments In Foreign Currency** For all amounts you owe your Account, you will pay us in U.S. dollars. All checks must be drawn from funds on deposit in a U.S. depository financial institution. We may, at our option, accept payments made in foreign currency or checks drawn on non-U.S. banks. If we do, we may impose service and collection charges. Our determination of service and collection charges will be final.

**Telephone Monitoring** Our supervisory personnel may listen to and record telephone calls between you and our employees for the purpose of monitoring and improving the quality of service you receive.

**Enforceability** Our failure to exercise any of our rights under this Agreement will not waive any of our rights in the future. If any term of this Agreement is found to be unenforceable, all other provisions will remain in full force.

**Governing Law** THIS AGREEMENT IS GOVERNED BY APPLICABLE ARIZONA AND FEDERAL LAW.

## YOUR BILLING RIGHTS
## KEEP THIS NOTICE FOR FUTURE USE

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

**Notify Us In Case of Errors or Questions About Your Bill**
If you think your bill is wrong, or if you need more information about a transaction on your bill, write us in a separate letter at the "Billing Inquiries" address on your bill. Write us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. *(To preserve your rights under the law, you must write to us.)*



the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop payment on any amount that you think is wrong. To stop payment, your letter must reach us at least 3 business days before the automatic payment is scheduled to occur.

**Your Rights and Our Responsibilities After We Receive Your Written Notice**
We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe your bill was correct.

After we receive your letter, we cannot try to collect any amount you question, nor report you delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we report you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first $50 of the questioned amount, even if your bill was correct.

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

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

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

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

BCS-9707 8-97





Bank of America

# BANKAMERICARD® VISA,® MASTERCARD,® VISA GOLD AND GOLD MASTERCARD CARDMEMBER AGREEMENT

#5-B

WE ARE PROVIDING YOU WITH THIS INFORMATION TO COMPLY WITH FEDERAL AND STATE LAW

EXHIBIT "A"

## BANKAMERICARD® VISA® MASTERCARD®
## VISA GOLD AND GOLD MASTERCARD
## CARDMEMBER AGREEMENT

This is the Agreement for your BankAmericard Visa, MasterCard, Visa Gold or Gold MasterCard credit card account ("Account") with us.

In this Agreement, "we," "us" and "our" refer to Bank of America NA, the credit grantor and card issuer for your Account. "You," "your" and "yours" refer to: (1) each Account holder (whose name appears on your Account billing statement); (2) any person bound by this Agreement; and (3) any person who uses your Account, including those you authorize. By applying for or using your Account, you accept the terms of this Agreement.

### YOUR ACCOUNT

Your account is a revolving line of credit which you may use for the following consumer transactions:

- **Purchases** of goods or services.
- **Cash Advances**, including:

  *Cash Disbursement* Cash disbursement from a participating financial institution or merchant (except ATMs).

  *ATM Advance* Cash from an automated teller machine (ATM) with your Personal Identification Number (PIN) or ATM transfer of funds from your Account to your Bank of America deposit account, where available.

  *Instant Cash Overdraft Protection ("Overdraft Protection")* In most instances, you may link your Account to your Bank of America personal checking account for Overdraft Protection. If your checking account is overdrawn, we may transfer funds from your Account to cover the overdraft (in multiples of $100) as long as your Account has sufficient available credit and you are not in default under this Agreement. If your checking account is outside California, Overdraft Protection may not be available.

  *Account Check* Check used to access your credit line.

  *Quasi Cash* Purchase of money orders, travelers checks, foreign currency, lottery tickets, casino chips or cash, racetrack wagers, or vouchers redeemable for cash, and similar items that Visa U.S.A. Inc. ("Visa") or MasterCard International Incorporated ("MasterCard") designate.

- **Balance Transfers** Occasionally, we may make balance transfers offers available to you. When we do, the terms and conditions of the balance transfer will be included with our offer. Balance transfers will post to your account as either a Purchase or a Cash Advance depending on our offer.

### YOUR CREDIT LINE

You will not permit your unpaid balance to exceed your Credit Line. Even if we authorize transactions which cause you to exceed your Credit Line, you will still be responsible to pay us for the amount over your Credit Line.

We may change your Credit Line at any time. Also, you may request us to change it. Any Credit Line increase requires our approval.

**Cash Advance Limit** We may set a Cash Advance Limit for your Account that would be lower than your Credit Line. Your Account billing statement will show your "Cash Credit Limit" and "Available Cash" (the amount of unused Credit Line available for Cash Advances) if they apply to you. We may impose the Cash Advance Limit, or change its amount, at any time.

If your account has Instant Cash Overdraft Protection for your Bank of America personal checking account in California, Overdraft Protection, although a form of Cash Advance, is not subject to the Cash Advance Limit.

### AUTHORIZATIONS

Some of your Purchases and Cash Advances will require our prior authorization, and certain daily dollar limits will apply to your ATM Cash Advances. We may limit the number of authorizations we give your Account on any day or deny authorization for security or other reasons. We are not liable if a merchant, financial institution or ATM does not accept your card or Account Number, or if authorization for a transaction is withheld.



### FINANCE CHARGE

Finance Charge on your Account is the sum of:

- Periodic Finance Charge on Purchases (with a 50¢ minimum unless your Purchase Average Daily Balance is $0)
- Periodic Finance Charge on Cash Advances
- Periodic Finance Charge on Promotional Balances (see below)
- Cash Advance Fees

**Cash Advance Fee** A Cash Advance Fee, a one-time **Finance Charge**, will apply as follows:

- ATM Advance and Account Check — 2.5% of the advance ($2 minimum)
- Overdraft Protection — 2.5% of the advance ($6 minimum)
- Cash Disbursement — 2.5% of the advance ($20 minimum)
- Quasi Cash — 4% of the advance ($20 minimum)

When you use your credit card to obtain a Cash Advance at an ATM, the ATM owner may charge you a fee for the transaction in addition to our Cash Advance Fee (described above).

**Periodic Rate** The variable Annual Percentage Rate and corresponding Daily Periodic Rate used to calculate part of your Finance Charge may increase or decrease each calendar quarter. If the rates increase, your Finance Charge will increase and your Minimum Payment Due may be greater.

Each quarter, we compute the **Annual Percentage Rate** by adding certain percentage points to an index which is the Prime Rate (the base rate on corporate loans at large U.S. money center commercial banks) published in *The Wall Street Journal* ("Index").

We will determine your Index as follows:

| Index on the Last Business Day In: | Applies to Billing Cycles with Billing Dates In: |
|---|---|
| November | January, February, March |
| February | April, May, June |
| May | July, August, September |
| August | October, November, December |

If the Index is unavailable on the Index Date described above, we may at our option, use: (a) the Index on the next available day after the Index Date, or (b) the reference rate of Bank of America NT&SA as an Index.

The Daily Periodic Rate is the nominal Annual Percentage Rate divided by the number of days in the year rounded to the next highest hundred thousandth of a percentage point.

*Purchases*
The Annual Percentage Rate for Purchases is the Index plus 7.99 percentage points. Based on this formula, the current **Annual Percentage Rate** is 16.49% (0.04518% corresponding Daily Periodic Rate).

*Cash Advances*
The Annual Percentage Rate for Cash Advances is the Index plus 10.99 percentage points, with a 19.8% minimum. Based on this formula, the current **Annual Percentage Rate** is 19.8% (0.05425% corresponding Daily Periodic Rate).

*Promotional Balances*
From time to time, we may offer promotional rates on certain transactions. The Annual Percentage Rate and the types of transactions to which it will apply will be described in the promotional offer we make.

### HOW WE DETERMINE YOUR AMOUNT SUBJECT TO PERIODIC RATE

Each Account billing statement will describe Account activity during a billing cycle, which is a period of about one month ending on the Billing Date. During a billing cycle, you will have a grace period in which you will not incur additional Finance Charge on the Purchase portion of the Account if we received your full payment of the New Balance on your prior billing statement by the Payment Due Date on that statement. If you pay less than the New Balance, you will owe periodic Finance Charge based on the Average Daily Balance of



Purchases, including new transactions. For Cash Advances, there is no grace period, and you will owe a periodic Finance Charge based on the Average Daily Balance of Cash Advances.

Here's how we determine the periodic Finance Charge: On the Billing Date, we calculate your daily balance by starting with the outstanding balance for each day in the billing cycle. Next, we add new charges and other debits and subtract payments and credits. The remaining amount is the daily balance. We add all daily balances and divide by the number of days in the billing cycle to arrive at the Average Daily Balance which also is the Amount Subject to Periodic Rate. (We do this calculation separately for each periodic rate and add each periodic Finance Charge to the daily balance to which it applies. The fees and charges described in the "Other Fees and Charges" section are added to the Purchase daily balance on the date they are assessed.)

For each transaction that has a Finance Charge, we assess Finance Charge from its Transaction Date. If, however, the Transaction Date precedes the billing cycle in which the Purchase or Cash Advance posts to your Account, we assess Finance Charge from the first day of the billing cycle.

### OTHER FEES AND CHARGES

**Annual Fee** Until further notice, there is no Annual Fee.

**Late Charge** We may charge you a $20 Late Charge if we do not receive the Minimum Payment Due by the Payment Due Date on your billing statement.

**Overlimit Fee** If your unpaid balance exceeds your Credit Line at any time during a billing cycle, we may charge you an Overlimit Fee of $20.

**Returned Payment Fee** We may charge you $20 each time your check or other payment instrument is returned to us for any reason.

**Stop Payment Fee** We may charge you $15 for each stop payment that you request on an Account Check you write. You may request a stop payment only if the Account Check has not yet posted to your Account.

**Copy Charge** We may charge you $3 for each copy of a billing statement, sales draft, Account Check or other record of your Account you request. If you request research on your Account or authorize others to request it, we may charge you $15 per hour for our research services. If your request relates to a billing error as described below and you follow the procedures described on the back of your billing statement, we will not impose, or will reverse, these charges. If we produce documents in response to legal process, we may charge these fees to your Account.

**Collection Costs and Attorney Fees** To the extent not prohibited by law, if you are in default, you will pay our collection costs, attorney fees (including allocated costs for attorneys who are employed by us), court costs and all other expenses of enforcing our rights under this Agreement.

### WHEN WE MAY RETURN UNPAID YOUR ACCOUNT CHECKS

We may reject and return unpaid an Account Check you write because:

(a) Your Credit Line or Cash Advance Limit has been or would be exceeded by paying the check at the time the check is presented to us for payment;
(b) Your check is post-dated. If a post-dated check is paid, resulting in another check being returned or not paid, we are not responsible;
(c) The date of your check is more than 6 months old;
(d) Your Account is closed or suspended;
(e) You are in default or would be so if we paid the check;
(f) Your signature or the payee's name or endorsement is missing on the check, or the check appears altered.

If we pay any check under any condition in (a) through (e) above, you must pay us the amount of the check plus applicable fees and charges.



### YOUR PAYMENTS

You promise to pay us for all transactions on your Account, whether they are yours or those of any persons authorized to use your account, plus all fees, charges and expenses as provided in this Agreement. **You will be individually and jointly liable for all credit extended on the Account.** If an Account payment is invalid, we will charge its amount to your Account.

If a Bank of America branch or office sponsors your Account, you will immediately pay it any unpaid Account balance it pays us.

If your legal residence or billing-statement address is in a country outside the United States, the government of that country may impose a withholding tax on Finance Charge due on your Account. If withholding tax is imposed, you will pay it immediately when it is due and will furnish us with receipts as evidence that you paid the tax. If you do not pay, we may charge the amount of the tax to your Account.

We will determine, at our option, the order in which a payment will be applied toward purchases, cash advances, promotional balances, unpaid finance charge and other fees and charges.

**Minimum Payment Due** You will pay at least the Minimum Payment Due by the Payment Due Date on your billing statement. The Minimum Payment Due is the Current Minimum Amount Due (equal to the greater of 2.5% of the New Balance or $10), plus any Past Due and/or Overlimit Amounts. If the New Balance is $10 or less, however, the Minimum Payment Due is the entire New Balance.

### OTHER IMPORTANT INFORMATION

**Signature** You must sign the back of your credit card as soon as you receive it.

**Unsecured Credit** This Agreement does not grant us a security interest in Purchases you charge to your Account or any other property you own.

**Account Materials** We may send Account materials (cards, billing statements and notices) to any person listed on your Account, and that person will be responsible for delivering those materials to the other persons authorized to use your Account. Notice to any of you will be considered notice to all of you.

**Change of Personal Information** You will notify us in writing immediately if you change your name, address or home or business telephone number.

**Credit Information** We may periodically review your credit standing by obtaining information from credit reporting agencies and others concerning your accounts. We may also release information about your Account to our affiliates and others such as Visa, MasterCard or your other creditors. You will provide updated financial information upon our request.

**Credit Insurance** You have the option to apply for credit insurance to have your outstanding Account balance insured up to a specified limit in the event of your death, or to pay a monthly insurance benefit to your Account if you become disabled or involuntarily unemployed. For details or to apply, please call the Customer Service telephone number on your billing statement.

If you purchase credit insurance through our program, your credit insurance premiums will be based on your New Balance on each Billing Date and will appear on your billing statement. Terms and limitations of coverage are in the Certificate of Insurance which the insurance carrier will mail you after it approves your application for insurance.

**Stopping Payment on Account Checks** To stop payment on an Account Check you write, you must call us with all of the following information: the exact dollar amount of the check; the check number; your Account number; the name of the party to whom the check was written and the name of the person who signed the check.

We will stop payment on the check if we receive your stop payment request by the business day before the day we pay your check. The date we pay the Account Check may be before the date it posts to your Account. The stop payment order will remain effective for 6 months. You may write us to cancel the order at any time.

ASSET ACCEPTANCE LLC

Statement of Account

| | |
|---|---|
| ASSIGNEE OF: | / BANK OF AMERICA |
| NAME: | MELVIN L WINTERS JR |
| ADDRESS: | 2171 DRANE HWY<br>OSCEOLA MILLS PA 16666-8901 |

| | |
|---|---|
| ASSET ACCEPTANCE LLC Account # | 32641498 |
| Original Lender Account # | 4319041016246920 |
| Purchase Date | 03/08/07 |
| Principal Amount | 8532.95 |
| Purchased Interest | 0.00 |
| Interest After Purchase | 0.00 |
| Total Balance | 8532.95 |
| Interest Rate | 0.000 |
| Date of Charge off | 04/13/04 |
| Date of Last Payment | 09/01/03 |

Dated this 15th day of June, 2007
Delaware Corporation doing business at
P.O. Box 2040
Warren, MI 48090

THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

32641498
910 HAYT, HAYT **PA**

EXHIBIT "A"

STATE OF MICHIGAN )
) ss
COUNTY OF MACOMB )

| | |
|---|---|
| ASSET ACCEPTANCE LLC<br><br>Plaintiff,<br><br>vs<br><br>MELVIN L WINTERS JR<br><br>Defendant, | AFFIDAVIT |

I, JUDY MELASI being first duly sworn deposes and states:

That I am the Supervisor of ASSET ACCEPTANCE LLC, a Limited Liability company organized and existing under the laws of the State of Delaware and doing business at P.O. BOX 2041, WARREN, MI 48090.

That there is justly due and owing on the account by the Defendant to the Plaintiff, the sum of money set out in the attached statement of account amounting to $8532.95 representing the principal and $0.00 representing accrued interest to date.

That the said account originally with / BANK OF AMERICA, account number 4319041016246920, has been purchased by ASSET ACCEPTANCE LLC, who now owns said account and has all rights connected therewith including the right to institute this action.

That we have been unable to determine if the Defendant is in the military service of the United States of America. Further, we are unable to determine if the Defendant is entitled to rights and privileges provided under the Servicemembers Civil Relief Act.

Dated this 15 th day of June, 2007.

Judy Melasi
(Supervisor)

I certify that the facts contained in the attached pleading are true and correct to the best of my information, knowledge and belief.

Subscribed and sworn to before me, a Notary Public for the State of Michigan, the 15 th of June, 2007 as certified by my hand as set forth immediately below.

L M West
Notary Public

L M WEST
Notary Public - Michigan
Wayne County
My Commission Expires Sep 2, 2012
Acting in the County of Macomb

32641498
910 HAYT, HAYT **PA**

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

DOCKET # 103040
NO: 07-1205-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: ASSET ACCEPTANCE LLC SUCCESSOR IN INTEREST TO BANK OF AMERICA
vs.
DEFENDANT: MELVIN L. WINTERS JR.

## SHERIFF RETURN

NOW, August 03, 2007 AT 11:37 AM SERVED THE WITHIN COMPLAINT ON MELVIN L. WINTERS JR DEFENDANT AT 2171 DRANE HIGHWAY, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MELVIN L. WINTERS JR., DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED
0/3:45 cm
DEC 19 2007
William A. Shaw
Prothonotary/Clerk of Courts

| PURPOSE | VENDOR | CHECK # | AMOUNT |
|---|---|---|---|
| SURCHARGE | HAYT | 28357 | 10.00 |
| SHERIFF HAWKINS | HAYT | 28357 | 37.81 |

Sworn to Before Me This

______ Day of ____________ ~~2006~~ 2007

____________________________

So Answers,

Chester A. Hawkins
Mary Marilyn Harr
Chester A. Hawkins
Sheriff

ORIGINAL

ORIGINAL

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

ASSET ACCEPTANCE LLC SUCCESSOR IN INTEREST
TO BANK OF AMERICA

vs. NUMBER: 2007-1205-CD

MELVIN L. WINTERS, JR.

PRAECIPE FOR DEFAULT JUDGMENT AND ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Kindly enter judgment in favor of Plaintiff and against the Defendant(s) Melvin L. Winters, Jr. for failure to answer Plaintiff's Complaint, endorsed with twenty (20) day notice to plead, served upon Defendant(s) on August 3, 2007 and and assess damages as follows:

| | |
|---|---|
| Unpaid Balance | $8,532.95 |
| Plus Interest | .00 |
| Additional Charges | .00 |
| Plus Attorney's Fees | 1,706.59 |
| Less Credits, if any | .00 |
| TOTAL DUE | $10,239.54 |

Pursuant to PaR.C.P. 237.1, I hereby certify that notice to file this Praecipe was mailed to the above named Defendant(s) and the Attorney of Record (if applicable) on January 3, 2008 and copy/copies of same is/are attached hereto

ARTHUR LASHIN, ESQUIRE #23425
Attorney For Plaintiff
HAYT, HAYT & LANDAU
400 Market Street
6th Floor
Philadelphia, Pennsylvania 19106
(215) 928-1400

FILED Atty pd 20.00
m/10:29 BN
JAN 22 2008 Notice to Def.
William A. Shaw
Prothonotary/Clerk of Courts
Statement to Atty

GK

COURT OF COMMON PLEAS

AFFIDAVIT OF NON-MILITARY SERVICE

| | | |
|---|---|---|
| ASSET ACCEPTANCE LLC SUCCESSOR IN INTEREST TO BANK OF AMERICA<br>vs.<br>MELVIN L. WINTERS, JR. | :<br><br>SS<br><br>: | STATE OF PENNSYLVANIA<br><br><br><br>COUNTY OF PHILADELPHIA |

Arthur Lashin, being duly sworn according to Law, deposes and says that he represents the Plaintiff in the above entitled case; that he is authorized to make this Affidavit on behalf of the Plaintiff; and that the above named Defendant(s) is (are) 18 + years of age; the address of Defendant(s) is 2171 Drane Highway, Osceola Mills, Pennsylvania 16666 Occupation of Defendant(s) is unknown; and the Defendant(s) is (are) not in the Military Service of the United States, nor any State of Territory thereof or its Allies as defined in the Soldiers' and the Sailors' Civil Relief Act of 1940 and amendments thereto.

Arthur Lashin, Esquire, #23425
Attorney for Plaintiff

Prothonotary

Sworn to and subscribed before

me this 15th day of January

20 08 A.D.,

Shari Deana Outen

Notary Public

My commission expires:

Member, Pennsylvania Association of Notaries
My Commission Expires June 27, 2010
City Of Philadelphia, Philadelphia County
Shari Deana Outen, Notary Public
Notarial Seal
COMMONWEALTH OF PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Shari Deana Outen, Notary Public
City Of Philadelphia, Philadelphia County
My Commission Expires June 27, 2010
Member, Pennsylvania Association of Notaries

HAYT, HAYT & LANDAU
BY: ARTHUR LASHIN, ESQUIRE
IDENTIFICATION NO. 23425
SIXTH FLOOR
400 MARKET STREET
PHILADELPHIA, PA 19106-2509
(215) 928-1400

ATTORNEY FOR PLAINTIFF

DATE: JANUARY 3, 2008

ASSET ACCEPTANCE LLC SUCCESSOR IN INTEREST
TO BANK OF AMERICA
PO Box 2041
Warren, Michigan 48090

vs.

MELVIN L. WINTERS, JR.
2171 Drane Highway
Osceola Mills, Pennsylvania 16666-8901

CLEARFIELD COUNTY

*COURT OF COMMON PLEAS*
CIVIL *DIVISION*

*TERM,*

*No.* 2007-1205-CD

# NOTICE OF INTENTION TO TAKE DEFAULT PURSUANT TO PA.R.C.P 237.1

**You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your proper or other important rights.**

**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.**

Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

**ARTHUR LASHIN, ESQUIRE, #23425**

# OFFICE OF THE PROTHONOTARY

COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

PROTHONOTARY

To: Melvin L. Winters, Jr.
2171 Drane Highway
Osceola Mills, PA 16666-8901

| | |
|---|---|
| ASSET ACCEPTANCE LLC SUCCESSOR IN INTEREST TO BANK OF AMERICA | COURT OF COMMON PLEAS<br>CLEARFIELD County |
| | ______ Term, ______ |
| vs. | |
| MELVIN L. WINTERS, JR. | No. 2007-1205-CD |

## NOTICE

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

William A. Shaw BH 1/22/08
*Prothonotary*

- [X] Judgment by Default ($10,239.54 plus court costs)
- [ ] Money Judgment
- [ ] Judgment in Replevin
- [ ] Judgment for Possession
- [ ] Judgment on Award of Arbitration
- [ ] Judgment on Verdict
- [ ] Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

ATTORNEY ARTHUR LASHIN, Esquire
*(Insert Attorney's Name)*

at this telephone number: (215) 928-1400.

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

COPY

Asset Acceptance LLC
Bank of America
Plaintiff(s)

No.: 2007-01205-CD

Real Debt: $10,239.54

Atty's Comm: $

Vs.

Costs: $

Int. From: $

Melvin L. Winters Jr.
Defendant(s)

Entry: $20.00

Instrument: Default Judgment

Date of Entry: January 22, 2008

Expires: January 22, 2013

Certified from the record this 22nd day of January, 2008.

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