

07-1218-CD
Chase Bank USA vs Kerri S. Whitaker

FILED *Ema*

JUL 30 2007

m (2:00 pm)

William A. Shaw
Prothonotary/Clerk of Courts

CLERK TO STAFF +
ATTY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE BANK USA, N.A.

Plaintiff

No: 2007-1218-C0

vs.

COMPLAINT IN CIVIL ACTION

KERRI S WHITAKER

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2718
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06007715 C J Pit SJS

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

CHASE BANK USA, N.A.

Plaintiff
vs. Civil Action No
KERRI S WHITAKER
Defendant

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

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

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext 1300-1301

COMPLAINT

1. Plaintiff, CHASE BANK USA, N.A. is a corporation with offices at 3700 WISEMAN BLVD. SAN ANTONIO , TX 78251 .

2. Defendant , is adult individual(s) residing at the address listed below:

KERRI S WHITAKER
33 E SCRIBNER AVE # APR
DU BOIS, PA 15801

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 5401683011424550 .

4. Defendant made use of said credit card and has a current balance due of \$3449.96 .

5. Defendant is in default of the terms of the Cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable.

6. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of interest at the rate of 6.000% per annum on the unpaid principal.

7. Plaintiff avers that the Cardholder Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

8. Plaintiff avers that such attorneys' fees will amount to \$500.00 .

9. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, and accrued interest or any part thereof to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , KERRI S WHITAKER , INDIVIDUALLY , in the amount of \$3449.96 with continuing finance charges thereon at the rate of 6.000% per annum from July 06, 2007 plus costs.

06007715 C J Pit SJS

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
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Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Statement for account number: 5401 6830 1142 4550

New Balance Payment Due Date Past Due Amount Minimum Payment
 \$3,449.96 04/21/07 \$457.00 \$608.00



Amount Enclosed \$ Make your check payable to Chase Card Services.
 New address or e-mail? Print on back.

6007715

5401683011424550000608000034499600000002

62722 BEX Z 08607 C
 KERRI S WHITAKER
 33 E SCRIBNER AVE # APRC
 DU BOIS PA 15801-2285

CARDMEMBER SERVICE
 PO BOX 15153
 WILMINGTON DE 19886-5153

|||||

5000 160 28 20930 114 24550 21#



Opening/Closing Date: 02/28/07 - 03/27/07 CUSTOMER SERVICE
 Payment Due Date: 04/21/07 In U.S. 1-800-23-2568
 Minimum Payment Due: \$608.00 Español 1-888-446-3308
 TDD 1-800-955-8080
 Pay by phone 1-800-436-7958
 Outside U.S. call collect 1-302-594-8200

MASTERCARD ACCOUNT SUMMARY Account Number: 5401 6830 1142 4550

Previous Balance	\$3,333.31	Total Credit Line	\$6,500	ACCOUNT INQUIRIES
Purchases, Cash, Debits	+\$39.00	Available Credit	\$3,050	P.O. Box 15298
Finance Charges	+\$77.65	Cash Access Line	\$1,300	Wilmington, DE 19850-5298
New Balance	\$3,449.96	Available for Cash	\$0	PAYMENT ADDRESS

P.O. Box 15153
 Wilmington, DE 19886-5153

VISIT US AT:
www.chase.com/creditcards

A late fee is reflected on this billing statement. Your minimum payment reflects 1% of your statement balance, plus any past-due amount, billed interest, and the billed late fee.

You haven't made the required payments and your credit card account is 90 days past due. As a result, your credit bureau may be updated with a negative rating. Please send your payment immediately or call us at 1-800-955-8030 (collect 1-302-594-8200) today.

SHEETZ MASTERCARD REWARDS PROGRAM

Previous Rebate Balance	\$0.00
Rebates Earned this Statement 1%	\$0.00
Rebates Available to be Redeemed	\$0.00
Rebates Unavailable for Redemption	\$7.13
Rebates Earned this Year	\$32.13
\$2.16 Rebates to expire on statement date in October 08	

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount	
			Credit	Debit
03/25	LATE FEE		\$39.00	

FINANCE CHARGES

Category	Daily Periodic Rate 28 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge			
				Periodic Rate	Due To	Transaction Fee	Accumulated Fin Charge
Purchases	V. 08217%	29.99%	\$3,374.72	\$77.65	\$0.00	\$0.00	\$77.65
Cash advances	V. 08217%	29.99%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total finance charges							\$77.65

Effective Annual Percentage Rate (APR): 29.99%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

IMPORTANT NEWS

NOTICE: We are replacing the Two-Cycle Average Daily Balance Method (compute interest on previous and current cycle purchase balances) with the Average Daily Balance including new purchases Method (purchases daily balance times purchases daily rate each day only in the current cycle).

This Statement is a Facsimile - Not an original

X 0000004 FIS03335 C 3 000 N Z 27 07/03/27 Page 1 of 1 06421 MA MA 52722 08810000030005272201

EXHIBIT

Address Change Request

Please provide information below only if the address information on front is incorrect.

Street Address: _____

City: _____

State: ____

Zip: _____

Home Phone: _____

Work Phone: _____

E-mail Address: _____

Information About Your Account

Lost or Stolen Cards: Please report your lost or stolen card immediately by calling the Customer Service number found on the front of your statement. Advisors are always available to assist you. You can reach an Advisor by pressing 0 after you enter your account number.

Credit Card Payments: For payments by regular U.S. mail, send at least your minimum payment due to our post office box designated for payments shown on this statement. Your payments by mail must comply with the instructions on this statement, and must be made by check, money order, cashier's check, in U.S. Dollars, and drawn on or payable to "Cardmember Services, P.O. Box 15299, Wilmington, DE 19850-5299". Do not send cash.

Write your account number on your check or money order. Payments must be accompanied by the payment coupon in the envelope provided with our address visible through the envelope window. The envelope cannot contain more than one payment or coupon; and there cannot be an additional payment or coupon in the body of the envelope. If your payment is not in accordance with our payment instructions and is made available to us on any day except December 25 by 10:00 p.m. local time at our post office box designated for payments on this statement, we will credit the payment to your account as of that day. If your payment is not in accordance with our payment instructions and is made available to us on any day after December 25 by 10:00 p.m. local time at our post office box designated for payments on this statement, we will credit it to your account as of the next day. If you do not follow our payment instructions or if your payment is not sent regular U.S. mail to our post office box designated for payments, crediting of your payment may be delayed for up to 5 days. Payments made directly through an automated telephone service, our Service advisors, or our web site will be subject to any processing times disclosed for those payments.

Account Information Reported to Credit Bureaus: We may report information about your account to credit bureaus. Late payments, missed payments or other details on your account may appear on your credit report. If you think we have reported inaccurate information to a credit bureau, you may write to us at the Cardmember Service address listed on your billing statement.

Notice About Electronic Check Conversion: When you provide a check as payment, you authorize us to use information from your check to make a electronic fund transfer from your account to our bank account. When you provide information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Call the customer service number on this statement if you have questions about electronic check collection or do not want your payments collected electronically.

Conditional Payments: Any payment check or other form of payment that we send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15299, Wilmington, DE 19850-5299. We will not accept a payment that is marked "paid in full" if it is determined that there is a valid dispute as to whether such check is received at any other address. We may accept the check and still owe any remaining balance. We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the appropriate payment address.

Annual Renewal Notice: If your account has an annual fee, it will be billed each year or in monthly installments, whether or not you use your account, and you agree to pay it when billed. The annual fee is non-refundable unless you notify us that you wish to close your account within 30 days of the date we mail your statement on which the annual fee is charged. If you do not close your account within 30 days of the date we mail your statement, the annual fee does not affect our right to close your account and to limit your right to make transactions on your account. If your account is closed by you or us, we will continue to charge the annual fee until you pay your outstanding balance in full and terminate your account relationship.

Explanation of Finance Charges: We calculate periodic finance charges, using the average periodic rates shown on this statement, separately for each feature (e.g., balance transfer/convenience checks and cash advance checks ("check transaction"), purchases, balance transfers, cash advances, promotional balances or overdraft advances). Please consult your Cardmember Agreement for the features that are applicable to your card. These rates are determined by the card issuer. The letter "P" next to a periodic rate on this statement, indicates that rate may vary, and the index and margin used to determine that rate and its corresponding APR as described in your Cardmember Agreement as amended. There is a minimum finance charge in any billing cycle in which you incur purchases, convenience charges, and a transaction finance charge for each balance transfer, cash advance, or check transaction, in the amounts stated in your Cardmember Agreement, as amended.

To get the daily balance for each day of the current billing cycle, we take the beginning balance for each feature, add any new transactions or other debits (including fees, unpaid finance charges, and other charges), subtract any payments on each feature, and then add any adjustments. Transactions are added as of the transaction date, the beginning of the billing cycle in which they are posted to your account, or a later date of our choice (except that check transactions are added as of the date deposited by the payee or a later date of our choice). Fees and charges on the date of a transaction are applied to the date they are posted to your account, or the last day of the billing cycle. The daily balance is treated as a balance of zero. If a daily periodic rate applies to any feature, we multiply the daily balance by the daily periodic rate to get your periodic finance charges for that day. We then add those periodic finance charges to your daily balance to get the beginning balance for the next day. If more than one daily periodic rate is applied based on the average daily balance, we will use the daily periodic rate that applies for the average daily balance amount at the end of the billing cycle to calculate the daily periodic finance charge (each day). If this statement shows a previous cycle average daily balance for purchases made in the previous billing cycle, we will use that average daily balance for purchases of the previous billing cycle. However, the daily balance for previous billing cycle purchases is considered to be zero for each day of the previous billing cycle if a periodic finance charge was already billed on purchases itemized on your previous statement or if there is a zero New Balance on your previous statement in full by the date and time your payment was due.

To get your total periodic finance charge for a billing cycle when a daily periodic rate(s) applies, we add all of the daily periodic finance charge for all features. To determine an average daily balance, we add your daily balances and divide by the number of the days in the applicable billing cycle(s). If we multiply the average daily balance for each feature by the number of days in the applicable billing cycle(s) and then add all of the results together, the total will also equal the periodic finance charge for the billing cycle, except for minor variations due to rounding. To get your total periodic finance charge for a billing cycle when a monthly periodic rate applies, we add your daily balances and divide by the number of days in the applicable monthly periodic rate and then multiply the result by the monthly periodic rate. The total will equal the periodic finance charge for the billing cycle, except for minor variations due to rounding.

Grace Period (at least 20 days): We accrue periodic finance charges on a transaction, fee, or finance charge from the date it is added to your daily balance until payment in full is received. We do not accrue periodic finance charges on new purchases or new purchases listed during a billing cycle if we receive both payment of your New Balance on your current statement by the date and time your payment is due and also payment of your New Balance on your previous statement by the date and time your payment was due. There

is no grace period for balance transfers, cash advances, check transactions, or overdraft advances. In addition, if there is a "Qualifying Promotional Financing" section on this statement, you will not accrue periodic finance charges on any Remaining Balance that appears in that section if you pay that balance in full by the applicable Expiration Date. To avoid finance charges on new purchases when your New Balance includes any Remaining Balance(s) in the Qualifying Promotional Financing section, pay your full New Balance minus any total periodic rate(s) by the date and time your payment is due and also payment of your New Balance. If your statement shows that a minimum payment is due, we must receive at least that minimum payment by the date and time specified on your statement, even if your New Balance consists only of Qualifying Promotional Financing balances.

For "deferred interest" Qualifying Promotional Financing, periodic finance charges accrue during the promotional period and are not added to your New Balance. Instead, they are added to the balance due at the end of the promotional period. If a deferred interest Qualifying Promotional Financing balance is not paid in full by the applicable Expiration Date, the deferred finance charges will be added to your account as soon as the first day after the Expiration Date. Further, if you default under the terms of your Cardmember Agreement, the deferred finance charges will be added to your account to the date of your last payment or to the date of default.

For "fixed payment" Qualifying Promotional Financing that permits you to pay for a purchase in a designated number of payments, you will not have a grace period for that balance as each payment includes a portion of the interest owed over the repayment term for that purchase. However, you will have a grace period on either new purchases as described above.

BILLING RIGHTS SUMMARY

In Case of Errors or Questions About Your Bill: If you think your bill is wrong, or if you need information about a transaction on your bill, write Cardmember Service on a separate sheet at P.O. Box 15299 Wilmington, DE 19850-5299 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more space, attach a separate sheet.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take action to collect the amount you question. If you have authorized us to pay your credit card to automatically from your checking or savings account, we will not stop that payment. If you do not have a checking or savings account, or if you do not want us to pay your credit card from your checking or savings account, stop the payment. Write to us, or call (telling us your Cardmember Service address or telephone number shown on this statement) no later than 60 days after we sent you the first bill on which the error or problem appeared. Your letter or call (telling us your Cardmember Service address or telephone number shown on this statement) must reach us at least three business days before the automatic payment is scheduled to occur.

Special Rule for Credit Card Purchases: If you have a problem with the quality of goods or services that you purchased with a credit card from a merchant, make a check or telephone call to the merchant in the first 90 days of the problem with the merchant. You may have the right to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

M4080306

Cardmember Agreement

ACCEPTANCE OF THIS AGREEMENT

This agreement governs your credit card account with us referenced on the card carrier containing the card for this account. Any use of your account is covered by this agreement. Please read the entire agreement and keep it for your records. You authorize us to pay for and charge your account for all transactions made on your account. You promise to pay us for all transactions made on your account, as well as any fees or finance charges. If this is a joint account, each of you, together and individually, is responsible for paying all amounts owed, even if the account is used by only one of you. Please sign the back of your credit card when you receive it. You will be bound by this agreement if you or anyone authorized by you use your account for any purpose, even if you don't sign your card. Whether you use your account or not, you will be bound by this agreement unless you cancel your account within 30 days after receiving your card and you have not used your account for any purpose.

Throughout this agreement, the words "we", "us" and "our" mean Chase Bank USA, N.A., the issuer of your credit card and account. The words "you", "your" and "yours" mean all persons responsible for complying with this agreement, including the person who applied for the account and the person to whom we address billing statements, as well as any person who agrees to be liable on the account. The word "card" means one or more cards or other access devices, such as account numbers, that we have issued to permit you to obtain credit under this agreement.

USING YOUR ACCOUNT

Your account is a consumer account and should be used only for personal, family or household purposes. Unless we agree or it is required by law, we will not be responsible for merchandise or services purchased or leased through use of your account. You promise to use your account only for valid and lawful transactions. For example, internet gambling may be illegal in some places. It is not our responsibility to make sure that you use your account only for permissible transactions. And you will remain responsible for paying for a transaction even if it is not permissible.

Types of Transactions:

- Purchases: You may use your card to pay for goods or services.
- Checks: We may provide you cash advance checks or balance transfer checks as a way to use your account. We also refer to them in this agreement as a check or checks. You may use a check to pay for goods or services, to transfer balances to your account, or for other uses we allow. But you may not use these checks to transfer balances to this account from other accounts with us or any of our related companies. Only the person whose name is printed on the check may sign the check. Cash advance checks are treated as cash advances and balance transfer checks are treated as balance transfers except as noted in this agreement or any offer we make to you. We may treat checks that we call convenience checks as balance transfer checks. However, checks that we call convenience checks and that we indicate to you are subject to the terms for cash advances, may be treated as cash advances and assessed cash advance rates and fees.
- Balance Transfers: You may transfer balances from other accounts or loans with other credit card issuers or other lenders to this account, or other balance transfers we allow. But you may not transfer balances to this account from other accounts with us or any of our related companies. If a portion of a requested balance transfer will exceed your available credit line, we may process a partial balance transfer up to your available credit line.
- Cash Advances: You may use your card to get cash from automatic teller machines, or from financial institutions accepting the card; or to obtain travelers checks, foreign currency, money orders, wire transfers or similar cash-like charges; or to obtain lottery tickets, cash or gaming chips, race track wagers or for similar betting transactions. You may also use a third party service to make a payment on your behalf and bill the payment to this account.
- Overdraft Advances: If you have an eligible checking account with one of our related banks, you may link this account to your checking account with our related bank to cover an overdraft on the checking account under the terms of this agreement and your checking account agreement.

Billing Cycle: In order to manage your account, we divide time into periods called "billing cycles". Each billing cycle is approximately one month in length. For each calendar month, your account will have a billing cycle that ends in that month. Your account will have a billing cycle ending in each calendar month whether or not there is a billing statement for that billing cycle.

Authorized Users: If you allow someone to use your account, that person will be an authorized user. You should think carefully before allowing anyone to become an authorized user because you are allowing that person to use the account as you can. You will remain responsible for the use of your account and each card issued on your account according to the terms of this agreement. This includes your responsibility for paying all charges on your account made by an authorized user.

You may request an additional card to be used by an authorized user on your account. If you do so, this act will appear on the credit report of that authorized user. You must notify us to terminate an authorized user's permission to use your account. If you notify us, we may close the account and/or issue a new card or cards with a different account number. You should also recover and destroy any cards, checks or any other means of access to your account from that authorized user.

Credit Line: Your credit line appears on your billing statements. We may also refer to the credit line as a credit limit or spending limit. Your billing statement also may show that only a portion of your credit line may be used for cash advances. Cash advances, including cash advance checks, are charged against the cash advance portion of your credit line, and all other transactions are charged against your credit line. You are responsible for keeping track of your account balance, including any fees and finance charges, and

making sure it remains below your credit line. If your account balance is over your credit line for any reason, we may charge you an overlimit fee as described in this agreement. We may, but are not required to, authorize charges that go over your credit line. You must pay any amount over your credit line, and you must pay us immediately if we ask you to.

This agreement applies to any balance over your credit line. At our discretion, we may increase, reduce, or cancel your credit line, or the cash advance portion of your credit line, at any time. However, if you have asked us not to do so, we will not increase your credit line. A change to your credit line will not affect your obligation to pay us.

International Transactions: International transactions include any transaction that you make in a foreign currency or that you make outside of the United States of America even if it is made in U.S. dollars. If you make a transaction in a foreign currency, Visa International or MasterCard International, Inc., will convert the transaction into U.S. dollars by using its respective currency conversion procedures. The exchange rate each entity uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date you used your card or account. We reserve the right to charge you an additional three percent (3%) of the U.S. dollar amount of any international transaction, whether that transaction was originally made in U.S. dollars or was made in another currency and converted to U.S. dollars by Visa or MasterCard. In either case, the 3% will be calculated on the U.S. dollar amount provided to us by that entity. The same proceeds and charges may apply if any international transaction is reversed.

Refusal to Authorize Transactions: We may, but are not required to, decline a transaction on your account for any of the following reasons:

- because of operational considerations,
- because your account is in default,
- if we suspect fraudulent or unlawful activity or,
- in our discretion, for any other reason.

We are not responsible for any losses if a transaction on your account is declined for any reason, either by us or a third party, even if you have sufficient credit available.

For online transactions, we may require that you register your account with an authorization system that we select. We will notify you if we want you to register. If you do not register, we may decline your online transactions.

Refusal to Pay Checks: Each check you write is your request for funds. When we receive a check for payment, we may review your account to decide whether to authorize that check. We may, but are not required to, reject and return unpaid a check for any reason, including the following examples:

- We or one of our related companies is the payee on the check.
- Your credit line or cash advance portion of your credit line has been exceeded, or would be exceeded if we paid the check.
- The check is post-dated. If a post-dated check is paid, resulting in another check being returned or not paid, we are not responsible.
- You have used the check after the date specified on it.
- You are in default or would be if we paid the check.

Lost or Stolen Cards, Checks or Account Numbers: If any card, check, account number or other means to access your account is lost or stolen, or you think someone used or may use them without your permission, you must notify us at once by calling the Cardmember Service telephone number shown on your card or billing statement. Do not use your account after you notify us, even if your card, check, account number or other means to access your account is found or returned. We may terminate or suspend your credit privileges when you notify us of any loss, theft or unauthorized use related to your account.

You may be liable if there is unauthorized use of your account from which you receive no benefit, but you will not be liable for more than \$50.00 of such transactions, and you will not be liable for any such transactions made after you notify us of the loss, theft or unauthorized use. However, you must identify for us the unauthorized charges from which you received no benefit.

We may require you to provide us information in writing to help us find out what happened. We may also require you to comply with certain procedures in connection with our investigation.

PAYMENTS

Payment Instructions: Your billing statement and accompanying envelope include instructions you must follow for making payments and sets forth the date and time by which we must receive the payment.

You agreed to pay us amounts you owe in U.S. dollars drawn on funds on deposit in a U.S. financial institution or the U.S. branch of a foreign financial institution using a payment check, money order or automatic debit that will be processed or honored by your financial institution. We will not accept cash payments. Your total available credit may not be restored for up to 15 days after we receive your payment.

Any payment check or other form of payment which you send to us for less than the full balance that is marked "paid in full" or with a similar notation or that you otherwise tend to in full satisfaction of a disputed amount (conditional payments), must be sent to us at the conditional payments address listed on your monthly statement. We reserve all our rights regarding such payments. For example, if it is determined there is no valid dispute or if any such payment is received at any other address, we may accept the payment and you will still owe any remaining balance. We may refuse to accept any such payment by returning it to you, not cashing it or by destroying it. All other payments that you make should be sent to the regular payment address shown on your monthly statements. We reserve the right to electronically collect your eligible payment checks, or pre-arrangement and any representation from the bank account on which the checks are drawn. Our receipt of your payment checks is your authorization for us to collect the amount.

EXHIBIT

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the check electronically, or, if needed, by a draft drawn against the bank account. Payment checks will be collected electronically by sending the check amount along with the check, routing and account numbers to your bank. Your bank account may be debited as early as the same day we receive your payment. The original payment check will be destroyed and an image will be maintained in our records.

Minimum Payment: You agree to pay at least the minimum payment due, as shown on your billing statement, to that we receive it by the date and time payment is due. You may pay more than the minimum payment due and may pay the full amount you owe us at any time. If you have a balance that is subject to finance charges, the sooner you pay us, the less you will pay in finance charges because finance charges accrue on your balance each day.

Your billing statement shows your beginning balance and your ending balance (the "New Balance" on your billing statement). If the New Balance is \$10.00 or less, your minimum payment due will be the New Balance. Otherwise, it will be the largest of the following: \$10.00; 2% of the New Balance; or the sum of 1% of the New Balance, total billed periodic rate finance charges, and any billed late and overlimit fees. As part of the minimum payment due, we also add any amount past due and any amount over your credit line.

Payment Allocation: You agree that we are authorized to allocate your payments and credits in a way that is most favorable to or convenient for us. For example, you authorize us to apply your payments and credits to balances with lower APRs (such as promotional APRs) before balances with higher APRs.

Credit Balances: You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges or fees billed to your account.

Automatic Charges: You may authorize a third party to automatically charge your account for repeat transactions (for example, monthly utility charges, memberships and insurance premiums). If automatic charges are stopped for any reason (including because your account is closed or suspended for any reason) or your account number changes, you are responsible for notifying the biller and paying these charges directly. If your account number changes, we may, but are not required to, pay from your new account number charges that you authorized to be billed to your old account number.

Promotions: From time to time we may offer special terms for your account. If we do, we will notify you about the terms of the offer and how long they will be in effect. Any promotion is subject to the terms of this agreement, as modified by the promotional offer.

FINANCE CHARGES

Daily Periodic Rates and Annual Percentage Rates: Your annual percentage rates ("APRs") and the corresponding daily periodic rates are listed on the Rates and Fees Table that is at the end of this document or provided separately. To get the daily periodic rate, we divide the APR by 365, and in effect always round up at the fifth place to the right of the decimal point.

Variable Rates: One or more APRs that apply to your account may vary with changes to the Prime Rate. When you have an APR that varies with changes to the Prime Rate, we calculate the APR by adding a margin to the Prime Rate published in *The Wall Street Journal* two business days before the Closing Date shown on your billing statement. The "Prime Rate" is the highest U.S. Prime Rate published in the Money Rates section of *The Wall Street Journal*. If *The Wall Street Journal* stops publishing the Prime Rate, we will select a similar reference rate and inform you on your billing statement or through a separate notice.

A "margin" is the percentage we add to the Prime Rate to calculate the APR. A "business day" is any day that is not a weekend or federal holiday. The Rates and Fees Table shows which rates, if any, are variable rates. It also lists the margin for each variable rate and any minimum daily periodic rate and corresponding APR. Two business days before the Closing Date shown on your billing statement, we add what the Prime Rate is. We then add the applicable margin to that Prime Rate to get the APR. The daily periodic rate is calculated as described above. If our calculation results in a change to a daily periodic rate from the previous billing cycle because the Prime Rate has changed, the new rate will apply as of the first day of your billing cycle that ends in the calendar month in which we made the calculation. If the daily periodic rate increases, you will have to pay a higher periodic finance charge and may have to pay a higher minimum payment.

Default Rates: Your APRs also may vary if you are in default under this agreement or any other agreement you have with us or any of our related companies for any of the following reasons:

- We do not receive, for any payment that is owed on this account or any other account or loan with us, at least the minimum payment due by the date and time due.
- You exceed your credit line on this account.
- You make a payment to us that is not honored by your bank.
- To the extent allowed by law, if, at any time after your account is closed, we demand immediate payment of your outstanding balance and we do not receive payment within the time we specify.

If any of these events occurs, we may increase the APRs (including any promotional APR) on all balances (excluding overdraft advances) up to a maximum of the default rate stated in the Rates and Fees Table. We may consider the following factors to determine your default rate: the length of time your account has been open, the existence, seriousness and timing of the defaults on your account; other indications of your account usage and performance; information about your other relationships with us or any of our related companies; and information we obtain from consumer credit reports obtained from credit bureaus. The default rate will take effect as of the first day of the billing cycle in which the default occurs, and will apply to purchases

balances from the previous billing cycle for which periodic finance charges have not been already billed.

If we decide not to increase your APR even though there is a default or if we do not increase your APR up to the maximum default rate stated in the Rates and Fees Table, we reserve our right to increase your APR in the event of any future default. We may in our discretion determine to charge reduced default rates or reinstate standard rates for all or selected balances on your account.

Finance Charge Calculation—Two-Cycle Average Daily Balance Method (Including New Purchases) for Purchases and Average Daily Balance Method (Including New Transactions) for Other Transactions: We calculate periodic finance charges separately for each balance associated with a different category of transactions (for example, purchases, balance transfers, balance transfer checks, cash advances, cash advance checks, overdraft advances, and cash promotions). These calculations may combine different categories with the same daily periodic rates. This is how it works:

We calculate the periodic finance charges for purchases in two steps, as follows:

- First, for each day of the billing cycle, we multiply the daily balance by the daily periodic rate.
- Second, for each day of the previous billing cycle we multiply the daily balance for purchases made in that billing cycle by the same daily periodic rate. However, we do not do this second step if we received payment in full of the New Balance on your previous billing statement by the date and time the minimum payment was due or if a periodic finance charge was already billed on that balance.

We calculate the periodic finance charges for purchases subject to a promotional rate the same way, but we use the promotional rate.

We calculate periodic finance charges for balance transfers, balance transfer checks, cash advances, cash advance checks, and overdraft advances, by multiplying the daily balance for each of those categories by the daily periodic rate for each of those categories, each day. You may have overdraft advances only if you have linked this account to a checking account with one of our related banks. We calculate the periodic finance charges for balance transfers, balance transfer checks, cash advances, and cash advance checks subject to a promotional rate the same way, but we use the promotional rate.

To get the daily balance for each day for each category:

- We take the beginning balance for that day.
- We add to that balance any new transactions, fees, other charges, and debit adjustments that apply to that category. We add a new purchase, cash advance, balance transfer or overdraft advance, if applicable, to the daily balance as of the transaction date, or a later date of our choice. We add a new cash advance check or balance transfer check to the daily balance as of the date the cash advance check or balance transfer check is deposited by a payee, or a later date of our choice.
- We subtract from that balance any payments, credits, or credit adjustments that apply to that category and that are credited as of that day.
- We treat a credit balance as a balance of zero.

To get the beginning balance for each category for the next day, we add the daily periodic finance charge to the daily balance. If more than one daily periodic rate could apply to a category because the rate for the category may vary based on the amount of its average daily balance, we will use the daily periodic rate that applies for the average daily balance amount at the end of the billing cycle to calculate the daily periodic finance charge each day. This agreement provides for daily compounding of finance charges.

To get the total periodic finance charge for the billing cycle, we add all of the daily periodic finance charges for each category for each day during that billing cycle, plus the daily periodic finance charges on purchases, if any apply, for the previous billing cycle. However, if any periodic finance charge is due, we will charge you at least the minimum periodic finance charge stated in the Rates and Fees Table. If it is necessary to add an additional amount to reach the minimum finance charge, we add that amount to the balance for purchases made during the billing cycle.

The total finance charge on your account for a billing cycle will be the sum of the periodic finance charges plus any transaction fee finance charges.

For each category we calculate an average daily balance (including new transactions) for the billing cycle by adding all your daily balances and dividing that amount by the number of days in the billing cycle. If a periodic finance charge for purchases made during the previous billing cycle applies, the average daily balance for those purchases is calculated the same way. If you multiply the average daily balance for a category by that category's daily periodic rate, and multiply the result by the number of days in the billing cycle, the total will equal the periodic finance charges for that balance attributable to that billing cycle, except for minor variations due to rounding.

Grace Period and Accrual of Finance Charges: We accrue periodic finance charges on a transaction, fee, or finance charge from the date it is added to your daily balance until payment in full is received on your account. However, we do not charge periodic finance charges on new purchases billed during a billing cycle if we receive payment in full: New Balance by the date and time your minimum payment is due and we received payment of your New Balance on your previous billing statement by the date and time your payment was due. This exception of "grace period" applies only to purchases and does not apply to balance transfers, balance transfer checks, cash advances, cash advance checks or overdraft advances, if applicable.

Transaction Fees for Cash Advances: We may charge you a cash advance fee in the amount stated in the Rates and Fees Table for each of the following transactions:

- cash advance checks;
- cash advances.

In addition, if you use a third party service to make a payment on your behalf and the service charges the payment to this account we may charge a transaction fee for the payment.

These transaction fees are finance charges. We add the fee to the balance for the related category as of the transaction date of the cash advance. For example, a transaction fee for a cash advance would be added to your cash advance balance.

Transaction Fees for Balance Transfers: We may charge you a balance transfer fee in the amount stated in the Rates and Fees Table for each of the following transactions:

- balance transfer checks;
- balance transfers.

These transaction fees are finance charges. We add the fee to the balance for the related category as of the transaction date of the balance transfer. For example, a transaction fee for a balance transfer would be added to your balance transfer balance.

OTHER FEES AND CHARGES

We may charge the following fees. The amounts of those fees are listed in the Rates and Fees Table. These fees will be added to the balance for purchases made during the billing cycle.

Annual Membership Fee: If your account has an annual membership fee, it will be billed each year or in monthly installments (as stated in the Rates and Fees Table), whether or not you use your account, and you agree to pay it when billed. The annual membership fee is non-refundable unless you notify us that you wish to close your account within 30 days of the date we mail your billing statement on which the annual membership fee is charged and at the same time, you pay your outstanding balance in full. Your payment of the annual membership fee does not affect our right to close your account or limit your right to make transactions on your account. If your account is closed by you or us, we will continue to charge the annual membership fee until you pay your outstanding balance in full and terminate your account relationship.

Late Fee: If we do not receive at least the required minimum payment by the date and time it is due as shown on your billing statement for any billing cycle, we may charge the late fee shown in the Rates and Fees Table. If the late fee is based on a balance, we calculate the late fee using the Previous Balance on the current month's statement that shows the late fee. This balance is the same as the New Balance shown on the prior month's statement for which we did not receive at least the required minimum payment by the date and time it was due.

Overlimit Fee: If your account balance is over your credit line at any time during a billing cycle, even if only for a day, we may charge an overlimit fee. We may charge this fee even if your balance is over the credit line because of a finance charge or fee we imposed or a transaction we authorized. We will not charge more than one overlimit fee for any billing cycle. But we may charge an overlimit fee in subsequent billing cycles, even if no new transactions are made on your account, if your account balance still is over your credit line at any time during the subsequent billing cycles.

Return Payment Fee: If (a) your payment check or similar instrument is not honored, (b) an automatic debit or other electronic payment is returned unpaid, or (c) we must return a payment check because it is not signed or cannot be processed, we may charge a return payment fee.

Return Check Fee: If (a) we stop payment on a cash advance check or balance transfer check at your request, or (b) we refuse to pay a cash advance check or balance transfer check, we may charge a return check fee.

Administrative Fees: If you request a copy of a billing statement, sales draft or other record of your account or if you request two or more cards of any special services (for example, obtaining cards on an expedited basis), we may charge you for these services. However, we will not charge you for copies of billing statements, sales drafts or similar documents that you request for a billing dispute you may assert against us under applicable law. We may charge, for any services listed above and other services we provide, the fees from time to time in effect when we offer the service.

DEFAULT/COLLECTION

We may consider you to be in default if any of these occur:

- We do not receive at least the minimum amount due by the due date and time due as shown on your billing statement.
- You exceed your credit line.
- You fail to comply with the terms of this agreement or any agreement with one of our related companies.
- We obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or to others on time.
- You file for bankruptcy.
- You become incapacitated or in the event of your death.

If we consider your account to be in default, we may close your account without notice and require you to pay your unpaid balance immediately. We also may 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.

To the extent permitted by law, if you are in default because you have failed to pay us, we will pay our collection costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this agreement.

CLOSING YOUR ACCOUNT

You may close your account at any time. If you call us to close your account we may require that you confirm your request in writing.

We may close your account at any time or suspend your credit privileges at any time for any reason without prior notice except as required by applicable law. If we close your account, we will not be liable to you for any consequential resulting from closing your account or suspending your credit privileges.

If you or we close your account, you and any authorized users must immediately stop using your account and destroy all cards, checks or other means to access your account or return them to us upon request. You will continue to be responsible for charges to your account, even if they are made or processed after your account is closed and you will

be required to pay the outstanding balance on your account according to the terms of this agreement. In addition, to the extent allowed by law, we may require you to pay the outstanding balance immediately or at any time after your account is closed.

ARBITRATION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT SUCH AS THAT IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. YOU WILL NOT BE ABLE TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, OR TO BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS AND OTHER REPRESENTATIVE ACTIONS). OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO A COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DECISION MAY BE MORE LIMITED EXCEPT AS OTHERWISE PROVIDED BELOW, THOSE RIGHTS ARE WAIVED BY BINDING ARBITRATION. THIS ARBITRATION AGREEMENT IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND SHALL BE GOVERNED BY AND BE ENFORCEABLE UNDER THE FEDERAL ARBITRATION ACT (THE "FAA"), 9 U.S.C. §1-16 AS IT MAY BE AMENDED. THIS ARBITRATION AGREEMENT SETS FORTH THE CIRCUMSTANCES AND PROCEDURES UNDER WHICH CLAIMS (AS DEFINED BELOW) MAY BE RESOLVED BY ARBITRATION INSTEAD OF BEING litigated IN COURT.

Parties Covered. For the purposes of this Arbitration Agreement, "we", "us", and "our" also includes our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your Account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we", "us" and "our" shall include any third party providing benefits, services, or products in connection with the Account (including but not limited to credit bureaus, merchants that accept any credit device issued under the Account, rewards programs and enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees, agents and representatives) and, only if, such a third party is named by you as a co-defendant in any claim you assert against us.

Claims Covered. Either you or we may, without the other's consent, elect mandatory, binding arbitration of any claim, dispute or controversy by either you or us against the other, or against the employees, parents, subsidiaries, affiliates, beneficiaries, agents or assigns of the other, arising from or relating in any way to the Cardmember Agreement, any prior Cardmember Agreement, your credit card Account or the advertising, application or approval of your Account ("Claim"). This Arbitration Agreement governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any legal theory of law such as respondeat superior, or any other legal or equitable ground and whether such Claims seek as remedies money damages, penalties, injunctions, or declaratory or equitable relief. Claims subject to this Arbitration Agreement include Claims regarding the applicability of this Arbitration Agreement or the validity of the entire Cardmember Agreement or any prior Cardmember Agreement. This Arbitration Agreement includes Claims that arose in the past, or arose in the present or the future. As used in this Arbitration Agreement, the term "Claim" is to be given the broadest possible meaning.

Claims subject to arbitration include Claims that are made as counterclaims, cross claims, third party claims, interpleader or otherwise, and a party who initiates a proceeding in court may elect arbitration with respect to any such Claims advanced in the lawsuit by any party or parties.

As an exception to this Arbitration Agreement, you retain the right to pursue in a small claims court any Claim that is within that court's jurisdiction and proceeds on an individual basis. If a party elects to arbitrate a Claim, the arbitration will be conducted on an individual action. Neither you nor we agree to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed on such basis. This means that even if a class action lawsuit or other representative action, such as that in the form of a private attorney general action, is filed, any Claim between us related to the issues raised in such lawsuits will be subject to an individual arbitration claim if either you or we so elect.

No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. The only Claims that may be joined in an individual action under this Arbitration Agreement are (1) those brought by us against you and any co-applicant, joint cardholder, or authorized user of your Account, or your heirs or your trustee in bankruptcy, or (2) those brought by you and any co-applicant, joint cardholder, or authorized user of your Account, or your heirs or your trustee in bankruptcy against us. Initiation of Arbitration. The party filing a Claim in arbitration must choose one of the following two arbitration administrators: American Arbitration Association, or National Arbitration Forum. These administrators are independent from us. The administrator does not conduct the arbitration. Arbitration is conducted under the rules of the selected arbitration administrator by an impartial third party chosen in accordance with the rules of the selected arbitration administrator and as may be provided in this Arbitration Agreement. Any arbitration hearing that you attend shall be held at a place chosen by the arbitrator or arbitration administrator within the federal judicial district in which you reside at the time the Claim is filed, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the two arbitration administrators, information about arbitration and arbitration fees, and instructions for initiating arbitration by contacting the arbitration administrators as follows:

American Arbitration Association, 335 Madison Avenue, Room 10, New York, NY 10017-4605, Web site: www.adr.org; 800-778-7879; or

National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, Web site: www.arbitration-forum.com; 800-474-2371

Procedures and law applicable in arbitration. A single, neutral arbitrator will resolve Claims. The arbitrator will either be a lawyer with at least ten years experience or a retired

or former judge. The arbitration will be conducted under the applicable procedures and rules of the arbitration administrator that are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Arbitration Agreement, in which case this Agreement will prevail. These procedures and rules may limit the amount of discovery available to you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, and will honor claims of privilege recognized at law. You may choose to have a hearing and be represented by counsel. The arbitrator will take reasonable steps to protect customer account information and other confidential information, including the use of protective orders to prohibit disclosure outside the arbitration, if requested to do so by you or us. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law, and will not have the power to award relief to, against, or for the benefit of any person who is not a party to the proceeding. If the law authorizes such relief, the arbitrator may award punitive damages or attorney fees. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Upon a request by you or us, the arbitrator will provide a brief statement of the reasons for the award.

Costs. We will reimburse you for the initial arbitration filing fee paid by you up to the amount of \$500 upon receipt of proof of payment. Additionally, if there is a hearing, we will pay any fees of the arbitrator and arbitration administrator for the first two days of that hearing. The payment of any such hearing fees by us will be made directly to the arbitration administrator selected by you or us pursuant to this Arbitration Agreement. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. However, we will advance or reimburse filing fees and other fees if the arbitration administrator or arbitrator determines there is good reason for requiring us to do so or you ask us and we determine there is good cause for doing so. Each party will bear the expense of the fees and costs of that party's attorneys, experts, witnesses, documents and other expenses, regardless of which party prevails, for arbitration and any appeal (as permitted below), except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all fees and costs from another party.

Enforcement, finality, appeals. Failure or any delay in enforcing this Arbitration Agreement at any time, or in connection with any particular Claims, will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Any decision rendered in such arbitration proceeding will be final and binding on the parties, unless a party appeals in writing to the arbitration organization within 30 days of issuance of the award. The appeal must request a new arbitration before a panel of two neutral arbitrators designated by the same arbitration organization. The panel will reconsider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Each party will bear their own fees, costs and expenses for any appeal, but a party may recover any or all fees, costs and expenses from another party. If the majority of the panel of arbitrators, applying applicable law, so determines, an award in arbitration will be enforceable as provided by the FAA or other applicable law by any court having jurisdiction.

Survivability, survival. This Arbitration Agreement shall survive: (i) termination or changes in the Cardmember Agreement, the Account and the relationship between you and us concerning the Account, such as the issuing of a new account number or the transferring of the balance in the Account to another account; (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf; and (iii) payment of the debt in full by you or by a third party. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

CHANGES TO THIS AGREEMENT

We can change this agreement at any time, regardless of whether you have access to your account, by adding, deleting, or modifying any provision. Our right to add, delete, or modify provisions includes financial terms, such as the APRs and fees, and other terms such as the nature, extent, and enforcement of the rights and obligations you or we may have relating to this agreement. Modifications, additions, or deletions are called "Changes" or a "Change".

We will notify you of any Change if required by applicable law. These Changes may be effective with notice only, at the time stated in our notice, in accordance with applicable law. Unless we state otherwise, any Change will apply to the unpaid balances on your account and to new transactions.

The notice will describe any rights you may have with respect to any Change, and the consequences if you do or do not exercise those rights. For example, the notice may state that you may notify us in writing by a specified date if you do not want to accept certain Changes we are making. If you notify us in writing that you do not accept the Changes, your account may be closed (if it is not already closed) and you will be obligated to pay your outstanding balance under the applicable terms of the agreement. If you do not notify us in writing by the date stated in the notice, or if you notify us but then use your account after the date stated in the notice, you will be deemed to accept all Changes in the notice and to accept and confirm all terms of your agreement and all Changes in prior notices we have sent you regardless of whether you have access to your account.

CREDIT INFORMATION

We may periodically review your credit history by obtaining information from credit bureaus and others.

We may report information about you and your account to credit bureaus, including your failure to pay us on time. If you request additional cards on your account or others, we may report account information in your name as well as in the names of those other people.

If you think we have reported inaccurate information to a credit bureau, you may write to us at the Cardmember Service address listed on your billing statement. Please include your name, address, account number, telephone number and a brief description of the problem. If available, please provide a copy of the credit bureau report in question. We will promptly investigate the matter and, if our investigation shows that you are right, we will contact each credit bureau to which we reported the information and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone. We will also notify the credit bureau that you dispute the information unless you let us know that you no longer dispute the information.

NOTICES/CHANGE OF PERSONAL INFORMATION

We will send cards, billing statements and other notices to you at the address shown in our files. Or, if this is a joint account, we can send billing statements and notices to any joint account holder. Notice to one of you will be considered notice to all of you and all of you will remain obligated on the account.

If you change your name, address, or home, cellular or business telephone number or email address (if you elect to receive billing statements or other notices online), you must notify us immediately in writing at the address shown on your billing statement. We may, at our option, accept mailing address corrections from the United States Postal Service. We may contact you about your account, including for customer service or collection, at any address or telephone number as well as any cellular telephone number you provide us.

TELEPHONE MONITORING AND RECORDING

We, and if applicable, our agents, may listen to and record your telephone calls with us. You agree that we, and if applicable, our agents, may do so, whether you or we initiate the telephone call.

INFORMATION SHARING

You authorize us to share certain information about you and your account within our family of companies, and with others outside our family of companies including any company or organization whose name or mark may appear on the cards, as permitted by law. Our Privacy Policy, which is provided to you when you first receive an agreement and at least once each calendar year thereafter, describes our information sharing practices and the choices you have and directions you may give us about our sharing of information about you and your account with companies or organizations within and outside of our family of companies.

ILLINOIS CARDMEMBERS

Illinois law provides that we may not share information about you with companies or other organizations outside of our family of companies unless you authorize the disclosure or unless the disclosure falls under another exception in the law (such as sharing information to process your transactions or in response to a subpoena). You hereby agree that, if you choose not to exercise the applicable opt out described in our Privacy Policy, you will be deemed to have authorized us to share personal information we have about you (including information related to any of the products or services you may have with any of our companies) with companies or other organizations outside of our family of companies.

ENFORCING THIS AGREEMENT

We can delay enforcing or not enforce any of our rights under this agreement without losing our right to enforce them in the future. If any of the terms of this agreement are found to be unenforceable, all other terms will remain in full force.

ASSIGNMENT

We may assign your account, any amounts you owe us, or any of our rights and obligations under this agreement to a third party. The person to whom we make the assignment will be entitled to any of our rights that we assign to that person.

GOVERNING LAW

THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF DELAWARE, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF DELAWARE, WHERE WE AND YOUR ACCOUNT ARE LOCATED, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT.

FOR INFORMATION

Please call the Cardmember Service telephone number on your card or billing statement if you have any questions about your account or this agreement.

YOUR BILLING RIGHTS

Keep This Notice For Future Use
This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case Of Errors Or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the Cardmember Service address shown on your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem occurred. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about

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

Your Rights And Our Responsibilities After We Receive Your Written Notice

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

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit 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 any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 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 reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow those rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

Special Rules for Credit Card Purchases

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

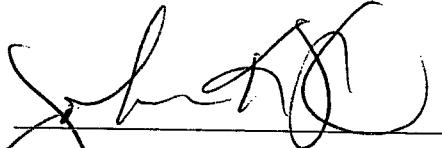
- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.00.

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

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VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he is **John K Wells, Manager of Chase Bank, USA, N.A.**, plaintiff herein, that he is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.



John K. Wells
Chase Bank, USA, N.A.
(Signature)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103048
NO: 07-1218-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CHASE BANK USA, N.A.
vs.
DEFENDANT: KERRI S. WHITAKER

SHERIFF RETURN

NOW, August 22, 2007 AT 10:00 AM SERVED THE WITHIN COMPLAINT ON KERRI S. WHITAKER DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KERRI S. WHITAKER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HAWKINS /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	2956435	10.00
SHERIFF HAWKINS	WELTMAN	2956435	19.00

FILED
07/31/07
DEC 19 2007
W.A.S.

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

Day of 2008

So Answers,

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

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

CHASE BANK USA, N.A.

Plaintiff No. 2007-1218-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

KERRI S WHITAKER

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06007715
Judgment Amount \$ 3749.96

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

FILED Atty pd. 20.00
M.J. 11/16/07 DEC 3 1 2007 ICC& Notice to Def.
William A. Shaw Statement to Atty
Prothonotary/Clerk of Courts
(6K)

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 2007-1218-CD

KERRI S WHITAKER

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, KERRI S WHITAKER above named, in the default of an Answer, in the amount of \$3749.96 computed as follows:

Amount claimed in Complaint	\$3449.96
-----------------------------	-----------

Interest from date of judgment at the legal interest rate of 6% per annum	
--	--

Attorney's fees	\$300.00
-----------------	----------

TOTAL	\$3749.96
-------	-----------

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 

WILLIAM T. MOLCZAN, ESQUIRE
PA I.D.#47437

Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06007715

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And that the last known address of the Defendant is: 33 E SCRIBNER AVE #APR, DU BOIS, PA 15801

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

CHASE BANK USA, N.A.

Plaintiff

Case # 2007-1218-CD

KERRI S WHITAKER

Defendant(s)

IMPORTANT NOTICE

TO: KERRI S WHITAKER
33 E SCRIBNER AVE # APR
DU BOIS, PA 15801

Date of Notice: 11-5-07
WWR#: 06007715

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 PROPERTY 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 FOLLOWING 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
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext. 1300-1301

BY: Patrick Thomas Woodman
PATRICK THOMAS WOODMAN
PA I.D. #34507
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 KOPPERES BLDG, 436 7TH AVE.
PITTSBURGH, PA 15219

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

CHASE BANK USA, N.A.

Case no: 2007-1218-CD

Plaintiff
vs.
NON-MILITARY AFFIDAVIT

KERRI S WHITAKER

Defendant

The undersigned, who first being duly sworn, according to law, deposes and states as follows:

That he/she is the duly authorized agent of the Plaintiff in the within matter.

Affiant further states that the within Affidavit is made pursuant to and in accordance with the Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

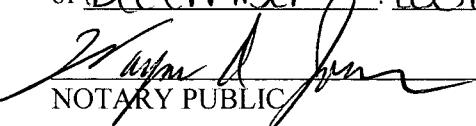
Affiant further states that based upon investigation it is the affiant's belief that the Defendant, KERRI S WHITAKER is not in the military service.

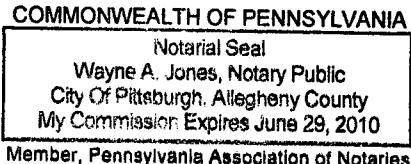
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, KERRI S WHITAKER is not in the military service.

Further Affiant sayeth naught.


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 3rd day
of December 2007.


NOTARY PUBLIC



This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Department of Defense Manpower Data Center

DEC-12-2007 06:29:41



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
WHITAKER	KERRI		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: TSEOEZKQYG

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

3PY

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 2007-1218-CD

KERRI S WHITAKER

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on 12/31/07

Assumpsit Judgment in the amount
of \$3749.96 plus costs.

Trespass Judgment in the amount
of \$_____ plus costs.

If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration
will be suspended by the Department of Transportation, Bureau
of Traffic Safety, Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration
Award

Prothonotary

By: Willie A. Haynes
PROTHONOTARY (OR DEPUTY)

KERRI S WHITAKER
33 E SCRIBNER AVE # APR
DU BOIS, PA 15801

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
1-888-434-0085

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

Chase Bank USA, N.A.
Plaintiff(s)

No.: 2007-01218-CD

Real Debt: \$3,749.96

Atty's Comm: \$

Vs.

Costs: \$

Kerri S. Whitaker
Defendant(s)

Int. From: \$

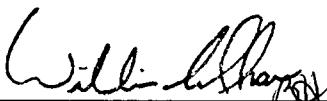
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 31, 2007

Expires: December 31, 2012

Certified from the record this 31st day of December, 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

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

CHASE BANK USA, N.A.

Plaintiff No. 2007-1218-CD

vs.

KERRI S WHITAKER

**PRAECIPE FOR WRIT OF EXECUTION
(BANK ATTACHMENT ONLY)**

Defendant

S&T BANK,

Garnishee,

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06007715

FILED Atty pd. \$20.00
MAY 14 2008 ICC#7 Writs
William A. Shaw to Sheriff
Prothonotary/Clerk of Courts
(6K)

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 2007-1218-CD

KERRI S WHITAKER

Defendant

S&T BANK,

Garnishee

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of CLEARFIELD County:

2. against KERRI S WHITAKER, Defendant

3. against S&T BANK, Garnishee

4. Judgment Amount \$ 3949.96

Less payments of/Adjustments \$ 271.00

Interest \$ 174.11

Costs \$

SUBTOTAL: \$ 3853.07

Costs (to be added by Prothonotary): **Prothonotary costs** \$ 125.00

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: William T. Molczan
William T. Molczan, Esquire
PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.

2718 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#06007715

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

COPIED

CHASE BANK USA, N.A.
Plaintiff

vs.

Civil Action No. 2007-1218-CD

KERRI S WHITAKER
Defendant

S&T BANK
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: KERRI S WHITAKER Defendant(s);

- (1) You are also directed to attach the property of the defendant not levied upon in the possession of S&T BANK, as garnishee, 614 LIBERTY BLVD, DU BOIS, PA 15801 and to notify the garnishee that:
 - a. An attachment has been issued;
 - b. Except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
 - c. The attachment shall not include any funds in an account of the defendant with a bank or other financial institution
 - i. In which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or
 - ii. That total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. § 8123.
- (2) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify [him] such other person that he or she has been added as a garnishee and is enjoined as above stated

Amount due \$ 3853.07

Costs to be added..... \$ _____
Prothonotary costs 125.00

Prothonotary

Willie Shaffer 5/4/08

If Social Security or Supplemental Income Funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

CHASE BANK USA, N.A.

Plaintiff

No. 2007-1218-CD

vs.

KERRI S WHITAKER

Defendant

S&T BANK
Garnishee

WRIT OF EXECUTION
NOTICE

This paper is a "Writ of Execution". It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken and sold by the Sheriff to satisfy your debts. **SUCH PROPERTY IS SAID TO BE EXEMPT**. No matter what you may owe, there is a **DEBTOR'S EXEMPTION** established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions which may be applicable to you. Listed below is a summary of some of the major exemptions. You may have other exemptions or other rights. If you have an exemption, you should do the following promptly:

- (1) Complete the claim form on the opposite side and demand a prompt hearing.
- (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court when and where you are told to appear ready to explain your exemption. **IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.**

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

LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
TELEPHONE NO.: 1-800-692-7375

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 exemptions set by law.
2. All wearing apparel used by yourself and all family members.
3. Bibles, school books, sewing machines, uniforms & equipment.
4. Tools of your trade such as carpenter's tools.
5. Most wages & unemployment benefits.
6. Social Security benefits, certain retirement funds and accounts.
7. Certain veteran & armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

(1) FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON,

(a) I desire that my statutory \$300.00 exemption be:

(1) set aside in kind (specify property, to be set aside in kind):

(2) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption: (specify property and basis of exemption):

(2) FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:

(a) my \$300.00 statutory exemption: in cash in kind
(specify property): _____

(b) Social Security benefits on deposit in the amount of \$ _____
(c) Other (specify amount & basis for exemption): _____

I request a prompt court hearing to determine the exemption.

Notice of hearing should be given me at the following:

ADDRESS: _____ TELEPHONE NUMBER: _____

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. § 4904 relating to unsworn falsification to authorities:

Date: _____

Defendant: _____

THIS CLAIM TO BE FILED WITH:

Office of the Sheriff of Clearfield County
1 N. Second Street, Suite 116, Clearfield County Courthouse
Clearfield, Pennsylvania 16830
Telephone Number: (814) 765-2641 ext. 5986

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in a separate direction to the Sheriff.

Under paragraph (2) of the writ, if attachment of a named garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the writ, the Sheriff may, as under prior practice, add as a garnishee any person not named in this writ who may be found in possession of property of the defendant. See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a) (b). Each court shall, by local rule, designate the officer, organization or person to be named in the notice.

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

CHASE BANK USA, N.A.

Plaintiff No. 2007-1218-CD

vs.

INTERROGATORIES IN ATTACHMENT S&T BANK

KERRI S WHITAKER

Defendant

and

S&T BANK

Garnishee

FILED ON BEHALF OF:
Plaintiff

**COUNSEL OF RECORD OF
THIS PARTY:**

William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06007715

FILED NO CC
MAY 14 2008 (6K)

William A. Shaw
Prothonotary/Clerk of Courts

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No.: 2007-1218-CD

KERRI S WHITAKER
Defendant

and

S&T BANK
Garnishee

TO: S&T BANK Suggested Reference No.: XXX-XX-1401
614 LIBERTY BLVD
DU BOIS, PA 15801

RE: KERRI S WHITAKER
104 DIXON AVE
DU BOIS, PA 15801

IMPORTANT NOTICES TO GARNISHEE!

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

B. Herein, the word "defendant" means any one or more of the defendants against whom the writ of Execution is issued.

C. While service of Writ upon the Garnishee attaches all property of the Defendant subject to attachment which is then in the hands of the garnishee, it also attaches all property of the defendant which comes into the Garnishee's possession thereafter, until Judgment is entered against the Garnishee. For example, the resultant liability of a Garnishee-Bank would not be measured by the balance in the debtor's account, either at the time of service of the Writ or at the time of Judgment against the Garnishee, but rather by the amounts deposited and withdrawn during the intervening period.

INTERROGATORIES IN ATTACHMENT

1. At the time you were served or at any subsequent time did you owe the defendant any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason?

1a. If the answer to Interrogatory 1 is in the affirmative, state the following: the amount of money you owe or owed to defendant, and, if such money is in the form of a fund, the present location thereof; the terms, face amount and amount you owe or owed to defendant on each of such negotiable or other written instruments and the present location of each of such instruments; the amount or amounts that defendant claims or claimed that you owe or owed to him; and the nature and amount of each of such liabilities.

2. At the time you were served or at any subsequent time was there in your possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the defendant.

3. At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or part by the defendant or in which defendant held or claimed any interest?

4. At the time you were served or at any subsequent time did you hold as fiduciary any property in which the defendant had an interest?

5. At any time before or after you were served, did the defendant transfer or deliver any property to you or to any person or place pursuant to your directions or consent and if so what was the consideration thereof?

6. At any time after you were served did you pay, transfer, or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, Identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: William T. Molczan
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06007715

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is _____
(Name)

_____ of _____, garnishee herein,
(Title) (Company)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing
Answers to Interrogatories are true and correct to the best of his/her knowledge, information and belief.

(SIGNATURE)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 07-1218-CD

CHASE BANK USA, N.A.

vs

KERRI S. WHITAKER

TO: S&T BANK, Garnishee

SERVICE # 1 OF 1

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE

SERVE BY: 05/23/2008 ASAP HEARING: PAGE: 104165

FILED *No cc.*
0/3:45 pm
MAY 16 2008
LM

DEFENDANT: S&T BANK, Garnishee
ADDRESS: 614 LIBERTY BLVD.
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

William A. Shaw
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, This 16th DAY of MAY 2008 AT 10:07 AM SERVED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE ON S&T BANK, Garnishee, DEFENDANT

BY HANDING TO Tammy Devers *1 ASSISTANT Vice President*

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 614 Liberty BLVD. DuBois, Pa. 15801

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION; INTERROGATORIES TO GARNISHEE FOR S&T BANK, Garnishee

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO S&T BANK, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Neving
Deputy Signature

Jerome M. Neving
Print Deputy Name

DAY OF 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104165
NO: 07-1218-CD
SERVICES 1
WRIT OF EXECUTION; INTERROGATORIES TO

GARNISHEE

PLAINTIFF: CHASE BANK USA, N.A.

vs.

DEFENDANT: KERRI S. WHITAKER
TO: S&T BANK, Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8675480	10.00
SHERIFF HAWKINS	WELTMAN	8675480	37.19

FILED

0/2:20 cm
JUN 27 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

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

Chase Bank USA, N.A. : Plaintiff : No. 2007-1218-CD
vs. : :
Kerri S. Whitaker, : Defendant :
and : :
S & T BANK, : Garnishee :
:

FILED
OCT 30 2008
NOCC

5 William A. Shaw
Prothonotary/Clerk of Courts

ANSWERS TO INTERROGATORIES BY S & T BANK, GARNISHEE

COMES NOW, S&T BANK, Garnishee in the above-captioned matter, by its attorney, Peter F. Smith, who answers the Interrogatories as follows:

1. Yes.
- 1a. Deposit Account #3001657448. The balance in this account on the date and time the Writ was served on S&T was \$581.59.
2. See 1a.
3. No.
4. No.
5. No.
6. No.
7. No not to S&T's knowledge.
8. See 1a.

Date: 5/24/08



Peter F. Smith, Esquire
Attorney for S & T Bank
30 South Second Street
P. O. Box 130
Clearfield, PA 16830
(814) 765-5595

VERIFICATION

I verify that the statements made in this Answer to Interrogatories are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

S & T BANK

Dated: 5-22-08

By: Wendy Pinchack
Wendy Pinchack, O.R.E.O Specialist

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

Chase Bank USA, N.A. :
Plaintiff : No. 2007-1218-CD
:
vs. :
:
Kerri S. Whitaker, :
Defendant :
:
and :
:
S & T BANK, :
Garnishee :
:

GARNISHEE S&T BANK' S CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for S & T Bank, Garnishee in the above captioned matter certify that I sent true and correct copies of Answers to Interrogatories in aid of execution by U.S. First Class Mail to the Plaintiff and by U.S. Certified Mail on May 28, 2008 to the Defendants as follows:

U.S. FIRST CLASS MAIL
William T. Molczan, Esquire
Weltman, Weinberg & Reis Co., L.P.A
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

CERTIFIED MAIL
Kerri S. Whitaker
104 Dixon Avenue
DuBois, PA 15804

True and correct copies of the U.S. Mail receipts and signed green cards for the Certified Mail are attached hereto and incorporated herein and by reference as Exhibit A.

Date: 10/28/08



Peter F. Smith, Esquire
Attorney for S & T Bank
30 South Second Street, P. O. Box 130
Clearfield, PA 16830
(814) 765-5595

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:
 Kerri S. Whitaker
 104 Dixon Avenue
 DuBois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature

 Agent
 Addressee

B. Received by (Printed Name)

Scott Shirey

C. Date of Delivery

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

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

2. Article Number
 (Transfer from service label)

7006 0100 0003 4232 8741

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>																
For delivery information visit our website at www.usps.com																
OFFICIAL USE																
7006 0100 0003 4232 8741	05/28/2008 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Postage</td> <td style="width: 15%;">\$ 0.42</td> <td style="width: 10%; text-align: right;">0230</td> </tr> <tr> <td>Certified Fee</td> <td>\$ 2.70</td> <td>07</td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td>\$ 2.20</td> <td>Postmark Here</td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td>\$ 0.00</td> <td></td> </tr> <tr> <td>Total Postage & Fees</td> <td>\$ 5.32</td> <td>05/28/2008</td> </tr> </table>	Postage	\$ 0.42	0230	Certified Fee	\$ 2.70	07	Return Receipt Fee (Endorsement Required)	\$ 2.20	Postmark Here	Restricted Delivery Fee (Endorsement Required)	\$ 0.00		Total Postage & Fees	\$ 5.32	05/28/2008
Postage	\$ 0.42	0230														
Certified Fee	\$ 2.70	07														
Return Receipt Fee (Endorsement Required)	\$ 2.20	Postmark Here														
Restricted Delivery Fee (Endorsement Required)	\$ 0.00															
Total Postage & Fees	\$ 5.32	05/28/2008														
Sent To Kerri S. Whitaker Street, Apt. No. or PO Box No. 104 Dixon Avenue City, State, ZIP+4 DuBois, PA 15801																
PS Form 3800, June 2002 See Reverse for Instructions																

EXHIBIT

tabbed

A

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

CHASE BANK USA, N.A.

Plaintiff No. 2007-1218-CD

vs. PRAECIPE FOR JUDGMENT AGAINST
GARNISHEE

KERRI S WHITAKER

Defendant

S&T BANK

Garnishee FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

WILLIAM T. MOLCZAN, ESQUIRE
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06007715

FILED Atty pd. 20.00
m/2/1973
NOV 25 2008 1CC Notice
to Garnishee

William A. Shaw
Prothonotary/Clerk of Courts
Statement to Atty
(60)

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 2007-1218-CD

KERRI S WHITAKER

Defendant

S&T BANK

Garnishee

PRAECIPE FOR JUDGMENT AGAINST GARNISHEE

TO THE PROTHONOTARY:

Kindly enter Judgment against the Garnishee, S&T BANK , in the amount of \$581.59, which is less than Defendant owes to Plaintiff and which amount Garnishee has admitted owing to the Defendant, in answers to Interrogatories.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
WILLIAM T. MOLCZAN, ESQUIRE
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06007715

I hereby certify that the address of the Plaintiff is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And that the last known address of the Garnishee is: 614 LIBERTY BLVD, DU BOIS, PA 15801

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

Chase Bank USA, N.A. :
Plaintiff : No. 2007-1218-CD
:
vs. :
:
Kerri S. Whitaker, :
Defendant :
:
and :
:
S & T BANK, :
Garnishee :
:

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for S & T Bank in the above-captioned matter, hereby certify that I served the original Answers to Interrogatories filed in this matter on the Attorney for the Plaintiff by U.S. First Class Mail and a true and correct copy of the Answers to Interrogatories on the Defendants by U.S. Certified Mail as follows:

U.S. FIRST CLASS MAIL
William T. Molczan, Esquire
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

CERTIFIED MAIL
Kerri S. Whitaker
104 Dixon Avenue
DuBois, PA 15804

Date: 5/26/08



Peter F. Smith, Esquire
Attorney for S & T Bank
30 South Second Street, P. O. Box 130
Clearfield, PA 16830
(814) 765-5595

6007715

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

Chase Bank USA, N.A. : Plaintiff : No. 2007-1218-CD
vs. : :
Kerri S. Whitaker, : Defendant :
and : :
S & T BANK, : Garnishee :
:

ANSWERS TO INTERROGATORIES BY S & T BANK, GARNISHEE

COMES NOW, S&T BANK, Garnishee in the above-captioned matter, by its attorney, Peter F. Smith, who answers the Interrogatories as follows:

1. Yes.
- 1a. Deposit Account #3001657448. The balance in this account on the date and time the Writ was served on S&T was \$581.59. ➤
2. See 1a.
3. No.
4. No.
5. No.
6. No.
7. No not to S&T's knowledge.
8. See 1a.

Date: 5/24/08



Peter F. Smith, Esquire
Attorney for S & T Bank
30 South Second Street
P. O. Box 130
Clearfield, PA 16830
(814) 765-5595

VERIFICATION

I verify that the statements made in this Answer to Interrogatories are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

S & T BANK

Dated: 5-22-08

By: Wendy Pinchock
Wendy Pinchock, O.R.E.O Specialist

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 2007-1218-CD

KERRI S WHITAKER

Defendant

S&T BANK

Garnishee

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the
following Order or Judgment was
entered against you on 11/25/08

Assumpsit Judgment in the amount
of \$581.59 plus costs.

Trespass Judgment in the amount
of \$_____ plus costs.

If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration will be
suspended by the Department of Transportation, Bureau of Traffic Safety,
Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pro
 Confession
 Default
 Verdict
 Arbitration
Award

Prothonotary

By:

PROTHONOTARY (OR DEPUTY)

S&T Bank
614 Liberty Blvd
Du Bois, Pa 15801

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

Chase Bank USA, N.A.
Plaintiff(s)

No.: 2007-01218-CD

Real Debt: \$581.59

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Kerri S. Whitaker
Defendant(s)

Entry: \$20.00

Instrument: Judgment Against Garnishee

S&T Bank

Date of Entry: November 25, 2008

Expires: November 25, 2013

Certified from the record this 25th day of November, 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

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

CHASE BANK USA, N.A.

Plaintiff No. 2007-1218 CD

vs.

KERRI S WHITAKER

Defendant

S&T BANK

Garnishee

**PRAECIPE FOR SATISFACTION OF
JUDGMENT AS TO THE GARNISHEE
S&T BANK ONLY**

5 **FILED** pd \$7.00 AMY
m 1:45 pm acc AMY
JAN 02 2009 Warmbrodt
IS

William A. Shaw
Prothonotary/Clerk of Courts

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt
PA I.D #42524
William T. Molczan, Esquire
PA. I.D.#47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06007715

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 2007-1218 CD

KERRI S WHITAKER

Defendant

S&T BANK

Garnishee

PRAECIPE FOR SATISFACTION OF JUDGMENT
AS TO THE GARNISHEE , S&T BANK, ONLY

TO THE PROTHONOTARY:

Please kindly Satisfy the Judgment of the above captioned matter upon the records of the Court and
mark the cost paid as to Garnishee, S&T BANK, only.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: _____
James C. Warmbrodt
PA I.D #42524
William T. Molczan, Esquire
PA. I.D.#47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06007715

Sworn to and subscribed

Before me the 1st

Day of December, 2008

NOTARY PUBLIC

