

07-1391-CD  
Beneficial Con. Vs Jennifer Queen

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

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

Plaintiff,

vs.

JENNIFER D. QUEEN AND RONALD  
GENE QUEEN a/k/a RONALD G. QUEEN ,

Defendant.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

Defendant's Address:  
3353 IRVONA ROAD, P.O. BOX 279  
IRVONA, PA 16656

Date: October 26, 2007

**CIVIL DIVISION**

No. 07-1391-CD

**TYPE OF PLEADING:**

NOTICE OF BANKRUPTCY AS TO  
RONALD GENE QUEEN a/k/a RONALD G.  
QUEEN, ONLY

**TYPE OF CASE:**

Civil Action

**FILED ON BEHALF OF:**

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

**COUNSEL OF RECORD:**

**CATHY ANN CHROMULAK, ESQ.**  
PA ID NO. 42067  
**MAUREEN A. DOWD, ESQ.**  
PA ID NO. 90549  
**CHRISTINE A. SAUNDERS, ESQ.**  
PA ID NO. 203373  
**BETH ARNOLD HOWELL, ESQ.**  
PA ID NO. 203606

**CHROMULAK & ASSOCIATES, L.L.C.**

375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

(724) 916-2400

**FILED**  
mjl:01/01/2007  
OCT 30 2007  
NOCC  
(6K)

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

CIVIL DIVISION

No. 07-1391-CD

Plaintiff,

vs.

JENNIFER D. QUEEN AND RONALD  
GENE QUEEN a/k/a RONALD G. QUEEN,

Defendant.

**NOTICE OF BANKRUPTCY**

TO: THE PROTHONOTARY,

Please file this Notice of Bankruptcy filing at the above case number. The Defendant, RONALD GENE QUEEN a/k/a RONALD G. QUEEN , filed Chapter 13 bankruptcy on SEPTEMBER 13, 2007 in the United States Bankruptcy Court, WESTERN District of Pennsylvania, at Case No. 07-71041. A copy of the is attached hereto as Exhibit "A". Pursuant to 11 U.S.C. §362, the filing of a Petition in Bankruptcy acts as an automatic stay of the above referenced matter. Accordingly, please remove this case from the Arbitration list.

Respectfully submitted,

CHROMULAK & ASSOCIATES, L.L.C.

By:

Christine A. Saunders  
CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

MARUEEN A. DOWD, ESQ.

PA ID NO. 90549

CHRISTINE A. SAUNDERS, ESQ.

PA ID NO. 203373

BETH ARNOLD HOWELL, ESQ.

PA ID NO. 203606

Attorneys for Plaintiff

375 Southpointe Boulevard

4<sup>th</sup> Floor

Canonsburg, PA 15317

**U.S. Bankruptcy Court**  
**Western District of Pennsylvania (Johnstown)**  
**Bankruptcy Petition #: 07-71041-JKF**

*Assigned to:* Judge Judith K. Fitzgerald  
 Chapter 13  
 Voluntary  
 Asset

*Date Filed:* 09/13/2007

**Debtor**  
**Ronald G. Queen**  
 3353 Irvona Road, PO Box 279  
 Irvona, PA 16656  
 SSN: xxx-xx-3781

represented by **Jason J. Mazzei**  
 Mazzei & Associates  
 432 Boulevard of the Allies  
 Professional Office Building  
 Pittsburgh, PA 15219  
 412-765-3606  
 Fax : 412-765-1917  
 Email: jasonm@debt-be-  
 gone.com

**Trustee**  
**Ronda J. Winnecour**  
 Suite 3250, USX Tower  
 600 Grant Street  
 Pittsburgh, PA 15219  
 412-471-5566

**U.S. Trustee**  
**Office of the United States Trustee**  
 Liberty Center.  
 1001 Liberty Avenue, Suite 970  
 Pittsburgh, PA 15222  
 412-644-4756

Filing Date	#	Docket Text
09/13/2007	1	Chapter 13 Voluntary Petition . Fee Amount \$274 Filed by Ronald G Queen Government Proof of Claim due by 3/11/2008. Chapter 13 Plan due 9/28/2007. Declaration Re: Electronic Filing due 9/28/2007. Atty Disclosure Statement due 9/28/2007. Employee Income Record due by 9/28/2007. Statement of Current Monthly Income FR 22C due by 9/28/2007. Schedules A-J due 9/28/2007. Statement of Financial Affairs due 9/28/2007. Summary of schedules due 9/28/2007. Informational Notice Required by 342b due by 9/28/2007. Incomplete Filings due by 9/28/2007. (Mazzei, Jason) (Entered: 09/13/2007)
09/13/2007	2	Certificate of Credit Counseling for briefing received on 8/27/2007. Filed by Debtor Ronald G Queen (Mazzei, Jason) (Entered: 09/13/2007)

**EXHIBIT**

A

09/13/2007	<u>3</u>	Receipt of Voluntary Petition Chapter 13(07-71041) [misc,volp13] ( 274.00) filing fee. Receipt number 4016943, amount \$ 274.00. (U.S. Treasury) (Entered: 09/13/2007)
09/14/2007	<u>4</u>	Notice of Filing Deficiencies. Assigned Judge: Fitzgerald. Appointed Trustee: Winnecour. In accordance with Local Rule 1017-2, the United States Trustee is deemed to have filed a motion to dismiss the bankruptcy case pursuant to the appropriate provision of the Bankruptcy Code. The bankruptcy case will be dismissed without further notice and hearing if the deficiencies specified in the first entry of the bankruptcy docket are not corrected within the time period set forth in the entry. At any time before the date set for entry of an order of dismissal, the debtor (1) may file a motion requesting a hearing at which time debtor shall show cause why the case should not be dismissed for deficiencies or (2) may file a motion and proposed order seeking an extension of time. (RE: related document(s): <u>1</u> Voluntary Petition Chapter 13,, filed by Debtor Ronald G. Queen). (mmck, ) (Entered: 09/14/2007)
09/26/2007	<u>5</u>	Declaration Re: Electronic Filing (RE: related document(s): <u>1</u> Voluntary Petition Chapter 13,, filed by Debtor Ronald G. Queen). (jmic, ) (Entered: 09/26/2007)
09/30/2007	<u>6</u>	Petition Completed Filed by Debtor Ronald G. Queen (Mazzei, Jason) (Entered: 09/30/2007)
09/30/2007	<u>7</u>	Chapter 13 Plan . Plan Dated 9/28/2007. Filed by Ronald G. Queen (RE: related document(s): <u>1</u> Voluntary Petition Chapter 13,, ). (Mazzei, Jason) (Entered: 09/30/2007)
09/30/2007	<u>8</u>	Employee Income Records Filed by Debtor Ronald G. Queen (RE: related document(s): <u>1</u> Voluntary Petition Chapter 13,, filed by Debtor Ronald G. Queen). (Mazzei, Jason) (Entered: 09/30/2007)
09/30/2007	<u>9</u>	Motion to Attach Wages. Employer: <i>Kephart Trucking</i> Filed by Debtor Ronald G. Queen. (Attachments: # <u>1</u> Proposed Order) (Mazzei, Jason) (Entered: 09/30/2007)
10/01/2007	<u>10</u>	Meeting of Creditors 341(a) meeting to be held on 11/2/2007 at 11:00 AM p59 Comfort Inn and Suites, Johnstown. Last day to oppose dischargeability due by 1/2/2008. Proofs of Claims due by 1/31/2008. Confirmation hearing to be held on 11/2/2007 at 11:00 AM p59 Comfort Inn and Suites, Johnstown. (mmck, ) (Entered: 10/01/2007)
10/01/2007	<u>11</u>	Order Granting Motion to Attach Wages (Related Doc # <u>9</u> ) Signed on 10/1/2007. (mmck, ) (Entered: 10/02/2007)

10/03/2007	<u>12</u>	BNC Certificate of Mailing - Meeting of Creditors. (RE: related document(s): <u>10</u> Meeting of Creditors Chapter 13 & 12, ). Service Date 10/03/2007. (Admin.) (Entered: 10/04/2007)
10/03/2007	<u>13</u>	BNC Certificate of Mailing - PDF Document. (RE: related document(s): <u>7</u> Chapter 13 Plan filed by Debtor Ronald G. Queen). Service Date 10/03/2007. (Admin.) (Entered: 10/04/2007)
10/04/2007	<u>14</u>	BNC Certificate of Mailing - PDF Document. (RE: related document(s): <u>11</u> Order on Motion to Attach Wages). Service Date 10/04/2007. (Admin.) (Entered: 10/05/2007)
10/10/2007	<u>15</u>	Notice of Appearance and Request for Notice by Thomas E. Reiber Filed by Creditor First Commonwealth Bank (Reiber, Thomas) (Entered: 10/10/2007)
10/11/2007	<u>16</u>	Certificate of Service of <i>the Order dated October 1, 2007 together with the above client's Local Form No. 12 (with the complete social security number)</i> Filed by Debtor Ronald G. Queen (RE: related document(s): <u>11</u> Order on Motion to Attach Wages). (Seitz, Kenneth) (Entered: 10/11/2007)

<b>PACER Service Center</b>			
<b>Transaction Receipt</b>			
10/16/2007 17:14:56			
<b>PACER Login:</b>	mm0068	<b>Client Code:</b>	10400-00000
<b>Description:</b>	Docket Report	<b>Search Criteria:</b>	07-71041-JKF Fil or Ent: filed Doc From: 0 Doc To: 99999999 Term: included Format: HTML
<b>Billable Pages:</b>	2	<b>Cost:</b>	0.16

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

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

**CIVIL DIVISION**

No. 07-1391-CD

Plaintiff,

vs.

JENNIFER D. QUEEN AND RONALD  
GENE QUEEN a/k/a RONALD G. QUEEN ,

Defendant.

**CERTIFICATE OF SERVICE**

I, counsel for BENEFICIAL CONSUMER DISCOUNT COMPANY, hereby  
certify that a true and correct copy of Notice of Bankruptcy was served upon the  
following by First Class Mail, postage prepaid on this 25th day of October, 2007:

*2007*

JASON J. MAZZEI, ESQUIRE  
MAZZEI & ASSOCIATES  
432 BLVD OF THE ALLIES  
PROFESSIONAL OFFICE BUILDING.  
PITTSBURGH, PA 15219

DWIGHT L. KOERBER, ESQUIRE  
110 NORTH SECOND STREET  
P.O. BOX 1320  
CLEARFIELD, PA 16830

*Cathy A. Chromulak*

Cathy Ann Chromulak, Esquire  
Maureen A. Dowd, Esquire  
Christine A. Saunders, Esquire  
Beth Arnold Howell, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

Plaintiff,

CIVIL DIVISION

Vs.

No. 07-1391-CD

JENNIFER D. QUEEN  
and  
RONALD GENE QUEEN  
A/K/A RONALD G. QUEEN

Defendant(s)

**NOTICE TO DEFEND**  
**YOU HAVE BEEN SUED IN COURT.**

**FILED**  
M 11/01/07  
AUG 29 2007  
Atty pd.  
85.00  
William A. Shaw  
Prothonotary/Clerk of Courts

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

JENNIFER D. QUEEN  
and  
RONALD GENE QUEEN  
A/K/A RONALD G. QUEEN

Defendants.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

Defendants' Address:  
3353 IRVONA ROAD  
IRVONA, PA 16656

**CIVIL DIVISION**

No.

**TYPE OF PLEADING:**

Complaint

**TYPE OF CASE:**

Civil Action

**FILED ON BEHALF OF:**

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

**COUNSEL OF RECORD:**

CATHY ANN CHROMULAK, ESQ.  
PA ID NO. 42067  
MAUREEN A. DOWD, ESQ.  
PA ID NO. 90549  
BETH ARNOLD HOWELL, ESQ.  
PA ID NO. 203606  
CHRISTINE A. SAUNDERS, ESQ.  
PA ID NO. 203373

**CHROMULAK & ASSOCIATES, LLC**

375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

(724) 916-2400

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

CIVIL DIVISION

No.

Plaintiff,

vs.

JENNIFER D. QUEEN  
and  
RONALD GENE QUEEN  
A/K/A RONALD G. QUEEN,

Defendants.

COMPLAINT

AND NOW COMES, the Plaintiff, BENEFICIAL CONSUMER DISCOUNT COMPANY, by its Attorneys, **Chromulak & Associates, LLC**, with its Civil Action Complaint, the following of which is a statement thereof:

1. BENEFICIAL CONSUMER DISCOUNT COMPANY is a Corporation, duly authorized to conduct business in the Commonwealth of Pennsylvania, with its principal office situated at 2700 Sanders Road, Prospect Heights, IL 60070, hereinafter referred to as "Plaintiff".

2. JENNIFER D. QUEEN and RONALD GENE QUEEN A/K/A RONALD G. QUEEN are adult individuals residing at 3353 IRVONA ROAD, IRVONA, PA 16656.

3. On or about MAY 24, 2005, Defendants entered into a written Loan Agreement with the Plaintiff, a copy of which is attached hereto as "Exhibit A" and incorporated herein.

4. Pursuant to the Loan Agreement with the Defendants, Plaintiff advanced funds to the Defendants.

**THIS IS AN ATTEMPT TO  
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5. Defendants are in default under the terms and conditions of the aforementioned Loan Agreement for failing to make payments when due, with the last payment having been made on or about OCTOBER 26, 2006.

6. Pursuant to the terms of the Loan Agreement, Plaintiff has the right to require payment of the entire amount owed upon default. The total amount due, including principal and interest, and owing by the Defendants is in the sum of TWENTY THREE THOUSAND FOUR HUNDRED FIFTY FIVE AND 87/100 (\$23,455.87) DOLLARS as of JULY 13, 2007.

7. Numerous demands have been made upon the Defendants by Plaintiff, but the Defendants have failed or refused to pay.

8. Pursuant to the Loan Agreement, Plaintiff is entitled to recover the entire indebtedness, including without limitation, principal, accrued interest, costs of collection and reasonable attorney's fees.

**WHEREFORE**, Plaintiff claims damages in the sum of TWENTY THREE THOUSAND FOUR HUNDRED FIFTY FIVE AND 87/100 (\$23,455.87) DOLLARS, with interest thereon at the rate of 22.98% from JULY 14, 2007, plus court costs and attorney's fees.

Respectfully submitted,  
**Chromulak & Associates, LLC**

By: *Maureen Dowd*  
**CATHY ANN CHROMULAK, ESQ.**  
PA ID NO. 42067  
**MAUREEN A. DOWD, ESQ.**  
PA ID NO. 90549  
**BETH ARNOLD HOWELL, ESQ.**  
PA ID NO. 203606  
**CHRISTINE A. SAUNDERS, ESQ.**  
PA ID NO. 203373

Attorneys for Plaintiff  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

**THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**

PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 1 of 4)

LENDER (called "We", "Us", "Our")  
BENEFICIAL CONSUMER DISCOUNT COMPANY  
90 BEAVER DRIVE  
SUITE 114 C  
DUBOIS PA 15801

BORROWERS (called "You", "Your")

QUEEN, JENNIFER D

SS# 9997

QUEEN, RONALD GENE

SS# 3781

3353 IRVONA RD

PO BOX 36

IRVONA PA 16656

LOAN NO:

0222

ON PORTION OF AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	ANNUAL PERCENTAGE RATE:	CREDIT LIMIT	DATE OF LOAN
.01 AND OVER	1.915 %	= 22.980 %	20000	05/24/05
	=		INITIAL ANNUAL FEE	SUBSEQUENT ANNUAL FEE
	=		50.00	50.00
		%		

In this Agreement, "you", "your" and "Borrower" mean the customer(s) who signs this Agreement. "We", "us", and "our" refer to Lender. This Agreement covers the terms and conditions of your Personal Credit Line Account. We want you to understand how your Personal Credit Line Account works. Read this carefully, ask us any questions, and if you agree to be bound by this Agreement, sign below. If more than one person signs, each will be responsible for repaying amounts advanced under this Agreement.

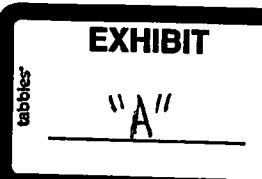
Your Credit Line Account is a revolving line of credit extended to you and secured as described below. You can obtain funds from your Personal Credit Line Account (up to your credit limit) directly from us or by using the special checks we supply to you. You may pay your total unpaid balance at any time or in installments.

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan agreement as indicated by the word "YES" below, naming us as Loss Payee:

EXHIBIT

Physical damage insurance on vehicle  
You may obtain any required insurance

above, if "Y" appears under "Insured."



NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

03-01-00



ANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.



PA05631

## PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 2 of 4)

**Available Credit:** You may obtain funds directly from us or through your special checks up to your available credit. Each check must be written for at least \$100.00. Your available credit is your credit limit (shown on page one) less the total unpaid balance, including Finance Charges, of your Account. If you make loan payments by check, we will adjust your available credit seven days after we receive your check to allow for check clearing. If you request funds in an amount that would cause you to exceed your available credit, we are not obligated to honor your request. If we do lend you an amount over your available credit, you agree to pay us that excess amount, plus Finance Charges, immediately.

**Promise to Pay:** You promise to pay Lender: (a) amounts borrowed under this Agreement; (b) Finance Charge Administrative Charges (the late charge and bad check charge) and other charges provided in this Agreement; (c) credit insurance charges, if any; (d) collection costs permitted by applicable law, including reasonable attorneys' fees; and (e) amounts in excess of your credit limit that we may lend you, plus Finance Charges.

**Payments:** You may repay your entire outstanding balance at any time without penalty. You may not use your special checks to pay any amounts due under this Agreement. Because the Finance Charge is computed each day, you will contact us regarding the exact payoff amount for the day you intend to make full payment. If you do not pay the entire unpaid balance on your Account at once, you agree to pay at least the minimum payment shown on your monthly statement. Payments will be applied as follows: First, to any accrued but unpaid Finance Charges; Second, to any unpaid Administrative Charges (the late charge and bad check charge); Third, to any unpaid credit insurance charges; and Fourth, to the outstanding balance of your Account. Any part of your monthly payment to be applied to amounts borrowed on your Account will be applied to the amounts borrowed under your Personal Credit Line Account in the order in which the amounts were borrowed. Any part of your monthly payment to be applied to Finance Charges will be applied in the same manner.

**Minimum Monthly Payment:** The Minimum Monthly Payment for any billing cycle will be the greater of (1) the greater of \$25 or the Payment Amount (as described below) plus any Administrative Charges and credit insurance charge, rounded to the nearest \$1; or (2) the Finance Charges due for the billing cycle plus any Administrative Charges and credit insurance charges; or (3) the amount of the Annual Fee assessed to your Account. In each instance the Minimum Monthly Payment will be adjusted to include any unpaid amounts due from previous billing cycles.

The Payment Amount depends on the monthly periodic rate applicable to your Account, and is calculated as follows:

Monthly Periodic Rate	Payment Amount
through 1.33%	1.43% of Account Balance
over 1.33% through 1.45%	1.55% of Account Balance
over 1.45% through 1.57%	1.67% of Account Balance
over 1.57% through 1.70%	1.80% of Account Balance
over 1.70% through 1.83%	1.93% of Account Balance
over 1.83% through 1.95%	2.00% of Account Balance
over 1.95%	2.15% of Account Balance

**Finance Charges:** This is the interest charged on the balance of your Account during each billing cycle. The Finance Charge is calculated from the date that each advance, check or charge is posted to your Account. The Finance Charge is computed by multiplying the average daily balance in your Account in each billing cycle times the monthly periodic rate stated on page one. The average daily balance is determined by totaling all daily unpaid balances in each billing cycle and dividing the total by the number of days in that cycle (but not less than thirty). A daily unpaid balance is the amount owed each day, excluding any unpaid Finance Charge, Administrative Charges, and credit insurance charges for prior billing cycles.

**Annual Fee:** You agree to pay an Annual Fee as stated on page one for participation in this revolving credit plan. The Initial Annual Fee is stated on page one and is due and payable on the date that your Account is established, and the subsequent Annual Fee stated on page one is due and payable on the same day of each subsequent year. You agree that this fee may be charged to your Account balance.

**Bad Check Charge:** If you pay by a check which is returned for any reason, you agree to pay a bad check charge of \$20.

**Late Charge:** If you do not pay any required Minimum Monthly Payment within 15 days after it is due, you agree to pay a late charge of 10% of the Minimum Monthly Payment due or \$20, whichever is greater (excluding any unpaid late charges and amounts due from prior billing cycles).

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.



## PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 3 of 4)

**Other Charges:** You agree to pay any amounts actually incurred by Lender for services rendered in connection with the Personal Credit Line Account for fees paid to public officials in connection with perfecting, recording, releasing or satisfying a security interest in the security. You agree that these fees may be charged to your Account balance.

**Exchange of Information:** You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

**Termination and Changes in the Agreement:** We can terminate your right to obtain additional advances or change the terms of this Agreement, including increasing the rate of Finance Charge at any time. Prior written notice will be given to you when required by applicable law unless you consent to the change before that time. Changes may apply to both new and outstanding balances unless prohibited by applicable law.

**Default and Cancellation of Agreement:** We have the right to require you to pay your entire balance plus all other accrued but unpaid charges immediately and/or to cancel your credit privileges under this Agreement because of:

- (a) failure to make any payments in full when due under this Agreement;
- (b) frequent overdrawing of your line of credit;
- (c) failure to supply us with any information requested;
- (d) supplying us with misleading, false, incomplete or incorrect information;
- (e) breaking any of the promises, terms or conditions that are contained in this Agreement;
- (f) the filing of a bankruptcy petition by or against you;
- (g) the death of any borrower who signs this Agreement; or
- (h) the sale or transfer of any interest in the property securing this agreement (this includes the creation of a subordinate lien).

After default, you will pay our court costs, reasonable attorney fees (if attorney is not our salaried employee), and other collection costs related to the default, if not prohibited by applicable law.

Any balance outstanding under this Agreement when the credit limit is terminated will continue to accrue interest at the contract rate until paid in full.

### YOUR BILLING RIGHTS

#### KEEP THIS NOTICE FOR FUTURE USE

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

#### Notify Lender 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 Lender on a separate sheet at the address listed on your bill after the words: "Send your billing error notice to: (Lender's name and address)." Write to Lender as soon as possible. Lender must hear from you no later than 60 days after Lender sent you the first bill on which the error or problem appeared. You can telephone Lender, but doing so will not preserve your rights.

NOTICE: SEE THE FOLLOWING PAGE FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.



## PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 4 of 4)

In your letter, give Lender the following information:

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

### Your Rights and Lender's Responsibilities After Lender Receives Your Written Notice

Lender must acknowledge your letter within 30 days, unless Lender has corrected the error by then. Within 90 days, Lender must either correct the error or explain why Lender believes the bill was correct.

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

If Lender finds that Lender made a mistake on your bill, you will not have to pay any finance charges related to an questioned amount. If Lender did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, Lender 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 Lender thinks you owe, Lender may report you as delinquent. However, if Lender's explanation does not satisfy you and you write to Lender within ten days telling Lender that you still refuse to pay, Lender must tell anyone Lender reports you to that you have a question about your bill. And, Lender must tell you the name of anyone Lender reported you to. Lender must tell anyone Lender reports you to that the matter has been settled between Lender and it finally is.

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

**Alternative Dispute Resolution and Other Riders:** The terms of the Arbitration Agreement and any other Rider signed as part of this loan transaction are incorporated into this Agreement by reference.

**Applicable Law:** The terms and conditions of this Agreement will be governed by the provisions of the Pennsylvania Consumer Discount Company Act, Chapter 7, Sections 6201 through 6221, Purdon's Pennsylvania Statutes Annotated, particularly Section 6217.1.

Before signing this Agreement, you have read and received this Agreement and the Federal Truth-In-Lending disclosures contained in it.

You, the customer(s) signing below, agree to observe the terms and conditions of this Agreement.

This Agreement is entered under the applicable provisions of Federal law and the Pennsylvania Consumer Discount Company Act.

Jennifer D'Uellen (SEAL)  
Customer Signature

Date: 5/24/05

Donald G. D'Uellen (SEAL)  
Customer Signature

Date: 5/24/05

Witness: Jennifer D'Uellen (SEAL)

Donald G. D'Uellen (SEAL)



LOAN CLOSING STATEMENT (Page 1 of 1)  
REVOLVING LOAN VOUCHER

**CREDITOR**

BENEFICIAL CONSUMER DISCOUNT COMPANY  
90 BEAVER DRIVE  
SUITE 114 C  
DUBOIS PA 15801

**BORROWERS**

QUEEN, JENNIFER D  
QUEEN, RONALD GENE  
3353 IRVONA RD  
PO BOX 36  
IRVONA PA 16656

LOAN NO: 0222

Borrowers agree to and direct the disbursements and Advance indicated below. If any estimated amount shown below varies from the actual amount paid, Borrowers agree to the disbursement of the actual amount and a corresponding change to the Advance shown below. Borrowers agree that this Advance is made under Borrowers' Revolving Loan Agreement (account number shown above.)

TO: BENEFICIAL ACCOUNT #	71172300608452.....	\$ 7302.2
TO: PROPERTY TAXES.....		\$ 2636.9
TO: CITI SPLIT P/O.....		\$ 1810.0
Initial Annual Fee.....		\$ 50.0
CASH OR CHECK TO BORROWER.....		\$ 8200.7
TOTAL ADVANCE(S).....		\$ 20000.0

**BORROWERS:**

Jennifer Queen  
Ronald G Queen



VERIFICATION

Patricia L. Hughes, Recover Specialist for

BENEFICIAL CONSUMER DISCOUNT COMPANY

Deposes and says subject to the penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities, that the facts set forth in the forgoing Complaint are true and correct to the best of her knowledge, information and belief.

Patricia L. Hughes  
Patricia L. Hughes

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103141  
NO: 07-1391-CD  
SERVICE # 1 OF 2  
COMPLAINT

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY

VS.

DEFENDANT: JENNIFER D. QUEEN and RONALD GENE QUEEN aka RONALD G. QUEEN

**SHERIFF RETURN**

---

NOW, September 19, 2007 AT 1:42 PM SERVED THE WITHIN COMPLAINT ON JENNIFER D. QUEEN DEFENDANT AT WORK: BIG LOTS, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JENNIFER QUEEN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

**FILED**  
01/14/08  
JAN 21 2008  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 2 of 2 Services

Sheriff Docket # **103141**

BENEFICIAL CONSUMER DISCOUNT COMPANY

Case # 07-1391-CD

vs.

JENNIFER D. QUEEN and RONALD GENE QUEEN aka RONALD G. QUEEN

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW January 21, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED PER ATTORNEY" AS TO RONALD GENE QUEEN AKA RONALD G. QUEEN, DEFENDANT. BANKRUPTCY FILED

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103141  
NO. 07-1391-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: JENNIFER D. QUEEN and RONALD GENE QUEEN aka RONALD G. QUEEN

**SHERIFF RETURN**

---

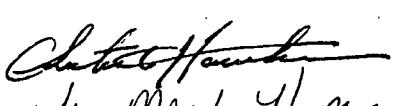
**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CHROMULAK	19513	20.00
SHERIFF HAWKINS	CHROMULAK	19513	90.00

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,

  
by Marilyn Harrn  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

Plaintiff,

CIVIL DIVISION

Vs.

No. 07-1391-CD

JENNIFER D. QUEEN  
and  
RONALD GENE QUEEN  
A/K/A RONALD G. QUEEN

Defendant(s)

**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 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.**

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982

Attest.

*William A. Hess*  
Prothonotary/  
Clerk of Courts

AUG 29 2007

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

JENNIFER D. QUEEN  
and  
RONALD GENE QUEEN  
A/K/A RONALD G. QUEEN

Defendants.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

Defendants' Address:  
3353 IRVONA ROAD  
IRVONA, PA 16656

CIVIL DIVISION

No.

TYPE OF PLEADING:

Complaint

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER  
DISCOUNT COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.  
PA ID NO. 42067  
MAUREEN A. DOWD, ESQ.  
PA ID NO. 90549  
BETH ARNOLD HOWELL, ESQ.  
PA ID NO. 203606  
CHRISTINE A. SAUNDERS, ESQ.  
PA ID NO. 203373

**CHROMULAK & ASSOCIATES, LLC**

375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

(724) 916-2400

**THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER  
DISCOUNT COMPANY,

CIVIL DIVISION

No.

Plaintiff,

vs.

JENNIFER D. QUEEN  
and  
RONALD GENE QUEEN  
A/K/A RONALD G. QUEEN,

Defendants.

COMPLAINT

AND NOW COMES, the Plaintiff, BENEFICIAL CONSUMER DISCOUNT COMPANY, by its Attorneys, **Chromulak & Associates, LLC**, with its Civil Action Complaint, the following of which is a statement thereof:

1. BENEFICIAL CONSUMER DISCOUNT COMPANY is a Corporation, duly authorized to conduct business in the Commonwealth of Pennsylvania, with its principal office situated at 2700 Sanders Road, Prospect Heights, IL 60070, hereinafter referred to as "Plaintiff".

2. JENNIFER D. QUEEN and RONALD GENE QUEEN A/K/A RONALD G. QUEEN are adult individuals residing at 3353 IRVONA ROAD, IRVONA, PA 16656.

3. On or about MAY 24, 2005, Defendants entered into a written Loan Agreement with the Plaintiff, a copy of which is attached hereto as "Exhibit A" and incorporated herein.

4. Pursuant to the Loan Agreement with the Defendants, Plaintiff advanced funds to the Defendants.

**THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**

5. Defendants are in default under the terms and conditions of the aforementioned Loan Agreement for failing to make payments when due, with the last payment having been made on or about OCTOBER 26, 2006.

6. Pursuant to the terms of the Loan Agreement, Plaintiff has the right to require payment of the entire amount owed upon default. The total amount due, including principal and interest, and owing by the Defendants is in the sum of TWENTY THREE THOUSAND FOUR HUNDRED FIFTY FIVE AND 87/100 (\$23,455.87) DOLLARS as of JULY 13, 2007.

7. Numerous demands have been made upon the Defendants by Plaintiff, but the Defendants have failed or refused to pay.

8. Pursuant to the Loan Agreement, Plaintiff is entitled to recover the entire indebtedness, including without limitation, principal, accrued interest, costs of collection and reasonable attorney's fees.

WHEREFORE, Plaintiff claims damages in the sum of TWENTY THREE THOUSAND FOUR HUNDRED FIFTY FIVE AND 87/100 (\$23,455.87) DOLLARS, with interest thereon at the rate of 22.98% from JULY 14, 2007, plus court costs and attorney's fees.

Respectfully submitted,  
**Chromulak & Associates, LLC**

By: *Maureen Dowd*  
CATHY ANN CHROMULAK, ESQ.  
PA ID NO. 42067  
MAUREEN A. DOWD, ESQ.  
PA ID NO. 90549  
BETH ARNOLD HOWELL, ESQ.  
PA ID NO. 203606  
CHRISTINE A. SAUNDERS, ESQ.  
PA ID NO. 203373

Attorneys for Plaintiff  
375 Southpointe Boulevard  
4<sup>th</sup> Floor  
Canonsburg, PA 15317

**THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**

PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 1 of 4)

LENDER (called "We", "Us", "Our")  
BENEFICIAL CONSUMER DISCOUNT COMPANY  
90 BEAVER DRIVE  
SUITE 114 C  
DUBOIS PA 15801

BORROWERS (called "You", "Your")

QUEEN, JENNIFER D

SS# 9897

QUEEN, RONALD GENE

SS# 3781

3353 IRVONA RD

PO BOX 36

IRVONA PA 16656

LOAN NO:

0222

ON PORTION OF AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	ANNUAL PERCENTAGE RATE	CREDIT LIMIT	DATE OF LOAN	INITIAL ANNUAL FEE	SUBSEQUENT ANNUAL FEE
.01 AND OVER	1.915 %	= 22.980 %	\$ 20000	05/24/05	\$ 50.00	\$ 50.00
	=	=				

In this Agreement, "you", "your" and "Borrower" mean the customer(s) who signs this Agreement. "We", "us", an "our" refer to Lender. This Agreement covers the terms and conditions of your Personal Credit Line Account. We want you to understand how your Personal Credit Line Account works. Read this carefully, ask us any questions, and if you agree to be bound by this Agreement, sign below. If more than one person signs, each will be responsible for repaying any sums advanced under this Agreement.

Your Credit Line Account is a revolving line of credit extended to you and secured as described below. You can obtain funds from your Personal Credit Line Account (up to your credit limit) directly from us or by using the special checks we supply to you. You may pay your total unpaid balance at any time or in installments.

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan agreement as indicated by the word "YES" below, naming us as Loss Payee:

EXHIBIT

Physical damage insurance on vehicles  
You may obtain any required insurance

above, if "Y" appears under "Insured."  
see.

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

03-01-00



ANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

PA05631

## PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 2 of 4)

**Available Credit:** You may obtain funds directly from us or through your special checks up to your available credit. Each check must be written for at least \$100.00. Your available credit is your credit limit (shown on page one) less the total unpaid balance, including Finance Charges, of your Account. If you make loan payments by check, we will adjust your available credit seven days after we receive your check to allow for check clearing. If you request funds in an amount that would cause you to exceed your available credit, we are not obligated to honor your request. If we do lend you an amount over your available credit, you agree to pay us that excess amount, plus Finance Charges, immediately.

**Promise to Pay:** You promise to pay Lender: (a) amounts borrowed under this Agreement; (b) Finance Charge Administrative Charges (the late charge and bad check charge) and other charges provided in this Agreement; (c) credit insurance charges, if any; (d) collection costs permitted by applicable law, including reasonable attorneys' fees; and (e) amounts in excess of your credit limit that we may lend you, plus Finance Charges.

**Payments:** You may repay your entire outstanding balance at any time without penalty. You may not use your special checks to pay any amounts due under this Agreement. Because the Finance Charge is computed each day, you will contact us regarding the exact payoff amount for the day you intend to make full payment. If you do not pay the entire unpaid balance on your Account at once, you agree to pay at least the minimum payment shown on your monthly statement. Payments will be applied as follows: First, to any accrued but unpaid Finance Charges; Second, to any unpaid Administrative Charges (the late charge and bad check charge); Third, to any unpaid credit insurance charges; and Fourth, to the outstanding balance of your Account. Any part of your monthly payment to be applied to amounts borrowed on your Account will be applied to the amounts borrowed under your Personal Credit Line Account in the order in which the amounts were borrowed. Any part of your monthly payment to be applied to Finance Charges will be applied in the same manner.

**Minimum Monthly Payment:** The Minimum Monthly Payment for any billing cycle will be the greater of (1) the greater of \$25 or the Payment Amount (as described below) plus any Administrative Charges and credit insurance charge rounded to the nearest \$1; or (2) the Finance Charges due for the billing cycle plus any Administrative Charges and credit insurance charges; or (3) the amount of the Annual Fee assessed to your Account. In each instance the Minimum Monthly Payment will be adjusted to include any unpaid amounts due from previous billing cycles.

The Payment Amount depends on the monthly periodic rate applicable to your Account, and is calculated as follows:

Monthly Periodic Rate	Payment Amount
through 1.33%	1.43% of Account Balance
over 1.33% through 1.45%	1.55% of Account Balance
over 1.45% through 1.57%	1.67% of Account Balance
over 1.57% through 1.70%	1.80% of Account Balance
over 1.70% through 1.83%	1.93% of Account Balance
over 1.83% through 1.95%	2.00% of Account Balance
over 1.95%	2.15% of Account Balance

**Finance Charges:** This is the interest charged on the balance of your Account during each billing cycle. The Finance Charge is calculated from the date that each advance, check or charge is posted to your Account. The Finance Charge is computed by multiplying the average daily balance in your Account in each billing cycle times the monthly periodic rate stated on page one. The average daily balance is determined by totaling all daily unpaid balances in each billing cycle and dividing the total by the number of days in that cycle (but not less than thirty). A daily unpaid balance is the amount owed each day, excluding any unpaid Finance Charge, Administrative Charges, and credit insurance charges for prior billing cycles.

**Annual Fee:** You agree to pay an Annual Fee as stated on page one for participation in this revolving credit plan. The Initial Annual Fee is stated on page one and is due and payable on the date that your Account is established, and the subsequent Annual Fee stated on page one is due and payable on the same day of each subsequent year. You agree that this fee may be charged to your Account balance.

**Bad Check Charge:** If you pay by a check which is returned for any reason, you agree to pay a bad check charge of \$20.

**Late Charge:** If you do not pay any required Minimum Monthly Payment within 15 days after it is due, you agree to pay a late charge of 10% of the Minimum Monthly Payment due or \$20, whichever is greater (excluding any unpaid late charges and amounts due from prior billing cycles).

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.



## PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 3 of 4)

**Other Charges:** You agree to pay any amounts actually incurred by Lender for services rendered in connection with the Personal Credit Line Account for fees paid to public officials in connection with perfecting, recording, releasing or satisfying a security interest in the security. You agree that these fees may be charged to your Account balance.

**Exchange of Information:** You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

**Termination and Changes in the Agreement:** We can terminate your right to obtain additional advances or change the terms of this Agreement, including increasing the rate of Finance Charge at any time. Prior written notice will be given to you when required by applicable law unless you consent to the change before that time. Changes may apply to both new and outstanding balances unless prohibited by applicable law.

**Default and Cancellation of Agreement:** We have the right to require you to pay your entire balance plus all other accrued but unpaid charges immediately and/or to cancel your credit privileges under this Agreement because of:

- (a) failure to make any payments in full when due under this Agreement;
- (b) frequent overdrawing of your line of credit;
- (c) failure to supply us with any information requested;
- (d) supplying us with misleading, false, incomplete or incorrect information;
- (e) breaking any of the promises, terms or conditions that are contained in this Agreement;
- (f) the filing of a bankruptcy petition by or against you;
- (g) the death of any borrower who signs this Agreement; or
- (h) the sale or transfer of any interest in the property securing this agreement (this includes the creation of a subordinate lien).

After default, you will pay our court costs, reasonable attorney fees (if attorney is not our salaried employee), and other collection costs related to the default, if not prohibited by applicable law.

Any balance outstanding under this Agreement when the credit limit is terminated will continue to accrue interest at the contract rate until paid in full.

### YOUR BILLING RIGHTS

#### KEEP THIS NOTICE FOR FUTURE USE

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

#### Notify Lender 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 Lender on a separate sheet at the address listed on your bill after the words: "Send your billing error notice to: (Lender's name and address)." Write to Lender as soon as possible. Lender must hear from you no later than 60 days after Lender sent you the first bill on which the error or problem appeared. You can telephone Lender, but doing so will not preserve your rights.

NOTICE: SEE THE FOLLOWING PAGE FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.



# PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 4 of 4)

In your letter, give Lender the following information:

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

## Your Rights and Lender's Responsibilities After Lender Receives Your Written Notice

Lender must acknowledge your letter within 30 days, unless Lender has corrected the error by then. Within 90 days, Lender must either correct the error or explain why Lender believes the bill was correct.

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

If Lender finds that Lender made a mistake on your bill, you will not have to pay any finance charges related to an questioned amount. If Lender did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, Lender 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 Lender thinks you owe, Lender may report you as delinquent. However, if Lender's explanation does not satisfy you and you write to Lender within ten days telling Lender that you still refuse to pay, Lender must tell anyone Lender reports you to that you have a question about your bill. And, Lender must tell you the name of anyone Lender reported you to. Lender must tell anyone Lender reports you to that the matter has been settled between Lender and when it finally is.

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

**Alternative Dispute Resolution and Other Riders:** The terms of the Arbitration Agreement and any other Rider signed as part of this loan transaction are incorporated into this Agreement by reference.

**Applicable Law:** The terms and conditions of this Agreement will be governed by the provisions of the Pennsylvania Consumer Discount Company Act, Chapter 7, Sections 6201 through 6221, Purdon's Pennsylvania Statutes Annotated, particularly Section 6217.1.

Before signing this Agreement, you have read and received this Agreement and the Federal Truth-In-Lending disclosures contained in it.

You, the customer(s) signing below, agree to observe the terms and conditions of this Agreement.

This Agreement is entered under the applicable provisions of Federal law and the Pennsylvania Consumer Discount Company Act.

Jennifer D'Uellen (SEAL)  
Customer Signature

Date: 5/24/05

Jennifer D'Uellen (SEAL)  
Customer Signature

Date: 5/24/05

Witness: Jeri L. Ruth (SEAL)

Jeri L. Ruth (SEAL)



LOAN CLOSING STATEMENT (Page 1 of 1)  
REVOLVING LOAN VOUCHER

**CREDITOR**

BENEFICIAL CONSUMER DISCOUNT COMPANY  
90 BEAVER DRIVE  
SUITE 114 C  
DUBOIS PA 15801

**BORROWERS**

QUEEN, JENNIFER D  
QUEEN, RONALD GENE  
3353 IRVONA RD  
PO BOX 36  
IRVONA PA 16656

LOAN NO: 0222

Borrowers agree to and direct the disbursements and Advance indicated below. If any estimated amount shown below varies from the actual amount paid, Borrowers agree to the disbursement of the actual amount and a corresponding change to the Advance shown below. Borrowers agree that this Advance is made under Borrowers' Revolving Loan Agreement (account number shown above.)

TO: BENEFICIAL ACCOUNT # 71172300608452.....	\$ 7302.2
TO: PROPERTY TAXES.....	\$ 2636.9
TO: CITI SPLIT P/O.....	\$ 1810.0
Initial Annual Fee.....	\$ 50.0
CASH OR CHECK TO BORROWER.....	\$ 8200.7
<b>TOTAL ADVANCE(S).....</b>	<b>\$ 20000.0</b>

**BORROWERS:**

Jennifer Queen  
Ronald G Queen



VERIFICATION

Patricia L. Hughes, Recover Specialist for

BENEFICIAL CONSUMER DISCOUNT COMPANY

Deposes and says subject to the penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities, that the facts set forth in the forgoing Complaint are true and correct to the best of her knowledge, information and belief.

Patricia L. Hughes  
Patricia L. Hughes

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

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

Plaintiff,

vs.

JENNIFER D. QUEEN AND RONALD  
GENE QUEEN a/k/a RONALD G. QUEEN,

Defendant.

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

Defendant's Address:  
3353 IRVONA ROAD, P.O. BOX 279  
IRVONA, PA 16656

Date: May 4, 2010

**CIVIL DIVISION**

No. 07-1391-CD

**TYPE OF PLEADING:**

NOTICE OF BANKRUPTCY AS TO  
JENNIFER D. QUEEN

**TYPE OF CASE:**

Civil Action

**FILED ON BEHALF OF:**

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

**COUNSEL OF RECORD:**

**CATHY ANN CHROMULAK, ESQ.**  
PA ID NO. 42067

**BETH ARNOLD HOWELL, ESQ.**  
PA ID NO. 203606

**TERESA K. FUCHS, ESQ.**  
PA ID NO. 205696

**JENNIFER M. PALONIS, ESQ.**  
PA ID NO. 205703

**CHROMULAK & ASSOCIATES, L.L.C.**

401 Technology Drive, Suite 202  
Canonsburg, PA 15317

(724) 916-2400

FILED NO CC.  
S 10:57 AM (60)  
MAY 06 2010

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT  
COMPANY

CIVIL DIVISION

No. 07-1391-CD

Plaintiff,

vs.

JENNIFER D. QUEEN AND RONALD  
GENE QUEEN a/k/a RONALD G. QUEEN,

Defendant.

**NOTICE OF BANKRUPTCY**

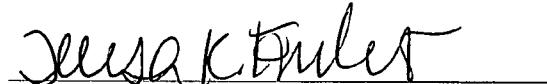
TO: THE PROTHONOTARY,

Please file this Notice of Bankruptcy filing at the above case number. The Defendant, RONALD GENE QUEEN A/K/A RONALD G. QUEEN, filed Chapter 13 bankruptcy on September 13, 2007, in the United States Bankruptcy Court, Western District of Pennsylvania, at Case No. 07-71041. The Defendant, JENNIFER D. QUEEN, is a co-debtor of RONALD GENE QUEEN A/K/A RONALD G. QUEEN, the bankruptcy petitioner. A copy of the Notice of Bankruptcy Case filing is attached hereto as Exhibit "A". Pursuant to 11 U.S.C. §362, the filing of a Petition in Bankruptcy acts as an automatic stay of the above referenced matter. Further, 11 U.S.C. §1301 provides that the filing of a bankruptcy petition acts as a stay of any action against a co-debtor. Accordingly, please remove this case from the Arbitration list.

Respectfully submitted,

CHROMULAK & ASSOCIATES, L.L.C.

By:

  
CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

**BETH ARNOLD HOWELL, ESQ.**

PA ID NO. 203606

**TERESA K. FUCHS, ESQ.**

PA ID NO. 205696

**JENNIFER M. PALONIS, ESQ.**

PA ID NO. 205703

Chromulak & Associates, L.L.C.  
401 Technology Drive, Suite 202

Canonsburg, PA 15317

*Attorneys for Plaintiff*

United States Bankruptcy Court  
WESTERN DISTRICT OF PENNSYLVANIA**Notice of Bankruptcy Case Filing**

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 09/13/2007 at 2:27 PM and filed on 09/13/2007.

**Ronald G. Queen**  
301 Main Street  
PO Box 204  
Grampian, PA 16838  
SSN / ITIN: xxx-xx-3781



The case was filed by the debtor's attorney: The bankruptcy trustee is:

**Jason J. Mazzei**  
Mazzei & Associates  
432 Boulevard of the Allies  
Professional Office Building  
Pittsburgh, PA 15219  
412-765-3606

**Ronda J. Winnecoeur**  
Suite 3250, USX Tower  
600 Grant Street  
Pittsburgh, PA 15219  
412-471-5566

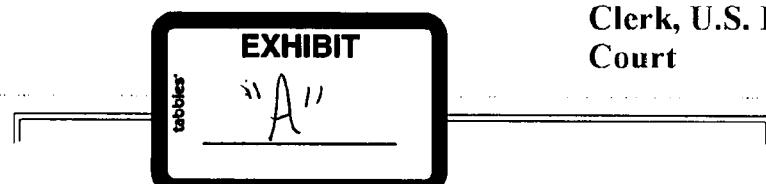
The case was assigned case number 07-71041-JKF to Judge Judith K. Fitzgerald.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <https://ecf.pawb.uscourts.gov> or at the Clerk's Office, U.S. Bankruptcy Court, 5414 U.S. Steel Tower, 600 Grant Street, Pittsburgh, PA 15219.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

**John J. Horner**  
Clerk, U.S. Bankruptcy  
Court



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

BENEFICIAL CONSUMER DISCOUNT  
COMPANY,

**CIVIL DIVISION**

No. 07-1391-CD

Plaintiff,

vs.

JENNIFER D. QUEEN AND RONALD  
GENE QUEEN a/k/a RONALD G. QUEEN ,

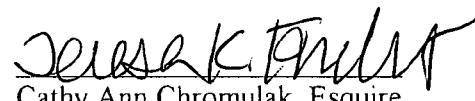
Defendant.

**CERTIFICATE OF SERVICE**

I, counsel for BENEFICIAL CONSUMER DISCOUNT COMPANY, hereby  
certify that a true and correct copy of Notice of Bankruptcy was served upon the  
following by First Class Mail, postage prepaid on this 4th day of May, 2010:

JASON J. MAZZEI, ESQUIRE  
MAZZEI & ASSOCIATES  
432 BLVD OF THE ALLIES  
PROFESSIONAL OFFICE BUILDING  
PITTSBURGH, PA 15219  
*Attorney for Ronald G. Queen*

DWIGHT L. KOERBER, ESQUIRE  
110 NORTH SECOND STREET  
P.O. BOX 1320  
CLEARFIELD, PA 16830  
*Attorney for Jennifer D. Queen*

  
Cathy Ann Chromulak, Esquire  
Beth Arnold Howell, Esquire  
Teresa K. Fuchs, Esquire  
Jennifer M. Palonis, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Beneficial Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 07-1391-CD

vs.

Jennifer D. Queen and Ronald Gene Queen  
a/k/a Ronald G. Queen,

TYPE OF PLEADING:

Praecipe to Discontinue  
Without Prejudice

Defendants.

TYPE OF CASE:

Civil Action

Plaintiff's Address:  
2700 Sanders Road  
Prospect Heights, IL 60070

FILED ON BEHALF OF:

Beneficial Consumer Discount Company

Date: October 22, 2010

COUNSEL OF RECORD:

**CATHY ANN CHROMULAK, ESQ.**  
PA ID NO. 42067  
**BETH ARNOLD HOWELL, ESQ.**  
PA ID NO. 203606  
**TERESA K. FUCHS, ESQ.**  
PA ID NO. 205696  
**JENNIFER K. PALONIS, ESQ.**  
PA ID NO. 205703

**CHROMULAK & ASSOCIATES, L.L.C.**

401 Technology Drive  
Suite 202  
Canonsburg, PA 15317  
(724) 916-2400

**FILED**

**S OCT 25 2010**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Beneficial Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 07-1391-CD

vs.

Jennifer D. Queen and Ronald Gene Queen  
a/k/a Ronald G. Queen,

Defendants.

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO: The Prothonotary:

Please discontinue without prejudice the above-captioned action and mark the docket accordingly.

Respectfully submitted,  
CHROMULAK & ASSOCIATES, L.L.C.

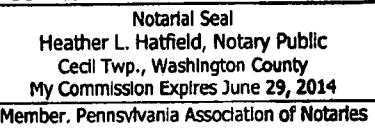
By: Cathy Ann Chromulak  
CATHY ANN CHROMULAK, ESQ.  
PA ID NO. 42067  
BETH ARNOLD HOWELL, ESQ.  
PA ID NO. 203606  
TERESA K. FUCHS, ESQ.  
PA ID NO. 205696  
JENNIFER M. PALONIS, ESQ.  
PA ID NO. 205703

Attorneys for Plaintiff  
401 Technology Drive  
Suite 202  
Canonsburg, PA 15317

Sworn to and subscribed  
Before me this 22nd day  
of October, 2010.

Heather L. Hatfield  
Notary Public

COMMONWEALTH OF PENNSYLVANIA



Member, Pennsylvania Association of Notaries

CERTIFICATE OF SERVICE

I, counsel for Beneficial Consumer Discount Company, hereby certify that a true and correct copy of the foregoing Praeclipe to Discontinue without Prejudice was served upon the following by First Class Mail, postage prepaid on this **22nd** day of **October, 2010**.

Jason J. Mazzei, Esquire  
Mazzei & Associates  
432 Boulevard of the Allies  
Professional Office Building  
Pittsburgh, PA 15219  
*Attorney for Ronald G. Queen*

Dwight L. Koerber, Esquire  
110 North Second Street  
PO Box 1320  
Clearfield, PA 16830  
*Attorney for Jennifer D. Queen*



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Cathy Ann Chromulak, Esq.  
Beth Arnold Howell, Esq.  
Teresa K. Fuchs, Esq.  
Jennifer M. Palonis, Esq.