

07-1612-CD
Chase Bank vs Frederick St Clair

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

CHASE BANK USA, N.A.

Plaintiff

No. 07-1612-CD

vs.

COMPLAINT IN CIVIL ACTION

FREDERICK L STCLAIR

Defendant

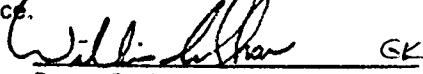
FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#06039281

March 20, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.


William A. Shaw
Deputy Prothonotary

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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.

FREDERICK L STCLAIR

Defendant

COMPLAINT IN CIVIL ACTION 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 ON AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-51

COMPLAINT

1. Plaintiff is a corporation having offices at 3700 WISEMAN BLVD, SAN ANTONIO TX 78251.
2. Defendant is an adult individual residing at 10 WOOD AVE, CLEARFIELD, PA 16830.

COUNT I – ACCOUNT NO. 4266841109343655

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 4266841109343655 .
4. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of September 21, 2007, in the amount of \$14,593.18.
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. A true and correct copy of the Statement of Account is attached hereto, marked as Exhibit "1" and made a part hereof.
6. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the rate of 6% per annum on the unpaid balance.

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

8. Plaintiff avers that such attorneys' fees will amount to \$1,500.00

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

WHEREFORE, Plaintiff demands judgment on Count I against Defendant, FREDERICK L STCLAIR, individually, in the amount of \$14,593.18 with continuing interest thereon at the Contract rate of 6% per annum from date of judgment plus attorneys' fees of \$1,500.00 and costs.

COUNT II – ACCOUNT NO. 4417128685396440

10. Plaintiff incorporates by reference each of the preceding paragraphs of this Complaint as if the same were set forth more fully at length herein.

11. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 4417128685396440 .

12. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of September 21, 2007, in the amount of \$2,239.24.

13. 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. A true and correct copy of the Statement of Account is attached hereto, marked as Exhibit "2" and made a part hereof.

14. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the rate of 6% per annum on the unpaid balance.

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

16. Plaintiff avers that such attorneys' fees will amount to \$300.00

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

WHEREFORE, Plaintiff demands judgment on Count II in its favor and against Defendant, FREDERICK L STCLAIR individually, in the amount of \$2.239.24 with continuing finance charges thereon at the rate of 6% per annum from date of judgment plus attorneys' fees of \$300.00 and costs.

COUNT III – ACCOUNT NO. 4417124261193160

18. Plaintiff incorporates by reference each of the preceding paragraphs of this Complaint as if the same were set forth more fully at length herein.

19. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 4417124261193160 .

20. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of September 21, 2007, in the amount of \$13,338.42.

21. 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. A true and correct copy of the Statement of Account is attached hereto, marked as Exhibit "3" and made a part hereof.

22. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the rate of 6% per annum on the unpaid balance.

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

24. Plaintiff avers that such attorneys' fees will amount to \$1,500.00

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

WHEREFORE, Plaintiff demands judgment on Count III in its favor and against Defendant, FREDERICK L STCLAIR individually, in the amount of \$13,338.42 with continuing finance charges thereon at the rate of 6% per annum from date of judgment plus attorneys' fees of \$1,500.00 and costs.

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

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



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#:06039281

6039281
3UN3
PA

Statement for account number: 4266 8411 0934 3655

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
\$1,503.18	05/14/07	\$1,503.00	\$1,002.18

CHASE

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

42668411093436550040021801459318000000?

86779 BEX Z 09907 C
FREDERICK L STCLAIR
10 WOOD AVE
CLEARFIELD PA 16830-3411

CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153

• 5000 160 286 203 11093436556 •

CHASE 0

Opening/Closing Date: 03/10/07 - 04/09/07 **CUSTOMER SERVICE**
Payment Due Date: 05/04/07 In U.S. 1-800-436-7927
Minimum Payment Due: \$4,002.18 Espanol 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect

VISA ACCOUNT SUMMARY

VISA ACCOUNT SUMMARY		Account Number: 4266 8411 0334 3833	
Previous Balance	\$14,188.04	Total Credit Line	\$13,000
Purchases, Cash, Debits	+\$39.00	Available Credit	\$0
Finance Charges	+\$366.14	Cash Access Line	\$13,000
New Balance	<u>\$14,523.18</u>	Available for Cash	

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS
P.O. Box 15153
Wilmington, DE 19886-5163

VISIT US AT:

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 1-800-265-8030 (collect 1-302-594-8200) today.

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount
			Credit
			Debit
04/03	LATE FEE		\$2.00

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge			FINANCE CHARGES
				Periodic Rate	Due To	Transaction Fee	
Purchases	V .08217%	29.99%	\$1,379.23	\$35.14	\$0.00	\$0.00	\$35.14
Cash advances	V .08217%	29.99%	\$1,047.88	\$26.70	\$0.00	\$0.00	\$26.70
Convenience check	V .08217%	29.99%	\$11,946.03	\$304.30	\$0.00	\$0.00	\$304.30
Total finance charges							\$366.14

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.

This Statement is a Facsimile - Not an original
X 0000001 FIS03335 C 1 000 N Z 09 07/04/09 Page 1 of 1 00225 MA MA 85779 0991000001000657790

6039344
34N3
PA

Statement for account number: 4417 1242 6119 3160

New Balance Payment Due Date Past Due Amount Minimum Payment
\$13,338.42 04/07/07 \$261.00 \$974.42

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



Tax time is here. Make
your payment using your Chase
credit card. For details visit
www.chasespayyourtaxes.com.

441712426119316000097442013338420000008

06412 BX 2 07707 D
FREDERICK L STCLAIR
10 WOOD AVE
CLEARFIELD PA 16530-3411

CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153

15000 160 281 224 261 193 1600**



Opening/Closing Date: 02/19/07 - 03/18/07 CUSTOMER SERVICE
Payment Due Date: 04/07/07 In U.S. 1-800-945-2000
Minimum Payment Due: \$974.42 Español 1-888-446-3308
TDD 1-800-955-8050
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-302-594-8200

VISA ACCOUNT SUMMARY

		Account Number: 4417 1242 6119 3160	
Previous Balance	\$13,078.39	Total Credit Line	\$12,900
Purchases, Cash, Debits	+\$195.67	Available Credit	\$0
Finance Charges	+\$64.36	Cash Access Line	\$2,580
New Balance	\$13,338.42	Available for Cash	\$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

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

VISIT US AT:
www.chase.com/creditcards

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

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount
			Credit Debit
03/11		LATE FEE	\$39.00
02/19		OVERLIMIT FEE	39.00
03/18		PAYMENT PROTECTOR 1-888-314-4371	117.67

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	.03569%	12.89%	\$2,200.97	\$21.94	\$0.00	\$0.00	\$21.94
Cash advances	.05477%	19.99%	\$356.41	\$5.47	\$0.00	\$0.00	\$5.47
Convenience check	.03559%	12.99%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Promotional summary	.01368%	4.99%	\$767.74	\$2.94	\$0.00	\$0.00	\$2.94
Promotional summary	.01054%	3.99%	\$2,920.30	\$8.95	\$0.00	\$0.00	\$8.95
Promotional summary	.01368%	4.99%	\$3,421.45	\$13.11	\$0.00	\$0.00	\$13.11
Promotional summary	.01368%	4.99%	\$1,307.95	\$5.01	\$0.00	\$0.00	\$5.01
Promotional summary	.01368%	4.99%	\$1,811.00	\$6.94	\$0.00	\$0.00	\$6.94
Total finance charges							\$64.36

Effective Annual Percentage Rate (APR): 6.04%

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 purchases 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 000001 F153335 D 6 000 N Z 18 07/03/18 Page 1 of 1 05588 MA MA 06612 07710000060000561201

EXHIBIT

3

EXHIBIT

4

CMA12575

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 in writing, 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 traveler's checks, foreign currency, money orders, wire transfers or similar cash-like charges, or to obtain lottery tickets, casino 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 that checking account under the terms of this agreement and your checking account agreement.

Billing Cycles: 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 for use by an authorized user on your account. If you do so, this fact may 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 process 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 creditline 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 even if 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 agree 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 tender 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 of any such payment 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 statement.

We reserve the right to electronically collect your eligible payment checks, or presentment and any representation, from the bank account on which the check is drawn. Our receipt of your payment checks is your authorization for us to collect the amount

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, so 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, 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 APRs) 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 each promotion). 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 or "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 Transfer: 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 or 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, you 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 consequences 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 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.

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) if, 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 arise in the past, or arise 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 as 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 cardmember, 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 cardmember, 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, Floor 10, New York, NY 10017-4605, Web site: www.adr.org, 800-778-7878; 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

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

Special Rules for Credit Card Purchaser

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:

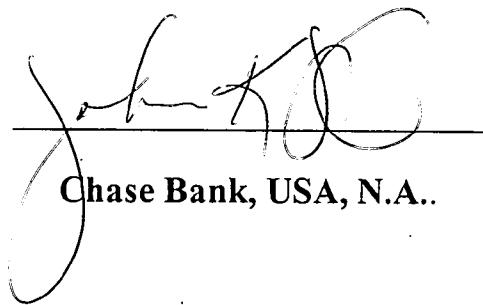
- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.00.

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.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103263**

CHASE BANK USA, N.A.

Case # 07-1612-CD

vs.

FREDERICK L. STCLAIR

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW February 04, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO FREDERICK L. ST.CLAIR, DEFENDANT. SEVERAL ATTEMPTS, NO RESPONSE.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8502571	10.00
SHERIFF HAWKINS	WELTMAN	8502571	20.00

FILED
02/04/2008
FEB 04 2008

Sworn to Before me This

____ Day of _____ 2008

So Answers,

William A. Shaw
Prothonotary/Clerk of Courts

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. 07-1602-CD

vs.

COMPLAINT IN CIVIL ACTION

FREDERICK L STCLAIR

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 Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06039281

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

OCT 03 2007

Attest,

William L. Hess
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.

FREDERICK L STCLAIR

Defendant

COMPLAINT IN CIVIL ACTION 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 ON AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-51

COMPLAINT

1. Plaintiff is a corporation having offices at 3700 WISEMAN BLVD, SAN ANTONIO TX 78251.
2. Defendant is an adult individual residing at 10 WOOD AVE, CLEARFIELD, PA 16830.

COUNT I – ACCOUNT NO. 4266841109343655

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 4266841109343655 .
4. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of September 21, 2007, in the amount of \$14,593.18.
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. A true and correct copy of the Statement of Account is attached hereto, marked as Exhibit "1" and made a part hereof.
6. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the rate of 6% per annum on the unpaid balance.

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

8. Plaintiff avers that such attorneys' fees will amount to \$1,500.00

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

WHEREFORE, Plaintiff demands judgment on Count I against Defendant, FREDERICK L STCLAIR, individually, in the amount of \$14,593.18 with continuing interest thereon at the Contract rate of 6% per annum from date of judgment plus attorneys' fees of \$1,500.00 and costs.

COUNT II – ACCOUNT NO. 4417128685396440

10. Plaintiff incorporates by reference each of the preceding paragraphs of this Complaint as if the same were set forth more fully at length herein.

11. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 4417128685396440 .

12. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of September 21, 2007, in the amount of \$2,239.24.

13. 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. A true and correct copy of the Statement of Account is attached hereto, marked as Exhibit "2" and made a part hereof.

14. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the rate of 6% per annum on the unpaid balance.

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

16. Plaintiff avers that such attorneys' fees will amount to \$300.00

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

WHEREFORE, Plaintiff demands judgment on Count II in its favor and against Defendant, FREDERICK L STCLAIR individually, in the amount of \$2,239.24 with continuing finance charges thereon at the rate of 6% per annum from date of judgment plus attorneys' fees of \$300.00 and costs.

COUNT III – ACCOUNT NO. 4417124261193160

18. Plaintiff incorporates by reference each of the preceding paragraphs of this Complaint as if the same were set forth more fully at length herein.

19. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 4417124261193160 .

20. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of September 21, 2007, in the amount of \$13,338.42.

21. 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. A true and correct copy of the Statement of Account is attached hereto, marked as Exhibit "3" and made a part hereof.

22. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the rate of 6% per annum on the unpaid balance.

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

24. Plaintiff avers that such attorneys' fees will amount to \$1,500.00

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

WHEREFORE, Plaintiff demands judgment on Count III in its favor and against Defendant, FREDERICK L STCLAIR individually, in the amount of \$13,338.42 with continuing finance charges thereon at the rate of 6% per annum from date of judgment plus attorneys' fees of \$1,500.00 and costs.

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

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



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#:06039281

2039281
34N3
PA

Statement for account number: 4266 8411 0934 3655

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
\$14,593.18	05/04/07	\$1,658.00	\$4,002.18

CHASE

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

42668431093435550040021801459318000000?

85779 BEX Z 08907 C
FREDERICK L STCLAIR
10 WOOD AVE
CLEARFIELD PA 16830-3411

CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153

↳ [View all posts](#)

15000 160280 20311093636556

CHASE

Opening/Closing Date: 03/10/07 - 04/09/07 **CUSTOMER SERVICE**
Payment Due Date: 05/04/07 In U.S. 1-800-436-7927
Minimum Payment Due: \$4,002.18 Español 1-888-446-5308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect 1-822-436-5300

VISA ACCOUNT SUMMARY

VISA ACCOUNT SUMMARY		Account Number
Previous Balance	\$14,188.04	Total Credit Line
Purchases, Cash, Debits	+\$39.00	Available Credit
Finance Charges	+\$366.14	Cash Access Line
Net Balance	<u><u>\$14,553.18</u></u>	Available for Cash

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

New Balance \$14,593.16 **Available for Use:** \$0 **PAYMENT ADDRESS:**
P.O. Box 15153
Wilmington, DE 19886-5153
VISIT AT: www.chase.com/creditcards

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.

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount
			Credit
			Debit
04/03	LATE FEE		\$39.00

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge			Accumulated FINANCE CHARGES
				Periodic Rate	Due To Transaction	Fee Fin Charge	
Purchases	.08217%	29.99%	\$1,379.23	\$35.14	\$0.00	\$0.00	\$35.14
Cash advances	.08217%	29.99%	\$1,047.88	\$26.70	\$0.00	\$0.00	\$26.70
Convenience check	.08217%	29.99%	\$1,946.03	\$304.30	\$0.00	\$0.00	\$304.30
Total finance charges							\$366.14

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 charge - including transaction fees
such as cash advance and balance transfer fees - expressed as a percentage.

This Statement is a Facsimile - Not an original

THIS STATEMENT IS A PROOFING. NOT AN ORIGINAL.

4039266
3403
PP

Statement for account number: 4417 1288 8539 6440				
New Balance	Payment Due Date	Past Due Amount	Minimum Payment	
\$2 239.24	05/02/07	\$491.00	\$1 047.24	

CHASE

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

443712868539644000104724002239240000008

20841 BEX Z 10207 D
FREDERICK L STCLAIR
10 WOOD AVE
CLEARFIELD PA 16830-3411

CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153

1:5000 160 281 221868539644000

CHASE 0

Opening/Closing Date: 03/13/07 **04/12/07** **CUSTOMER SERVICE**
Payment Due Date: 05/02/07 **In U.S.** 1-800-945-2000
Minimum Payment Due: \$1,047.24 **Español** 1-888-446-3308
TOD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect

VISA ACCOUNT SUMMARY

Account Number: 4417 1286 8539 6440

Previous Balance	\$2,105.54	Total Credit Line	\$1,800	ACCOUNT INQUIRIES
Purchases, Cash, Debits	+\$78.00	Available Credit	\$0	P.O. Box 15298
Finance Charges	+\$55.70	Cash Access Line	\$900	Wilmington, DE 19850-5298
New Balance	<u>\$2,239.24</u>	Available for Cash	\$0	PAYMENT ADDRESS
				P.O. Box 15153

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

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

VISIT US AT:

EXHIBIT

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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 immediate/now or call us at 1-800-855-8030 (collect 1-302-594-8200) today.

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount
			Credit
			Debit
04/01		LATE FEE	\$39.00
03/13		OVERLIMIT FEE	39.00

FINANCE CHARGES

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

Family 4 Pack: 4 Tickets to Six Flags for just 99 Dollars!
Now through June 30, 2007, purchase 4 general admission
tickets online to any Six Flags Theme Park and pay just 99
Dollars. Log on to your account at Chase.com to take
advantage of this exclusive offer.

This Statement is a Facsimile - Not an original

X 000001 FIS33335 D 7 THIS Statement is a READING NOT an Original 000 N Z 12 07/04/12 Page 1 of 1 05686 MA MA 20941 102100007000209410

6039344
34N3
P#

Statement for account number: 4417 1242 6119 3160

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
\$13,338.42	04/07/07	\$261.00	\$974.42

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

CHASE

Tax time is here. Make
your payment using your Chase
credit card. For details visit
www.chasepayyourtaxes.com.

441712426119316000097442013338420000008

08812 BEX Z 07707 D
FREDERICK L STCLAIR
10 WOOD AVE
CLEARFIELD PA 16830-3411

CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153

1:500016028: 22142611931600**

CHASE 1

Opening/Closing Date:	02/19/07 - 03/18/07	CUSTOMER SERVICE
Payment Due Date:	04/07/07	In U.S. 1-800-945-2000
Minimum Payment Due:	\$974.42	Español 1-888-446-3308
		TDD 1-800-955-8060
		Pay by phone 1-800-436-7958
		Outside U.S. call collect

VISA ACCOUNT SUMMARY

YOUR ACCOUNT SUMMARY		Account Number: 4477 7663	
Previous Balance	\$13,078.39	Total Credit Line	\$12,900
Purchases, Cash, Debits	+\$195.67	Available Credit	\$0
Finance Charges	+\$64.36	Cash Access Line	\$2,580
New Balance	<u>\$13,338.42</u>	Available for Cash	\$0

ACCOUNT INQUIRIES
P.O. Box 15298
Wilmington, DE 19850-5298

PAYMENT ADDRESS

New Balance 570,000.42 P.O. Box 15153
Wilmington, DE 19886-5153
VISIT US AT:
www.chase.com/creditcards

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

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount
			Credit
			Debit
03/11		LATE FEE	\$39.00
02/19		OVERLIMIT FEE	39.00
03/18		PAYMENT PROTECTOR 1-888-314-4371	117.67

FINANCE CHARGES

Category	Daily Periodic Rate	Corresp.	Average Daily Balance	Finance Charge			Accumulated Fin Charge	FINANCE CHARGES
	28 days in cycle	APR		Due To Periodic Rate	Transaction Fee			
Purchases	.03559%	12.99%	\$2,200.97	\$21.94	\$0.00	\$0.00	\$0.00	\$21.94
Cash advances	.05477%	19.99%	\$356.41	\$5.47	\$0.00	\$0.00	\$0.00	\$5.47
Convenience check	.03559%	12.99%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Promotional summary	.01368%	4.99%	\$767.74	\$2.94	\$0.00	\$0.00	\$0.00	\$2.94
Promotional summary	.01094%	3.99%	\$2,920.30	\$8.95	\$0.00	\$0.00	\$0.00	\$8.95
Promotional summary	.01368%	4.99%	\$3,421.45	\$13.11	\$0.00	\$0.00	\$0.00	\$13.11
Promotional summary	.01368%	4.99%	\$1,307.95	\$5.01	\$0.00	\$0.00	\$0.00	\$5.01
Promotional summary	.01368%	4.99%	\$1,811.00	\$6.94	\$0.00	\$0.00	\$0.00	\$6.94

Effective Annual Percentage Rate (APR): 6.04%
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

THIS STATEMENT IS A FACSIMILE - NOT AN ORIGINAL

EXHIBIT

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CMA12575

Cardmember Agreement

ACCEPTANCE OF THIS AGREEMENT

This agreement governs your credit card account with us referenced on the card carrier containing the card for the 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 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 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 that 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 for use by an authorized user on your account. If you do so, this agreement may 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 Limit: 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 creditline 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 as 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 market 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 practices and charges may apply if any international transaction is reversed.

Refused 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.

Refused 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 creditline 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 Number: 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. Even if it is your receipt no benefit, but you will not be liable for more than \$500.00 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 agree 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 instrument which you send to us for more than the full satisfaction of a disputed amount (conditional payment), 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 for presentation and any representation, from the bank account on which the check is drawn. Our receipt of your payment checks is your authorization for us to collect the amount

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, so 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 can tell 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 APRs) 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 transaction (for example, purchases, balance transfers, balance transfer checks, cash advances, cash advance checks, overdraft advances, and each promotion). 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 computing 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 that 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 of 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, i.e., 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 of your 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 or "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 these 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 (or 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 or 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 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, you 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 consequences 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 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. 51-16 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 of 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 my 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); if, 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 arise 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 as an individual action. Unless you and we agree to an 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, Floor 10, New York, NY 10017-4802, 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 arbitrator 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. Finally, opposite. 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 a 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.

Severability. 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. Notices to one of you will be considered notices 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 CARDMEMBER

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 this applicable option 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 AND 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 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 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 report you to.
We must tell anyone we report you to that the matter has been settled between us when
it finally is.

If we don't follow these 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

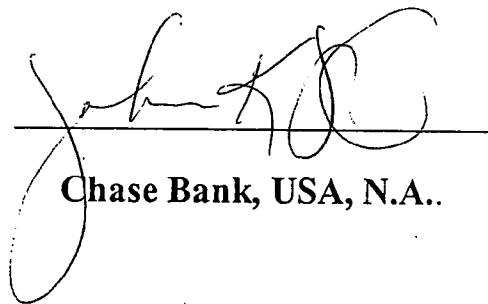
(b) The purchase price must have been more than \$50.00.

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.

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

CHASE BANK USA, N.A.

Plaintiff No. 07-1612-CD

vs.

MOTION FOR ALTERNATE SERVICE

FREDERICK L STCLAIR

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.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED NO CC
M 10:45 AM
FEB 21 2008
GK

William A. Shaw
Prothonotary/Clerk of Courts

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

CHASE BANK USA, N.A.

Plaintiff No. 07-1612-CD

vs.

FREDERICK L STCLAIR

Defendant

PLAINTIFF'S MOTION FOR ALTERNATE SERVICE

AND NOW, comes Plaintiff, by counsel, Weltman, Weinberg & Reis Co., L.P.A. and requests this Honorable Court to enter an Order allowing the Plaintiff to make service upon Defendant, Frederick L StClair, by certified U.S. Mail and Certificate of Mailing, addressed to 10 Wood Ave, Clearfield, Pa 16830 averring in support thereof the following:

1. On or about October 3, 2007, Plaintiff filed a Complaint in Civil Action against Defendant to recover the unpaid balance due Plaintiff from Defendant in the amount of \$30,170.84.
2. When the Sheriff of Clearfield County, Pennsylvania, attempted to make service of Plaintiff's Complaint on Defendant, the Sheriff was unable to do so, as evidenced by the Sheriff's return, a true and correct copy of which is attached hereto, marked Exhibit "1", and made a part hereof.
3. Upon receipt of the Sheriff's return of no service, Plaintiff conducted an investigation with the United States Postal Service to confirm the physical address of the Defendant.

4. Pursuant to Plaintiff's request for information, the United States Postal Service confirmed Defendant's physical address of 10 Wood Ave, Clearfield, Pa 16830. A true and correct copy of Plaintiff's Postal Request is attached hereto, marked as Exhibit "2", and made a part hereof.

5. Plaintiff conducted an online white pages search and was able to confirm a current address for Defendant of 10 Wood Ave, Clearfield, Pa 16830. A true and correct copy of the search results is attached hereto, marked as Exhibit "3", and made a part hereof.

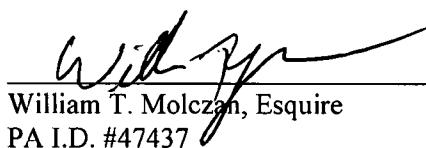
6. Plaintiff contacted the Clearfield County Tax Assessment office, a representative from which could not confirm the Defendant as being the registered owner of 10 Wood Ave, Clearfield, Pa 16830.

7. Upon receipt of the Sheriff's return of no service, Plaintiff conducted an investigation with the LexisNexis Total Research System to confirm the physical address of the Defendant.

8. Pursuant to Plaintiff's request for information, LexisNexis Total Research System confirmed Defendant's physical address of , a true and correct copy of the LexisNexis search results is attached hereto, marked as Exhibit "4", and made a part hereof.

9. Based upon the foregoing, Plaintiff believes and therefore avers that Defendant is attempting to avoid service of process in the above-captioned matter and Plaintiff therefore seeks an Order of Court, pursuant to Pennsylvania Rule of Civil Procedure 430, granting Plaintiff leave to serve its Complaint on Defendant by alternative means.

WHEREFORE, Plaintiff requests this Honorable Court to enter an Order pursuant to PA.R.C.P. 430(a), authorizing the Plaintiff to serve Defendant by Certified U.S. Mail and Certificate of Mailing sent to an address (10 Wood Ave, Clearfield, Pa 16830) at which Defendant is presently receiving mail according to information obtained from the Post Office, or by allowing service by a competent adult.



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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103263**

CHASE BANK USA, N.A.

Case # **07-1612-CD**

VS.

FREDERICK L. STCLAIR

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW February 04, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT
"NOT FOUND" AS TO FREDERICK L. ST.CLAIR, DEFENDANT. SEVERAL ATTEMPTS, NO RESPONSE.

EXHIBIT

BROOKLYN HTS, OH

216.739.5100

BURLINGTON, NJ

609.914.0437

CHICAGO, IL

312.782.9676

CINCINNATI, OH

513.723.2200

CLEVELAND, OH

216.685.1000

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

ATTORNEYS AT LAW



COLUMBUS, OH

614.228.7272

DEERFIELD, IL

847.940.9812

DETROIT, MI

248.362.6100

GROVE CITY, OH

614.801.2600

PHILADELPHIA, PA

215.599.1500

Postmaster
Clearfield, Pa 16830

November 8, 2007

Request for Change of Address or Boxholder Information Needed for Service of Legal Process

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Frederick L Stclair
Address: 10 Wood Ave
Clearfield, Pa 16830

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

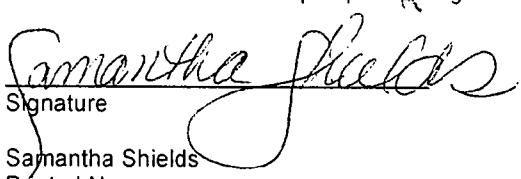
The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

- 1 Capacity of requester: William T. McIczan, Esquire, Attorney for Plaintiff, Chase Bank USA, N.A
2. Statute or regulation that empowers me to serve process : N/A
3. The names of all known parties to the litigation: Chase Bank USA, N.A VS. Frederick L Stclair
4. The Court in which the case has been or will be heard: Court of Common Pleas of Clearfield County
5. The docket or other identifying number if one has been issued:
6. The capacity in which this individual is to be served: Defendant

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS OR BOTH (TITLE 18 U.S.C SECTION 1001)

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.


Signature
Samantha Shields
Printed Name

WELTMAN, WEINBERG & REIS CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

FOR POST OFFICE USE ONLY

BOX HOLDER'S POSTMARK

Not known at address given.
 Moved, left no forward address.
 No such address.
 No change of address on file
 Good as Addressed

WR#06039266

NEW ADDRESS or NAME and STREET ADDRESS

PLEASE INDICATE PHYSICAL ADDRESS

EXHIBIT
2

LexisNexis® Total Research System

Switch Client | Preferences | Sign Off | ? Help

My Lexis™

Search

Research Tasks

Get a Document

Shepard's®

Alerts

History

Source: [Public Records](#) > [SmartLinx\(TM\) Searches \(Consolidated report from multiple sources\)](#) > [SmartLinx\(TM\) - Person Reports](#)Terms: [\(Edit Search\)](#)Permissible Uses: [DPPA - 1. Litigation](#)
[GLBA - 2. Legal Compliance](#) Select for Delivery[Click to visualize this report](#)[Subject Summary](#) | [Others Using SSN](#) | [Address Summary \(11\)](#) | [Voter Registration Licenses](#) | [Personal Property](#) | [Real Property](#) | [Bankruptcies](#) | [Judgments & Liens](#)
[Relatives \(2\)](#) | [Associated Entities \(1\)](#) | [Neighbors \(2\)](#) | [Sources \(26\)](#)

FOR INFORMATIONAL PURPOSES ONLY

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Full Name	Address	County	PI
STCLAIR, FREDERICK L JR	10 WOOD AVE CLEARFIELD, PA 16830-3411 COUNTY: CLEARFIELD	CLEARFIELD	

ADDITIONAL PERSONAL INFORMATION

SSN	DOB	GENDER
(PENNSYLVANIA: 1976-1977)	03/1965 (Age: 42)	

Subject Summary

[Name Variations \(7\)](#) | [SSNs Summary](#)[View Name](#)

Name Variations

- 1: STCLAIR, FREDERICK L JR
- 2: LST, CLAIR F JR
- 3: STCLARA, FRERICK
- 4: ST, CLAIR F
- 5: DANA, ST C
- 6: FREDERICK, ST C
- 7: FREDERICK, ST C JR

EXHIBIT

4

SSNs Summary

V

No.	SSN	State Iss.	Date Iss.	Warnings
1:		PENNSYLVANIA	1976-1977	


[ACCOUNT](#) | [SEARCH](#)
[White Pages](#)
[Yellow Pages](#)
[Reverse Phone](#)
[Reverse Address](#)
[Area and ZIP Codes](#)
[Reverse Address](#) | [Find Neighbors](#)
[< BACK TO RESULTS](#)
Saintclair, Frederick

10 Wood Ave
Clearfield, PA 16830-3411
(814) 765-1182

SPONSORED LINKS

Type: Land Line
Provider: Verizon

*Due to number portability, some numbers
have been transferred to a new service
provider.*

Listing date Feb. 2007

Local Information for Clearfield, PA

Population: 6,631
Total Households: 3,070
Median Age: 40.90
Median Household Income: \$27,414

[Pick a Clearfield Restaurant](#)
[Find Clearfield Hotels](#)
[Clearfield Hospitals](#)
[Banks in Clearfield](#)
[Choose a Clearfield Attorney](#)
[Need a dentist in Clearfield?](#)

Local Time: 3:05 p.m. EST

Source: U.S. Census Bureau; Census 2000

411.com Privacy Options

[Learn more about privacy](#)
[Is this you? Remove your listing](#)

EXHIBIT
3

Search
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[Business Search](#)
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[Site Map](#)

Tools
[About WhitePages Services](#)
[Phone Append](#)
[Address Append](#)
[XML Lookups](#)
[People Search by State](#)
[Business Search by State](#)

Resources
[Wedding Center](#)
[Auto Center](#)
[Moving and Home Improvement Center](#)
[Privacy Central](#)

About Our Searches [White Pages](#) [Business Search](#) [Reverse Phone Directory](#) [Reverse Address Lookup](#) [Area Code and ZIP Code Directory](#) [Affiliates](#) [Tell friends](#)

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the within Motion for Alternate Service was served on the 19th day of February, 2008, by first class, U.S. Mail, postage-prepaid, addressed as follows:

Frederick L StClair
10 Wood Ave
Clearfield,Pa 16830



Attorney for Plaintiff

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

CHASE BANK USA, N.A.

NO. 07-1612-CD

Plaintiff

vs.

FREDERICK L STCLAIR

Defendant

AFFIDAVIT PURSUANT TO PA R.C.P. 430 (a)

BEFORE ME, a Notary Public, in and for the foregoing County and Commonwealth, personally appeared William T. Molczan, Esquire, of Weltman, Weinberg & Reis, Co., L.P.A., attorneys for Plaintiff, and deposes and says that the following accurately reflects efforts made to ascertain the exact whereabouts of Defendant named in the above-captioned matter.

- a. Plaintiff requested current address information from the United States Postal Service, which request for information confirmed the current address for Defendant as being 10 Wood Ave, Clearfield, Pa 16830. A true and correct copy of the Postal Service Return is marked Exhibit "2" attached hereto and made a part hereof.
- b. Plaintiff conducted an online white pages search that confirmed the Defendant's address to be 10 Wood Ave, Cleafield, Pa 16830. A true and correct copy is attached hereto and marked as Exhibit "3."
- c. Plaintiff requested current address information from the LexisNexis Total Research System, which request for information confirmed the current address for Defendant as being 10 Wood Ave, Clearfield, Pa 16830. A true and correct copy of the LexisNexis search results is marked Exhibit "4" attached hereto and made a part hereof.

d. Plaintiff contacted the county tax-assessment office for the address of the Defendant that confirmed the Defendant as being the registered owner of 10 Wood Ave, Clearfield, Pa 16830.

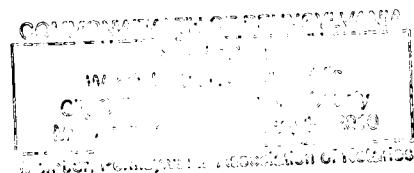
Finally, Affiant deposes and says that after the foregoing investigation, the exact whereabouts of the Defendant, Frederick L StClair, is 10 Wood Ave, Clearfield, Pa 16830

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

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

Sworn to and subscribed before me
this 18th day of February, 08

Notary



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

CHASE BANK USA, N.A.,
Plaintiff
vs.
FREDERICK L. STCLAIR
Defendant

*
*
* : NO. 07-1612-CD
*

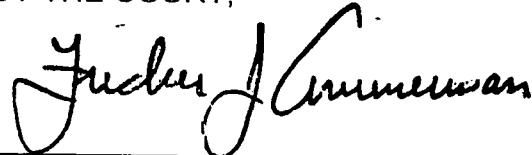
O R D E R

NOW, this 25th day of February, 2008, the Plaintiff is granted leave to serve the Complaint in Civil Action upon the Defendant **FREDERICK L. STCLAIR** by:

1. By first class mail to 10 Wood Avenue, Clearfield, PA 16830; and
2. By certified mail, return receipt requested, to 10 Wood Avenue, Clearfield, PA 16830.

Service of the aforementioned mailings is effective upon the date of mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED 3CC
01/31/2008 Atty Molczan
FEB 26 2008
(GK)

William A. Shaw
Prothonotary/Clerk of Courts

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

CHASE BANK USA, N.A.

Plaintiff No. 07-1612-CD

vs. PRAEICE TO REINSTATE COMPLAINT

FREDERICK L STCLAIR

Defendants FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

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

WWR#06039281

FILED
M 10/4/08 2CC91 Compl. Reinst.
MAR 20 2008 by Atty Molczan

William A. Shaw
Prothonotary/Clerk of Courts
Atty pd. 7.00

(60)

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 07-1612-CD

FREDERICK L STCLAIR

Defendants

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

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

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

WWR #06039281

FILED

APR 14 2008

4/10/08

William A. Shaw

Prothonotary/Clerk of Courts

60
L CERT TO ATT

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

CHASE BANK USA, N.A.

Plaintiff No. 07-1612-CD

vs.

FREDERICK L STCLAIR

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.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06039281

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

CHASE BANK USA, N.A.

Plaintiff No. 07-1612-CD
vs.

FREDERICK L STCLAIR
Defendant

AFFIDAVIT OF SERVICE OF COMPLAINT

Before me, the undersigned authority, personally appeared William T Molczan, Esquire, who, being duly sworn according to law, deposes and says that on March 26, 2008, he did cause to be sent to Defendant, Frederick L StClair, Plaintiff's Complaint by Certificate of Mailing Postal Form 3817 and on March 26, 2008, he did cause to be sent to Defendant, Frederick L StClair, Plaintiff's Complaint by Certified Mail, Return Receipt requested, directed to the Defendant at his last known address of 10 Wood Ave, Clearfield, Pa 16830. True and correct copy of Plaintiff's Certificate of Mailing PS Form 3817 is attached hereto, marked as Exhibit "1" and made a part hereof. Furthermore, true and correct copy of Plaintiff's Receipt for Certified Mail is attached hereto, marked as Exhibit "2" and made a part hereof.

As the Order of Court states, service is deemed to be perfected as of March 26, 2008, the date of mailing.

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

By: With Regard

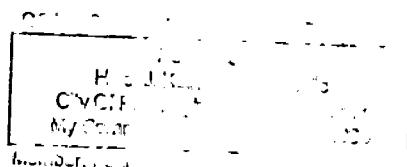
William T. Molczan, Esquire
PA I.D. #47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

(412) 434-7955

WWR#06039281

Sworn to and subscribed
before me this 310
day of April, 2008.

NOTARY PUBLIC



17
C 455
100

15⁺
class 400).

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
<p>Received From:</p> <p>Weltman, Weinberg & Reis Co., L.P.A.</p> <p>2719 Kappene Bldg.</p> <p>436 7th Avenue</p> <p>Pittsburgh, PA 15219</p> <p>(412) 434-7955</p>	
<p>One piece of ordinary mail addressed to:</p> <p>Frederick L. St Clair</p> <p>10 Wood Ave</p> <p>Clearfield PA 16830</p>	

FIRST CLASS



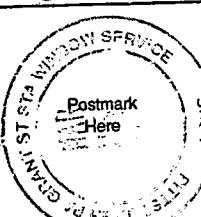
Digitized by srujanika@gmail.com

MAILED FROM 1521
US POSTAGE

100

PS Form 3817, January 2001

EXHIBIT

U.S. Postal Service		06039281
CERTIFIED MAIL RECEIPT		
(Domestic Mail Only, No Insurance Coverage Provided)		
For delivery information visit our website at www.usps.com		
OFFICIAL USE		
Postage	\$	92
Certified Fee		2.10
Return Receipt Fee (Endorsement Required)		2.15
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	5.72
		
Sent to Frederick L StClair Street, Apt. No.; or PO Box No. City, State, ZIP+4		
10 Wood Ave Clearfield PA 16830		

EXHIBIT

25

010029281

FILED
APP 14 2006
William A. Shaver
Prothonotary/Clerk of Courts

FILED

JUN 04 2008

112:156

William A. Shaw
Prothonotary/Clerk of Courts

cert w/ notice

to DEF.

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

CHASE BANK USA, N.A.

Plaintiff No. 07-1612-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

FREDERICK L STCLAIR

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.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06039281
Judgment Amount **31,646.26**

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

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 07-1612-CD

FREDERICK L STCLAIR

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

COUNT I

Kindly enter Judgment against the Defendant, FREDERICK L STCLAIR, above named, in the default of an Answer, in the amount of \$15461.71 computed as follows:

Amount claimed in Complaint	\$14593.18
Interest from September 21, 2007 to May 15, 2008 at the legal interest rate of 6% per annum	\$568.53
Attorney's fees	\$300.00
TOTAL	\$15461.71

COUNT II

Kindly enter Judgment against the Defendant, FREDERICK L STCLAIR, above named, in the default of an Answer, in the amount of \$2326.48 computed as follows:

Amount claimed in Complaint	\$2239.24
Interest from September 21, 2007 to May 15, 2008 at the legal interest rate of 6% per annum	\$87.24
TOTAL	\$2326.48

COUNT III

Kindly enter Judgment against the Defendant, FREDERICK L STCLAIR, above named, in the default of an Answer, in the amount of \$2326.48 computed as follows:

Amount claimed in Complaint \$13338.42

Interest from September 21, 2007 to May 15, 2008 \$519.65
at the legal interest rate of 6% per annum

TOTAL \$13858.07

TOTAL COUNT I, II & III **\$31,646.26**

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.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06039281

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: 59 WALNUT ST, BEAVER, PA 15009

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 07-1612-CD

FREDERICK L STCLAIR

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: () Plaintiff
 (xx) Defendant
 () Garnishee

You are hereby notified that the following
Order or Judgment was entered against
you on 6-4-08

(xx) Assumpsit Judgment in the amount
of \$15461.71 plus costs as to Count I.
(xx) Assumpsit Judgment in the amount
of \$2326.48 plus costs as to Count II.
(xx) Assumpsit Judgment in the amount
of \$13858.07 plus costs as to Count III.

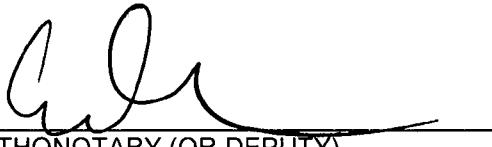
() Trespass Judgment in the amount
of \$_____ plus costs.

() 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.

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

Prothonotary

FREDERICK L STCLAIR
10 WOOD AVE
CLEARFIELD, PA 16830

By: 
PROTHONOTARY (OR DEPUTY)

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 CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CHASE BANK USA, N.A.

Plaintiff

Case # 07-1612-CD

FREDERICK L STCLAIR

Defendant(s)

IMPORTANT NOTICE

TO: FREDERICK L STCLAIR
10 WOOD AVE
CLEARFIELD, PA 16830

Date of Notice: 04/23/08
WWR#: 06039281

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.
1400 KOPPERS 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: 07-1612-CD

Plaintiff
vs.

FREDERICK L STCLAIR

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.

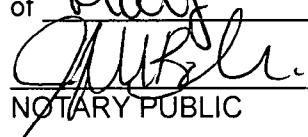
Affiant further states that based upon investigation it is the affiant's belief that the Defendant,
FREDERICK L STCLAIR is not in the military service.

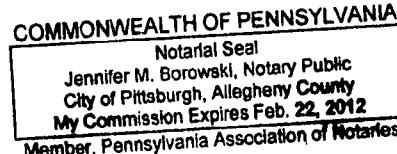
Affiant further states that this belief is supported by the attached certificate from the Defense
Manpower Data Center (DMDC), which states that the Defendant, FREDERICK L STCLAIR, is not in the
military service.

Further Affiant sayeth naught.


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 17 day
of May 2013


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

MAY-23-2008 08:02:01



Military Status Report
 Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
STCLAIR	FREDERICK		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: BGLFJYYIJMF

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

CHASE BANK USA, N.A.

Plaintiff No. 07-1612-CD

vs.

**PRAECLPICE FOR WRIT OF EXECUTION
(BANK ATTACHMENT and LEVY)**

FREDERICK L STCLAIR

Defendant

TIMBERLAND FCU
AND CNB 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 Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06039281

FILED
M 11 47 2009
APR 20 2009
Atty pd
William A. Shaw
Prothonotary/Clerk of Courts
3000 9 W. 1st
to Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 07-1612-CD

FREDERICK L STCLAIR

Defendant

TIMBERLAND FCU
AND CNB 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 FREDERICK L STCLAIR, Defendant
3. against TIMBERLAND FCU AND CNB BANK, Garnishee
4. Judgment Amount \$ 31646.26

Interest \$ 1602.25

Costs \$

SUBTOTAL: \$ 33248.51

Costs (to be added by Prothonotary): **Prothonotary costs** \$ 132.00

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.

1400 Koppers Building

436 Seventh Avenue

Pittsburgh, PA 15219

(412) 434-7955

WWR#06039281

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

CHASE BANK USA, N.A.

Plaintiff

No. 07-1612-CD

vs.

FREDERICK L STCLAIR

Defendant

TIMBERLAND FCU
AND CNB 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

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

CHASE BANK USA, N.A.
Plaintiff

vs.

Civil Action No. 07-1612-CD

FREDERICK L STCLAIR
Defendant

TIMBERLAND FCU
AND CNB BANK
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: FREDERICK L STCLAIR Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of TIMBERLAND FCU AND CNB BANK, as garnishee, 712 RIVER RD, CLEARFIELD, PA 16830 AND 1 S 2ND ST, CLEARFIELD, PA 16830 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.
- (3) 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 sated

Amount due \$ 33248.51

Costs to be added..... \$ _____
Prothonotary costs 132.00
Prothonotary

Willie H. Gray

Deputy

DATED: 4/20/09
WWR#06039281

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

CHASE BANK USA, N.A. :
Plaintiff : No. 07-1612-CD
vs. :
FREDERICK L. STCLAIR, :
Defendant :
and :
TIMBERLAND FCU :
AND CNB BANK, :
Garnishees :
:

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for CNB Bank, formerly County National Bank, in the above-captioned matter, hereby certify that I served the 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 Defendant by U.S. Certified Mail as follows:

U. S. FIRST CLASS MAIL
William T. Molczan, Esquire
Weltman, Weinberg & Reis Co., LPA
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

CERTIFIED MAIL
Frederick L. St. Clair, Jr.
10 Wood Avenue
Clearfield, PA 16830

Date: 4/28/09

Respectfully submitted,



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

FILED
APR 30 2009
1600
S
10:10 AM
APR 30 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

CHASE BANK USA, N.A., :
 Plaintiff : No. 07-1612-CD
 : :
 vs. : :
 : :
FREDERICK L. STCLAIR, : :
 Defendant : :
 and : :
 : :
TIMBERLAND FCU : :
AND CNB BANK, : :
 Garnishees : :

GARNISHEE'S ANSWERS TO INTERROGATORIES

COMES NOW, CNB Bank, by its attorney, Peter F. Smith, who answers the Interrogatories as follows:

1. Yes.
- 1a. Checking account #2095891 held jointly by the defendant Frederick L. St. Clair, Jr. and Tanner St. Clair. The balance in this account on the date and time the Writ was served on CNB Bank was \$646.87 after deduction of CNB's standard fee of \$160 for responding to this garnishment.
Savings account #1949486 owned jointly by Tanner St. Clair and Frederick L. St. Clair, Jr. The balance in this account on the date and time the Writ was served on CNB Bank was \$42.17.
2. No.
3. No.
4. No.
5. No.
6. No.

7. The accounts listed in 1a do not receive direct electronic deposits.
8. Yes. See Answer 1a.

Date:

4/21/09


Peter F. Smith, Esquire
Attorney for the Garnishee
Attorney I.D. # 34291
30 S. 2nd St., P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

VERIFICATION

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

CNE Bank

Dated: 4-28-09

By: Kimberly M. Olson
Kimberly M. Olson,
Records and Research

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

CHASE BANK USA, N.A.

Plaintiff No. 07-1612 CD

vs.

PRAECIPE FOR JUDGMENT AGAINST
GARNISHEE

FREDERICK L STCLAIR

Defendant

CNB 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#06039281

FILED Atty pd.
MAY 29 2009 \$20.00
100% Notice
to Garnishee
S William A. Shaw
Prothonotary/Clerk of Courts
(610)

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 07-1612 CD

FREDERICK L STCLAIR

Defendant

CNB BANK

Garnishee

PRAECIPE FOR JUDGMENT AGAINST GARNISHEE

TO THE PROTHONOTARY:

Kindly enter Judgment against the Garnishee, CNB BANK , in the amount of \$689.04, 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#06039281

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: 1 S 2ND STREET, CLEARFIELD, PA 16830

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

CHASE BANK USA, N.A.,	:	
	Plaintiff	No. 07-1612-CD
	:	
vs.	:	
	:	
FREDERICK L. STCLAIR,	:	
	Defendant	
and	:	
	:	
TIMBERLAND FCU	:	
AND CNB BANK,	:	
	Garnishees	

GARNISHEE'S ANSWERS TO INTERROGATORIES

COMES NOW, CNB Bank, by its attorney, Peter F. Smith, who answers the Interrogatories as follows:

1. Yes.
- 1a. Checking account #2095891 held jointly by the defendant Frederick L. St. Clair, Jr. and Tanner St. Clair. The balance in this account on the date and time the Writ was served on CNB Bank was \$646.87 after deduction of CNB's standard fee of \$160 for responding to this garnishment.

Savings account #1949486 owned jointly by Tanner St. Clair and Frederick L. St. Clair, Jr. The balance in this account on the date and time the Writ was served on CNB Bank was \$42.17.

2. No.
3. No.
4. No.
5. No.
6. No.

555
6039281

7. The accounts listed in 1a do not receive direct electronic deposits.
8. Yes. See Answer 1a.

Date: 4/22/09



Peter F. Smith, Esquire
Attorney for the Garnishee
Attorney I.D. # 34291
30 S. 2nd St., P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

VERIFICATION

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

CNB Bank

Dated: 4-28-09

By: Kimberly M. Olson
Kimberly M. Olson,
Records and Research

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

CHASE BANK USA, N.A.,	:	
	Plaintiff	:
vs.	:	No. 07-1612-CD
	:	
FREDERICK L. STCLAIR,	:	
	Defendant	:
and	:	
	:	
TIMBERLAND FCU	:	
AND CNB BANK,	:	
	Garnishees	:

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for CNB Bank, formerly County National Bank, in the above-captioned matter, hereby certify that I served the 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 Defendant by U.S. Certified Mail as follows:

U. S. FIRST CLASS MAIL
William T. Molczan, Esquire
Weltman, Weinberg & Reis Co., LPA
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

CERTIFIED MAIL
Frederick L. St. Clair, Jr.
10 Wood Avenue
Clearfield, PA 16830

Date: 4/28/09

Respectfully submitted,



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

COPY

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 07-1612 CD

FREDERICK L STCLAIR

Defendant

CNB 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 May 29, 2007

Assumpsit Judgment in the amount
of \$689.04 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)

Cnb Bank
1 S 2nd Street
Clearfield, Pa 16830

FILED 1cc A/H
m 1:43 cm
JUL 9 2009
\$700 A/H
Wambrodt

William A. Shaw
Prothonotary/Clerk of Courts

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

CHASE BANK USA, N.A.

Plaintiff No. 07-1612-CD

vs.

**PRAECIPE FOR SATISFACTION OF
JUDGMENT AS TO THE GARNISHEE
CNB BANK ONLY**

FREDERICK L ST CLAIR

Defendant

CNB BANK

Garnishee FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Wambrodt
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#06039281

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 07-1612-CD

FREDERICK L ST CLAIR

Defendant

CNB BANK

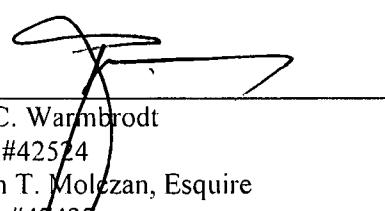
Garnishee

PRAECIPE FOR SATISFACTION OF JUDGMENT
AS TO THE GARNISHEE , CNB 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, CNB BANK, only.

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

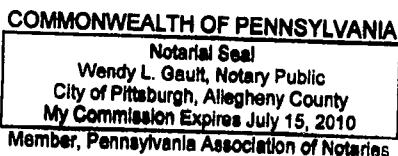
By: 
James C. Warmbrodt
PA I.D #42524
William T. Molezan, Esquire
PA. I.D.#47437
WELTMAN WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06039281

Sworn to and subscribed

Before me the 29
Day of June, 2009


NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20962
NO: 07-1612-CD

PLAINTIFF: CHASE BANK USA, N.A.

VS.

DEFENDANT: FEDERICK L. STCLAIR

Execution PERSONAL PROPERTY / INTERROGATORIES

SHERIFF RETURN

DATE RECEIVED WRIT: 4/20/2009

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 2/22/2010

DETAILS

@ SERVED FEDERICK L. STCLAIR

DEPUTIES HAD SEVERAL UNSUCCESSFUL ATTEMPTS TO SERVE FEDERICK L. STCLAIR, AT 10 WOOD AVENUE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA.

4/22/2009 @ 11:50 AM SERVED TIMBERLAND FCU

SERVED TIMBERLAND FCU, GARNISHEE, BY HANDING TO ALISHA COWDER, TELLER, FOR TIMBERLAND FCU AT HER PLACE OF EMPLOYMENT TIMBER LAND FCU, 8764 CLEARFIELD CURWENSVILLE HWY, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

4/22/2009 @ 11:20 AM SERVED CNB BANK

SERVED CNB BANK, GARNISHEE BY HANDING TO CINDY PIERCE, RECEPTIONIST FOR CNB BANK AT HER PLACE OF EMPLOYMENT CNB BANK 1 S. 2ND STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

@ SERVED

NOW, FEBRUARY 22, 2010 RETURN WRIT AS TIME EXPIRED.

FILED
09:40 AM
FEB 22 2010

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20962
NO: 07-1612-CD

PLAINTIFF: CHASE BANK USA, N.A.

vs.

DEFENDANT: FEDERICK L. STCLAIR

Execution PERSONAL PROPERTY / INTERROGATORIES

SHERIFF RETURN

SHERIFF HAWKINS \$57.00

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

Chester Hawkins
by *Cynthia Butler-Angelard*
Chester A. Hawkins
Sheriff

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

CHASE BANK USA, N.A.
Plaintiff

vs.

Civil Action No. 07-1612-CD

FREDERICK L STCLAIR
Defendant

TIMBERLAND FCU
AND CNB BANK
Garnishee

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against: FREDERICK L STCLAIR Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his/her/their interest therein;
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of TIMBERLAND FCU AND CNB BANK, as garnishee, 712 RIVER RD, CLEARFIELD, PA 16830 AND 1 S 2ND ST, CLEARFIELD, PA 16830 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.
- (3) 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 sated

Amount due\$ 33248.51

Received this writ this 20th day of April A.D. 2009 At 3:00 A.M./P.M.

Costs to be added..... \$ _____
Prothonotary costs 130.00
Prothonotary

Chad A. Hawley
Scribbled by Christopher B. Burch affixed
DATED: 4/20/09
WWR#06039281

W.H. Chase
Deputy

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME FREDERICK L. STCLAIR

NO. 07-1612-CD

NOW, February 20, 2010, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Frederick L. Stclair to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	9.00	DEBT-AMOUNT DUE	31,646.26
MILEAGE		INTEREST @ %	0.00
LEVY		FROM TO	
MILEAGE		PROTH SATISFACTION	
POSTING		LATE CHARGES AND FEES	
HANDBILLS		COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE		ATTORNEY COMMISSION	
HANDBILLS		REFUND OF ADVANCE	
DISTRIBUTION		REFUND OF SURCHARGE	40.00
ADVERTISING		SATISFACTION FEE	
ADD'L SERVICE	18.00	ESCROW DEFICIENCY	
		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	1,602.25
ADD'L MILEAGE	10.00	MISCELLANEOUS	
ADD'L LEVY			
BID/ SETTLEMENT AMOUNT		TOTAL DEBT AND INTEREST	\$33,477.51
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
BILLING/PHONE/FAX	5.00	ADVERTISING	0.00
CONTINUED SALES		TAXES - COLLECTOR	
MISCELLANEOUS		TAXES - TAX CLAIM	
TOTAL SHERIFF COSTS	\$57.00	DUE	
		LIEN SEARCH	
		ACKNOWLEDGEMENT	
		SHERIFF COSTS	57.00
		LEGAL JOURNAL COSTS	0.00
		PROTHONOTARY	132.00
		MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		TOTAL COSTS	\$189.00
		TOTAL COSTS	\$33,477.51

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff