

07-2103-CD

LVNV Funding vs K. Clapsaddle

122234

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

LUNV Funding LLC  
(Plaintiff)

CIVIL ACTION

c/o 2417 Welsh Road Suite 21 #520

(Street Address)

Phila., PA 19114

(City, State ZIP)

No. 07-2103-CD

Type of Case: CIVIL

Type of Pleading: COMPLAINT

vs.

Filed on Behalf of:

KARI D CLAPSADDER  
(Defendant)

LUNV Funding LLC  
(Plaintiff/Defendant)

1888 River Rd.  
(Street Address)

CURWENSVILLE PA 16833  
(City, State ZIP)

David J. Apothaker, Esquire

(Filed by)

2417. Welsh Road Suite 21 #520

(Address) Phila., PA 19114

215-634-8920

(Phone)

**FILED** Att'y pd. 85.00

DEC 26 2007

William A. Shaw  
Prothonotary/Clerk of Courts

(Signature)

**CLEARFIELD COUNTY BAR ASSOCIATION**  
**Lawyer Referral and Information Service**  
**814-765-2641**

Attorneys for Plaintiff

Defendant.

1. Plaintiff, LVNV FUNDING, LLC, is a company with its principal place of business located at c/o Apothaker & Associates, P.C., 2417 Welsh Road, Suite 21 #520, Philadelphia, PA 19114.
2. Defendant is KARI D CLAPSADDLE, an adult individual residing at 1888 RIVER RD CURWENSVILLE, PA 16833.
3. At the special instance and request of Defendant, Plaintiff sold and delivered to Defendant goods and/or services at the times, of the kinds, in the quantities, and for the prices set forth in Plaintiff's records. A true and correct copy of which is attached hereto, incorporated herein by reference and designated Exhibit "A".
4. Defendant received and accepted the goods and/or services described in Exhibit "A".
5. The prices set forth in Exhibit "A" are the fair, reasonable and market prices for said goods and/or services, and the prices which Defendant agreed to pay.
6. All credits, if any, to which Defendant is entitled, are set forth in Exhibit "A".
7. In addition, Plaintiff avers that Defendant has failed and continues to fail to make any payments, leaving a balance due and owing of \$12,299.93.

8. Although demand has been made, Defendant has failed to make payment of the amount due as above.

9. The original creditor is SEARS.

WHEREFORE, Plaintiff demands judgment in favor of Plaintiff and against Defendant(s) for the sum of \$12,299.93 and requests this Court award Plaintiff attorney's fees and costs to the extent permitted by applicable law.

APOTHAKE & ASSOCIATES, P.C.  
Attorney for Plaintiff  
A Law Firm Engaged in Debt Collection

BY: \_\_\_\_\_


David J. Apothaker

Dated: 12/20/2007

Our File No.: 122234

**VERIFICATION**

David J. Apothaker, Esq. hereby states that I am counsel for plaintiff in this action, and that I am authorized to take this Verification, and that the statements made in the foregoing Civil Action Complaint are true and correct to the best of my knowledge, information, and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S.A. 4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, consisting of a large loop followed by a horizontal stroke that extends to the right.

---

David J. Apothaker  
Attorney for Plaintiff

DATE: 12/20/2007

LVNV FUNDING, LLC  
c/o Apothaker & Associates, P.C.  
2417 Welsh Road, Suite 21 #520  
Philadelphia, PA 19114

KARI D CLAPSADDLE  
1888 RIVER RD  
CURWENSVILLE, PA 16833

STATEMENT OF ACCOUNT

Debtor's Name:	KARI D CLAPSADDLE
Account Number:	5121071767844891
Original Creditor:	SEARS
Balance Due:	\$12,299.93

Our File No.: 122234

EXHIBIT "A"

67

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

LVM Funding LLC  
(Plaintiff)

CIVIL ACTION

2417 Welsh Road Suite 2150  
(Street Address)

No. 07-2103-CD

Phila, Pa 19114  
(City, State ZIP)

Type of Case: Civil

Type of Pleading: Complaint

VS.

Filed on Behalf of:

Kari D Crossadelle  
(Defendant)

Kari D Crossadelle  
(Plaintiff/Defendant)

1888 River Road  
(Street Address)

Cumruville PA 16837  
(City, State ZIP)

Kari D Crossadelle  
(Filed by)

1888 River Road  
(Address)  
Cumruville, PA 16833

814 236-0710  
(Phone)

**FILED**  
018:5234  
FEB 04 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Kari D Crossadelle  
(Signature)



Kari D Clapsaddle  
1888 River Road  
Curwensville, Pa 16833  
Defendant in Pro Per

Court of Common Pleas and Civil Division  
State of Pennsylvania, Clearfield County

LVNV Funding, LLC  
Plaintiff,

Cause/Case No. 07-2103-CD

Vs.

Kari D Clapsaddle  
Defendant(s),

### Motion to Compel Arbitration

Kari D Clapsaddle ("Defendant"), hereby answers the complaint of LVNV Funding, LLC ("Plaintiff") for it's self alone as follows and moves this court to bar, stay or dismiss Plaintiffs claim based on the following:

1. Plaintiff filed a complaint against the defendant(s) for a credit card balance due
2. Defendant moves this court to compel binding arbitration based on the Credit Card Agreement provided by the Plaintiff
  - 2a. The parties are bound by Credit Card Agreement to settle disputes by binding arbitration, not by litigation, upon the election of either party (See Credit Card Agreement, attached hereto as Exhibit A.). This Motion constitutes notice of election by the undersigned to have this dispute resolved by binding arbitration, as provided for in the Credit Card Agreement.
3. Plaintiff has never sought to take the defendant to arbitration
4. The Federal Arbitration Act ("FAA"), 9 USC. Section 1-2 provides:
  - a. "A written provision in any maritime transaction or a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such a contract or transaction, or the refusal to perform the whole or any part thereof, or an agreement in writing to submit to arbitration an existing controversy arising out of such a contract, transaction, or refusal, shall be valid, irrevocable and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract."
5. Defendant requests that pending the court's ruling on this Motion this action be stayed.
6. "FAA", 9 USC, Section 1-3 provides:
  - a. "if any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration under an agreement in writing for such arbitration, the court in which such suit is pending, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement, providing the applicant for the stay is not in default in proceeding with such arbitration."

WHEREFORE, Defendant requests that:

1. This honorable court stay the Plaintiffs complaint and any and all action related to this case.
2. This honorable court compel the Plaintiff to seek binding arbitration per the terms and conditions of the Credit Card Agreement.

Dated: 2-4-08

Defendant in Pro Per

Kari D Clapsaddle  
Kari D Clapsaddle

Kari D Clapsaddle  
1888 River Road  
Curwensville, Pa 16833  
Defendant in Pro Per

Court of Common Pleas and Civil Division  
State of Pennsylvania, Clearfield County

LVNV Funding, LLC  
Plaintiff,

Cause/Case No. 07-2103-CD

Vs.

Kari D Clapsaddle  
Defendant(s),

Order to Compel Arbitration

Now on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Court having considered Defendant's Motion to Stay and being fully advised in these premises finds Defendant's Motion should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, Defendant's Motion to Stay is granted. The Plaintiff shall initiate the arbitration and the parties shall arbitrate this dispute in accordance with the terms set forth in the credit card agreement.

IT IS FURTHER ORDERED that the Plaintiff shall provide this court with a report describing the status of arbitration every ninety (90) days until arbitration is complete.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Presiding Judge

Kari D Clapsaddle  
1888 River Road  
Curwensville, Pa 16833  
Defendant in Pro Per

Court of Common Pleas and Civil Division  
State of Pennsylvania, Clearfield County

LVNV Funding, LLC  
Plaintiff,

Cause/Case No. 07-2103-CD

Vs.

Kari D Clapsaddle  
Defendant(s),

### Summons Response

Kari D Clapsaddle ("Defendant"), hereby answers the complaint of LVNV Funding, LLC ("PLAINTIFF") for it's self alone as follows and generally denies the allegations of the complaint based on lack of information and belief.

### FIRST AFFIRMATIVE DEFENSE

I Kari D Clapsaddle ("Defendant") do acknowledge the fact that I owe a portion of the stated debt to the creditor. As credit cards were used for purchases the balance grew as did the overall interest rate. As a result monthly payments became difficult to make and excessive late fees and over-limit fees were applied. As this process continued the balance the card steadily increased along with the payment amount owed each month.

### SECOND AFFIRMATIVE DEFENSE

As I completed a college based program, I began to make daily purchases with a credit card. I have put myself through college to obtain a degree and am now repaying college loans. I also had the expense of traveling each and every day to complete the college program. As I completed the college program, I also held down a paying job. There were not sufficient funds to cover the costs of daily living expenses. As this occurred I turned to the use of credit cards to make those purchases. During the time in which I was searching for employment in the field which I had earned a degree in I also relied on credit cards to make daily need purchases. As time passed so did the basic daily needs and the use of credit cards became a pattern. As the needs continue to grow so did the balance due. The balance grew as well as the interest rate and the minimum monthly payments. Minimum monthly payments were not making a difference in the balance due. In making those monthly payments, there became even less remaining for the purchase of basic daily needs.

### THIRD AFFIRMATIVE DEFENSE

I Kari D Clapsaddle ("Defendant"), do have all intentions of resolving this debt. I am seeking the help of a debt settlement company to assist in repaying this debt. I have been enrolled with SDS West as of August 2006 to assist with this debt payoff.

WHEREFORE, Defendant request that:

1. Plaintiff takes nothing by way of his Complaint; and
2. For Defendant's costs of suit.

Dated: 2-4-08

Defendant in Pro Per

Kari D Clapsaddle  
Kari D Clapsaddle

Exhibit  
"A"**Important Sears Card® Credit Terms**

The information below indicates the costs associated with a Sears Card® account issued by Citibank (South Dakota), N.A.

CREDIT CARD DISCLOSURES	
Annual percentage rate (APR) for purchases	23.65% variable
Other APRs	Cash access APR: 24.65% variable.* Default APR: 28.65% variable. See explanation below.**
Variable rate information	Your APRs may vary. The rate for purchases is determined for each billing cycle by adding 17.15% to the U.S. Prime Rate.*** The cash access rate equals the U.S. Prime Rate*** plus 18.15%. The default rate equals the U.S. Prime Rate plus 22.15%.****
Grace period for repayment of balances for purchases	Not less than 20 days if you pay your total new balance in full each billing cycle by the due date.
Method of computing the balance for purchases	Average daily balance (including new purchases)
Annual fees	None.
Minimum finance charge	\$1.00
Transaction fee for cash access and balance transfers :	3% of the amount of each cash access or balance transfer transaction, \$5 minimum.
Late payment fee:	\$15 on balances up to \$50, \$29 on balances of \$50 up to \$1000, and \$35 on balances of \$1000 and over.

\* Cash access is not a feature on all accounts. We will notify you separately if your account has a cash access feature.

\*\* All your APRs may automatically increase up to the Default APR if you default under any Card Agreement that you have with us because you fail to make a payment to us when due, you exceed your credit line, or you make a payment to us that is not honored.

\*\*\* For each billing cycle we use the U.S. Prime Rate published in *The Wall Street Journal* two business days prior to the Billing Cycle Closing Date for that billing cycle.

\*\*\*\* Factors considered in determining your Default APR may include how long your account has been open, the timing or seriousness of a default, or other indications of account performance.

We allocate your payments and credits in a way that is most favorable or convenient for us, which may include allocating such payments and credits to pay off low APR balances before higher APR balances and allocating payments or credits to pay off longer promotional period balances before shorter promotional period balances.

**Rates, fees, and terms may change:** We have the right to change the rates, fees, and terms at any time, for any reason, in accordance with the cardmember agreement and applicable law. These reasons may be based on information in your credit report, such as your failure to make payments to another creditor when due, amounts owed to other creditors, the number of credit accounts outstanding, or the number of credit inquiries. These reasons may also include competitive or market-related factors. If we make a change for any of these reasons, you will receive advance notice and a right to opt out in accordance with applicable law.

**TERMS AND CONDITIONS OF OFFER**

- This offer is only valid for new accounts. You must be at least 18 years of age. If you are married, you may apply for a separate account. Citibank (South Dakota), N.A. ("we" or "us") is the issuer of your Sears Card® account.
- Federal law requires us to obtain, verify and record information that identifies each person who opens an account, in order to help the government fight the funding of terrorism and money laundering activities. To process the application, we must have your name, street address, date of birth and other identifying information, and we may ask for identifying documents from you as well.

- We may gather information about you, including from your employer, your bank, credit bureaus, and others, to verify your identity and determine your eligibility for credit, renewal of credit, and future extensions of credit. If you ask us, we will tell you whether or not we requested a credit bureau report, and the names and addresses of any credit bureaus that provided us with such reports.
- To receive a Sears Card®, you must meet our credit qualification criteria. Your credit limit will be determined by a review of your credit report. You will be informed of the amount of your credit line when you receive your card. Please note that cash access transactions may be limited to a portion of your credit line.
- Please see the Initial Disclosure Statement above for important additional information. If you are approved for credit, you will receive a cardmember agreement ("Card Agreement") with your card(s). The Card Agreement will be binding on you unless you cancel your account within 30 days after receiving your card and you have not used or authorized use of your account.
- You authorize us to share with Sears Holdings Corporation and its affiliates experiential and transactional information regarding you and your account.

### Sears Card®

#### Initial Disclosure Statement

Please read this Initial Disclosure Statement ("Statement") and keep it for your records. If you are approved for credit, you will receive a Card Agreement with your card. This Statement includes the Credit Card Disclosures contained in the accompanying promotional offer ("Credit Card Disclosures").

#### Definitions

**account:** the relationship that is established between you and us by the Card Agreement if you are approved for credit.

**APR:** annual percentage rate.

**card:** one or more cards or other account access devices, including account numbers, that we issue to you to obtain credit under this Statement or the Card Agreement.

**Card Agreement (or Agreement):** the agreement that will be your contract with us and govern the use of your card and account if you are approved for credit.

**External purchase:** any purchase involving a non-Sears entity. Balance transfers will be treated as External purchases unless otherwise provided in this Agreement.

**Sears:** Sears Holdings Corporation and its participating affiliates, subsidiaries and licensees.

**Sears purchase:** any purchase involving a Sears entity.

**we, us, and our:** Citibank (South Dakota) N.A., the issuer of the account.

**you, your, and yours:** Each person who applies to open the account and any other person responsible for complying with this Statement or the Card Agreement, including the person to whom we address account statements.

#### APRs

**APRs Based on Prime:** We calculate any APR based on the U.S. Prime Rate ("Prime Rate") by adding the applicable amount to the Prime Rate. For each billing cycle we use the Prime Rate published in *The Wall Street Journal* two business days prior to the Billing Cycle Closing Date for that billing cycle. If *The Wall Street Journal* does not publish the Prime Rate, we may substitute a similar published rate. A change in an APR due to a change in the Prime Rate takes effect as of the first day of the billing cycle for which we calculate the APR. We apply the new applicable APR to any existing balances, subject to any promotional rate that may apply.

**APR for Purchases:** The APR for regular Sears and regular External purchases equals the Prime Rate plus 17.15%. As of January 21, 2008, the **ANNUAL PERCENTAGE RATE** for regular Sears and regular External purchases is 23.65%, which corresponds to a daily periodic rate of 0.0648%.

**APR for Cash Access:** The APR for cash access equals the Prime Rate plus 18.15%. As of January 21, 2008, the **ANNUAL PERCENTAGE RATE** for cash access is 24.65%, which corresponds to a daily periodic rate of 0.0676%.

**Promotional APR for Purchases:** Subject to the terms of the Credit Card Disclosures, a promotional APR will apply to purchases on your account. The promotional **ANNUAL PERCENTAGE** for Sears and external purchases is 0.00% (corresponding to a daily periodic rate of 0.0000%). After the applicable time period stated in this offer expires, the APRs in the section entitled "APR for Purchases" will apply to any existing balances.

**Default Rate:** All your APRs may increase if you default under any cardmember agreement that you have with us because you fail to make a payment to us when due, you exceed your credit line, or you make a payment to us that is not honored. In these circumstances, we may automatically increase your APRs (including any promotional APRs) on all balances to the Default APR, which equals the Prime Rate plus up to 22.15%. As of January 21, 2008, the maximum Default **ANNUAL PERCENTAGE RATE** currently in effect is 28.65%, which corresponds to a daily periodic rate of 0.0785%. Factors considered in determining your Default APR may include how long your account has been open, the timing or seriousness of a default under any Card Agreement that you have with us, or other indications of account performance. The Default APR takes effect on all balances (including any promotional balances) as of the first day of the billing cycle in which you default. We may lower the APR for new and existing purchases and cash access transactions if you meet the terms of all Card Agreements that you have with us for six consecutive billing cycles.

**Effect of APR Increases:** If an APR increases, periodic finance charges increase and your minimum payment may increase.

#### Promotions

At our discretion, we may offer you promotional terms for all or a part of any balances. The period of time for which a promotion applies may be limited. Any promotion will be subject to the terms of the offer and the Agreement. Promotional offers may include the No Interest, Deferred Interest, and Deferred Payment offers described below.

**No Interest.** A promotional **ANNUAL PERCENTAGE RATE** of 0%, which corresponds to a daily periodic rate of 0%, applies to this balance during the promotional period, subject to the application of the Default APR. If no minimum payments are required on this balance during the promotional period, or if separate minimum payments are required during the promotional period, the promotional offer will specify that. The promotional offer will terminate if, at any time during the promotional period, any minimum payment remains unpaid by the payment due date that immediately follows the original payment due date for that payment.

**Deferred Interest.** No finance charges will be imposed on this balance if you pay this balance in full within the promotional period. If you do not pay the balance in full prior to the expiration of the promotional period, or if the promotional offer is otherwise terminated, finance charges on this balance will be imposed from the date of purchase until the balance is paid in full. The promotional offer will terminate if, at any time during the promotional period, any minimum payment remains unpaid by the payment due date that immediately follows the original payment due date for that payment. If no minimum payments are required on this balance during the promotional period, or if separate minimum payments are required during the promotional period, the promotional offer will specify that.

**Deferred Payments.** Finance charges are assessed and imposed on this balance during the promotional period. No minimum payments are required on this balance during the promotional period. The promotional offer will terminate if, at any time during the promotional period, any minimum payment remains unpaid by the payment due date that immediately follows the original payment due date for that payment.

#### Periodic Finance Charges Based On APRs

**How We Determine the Balance:** The total amount you owe us appears as the "Account Balance" on the account statement. To determine the Account Balance, we begin with the total balance at the start of the billing cycle. We add any purchases or cash access transactions and subtract any credits or payments credited as of that billing cycle. We then add any periodic finance charges or fees and make other adjustments.

**Periodic Finance Charges:** Periodic finance charges are finance charges that are added to your account when we apply the applicable APR to the balances on your account. We calculate periodic finance charges separately for each balance subject to different terms, for example, regular Sears purchases, regular External purchases,

Old Balances, cash access transactions, and transactions subject to promotional rates. However, the periodic rate finance charges for each transaction subject to a No Interest or Deferred Interest offer will be calculated separately even if it has the same terms as another transaction subject to a No Interest or Deferred Interest offer. For periodic rate finance charge calculation purposes, Deferred Payments balances are treated like regular Sears purchases unless otherwise specified in connection with a particular promotional offer.

**When Periodic Finance Charges Begin to Accrue:** Periodic finance charges begin to accrue on a charge from the date it is added to the daily balance and continue to accrue until payment in full is credited to your account. (Charges include purchases, balance transfers, cash access transactions, transaction fees, other fees, and any minimum finance charge.) You can avoid periodic finance charges on purchases (excluding balance transfers) that appear on your current account statement if you paid the Account Balance on the last statement, less any No Interest or Deferred Interest balances that expire after the payment due date, by the payment due date on that statement and you pay your Account Balance, less any No Interest or Deferred Interest balances that expire after the payment due date, by the payment due date on your current statement. If you made a balance transfer, you may be unable to avoid periodic finance charges on new purchases, as described in the balance transfer offer.

#### Calculation of Periodic Finance Charges:

- For each balance, we multiply the daily balance by the applicable daily periodic rate. We do this for each day in the billing cycle. A daily periodic rate is the applicable APR divided by 365. A billing cycle begins on the day after the Billing Cycle Closing Date of the previous billing cycle and includes the Billing Cycle Closing Date of the current billing cycle. The number of days in the billing cycle may vary.
- To get the daily balance, we take the beginning balance for each balance every day (including unpaid periodic finance charges from previous billing cycles), add any new charges, and any periodic finance charge on the previous day's balance, subtract any credits or payments credited as of that day, and make other adjustments. A credit balance is treated as a balance of zero. This method of calculating the daily balance results in daily compounding of finance charges.
- We add a charge to the appropriate daily balance as of the Transaction Date on the account statement. For a balance transfer or cash access transaction, the Transaction Date is the date we receive your request for the balance transfer or cash access transaction including a request that we complete a balance transfer or cash access transaction convenience check for a specific amount. If you send a balance transfer or convenience check directly to someone, the Transaction Date is the date we receive the check for payment. We add any transaction fees for purchases, balance transfers, or cash access transactions to the same balance as the transaction as of the same date the transaction is added to the daily balance. Credit protection fees, late payment fees, returned payment fees, any other fees, and insurance charges are added to the daily balance for regular Sears purchases. Balance transfers at a promotional APR are included in the daily balance for regular External purchases on the day after the promotional period expires.
- For each balance, we add up the periodic finance charges on that balance for each day in the billing cycle. You authorize us to round the periodic finance charge on each balance to the nearest cent. The total periodic finance charge equals the total of the rounded sums for all balances.
- For each balance, the balance subject to finance charge on the statement is the average of the daily balances during the billing cycle. If you multiply this figure for each balance by the number of days in the billing cycle and by the applicable daily periodic rate, the result is the periodic finance charges assessed for that balance, except for minor variations caused by rounding.

**Minimum Finance Charge:** If periodic rate finance charge would otherwise be less than \$1.00, we assess a minimum **FINANCE CHARGE** of \$1.00. We add the amount to the balance that is assessed a finance charge.

#### Transaction Fees

**Transaction Fee for Balance Transfers:** For each balance transfer, we add a balance transfer fee, which is an additional **FINANCE CHARGE** of 3.00% of the amount of the balance transfer, but not less than \$0. You engage in a balance transfer if you obtain funds through a convenience check that has been identified in writing by us as a means of engaging in a balance transfer, or transfer a balance without using a convenience check.

**Transaction Fee for Cash Access:** For each cash access transaction, we add a cash access fee, which is an additional **FINANCE CHARGE** of 3.00% of the amount of the cash access transaction, but not less than \$0. You engage in a cash access transaction if you obtain funds through an automated teller machine (ATM), home banking, financial institution, or convenience check that has been identified in writing by us as a means of engaging in a cash access transaction; make a wire transfer; obtain a money order, traveler's check, lottery ticket, casino chip, or similar item; or engage in a similar transaction.

### Other Fees

**Late Payment Fee:** We add a late payment fee to the regular Sears purchase balance for each billing cycle you fail to pay, by its due date, the Total Minimum Due. This fee is based on your account balance at the time the late payment fee is added. It is: \$15 on balances up to \$50, \$29 on balances of \$50 up to \$1000, and \$35 on balances of \$1000 and over.

**Returned Payment Fee:** We add a \$25 fee to the regular Sears purchase balance if a payment check or similar instrument is not honored or is returned because it cannot be processed, or if an automatic debit is returned unpaid. We assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission.

**Returned Convenience Check:** We add a \$25 fee to the regular Sears purchase balance if we decline to honor a convenience check. We may decline to honor these checks if, for example, the amount of the check would cause the balance to exceed the cash access line or credit line, if you default, if you did not comply with our instructions regarding the check, or if your account has been closed.

**Stop Payment on Convenience Check Fee:** We add a \$25 fee to the regular Sears purchase balance if we honor your request to stop payment on a convenience check. To stop payment on a convenience check write us at P.O. Box 6923, The Lakes, NV 88901 or call the Customer Service number on the account statement. If you call, you must confirm the call in writing within 14 days. A written stop payment order remains in effect for 6 months unless renewed in writing.

### Information on Foreign Currency Conversion Procedures

If you make a transaction in a foreign currency, Sears or one of its affiliates converts the amount into U.S. dollars. Sears and its affiliates comply with their foreign currency conversion procedures. Those procedures currently in effect are described in the Card Agreement.

### ~~Arbitration~~

The Card Agreement that you will receive with your card if you are approved for credit provides that disputes are subject to binding arbitration. Arbitration replaces the right to go to court, including the right to a jury and the right to participate in a class action or similar proceeding. Please read the "Arbitration" provision of the Card Agreement carefully.

### ***What To Do If There's An Error In Your Bill. 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 account statement is wrong, or if you need more information about a transaction on your account statement, write to us (on a separate sheet) as soon as possible at the address provided in the Billing Rights Summary portion on the back of your account statement. We must hear from you no later than 60 days after we sent you the first account statement 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.
- Please sign your letter.

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 you must tell 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 your account statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report your account 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 balance that are not in question.

If we find that we made a mistake on your account statement, 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 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 and address of anyone to whom we reported your account information. We must tell anyone we report you to that the matter has been settled between us when it is finally settled.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your account statement was correct.

***Special Rule for Credit Card Purchases.***

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

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current address; and
- The purchase price must have been more than \$50.

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

[Close](#)

Our file No.: 122234  
APOTHAKE & ASSOCIATES, P.C.  
2417 Welsh Road, Suite 21 #520  
Philadelphia, PA 19114  
(215) 634-8920  
Attorneys for Plaintiff  
Kimberly F. Scian, Esquire  
Attorney ID #55140

FILED

APR 04 2008

William A. Shaw  
Prothonotary/Clerk of Courts

LVNV FUNDING, LLC

Plaintiff,

vs.

KARI D CLAPSADDLE

Defendant.

) COURT OF COMMON PLEAS OF  
) CLEARFIELD COUNTY  
)  
)  
)  
) NO.: 07-2103-CD  
)  
) Civil Action  
)

**MOTION FOR SUMMARY JUDGMENT**

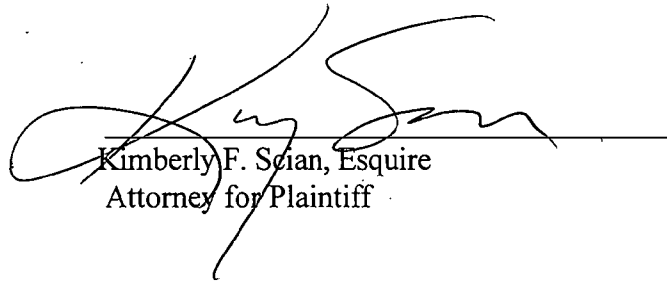
Plaintiff, LVNV FUNDING, LLC, respectfully requests that the Court enter an Order granting Summary Judgment in its favor in the above captioned matter for the following reasons:

1. There are no genuine issues of material fact to be decided.
2. Defendants filed an answer on or about February 12, 2008 a copy of which is attached hereto as Exhibit A and incorporated by reference herein, wherein she admits that she owes a debt to the plaintiff.
3. Plaintiff has provided an affidavit that defendant is in default and set forth the amount owed by the defendant.
4. Defendant has failed to sustain her burden of presenting facts which contradict the averments in Plaintiff's complaint, nor has she offered any legal defense to same.

5. Plaintiff has clearly demonstrated that there are no genuine issues of triable fact in this matter.

WHEREFORE, Plaintiff respectfully requests that judgment be entered in its favor for the amount due with interest and costs as prayed for in the Complaint.

Respectfully Submitted,



Kimberly F. Scian, Esquire  
Attorney for Plaintiff

Dated: 3/31/2008

Our file No.: 122234  
APOTHAKE & ASSOCIATES, P.C.  
2417 Welsh Road, Suite 21 #520  
Philadelphia, PA 19114  
(215) 634-8920  
Attorneys for Plaintiff  
Kimberly F. Scian, Esquire  
Attorney ID #55140

LVNV FUNDING, LLC

Plaintiff,

vs.

KARI D CLAPSADDLE

Defendant.

) COURT OF COMMON PLEAS OF  
) CLEARFIELD COUNTY  
)  
)  
)  
) NO.: 07-2103-CD  
)  
) Civil Action  
)

**CERTIFICATION OF SERVICE**

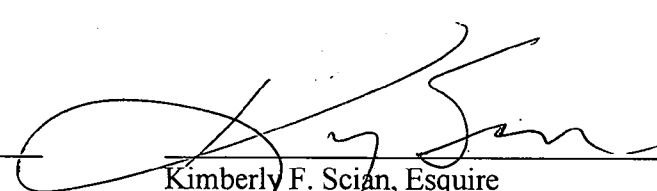
I hereby certify that a true and correct copy of the foregoing Plaintiff's Motion for Summary Judgment, Brief in support thereof and Motion Court Cover Sheet was served by regular mail on defendant at the address listed below:

KARI D CLAPSADDLE  
1888 RIVER RD  
CURWENSVILLE, PA 16833

Date:

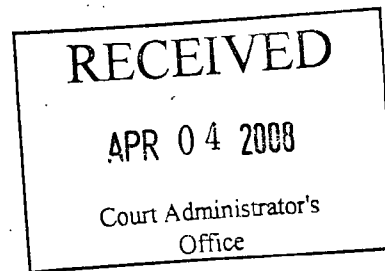
4/02/08

~~3/31/08~~

  
\_\_\_\_\_  
Kimberly F. Scian, Esquire  
Attorney for Plaintiff

Dated: 3/31/2008

Our file No.: 122234  
APOTHAKE & ASSOCIATES, P.C.  
2417 Welsh Road, Suite 21 #520  
Philadelphia, PA 19114  
(215) 634-8920  
Attorneys for Plaintiff  
Kimberly F. Scian, Esquire  
Attorney ID #55140



---

LVNV FUNDING, LLC

Plaintiff,

vs.

KARI D CLAPSADDLE

Defendant.

---

) COURT OF COMMON PLEAS OF  
) CLEARFIELD COUNTY  
)  
)  
)  
) NO.: 07-2103-CD  
)  
) Civil Action  
)

PLAINTIFF'S BRIEF IN SUPPORT  
OF ITS MOTION FOR SUMMARY JUDGMENT

Facts

Plaintiff is a credit card company. Plaintiff extends credit for purchases made by customers who assent to a credit agreement. In the agreement, Plaintiff promises to extend a line of credit to the customer in consideration of the customer's promise to repay in full the outstanding balance due plus interest incurred. Defendant, KARI D CLAPSADDLE, entered into a credit agreement with the Plaintiff. Defendant purchased goods pursuant to the credit agreement. On January 06, 2006 the outstanding balance due and owing the Plaintiff was \$12046.46 together with interest of \$ 455.46. As Defendant has failed to make payments in accordance with the credit agreement on the outstanding balance, the Defendant has breached his contractual duty and is liable for the full amount due as well as reasonable attorney's fees as provided for in the credit agreement. Plaintiff filed a complaint on or about December 20, 2007. Defendant filed his answer on or about February 12, 2008 wherein he admits that he owes a debt

to the plaintiff. As there exists no genuine issue of material fact to be decided, Plaintiff is entitled to a summary judgment.

#### Argument

Summary judgment for plaintiff is appropriate on the record before this court. Pennsylvania Rule of Civil Procedure 1035.2 states that a motion for summary judgment may only be granted when there is no genuine issue of material fact as to a necessary element of the cause of action or defense which could be established by additional discovery or expert report .....42 Pa. C.S.A. 1035.2(1). A material fact for motion on summary judgment, is one that directly effects the outcome of the case. *Fortney v. Callenberger*, 801 A. 2d 594, Super. 2002. Application of this rule has held that summary judgment may be granted only in those cases where the right to summary judgment is clear and free from doubt. *Laich v. Bracey*, 776 A. 2d 1022, Cmnwlth. 2001. A motion for summary judgment shall be granted if the documents of record show there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. *Pa.R.C.P. 1035(b)*; *Allen v. Merriweather*, 413 Pa. Super. 410, 411, 605 A.2d 424 (1992); *Beasel v. New Blvd. Baking Co. Inc.*, 410 Pa. Super. 591, 593, 600 A.2d 610 (1991). Summary judgment may be entered prior to the completion of discovery in matters where additional discovery would not aid in the establishment of any material fact. *Gatling v. EatonCorp.*, A. 2d, Super. 2002.

The moving party bears the burden of demonstrating clearly that there is no genuine issue of triable fact. *Driscoll v. Carpenters District Council of Western Pennsylvania*, 370 Pa. Super. 295, 536 A.2D 412 (1988); *affirmed*, 525 Pa. 205, 579 A.2d 863 (1991); *Allen*, 413 Pa. Super. at 411; *Beasel*, 410 Pa. Super. at 594; *Hower v. Whitmark Assoc.*, 371 Pa. Super 443, 381 A.2d 524 (1988). In response, the nonmoving party may not rest upon the pleadings, but

must set forth specific facts controverting the movant's case. *Pa.R.C.P. 1035.3. Phaff v. Gerner*, 451 Pa. 146, 303 A.2d 826 (1973). A review of the pleadings as a whole in the instant case reveals that Defendant has failed to sustain their burden of presenting facts which contradict the elements of Plaintiff's claim.

#### Conclusion

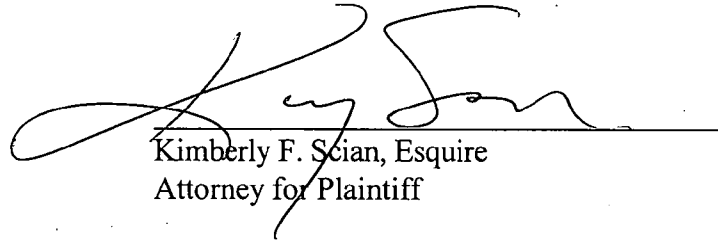
The purpose of the summary judgment procedure is to prevent vexation and delay, improve the machinery of justice, promote the expeditious disposition of cases and avoid unnecessary trials when no genuine issue of material fact is raised.

In making its determination, the Court must accept as true all properly pleaded facts, as well as all reasonable inferences which might be drawn therefrom. *Thompson v Nason*, 379 Pa. Super. 115, 535 A.2d 1177 (1988), affirmed, 527 Pa. 330, 591 A. 2d 703 (1991). The Court must restrict its review to material filed in support of and in opposition to the motion for summary judgment, and to uncontroverted allegations in the pleadings. *Pa.R.C.P.1035. Overly v. Kass*, 382 Pa. Super. 108, 545 A 2d 970 (1989).

Plaintiff submits that is has demonstrated sufficient facts to warrant summary judgment in its favor. Plaintiff has provided an affidavit that Defendant is in default and set forth the amount owed by defendant. Defendant admits in her answer that she owes a debt to the plaintiff. Therefore, plaintiff maintains that it has produced sufficient evidence to establish that there is no genuine issue of material fact to be decided. Once Plaintiff has satisfied its burden, Defendant has a responsibility to demonstrate facts which would create a genuine issue for trial. *Phaff, supra*. Defendant has failed to sustain his burden of presenting facts which would contradict the elements of Plaintiffs claim.

WHEREFORE, Plaintiff respectfully requests that a judgment be entered in its favor for the amount due with interest and costs as prayed for in the Complaint.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kimberly F. Scian', is written over a horizontal line. The signature is fluid and cursive, with a large initial 'K' and a long, sweeping underline.

Kimberly F. Scian, Esquire  
Attorney for Plaintiff

Dated: 3/31/2008



122234-6

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

LRMR Funding LLC  
(Plaintiff)

CIVIL ACTION

2417 Welsh Road Suite 21520  
(Street Address)

No. 07-2103-CD

Phila, Pa 19114  
(City, State ZIP)

Type of Case: Civil

Type of Pleading: Complaint

vs.

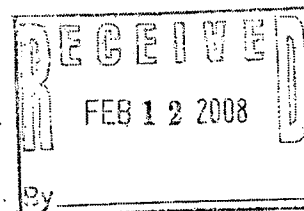
Filed on Behalf of:

Kari D Chpsardle  
(Defendant)

Kari D Chpsardle  
(Plaintiff/Defendant)

1888 River Road  
(Street Address)

Clarksburg PA 16837  
(City, State ZIP)



Kari D Chpsardle  
(Filed by)

1888 River Road  
(Address)  
Clarksburg PA 16837

814 236-0740  
(Phone)

Kari D Chpsardle  
(Signature)

Kari D Clapsaddle  
1888 River Road  
Curwensville, Pa 16833  
Defendant in Pro Per

Court of Common Pleas and Civil Division  
State of Pennsylvania, Clearfield County

LVNV Funding, LLC  
Plaintiff,

Cause/Case No. 07-2103-CD

Vs.

Kari D Clapsaddle  
Defendant(s).

### Motion to Compel Arbitration

Kari D Clapsaddle ("Defendant"), hereby answers the complaint of LVNV Funding, LLC ("Plaintiff") for it's self alone as follows and moves this court to bar, stay or dismiss Plaintiffs claim based on the following:

1. Plaintiff filed a complaint against the defendant(s) for a credit card balance due
2. Defendant moves this court to compel binding arbitration based on the Credit Card Agreement provided by the Plaintiff
  - 2a. The parties are bound by Credit Card Agreement to settle disputes by binding arbitration, not by litigation, upon the election of either party (See Credit Card Agreement, attached hereto as Exhibit A.). This Motion constitutes notice of election by the undersigned to have this dispute resolved by binding arbitration, as provided for in the Credit Card Agreement.
3. Plaintiff has never sought to take the defendant to arbitration
4. The Federal Arbitration Act ("FAA"), 9 USC. Section 1-2 provides:
  - a. "A written provision in any maritime transaction or a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such a contract or transaction, or the refusal to perform the whole or any part thereof, or an agreement in writing to submit to arbitration an existing controversy arising out of such a contract, transaction, or refusal, shall be valid, irrevocable and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract."
5. Defendant requests that pending the court's ruling on this Motion this action be stayed.
6. "FAA", 9 USC, Section 1-3 provides:
  - a. "if any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration under an agreement in writing for such arbitration, the court in which such suit is pending, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement, providing the applicant for the stay is not in default in proceeding with such arbitration."

WHEREFORE, Defendant requests that:

1. This honorable court stay the Plaintiffs complaint and any and all action related to this case.
2. This honorable court compel the Plaintiff to seek binding arbitration per the terms and conditions of the Credit Card Agreement.

Dated: 8-4-08

Defendant in Pro Per

Kari D Clapsaddle  
Kari D Clapsaddle

Kari D Clapsaddle  
1888 River Road  
Curwensville, Pa 16833  
Defendant in Pro Per

Court of Common Pleas and Civil Division  
State of Pennsylvania, Clearfield County

LVNV Funding, LLC  
Plaintiff,

Cause/Case No. 07-2103-CD

Vs.

Kari D Clapsaddle  
Defendant(s),

Order to Compel Arbitration

Now on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Court having considered Defendant's Motion to Stay and being fully advised in these premises finds Defendant's Motion should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, Defendant's Motion to Stay is granted. The Plaintiff shall initiate the arbitration and the parties shall arbitrate this dispute in accordance with the terms set forth in the credit card agreement.

IT IS FURTHER ORDERED that the Plaintiff shall provide this court with a report describing the status of arbitration every ninety (90) days until arbitration is complete.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Presiding Judge

Kari D Clapsaddle  
1888 River Road  
Curwensville, Pa 16833  
Defendant in Pro Per

Court of Common Pleas and Civil Division  
State of Pennsylvania, Clearfield County

LVNV Funding, LLC  
Plaintiff,

Cause/Case No. 07-2103-CD

Vs.

Kari D Clapsaddle  
Defendant(s),

### Summons Response

Kari D Clapsaddle ("Defendant"), hereby answers the complaint of LVNV Funding, LLC ("PLAINTIFF") for it's self alone as follows and generally denies the allegations of the complaint based on lack of information and belief.

### FIRST AFFIRMATIVE DEFENSE

I Kari D Clapsaddle ("Defendant") do acknowledge the fact that I owe a portion of the stated debt to the creditor. As credit cards were used for purchases the balance grew as did the overall interest rate. As a result monthly payments became difficult to make and excessive late fees and over-limit fees were applied. As this process continued the balance the card steadily increased along with the payment amount owed each month.

### SECOND AFFIRMATIVE DEFENSE

As I completed a college based program, I began to make daily purchases with a credit card. I have put myself through college to obtain a degree and am now repaying college loans. I also had the expense of traveling each and every day to complete the college program. As I completed the college program, I also held down a paying job. There were not sufficient funds to cover the costs of daily living expenses. As this occurred I turned to the use of credit cards to make those purchases. During the time in which I was searching for employment in the field which I had earned a degree in I also relied on credit cards to make daily need purchases. As time passed so did the basic daily needs and the use of credit cards became a pattern. As the needs continue to grow so did the balance due. The balance grew as well as the interest rate and the minimum monthly payments. Minimum monthly payments were not making a difference in the balance due. In making those monthly payments, there became even less remaining for the purchase of basic daily needs.

### THIRD AFFIRMATIVE DEFENSE

I Kari D Clapsaddle ("Defendant"), do have all intentions of resolving this debt. I am seeking the help of a debt settlement company to assist in repaying this debt. I have been enrolled with SDS West as of August 2006 to assist with this debt payoff.

WHEREFORE, Defendant request that:

1. Plaintiff takes nothing by way of his Complaint; and
2. For Defendant's costs of suit.

Dated: 2-4-08

Defendant in Pro Per

Kari D Clapsaddle  
Kari D Clapsaddle

Exhibit  
"A"**Important Sears Card® Credit Terms**

The information below indicates the costs associated with a Sears Card® account issued by Citibank (South Dakota), N.A.

CREDIT CARD DISCLOSURES	
Annual percentage rate (APR) for purchases	23.65% variable
Other APRs	Cash access APR: 24.65% variable.* Default APR: 28.65% variable. See explanation below.**
Variable rate information	Your APRs may vary. The rate for purchases is determined for each billing cycle by adding 17.15% to the U.S. Prime Rate.*** The cash access rate equals the U.S. Prime Rate*** plus 18.15%. The default rate equals the U.S. Prime Rate plus 22.15%.****
Grace period for repayment of balances for purchases	Not less than 20 days if you pay your total new balance in full each billing cycle by the due date.
Method of computing the balance for purchases	Average daily balance (including new purchases)
Annual fees	None.
Minimum finance charge	\$1.00
Transaction fee for cash access and balance transfers :	3% of the amount of each cash access or balance transfer transaction, \$5 minimum.
Late payment fee:	\$15 on balances up to \$50, \$29 on balances of \$50 up to \$1000, and \$35 on balances of \$1000 and over.

\* Cash access is not a feature on all accounts. We will notify you separately if your account has a cash access feature.

\*\* All your APRs may automatically increase up to the Default APR if you default under any Card Agreement that you have with us because you fail to make a payment to us when due, you exceed your credit line, or you make a payment to us that is not honored.

\*\*\* For each billing cycle we use the U.S. Prime Rate published in *The Wall Street Journal* two business days prior to the Billing Cycle Closing Date for that billing cycle.

\*\*\*\* Factors considered in determining your Default APR may include how long your account has been open, the timing or seriousness of a default, or other indications of account performance.

We allocate your payments and credits in a way that is most favorable or convenient for us, which may include allocating such payments and credits to pay off low APR balances before higher APR balances and allocating payments or credits to pay off longer promotional period balances before shorter promotional period balances.

**Rates, fees, and terms may change:** We have the right to change the rates, fees, and terms at any time, for any reason, in accordance with the cardmember agreement and applicable law. These reasons may be based on information in your credit report, such as your failure to make payments to another creditor when due, amounts owed to other creditors, the number of credit accounts outstanding, or the number of credit inquiries. These reasons may also include competitive or market-related factors. If we make a change for any of these reasons, you will receive advance notice and a right to opt out in accordance with applicable law.

**TERMS AND CONDITIONS OF OFFER**

- This offer is only valid for new accounts. You must be at least 18 years of age. If you are married, you may apply for a separate account. Citibank (South Dakota), N.A. ("we" or "us") is the issuer of your Sears Card® account.
- Federal law requires us to obtain, verify and record information that identifies each person who opens an account, in order to help the government fight the funding of terrorism and money laundering activities. To process the application, we must have your name, street address, date of birth and other identifying information, and we may ask for identifying documents from you as well.

### Other Fees

**Late Payment Fee:** We add a late payment fee to the regular Sears purchase balance for each billing cycle you fail to pay, by its due date, the Total Minimum Due. This fee is based on your account balance at the time the late payment fee is added. It is: \$15 on balances up to \$50, \$29 on balances of \$50 up to \$1000, and \$35 on balances of \$1000 and over.

**Returned Payment Fee:** We add a \$25 fee to the regular Sears purchase balance if a payment check or similar instrument is not honored or is returned because it cannot be processed, or if an automatic debit is returned unpaid. We assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission.

**Returned Convenience Check:** We add a \$25 fee to the regular Sears purchase balance if we decline to honor a convenience check. We may decline to honor these checks if, for example, the amount of the check would cause the balance to exceed the cash access line or credit line, if you default, if you did not comply with our instructions regarding the check, or if your account has been closed.

**Stop Payment on Convenience Check Fee:** We add a \$25 fee to the regular Sears purchase balance if we honor your request to stop payment on a convenience check. To stop payment on a convenience check write us at P.O. Box 6923, The Lakes, NV 88901 or call the Customer Service number on the account statement. If you call, you must confirm the call in writing within 14 days. A written stop payment order remains in effect for 6 months unless renewed in writing.

### Information on Foreign Currency Conversion Procedures

If you make a transaction in a foreign currency, Sears or one of its affiliates converts the amount into U.S. dollars. Sears and its affiliates comply with their foreign currency conversion procedures. Those procedures currently in effect are described in the Card Agreement.

### Arbitration

The Card Agreement that you will receive with your card if you are approved for credit provides that disputes are subject to binding arbitration. Arbitration replaces the right to go to court, including the right to a jury and the right to participate in a class action or similar proceeding. Please read the "Arbitration" provision of the Card Agreement carefully.

### ***What To Do If There's An Error In Your Bill. 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 account statement is wrong, or if you need more information about a transaction on your account statement, write to us (on a separate sheet) as soon as possible at the address provided in the Billing Rights Summary portion on the back of your account statement. We must hear from you no later than 60 days after we sent you the first account statement 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.
- Please sign your letter.

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 you must tell us at least three business days before the automatic payment is scheduled to occur.

VA

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

LUNV FUNDING, LLC,  
Plaintiff

\*

vs

KARI D. CLAPSADDLE,  
Defendant

\*

\*

\*

\*

NO. 07-2103-CD

**ORDER**

NOW, this 9<sup>th</sup> day of April, 2008, the Court upon consideration of the Plaintiff's Motion for Summary Judgment; it is the ORDER of this Court that argument on said Motion be and is hereby scheduled for the 14<sup>th</sup> day of May, 2008 at 3:00pm in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

Thirty minutes has been reserved for this proceeding.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

**FILED**

APR 09 2008

William A. Shaw  
Prothonotary/Clerk of Courts

acc Atty Scian  
1888 River Road  
Clearsville, PA

110833

(62)

FILED

APR 09 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 4/9/08

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☒ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:



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

LUNV FUNDING, LLC,	*	
Plaintiff		*
	VS	*
KARI D. CLAPSADDLE,		*
Defendant		*

NO. 07-2103-CD

**ORDER**

NOW, this 9<sup>th</sup> day of April, 2008, the Court upon consideration of the Defendant's *pro se* Motion to Compel Arbitration; it is the ORDER of this Court that argument on said Motion be and is hereby scheduled for the 14<sup>th</sup> day of May, 2008 at 3:00 PM in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

Thirty minutes has been reserved for this proceeding.

BY THE COURT



FREDRIC J. AMMERMAN  
President Judge

**FILED** 2CC Amy Sevan  
01230611  
APR 09 2008 ICC Def.-

William A. Shaw  
Prothonotary/Clerk of Courts

1888 River Road  
Creswellsville, PA  
16833

62

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103574  
NO: 07-2103-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: LVNV FUNDING LLC  
vs.  
DEFENDANT: KARI D. CLAPSADDLE

SHERIFF RETURN

NOW, January 15, 2008 AT 3:15 PM SERVED THE WITHIN COMPLAINT ON KARI D. CLAPSADDLE DEFENDANT AT 1888 RIVER RD., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRIAN DIMMICK, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APOTHAKE	69208	10.00
SHERIFF HAWKINS	APOTHAKE	69208	24.06

FILED  
03:00 PM  
APR 28 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,

  
Chester A. Hawkins  
Sheriff

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

FILED

MAY 09 2008

0112:15L  
William A. Shaw  
Prothonotary/Clerk of Courts  
NO CERT COPY

L VIV Funding, LLC  
(Plaintiff)

CIVIL ACTION

2417 Welsh Rd. Suite 21520  
(Street Address)

No. 07-2103-CD

Philadelphia, PA 19114  
(City, State ZIP)

Type of Case: Civil

Type of Pleading: Complaint

vs.

Filed on Behalf of:

Kari D Clossacke  
(Defendant)

Kari D Clossacke  
(Plaintiff/Defendant)

1888 River Road  
(Street Address)

Clarks Summit, PA 16833  
(City, State ZIP)

Kari D Clossacke  
(Filed by)

1888 River Road  
(Address) Clarks Summit, PA 16833

814 236-0740  
(Phone)

Kari D Clossacke  
(Signature)

Kari D Clapsaddle  
1888 River Road  
Curwensville, Pa 16833  
Defendant in Pro Per

Court of Common Pleas and Civil Division  
State of Pennsylvania, Clearfield County

LVNV Funding, LLC  
Plaintiff,  
Vs.

Cause/Case No. 07-2103-CD

Kari D Clapsaddle  
Defendant(s),

**Motion of Defendant to Oppose Plaintiffs Motion for Judgment**

The Defendants, Kari D Clapsaddle move this court not to enter an Offer of Final Judgment in favor of the Plaintiff, LVNV Funding, LLC and as grounds therefore would show:

1. Plaintiff filed a complaint against Defendant for credit card balance due.
2. Defendant filed an answer with new matter.
3. Plaintiff replied to new matter.
4. Defendant asks to be granted a continuance on final judgment by opposing pleadings for judgment.
  - a. There is factual evidence supporting Defendants affirmative defenses.
  - b. Defendant has been represented by SDS West since August 2006.
  - c. Defendant is in a 36 month program with Debt Settlement Company.
5. The Defendant disputes the amount due as state in the Plaintiff's motion. The personal hardship that the Defendant stated in their answer to the Complaint that caused this situation to arise was not caused by any irresponsible, reckless actions by the Defendant.
6. The Defendant is asking for a continuance to allow additional time to accumulate funds and negotiations between Plaintiff and SDS West.

WHEREFORE, Defendant moves this Honorable Court to oppose Judgment on the pleadings.

A copy of this response presented to the Court was mailed to the "Plaintiff" Attorney  
LVNV Funding, LLC 2417 Welsh Road Suite 21 #520 Philadelphia, Pa 19114

May 9<sup>th</sup> 2008

Kari D Clapsaddle  
Kari D Clapsaddle

Client Name: Kari D Dimmock  
Account #: 0004129

If you should receive a call from a creditor or collector on any of your accounts, please log the details of each call below. Keep this next to your phone. We suggest you make additional copies if needed.

Date	Time	Creditor/Collector	Person	Account #	Phone#	Details of Conversation
11-06	Afternoon	Mercedville	Elmer	5180717678		Message to my mother
11-06	Afternoon	Mercedville	Elmer	"		Message @ my home
11-14-06	Evening	Mercedville	Erin Deussen	"		Message @ my home
11-14-06	Evening	Mercedville	Erin Deussen	"		Message @ my sister's
11-20-06	morning	Creditors Intercity	Ray, Jenna	"		There's message @ my home
11-20-06	morning	"	"	"		There's message @ my home
11-21-06	morning	"	"	"		There's message @ my home
11-28-07	morning	"	"	"		There's message @ my home
8-31-07	morning	Ascendex	Mr. Meyers	"		Message @ my mother's
8-31-07	morning	"	"	"		Message @ my home
9-07-07	afternoon	"	"	"		Message @ police department

FILED

MAY 16 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Can't to Anne A. Pollock

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

LUNV FUNDING, LLC

:

VS.

: NO. 07-2103-CD


KARI D. CLAPSADDLE

:

O R D E R

AND NOW, this 14th day of May, 2008, following argument on the Motion for Summary Judgment and Defendant's Motion to Compel Arbitration, it is the ORDER of this Court that the Motion to Compel Arbitration be and is hereby denied. The Plaintiff's Motion for Summary Judgment is hereby granted.

BY THE COURT,



President Judge

DATE: 5-16-06

**FILED**

MAY 16 2008

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties: APOTHA A K L

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☒ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

William A. Shaw  
Prothonotary/Clerk of Courts

1888 Ruckelshaus

Cumme

16833

Our File No.: 122234  
APOTHAKER & ASSOCIATES, P.C.  
BY: David J. Apothaker, Esquire  
Attorney I.D.# 38423  
520 Fellowship Road C306  
Mount Laurel, NJ 08054  
(800) 672-0215  
Attorney for Plaintiff

**FILED** *2CC Atty*  
*m/1:40 am*  
**APR 27 2009** *Copy to C/A*  
William A. Shaw  
Prothonotary/Clerk of Courts

LVNV FUNDING, LLC

Plaintiff,

vs.

KARI D CLAPSADDLE

Defendant.

) COURT OF COMMON PLEAS  
) CLEARFIELD COUNTY  
)  
)  
)

) NO. 07-2103-CD  
)  
)  
)  
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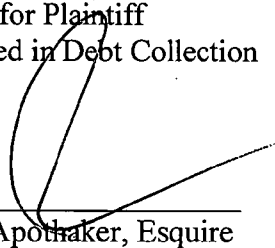
**PRAECIPE TO DISMISS WITHOUT PREJUDICE**

TO THE PROTHONOTARY:

Kindly dismiss this action without prejudice.

APOTHAKER & ASSOCIATES, P.C.  
Attorneys for Plaintiff  
A Law Firm Engaged in Debt Collection

By:

  
David J. Apothaker, Esquire

Dated: 4/16/2009