

08-217-CD

Independence Rec. vs S. Wallace

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

INDEPENDENCE RECEIVABLES CORPORATION
ASSIGNEE OF GLASS MOUNTAIN
ASSIGNEE OF FIFTH THIRD BANK
702 KING FARM BLVD
ROCKVILLE MD 20850
Plaintiff

: No. 08-217-CD
: CIVIL ACTION - LAW

vs

SAMUEL WALLACE
2030 ROUTE 2030
MINERAL SPRING PA 16855

KAREN WALLACE
301 WEAVER ST
CLEARFIELD PA 16830-0000
Defendant(s)

00 \$95.00 A/H
FILED 2008
m/2/2008 CC A/H
FEB 06 2008
WAS

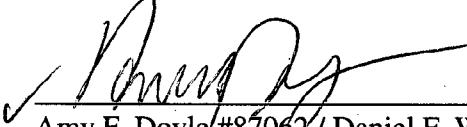
William A. Shaw
Prothonotary/Clerk of Courts

Filed on behalf of:

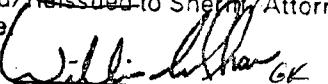
Plaintiff, INDEPENDENCE RECEIVABLES CORPORATION

Counsel of record for this party:

Date: 1/31/08


Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259
Wolpoff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

May 12, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service


Cover - GENERAL Prothonotary

W&A File No. 178601275

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

INDEPENDENCE RECEIVABLES CORPORATION
ASSIGNEE OF GLASS MOUNTAIN
ASSIGNEE OF FIFTH THIRD BANK
Plaintiff

: No.

: CIVIL ACTION - LAW

vs

SAMUEL WALLACE
KAREN WALLACE
Defendant(s)

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by 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 or any other claim or relief requested by the Plaintiff. You may lose money or property 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 HELP. 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.

Clearfield County Courthouse
David S. Meholic, Court Administrator 230 East Market Street
Clearfield, PA 16830
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

INDEPENDENCE RECEIVABLES CORPORATION	:	
ASSIGNEE OF GLASS MOUNTAIN	:	No.
ASSIGNEE OF FIFTH THIRD BANK	:	
Plaintiff	:	
vs	:	
SAMUEL WALLACE	:	
KAREN WALLACE	:	
Defendant(s)	:	CIVIL ACTION - LAW

NOTICIA

USTED HA SIDO DEMANDADO/A EN LA CORTE. Si usted desea defender conta la demanda puestas en las siguientes paginas, usted tienen que tomar acción dentro veinte (20) dias después que esta Demanda y Aviso es servido, con entrando por escrito una apariencia personalmente o por un abogado y archivando por escrito con la Corte sus defensas o objeciones a las demandas puestas en esta contra usted. Usted es advertido que si falla de hacerlo el caso puede proceder sin usted y un juzgamiento puede ser entrado conta usted por la Corte sin mas aviso por cualquier dinero reclamado en la Demanda o por cualquier otro reclamo o alivio solicitado por Demandante. Usted puede perder dinero o propiedad o otros derechos importante para usted.

USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO ENSEGUITA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELEFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEERE CON INFORMACION DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEERE INFORMACION ACERCA AGENCIAS. QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

Clearfield County Courthouse
David S. Meholick, Court Administrator 230 East Market Street
Clearfield, PA 16830
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

INDEPENDENCE RECEIVABLES CORPORATION
ASSIGNEE OF GLASS MOUNTAIN
ASSIGNEE OF FIFTH THIRD BANK

Plaintiff

: No.

CIVIL ACTION - LAW

VS

SAMUEL WALLACE
KAREN WALLACE

Defendant(s)

COMPLAINT

AND NOW, comes the Plaintiff, by and through its attorneys and the law firm of Wolpoff & Abramson, LLP, and files this Complaint and in support avers as follows:

1. Plaintiff is INDEPENDENCE RECEIVABLES CORPORATION ASSIGNEE OF GLASS MOUNTAIN ASSIGNEE OF FIFTH THIRD BANK , located at 702 King Farm Blvd Rockville, MD 20850.
2. Defendant, SAMUEL WALLACE, is an adult individual with a last known address of 2030 Route 2030 Mineral Spring, Clearfield County, PA 16855.
3. Defendant, KAREN WALLACE, is an adult individual with a last known address of 301 Weaver St Clearfield, Clearfield County, PA 16830-0000.
4. It is averred that Defendants were issued an open end credit card account.

5. At all relevant times material hereto, Defendants have used said charge card for the purchase of products, goods and/or for obtaining services.

6. Defendants were provided with copies of the Statement of Accounts showing all debits and credits for transactions on the aforementioned credit card account to which there was no bona fide objection by Defendants. A true and correct copy of the Statement of Account is attached hereto, incorporated herein and marked as Exhibit "A".

7. As of the date of this Complaint, the remaining balance due, owing and unpaid on Defendants' credit card account as a result of the charges made by said Defendants and/or any authorized users is the sum of \$10,984.39.

8. Despite reasonable and repeated demands for payment, Defendants have refused and continue to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.

9. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter Judgment in favor of the Plaintiff and against Defendants in the amount of \$10,984.39, plus costs of this action and any other relief as this Court deems just and reasonable.

Respectfully Submitted,

Date: 1/31/08

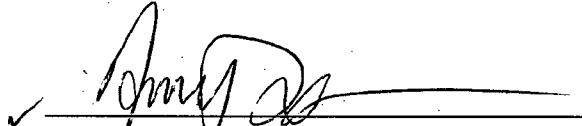

Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259
Wolpoff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

VERIFICATION

The undersigned hereby states that they are the attorney for the Plaintiff who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, they are authorized to take this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Pleading are true and correct to the best of their knowledge, information, and belief, based upon information provided by the Plaintiff.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 1/31/08


Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259
Wolpoff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

••FICHINFO1 •• Date 10/04/07 Account 819911435 Mode L ••Nxt + •
ACCOUNT# 819911435 CLIENT# 001978 ACCT BALANCE \$10,984.39
LPYMT DT 07/27/06
OPEN DT 05/19/00
CHRG OFF DT 07/27/06
PURCHASE DT 09/29/07
*CC2-DEBT-NAME *CC2-DEBT-SALUT*CC2-DEBT-ALIAS
WALLACE, SAMUEL
*CC2-DEBT-ADDR *CC2-DEBT-CITY-ST *CC2-DEBT-ZIP*CC2-DEBT-PHONE
2030 ROUTE 2030 MINERAL SPRING, PA 16855 8148577558
*CC2-DEBT-FAX*CC2-DEBT-SSN *CC2-RFILE-NR*CC2-DEBT-DOB*CC2-DEBT-DRIVERS-LIC
XXX-XX-4561
*CC-REC-TYPE*CC-FILENO *CC-FORW-FILE *CC-MASCO-FILE *CC-FORW-ID
01 0300184881 819911435 MD16 INDP
*CC-FIRM-ID*CC1-DATE-FORW*CC1-LIST-FORW*CC1-COMM*CC1-SUIT-FEE*CC1-ORIG-AMT-OUT
XLLP 10/03/07 \$.00 \$10,984.39
*CC1-INT-AMT-OUT*CC1-ORIG-INT-DATE*CC1-CRED-NAME
\$.00 07/27/06 INDEPENDENCE
*CC1-CRED-NAME2 *CC1-CRED-ADDR *CC1-CRED-CITY-ST
*CC1-CRED-ZIP*CC1-BAL-AMT-OUT*CC1-TYPE*CC1-LPAY-DATE*CC1-LPAY-AMT-OUT
0000001098439 07/27/06 \$.00
*CC3-DEBT2-NAME *CC3-DEBT2-ADDR *CC3-DEBT2-CITY-ST-ZIP
WALLACE, KAREN 301 WEAVER STREET CLEARFIELD, PA, 16830
•MODE L=LFT R=RGT W=WRP Next File • Mode L ••Nxt + •
••FICHINFO1 •• Date 10/04/07 Account 819911435 Mode L ••Nxt + •
*CC3-DEBT2-PHONE*CC3-DEBT2-SSN *CC3-DEBT3-NAME
XXX-XX-6447 8145923095
*CC3-DEBT3-ADDR *CC3-DEBT3-CITY-ST-ZIP *CC3-DEBT3-PHONE
*CC3-DEBT3-SSN *CC3-DEBT2-DOB*CC3-DEBT3-DOB*CC3-DEBT2-DRIVERS-LIC
XXX-XX-0000
*CC3-DEBT3-DRIVERS-LIC

•MODE L=LFT R=RGT W=WRP Next File •

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

INDEPENDENCE RECEIVABLES :
CORPORATION :
ASSIGNEE OF GLASS MOUNTAIN :
ASSIGNEE OF FIFTH THIRD BANK :
702 KIND FARM BLVD :
ROCKVILLE, MD 20850 :
Plaintiff :
vs. :
SAMUEL WALLACE :
2030 ROUTE 2030 :
MINERAL SPRING, PA 16855 :
KAREN WALLACE :
301 WEAVER STREET :
CLEARFIELD, PA 16830 :
Defendants :

FILED

MAR 28 2008

03:15 W

William A. Shaw
Prothonotary/Clerk of Courts

4 cent to

ATT

No. 08-217 C.D.

**ANSWER, NEW MATTER AND
CROSS-CLAIM**

Filed on behalf of:
Defendant, KAREN WALLACE,
now known as KAREN BILLOTTE

Counsel of Record for
this Party:

John R. Ryan,
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW |

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this New Matter and Cross-Claim are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the New Matter or Cross-Claim or for any other claim or relief requested by the Defendant. 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.

Court Administrator's Office
Clearfield County Courthouse
Market & Second Streets
Clearfield, PA 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

INDEPENDENCE RECEIVABLES	:	
CORPORATION	:	
ASSIGNEE OF GLASS MOUNTAIN	:	
ASSIGNEE OF FIFTH THIRD BANK	:	
702 KIND FARM BLVD	:	
ROCKVILLE, MD 20850	:	
Plaintiff	:	
vs.	:	No. 08 - 217 - C.D.
SAMUEL WALLACE	:	
2030 ROUTE 2030	:	
MINERAL SPRING, PA 16855	:	
KAREN WALLACE	:	
301 WEAVER STREET	:	
CLEARFIELD, PA 16830	:	
Defendants	:	

ANSWER, NEW MATTER AND CROSS CLAIM

NOW COMES, Karen Wallace, now known as Karen Billotte, Defendant above named, and by her Attorneys, Belin, Kubista & Ryan, LLP, files her Answer, New Matter and Cross-Claim to the Complaint of the Plaintiff as follows:

1. Admitted.
2. Defendant is without knowledge as to the averments of Paragraph 2, therefore the same are denied, and proof demanded at time of trial.
3. Admitted in part and denied in part. Denied insofar as the Defendant is now known as Karen Billotte.
4. Denied. To the best of Defendant's knowledge, information and belief, she and Defendant Samuel Wallace, also known as Sami G. Wallace, were parties to a vehicle lease for

a 1998 Ford Explorer. It is specifically denied that Defendant was issued an open end credit card account as alleged.

5. Denied for the reasons set forth a Paragraph 4 hereinabove.

6. Denied in that Defendant was not provided with a copy of the aforesaid Statement of Account and is without knowledge as to whether such Statement was provided to Defendant Samuel Wallace, also known as Sami G. Wallace.

7. Defendant is without knowledge as to the averments of Paragraph 7, therefore the same are denied and proof thereof demanded at the time of trial.

8. Defendant is without knowledge as to the averments of Paragraph 8, therefore the same are denied and proof thereof demanded at the time of trial.

9. Admitted.

WHEREFORE, Defendant Karen Wallace, now known as Karen Billotte, requests that judgment be entered in her favor and against the Plaintiff.

NEW MATTER

10. Paragraphs 1 through and including Paragraph 9 of Defendant's Answer are incorporated herein as if set forth at length.

11. Defendant Karen Wallace, now known as Karen Billotte, was previously married to Defendant Samuel Wallace, also known as Sami G. Wallace, having been divorced by Decree of the Court of Common Pleas of Clearfield County, Pennsylvania dated February 5, 2002, filed to Docket Number 01-1219-CD.

12. Defendant Karen Wallace, now known as Karen Billotte, has lived separated and apart from Defendant Samuel Wallace, also known as Sami G. Wallace, since several months prior to the entry of the said Decree in Divorce.

13. Pursuant to the resolution of the economic claims in the said Divorce action, Defendant Karen Wallace, now known as Karen Billotte, and Defendant Samuel Wallace, also known as Sami G. Wallace, entered into a Marriage Settlement Agreement dated January 25, 2002, which provided in part that Defendant Samuel Wallace, also known as Sami G. Wallace, assumed sole responsibility for the lease payment on the 1998 Ford Explorer, which is believed to be the obligation on which this action is based. Further, Defendant Samuel Wallace, also known as Sami G. Wallace, agreed therein to hold Defendant Karen Wallace, now known as Karen Billotte, harmless for any failure on his part to pay said indebtedness. Said Agreement was subsequently incorporated into the Decree in Divorce referenced at Paragraph 10 herein above. A true and correct copy of the said Agreement is attached hereto, marked Exhibit "A" and is incorporated herein by reference as if set forth at length.

14. Since the time of the execution of the said Agreement, Defendant Samuel Wallace, also known as Sami G. Wallace, has been in possession of the vehicle, which was the subject of the lease agreement at issue, and Defendant Karen Wallace, now known as Karen Billotte, believed that he was paying the obligation as it became due in accordance with the terms of said lease agreement.

15. As a result, Defendant Karen Wallace, now known as Karen Billotte, is without knowledge as to the status of the said obligation and has no knowledge as to the number or amount of any payments made thereon over the past six (6) years.

16. Defendant Karen Wallace, now known as Karen Billotte, herein raises the following as affirmative defenses:

- a. The Plaintiff's Complaint is barred by the applicable Statute of Limitations;
- b. Accord and satisfaction.

WHEREFORE, Defendant Karen Wallace, now known as Karen Billotte, requests that Plaintiff's Complaint be dismissed, with prejudice, and that judgment be entered in her favor and against the Plaintiff.

CROSS-CLAIM PURSUANT TO Pa.R.C.P. 1031.1
KAREN WALLACE, now known as KAREN BILLOTTE

v.
SAMUEL WALLACE, also known as SAMI G. WALLACE

17. Paragraphs 1 through and including Paragraph 16 of Defendant's Answer and New Matter are incorporated herein by reference as if set forth at length.

18. Cross-Claimant is Karen Wallace, now known as Karen Billotte, a single individual, residing at 301 Weaver Street, Clearfield, Clearfield County, Pennsylvania, 16830.

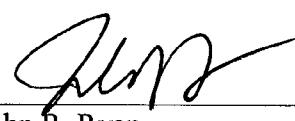
19. Said Cross-Claim is filed herein against Samuel Wallace, also known as Sami G. Wallace, a single individual whose last known address is 2030 Route 2030, Mineral Springs, Clearfield County, Pennsylvania, 16855.

20. For the reasons set forth at Paragraph 13 hereinabove, Defendant Samuel Wallace, also known as Sami G. Wallace, is solely liable on the underlying cause of action.

21. In the alternative, Defendant Samuel Wallace, also known as Sami G. Wallace, is liable to the Cross-Claimant in the event that she may be found liable to the Plaintiff for any amount arising from the underlying cause of action.

WHEREFORE, for the reasons set forth above, Cross-Claimant requests that judgment be entered in her favor and against Defendant Samuel Wallace.

BELIN, KUBISTA & RYAN LLP


John R. Ryan
Attorney for Defendant Karen Wallace,
now known as Karen Billotte

I verify that the statements made in this Answer, New Matter and Cross-Claim are true and correct. I understand that false statements herein are made subject to the penalties of Pa. C.S. 4904, relating to unsworn falsification to authorities.

Karen B. Billotte
Karen Billotte (formerly Karen Wallace)

MARRIAGE SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 25th day of JANUARY, 2002,
between KAREN S. WALLACE, of Clearfield, Pennsylvania, hereinafter referred to as
"Wife",

- A N D -

SAMI G. WALLACE, of P. O. Box 113, Mineral Springs, PA 16855, hereinafter referred to as "Husband".

WITNESSETH:

WHEREAS, the parties were married on April 24, 1976, in Clearfield County, Pennsylvania; and

WHEREAS, there are no minor children of this marriage; and

WHEREAS, unfortunate and irreconcilable differences have arisen between the parties hereunto, by reason of which the parties have concluded that they will take steps to terminate the bonds of matrimony and will enter into the present agreement for the purpose of resolving the various issues to be addressed by this instrument superseding all prior agreements that deal with matters covered by this document, except as those specified herein; and

WHEREAS, the parties hereunto have determined that this agreement shall fully survive the entry of a divorce decree and shall be in no way subject to change or modification because of the Order to be entered in the ensuing divorce proceeding; and

I hereby certify this to be a true and attested copy of the original statement filed in this case, and for all time; and

MAR 06 2008

WHEREAS, both parties agree to relinquish any and all claims which either

Attest.

William L. Bissell
Prothonotary/
Clerk of Courts

EXHIBIT "A"

may have against any property now owned or belonging to the other or which may hereafter be acquired by either of them by purchase, gift, devise, bequest, inheritance and otherwise, except as to the obligation, covenants and agreements contained herein;

NOW THEREFORE, in consideration and mutual undertakings herein contained and intended to be legally bound hereby, the parties covenant and agree as follows:

1. NO-FAULT DIVORCE: The parties do agree to execute at the appropriate time Affidavits of Consent to the entry of a divorce decree, pursuant to the provisions of a no-fault divorce under Section 3301(c) of the Pennsylvania Divorce Code in effect at the time of execution of this agreement.

2. PERSONAL RIGHTS: Husband and Wife may and shall at all times hereafter live separate and apart. Each shall be free from all control, restraint, interference, authority, direct or indirect from the other in all respects as if they were unmarried. Each may for her or his separate use or benefit, conduct, carry on or engage in any business, occupation, profession or employment which to him or her may seem advisable. The provisions shall not be taken, however, to be an admission on the part of either Wife or Husband of the lawfulness of the causes which led to the result in the continuation of their living apart. Husband and Wife shall not molest, harass, disturb or malign each other or their respective families, nor compel nor attempt to compel the other to cohabit, dwell, or associate by any means or manner with each other.

3. DESIRE OF THE PARTIES: It is the desire of the parties, after long and careful consideration, to amicably adjust, compromise and settle all property rights and all rights in, to or against each other's property or estate, including property heretofore or subsequently acquired by either party.

4. MUTUAL RELEASE: Subject to the provisions of this Agreement, each party has released and discharged and by this Agreement does for himself or herself and his or her heirs and assigns, release and discharge the other from all causes of action, claims, rights, or demands, whatsoever in law or in equity, which either of the parties ever had or now has against the other, except any cause or causes of action for divorce and except any or all causes of action for breach of any provisions of this Agreement.

5. DISTRIBUTION OF PROPERTY:

a. Personal Property:

The 1998 Ford F 150 Pick-up Truck shall be titled to Husband. Husband shall be responsible for the lease payment in the amount of \$404.00 a month. Husband shall hold Wife harmless for any failure on his part to pay said indebtedness. Wife shall execute any papers necessary to effectuate this transfer.

The 1998 Ford Explorer shall be titled to Husband. Husband shall be responsible for the lease payment in the amount of \$514.00 a month. Husband shall hold Wife harmless for any failure on his part to pay said indebtedness. Wife shall execute any papers necessary to effectuate this transfer.

Husband shall pay to Wife the sum of One Thousand Five Hundred (\$1,500.00) Dollars as a down payment for the purchase of a new vehicle. Husband shall pay this amount to Wife on or before to January 1, 2002.

Husband shall maintain health insurance coverage for the Wife with his present health insurance provider for three (3) years from the date of this Agreement. Thereafter, Wife will procure health insurance under a new plan. The Husband will be responsible for payment of the Wife's new health insurance coverage for an additional two (2) years thereafter.

In consideration thereof, Wife agrees to waive any claim, interest or entitlement to any other assets of the Husband, including Pensions, IRA's, Profit-Sharing Funds, 401(k) Plans or Investment Accounts.

The parties agree to execute any and all documents necessary to effectuate this agreement, including, but not limited to, a Deed, any Power of Attorneys to transfer vehicles, etc.

Each party shall keep the personal property that is presently in their possession.

Each party hereby waives, releases and relinquishes any interest he or she may have in the other's property.

6. DEBTS: Husband and Wife represent and warrant to each other that neither one has contracted any debt or debts, charges, or liabilities whatsoever except as herein expressly set forth, for which the other party or their property or their estates may be or become liable or answerable, and they covenant that they will at all times keep each other free, harmless, and indemnified against and

from any and all debts and liabilities heretofore or hereafter contracted or incurred by either of them, except as expressly provided in this Agreement.

Wife shall be responsible for her credit cards which include Providian, Capitol One, Target and Fingerhut.

Husband shall be responsible for the following:

(a) Bank loan to Clearfield Bank & Trust Company in the amount of \$154.00 a month.

(b) A Parent Plus loan for \$13,000.00 which is a result of Student Loans for the parties' children.

(c) An indebtedness with the Credit Union for \$5,000.00.

(d) An indebtedness to Heilig Meyers which results in a monthly payment of \$75.00 a month.

7. COUNSEL FEES: Both Husband and Wife waive counsel fees.

8. SPOUSAL SUPPORT: Husband shall pay alimony to Wife in the amount of \$250.00 a month, said payments to begin six (6) months from the date of the execution of this Marriage Settlement Agreement. Said alimony payments will continue for a period of seven (7) years thereafter.

9. INTENDED TAX RESULT AND INDEMNIFICATION: By this Agreement, the parties have equally divided their marital property. The parties have determined that such equal division conforms to a right and just standard with regard to the rights of each party. The division of existing marital property is not, except as may

be otherwise expressly provided herein, intended by the parties in any way to constitute a sale or exchange of assets, and the division is being effected without the introduction of outside funds or other property not constituting a part of the marital estate. As a part of the equal division of the marital properties and the marital settlement herein contained, the parties agree to save and hold each other harmless from all income taxes assessed against the other resulting from the division of the property as herein provided.

10. BREACH: If either party breaches any provision of this Agreement, the other party shall have the right, at her or his election, to sue for damages for such breach, or seek such other remedies or relief as may be available to her or him, and the party breaching this contract shall be responsible for payment of legal fees and costs incurred by the other in enforcing their rights under this Agreement.

11. ADDITIONAL INSTRUMENT: Each of the parties from time to time, at the request of the other, shall execute, acknowledge, and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

12. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

13. MODIFICATION AND WAIVER: A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a

waiver of any subsequent default of the same or similar nature.

14. DESCRIPTIVE HEADINGS: The descriptive headings used herein are for convenience only. They shall have no effect whatsoever in determining the rights or obligations of the parties.

15. APPLICABLE LAW: This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

16. VOID CLAUSES: If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects this Agreement shall be valid and continue in full force, effect and operation.

17. ADVICE OF COUNSEL: The provisions of this Agreement and their legal effect have been explained to the parties by their respective counsel, namely R. Denning Gearhart, Esq., for the Husband, and John R. Ryan, Esq., for the Wife. The parties note that they understood they could have received independent legal advice from counsel of their selection and that they fully understand the facts and have been fully informed as to their legal rights and obligations and they acknowledge and accept this Agreement, is, in the circumstances, fair and equitable and that it is being entered into freely and voluntarily after having received such advice and with such knowledge and that execution of this Agreement is not the result of any duress or undue influence, and that it is not the result of any collusion of any improper or illegal agreement or agreements.

18. WAIVER OF CLAIMS AGAINST ESTATE: Except as herein provided, each party may dispose of his or her property in any way, and each party hereby waives and

relinquishes any and all rights he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction, to share in the property or the estate of the other as a result of the marital relationship, including without limitation, dower, courtesy, statutory allowance, widow's allowance, right to take property under equitable distribution, right to take by intestacy, right to take against the Will of the other, and right to act as administrator or executor of the other's estate, and each will, at the request of the other, execute, acknowledge, and deliver any and all instruments which may be necessary or advisable to carry into effect this mutual waiver and relinquishment of all such interest, rights and claims.

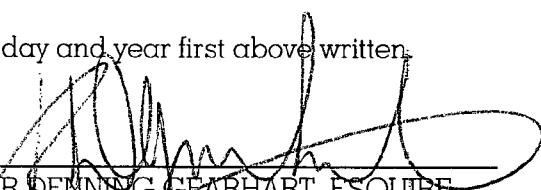
19. AFTER ACQUIRED PERSONAL PROPERTY: Each of the parties shall hereafter enjoy independently of any claim or right of the other all items of personal property, tangible or intangible, hereafter acquired by him or her, with full power in him or her to dispose of the same as fully and effectively in all respects and for all purposes as though he or she were unmarried.

20. That the parties agree that this Agreement shall be presented to the Court of Common Pleas of Clearfield County and shall be incorporated into the Divorce Decree.

21. In the event that either party becomes a debtor in any bankruptcy or financial reorganization proceedings of any kind while any obligations remain to be performed by that party for the benefit of the other party pursuant to the provisions of this Agreement, the Debtor-spouse hereby waives, releases and relinquishes any right to claim an exemption (whether granted under the State or Federal Law) to any property remaining in the Debtor-spouse as a defense to any claim made pursuant hereto by the Creditor-spouse, and the Debtor-spouse hereby assigns, transfers and conveys to the Creditor-spouse an interest in all

of the Debtor-spouse's exempt property sufficient to meet all obligations to the Creditor-Spouse as set forth herein, including all attorney's fees and costs incurred in the enforcement of this Paragraph or any other provision of this Agreement. No obligation created by this Agreement shall be discharged or dischargeable, regardless of Federal or State law to the contrary, and each waives any and all right to assert that any obligation hereunder is discharged or dischargeable.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.


R. DENNING GEARHART, ESQUIRE


JOHN R. RYAN, ESQUIRE

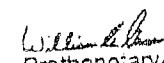

SAMI G. WALLACE


KAREN S. WALLACE

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

MAR 06 2008

Attest.


William L. Brown
Prothonotary/
Clerk of Courts

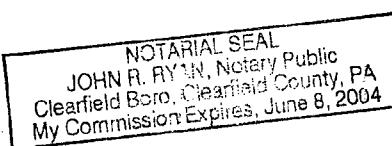
COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF CLEARFIELD :

On this the 25th day of JANUARY, 2002, before me, the undersigned officer, personally appeared KAREN S. WALLACE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.



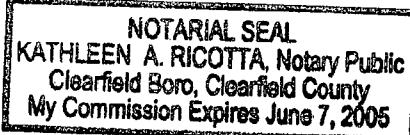
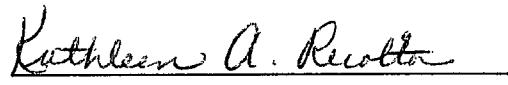
COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF CLEARFIELD :

On this the 31 day of January, 2002, before me, the undersigned officer, personally appeared SAMI G. WALLACE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.



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

INDEPENDENCE RECEIVABLES :
CORPORATION :
ASSIGNEE OF GLASS MOUNTAIN :
ASSIGNEE OF FIFTH THIRD BANK :
702 KIND FARM BLVD :
ROCKVILLE, MD 20850 :
Plaintiff :
vs. :
No. 08-217-C.D.
SAMUEL WALLACE :
2030 ROUTE 2030 :
MINERAL SPRING, PA 16855 :
KAREN WALLACE :
301 WEAVER STREET :
CLEARFIELD, PA 16830 :
Defendants :
|

CERTIFICATE OF SERVICE

Filed on behalf of:
Defendant, KAREN WALLACE,
now known as KAREN BILLOTTE

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED NOCC
04/18/2008
APR 18 2008
WM

William A. Shaw
Prothonotary/Clerk of Courts

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

INDEPENDENCE RECEIVABLES :
CORPORATION :
ASSIGNEE OF GLASS MOUNTAIN :
ASSIGNEE OF FIFTH THIRD BANK :
702 KIND FARM BLVD :
ROCKVILLE, MD 20850 :
Plaintiff :
vs. :
No. 08 - 217 - C.D.
SAMUEL WALLACE :
2030 ROUTE 2030 :
MINERAL SPRING, PA 16855 :
KAREN WALLACE :
301 WEAVER STREET :
CLEARFIELD, PA 16830 :
Defendants :
:

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Answer, New Matter and Cross-Claim filed on behalf of KAREN WALLACE, now KAREN BILLOTTE, Defendant in the above captioned matter, on the following party by postage prepaid first-class United States mail, on the 31st day of March, 2008:

Amy F. Doyle, Esquire
Wolpoff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Attorney for Plaintiff

BELIN, KUBISTA & RYAN LLP



John R. Ryan
Attorney for Defendant Karen Wallace,
now known as Karen Billotte

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

INDEPENDENCE RECEIVABLES
CORPORATION :
ASSIGNEE OF GLASS MOUNTAIN :
ASSIGNEE OF FIFTH THIRD BANK :
702 KIND FARM BLVD :
ROCKVILLE, MD 20850 :
Plaintiff :
vs. :
No. 08 - 217 - C.D.
SAMUEL WALLACE :
2030 ROUTE 2030 :
MINERAL SPRING, PA 16855 :
KAREN WALLACE :
301 WEAVER STREET :
CLEARFIELD, PA 16830 :
Defendants :
:

AFFIDAVIT OF SERVICE

Filed on behalf of:
Defendant, KAREN WALLACE,
now known as KAREN BILLOTTE

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED NO cc
02/3/64
APR 18 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA

*
*
*
INDEPENDENCE RECEIVABLES * NO. 08-217-CD
CORPORATION; ET. EL.
VS *
SAMUEL WALLACE & KAREN *
WALLACE *
*
*

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:
SS:

COUNTY OF CLEARFIELD

I R. STUART AUBER, BEING FIRST DULLY SWORN AND ACCORDING TO LAW, DEPOSES AND SAYS:

1. THAT HE IS A CONSTABLE FOR THE COUNTY OF CLEARFIELD AND THE STATE OF PENNSYLVANIA, AND NOT A PARTY TO THE WITHIN ACTION.

2. THAT ON THE 16 DAY OF APRIL, 2008, HE SERVED A TRU AND CORRECT COPY OF A ANSWER, NEW MATTER AND CROSS-CLAIM UPON SAMUEL WALLACE, AT 1475 PINETOP ROAD, IN THE CITY, BORO, VILLAGE OF WOODLAND, TOWNSHIP OF WOODLAND, COUNTY OF CLEARFIELD PENNSYLVANIA, BY THEN AND THERE AT THE PLACE AND TIME NOTED ABOVE, DELIVERED TO SAMUEL WALLACE A TRUE AND CORRECT COPY OF THE STATED DOCUMENTS. TIME OF THIS SERVICE WAS AT 1620 HOURS.


R. STUART AUBER, CONSTABLE

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

INDEPENDENCE RECEIVABLES CORP.,	:	NO. 08 - 217 - CD
ASSIGNEE OF GLASS MOUNTAIN	:	
ASSIGNEE OF FIFTH THIRD BANK	:	
Plaintiff	:	
vs.	:	CIVIL ACTION - LAW
SAMUEL WALLACE,	:	
KAREN WALLACE	:	
Defendants	:	

REPLY TO DEFENDANT, KAREN WALLACE'S NEW MATTER &
CROSS-CLAIM

AND NOW, TO WIT, this 18th day of April, 2008, comes the Plaintiff, Independence Receivables Corporation., by and through its attorneys, the law firm of Wolpoff & Abramson, L.L.P., and files the following Reply to New Matter & Cross-Claim as a statement herein:

The allegations and averments contained within paragraphs 1 through 9 of Plaintiff's Complaint are incorporated herein by reference as if set forth in full.

NEW MATTER

10. Paragraph 10 of Defendant's New Matter is an incorporation paragraph to which no response is required. To the extent that a response is necessary, same is denied and strict proof is demanded.

11. Denied. After reasonable investigation, Plaintiff is without sufficient information or knowledge to form a belief as to the truth or veracity of this allegation. Therefore, the same is denied and strict proof is demanded at trial.

LAW OFFICES
WOLPOFF & ABRAMSON, L.L.P.
ATTORNEYS IN THE PRACTICE
OF DEBT COLLECTION

4660 TRINDE ROAD
THIRD FLOOR
CAMP HILL, PA 17011
717-303-6700

FILED NO cc
MAY 11 2008
APR 21 2008
68

William A. Shaw
Prothonotary/Clerk of Courts

12. Denied. After reasonable investigation, Plaintiff is without sufficient information or knowledge to form a belief as to the truth or veracity of this allegation. Therefore, the same is denied and strict proof is demanded at trial.

13. Denied. After reasonable investigation, Plaintiff is without sufficient information or knowledge to form a belief as to the truth or veracity of this allegation. Therefore, the same is denied and strict proof is demanded at trial.

14. Denied. After reasonable investigation, Plaintiff is without sufficient information or knowledge to form a belief as to the truth or veracity of this allegation. Therefore, the same is denied and strict proof is demanded at trial.

15. Denied. After reasonable investigation, Plaintiff is without sufficient information or knowledge to form a belief as to the truth or veracity of this allegation. Therefore, the same is denied and strict proof is demanded at trial.

16. Denied. The allegations contained in Paragraph 16 of Defendant's New Matter are conclusions of law to which no response is required. To the extent that Plaintiff is required to answer, Plaintiff specifically denies the allegations contained in this paragraph and demands strict proof thereof. By way of further response, as to a., the last payment received for this account was on July 27, 2006. This matter has clearly been filed within the applicable statute of limitations.

LAW OFFICES
WOLPOFF & ABRAMSON, L.L.P.
ATTORNEYS IN THE PRACTICE
OF DEBT COLLECTION

4660 TRINDE ROAD
THIRD FLOOR
CAMP HILL, PA 17011
717-303-6700

CROSS-CLAIM

17. Paragraph 17 of Defendant's New Matter is an incorporation paragraph to which no response is required. To the extent that a response is necessary, same is denied and strict proof is demanded.

18. Admitted.

19. Admitted.

20. Denied. The allegations contained in Paragraph 20 of Defendant's Cross-Claim are conclusions of law to which no response is required. To the extent that Plaintiff is required to answer, Plaintiff specifically denies the allegations contained in this paragraph and demands strict proof thereof.

21. Denied. The allegations contained in Paragraph 21 of Defendant's Cross-Claim are conclusions of law to which no response is required. To the extent that Plaintiff is required to answer, Plaintiff specifically denies the allegations contained in this paragraph and demands strict proof thereof.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court dismiss Defendant's New Matter, and enter judgment in favor of Plaintiff and against Defendant, along with the allowable costs of this action, and such further relief as the Court deems appropriate.

Respectfully submitted,

Amy F. Doyle, Esquire ID No. 87062
Daniel F. Wolfson, Esquire ID No. 20617
Philip C. Warholic, Esquire ID No. 86341
David R. Galloway, Esquire ID No. 87326
Tonilyn M. Chippie, Esquire ID No. 87852
Sarah E. Ehasz, Esquire ID No. 86469
Robert N. Polas, Jr., Esquire ID No. 201259
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
(717) 303-6700
Counsel for Plaintiff

LAW OFFICES
WOLPOFF & ABRAMSON, L.L.P.
*ATTORNEYS IN THE PRACTICE
OF DEBT COLLECTION*
4660 TRINDEL ROAD
THIRD FLOOR
CAMP HILL, PA 17011
717-303-6700

VERIFICATION

The undersigned hereby states that he/she is the attorney for the Plaintiff, INDEPENDENCE RECEIVABLES CORPORATION., who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, he/she is authorized to take this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Reply to New Matter are true and correct to the best of his/her knowledge, information, and belief, based upon information provided by the Plaintiff.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.



Amy F. Doyle, Esquire ID No. 87062
Daniel F. Wolfson, Esquire ID No. 20617
Philip C. Warholic, Esquire ID No. 86341
David R. Galloway, Esquire ID No. 87326
Tonilyn M. Chippie, Esquire ID No. 87852
Sarah E. Ehasz, Esquire ID No. 86469
Robert N. Polas, Jr., Esquire ID No. 201259
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
(717) 303-6700
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

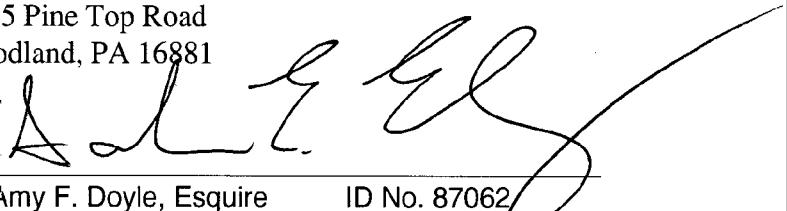
INDEPENDENCE RECEIVABLES CORP., : NO. 08 - 217 - CD
ASSIGNEE OF GLASS MOUNTAIN :
ASSIGNEE OF FIFTH THIRD BANK :
Plaintiff :
vs. : CIVIL ACTION - LAW
SAMUEL WALLACE, :
KAREN WALLACE :
Defendants :
:

CERTIFICATE OF SERVICE

The undersigned does hereby certify that I served a copy of the foregoing
Reply to New Matter and Cross-Claim upon counsel for the Defendant, Karen
Wallace, and upon Defendant, Samuel Wallace, by First Class Mail, Postage
Pre-Paid, a copy thereof on this 10th day of April, 2008, to:

John R. Ryan, Esquire
Belin, Kubista & Ryan, LLP
15 North Front Street, PO Box 1
Clearfield, PA 16830

Samuel Wallace
1475 Pine Top Road
Woodland, PA 16881


Amy F. Doyle, Esquire ID No. 87062
Daniel F. Wolfson, Esquire ID No. 20617
Philip C. Warholic, Esquire ID No. 86341
David R. Galloway, Esquire ID No. 87326
Tonilyn M. Chippie, Esquire ID No. 87852
Sarah E. Ehasz, Esquire ID No. 86469
Robert N. Polas, Jr., Esquire ID No. 201259
Wolpoff & Abramson, LLP
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
(717) 303-6700
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

INDEPENDENCE RECEIVABLES CORPORATION
ASSIGNEE OF GLASS MOUNTAIN
ASSIGNEE OF FIFTH THIRD BANK

No. 08217CD

Plaintiff

VS

CIVIL ACTION - LAW

SAMUEL WALLACE
KAREN WALLACE
Defendant(s)

PRAEICE TO REINSTATE FOR SAMUEL WALLACE ONLY

To the Prothonotary:

Kindly reinstate the complaint in the above-referenced matter.

Respectfully Submitted,

Date: 5/7/08

Amy F. Doyle #87062 / Philip C. Warholic #86341
David R. Galloway #87326 / Tonilyn M. Chippie #87852 /
Sarah E. Ehasz #86469 / Robert N. Polas, Jr. #201259
Wolpoff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

FILED (6P) Atty ad.
m/1/24/01 \$7.00
MAY 12 2008 ICC & Compl.
Reinstated to
Atty
William A. Shaw
Prothonotary/Clerk of Courts
ICC & Compl.
Reinstated to
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

INDEPENDENCE RECEIVABLES CORPORATION
ASSIGNEE OF GLASS MOUNTAIN
ASSIGNEE OF FIFTH THIRD BANK
702 KING FARM BLVD
ROCKVILLE MD 20850
Plaintiff

vs

SAMUEL WALLACE
2030 ROUTE 2030
MINERAL SPRING PA 16855

KAREN WALLACE
301 WEAVER ST
CLEARFIELD PA 16830-0000
Defendant(s)

No. 08-217-CD

CIVIL ACTION - LAW

2/6/08

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

FEB 06 2008

Attest.

William H. Prothonotary
Clerk of Courts

Filed on behalf of:

Plaintiff, INDEPENDENCE RECEIVABLES CORPORATION

Counsel of record for this party:

Date: 1/31/08

[Signature]
Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259
Wolpoff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

INDEPENDENCE RECEIVABLES CORPORATION
ASSIGNEE OF GLASS MOUNTAIN
ASSIGNEE OF FIFTH THIRD BANK

Plaintiff

vs

SAMUEL WALLACE
KAREN WALLACE

Defendant(s)

: No.
: :
: CIVIL ACTION - LAW

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by 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 or any other claim or relief requested by the Plaintiff. You may lose money or property 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 HELP. 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.

Clearfield County Courthouse
David S. Meholic, Court Administrator 230 East Market Street
Clearfield, PA 16830
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

INDEPENDENCE RECEIVABLES CORPORATION
ASSIGNEE OF GLASS MOUNTAIN
ASSIGNEE OF FIFTH THIRD BANK

Plaintiff

vs

SAMUEL WALLACE
KAREN WALLACE

Defendant(s)

: No.
:
:
: CIVIL ACTION - LAW
:
:

NOTICIA

USTED HA SIDO DEMANDADO/A EN LA CORTE. Si usted desea defender contra la demanda puestas en las siguientes paginas, usted tienen que tomar acción dentro veinte (20) días después que esta Demanda y Aviso es servido, con entrando por escrito una apariencia personalmente o por un abogado y archivando por escrito con la Corte sus defensas o objeciones a las demandas puestas en esta contra usted. Usted es advertido que si falla de hacerlo el caso puede proceder sin usted y un juzgamiento puede ser entrado contra usted por la Corte sin mas aviso por cualquier dinero reclamado en la Demanda o por cualquier otro reclamo o alivio solicitado por Demandante. Usted puede perder dinero o propiedad o otros derechos importante para usted.

USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO ENSEGUITA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELEFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEERE CON INFORMACION DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEERE INFORMACION ACERCA AGENCIAS. QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE A UN HONORARIO REDUCIDO O GRATIS.

Clearfield County Courthouse
David S. Meholick, Court Administrator 230 East Market Street
Clearfield, PA 16830
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

INDEPENDENCE RECEIVABLES CORPORATION	:	
ASSIGNEE OF GLASS MOUNTAIN	:	No.
ASSIGNEE OF FIFTH THIRD BANK	:	
Plaintiff	:	
vs	:	CIVIL ACTION - LAW
SAMUEL WALLACE	:	
KAREN WALLACE	:	
Defendant(s)	:	

COMPLAINT

AND NOW, comes the Plaintiff, by and through its attorneys and the law firm of Wolpoff & Abramson, LLP, and files this Complaint and in support avers as follows:

1. Plaintiff is INDEPENDENCE RECEIVABLES CORPORATION ASSIGNEE OF GLASS MOUNTAIN ASSIGNEE OF FIFTH THIRD BANK , located at 702 King Farm Blvd Rockville, MD 20850.
2. Defendant, SAMUEL WALLACE, is an adult individual with a last known address of 2030 Route 2030 Mineral Spring, Clearfield County, PA 16855.
3. Defendant, KAREN WALLACE, is an adult individual with a last known address of 301 Weaver St Clearfield, Clearfield County, PA 16830-0000.
4. It is averred that Defendants were issued an open end credit card account.

5. At all relevant times material hereto, Defendants have used said charge card for the purchase of products, goods and/or for obtaining services.

6. Defendants were provided with copies of the Statement of Accounts showing all debits and credits for transactions on the aforementioned credit card account to which there was no bona fide objection by Defendants. A true and correct copy of the Statement of Account is attached hereto, incorporated herein and marked as Exhibit "A".

7. As of the date of this Complaint, the remaining balance due, owing and unpaid on Defendants' credit card account as a result of the charges made by said Defendants and/or any authorized users is the sum of \$10,984.39.

8. Despite reasonable and repeated demands for payment, Defendants have refused and continue to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.

9. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter Judgment in favor of the Plaintiff and against Defendants in the amount of \$10,984.39, plus costs of this action and any other relief as this Court deems just and reasonable.

Respectfully Submitted,

Date: 1/31/08


Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259
Wolpcff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

VERIFICATION

The undersigned hereby states that they are the attorney for the Plaintiff who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, they are authorized to take this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Pleading are true and correct to the best of their knowledge, information, and belief, based upon information provided by the Plaintiff.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 11/11/01



Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259
Wolpoff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

••FICHINFO1 •• Date 10/04/07 Account 819911435 Mode L ••Nxt + •
ACCOUNT# 819911435 CLIENT# 0C1978 ACCT BALANCE \$10,984.39
LPYMT DT 07/27/06
OPEN DT 05/19/00
CHRG OFF DT 07/27/06
PURCHASE DT 09/29/07
*CC2-DEBT-NAME *CC2-DEBT-SALUT*CC2-DEBT-ALIAS
WALLACE, SAMUEL
*CC2-DEBT-ADDR *CC2-DEBT-CITY-ST *CC2-DEBT-ZIP*CC2-DEBT-PHONE
2030 ROUTE 2030 MINERAL SPRING, PA 16855 8148577558
*CC2-DEBT-FAX*CC2-DEBT-SSN *CC2-RFILE-NR*CC2-DEBT-DOB*CC2-DEBT-DRIVERS-LIC
XXX-XX-4561
*CC-REC-TYPE*CC-FILENO *CC-FORW-FILE *CC-MASCO-FILE *CC-FORW-ID
01 0300184881 819911435 MD16 INDP
*CC-FIRM-ID*CC1-DATE-FORW*CC1-LIST-FORW*CC1-COMM*CC1-SUIT-FEE*CC1-ORIG-AMT-OUT
XLLP 10/03/07 \$.00 \$10,984.39
*CC1-INT-AMT-OUT*CC1-ORIG-INT-DATE*CC1-CRED-NAME
\$.00 07/27/06 INDEPENDENCE
*CC1-CRED-NAME2 *CC1-CRED-ADDR *CC1-CRED-CITY-ST
*CC1-CRED-ZIP*CC1-BAL-AMT-OUT*CC1-TYPE*CC1-LPAY-DATE*CC1-LPAY-AMT-OUT
0000001098439 07/27/06 \$.00
*CC3-DEBT2-NAME *CC3-DEBT2-ADDR *CC3-DEBT2-CITY-ST-ZIP
WALLACE, KAREN 301 WEAVER STREET CLEARFIELD, PA, 16830
•MODE L=LFT R=RGT W=WRP Next File •
••FICHINFO1 •• Date 10/04/07 Account 819911435 Mode L ••Nxt + •
*CC3-DEBT2-PHONE*CC3-DEBT2-SSN *CC3-DEBT3-NAME
XXX-XX-6447 8145923095
*CC3-DEBT3-ADDR *CC3-DEBT3-CITY-ST-ZIP *CC3-DEBT3-PHONE
*CC3-DEBT3-SSN *CC3-DEBT2-DOB*CC3-DEBT3-DOB*CC3-DEBT2-DRIVERS-LIC
XXX-XX-0000
*CC3-DEBT3-DRIVERS-LIC

•MODE L=LFT R=RGT W=WRP Next File •

FILED

MAY 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-217-CD

INDEPENDENCE RECEIVABLES CORPORATION Assignee

vs

SAMUEL WALLACE

SERVICE # 1 OF 1

COMPLAINT & PRAECIPE

SERVE BY: 06/11/2008

HEARING:

PAGE: 104151

DEFENDANT: SAMUEL WALLACE
ADDRESS: 1475 PINE TOP RD
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

FILED

03.10 LM

MAY 16 2008

W.M. Shaw

Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 5-16-08 AT 1:35 AM / PM SERVED THE WITHIN

COMPLAINT & PRAECIPE ON SAMUEL WALLACE DEFENDANT

BY HANDING TO Lisa Donahue

George F. DeHaas

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

ADDRESS SERVED 1475 Pine Top Road -

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT & PRAECIPE FOR SAMUEL WALLACE

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO SAMUEL WALLACE

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

George F. DeHaas
Deputy Signature
George F. DeHaas
Print Deputy Name

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

INDEPENDENCE RECEIVABLES :
CORPORATION :
ASSIGNEE OF GLASS MOUNTAIN :
ASSIGNEE OF FIFTH THIRD BANK, :
Plaintiff :
vs. : No. 08 - 217 - C.D.
SAMUEL WALLACE and :
KAREN WALLACE, :
Defendants :
:

**PRAECIPE FOR ENTRY OF
JUDGMENT OF DEFAULT**

Filed on behalf of
Defendant, KAREN WALLACE,
now known as KAREN
BILLOTTE

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

60
FILED Atty pd. \$20.00
05/30/2008 3CC to Atty Ryan
MAY 30 2008

William A. Shaw Statement (Notice)
Prothonotary/Clerk of Courts to Def. S. Wallace

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

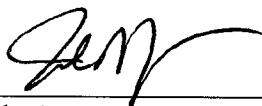
INDEPENDENCE RECEIVABLES	:	
CORPORATION	:	
ASSIGNEE OF GLASS MOUNTAIN	:	
ASSIGNEE OF FIFTH THIRD BANK,	:	
Plaintiff	:	
vs.	:	No. 08 - 217 - C.D.
SAMUEL WALLACE and	:	
KAREN WALLACE,	:	
Defendants	:	

PRAECIPE FOR ENTRY OF JUDGMENT OF DEFAULT

TO THE PROTHONOTARY:

Please enter judgment by default in favor of Defendant, KAREN WALLACE, now known as KAREN BILLOTTE, and against Defendant, SAMUEL WALLACE, for his failure to plead in accordance with Pennsylvania Rule of Civil Procedure 1037(b).

The notice of intention to file this Praecipe was mailed to the Defendant by certified mail, return receipt requested, as evidenced by the copy of the attached Notice and return receipt executed by the Defendant and dated May 20, 2008.



John R. Ryan
Attorney for Plaintiff

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

INDEPENDENCE RECEIVABLES	:	
CORPORATION	:	
ASSIGNEE OF GLASS MOUNTAIN	:	
ASSIGNEE OF FIFTH THIRD BANK,	:	
Plaintiff	:	
vs.	:	No. 08 - 217 - C.D.
SAMUEL WALLACE and	:	
KAREN WALLACE	:	
Defendants	:	

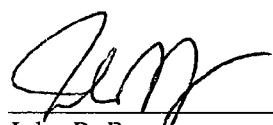
NOTICE

TO: SAMUEL WALLACE
1475 PINETOP ROAD
WOODLAND, PA 16881

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO FILE A REPLY TO
NEW MATTER AND ANSWER TO THE CROSS-CLAIM IN THIS CASE. UNLESS YOU
ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT WILL
BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR
PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO
A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE,
GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN
GET LEGAL HELP.

COURT ADMINISTRATOR
Clearfield County Courthouse
Market & Second Street
Clearfield, PA 16830
(814) 765-2641, Ext. 1300

BELIN, KUBISTA & RYAN LLP



John R. Ryan
Attorney for Defendant Karen Wallace,
now known as Karen Billotte

Date: May 13, 2008

cc: Amy F. Doyle, Esquire
Karen Billotte

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Samuel Wallace
1475 Pinetop Road
Woodland, PA 16881

COMPLETE THIS SECTION ON DELIVERY**A. Signature****X**

Samuel Wallace

 Agent Addressee**B. Received by (Printed Name)**

Samuel Wallace

C. Date of Delivery

5/29/08

D. Is delivery address different from item 1? Yes**If YES, enter delivery address below: No****3. Service Type**

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

4. Restricted Delivery? (Extra Fee) Yes**2. Article Number**

(Transfer from service lab)

7006 0100 0002 9104 7250

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

COPY

INDEPENDENCE RECEIVABLES	:
CORPORATION	:
ASSIGNEE OF GLASS MOUNTAIN	:
ASSIGNEE OF FIFTH THIRD BANK,	:
Plaintiff	:
vs.	No. 08 - 217 - C.D.
SAMUEL WALLACE and	:
KAREN WALLACE,	:
Defendants	:

STATEMENT OF JUDGMENT

A default judgment is entered in favor of the Defendant KAREN WALLACE, now known as KAREN BILLOTTE, and against the Defendant, SAMUEL WALLACE, for the relief requested in the New Matter and Cross-Claim to which said Defendant SAMUEL WALLACE has failed to file a response.



William Shaw, Prothonotary

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

INDEPENDENCE RECEIVABLES
CORPORATION
ASSIGNEE OF GLASS MOUNTAIN
ASSIGNEE OF FIFTH THIRD BANK
Plaintiff
vs. No. 08-217-CD
SAMUEL WALLACE and
KAREN WALLACE
Defendants

CASE NUMBER: No. 08-217-CD
TYPE OF CASE: Civil
TYPE OF PLEADING: DEFENDANT'S PRELIMINARY OBJECTIONS TO
PLAINTIFF'S COMPLAINT FILED BY
DEFENDANT SAMUEL WALLACE
FILED ON BEHALF OF: Defendant, Samuel Wallace

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
207 E. Market Street
Clearfield, PA 16830
(814) 765-1581

FILED 4CC
01344601
JUN 05 2008 Amy Gearhart

W.A. Shaw
Prothonotary/Clerk of Courts

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

INDEPENDENCE RECEIVABLES :
CORPORATION :
ASSIGNEE OF GLASS MOUNTAIN :
ASSIGNEE OF FIFTH THIRD BANK :
Plaintiff :
vs. : No. 08-217-CD
SAMUEL WALLACE and :
KAREN WALLACE :
Defendants :

DEFENDANT'S PRELIMINARY OBJECTIONS TO
PLAINTIFF'S COMPLAINT

NOW COMES, the Defendant, Samuel Wallace, by and through his Attorney, R. Denning Gearhart, Esquire, who files Preliminary Objections to Plaintiff's Complaint and respectfully avers as follows:

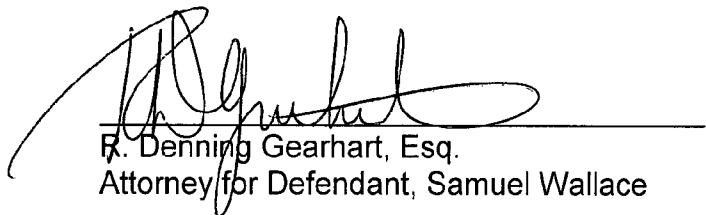
1. Plaintiff filed a Complaint in the Court of Common Pleas of Clearfield County, Pennsylvania, on or about May 7, 2008, alleging that Plaintiff is an assignee of an account from a third party alleged to have furnished consumer credit to Defendant through an open-end credit card account.
2. Plaintiff alleges that there is an unpaid balance on the alleged credit card account of Ten Thousand Nine Hundred Eighty-four and 39/100 (\$10,984.39) Dollars.
3. Plaintiff attached a one page document which it alleges to be a statement of the account. However, Plaintiff failed to attach a copy of the original agreement Plaintiff alleges that Defendant breached.
4. Plaintiff has failed to produce detailed statements of the account showing

all purchases made on said account and how Plaintiff calculates the amount that is due.

5. Plaintiff fails to state what, if any, charges were made for interest, late fees, and other various charges which may or may not have been imposed by Plaintiff and the legal authority for such charges.

6. Plaintiff's Complaint is insufficient on its face and should be dismissed because Plaintiff failed to produce an original copy of the agreement and a detailed monthly statement of the account setting out purchases made and costs incurred so that Defendant is able to calculate the details leading to the conclusion of the Plaintiff and enter into a proper defense of the claims.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be stricken pursuant to Pennsylvania Rule of Civil Procedure 1028 on the grounds of legal insufficiency.



R. Denning Gearhart, Esq.
Attorney for Defendant, Samuel Wallace

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

INDEPENDENCE RECEIVABLES :
CORPORATION :
ASSIGNEE OF GLASS MOUNTAIN :
ASSIGNEE OF FIFTH THIRD BANK, :
Plaintiff :
vs. : No. 08-217-CD
SAMUEL WALLACE and :
KAREN WALLACE, :
Defendants :
.....

ORDER

AND NOW, this 9th Day of JUNE, 2008, upon
consideration of Defendant's Preliminary Objections to Plaintiff's Complaint filed in the
above captioned action, it is the ORDER of this Court that a hearing be scheduled for the
18th Day of JULY, 2008, at 11:30 O'clock A.M., in
Courtroom No. 1, of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT


JUDGE

FILED
0 11:14 a.m. GK
JUN 10 2008 4CC ATTY GEACHART
William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6-10-08

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:

FILED

JUN 10 2008

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **103727**

INDEPENDENCE RECEIVABLES CORPORATION Assignee

Case # 08-217-CD

vs.

SAMUEL WALLACE and KAREN WALLACE

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW June 18, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO SAMUEL WALLACE, DEFENDANT. NO SUCH ADDRESS.

SERVED BY: /



FILED
03:10 LM
JUN 18 2008
(LM)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103727
NO. 08-217-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: INDEPENDENCE RECEIVABLES CORPORATION Assignee
VS.
DEFENDANT: SAMUEL WALLACE and KAREN WALLACE

SHERIFF RETURN

NOW, March 06, 2008 AT 8:45 AM SERVED THE WITHIN COMPLAINT ON KAREN WALLACE DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST , SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KAREN WALLACE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103727
NO. 08-217-CD
SERVICES 2
COMPLAINT

PLAINTIFF: INDEPENDENCE RECEIVABLES CORPORATION Assignee
VS.
DEFENDANT: SAMUEL WALLACE and KAREN WALLACE

SHERIFF RETURN

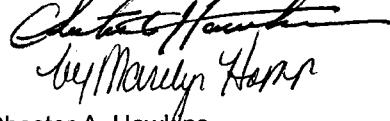
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	00258809	20.00
SHERIFF HAWKINS	WOLPOFF	00258809	30.41

Sworn to Before Me This

So Answers,

____ Day of _____ 2008


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

INDEPENDENCE RECEIVABLES CORPORATION :
ASSIGNEE OF GLASS MOUNTAIN : No. 08-217-CD
ASSIGNEE OF FIFTH THIRD BANK :
702 KING FARM BLVD :
ROCKVILLE MD 20850 :
Plaintiff : CIVIL ACTION - LAW

vs

SAMUEL WALLACE
2030 ROUTE 2030
MINERAL SPRING PA 16855

KAREN WALLACE
301 WEAVER ST
CLEARFIELD PA 16830-0000
Defendant(s)

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

FEB 06 2008

Attest

William LeBaron
Prothonotary/
Clerk of Courts

Filed on behalf of:

Plaintiff, INDEPENDENCE RECEIVABLES CORPORATION

Counsel of record for this party:

Date: 1/31/08

Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259
Wolpoff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

INDEPENDENCE RECEIVABLES CORPORATION	:
ASSIGNEE OF GLASS MOUNTAIN	: No.
ASSIGNEE OF FIFTH THIRD BANK	:
Plaintiff	:
vs	:
SAMUEL WALLACE	:
KAREN WALLACE	:
Defendant(s)	: CIVIL ACTION - LAW

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by 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 or any other claim or relief requested by the Plaintiff. You may lose money or property 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 HELP. 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.

Clearfield County Courthouse
David S. Meholic, Court Administrator 230 East Market Street
Clearfield, PA 16830
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

INDEPENDENCE RECEIVABLES CORPORATION	:	
ASSIGNEE OF GLASS MOUNTAIN	:	No.
ASSIGNEE OF FIFTH THIRD BANK	:	
Plaintiff	:	
vs	:	CIVIL ACTION - LAW
SAMUEL WALLACE	:	
KAREN WALLACE	:	
Defendant(s)	:	

NOTICIA

USTED HA SIDO DEMANDADO/A EN LA CORTE. Si usted desea defender conta la demanda puestas en las siguientes paginas, usted tienen que tomar acción dentro veinte (20) dias después que esta Demanda y Aviso es servido, con entrando por escrito una apariencia personalmente o por un abogado y archivando por escrito con la Corte sus defensas o objeciones a las demandas puestas en esta contra usted. Usted es advertido que si falla de hacerlo el caso puede proceder sin usted y un juzgamiento puede ser entrado conta usted por la Corte sin mas aviso por cualquier dinero reclamado en la Demanda o por cualquier otro reclamo o alivio solicitado por Demandante. Usted puede perder dinero o propiedad o otros derechos importante para usted.

USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELEFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEERE CON INFORMACION DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEERE INFORMACION ACERCA AGENCIAS. QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

Clearfield County Courthouse
David S. Meholic, Court Administrator 230 East Market Street
Clearfield, PA 16830
814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

INDEPENDENCE RECEIVABLES CORPORATION	:	
ASSIGNEE OF GLASS MOUNTAIN	:	No.
ASSIGNEE OF FIFTH THIRD BANK	:	
Plaintiff	:	
vs	:	CIVIL ACTION - LAW
SAMUEL WALLACE	:	
KAREN WALLACE	:	
Defendant(s)	:	

COMPLAINT

AND NOW, comes the Plaintiff, by and through its attorneys and the law firm of Wolpoff & Abramson, LLP, and files this Complaint and in support avers as follows:

1. Plaintiff is INDEPENDENCE RECEIVABLES CORPORATION ASSIGNEE OF GLASS MOUNTAIN ASSIGNEE OF FIFTH THIRD BANK , located at 702 King Farm Blvd Rockville, MD 20850.
2. Defendant, SAMUEL WALLACE, is an adult individual with a last known address of 2030 Route 2030 Mineral Spring, Clearfield County, PA 16855.
3. Defendant, KAREN WALLACE, is an adult individual with a last known address of 301 Weaver St Clearfield, Clearfield County, PA 16830-0000.
4. It is averred that Defendants were issued an open end credit card account.

5. At all relevant times material hereto, Defendants have used said charge card for the purchase of products, goods and/or for obtaining services.

6. Defendants were provided with copies of the Statement of Accounts showing all debits and credits for transactions on the aforementioned credit card account to which there was no bona fide objection by Defendants. A true and correct copy of the Statement of Account is attached hereto, incorporated herein and marked as Exhibit "A".

7. As of the date of this Complaint, the remaining balance due, owing and unpaid on Defendants' credit card account as a result of the charges made by said Defendants and/or any authorized users is the sum of \$10,984.39.

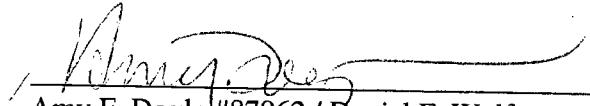
8. Despite reasonable and repeated demands for payment, Defendants have refused and continue to refuse to pay all sums due and owing on the aforementioned account balance, all to the damage and detriment of the Plaintiff.

9. The amount in controversy is within the jurisdictional amount requiring compulsory arbitration.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter Judgment in favor of the Plaintiff and against Defendants in the amount of \$10,984.39, plus costs of this action and any other relief as this Court deems just and reasonable.

Respectfully Submitted,

Date: 1/31/08



Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259
Wolpoff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

VERIFICATION

The undersigned hereby states that they are the attorney for the Plaintiff who is located outside of this jurisdiction and in order to file the within document in an expedient and timely manner, they are authorized to take this verification on behalf of said Plaintiff in the within action and verifies that the statements made in the foregoing Pleading are true and correct to the best of their knowledge, information, and belief, based upon information provided by the Plaintiff.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 1/31/08


Amy F. Doyle #87062 / Daniel F. Wolfson #20617
Philip C. Warholic #86341 / David R. Galloway #87326
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259
Wolpoff & Abramson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Telephone: (717) 303-6700
Counsel for Plaintiff

••FICHINFO1 •• Date 10/04/07 Account 819911435 Mode L ••Nxt + •
ACCOUNT# 819911435 CLIENT# 001978 ACCT BALANCE \$10,984.39
LPYMT DT 07/27/06
OPEN DT 05/19/00
CHRG OFF DT 07/27/06
PURCHASE DT 09/29/07
*CC2-DEBT-NAME *CC2-DEBT-SALUT*CC2-DEBT-ALIAS
WALLACE, SAMUEL
*CC2-DEBT-ADDR *CC2-DEBT-CITY-ST *CC2-DEBT-ZIP*CC2-DEBT-PHONE
2030 ROUTE 2030 MINERAL SPRING, PA 16855 8148577558
*CC2-DEBT-FAX*CC2-DEBT-SSN *CC2-RFILE-NR*CC2-DEBT-DOB*CC2-DEBT-DRIVERS-LIC
XXX-XX-4561
*CC-REC-TYPE*CC-FILENO *CC-FCRW-FILE *CC-MASCO-FILE *CC-FORW-ID
01 0300184881 819911435 MD16 INDP
*CC-FIRM-ID*CC1-DATE-FORW*CC1-LIST-FORW*CC1-COMM*CC1-SUIT-FEE*CC1-ORIG-AMT-OUT
XLLP 10/03/07 \$.00 \$10,984.39
*CC1-INT-AMT-OUT*CC1-ORIG-INT-DATE*CC1-CRED-NAME
\$.00 07/27/06 INDEPENDENCE
*CC1-CRED-NAME2 *CC1-CRED-ADDR *CC1-CRED-CITY-ST
*CC1-CRED-ZIP*CC1-BAL-AMT-OUT*CC1-TYPE*CC1-LPAY-DATE*CC1-LPAY-AMT-OUT
0000001098439 07/27/06 \$.00
*CC3-DEBT2-NAME *CC3-DEBT2-ADDR *CC3-DEBT2-CITY-ST-ZIP
WALLACE, KAREN 301 WEAVER STREET CLEARFIELD, PA, 16830
•MODE L=LFT R=RGT W=WRP Next File •
••FICHINFO1 •• Date 10/04/07 Account 819911435 Mode L ••Nxt + •
*CC3-DEBT2-PHONE*CC3-DEBT2-SSN *CC3-DEBT3-NAME
XXX-XX-6447 8145923095
*CC3-DEBT3-ADDR *CC3-DEBT3-CITY-ST-ZIP *CC3-DEBT3-PHONE
*CC3-DEBT3-SSN *CC3-DEBT2-DOB*CC3-DEBT3-DOB*CC3-DEBT2-DRIVERS-LIC
XXX-XX-0000
*CC3-DEBT3-DRIVERS-LIC

•MODE L=LFT R=RGT W=WRP Next File •

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

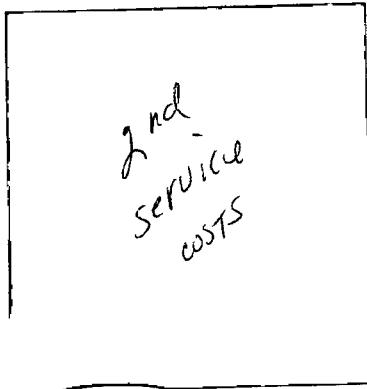
DOCKET # 104151
NO: 08-217-CD
SERVICES 1
COMPLAINT & PRAECIPE

PLAINTIFF: INDEPENDENCE RECEIVABLES CORPORATION Assignee
vs.
DEFENDANT: SAMUEL WALLACE

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WOLPOFF	00280138	10.00
SHERIFF HAWKINS	WOLPOFF	0280138	14.05



FILED
0/3/10 CM
JUN 18 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of _____ 2008



Chester A. Hawkins
Sheriff

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

INDEPENDENCE RECEIVABLES :
CORPORATION :
ASSIGNEE OF GLASS MOUNTAIN :
ASSIGNEE OF FIFTH THIRD BANK :
Plaintiff :
vs. : No. 08-217-CD
SAMUEL WALLACE and :
KAREN WALLACE :
Defendants :

CASE NUMBER: No. 08-217-CD
TYPE OF CASE: Civil
TYPE OF PLEADING: CERTIFICATE OF SERVICE

FILED No CC.
01043cm
JUN 24 2008


William A. Shaw
Prothonotary/Clerk of Courts

FILED ON BEHALF OF: Defendant, Samuel Wallace

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
207 E. Market Street
Clearfield, PA 16830
(814) 765-1581

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

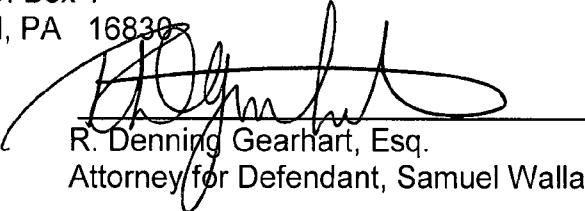
INDEPENDENCE RECEIVABLES
CORPORATION :
ASSIGNEE OF GLASS MOUNTAIN
ASSIGNEE OF FIFTH THIRD BANK,
Plaintiff :
vs. : No. 08-217-CD
SAMUEL WALLACE and
KAREN WALLACE,
Defendants :
:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy of Defendant's Preliminary Objections to Plaintiff's Complaint filed in the above matter on the Plaintiff through Plaintiff's attorney and on Defendant, Karen Wallace, through her attorney, by depositing such documents in the United States Mail, first class, postage prepaid and addressed as follows:

Amy F. Doyle, Esq.
Wolpoff & Abramson, LLP
4660 Trindle Road, Suite 300
Camp Hill, PA 17011

John R. Ryan, Esq.
Belin, Kubista & Ryan, LLP
15 North Front Street
P. O. Box 1
Clearfield, PA 16830


R. Denning Gearhart, Esq.
Attorney for Defendant, Samuel Wallace

Dated: June 24, 2008

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

INDEPENDENCE RECEIVABLES :
CORPORATION :
ASSIGNEE OF GLASS MOUNTAIN :
ASSIGNEE OF FIFTH THIRD BANK, :
Plaintiff :
vs. :
SAMUEL WALLACE and :
KAREN WALLACE, :
Defendants :
No. 08 - 217 - C.D.

**PETITION FOR LEAVE TO
WITHDRAW AS COUNSEL**

Filed on behalf of
Defendant, KAREN WALLACE,
now known as KAREN
BILLOTTE

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED *4cc*
07/24/08 *Atty Ryan*
JUN 24 2008
GW

William A. Shaw
Prothonotary/Clerk of Courts

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

INDEPENDENCE RECEIVABLES	:	
CORPORATION	:	
ASSIGNEE OF GLASS MOUNTAIN	:	
ASSIGNEE OF FIFTH THIRD BANK,	:	
Plaintiff	:	
vs.	:	No. 08-217-C.D.
SAMUEL WALLACE and	:	
KAREN WALLACE,	:	
Defendants	:	

PETITION FOR LEAVE TO WITHDRAW AS COUNSEL

NOW COMES, John R. Ryan, Esquire, counsel of record for Karen Wallace, now known as Karen Billotte, Defendant in the above captioned matter, and petitions the Honorable Court as follows:

1. On or about March 19, 2008, your Petitioner was retained as counsel for the above referenced Defendant in connection with the legal action filed to the above term and number.

2. Petitioner has filed the appropriate responsive pleadings including an Answer, New Matter and Cross-Claim against Defendant Samuel Wallace, also known as Sami Wallace. The filing of the Cross-Claim has resulted in the entry of a judgment in favor of the Defendant against the said Samuel Wallace, also known as Sami Wallace.

3. Petitioner has had no communication with the Defendant despite writing several letters to her.

4. Petitioner cannot effectively represent the interests of the Defendant without having communication with her.

5. It is believed and therefore averred that her position is protected by the filing of the responsive pleadings and that she will not be prejudiced by the relief requested herein.

WHEREFORE, Petitioner requests that the Court grant him leave to withdraw as counsel for Defendant Karen Wallace, now known as Karen Billotte.

BELIN, KUBISTA & RYAN LLP



John R. Ryan
Attorney for Defendant

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

INDEPENDENCE RECEIVABLES :
CORPORATION :
ASSIGNEE OF GLASS MOUNTAIN :
ASSIGNEE OF FIFTH THIRD BANK, :
Plaintiff :
vs. :
SAMUEL WALLACE and :
KAREN WALLACE, :
Defendants :
No. 08-217-C.D. :
F O

FILED 4cc Atty
03:45cm Ryan
JUN 25 2008 (G)

RULE

William A. Shaw
Prothonotary/Clerk of Courts

AND NOW, this 25th day of June, 2008, upon consideration of the foregoing Petition for Leave to Withdraw as Counsel, a Rule is hereby issued upon the Respondent, KAREN WALLACE, now known as KAREN BILLOTTE, to show cause why the relief requested therein should not be granted.

Rule returnable the 16th day of July, 2008, for filing a written response. Failure on the part of the Respondent objecting to the withdrawal of Petitioner as counsel by the date set forth above will result in the issuance of an Order granting the relief requested therein.

BY THE COURT:

Paul E. Cherry
Paul E. Cherry
Judge

FILED

JUN 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6-25-2008

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

INDEPENDENCE RECEIVABLES :
CORPORATION :
ASSIGNEE OF GLASS MOUNTAIN :
ASSIGNEE OF FIFTH THIRD BANK, :
Plaintiff :
vs. :
SAMUEL WALLACE and :
KAREN WALLACE, :
Defendants :
No. 08 - 217 - C.D.

CERTIFICATE OF SERVICE

Filed on behalf of
Defendant, KAREN WALLACE,
now known as KAREN
BILLOTTE

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED
01/11/05
JUN 27 2008
no cc
lm

William A. Shaw
Prothonotary/Clerk of Courts

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

INDEPENDENCE RECEIVABLES :
CORPORATION :
ASSIGNEE OF GLASS MOUNTAIN :
ASSIGNEE OF FIFTH THIRD BANK, :
Plaintiff :
: :
vs. : No. 08 - 217 - C.D.
: :
SAMUEL WALLACE and :
KAREN WALLACE, :
Defendants :
:

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Petition for Leave to Withdraw as Counsel filed in the above-captioned matter, together with a certified copy of the Rule, on the following party by postage prepaid first-class United States mail, on the 26th day of June, 2008:

Karen Billotte
301 Weaver Street
Clearfield, PA 16830
Defendant

Sarah Ehasz, Esquire
Wolpoff & Abrahamson, L.L.P.
Attorneys in the Practice of Debt Collection
4660 Trindle Road, Suite 300
Camp Hill, PA 17011
Attorney for Plaintiff

R. Denning Gearhart, Esquire
207 East Market Street
Clearfield, PA 16830
Attorney for Defendant Samuel Wallace

BELIN, KUBISTA & RYAN LLP


John R. Ryan
Attorney for Defendant

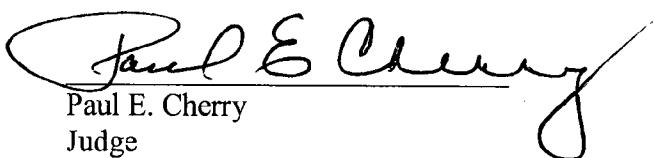
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

INDEPENDENCE RECEIVABLES :
CORPORATION :
ASSIGNEE OF GLASS MOUNTAIN :
ASSIGNEE OF FIFTH THIRD BANK, :
Plaintiff :
vs. :
No. 08 - 217 - C.D.
SAMUEL WALLACE and :
KAREN WALLACE, :
Defendants :
:

ORDER

AND NOW, this 17th day of July, 2008, no response having been filed to the Court's Rule dated June 25, 2008, it is the ORDER of this Court that JOHN R. RYAN, ESQUIRE be and is hereby granted leave to withdraw as counsel for KAREN WALLACE, now known as KAREN BILLOTTE, Defendant in the above-captioned matter.

BY THE COURT:


Paul E. Cherry
Judge

FILED 6K
01:14 PM GK
JUL 17 2008
William A. Shaw
Prothonotary/Clerk of Courts
ICC TATTYS:
DOYLE, RYAN,
GEARHART
EHASZ
ICC DEF. KAREN
WALLACE -
301 WEAVER ST., CLFDPA

FILED

JUL 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7-17-08

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:

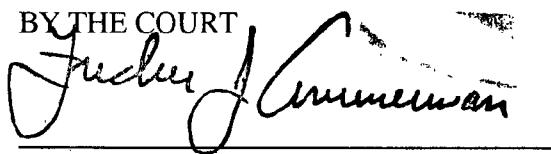
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

INDEPENDENCE RECEIVABLES CORP. : No. 08 217 CD
ASSIGNEE OF GLASS MOUNTAIN, :
ASSIGNEE OF FIFTH THIRD BANK, :
PLAINTIFF :
v. : CIVIL DIVISION
: :
KAREN WALLACE & :
SAMUEL WALLACE, :
DEFENDANTS :
:

ORDER OF COURT

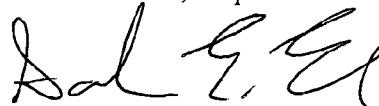
AND NOW, TO-WIT, THIS 16th DAY OF JULY, 2008, upon
consent of counsel at law, it is hereby ordered that Defendant, Samuel Wallace's
Preliminary Objections are sustained as to the Complaint against Defendant, Samuel
Wallace. Plaintiff is granted leave of court to file an Amended Complaint within ninety
(90) days from the date hereof.

BY THE COURT

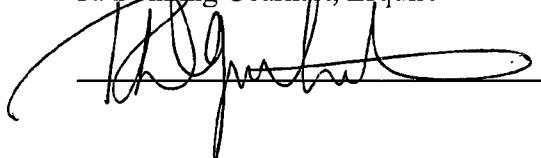


J.

Consent of Plaintiff's Counsel
Sarah E. Ehassz, Esquire



Consent of Defendant, Samuel Wallace's Counsel
R. Denning Gearhart, Esquire



FILED
O 3:30 P.M. GK
JUL 17 2008 4CC R. DENNING
GEARHART

William A. Shaw
Prothonotary/Clerk of Courts

(G)

REGIONAL OFFICES

TEMPE, AZ
AGOURA HILLS, CA
CONCORD, CA
DENVER, CO
WILMINGTON, DE
BOCA RATON, FL
ATLANTA, GA
ROCKVILLE, MD
NOVI, MI
MINNETONKA, MN
CHARLOTTE, NC
CARSON CITY, NV
ROCHESTER, NY
INDEPENDENCE, OH

LAW OFFICES
MANN BRACKEN LLC
Attorneys in the Practice of Debt Collection
(A National Collection Attorney Network Firm)

ONE OXFORD CENTRE
301 GRANT STREET, SUITE 4300
PITTSBURGH, PA 15219

412-577-4075

THE SUCCESSOR BY MERGER TO WOLPOFF & AERAMSON
LLP, AND ESKANOS & ADLER, P.C.

(TOLL FREE)
1-800-758-0675

FACSIMILE 412-577-4076

PLEASE DIRECT ALL INQUIRIES TO THE PITTSBURGH OFFICE

REGIONAL OFFICES

PORTLAND, OR
CAMP HILL, PA
PITTSBURGH, PA
CLINTON, TN
NASHVILLE, TN
DALLAS, TX
HOUSTON, TX
IRVING, TX
SAN ANTONIO, TX
FAIRFAX, VA
RICHMOND, VA
VIRGINIA BEACH, VA
VIENNA, VA

July 9, 2008

SARAH E EHASZ, ESQUIRE

R. Denning Gearhart, Esquire
207 E Market Street
Clearfield PA 16830

Re: Independence Receivable Corporation
Samuel Wallace
Docket No: 08217CD
MB No: 178601275

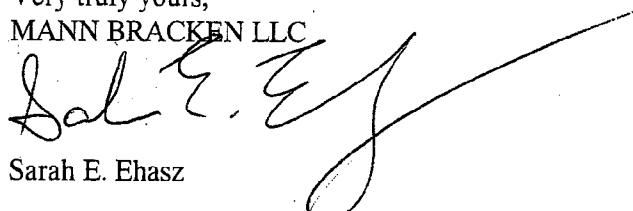
Dear Attorney Gearhart:

As you are aware, I am the attorney handling the above referenced matter on behalf of the Plaintiff.

I recently received a message from your office indicating that you would agree to a consent order for this account allowing me time to file an Amended Complaint. I have enclosed a proposed consent order which would sustain your preliminary objections and give me ninety (90) days to file an Amended Complaint. Given the fast approaching court date, I have signed this consent order. If you are willing, I would ask that you sign this document and forward it to the Court so as to eliminate the need for the argument on July 18, 2008.

If you should have any questions or concerns, please contact me directly at 412-577-4077.

Very truly yours,
MANN BRACKEN LLC


Sarah E. Ehasz

SEE:rch

Enclosure

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

DATE: 7-17-08

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:

FILED

JUL 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

INDEPENDENCE RECEIVABLES CORP. : No. 08 217 CD
ASSIGNEE OF GLASS MOUNTAIN, :
ASSIGNEE OF FIFTH THIRD BANK, :
PLAINTIFF :
CIVIL DIVISION
v.
KAREN WALLACE & :
SAMUEL WALLACE, :
DEFENDANTS :

ORDER OF COURT

AND NOW, TO-WIT, THIS 18 DAY OF July, 2008, upon
consent of counsel at law, it is hereby ordered that Defendant, Samuel Wallace's
Preliminary Objections are sustained as to the Complaint against Defendant, Samuel
Wallace. Plaintiff is granted leave of court to file an Amended Complaint within ninety
(90) days from the date hereof.

BY THE COURT,

Paul C. Wren

1

Consent of Plaintiff's Counsel
David R. Galloway, Esquire

Consent of Defendant, Samuel Wallace's Counsel
R. Denning Gearhart, Esquire

ORIGINAL

FILED
014:00 B7
JUL 18 2008
G10

William A. Shaw
Prothonotary/Clerk of Courts
ICC Atys. Galloway
Gearhart
Ryan

FILED

JUL 18 2008

William A. Shaw,
Prothonotary/Clerk of Courts

DATE: 7/18/08

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:

REGIONAL OFFICES

TEMPE, AZ
AGOURA HILLS, CA
CONCORD, CA
DENVER, CO
WILMINGTON, DE
BOCA RATON, FL
ATLANTA, GA
ROCKVILLE, MD
NOVI, MI
MINNETONKA, MN
CHARLOTTE, NC
CARSON CITY, NV
ROCHESTER, NY
INDEPENDENCE, OH

LAW OFFICES

MANN BRACKEN LLC

Attorneys in the Practice of Debt Collection
(A National Collection Attorney Network Firm)

4868 TRINITY ROAD
SUITE 300
CAMP HILL, PA 17011

717-303-8700

THE SUCCESSOR BY MERGER TO WOLPOFF & ABRAMSON
LLP, AND ESKANAS & ADLER, P.C.

(TOLL FREE)
1-800-758-0675

FACSIMILE 717-737-9051

PLEASE DIRECT ALL INQUIRIES TO THE CAMP HILL OFFICE

REGIONAL OFFICES

PORTLAND, OR
CAMP HILL, PA
PITTSBURGH, PA
CLINTON, TN
NASHVILLE, TN
DALLAS, TX
HOUSTON, TX
IRVING, TX
SAN ANTONIO, TX
FAIRFAX, VA
RICHMOND, VA
VIRGINIA BEACH, VA
VIENNA, VA

PERSONAL & CONFIDENTIAL**TO:**

Attorney Gearhart

FAX NO.:

814-765-8142

TOTAL NUMBER OF PAGES (INCL. COVER PAGE):

2

DATE:

July 17, 2008

FROM:

Angie-(717) 303-6716

FAX NO.:

717-737-9051

COMMENTS:**IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL US AS SOON AS POSSIBLE.**

CONFIDENTIALITY NOTICE: Information contained in this facsimile message is confidential and may be protected by the attorney-client privilege. The contents are intended for the use of the individual or entity named above only. If the reader of this message is not the recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above main address via the U.S. Postal Service.

NOTICE

* This is an attempt by a debt collector to collect a debt and any information obtained will be used for that purpose. *

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

INDEPENDENCE RECEIVABLES :
CORPORATION :
ASSIGNEE OF GLASS MOUNTAIN :
ASSIGNEE OF FIFTH THIRD BANK, :
Plaintiff :
vs. :
SAMUEL WALLACE and :
KAREN WALLACE, :
Defendants :

FILED

JUL 22 2008

073-1516

William A. Shaw
Prothonotary/Clerk of Courts

No. 08-217-C.D. *4 cent to Atty*

**PRAECIPE FOR WITHDRAWAL OF
APPEARANCE**

Filed on behalf of:
Petitioner, John R. Ryan

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

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

INDEPENDENCE RECEIVABLES	:	
CORPORATION	:	
ASSIGNEE OF GLASS MOUNTAIN	:	
ASSIGNEE OF FIFTH THIRD BANK,	:	
Plaintiff	:	
vs.	:	No. 08 - 217 - C.D.
SAMUEL WALLACE and	:	
KAREN WALLACE,	:	
Defendants	:	

PRAECIPE FOR WITHDRAWAL OF APPEARANCE

TO WILLIAM SHAW, PROTHONOTARY:

Pursuant to the Order dated July 17, 2008, please withdraw my appearance as counsel for **KAREN WALLCE, now KNOWN AS KAREN BILLOTTE**, Defendant in the above-captioned action.



John R. Ryan, Esquire

FILED
JUL 22 1973
William A. Shultz
Prothonotary/Clerk Ct. of Appeals

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Independence Receivables Corporation
Assignee of Glass Mountain
Assignee of Fifth Third Bank

Plaintiff

NO. 08-217-CD

vs.

CIVIL ACTION - LAW

Samuel Wallace
Karen Wallace

Defendant(s)

PRAECIPE TO DISCONTINUE FOR SAMUEL WALLACE ONLY

To the Prothonotary:

Please mark the above-entitled case as discontinued without prejudice for Samuel Wallace only.

Respectfully Submitted,

Philip C Warholic

Amy F. Doyle #87062

Philip C. Warholic #86341

David R. Galloway #87326

Sarah E. Ehasz #86469

Robert N. Polas, Jr. #201259

MANN BRACKEN LLC

The Successor by Merger to Wolpoff & Abramson, LLP
and Eskanos & Adler, PC

Attorneys in the Practice of Debt Collection

4660 Trindle Rd., Suite 300

Camp Hill, PA 17011

(717) 303-6700

178601275

9
FILED 1CC Atty
m/11/08 Lm Warholic
OCT 14 2008
(LM)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Independence Receivables Corporation
Assignee of Glass Mountain
Assignee of Fifth Third Bank
Plaintiff

NO. 08-217-CD

vs.

CIVIL ACTION – LAW

Samuel Wallace
Karen Wallace
Defendant(s)

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and correct copy of the Praecept
to Discontinue was served upon the individual(s) listed below by Regular Mail,
Postage Pre-Paid on this 10 day of October, 2008.

Denning R Gearhart, Esquire
207 E Market Street
Clearfield, PA 16830

Karen Wallace
301 Weaver St
Clearfield, PA 16830


Amy F. Doyle #87062
Philip C. Warholic #86341

David R. Galloway #87326
Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259
MANN BRACKEN LLC
The Successor by Merger to Wolpoff &
Abramson, LLP and Eskanos & Adler, PC
Attorneys in the Practice of Debt Collection
4660 Trindle Rd., Suite 300
Camp Hill, PA 17011
(717) 303-6700

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104334
NO: 08-218-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: PHH MORTGAGE CORPORATION
vs.
DEFENDANT: RAYMOND L. SWACKHAMMER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	707495	10.00
SHERIFF HAWKINS	PHELAN	707495	31.23

s
FILED
03:30pm
OCT 10 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008

Chester A. Hawkins

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Independence Receivables Corporation
Assignee of Glass Mountain
Assignee of Fifth Third Bank

Plaintiff

NO. 08-217-CD

vs.

CIVIL ACTION - LAW

Samuel Wallace
Karen Wallace

Defendant(s)

FILED

MAR 27 2009
AM/12-20/CW
William A. Shaw
Prothonotary/Clerk of Courts
1 CEN to ATT

PRAECIPE TO DISCONTINUE FOR KAREN WALLACE ONLY

To the Prothonotary:

Please mark the above-entitled case as discontinued without prejudice against Karen Wallace only.

Respectfully Submitted,



Amy F. Doyle #87062
Philip C. Warholic #86341
David R. Galloway #87326
Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259
MANN BRACKEN LLP
The Successor by Merger to Wolpoff & Abramson, LLP
and Eskanos & Adler, PC
Attorneys in the Practice of Debt Collection
4660 Trindle Rd., Suite 300
Camp Hill, PA 17011
(717) 303-6700

178601275

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Independence Receivables Corporation
Assignee of Glass Mountain
Assignee of Fifth Third Bank

Plaintiff

NO. 08-217-CD

vs.

CIVIL ACTION – LAW

Samuel Wallace
Karen Wallace

Defendant(s)

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and correct copy of Praeclipe To Discontinue, was served upon the individual(s) listed below by Regular Mail, Postage Pre-Paid on this 25 day of March, 2009.

John R Ryan, Esquire
15 N Front St.
PO Box 1
Clearfield, PA 16830


Amy F. Doyle #87062
Philip C. Warholic #86341
David R. Galloway #87326
Sarah E. Ehasz #86469
Robert N. Polas, Jr. #201259
MANN BRACKEN LLP
The Successor by Merger to Wolpoff &
Abramson, LLP and Eskanos & Adler, PC
Attorneys in the Practice of Debt Collection
4660 Trindle Rd., Suite 300
Camp Hill, PA 17011
(717) 303-6700

Prothonotary/Clerk of Courts
William A. Shew

MAR 27 1990

FILED