08-541-CD
Chase Bank vs Nichole Rutter

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHASE BANK USA, N.A.

Plaintiff

No: 08-541-CD

vs.

COMPLAINT IN CIVIL ACTION

NICHOLE E RUTTER

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
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06382440 C J Pit SJS

FILED
m/11:13AM Atty pd. 95.00
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William A. Shaw
Prothonotary/Clerk of Courts

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

CHASE BANK USA, N.A.

Plaintiff

vs. Civil Action No

NICHOLE E RUTTER

Defendant

COMPLAINT AND NOTICE TO DEFEND

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

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

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

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

COMPLAINT

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

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

NICHOLE E RUTTER
290 RUTTER DR
COALPORT, PA 16627

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number XXXXXXXXXXXXXXXX8212 .

4. Defendant made use of said credit card and has a current balance due of $12765.41 .

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

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

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

8. Plaintiff is entitled to interest at the statutory rate of 6.00% per annum from March 17, 2008.

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

WHEREFORE, the Plaintiff prays for judgment against Defendant, NICHOLE E RUTTER, individually, the amount of $12765.41 with continuing interest thereon at the statutory rate of 6.00% per annum from March 17, 2008, plus attorneys' fees of $300.00 and costs.

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 2178
Pittsburgh, PA 15219
(412) 434-7955
(412) 338-7130
WWR#06382440

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

Statement for account number: 5491 0416 6007 8212

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
$12,512.42	10/27/07	$1,705.00	$3,482.42

CHASE

6392440

Amount Enclosed $.

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

5491041660078212003482420125124200000004

50079 BEX Z 27507 D
NICHOLE E RUTTER
290 RUTTER DR
COALPORT PA 16627-8966

CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153

⑆500016028⑆ 4991660078 2123⑈

CHASE

Opening/Closing Date: 09/03/07 - 10/02/07
Payment Due Date: 10/27/07
Minimum Payment Due: $3,482.42

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect
1-302-594-8200

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

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

VISIT US AT:
www.chase.com/creditcards

MASTERCARD ACCOUNT SUMMARY Account Number: 5491 0416 6007 8212

Previous Balance	$12,132.79	Total Credit Line	$11,200
Purchases, Cash, Debits	+$78.00	Available Credit	$0
Finance Charges	+$301.63	Cash Access Line	$6,720
New Balance	$12,512.42	Available for Cash	$0

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

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Amount Debit
09/27		LATE FEE		$39.00
09/03		OVERLIMIT FEE		39.00

FINANCE CHARGES

Category	Daily Periodic Rate 30 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	V .08216%	29.99%	$9,702.32	$239.15	$0.00	$0.00	$239.15
Cash advances	V .08216%	29.99%	$2,534.86	$62.48	$0.00	$0.00	$62.48
Convenience check	V .08216%	29.99%	$0.00	$0.00	$0.00	$0.00	$0.00
Balance transfer	V .08216%	29.99%	$0.00	$0.00	$0.00	$0.00	$0.00
Total finance charges							$301.63

Effective Annual Percentage Rate (APR): 29.99%

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

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

EXHIBIT
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This Statement is a Facsimile - Not an original

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CMA12675

Cardmember Agreement

ACCEPTANCE OF THIS AGREEMENT
This agreement governs your credit card account with us referenced on the card carrier
containing the card for this account. Any use of your account is covered by this agreement.
Please read the entire agreement and keep it for your records. You authorize us to pay
for and charge your account for all transactions made on your account. You promise to
pay us for all transactions made on your account, as well as any fees or finance charges.
If this is a joint account, each of you, together and individually, is responsible for paying
all amounts owed, even if the account is used by only one of you.
Please sign the back of your credit card when you receive it. You will be bound by this
agreement if you or anyone authorized by you use your account for any purpose, even if
you don't sign your card. Whether you use your account or not, you will be bound by this
agreement unless you cancel your account within 30 days after receiving your card and
you have not used your account for any purpose.
Throughout this agreement, the words "we", "us" and "our" mean Chase Bank USA, N.A.,
the issuer of your credit card and account. The words "you", "your" and "yours" mean all
persons responsible for complying with this agreement, including the person who applied
for the account and the person to whom we address billing statements, as well as any
person who agrees to be liable on the account. The word "card" means one or more cards
or other access devices, such as account numbers, that we have issued to permit you
to obtain credit under this agreement.

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

Types of Transactions:

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

Billing Cycle: In order to manage your account, we divide time into periods called "billing
cycles". Each billing cycle is approximately one month in length. For each calendar month,
your account will have a billing cycle that ends in that month. Your account will have a
billing cycle ending in each calendar month whether or not there is a billing statement
for that billing cycle.
Authorized Users: If you allow someone to use your account, that person will be an
authorized user. You should think carefully before allowing anyone to become an
authorized user because you are allowing that person to use the account as you can.
You will remain responsible for the use of your account and each card issued on your
account according to the terms of this agreement. This includes your responsibility for
paying all charges on your account made by an authorized user on your account. If you
You may request an additional card for use by an authorized user.
do so, this account may appear on the credit report of that authorized user.
You must notify us to terminate an authorized user's permission to use your account. If
you notify us, we may close the account and/or issue a new card or cards with a different
account number. You should also recover and destroy any cards, checks or any other
means of access to your account from that authorized user.
Credit Line: Your credit line appears on your billing statements. We may also refer to the
credit line as a credit limit or spending limit. Your billing statement also may show that
only a portion of your credit line may be used for cash advances. Cash advances, including
cash advance checks, are charged against the cash advance portion of your credit line,
and all other transactions are charged against your credit line. You are responsible for
keeping track of your account balance, including any fees and finance charges, and
making sure it remains below your credit line. If your account balance is over your credit
line for any reason, we may charge you an overlimit fee as described in this agreement.
We may, but are not required to, authorize charges that go over your credit line. You must
pay any amount over your credit line, and you must pay us immediately if we ask you to.
This agreement applies to any balance over your credit line.
At our discretion, we may increase, reduce, or cancel your credit line, or the cash advance
portion of your credit line, at any time. However, if you have asked us not to do so, we
will not increase your credit line. A change to your credit line will not affect your obligation
to pay us.
International Transactions: International transactions include any transaction that you
make in a foreign currency or that you make outside of the United States of America even
if it is made in U.S. dollars. If you make a transaction in a foreign currency, Visa
International or MasterCard International, Inc., will convert the transaction into U.S.
dollars by using its respective currency conversion procedures. The exchange rate each
entity uses to convert currency is a rate that it selects either from the range of rates
available in the wholesale currency markets for the applicable processing date (which
rate may vary from the rate the respective entity itself receives), or the
government-mandated rate in effect on the applicable processing date. The rate in effect
on the applicable processing date may differ from the rate on the date you used your card
or account. We reserve the right to charge you an additional three percent (3%) of the
U.S. dollar amount of any international transaction, whether that transaction was originally
made in U.S. dollars or was made in another currency and converted to U.S. dollars by
Visa or MasterCard. In either case, the 3% will be calculated on the U.S. dollar amount
provided to us by that entity. The same process and charges may apply if any international
transaction is reversed.
Refusal to Authorize Transactions: We may, but are not required to, decline a transaction
on your account for any of the following reasons:

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

We are not responsible for any losses if a transaction on your account is declined for
any reason, either by us or a third party, even if you have sufficient credit available.
For online transactions, we may require that you register your account with an
authorization system that we select. We will notify you if we want you to register. If you
do not register, we may decline your online transactions.
Refusal to Pay Checks: Each check you write is your request for funds. When we receive
a check for payment, we may review your account to decide whether to authorize that
check. We may, but are not required to, reject and return unpaid a check for any reason,
including the following examples:

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

Lost or Stolen Cards, Checks or Account Numbers: If any card, check, account number
or other means to access your account is lost or stolen, or you think someone used or
may use them without your permission, you must notify us at once by calling the
Cardmember Service telephone number shown on your card or billing statement. Do not
use your account after you notify us, even if your card, check, account number or other
means to access your account is found or returned. We may terminate or suspend your
credit privileges when you notify us of any loss, theft or unauthorized use related to your
account.
You may be liable if there is unauthorized use of your account from which you receive
no benefit, but you will not be liable for more than $50.00 of such transactions, and you
will not be liable for any such transactions made after you notify us of the loss, theft or
unauthorized use. However, you must identify for us the unauthorized charges from which
you received no benefit.
We may require you to provide us information in writing to help us find out what happened.
We may also require you to comply with certain procedures in connection with our
investigation.

PAYMENTS
Payment Instructions: Your billing statement and accompanying envelope include
instructions you must follow for making payments and sets forth the date and time by
which we must receive the payment.
You agree to pay us amounts you owe in U.S. dollars drawn on funds on deposit in a U.S.
financial institution or the U.S. branch of a foreign financial institution using a payment
check, money order or automatic debit that will be processed or honored by your financial
institution. We will not accept cash payments. Your total available credit may not be
restored for up to 15 days after we receive your payment.
Any payment check or other form of payment which you send to us for less than the full
balance that is marked "paid in full" or with a similar notation or that you otherwise tender
in full satisfaction of a disputed amount (conditional payments), must be sent to us at the
conditional payments address listed on your monthly statement. We reserve all our rights
regarding such payments. For example, if it is determined there is no valid dispute or if
any such payment is received at any other address, we may accept the payment and you
will still owe any remaining balance. We may refuse to accept any such payment by
returning it to you, not cashing it or by destroying it. All other payments that you make
should be sent to the regular payment address shown on your monthly statements.
We reserve the right to electronically collect your eligible payment checks, at first
presentment and any representment, from the bank account on which the check is drawn.
Our receipt of your payment checks is your authorization for us to collect the amount

EXHIBIT

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

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

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

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

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

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

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

FINANCE CHARGES

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

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

A "margin" is the percentage we add to the Prime Rate to calculate the APR. A "business day" is any day that is not a weekend or federal holiday. The Rates and Fees Table shows which rates, if any, are variable rates. It also lists the margin for each variable rate and any minimum daily periodic rate and corresponding APR.

Two business days before the Closing Date shown on your billing statement we see what the Prime Rate is. We then add the applicable margin to that Prime Rate to get the APR. The daily periodic rate is calculated as described above.

If our calculation results in a change to a daily periodic rate from the previous billing cycle because the Prime Rate has changed, the new rate will apply as of the first day of your billing cycle that ends in the calendar month in which we made the calculation. If the daily periodic rate increases, you will have to pay a higher periodic finance charge and may have to pay a higher minimum payment.

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

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

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

balances from the previous billing cycle for which periodic finance charges have
not been already billed
If we decide not to increase your APR even though there is a default or if we do not
increase your APR up to the maximum default rate stated in the Rates and Fees
Table, we reserve our right to increase your APR in the event of any future default.
We may in our discretion determine to charge reduced default rates or reinstate
standard rates for all or selected balances on your account.
Finance Charge Calculation—Two-Cycle Average Daily Balance Method (Including
New Purchases) for Purchases and Average Daily Balance Method (Including New
Transactions) for Other Transactions: We calculate periodic finance charges
separately for each balance associated with a different category of transactions
(for example, purchases, balance transfers, balance transfer checks, cash advances,
cash advance checks, overdraft advances, and each promotion). These calculations
may combine different categories with the same daily periodic rates. This is how it
works:
We calculate the periodic finance charges for purchases in two steps, as follows:
We calculate the periodic finance charges for purchases in two steps, as follows.

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

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

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

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

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

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

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

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

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

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

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

- cash advance checks;
- cash advances

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

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

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

- balance transfer checks;
- balance transfers.

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

OTHER FEES AND CHARGES

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

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

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

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

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

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

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

DEFAULT/COLLECTION

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

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

If we consider your account to be in default, we may close your account without notice and require you to pay your unpaid balance immediately. We also may require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we deem your account to be six or more billing cycles past due.

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

CLOSING YOUR ACCOUNT

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

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

If you or we close your account, you and any authorized users must immediately stop using your account and destroy all cards, checks or other means to access your account or return them to us upon request You will continue to be responsible for charges to your account even if they are made or processed after your account is closed and you will be required to pay the outstanding balance on your account according to the terms of this agreement. In addition, to the extent allowed by law, we may require you to pay the outstanding balance immediately or at any time after your account is closed

ARBITRATION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT SUCH AS THAT IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. YOU WILL NOT BE ABLE TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, OR BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS AND OTHER REPRESENTATIVE ACTIONS). OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO A COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DECISION MAY BE MORE LIMITED EXCEPT AS OTHERWISE PROVIDED BELOW, THOSE RIGHTS ARE WAIVED

Binding Arbitration. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and be enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1-16 as it may be amended This Arbitration Agreement sets forth the circumstances and procedures under which claims (as defined below) may be resolved by arbitration instead of being litigated in court

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

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

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

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

No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. The only Claims that may be joined in an individual action under this Arbitration Agreement are (1) those brought by us against you and any co-applicant, joint cardmember, or authorized user of your Account. or your heirs or your trustee in bankruptcy or (2) those brought by you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy against us

Initiation of Arbitration The party filing a Claim in arbitration must choose one of the following two arbitration administrators: American Arbitration Association; or National Arbitration Forum. These administrators are independent from us The administrator does not conduct the arbitration Arbitration is conducted under the rules of the selected arbitration administrator by an impartial third party chosen in accordance with the rules of the selected arbitration administrator and as may be provided in this Arbitration Agreement. Any arbitration hearing that you attend shall be held at a place chosen by the arbitrator or arbitration administrator within the federal judicial district in which you reside at the time the Claim is filed, or at some other place to which you and we agree in writing You may obtain copies of the current rules of each of the two arbitration administrators, information about arbitration and arbitration fees, and instructions for initiating arbitration by contacting the arbitration administrators as follows:

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

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

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

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

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

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

CHANGES TO THIS AGREEMENT

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

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

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

CREDIT INFORMATION

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

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

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

NOTICES/CHANGE OF PERSONAL INFORMATION

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

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

TELEPHONE MONITORING AND RECORDING

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

INFORMATION SHARING

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

ILLINOIS CARDMEMBERS

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

ENFORCING THIS AGREEMENT

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

ASSIGNMENT

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

GOVERNING LAW

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

FOR INFORMATION

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

YOUR BILLING RIGHTS

Keep This Notice For Future Use

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

Notify Us In Case Of Errors Or Questions About Your Bill

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

In your letter, give us the following information:

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

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

Your Rights And Our Responsibilities After We Receive Your Written Notice

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

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

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount In either case, we will send you a statement of the amount you owe and the date that it is due

If you fail to pay the amount that we think you owe, we may report you as delinquent However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill And, we must tell you the name of anyone we reported you to We must tell anyone we report you to that the matter has been settled between us when it finally is

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

Special Rules for Credit Card Purchases

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

(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and

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

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

VERIFICATION

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

Chase Bank, USA, N.A..

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103954
NO: 08-541-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CHASE BANK USA, N.A.
vs.
DEFENDANT: NICHOLE E. RUTTER

SHERIFF RETURN

NOW, April 08, 2008 AT 3:19 PM SERVED THE WITHIN COMPLAINT ON NICHOLE E. RUTTER DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO NICHOLE RUTTER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3354523	10.00
SHERIFF HAWKINS	WELTMAN	3354523	90.00

FILED
0/2:40 cm
JUL 14 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

______ Day of ____________ 2008

____

So Answers,

Chester A. Hawkins
by Marilyn Hamm

Chester A. Hawkins
Sheriff

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

CHASE BANK USA, NA Plaintiff vs. NICHOLE E. RUTTER Defendant	* * * * *	NO. 2008-541-CD

ORDER

NOW, this 25th day of June, 2013, upon the Court's review of the docket and noting no activity for a period of over four years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,

Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge

No CC

0/9:08am

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GK

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