

08-738-CD

Chase Bank vs Libby Harkleroad

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

CHASE BANK USA, N.A.

Plaintiff

vs.

LIBBY A HARKLEROAD

Defendant

No: 08-738-CD

COMPLAINT IN CIVIL ACTION

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
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Pittsburgh, PA 15219
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06566224 C J Pit SJS

FILED *Att. pd. \$95.00*
m/2/23/08
APR 23 2008 *ICC Sheriff*

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

LIBBY A HARKLEROAD

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:

LIBBY A HARKLEROAD
740 E MAIN ST
MAHAFFEY, PA 15757

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number XXXXXXXXXXXXXXXX4866 .

4. Defendant made use of said credit card and has a current balance due of \$11789.87 .

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 April 14, 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, LIBBY A HARKLEROAD, individually, the amount of \$11789.87 with continuing interest thereon at the statutory rate of 6.00% per annum from April 14, 2008, plus attorneys' fees of \$300.00 and costs.



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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: 4366 1330 3586 4866

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
\$12,112.87	01/19/08	\$1,605.00	\$2,059.00



06566224

PA

Amount Enclosed \$

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

436613303586486600205900012112870000000

24262 BEX Z 35907 D
LIBBY A HARKLEROAD
740 E MAIN ST
MAHAFFEY PA 15757-6606CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153

⑆500016028⑆ 23230358648662⑈

Opening/Closing Date: 11/26/07 - 12/25/07
Payment Due Date: 01/19/08
Minimum Payment Due: \$2,059.00CUSTOMER 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

VISA ACCOUNT SUMMARY

Account Number: 4366 1330 3586 4866

Previous Balance	\$11,779.84
Purchases, Cash, Debits	+\$39.00
Finance Charges	+\$294.03
New Balance	\$12,112.87

Total Credit Line	\$23,250
Available Credit	\$11,137
Cash Access Line	\$4,650
Available for Cash	\$0

ACCOUNT INQUIRIES

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

PAYMENT ADDRESS

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

VISIT US AT:

www.chase.com/creditcards

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

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Debit
12/20		LATE FEE		\$39.00

FINANCE CHARGES

Category	Daily Periodic Rate	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	V .08216%	29.99%	\$5,858.80	\$144.41	\$0.00	\$0.00	\$144.41
Cash advances	V .08216%	29.99%	\$6,070.26	\$149.62	\$0.00	\$0.00	\$149.62
Total finance charges							\$294.03

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
1

This Statement is a Facsimile - Not an original

Address Change Request

Please provide information below only if the address information on front is incorrect.

Street Address: _____

City: _____

State: _____

Zip: _____

Home Phone: _____

Work Phone: _____

E-mail Address: _____

Information About Your Account

Lost or Stolen Cards: Please report your lost or stolen card immediately by calling the Customer Service number found on the front of your statement. Advisors are always available to assist you. You can reach an Advisor by pressing 0 after you enter your account number.

Crediting of Payments: For payments by regular U.S. mail, send at least your minimum payment due to our post office box designated for payments shown on this statement. Your payments by mail must comply with the instructions on this statement, and must be made by check or money order, payable in U.S. Dollars, and drawn on or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. Do not send cash. Write your account number on your check or money order. Payments must be accompanied by the payment coupon in the envelope provided with our address visible through the envelope window; the envelope cannot contain more than one payment or coupon; and there can be no staples, paper clips, tape or correspondence included with your payment. If your payment is in accordance with our payment instructions and is made available to us on any day except December 25 by 1:00 p.m. local time at our post office box designated for payments on this statement, we will credit the payment to your account as of that day. If your payment is in accordance with our payment instructions, but is made available to us after 1:00 p.m. local time at our post office box designated for payments on this statement, we will credit it to your account as of the next day. If you do not follow our payment instructions or if your payment is not sent by regular U.S. mail to our post office box designated for payments, crediting of your payment may be delayed for up to 5 days. Payments made electronically through our automated telephone service, Customer Service advisors, or our web site will be subject to any processing times disclosed for those payments.

Account Information Reported to Credit Bureaus: We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report. 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.

Notice About Electronic Check Conversion: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Call the customer service number on this statement if you have questions about electronic check collection or do not want your payments collected electronically.

Conditional Payments: Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check 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 destroying it. All other payments that you make should be sent to the appropriate payment address.

Annual Renewal Notice: If your account has an annual fee, it will be billed each year or in monthly installments, whether or not you use your account, and you agree to pay it when billed. The annual fee is non-refundable unless you notify us that you wish to close your account within 30 days of the date we mail your statement on which the annual fee is charged and at the same time, you pay your outstanding balance in full. Your payment of the annual fee does not affect our rights to close your account and to 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 fee until you pay your outstanding balance in full and terminate your account relationship.

Explanation of Finance Charges: We calculate periodic finance charges, using the applicable periodic rates shown on this statement, separately for each feature (e.g., balance transfer/convenience checks and cash advance checks ("check transaction"), purchases, balance transfers, cash advances, promotional balances or overdraft advances). These calculations may combine different categories with the same daily periodic rates. If there is a "V" next to a periodic rate on this statement, that rate may vary, and the index and margin used to determine that rate and its corresponding APR are described in your Cardmember Agreement, as amended. There is a minimum finance charge in any billing cycle in which you owe any periodic finance charges, and a transaction finance charge for each balance transfer, cash advance, or check transaction, in the amounts stated in your Cardmember Agreement, as amended.

To get the daily balance for each day of the current billing cycle, we take the beginning balance for each feature, add any new transactions or other debits (including fees, unpaid finance charges and other charges), subtract any payments or credits, and make other adjustments. Transactions are added as of the transaction date, the beginning of the billing cycle in which they are posted to your account, or a later date of our choice (except that check transactions are added as of the date deposited by the payee or a later date of our choice). Fees are added either on the date of a related transaction, the

date they are posted to your account, or the last day of the billing cycle. This gives us that day's daily balance. A credit balance is treated as a balance of zero. If a daily periodic rate applies to any feature, we multiply the daily balance by the daily periodic rate to get your periodic finance charges for that day. We then add these periodic finance charges to your daily balance to get the beginning balance for the next day. (If more than one daily periodic rate could apply based on the 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.)

To get your total periodic finance charge for a billing cycle when a daily periodic rate(s) applies, we add all of the daily periodic finance charges for all features. To determine an average daily balance, we add your daily balances and divide by the number of the days in the applicable billing cycle(s). If you multiply the average daily balance for each feature by the applicable daily periodic rate, and then multiply each of these results by the number of days in the applicable billing cycle(s), and then add all of the results together, the total will also equal the periodic finance charges for the billing cycle, except for minor variations due to rounding. To get your total periodic finance charge for a billing cycle when a monthly periodic rate(s) applies, multiply the average daily balance for each feature by the applicable monthly periodic rate and add the results together. The total will equal the periodic finance charges for the billing cycle, except for minor variations due to rounding.

Grace Period (at least 20 days):

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 both payment of your New Balance on your current statement by the date and time your payment is due and also payment of your New Balance on your previous statement by the date and time your payment was due. There is no grace period for balance transfers, cash advances, check transactions, or overdraft advances.

In addition, if there is a "Qualifying Promotional Financing" section on this statement, you will not incur periodic finance charges on any Remaining Balance that appears in that section if you pay that balance in full by the applicable Expiration Date. To avoid finance charges on new purchases when your New Balance includes any Remaining Balance(s) in the Qualifying Promotional Financing section, pay your full New Balance minus the total of those Remaining Balance(s) by the date and time your payment is due. However, if your statement shows that a minimum payment is due, we must receive at least that minimum payment by the date and time specified on your statement, even if your New Balance consists only of Qualifying Promotional Financing balances.

Also, for some Qualifying Promotional Financing balances, periodic finance charges accrue during the promotional period but are not added to your account balance. Instead, they accumulate from billing cycle to billing cycle. This is referred to as "deferred interest." If a deferred interest Qualifying Promotional Financing balance is not paid in full by the applicable Expiration Date, the deferred finance charges will be added to your account as soon as the first day after the Expiration Date. Further, if you default under the terms of your Cardmember Agreement, the deferred finance charges will be added to your account as soon as the date of default.

BILLING RIGHTS SUMMARY

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 Cardmember Service on a separate sheet at P.O. Box 15299 Wilmington, DE 19850-5299 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 unsure about. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take action to collect the amount you question. 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 or call (using the Cardmember Service address or telephone number shown on this statement) must reach us at least three business days before the automatic payment is scheduled to occur.

Special Rule for Credit Card Purchases: If you have a problem with the quality of goods or services that you purchased with a credit card (excluding purchases made with a check), and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

ACCEPTANCE OF THIS 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. You authorize us to pay interest and the entire amount due on your account. You promise to keep your account open for all transactions made on your account. You agree to charge your account for all transactions made on your account, as well as any late or finance charges. 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. 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 we have not used your account for any purpose.

The words "we," "our" mean Chase Bank USA, N.A. throughout this agreement. The words "you," your" and "your" mean the issuer of your credit card and account. The words "you," your" and "your" mean the person responsible for complying with this agreement, including statements, as well as any other person or the person to whom we address billing statements, as well as any other person who agrees to be liable on the account. The word "card" means one or more cards issued by us or at our discretion, such as account numbers; that we have issued to permit you to obtain credit under this agreement.

TO OBTAIN CREDIT CARD
OPEN YOUR ACCOUNT

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 service 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.

1. THE STATE OF TEXAS
 2. COUNTY OF DALLAS
 3. SS. I, _____
 4. Notary Public in and for the State of Texas
 5. do hereby certify that the foregoing is a true and correct
 6. copy of the original of the same as the same appears from the
 7. records of the County of Dallas, State of Texas.
 8. Witness my hand and the seal of my office this _____ day of _____
 9. 19____.
 10. Notary Public in and for the State of Texas.

- **Purchase:** You may use your card to pay for goods or services.
- **Cash Advance:** You may provide your 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 other we make to you. We may treat checks that we call convenience checks or 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 limit, we may process a partial balance transfer up to your available credit limit.
- **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 checks; 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 to 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 under the terms of this agreement and cover an overdraft on that checking account under the terms of this agreement and our overdraft agreement.

banks, you may limit the amount of money that can be withdrawn from your account. You can also set up automatic payments for 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 User If you allow someone to use your account, that person will be an authorized user. If you allow someone to use your account, you will be responsible for all charges made by that person. You can remove an authorized user at any time.

your account will have a billing cycle ending in each calendar month whether or not you have a payment due for that billing cycle.

[illegible]

You may request an additional card (or use by an authorized user on your account) if you do so, this act must be approved by the credit report of the authorized user. You must notify us to terminate an authorized user's permission to use your account. If you do not, we will charge the account and/or issue a new card or cards with a different number. You may also check the account and/or issue a new card or cards with a different number. You may also check the account and/or issue a new card or cards with a different number.

You notify us, we will attempt to recover and return your account number. You should also recover and return the 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 this 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, without notice, require you 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, or the cash advance. We may increase, reduce, or cancel your credit line, or the cash advance, without notice. However, if you have asked us not to do so, we will not affect your obligation to pay.

We may, without notice, ~~pay any amount over your credit line, over your credit line~~
 This guarantee applies to any balance over your credit line, or the cash advance.
 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.

Transactions: International transactions include any transaction that you
 make outside of the United States of America, using a foreign currency. Visa

portion of your credit limit. A change to your credit limit will not increase your credit line. A change to your credit limit 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® 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 to the wholesale currency market or the applicable processing date (which rate may vary from the rate the respective entity used received), or the government-suggested 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. If made in U.S. dollars or was made in another currency and converted to U.S. dollar amount, the 3% will be calculated on the U.S. dollar amount. 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.

Foreign We may, but are not required to, decline a transaction

Visa or MasterCard is not provided to us by the entity. The same process and charges for a transaction is required. We may, but are not required to, decline a transaction reduced to Automatic Transactions. We may, but are not required to, decline a transaction for any of the following reasons:

- Reduced to Automatic Transfer to the following reasons 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 the absence for any other reason.
- We are not responsible for any losses if a transaction on your account is declined for insufficient funds and/or even if you have sufficient credit available.

- because your account is not insured by FDIC
- if we suspect fraudulent or unlawful activity
- in case of a claim for any other reason.

We are not responsible for any losses, even if you have submitted a request for a refund, unless we can prove that the loss was caused by us or a third party. Even if you have submitted a request for a refund, we are not responsible for any losses, even if you have submitted a request for a refund, unless we can prove that the loss was caused by us or a third party. Even if you have submitted a request for a refund, we are not responsible for any losses, even if you have submitted a request for a refund, unless we can prove that the loss was caused by us or a third party.

For online transactions, we may request your credit card information to process your transaction. We will notify you if we want you to provide information to a third party. We may use your information to determine whether to provide you with certain services or to determine whether to provide you with certain services. We may use your information to determine whether to provide you with certain services.

[illegible]

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 you are over your credit limit.
- Your credit line or cash advance portion of your credit line is being paid, resulting in another check being issued.

- Your transfer may be cashed and the check be encashed if it was paid, resulting in another check being cashed.
- The check is post-dated if a post-dated check is paid, resulting in another check being cashed.
- The check is not cashed if a post-dated check is paid, resulting in another check being cashed.

- You have used the check when the date specified on it
- You have cashed or would be if we paid the check.

Lost or Stolen Cards, Checks or Account Number: If any card, check, account number or access code is lost or stolen, or you think someone used it without your permission, you must notify us at once by calling 1-800-451-2269. If you do not notify us, you may be liable for any unauthorized transactions. If you report a lost or stolen card, check or account number, we will cancel it. If you report a lost or stolen card, check or account number, we will cancel it. If you report a lost or stolen card, check or account number, we will cancel it.

or other means to access your account, you must notify us at once. You may use them without your permission shown on your card or billing statement. Do not use our Service telephone number shown on your card, check, account number or other documents to notify us, even if your card, check, terminals or respond you

Cardmember Service telephone number. We may terminate or suspend your access to your account after you notify us, even if your card, check, or other means of payment is not used. We may terminate or suspend your access to your account after your account is found or returned. We may terminate or suspend your access to your account after you notify us of any loss, theft, or unauthorized use related to your account.

credit privileges when you notify us of any loss, theft or unauthorized use of your account. If there is unauthorized use of your account from which you receive more than \$500 of such transactions, and you do not notify us within 60 days of the date that you learn of such unauthorized use, you will be liable for the amount of such transactions.

You may be held liable for more than \$500 of such transactions, and you may be liable for more than \$500 of such transactions made after you notify us of the loss, theft or unauthorized use of your card. You will not be liable for any unauthorized charges from which we have not received notice of such transactions.

no benefit, but you will not be liable for any such transactions made with you by the unauthorized user. However, you must identify for us the unauthorized user.

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

We may also require you to comply with certain investigations.

PAYMENTS
Payment Instructions: Your billing statement and accompanying envelope
must be returned to us for making payments and sets forth the date and time

Instructions you must follow for making payments which are made receive the payment in U.S. dollars drawn on funds on deposit in a foreign financial institution using a payment instrument authorized by your financial institution.

You agree to pay us amounts you owe in U.S. dollars to a foreign financial institution using a financial institution of the U.S. branch of a foreign financial institution that will be processed or honored by your financial institution or otherwise debit that will be processed or honored by your financial institution. Your total available credit may not be reduced by such payments.

check, money order or outposts payments. Your total earnings check will be issued within 15 days after we receive your payment.

Any payment check or other financial instrument which you send to us must be for the full amount of the invoice. If you send us a check or other financial instrument for less than the full amount, we will consider it a partial payment. We reserve all our rights and remedies in such case.

in full satisfaction of a disputed amount (conditional payments), must be made by the payee to the creditor. If the creditor receives a payment in full satisfaction of a disputed amount (conditional payments), the creditor must not make any further attempt to collect the amount. If the creditor receives a payment in full satisfaction of a disputed amount (conditional payments), the creditor must not make any further attempt to collect the amount.

regarding such payments. For example, if it is determined that a payment is not intended for the addressee, we may accept the payment and return it to the sender. We may refuse to accept any such payment if it is not for the addressee. We may refuse to accept any such payment if it is not for the addressee. We may refuse to accept any such payment if it is not for the addressee.

any such payment is received. We may refuse to accept any payment that you mail with some other remaining balance. We may refuse to accept any payment that you mail returning it to you, not cashing it or by destroying it. All other payments that you mail returning it to you, not cashing it or by destroying it, on your monthly statements regarding it to the regular payment address shown on your monthly payment checks, or

We reserve the right to electronically collect your eligible payment checks, if you should be sent to the regular payment address shown on your payment checks. We reserve the right to obtain representation from the bank account on which the check is drawn for collection of your payment. We reserve the right to use the information for us to collect the amount due.

We reserve the right to deduct from the bank account of the depositor any representation from the bank account of the depositor. Our receipt of your payment check is your authorization for us to collect the amount.

EXHIBIT

EXHIBIT

EXHIBIT

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, the 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 Balance: 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 and insurance premiums) or suspended for any reason (or your account becomes delinquent), 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 for 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 *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.

"Margin": The percentage we add to the Prime Rate to calculate the APR. The Rates and Fees Table shows which rate, if any, are variable rates. It also lists the margin for each variable rate and any minimum daily periodic rate and corresponding APR. Two business days before the Closing Date shown on your billing statement we can recalculate the Prime Rate. 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, by any payment that is owed on this account or any other account or loan with us, at least the minimum payment due by the date and time due.
- You exceed your credit line on this account.
- You make a payment to us that is not honored by your bank.
- To the extent allowed by law, if, at any time after your account is closed, we demand immediate payment of your outstanding balance and we do not receive payment within the time we specify.

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

balances from the previous billing cycle for which periodic finance charges have not been already billed.

If we decide not to increase your APR even though there is a default or if we do not increase your APR up to the maximum default rate stated in the Rates and Fees Table, we reserve our right to increase your APR in the event of any future default.

We may in our discretion determine to charge reduced default rates or reinstated standard rates for all or selected balances on your account.

Finance Charge Calculation—Two-Cycle Average Daily Balance Method (Including New Purchases, Cash Advances, and Overdraft Advances): 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 promotional). These calculations may combine several categories with the same daily periodic rate. This is how it works:

We calculate the periodic finance charges for purchases in two steps, as follows:

- First, for each day of the billing cycle, we multiply the daily balance by the daily periodic rate.
- Second, for each day of the previous billing cycle by the same daily periodic rate. However, 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 in two steps, as follows:

We calculate the 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 these categories by the daily periodic rate for each of these 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 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 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 that 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 and 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 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 of "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.

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 these 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 any 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.

Upon a request by you or us, the arbitrator will prepare a written report with 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 part of the arbitrator and arbitration administrator for the first two days of that hearing. The payment of any such hearing fees by us pursuant to the rules of the arbitration administrator selected by you or us pursuant to the rules of Arbitration Agreement. All other fees will be allocated in keeping with the rules of Arbitration administrator and applicable law. However, we will advance or reimburse arbitration administrator and applicable fees if the arbitration administrator or arbitrator determines there is good cause 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 its attorney's fees and costs of that party's attorney, experts, witnesses, documents and other expenses, regardless of which party prevails, for arbitration and any appeal (as determined 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.

permissible under applicable law, the arbitrator shall determine whether a party should recover any costs. Determining whether a party should recover its costs is a party.

Enforcement, finality, appeal: Failure or any delay in enforcing this Arbitration Agreement at any time, or in connection with any particular Claim, 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 and, 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 your bank; 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.

ENTIRE AGREEMENT

CHANGES TO THIS AGREEMENT

CHANGES TO THIS AGREEMENT. We can change this agreement at any time, regardless of whether we notify you. Your rights to sue, to your account, by adding, deleting, or modifying any provision of this Agreement and less, 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 balance and to new transactions entered into after the date of any Change, and will not apply to any Change, and

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, you will be deemed to accept all Changes in the notice and confirm all terms of our agreement. If you have access to your account

Whether you have credit
CREDIT INFORMATION

We may periodically review your credit history of accounts with us and report that information to credit bureaus, including 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 bureau that you dispute the information unless you let us know that you no longer dispute the information.

NOTICES/CHANGE OF PERSONAL INFORMATION

NOTICES/CHANGE OF PERSONAL INFORMATION
We will send cards, billing statements and other notices to you at the address shown in our files. If this is a joint account, we can send billing statements and notices to one 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 e-mail 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 at the telephone number you provide as an alternate contact.

any cellular telephone number you provide.

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
We may share certain information about you and your account within our company and with our service providers and other third parties for purposes including any of the following:

INFORMATION SHARING

INFORMED CONSENT We will not share sensitive 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, on or after January 1, 2014, our new calendar year thereafter, describes our information sharing practices and the choices you have and duration 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.

CLINTON CARRINGTON

ILLINOIS CORPORATIONS

I hereby certify 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 transaction or in response to a subpoena). You hereby agree that, if you choose not to authorize 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

OR A REVENUE

ENFORCING THIS AGREEMENT

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.

GOVERNMENT LAW

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, WHERE WE AND
YOU LIVE OR USE YOUR ACCOUNT.

DECEMBER 1964
THE EXIST 5

THE ABOVE IS INTERPRETED AND CONSTRUED TO MEAN THAT THE LAW OF DELAWARE, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES, WILL APPLY TO ANY MATTER WHERE YOU LIVE OR USE YOUR ACCOUNT ARE LOCATED.

**THE ALCOHOL
FOR INFORMATION**

FOR INFORMATION

YOUR BILLING RIGHTS

YOUR BILLING RIGHTS
Keep This Notice For Future Use
This notice contains important information about your rights and our responsibilities
Ask Credit Billing Act

under the Fall Labor Supply
11-12-16 In Case Of Errors Or Questions About Your Bill

This notice contains information 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 last billing statement. Write to us as soon as possible. We must hear from you on your billing statement. Write to us the first bill on which the error or problem no longer than 60 days after we send you the first bill on which the error or problem appears. 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.
- Indicate if on your credit card bill automatically from your savings statement or other account you think is wrong

If you have authorized us to pay your credit card bill automatically with your 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 payment is scheduled to occur.

**To stop the payment your loan has
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 90 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

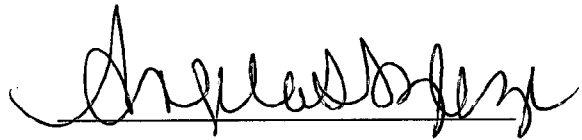
(b) The purchase price must have been more than \$50.00.

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

Copyright ©2005 JPMorgan Chase & Co. All rights reserved.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that she is **Angela S. Szlezak, Manager of Chase Bank, USA, N.A.**, plaintiff herein, that she 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 her knowledge, information and belief.

A handwritten signature in black ink, appearing to read 'Angela S. Szlezak', written over a horizontal line.

(Signature)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104078
NO: 08-738-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: CHASE BANK USA, N.A.
vs.
DEFENDANT: LIBBY A. HARKLEROAD

SHERIFF RETURN

NOW, May 02, 2008 AT 1:42 PM SERVED THE WITHIN COMPLAINT ON LIBBY A. HARKLEROAD DEFENDANT AT 740 E. MAIN ST., MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KEN STURGEON, ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
03:21:57
AUG 04 2008
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3397660	10.00
SHERIFF HAWKINS	WELTMAN	3397660	40.22

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,

Chester A. Hawkins
by Marilee Harris
Chester A. Hawkins
Sheriff

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

CHASE BANK USA, N.A.

Plaintiff

No. 08-738-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT

LIBBY A HARKLEROAD

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T Molczan, Esquire
PA I.D.#47437
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06566224
Judgment Amount \$ 11894.15

FILED FOR RECORD
OCT 9 A 9:47
DEBRA C. IMELT
PROTHONOTARY
CLEARFIELD COUNTY, PA

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

5
GIC
FILED
m 11:30 AM
NOV 03 2008
Att'y pd. 20.00
ICC - Notice to Def.
Statement to Att'y
William A. Shaw
Prothonotary/Clerk of Courts

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

COPY

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 08-738-CD

LIBBY A HARKLEROAD

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: ☐ Plaintiff
 ☒ Defendant
 ☐ Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on 11/3/08

(xx) Assumpsit Judgment in the amount
 of \$11894.15 plus costs.

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

() If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration
will be suspended by the Department of Transportation, Bureau
of Traffic Safety, Harrisburg, PA.

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

Prothonotary

By: 
PROTHONOTARY (OR DEPUTY)

LIBBY A HARKLEROAD
740 E MAIN STREET
MAHAFFEY, PA 15757

Plaintiff's address is:
c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
1-888-434-0085

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 08-738-CD

LIBBY A HARKLEROAD

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, LIBBY A HARKLEROAD above named, in the default of an Answer, in the amount of \$11894.15 computed as follows:

Amount claimed in Complaint	\$11789.87
Less payments received	\$1500.00
Interest from April 14, 2008 to September 18, 2008 at the legal interest rate of 6% per annum.	\$304.28
Attorney's fees	\$300.00
TOTAL	\$11894.15

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

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

By: 

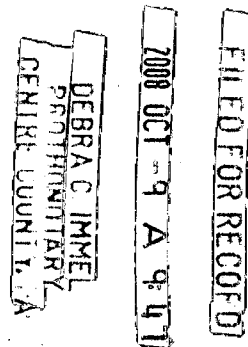
William T. Molczan, Esquire
PA I.D.#47437

Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06566224

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And that the last known address of the Defendant is: 740 E MAIN STREET, MAHAFFEY, PA 15757



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

CHASE BANK USA, N.A.

Case no: 08-738-CD

Plaintiff

vs.

NON-MILITARY AFFIDAVIT

LIBBY A HARKLEROAD

Defendant

The undersigned, who first being duly sworn, according to law, deposes and states as follows:

That he/she is the duly authorized agent of the Plaintiff in the within matter.

Affiant further states that the within Affidavit is made pursuant to and in accordance with the Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

Affiant further states that based upon investigation it is the affiant's belief that the Defendant, LIBBY A HARKLEROAD is not in the military service.

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

Further Affiant sayeth naught.


AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 2nd day
of September, 2008


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wendy L. Gaul, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires July 15, 2010
Member, Pennsylvania Association of Notaries

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.

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 08-738-CD

LIBBY A HARKLEROAD

Defendants

IMPORTANT NOTICE

TO: KENNETH SEITZ, ESQUIRE
432 BLVD OF THE ALLIES
PITTSBURGH, PA 15219

Date of Notice: 11-19-08

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS 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
SECOND & MARKET STREETS
CLEARFIELD, PA 16830
(814) 765-2641, ext. 50-510

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

By: William T. Molczan

William T. Molczan
PA I.D. #47437

WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR #06835522

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 08-738-CD

LIBBY A HARKLEROAD

Defendants

IMPORTANT NOTICE

TO: LIBBY A HARKLEROAD
740 E MAIN STREET
MAHAFFEY, PA 15757

Date of Notice: 11-19-08

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Department of Defense Manpower Data Center

SEP-29-2008 11:11:33



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
HARKLEROAD	LIBBY	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

A handwritten signature in black ink that reads "Mary M. Snavelly-Dixon".

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: BWNZCXSMQFC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

Chase Bank USA, N.A.
Plaintiff(s)

No.: 2008-00738-CD

Real Debt: \$11,894.15

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Libby A. Harkleroad
Defendant(s)

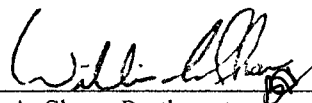
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 3, 2008

Expires: November 3, 2013

Certified from the record this 3rd day of November, 2008.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

BY: Sarah E. Ehasz, Esquire

I.D. No.86469

436 Seventh Avenue, Suite 1400

Pittsburgh, PA 15219

Phone: 412.434.7955

Fax: 412.434.7959

File # 6566224

Attorney for Plaintiff(s)

FILED

APR 16 2012

William A. Shaw
Prothonotary/Clerk of Courts

CHASE BANK USA, N.A.

Plaintiff

CLEARFIELD County
Court of Common Pleas

vs.

NO. 08-738-CD

LIBBY A HARKLEROAD

Defendant(s)

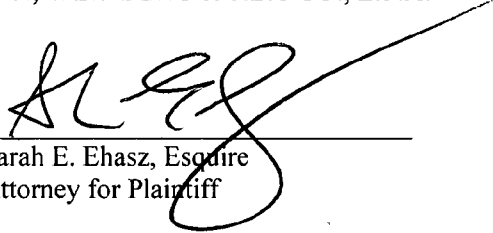
PRAECIPE FOR SATISFACTION OF JUDGMENT

TO THE PROTHONOTARY:

Please kindly Satisfy the Judgment of the above-captioned matter upon the records of the
Court and mark the cost paid.

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

By


Sarah E. Ehasz, Esquire
Attorney for Plaintiff

Sworn to and subscribed

Before me the 12 day of April, 2012


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Sheila G. Bevan, Notary Public

Ross Twp., Allegheny County

My Commission Expires Nov. 15, 2014

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES