

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  
(412) 434-7955  
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06566224 C J Pit SJS

FILED *Any pd. \$95.00*  
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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.

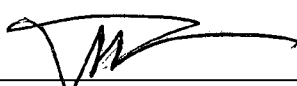
6. Plaintiff avers that the Cardholder Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

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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(412) 434-7955  
(412) 338-7130  
WWR#06566224

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 HARKLER ROAD  
740 E MAIN ST  
MAHAFFEY PA 15757-6606



CARDMEMBER 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: \$2,059.00

**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

## 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](http://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 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%	\$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

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

[illegible]

10 DUBLIN STREET  
KINGSTON, JAMAICA

**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, interest 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.

מדינת ישראל

- **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 loans with other transfers except as noted in this agreement or any other 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 limit, we may process a partial balance transfer up to your available 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 charges; or to obtain lottery tickets, casino gaming chips, or to bet 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, you will have a billing cycle. Each billing cycle is approximately one month in length. Your account will have a billing cycle that ends in that month. Your account will have a billing cycle that ends in that month. Your account will have a billing cycle that ends in that month. Your account will have a billing cycle that ends in that month.

**Authorized User:** 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 use it. 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 any charges on your account made by an authorized user on your account. How

[illegible]

**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 credit line as a cash advance. Cash advances, including cash advances made against your credit line, are charged against the cash advance portion of your credit line. 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. You are responsible for all cash advances 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.

making sure it remains below your credit limit. If your account balance is over your credit limit for any reason, we may charge you an overdraft fee as described in this agreement. We may, without notice or request, authorize charges that go over your credit limit. You must pay any amount over your credit limit, and you must pay us immediately if we ask you to do so. Any amount over your credit limit, or any balance over your credit limit, is a cash advance. This agreement applies to any balance over your credit limit, or the cash advance. At our discretion, we may increase, reduce, or cancel your credit limit, or the cash advance portion of your credit limit, at any time. However, if you have asked us not to do so, we will not increase your credit limit. A change to your credit limit will not affect your obligation to pay us.

Transactions outside of the United States of America versus transactions within the United States of America

portion of your credit line. A change in your credit line will not increase your credit line. A change in your credit line 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 for the currency conversion is a rate that it selects either from the range of rates available in the wholesale currency market for the applicable processing date (which rate may vary from the rate in effect on the applicable processing date) 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 to make the transaction. We reserve the right to charge you an additional three percent (3%) of the 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 of the transaction. The same process and charges may apply if any international transaction is reversed.

When we may, but are not required to, decline a transaction

Visa or Mastercard in accordance with the terms and conditions provided to us by the company. The same process and conditions for transactions is imposed.

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

because your account is not in good standing, we will not allow you to register a new account with us. If we suspect fraudulent or unlawful activity by you, we reserve the right to suspend your account, without notice, and we will not be responsible for any other 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, you may require that you register your account with us again. If we want you to register a new account, we will require that you provide us with a valid email address and a valid phone number.

We are not responsible for any action taken by us or a third party, even if you have authorized us to act on your behalf. For online transactions, we may require that you register your account with an authentication 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. When we receive a check or check cash, we may require you to decide whether to authorize that payment from your account. We may require you to register your account for any reason, even if you have authorized us to act on your behalf. Each check you write is your request for funds. When we receive a check, we may require you to decide whether to authorize that payment from your account. We may require you to register your account for any reason, even if you have authorized us to act on your behalf.

[illegible]

- **check. We may, but are not required to, cash checks for you, 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 lost, theft or unauthorized use related to your account.
- **Unauthorized use:** We prohibit any unauthorized use of your account from any of our credit cards. We reserve the right to suspend or close your account if we detect any unauthorized use of such transactions, and you agree to indemnify us for any loss or damage we incur as a result of such use.

You may be liable if there is unauthorized use of your account from which you receive funds to access your account or if you receive credit privileges when you notify us of any loss, theft or unauthorized use. You may 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 unauthorized use occurred. We will make every effort in writing to help us find out what happened.

We may request you to provide us information in writing to help us find out what happened.  
We may also request you to comply with certain procedures in connection with our investigation.

**PAYMENTS**

**PAYMENTS** Your billing statement and accompanying envelope include instructions you must follow for making payments and sets forth the date and time by which you must receive the payment.

**Payment Instructions:** You must follow the instructions you must receive the payment 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 less than the U.S. dollar amount of the payment.

check, money order or endorsement back to the institution. We will not accept cash payments. Your total installment payment must be received by us no later than 15 days after we receive your payment.

[illegible]

Any payment made in full or even a partial payment, must be sent to the address listed on the back of the bill. If you make a payment to any other address, we will not accept it. If you make a payment to the wrong address, we will not be responsible for the payment. If you make a payment to the wrong address, we will not be responsible for the payment. If you make a payment to the wrong address, we will not be responsible for the payment.

[illegible]

returning it to you, not cashing it. All payments should be sent to the regular payment address shown on your payment checks, or if you prefer, you may authorize us to collect your payments by direct debit from your bank account. We reserve the right to automatically collect your eligible payment checks, or if you prefer, we may debit your bank account on which the check is drawn. Your payment checks are your authorization for us to collect the amount of the payment. Your receipt of your payment checks is your authorization for us to collect the amount of the payment.

# 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: minimum payment due will be the New Balance; or the sum of 1% of the New Balance, as the following: \$10.00; 2% of the New Balance; and any billed late and overpaid fees. As the total billed periodic rate finance charges, and any billed late and overpaid 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 your account is closed or suspended for any reason, you are responsible for notifying the biller and paying these charges. If your account number changes, we may, but are not required to, pay them directly. If your account number changes, you are 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* or *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 use 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 you 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 assistance, seriousness and timing of the defaults on your other relationships with us or any of our related companies; and information we obtain from consumer credit reports obtained from credit bureaus. The default rate will take effect as of the first day of the billing cycle in which the default occurs, and will apply to purchases

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

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, Other Transactions and Average Daily Balance Method (Including New Purchases, 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 several categories with the same daily periodic rates. This is how it works:

- We calculate the periodic finance charges for purchases in two steps, as follows:
  - First, for each day of the billing cycle, we multiply the daily balance by the daily periodic rate.
  - Second, for each day of the previous billing cycle we multiply the daily balance by the same daily periodic rate. However, for purchases made in that billing cycle but received payment in full of the New Balance, we do not do this second step. If we received payment in full of the minimum payment due 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 the daily balances for each of those categories 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 charges 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 purchases 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 category for that billing cycle, except for minor variations due to rounding.

**Grace Period and Annual 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 by 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 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

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

- balance transfer checks;
- balance transfers.

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

#### OTHER FEES AND CHARGES

We may charge the following fees. The amounts of 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 our 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. The late fee is based on a balance, we calculate the late fee using the Previous Balance or 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 cycle.

**Return Payment Fee:** If (a) your payment check or similar instrument is not honored, (b) credit line at any time during the subsequent billing cycle, or (c) we must return an automatic debit or other electronic payment if returned unpaid, we may charge a return payment fee 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 laws. 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 the following 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, attorney's 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 WAIVED UNLESS 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, 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 include our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and all of their officers, directors, employees, agents, and all of their officers, directors, employees, agents and representatives, 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, licensees, predecessors, successors, 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 ("Claims"). 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 remedies money damages, penalties, injunctions, or declaratory or equitable relief. Claims subject to this Arbitration Agreement include Claims regarding the applicability of this Arbitration Agreement or the validity of the entire Cardmember Agreement or any prior Cardmember Agreement. This Arbitration Agreement includes Claims that arise in the past, or arise in the present or in 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 on an individual basis. If a party elects to arbitrate a claim, the arbitration will be conducted on an individual basis. If a party elects to arbitrate a claim, the arbitration will be conducted on an individual basis.

**Arbitration Proceedings.** 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 and we shall be held at a place chosen by the arbitration 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 10017-4545, Web site: [www.adr.org](http://www.adr.org), 800-778-7879; or  
National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, Web site: [www.narbitrationforum.com](http://www.narbitrationforum.com), 800-474-2371.

A single, neutral arbitrator will resolve

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

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 about the information, 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 do not want to 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. 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. If you are not registered on the account, please call our customer telephone number.

[illegible]

TELEPHONE MONITORING AND RECORDING

**INFORMATION SHARING** We may share information about you and your account with our service providers, affiliates, and other companies including our parent company.

You authorize us to share information about your company and its products with other members of our family of companies, and with others outside our family of companies, and with others outside our family of companies, as permitted by law, and with others outside our family of companies, as permitted by law, and with others outside our family of companies, as permitted by law.

**IMPLICIT IEE PROVIDES THAT WE MAY NOT SHARE INFORMATION ABOUT YOU WITH COMPANIES IN YOUR FAMILY OF COMPANIES UNLESS YOU AUTHORIZE US TO DO SO.**

disclosure as unless the disclosure falls under another exemption in the FOIA.

**ENFORCING THIS AGREEMENT**

— If found to be unenforceable, all other terms will remain in full force

obligations under this agreement to a third party, and no assignment of any of our rights that we assign to that person shall be binding on any of our rights that we assign to that person.

**GOVERNING LAW**  
THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT STATEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, WHERE APPLICABLE, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICT OF LAWS.

TO CONFLICT-OF-LAW PROVISIONS OF THE STATE OF CALIFORNIA, YOUR ACCOUNT ARE LOCATED, WILL APPLY NO MATTER WHERE YOU

THE ACTUAL  
FDR INFORMATION

**Keep This Notice For Future Use**

**This notice contains important information about your bill under the Fair Credit Billing Act.**

[illegible]

provide the following information:

- Describe the error and explain, if you can, why it occurred
- If more information, describe the item you are not sure about

To stop the payment, your letter must reach us at least 10 business days before the payment is scheduled to occur.

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:

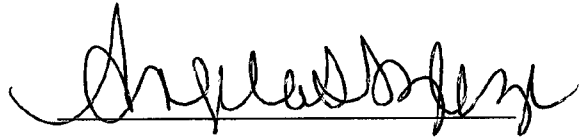
- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.00.

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**  
08-03-21-51  
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  
Sheriff

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

PRAECIPE FOR DEFAULT JUDGMENT

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. IMEL  
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  
FILED  
m 11:30 AM  
NOV 03 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
Att'y Ad.  
20-00  
1cc a Notice  
to Def.  
Statement  
to Att'y

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

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  
         (xx) 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 7<sup>th</sup> 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

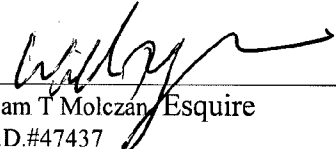
TO THE PROTHONOTARY:

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.

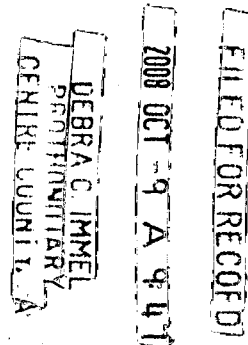
WELTMAN, WEINBERG & REIS CO., L.P.A.

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 7<sup>th</sup> 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

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.

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(412) 434-7955

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)

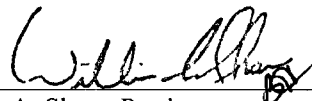
Entry: \$20.00

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)

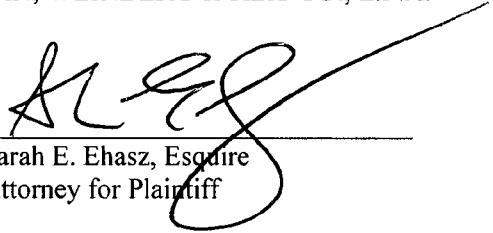
**PRAECIPE FOR SATISFACTION OF JUDGMENT**

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