

08-896-CD
Chase Bank USA vs Wendy Gallaher

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

CHASE BANK USA, N.A.

Plaintiff

No: 2008-896-CD

vs.

COMPLAINT IN CIVIL ACTION

WENDY GALLAHER

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
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William A. Shaw
Prothonotary/Clerk of Courts

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No

WENDY GALLAHER

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:

WENDY GALLAHER
4157 GLEN HOPE BLVD
IRVONA, PA 16656

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number XXXXXXXXXXXXXXXX9936 .

4. Defendant made use of said credit card and has a current balance due of \$10907.89 .

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.

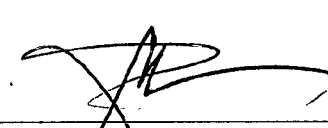
6. Plaintiff avers that the Cardholder Agreement between the parties provides that Defendant will pay Plaintiff's attorneys' fees.

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 May 6, 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, WENDY GALLAHER, individually, the amount of \$10907.89 with continuing interest thereon at the statutory rate of 6.00% per annum from May 6, 2008, plus attorneys' fees of \$300.00 and costs.



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WWR#06677480

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: 5417 1622 8153 9936

New Balance \$10,907.89 Payment Due Date 03/02/08 Past Due Amount \$998.00 Minimum Payment \$1,417.00



EXHIBIT

Amount Enclosed \$

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

5417162281539936001417000109078900000001

23032 BEX Z 04208 D
WENDY GALLAHER
4157 GLEN HOPE BLVD
IRVON PA 16656-8302



CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153



⑈500016028⑈ 22622815399360⑈



Opening/Closing Date: 01/12/08 - 02/11/08
Payment Due Date: 03/02/08
Minimum Payment Due: \$1,417.00

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

MASTERCARD ACCOUNT SUMMARY Account Number: 5417 1622 8153 9936

Previous Balance \$10,597.04
Purchases, Cash, Debits +\$39.00
Finance Charges +\$271.85
New Balance \$10,907.89

Total Credit Line \$11,000
Available Credit \$92
Cash Access Line \$11,000
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

The charge privileges on your credit card account have been revoked. You no longer have the ability to use your credit card account for purchases. We can help you get back on track. Call 1-800-955-8030 (collect 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

REWARDS SUMMARY

Previous points balance 0
Points earned for finance charges 272
Points earned on purchases 0
New total points balance 0
Total points unavailable for redemption 754

To redeem your points, call the number on the back of your card or log on to www.chase.com/creditcards

217 points to expire on statement date in December 2009

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Debit
02/06		LATE FEE		\$39.00

FINANCE CHARGES

Category	Daily Periodic Rate 31 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%	\$88.47	\$2.26	\$0.00	\$0.00	\$2.26
Cash advances	V .08216%	29.99%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Convenience check	V .08216%	29.99%	\$10,584.43	\$269.59	\$0.00	\$0.00	\$269.59
Total finance charges							\$271.85

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.

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.

2

CH 12575

ardmember Agreement

TERMINATION OF THIS AGREEMENT

[illegible]

TO OBTAIN CREDIT CARD
OPENING YOUR ACCOUNT

or other access devices, please notify us immediately. We will not be responsible for obtaining credit under this agreement.

USING YOUR ACCOUNT

Your account is a consumer account and should be used only for personal, family or household purposes. Unless we agree or it is required by law, we will not be responsible for merchandise or services purchased or leased through use of your account. You agree 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.

החלטתו של בית דין זה

- **Types of Transactions**
 - **Prepayment** You may use your card to pay for goods or services.
 - **Checks** We may provide you cash advance checks or balance transfer checks as a way to use your account. We also refer to them in this agreement as a check or checks. You may use a check to pay for goods or services, to transfer balances to your account, or for other uses we allow. But you may not use these checks to transfer balances to this account from other accounts with us or any of our related companies. Only the person whose name is printed on the check may sign the check. Cash advance checks are treated as cash advances and balance transfer checks are treated as balance transfers except as noted in this agreement or any 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 accessed cash advance rates and fees.
 - **Balance Transfers** You may transfer balances from other accounts or loans with other credit issuers or other lenders to this account, or other balance transfers we allow. But you may not transfer balances to this account from other accounts with us or any of our related companies. If a portion of a requested balance transfer will exceed your available credit line, we may process a partial balance transfer up to your available credit line.
- **Cash Advances** You may use your card to get cash from automatic teller machines, or from financial institutions accepting the card, or to obtain travelers checks, foreign currency, money orders, wire transfers or similar cash-like transfers or to obtain lottery tickets, casino gaming chips, race track wagers or for similar betting transactions. You mayals use a third party service to make a payment to your benefit 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.

banks, you may find that your credit card company covers an overdraft on that checking account without your checking account agreement. If you have a 21-day cycle in order to manage your account, we divide time into periods called "billing cycles." Each billing cycle is approximately one month in length. For each calendar month, your account will have a billing cycle that ends in that month. Your account will have a billing cycle ending in each calendar month whether or not there is a billing statement for that billing cycle.

Authorized Users. If you allow someone to use your account, that person will be an authorized user. You should think carefully before allowing anyone to become an authorized user. You will remain responsible for the use of your account and each card issued on your authorized user's name because you are allowing that person to use the account as you can. You will remain responsible for the use of your account and each card issued on your authorized user's name because you are allowing that person to use the account as you can.

You will remain responsible for the use of your account. This includes you being accountable for all charges on your account made by an authorized user on your account. If you are paying all charges on your account made by an authorized user on your account, you may request an additional card for use by an authorized user's permission to use your account. If you do so, this act may appear on the credit report of that authorized user.

You must notify us to terminate an unauthorized user's permission to use your account. If you notify us, we may close the account and/or issue a new card or cards with a different number. You should also recover and destroy any cards, checks or any other items issued to the unauthorized user.

Credit Line: Your credit line appears on your billing statements. We may also refer to this credit line as a credit limit or spending limit. Your billing statement also may show the entire 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 limit. You are responsible for cash advance charges and all other upcharges 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 limit. If your statement balance is over your credit limit for any reason, we may charge you an overlimit fee as described in this agreement. You must pay any, interest and required in, authorize charges that go over your credit limit. You must pay any, interest and required in, authorize charges that go over your credit limit. You must pay any amount over your credit limit, and you must pay it immediately if we ask you to. This agreement applies to any balance over your credit limit. 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 acted as 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.

parties of your credit card. A change in your credit card number will not increase your credit line. A change in your credit card number 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 procedure. The exchange rate each entity uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date which rate may vary from the rate the respective entity itself receives, or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date you used your card or account. Visa reserves the right to charge you an additional three percent (3%) of the U.S. dollar amount of any international transaction, whether that transaction was originally made in U.S. dollars or was made in another currency and converted to U.S. dollars by Visa or MasterCard in either case, the 3% will be calculated on the U.S. dollar amount provided to us by the entity. The same process and charges may apply if any international transaction is repeated.

Reduced to Anticipated Transactions. We may, but are not obligated to, close 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 may close your account if you have sufficient credit available.

[illegible][illegible]

including the following examples:

- We are not responsible for cash advance portion of your account.
 - Your credit line is cash advance portion of your credit limit.
 - If we received a post-dated check it is paid, resulting in another check being issued.
 - The check is post-dated if a post-dated check is paid, resulting in another check being issued or not paid, we are not responsible.
 - You have used the check after the date specified on it.
 - You are in default if you 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 else may use them without your permission, you must notify us at once by calling the Customer Service telephone number shown on your card or billing statement. Do not use your account after you notify us, even if your card, check, account number or other means to access your account is found or returned. We may terminate or suspend your credit privileges when you notify us of any loss, theft or unauthorized use related to your account.

account. You may be liable if there is unauthorized use of, or fraud with, SAAD's card. You may be liable for more than SAAD's of such transactions, but you will not be liable for more than SAAD's of such transactions made after you notify us of the loss, theft, or unauthorized use. However, you must identify for us the unauthorized charges from which you are not liable.

We may require you to provide us information in writing to help us improve our services. You may be required to comply with certain procedures in connection with a

1/18/82

PAYMENTS Your billing statement and accompanying envelope include the date and time for the date and time.

Payment Instructions: Your money statement contains the instructions you must follow for making payments and sets forth the full details of the payment.

You agree to pay us amounts you owe in U.S. dollars drawn on funds on deposit with the U.S. branch of a foreign financial institution using a payment order or the U.S. branch of a foreign financial institution using a payment order or the U.S. branch of a foreign financial institution using a payment order.

financial institution of the U.S. placed on a check, money order or automatic debit that will be processed by financial institution. We will not accept cash payments. Your total available credit may not exceed the credit limit shown on your statement.

restored for up to 15 days after we receive your payment.

he 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, unless 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 following \$10.00, 2% of the New Balance, and any billed late and overlimit fees. As we bill periodic rate finance charges, and any amount past due and any amount past 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 because your account is closed or suspended for any reason) or your account number changes, you are responsible for notifying the biller and paying these charges directly. If your account number changes, we may, but are not required to, pay them directly. If your account number changes that you authorized to be billed to your old account, your new account number charges that you authorized to be billed to your old account.

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, or modified by the promotional offer.

FINANCE CHARGES

Daily Periodic Rate and Annual Percentage Rate: Your annual percentage rate (APR) and the corresponding daily periodic rate 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 Rate: 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 (1.5%) Prime Rate published in the money rates section of *The Wall Street Journal*. If *The Wall Street Journal* stops publishing the Prime Rate, we will select a similar reference rate and inform you on your billing statement or through a separate notice.

A "margin" is the percentage we add to the Prime Rate to calculate the APR. A "business day" is any day that is not a weekend or federal holiday. The Rates and Fees Table shows which 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 set what the Prime Rate is. We then add the applicable margin to that Prime Rate to get the APR. The daily periodic rate is calculated as described above.

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

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

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

If any of these events occur, 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 on your account; other indications of delinquency, seriousness and timing of the default; and 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 and 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 promotional). These calculations may combine different categories with the same daily periodic rates. This is how it works:

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

- First, for each day of the billing cycle, we multiply the daily balance 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 subject to a promotional rate the same way, but we use the promotional rate.

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

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

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

We subtract from that balance any payments, credits, or credit adjustments that apply to that category and that are credited as of that day.

We treat a credit balance as a balance of zero.

To get the beginning balance for each category for the next day, we add the daily periodic finance charge to the daily balance. If more than one daily periodic rate could apply to a category because the rate for the category may vary based on the amount of 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. 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.

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

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

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

Grace Period and Accrual of Finance Charges: We accrue periodic finance charges on a transaction, fee, or finance charge from the date it is added to your daily balance until payment in full is received on your account. However, we do not charge periodic finance charges on new purchases billed during a billing cycle if we receive payment and payment in full is received on your account. Your minimum payment is due and we finance charges on new purchases billed during a billing cycle if we receive payment and payment in full is received on your account. Your minimum payment is due and we finance charges on new purchases billed during a billing cycle if we receive payment and payment in full is received on your account.

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We may report information about you and your account to credit bureaus, banks, and others. If you request additional cards on your account, we may report account information in your name as well as in the names of these other people.

Your Rights And Our Responsibilities After the Sale

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,

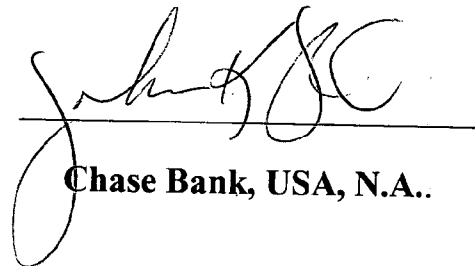
within 100 miles of your current mailing address; and

(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.

VERIFICATION

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



Chase Bank, USA, N.A.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-896-CD

CHASE BANK USA, N.A.
vs
WENDY GALLAHER

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 06/13/2008 HEARING: PAGE: 104169

DEFENDANT: WENDY GALLAHER
ADDRESS: 4157 GLEN HOPE BLVD.
IRVONA, PA 16656

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS _____

SHERIFF'S RETURN

NOW, MAY 22, 2008 AT 11:04 AM/PM **SERVED** THE WITHIN

COMPLAINT ON WENDY GALLAHER, DEFENDANT

BY HANDING TO Bill GALLAHER, Husband

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

ADDRESS SERVED 4157 Glen Hope Blvd
IRVONA, PA. 16656

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT FOR WENDY GALLAHER

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO WENDY GALLAHER

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: James Davis
Deputy Signature

James Davis
Print Deputy Name

FILED 1cc & 1 Cert
m/10:40 of disc
JUL 16 2008 issued to
Atty Warmbrodt

William A. Shaw
Prothonotary/Clerk of Courts

WAS

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

CHASE BANK USA, N.A.

Plaintiff

vs.

WENDY GALLAHER

Defendants

No. 2008-896-CD

PRAECIPE TO SETTLE, DISCONTINUE
AND END WITH PREJUDICE

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C Warmbrodt, Esquire
PA I.D #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06677480

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 2008-896-CD

WENDY GALLAHER

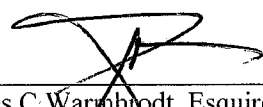
Defendants

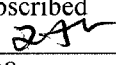
PRAECIPE TO SETTLE DISCONTINUE AND END WITH PREJUDICE

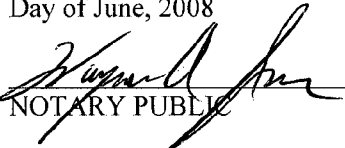
TO THE PROTHONOTARY OF COUNTY:

Please kindly Settle Discontinue the above captioned matter upon the records of the Court with prejudice and mark the cost paid.

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

By: 
James C. Warmbrodt, Esquire
PA I.D. #42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06677480

Sworn to and subscribed
Before me the 
Day of June, 2008


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Wayne A. Jones, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires June 29, 2010
Member, Pennsylvania Association of Notaries

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

Chase Bank USA, N.A.

Vs.

No. 2008-00896-CD

Wendy Gallaher

COPY

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on July 16, 2008, marked:

Settled, discontinued and ended with prejudice

Record costs in the sum of \$95.00 have been paid in full by James C. Warmbrodt Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 16th day of July A.D. 2008.



William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104169
NO: 08-896-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CHASE BANK USA, N.A.
vs.
DEFENDANT: WENDY GALLAHER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3434081	10.00
SHERIFF HAWKINS	WELTMAN	3434081	45.27

FILED

0134504
AUG 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff