

08-900-CD
Chase Bank vs Celestina Shirley

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

CHASE BANK USA, N.A.

Plaintiff No: 2008-900-CD

vs.

COMPLAINT IN CIVIL ACTION

CELESTINA SHIRLEY

Defendant 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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William A. Shaw
Notary/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
CELESTINA SHIRLEY
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 BLVED, SAN ANTONIO, TX 78251

2. Defendant is an adult individual residing at 1940 DAKOTA RIDGE RD, COALPORT, PA 16627.

COUNT I - ACCOUNT NO. 4266841033634427

3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 4266841033634427 .

4. Defendant made use of said credit card and has a current balance due of \$8,321.79 .

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 on Count I against Defendant, CELESTINA SHIRLEY, individually, in the amount of \$8321.79 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.

COUNT II - ACCOUNT NO. 4266841057875575

10. Plaintiff incorporates by reference each of the preceding paragraphs of this Complaint as if the same were set forth more fully at length herein.

11. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 4266841057875575 .

12. Defendant made use of said credit card and has a current balance due of \$3,255.57.

13. 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.

14. Plaintiff is entitled to interest at the statutory rate of 6.00% per annum from May 6, 2008.

15. 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 on Count II against Defendant, CELESTINA SHIRLEY, individually, in the amount of \$3255.57 with continuing interest thereon at the statutory rate of 6.00% per annum from May 6, 2008 and costs.

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

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

James C Walmbrodt, 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# 06671211

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.

Creditng 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.

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.

Credit 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 collector 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.

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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):

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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

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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.

to collect 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 due 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 amount 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: \$1.00 or 2% of the New Balance, or the sum of 1% of the New Balance, plus the daily periodic rate finance charges, plus any balloon due and overlimit fees. As part of the minimum payment due, we also add any amount past due and any amount over your credit line.

Prepaid 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 release 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.

Administrative Charges: You may authorize a third party to automatically charge your account for repeat contributions. 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 if your account receives charges, you are responsible for notifying the biller and paying those charges directly. If your account number changes, we may, but are not required to, pay from your new account number charges that you authorized to be billed to your old account number.

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

FINANCIAL CHARGES

Daily Periodic Rate and Annual Percentage Rate: 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 Rate: Out of 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 *7th Wall Street Journal* business days before the Closing Date shown on your billing statement. The "Prime Rate" is the highest [U.S.] Prime Rate published in the money rates section of *The Wall Street Journal* (U.S.). 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 weekend or federal holiday. The Rates and Fees Table shows which rates, if any, are variable rates. It also lists the margin for a such 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 the Prime Rate. We then add the applicable margin to that Prime Rate to get the APR. The daily periodic rate is calculated as described above.

If our calculation results in a change to 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 Rate: Your APR 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, in any payment that is owed on this account or any other account or loan with us, or 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, 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 existence, seriousness and timing of the defaults on your account, other indications of your account usage and performance, information about your other relationships with us or any of our related companies, and information we obtain from consumer credit reports obtained from credit bureaus. The default rate will take effect as of the first day of the billing cycle in which the default occurs, and will apply to purchases

balance from the previous billing cycle for which periodic finance charges have not been entirely paid.

If we decide not to increase your APR even though there is a default rate or not increase your APR up to the maximum default rate stated in the Rates and Fees Table, we reserve the right to increase your APR in the event of any future default. We may in our discretion determine to charge reduced default rates or maintain standard rates for all or selected balances on your account.

Finance Charge Calculation - Two-Cycle Average Daily Balance Method: including New Purchases, Net Purchases and Average Daily Balance Method (including New Transactions for Cashing 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 advances checks, overdraft advances, and cash prepayment). 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 by the daily periodic rate.
- Second, for each day of the previous billing cycle we multiply the daily balance for purchases made in that billing cycle by the same daily periodic rate. However, we do not do the 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 advances checks, overdraft advances, and cash prepayment by multiplying the daily balance for each of these 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 advances 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 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 take a cash balance or a balance of zero.

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

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

For each category we calculate an average daily balance and dividing that amount by the number of days in the billing cycle. We'll 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 charge for that balance attributable to that billing cycle, except for minor variations due to rounding.

Grace Period and Accrued of Finance Charge: We'll credit periodic finance charges on a transaction, if any, if finance charge from the date it is added to your daily balance and payable in full is received on your account. However, we do not charge periodic finance charges on new purchases made during a billing cycle if we receive payment of your New Balance by the date and time your minimum payment is due and we received payment of your New Balance on your previous billing statement by the date and time your payment was due. This exception of grace period applies only to purchases and does not apply to balance transfers, balance transfer checks, cash advances, cash advances 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 advances checks
- cash advances

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

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

Transaction Fees for Balance Transfers. We may charge you a balance transfer fee in the amount stated in the Rate 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 Rate 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 to each year in monthly installments (as stated in the Rate 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 to full. Your payment of the annual membership fee does not affect our right to close your account or limit your right to make transactions on your account. If your account is closed by you or us, we will continue to charge the annual membership fee until you pay your outstanding balance in full and terminate your account relationship.

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

Overlimit Fee. If your account balance is over your credit limit 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 limit 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 limit at any time during the subsequent billing cycles.

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

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

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

DEFECTIVE COLLECTION

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

• We do not receive at least the minimum amount due by the due 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 in a more billing cycle past due.

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

CLOSING YOUR ACCOUNT

You may close your account at any time if you call us to close your account. We may require that you confirm your request in writing.

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

If you or we close your account, you and any authorized users must immediately stop using your account and destroy all cards, checks or other means to access your account or return them to us upon request. You will continue to be responsible for charges to your account even if they are made or processed after your account is closed and you will

be required to pay the outstanding balance on your account according to the terms of this agreement. In addition, to the extent allowed by law, we may require you to pay the outstanding balance immediately or at any time after your account is closed.

ARBITRATION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BOUNDING 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 BEING 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 ENDED BY ANYONE ELSE, OR BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN THE ABSENCE OF THIS ARBITRATION AGREEMENT. YOU AND WE EACH OTHERWISE HAVE A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT BEFORE A JUDGE OR JURY, AND TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS AND OTHER REPRESENTATIVE ACTIONS). OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO A COURT SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DECISION MAY BE MORE LIMITED EXCEPT AS OTHERWISE PROVIDED BELOW. THESE 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 et seq. It may be amended. This Arbitration Agreement sets forth the circumstances and procedure under which claims for damages (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, subsidiary, licensee, predecessor, successors, assigns, our

partner, joint venture, and all of their officers, directors, employees, agents, and

partner providing products, or products in connection with the Account including, but not limited to credit bureau, merchants that accept any credit device issued under the Account, service providers and equipment suppliers, credit insurance companies, debt collectors, and all of their officers, directors, employees, agents and representatives;

it, and any party 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, start mandatory, binding arbitration of any claim, dispute or controversy by either you or us against the other, or against the employee, parent, subsidiary, licensee, predecessor, successors, assigns, or joint venture of any and all of them. Additionally, "we", "us" and "our" shall include any third

party providing benefits, services, or products in connection with the Account including, but not limited to credit bureau, merchants that accept any credit device issued under the Account, service providers and equipment suppliers, credit insurance companies, debt collectors, and all of their officers, directors, employees, agents and representatives;

it, and any party a third party is named by you as a co-defendant in any claim you assert

against us.

Claims Subject to Arbitration. Claims that are made as counterclaims, cross claims, claims subject to arbitration, claims for otherwise, and a party who initiates a proceeding in

that party's claims, claims subject to arbitration with respect to any such claims advanced in the lawsuit by

any party or parties.

Arbitration. As an exception to this Arbitration Agreement, you retain the right to pursue in a small

claims case any claim that is within that court's jurisdiction and proceeds on an individual

basis. If you elect to arbitrate a claim, the arbitration will be conducted as an individual

action. Unless you and we agree to any arbitration on a class or representative basis, and the arbitration that we have no authority to proceed on such basis. This means that there

is a class action lawsuit or other representative action, such as that in the form of a private

arbitration, as filed, any claim between us related to the lesser claim in each

No arbitration will be subject to an individual arbitration claim if either you or we so elect.

No arbitration will be consolidated with any other arbitration proceeding without the

consent of all parties. The only claims that may be joined in an individual action under

this Arbitration Agreement are (i) those brought by us against you and any co-applicant, joint claimant, or authorized user of your Account, or your heirs or your trustee in

bankruptcy or (ii) those brought by you and any co-applicant, joint claimant, or

authorized user of your Account, or your heirs or your trustee in bankruptcy against us

institution of Arbitration. The party filing a claim in arbitration must choose one of the

following two arbitration administrators: American Arbitration Association or Judicial

Arbitration Forum. These administrators are independent from us. The administrator does

not conduct the arbitration. Arbitration is conducted under the rules of the selected

arbitration administrator by an impartial third party chosen in accordance with the rules

of the selected arbitration administrator and as may be provided in this Arbitration

Agreement. Any arbitration hearing that you attend shall be held in a place chosen by

the administrator of 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

American Arbitration Association, 125 Madison Avenue, Room 10, New York, NY

10017-4212, Web site www.adr.org, 800-778-7872; or

Judicial Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, Web site:

www.adrforum.com, 800-474-2271.

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

judge.

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

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

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

Survivability, survival: This Arbitration Agreement shall survive the termination or change in the Creditmaster Agreement, the Account and the relationship between you and us concerning the Account, such as the closing of a new account number or the transitioning of the balance in the Account to another account, in the bankruptcy of any party or any similar proceeding initiated by you or on your behalf, and full payment of the debt in full by you or by a third party. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

CHANGES TO THIS AGREEMENT
We can change this agreement at any time, regardless of whether you have access to your account, by adding, deleting, or modifying any provision. Our right to add, delete, or modify provisions, including financial terms, such as the APRs and fees, and other terms such as the nature, extent, and enforcement of the rights and obligations you or we may have relating to this agreement. Modifications, additions, or deletions are called "Changes" or "Changes".
We will notify you of any Change, if it is required by applicable law. These Changes may be effective with notice only, or, if the law states in our notice, in accordance with applicable law. Unless we state otherwise, any Change will apply to the unpaid balance on your account and to new transactions.

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

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

If you think we have reported inaccurate information to a credit bureau, you may write to us at the Creditmaster 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 that correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone. We will also notify the credit bureau that you dispute the information unless you let us know that you do not dispute the information.

NOTICES/SHARING OF PERSONAL INFORMATION

We will send bills, billing statements and other notices to you at the address shown in our files. If it is a joint account, we can send billing statements and notices to any joint account holder. Notices to one of you will be considered notice to all of you and all of you will receive obligations on the account. If you change your name, address, or home, cellular or business telephone number or email address so you do not receive billing statements or other notices online, you must notify us immediately in writing at the address shown on your billing statement. We may, at our option, accept mailing address corrections from the United States Postal Service. We may contact you about your account, including for customer service or collection, at any address or telephone number as well as any cellular telephone number you provide us.

TELEPHONE RECORDTAKING AND RECORDED

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

INFORMATION SHARING

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

ILLINOIS RESIDENTS

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

ENFORCING THIS AGREEMENT

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

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

GOVERNING LAW

THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF DELAWARE, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF DELAWARE, WHERE WE AND YOUR ACCOUNT ARE LOCATED, WILL APPLY AND MATTER WHERE YOU LIVE OR USE THE ACCOUNT.

FOR INFORMATION

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

YOUR BILLING RIGHTS

Keep These Rights For Future Use

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

Notify Us In Less Than 45 Days Or Directions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the Creditmaster Service address shown on your billing statement. Write to us as soon as possible. We must hear from you no later than 45 days after we send you the first bill on which the error or problem occurred. Write to us in telephone or, if doing so will not prevent your rights, in your letter, give us the following information:

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

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

Your Rights And Our Responsibilities After We Receive Your Written Notice

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

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

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

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we report 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 service. This right does not apply to check transactions. There are two limitations to this right:

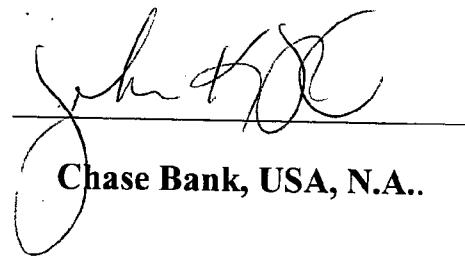
- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.00.

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

Copyright ©2005 JP Morgan 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 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.



John K. Wells
Chase Bank, USA, N.A..

FILED

M 2:33P.M 08
AUG 19 2008

CC & Notice to Def.
Statement to Piff.

William A. Shaw
Prothonotary/Clerk of Courts

Piff paid 20.00

(610)

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

CHASE BANK USA, N.A.

Plaintiff No. 2008-900-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

CELESTINA SHIRLEY

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA. I.D.#47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06671211
Judgment Amount **11904.35**

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS 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. 2008-900-CD

CELESTINA SHIRLEY

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 _____

Assumpsit Judgment in the amount
of \$8599.01 plus costs as to Count I.

Assumpsit Judgment in the amount
of \$3305.34 plus costs as to Count II.

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.

Entry of Judgment of
 Court Order
 Non-Pro
 Confession
 Default
 Verdict
 Arbitration
Award

Prothonotary

By: Willie Weltman
PROTHONOTARY (OR DEPUTY)

Plaintiff's address is:

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

CELESTINA SHIRLEY
1940 DAKOTA RIDGE ROAD
COALPORT, PA 16627

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

CHASE BANK USA, N.A.

Plaintiff

vs.

Civil Action No. 2008-900-CD

CELESTINA SHIRLEY

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

COUNT I

Kindly enter Judgment against the Defendant, CELESTINA SHIRLEY, above named, in the default of an Answer, in the amount of \$8599.01 computed as follows:

Amount claimed in Complaint	\$8321.79
Interest from May 6, 2008 to August 7, 2008 at the legal interest rate of 6% per annum	\$127.22
Attorney's fees	\$150.00
TOTAL	\$8599.01

COUNT II

Kindly enter Judgment against the Defendant, CELESTINA SHIRLEY, above named, in the default of an Answer, in the amount of \$3305.34 computed as follows:

Amount claimed in Complaint	\$3255.57
Interest from May 6, 2008 to August 7, 2008 at the legal interest rate of 6% per annum	\$49.77
Attorney's fees	\$150.00
TOTAL	\$3305.34
TOTAL COUNT I & COUNT II	\$11904.35

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 Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06671211

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And that the last known address of the Defendant is: 59 WALNUT ST, BEAVER, PA 15009

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

CHASE BANK USA, N.A.

Plaintiff

Case # 2008-900-CO

CELESTINA SHIRLEY

Defendant(s)

IMPORTANT NOTICE

TO: CELESTINA SHIRLEY
1940 DAKOTA RIDGE RD
COALPORT, PA 16627

Date of Notice: 07/23/2008
WWR#: 06671211

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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE FOLLOWING OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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

BY: Patrick Thomas Woodman
PATRICK THOMAS WOODMAN
PA I.D. #34507
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 KOPPERS BLDG, 436 7TH AVE.
PITTSBURGH, PA 15219

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

CHASE BANK USA, N.A.

Case no: 2008-900-CD

Plaintiff
vs.

NON-MILITARY AFFIDAVIT

CELESTINA SHIRLEY

Defendant

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

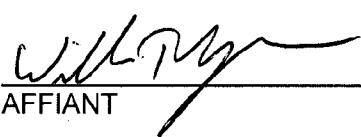
That he/she is the duly authorized agent of the Plaintiff in the
within matter.

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,
CELESTINA SHIRLEY is not in the military service.

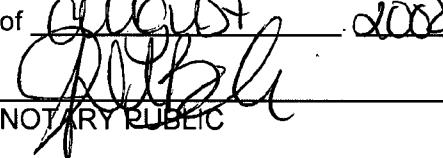
Affiant further states that this belief is supported by the attached certificate from the Defense
Manpower Data Center (DMDC), which states that the Defendant, CELESTINA SHIRLEY, is not in the
military service.

Further Affiant sayeth naught.



AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 11 day
of August 2008



NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA	
Notarial Seal	
Jennifer M. Borowski, Notary Public	
City of Pittsburgh, Allegheny County	
My Commission Expires Feb. 22, 2012	
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.

Department of Defense Manpower Data Center

AUG-13-2008 10:12:49



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
SHIRLEY	CELESTINA		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.

Mary M. Snavely-Dixon

Mary M. Snavely-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

FILED

AUG 19 2008

William A. Shaw
Prothonotary/Clerk of Courts

Department of Defense Manpower Data Center

AUG-13-2008 10:12:49



Military Status Report
 Pursuant to the Servicemembers Civil Relief Act

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

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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:BGVWUKOMMMV

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

Chase Bank USA, N.A.
Plaintiff

No.: 2008-00900-CD

COPY

Real Debt: \$11,904.35

Atty's Comm: \$

Vs.

Costs: \$

Celestina Shirley
Defendant

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: 19th Day of August, 2008

Expires: 19th Day of August, 2013

Certified from the record this 19th Day of August, 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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-900-CD

CHASE BANK USA, N.A.

VS

CELESTINA SHIRLEY

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 06/13/2008

HEARING:

PAGE: 104171

DEFENDANT: CELESTINA SHIRLEY
ADDRESS: 1940 DAKOTA RIDGE RD
COALPORT, PA 16627

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

William A. Shaw

Prothonotary/Clerk of Courts

ATTEMPTS

FILED
MAY 30 2008
Clerk

SHERIFF'S RETURN

NOW, 5-30-08 AT 11:09 AM / PM SERVED THE WITHIN

COMPLAINT ON CELESTINA SHIRLEY, DEFENDANT

BY HANDING TO MARSHALL SHIRLEY, Husband

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

ADDRESS SERVED 1940 DAKOTA Ridge Rd
Coalport, Pa. 16627

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR CELESTINA SHIRLEY

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO CELESTINA SHIRLEY

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104171
NO: 08-900-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CHASE BANK USA, N.A.
vs.
DEFENDANT: CELESTINA SHIRLEY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3434082	10.00
SHERIFF HAWKINS	WELTMAN	3434082	46.28

FILED
O/A/S/BN
AUG 28 2008
W.A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff