

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.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06671211 C J Pit SJS

FILED

m 2:01pm GK

MAY 14 2008

William A. Shaw

Prothonotary/Clerk of Courts

Atty Paid 95.00

ICC Sheriff

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.

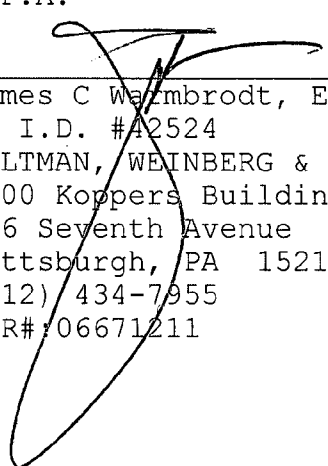
14. Plaintiff is entitled to interest at the statutory rate of 6.00% per annum from May 6, 2008.

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. Warmbrodt, Esquire
PA I.D. #12524
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR# 06671211

Statement for account number: 4266 8410 3363 4427

New Balance	Payment Due Date	Past Due Amount	Minimum Payment
\$8,321.79	02/24/08	\$1,373.00	\$2,824.79



6671211
3NFS
PA

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

426684103363442700282479008321790000005

20162 BEX Z 03508 D
CELESTINA SHIRLEY
1940 DAKOTA RIDGE RD
COALPORT PA 16627-8976



CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153



⑆500016028⑆ 20310336344270⑈



Opening/Closing Date: 01/05/08 - 02/04/08
Payment Due Date: 02/24/08
Minimum Payment Due: \$2,824.79

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

VISA ACCOUNT SUMMARY

Account Number: 4266 8410 3363 4427

Previous Balance	\$8,074.19
Purchases, Cash, Debits	+\$39.00
Finance Charges	+\$208.60
New Balance	\$8,321.79

Total Credit Line	\$7,200
Available Credit	\$0
Cash Access Line	\$1,440
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

It's not too late to resolve the outstanding balance on your credit card account. We have a variety of payment options that may be right for you. Call 1-888-792-7547 (collect 1-302-594-8200) today.

EXHIBIT

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Debit
01/24		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%	\$349.53	\$8.91	\$0.00	\$0.00	\$8.91
Cash advances	V .08216%	29.99%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Balance transfer	V .08216%	29.99%	\$7,840.12	\$199.69	\$0.00	\$0.00	\$199.69
Total finance charges							\$208.60

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.

Statement for account number: 4266 8410 5787 5575

New Balance \$3,255.57 Payment Due Date 02/17/08 Past Due Amount \$636.00 Minimum Payment \$1,041.57



6671212
3NFS
PA

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

426684105787557500104157003255570000005

29065 BEX Z 02808 D
CELESTINA SHIRLEY
1940 DAKOTA RIDGE RD
COALPORT PA 16627-8976



CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153



⑆500016028⑆ 20310578755753⑈



Opening/Closing Date: 12/29/07 - 01/28/08
Payment Due Date: 02/17/08
Minimum Payment Due: \$1,041.57

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

VISA ACCOUNT SUMMARY

Account Number: 4266 8410 5787 5575

Previous Balance	\$3,098.25	Total Credit Line	\$3,000
Purchases, Cash, Debits	+\$78.00	Available Credit	\$0
Finance Charges	+\$79.32	Cash Access Line	\$600
New Balance	\$3,255.57	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

It's not too late to resolve the outstanding balance on your credit card account. We have a variety of payment options that may be right for you. Call 1-888-792-7547 (collect 1-302-594-8200) today.

EXHIBIT

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TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount	
			Credit	Debit
01/17		LATE FEE		\$39.00
12/30		OVERLIMIT FEE		39.00

FINANCE CHARGES

Category	Daily Periodic Rate 31 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge		Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
				Due To	Periodic Rate			
Purchases	V .08216%	29.99%	\$275.92	\$7.03		\$0.00	\$0.00	\$7.03
Cash advances	V .08216%	29.99%	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Convenience check	V .08216%	29.99%	\$2,838.24	\$72.29		\$0.00	\$0.00	\$72.29
Total finance charges								\$79.32

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.

VIOLATION OF THIS AGREEMENT
WILL RESULT IN YOUR CREDIT

IMPORTANT OF THIS AGREEMENT

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

TO OBTAIN CREDIT FROM
CLOSE YOUR ACCOUNT

USING YOUR ACCOUNT Your account is a consumer account and should be used only for personal, family or household purposes. Under no circumstances should it be used for business or commercial purposes. You agree that you will be responsible for all transactions made with your account, whether or not you are the primary cardholder. You agree to use your account only for lawful transactions. You agree to use your account only for permissible transactions, and you will remain responsible for any unauthorized transactions made with your account. You agree to use your account only for permissible transactions, and you will remain responsible for any unauthorized transactions made with your account. You agree to use your account only for permissible transactions, and you will remain responsible for any unauthorized transactions made with your account.

...type of advertisement
...you may

- **Types of Transactions** 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, the terms that we call convenience checks and that we indicate if you are subject to the terms for cash advances, may be treated as cash advances and assessed cash advance rates and fees.
- **Balance Transfers** You may transfer balances from other accounts or loans with other credit card issuers or other lenders to this account, or other balance transfers we allow. But you may not transfer balances to this account from other accounts with us or any of our related companies. If a portion of a requested balance transfer will exceed your available credit limit, we may process a partial balance transfer up to your available credit limit.
- **Cash Advances** You may use your card to get cash from automatic teller machines, or from financial institutions accepting the card, or to obtain travelers checks, foreign currency, money orders, wire transfers or similar cash-like charges, or to obtain loans, tickets, casino gaming chips, race track wagers or for similar betting transactions. You may also use a third party service to make a payment on your behalf and bill the payment to this account.
- **Overdraft Advances** If you have an eligible checking account with one of our related banks, you may link this account to your checking account under the terms of this agreement and cover an overdraft on that checking account under the terms of this agreement and your checking account agreement.
- **Account Management** Your account will be managed in English. For each calendar month, your account will have a

bank, you may limit use of your account under the terms of a written agreement that covers an overdraft on that checking account under the terms of your checking account agreement. Your account will be divided 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 that ends in each calendar month whether or not there is a billing statement for that billing cycle. Do not allow someone to use your account, and do not allow anyone to become an authorized signatory on your account, without your written consent.

Authorized Users If you allow someone to use your account, that person will be an authorized user. You should think carefully before allowing anyone to become an authorized user because you are allowing that person to use the account as you can. You will remain responsible for the use of your account and each card issued on your account according to the terms of this agreement. This includes your responsibility for paying all charges on your account made by an authorized user.

second, according to the terms of the agreement, you will be responsible for paying all charges on your account made by an authorized user on your account. You may request an additional card for use on the same report of that authorized user. If you do so, this card may appear on the same report of that authorized user. You must notify us to terminate an authorized user's permission to use your account. If you notify us, we may close the account and/or issue a new card or cards while it will be in your possession. You should also recover and destroy any cards, checks or any other items that that authorized user has access to. We may also refer to the

[illegible]

nothing more it remains below your credit line. If your account balance is over your credit line for any reason, we may charge you an overdraft fee as described in this agreement. We may, however, not require to, authorize a charge that go over your credit line. You must pay, removed over your credit line, and you must pay us immediately if we act you in over balance over your credit line. _____ line, or the cash advance

We may, however, not pay you on the day you request payment. We may, however, not pay you any amount over your credit line, and you must not pay over your credit line. This is because we may increase, reduce, or cancel your credit line, or the cash advance at any time. However, if you have asked us not to do so, we will not do so. At our discretion, we may increase, reduce, or cancel your credit line, or the cash advance at any time. However, if you have asked us not to do so, we will not do so. A change to your credit line will not affect your obligation to pay us.

portion of your credit limit. A change in your credit limit will not increase your credit line. A change in your credit limit will not increase your credit line.

International Transactions: International transactions include any transaction that you pay us in a foreign currency or that you make outside of the United States of America even if it is made in U.S. dollars. If you make a transaction in a foreign currency, Visa International or MasterCard International, Inc., will convert the transaction into U.S. dollars by using its respective currency conversion procedures. The exchange rate each entity uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date you used your card or account. We reserve the right to change you an additional three percent (3%) of the U.S. dollar amount of any international transaction, whether that transaction was originally made in U.S. dollars or was made in another currency and converted to U.S. dollars by Visa or MasterCard. In either case, the 3% will be calculated on the U.S. dollar amount provided to us by that entity. The same process and charges may apply if any international transaction is reported.

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

reduced to Anticipation Transactions. We may, but are not required to, decline a transaction provided to us by third party. The same process and timing for a transaction is required.

deducted is Auditing Transactions. We are not
accounting for any of the following reasons:

- Deduction is not allowed for any of the following reasons:
 • on your account for any of the following reasons:
 • because of operational considerations,
 • because your account is in default,
 • because of unlawful activity or,
 • if we suspect fraudulent or unlawful activity or,
 • if we suspect fraud or any other reason.
 If a transaction on your account is declined for
 any of the above reasons, you may not be able to use the account.

because your account is not in good standing or unlawful activity or, if we suspect fraudulent or unlawful activity, or if we suspect fraud or any other reason, in the discretion of any lender. If a transaction on your account is declined for any reason, we may mean if you have sufficient credit available.

We are not responsible for any losses, even if you have submitted a request for a refund, either by us or a third party. Even if you have submitted a request for a refund, either by us or a third party, we may require that you register your account with any future transactions, we may require that you register your account with any future transactions, we may require that you register your account with any future transactions. We will notify you if we want you to register if you

For online transactions, we use a authorization system that we select. We will notify you if we want to use a different system. We may decline your online transactions if we are not satisfied with the system. Each check you write is your request for funds. When we receive a check, we must first determine whether to cash it. We may decline to cash a check if we are not satisfied with the check or the account. We may also decline to cash a check if the check is not payable to us or if the check is not properly filled out. We may also decline to cash a check if the check is not cashable at the bank. We may also decline to cash a check if the check is not cashable at the bank. We may also decline to cash a check if the check is not cashable at the bank.

do not require you may check you write a you report
Return to Paymaster: Each check you write is subject to the
a check for payment, we may review your account to decide whether to reimburse and
check you have not reported in, reject and return unpaid a check for any reason

including the following examples:

- [illegible]

- You have used the check card
- You are in default or would be if we paid the check

Lost or Stolen Cards, Checks or Account Numbers: If any card, check, account number, or other information is lost or stolen, or you think someone used it, you must notify us at once by calling the number on the back of the card or check. If you do not, you may be liable for any unauthorized use.

Lost or Stolen Cards, **Unauthorized Use:** If you suspect unauthorized use of your card or if you suspect that your card or PIN number has been lost or stolen, you must notify us at once by calling 1-800-424-2244. We will not be responsible for any unauthorized use of your card or PIN number after we have been notified. If you suspect that your card or PIN number has been lost or stolen, you must notify us at once by calling 1-800-424-2244. We will not be responsible for any unauthorized use of your card or PIN number after we have been notified. If you suspect that your card or PIN number has been lost or stolen, you must notify us at once by calling 1-800-424-2244. We will not be responsible for any unauthorized use of your card or PIN number after we have been notified.

may use these funds for any purpose. We may terminate use related to your
Cardmember Service telephone number, even if your card, check, or cash
use your account after you notify us, even if your card, check, or cash
means to access your account is found or returned. We may terminate use related to your
from notifying us of any lost, theft, or unauthorized use related to your

credit card purchases when you notify us of any loss, theft or damage to your account.

You may be liable if there is unauthorized use of your SSN of such transactions, but you will not be liable for more than \$500 of such transactions, and no more, if you notify us of the loss, theft, or unauthorized use of your SSN as soon as you learn of it. We will be liable for any such transactions made after you notify us of the loss, theft, or unauthorized use of your SSN, but we will not be liable for any such transactions made before you notify us of the loss, theft, or unauthorized use of your SSN.

will not be harmed in any way. However, you must identify for us the person who helped us and who we helped in connection with the case.

We may require you to provide us information in connection with the investigation and we may also require you to comply with certain procedures in connection with the investigation.

1. DATE _____ Your billing statement and accompanying envelope inclu-
2. AMOUNT _____ ding payments and sets forth the date and time

PAYMENTS
\$100.00

Payment Instructions: Your billing statement includes instructions you must follow for making payments and sets forth the date and amount you must receive the payment.

You agree to pay us amounts you owe in U.S. dollars drawn on funds using a payment instruction from a foreign financial institution or a foreign financial institution of the U.S. branch of a foreign financial institution of the U.S. branch of a foreign financial institution that will be processed or honored by your financial institution. Your payment may not be available until the next business day.

[illegible][illegible]

Any payment made by the Government to a contractor under a contract is subject to the provisions of the Contract Disputes Act of 1978 (CDA), 41 U.S.C. 601-613. The CDA provides that the Government is not bound by a contract if it is determined that there is no valid dispute.

regarding such payments. For example, if it is determined there is no valid address for a particular payment, we may accept the payment and the payment will be retained in any other address we may choose to accept any such payment. We may refuse to accept any such payment.

[illegible]

should be sent to the regular payment address shown on the back of the check. If you are not the regular payee, please do not cash or deposit the check. If you are the regular payee, you reserve the right to electronically collect your eligible payment checks, in whole or in part, from the bank account on which the check is drawn. We warrant and represent that we have your authorization for us to collect the amount of the check.

Our receipt of your payment checks is your authorization for us to collect the amount

the total billed periodic payments. We also add any late charges to the part of the minimum payment due, we also add any amount you owe over your credit line.

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

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

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

From time to time we may offer special terms for your account. If we do, we will tell you what the terms are and how long they will be in effect. The terms may be modified by the company.

Any promotion is subject to the terms of this agreement, as modified by the promotional offer.

FINANCE CHARGES

FINANCE CHARGES
Daily Periodic Rates and Annual Percentage Rates are listed on the Finance Charge Table (APR) and the corresponding daily periodic rates are provided separately. To get the daily Periodic Rate is at the end of this document or provided separately. To get the daily periodic rate we divide the APR by 365, and in effect always round up at the fifth place to the right of the decimal point.
Variable Rates: One or more APRs that apply to your account may vary with changes to the Prime Rate. When you have an APR that varies with changes to the Prime Rate published in *The Wall Street Journal* we add a margin to the Prime Rate shown on your billing statement. The "Prime Rate" is the highest [U.S.] Prime Rate published in the *Money* 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. We will select a similar reference rate and inform you on your billing statement.

A rates section of *The Wall Street Journal* will publish the Prime Rate, which will select a similar reference rate to the one used in the Prime Rate, with select a similar reference rate to the one used in the Prime Rate, with select a similar reference rate to the one used in the Prime Rate.

cycles based on your billing cycle that starts on the first day of your billing cycle. Your rate increases, you will not calculate it if the daily periodic rate increases, you will not finance charge and may have to pay a higher minimum payment. Default Notice: 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, a minimum payment due on the account.
- We do not receive, for any payment, a minimum payment due on the account of loan with us, at least the minimum payment due on the due.
- You exceed your credit line on this account.
- You make a payment to us that is not honored by your bank.
- To the extent allowed by law, if, at any time after your account is closed, we demand immediate payment of your outstanding balance and we do not receive payment within the time we specify.

If any of these events occurs, we may increase the APFs (including any promotional APFs on rebates) (excluding overdraft advances) up to a maximum of the default rate stated in the Rate and Fee 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 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

balance from the previous billing cycle for which you do not
not have already paid.
If we decide not to increase your APR even though there is a default or two 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 reserve our right to charge reduced default rates or reinstatement
fees on all revolving balances on your account.

[illegible]

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

We calculate the periodic finance charges for balance transfers, balance transfer advances, and cash advances checks, and overdraft advances, by multiplying the daily balance for each of these categories by the daily periodic rate for each of these categories. Each day you may have overdraft advances only if you have limited the daily balance for each of these categories by one of our related limits. 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.

- advances, and cash advances, but we use the promotional rate. To get the daily balance for each day for each category:
- We take the beginning balance for that day.
 - We take the beginning balance for each category for the next day, we add the daily periodic finance charge to the daily balance. If more than one daily periodic rate applies 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 periodic finance charges for the billing cycle, we add all of the daily periodic finance charges to the beginning balance for the next billing cycle.

[illegible][illegible][illegible]

- cash advances checks
- cash advances

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

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

Enforcement, finality, appeals. Failure of any delay in enforcing this Arbitration Agreement at any time, or in connection with any particular claim, without constituting a waiver of any rights to require arbitration at a later time or in connection with any other claim. Any decision rendered in such arbitration proceeding will be final and binding on the parties, unless a party appeals 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 arose below the arbitration. The panel will proceed using a single arbitrator, and make decisions and same rules that apply to a proceeding using a single arbitrator, costs and expenses based on the vote of the majority. Each party will bear their own fees, costs and expenses for any appeal, but a party may recover any or all fees, costs and expenses from another party, if the majority of the panel of arbitrators, applying applicable law, so determines. An award in arbitration will be enforceable as provided by the FAA or other applicable law by any court having jurisdiction.

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

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

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

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

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

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

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

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

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

INFORMATION SHARING
You authorize us to share certain information about you and your account within our family of companies, and with others outside our family of companies including any family of companies, and with others outside our family of companies on the cards, as permitted by law. Our Privacy Policy, which is provided to you when you first receive, on 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.

FINANCIAL COMPANIES
While we provide 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 follows, 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 authorize 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 organizations outside of our family of companies.

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

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

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

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

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

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

In your letter, give us the following information:
• Your name and account number
• The dollar amount of the suspected error
• Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

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

Your Rights And Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have contacted 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 30 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 to this right:

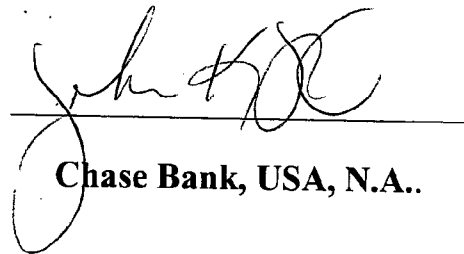
- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.00.

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

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.



Chase Bank, USA, N.A..

FILED

M 2:33 PM CK
AUG 19 2008

1CC & 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

vs.

CELESTINA SHIRLEY

Defendant

No. 2008-900-CD

PRAECIPE FOR DEFAULT JUDGMENT

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

William T. Molczan, Esquire
PA. I.D.#47437
WELTMAN, WEINBERG & REIS CO., L.P.A.
1400 Koppers 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 _____

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

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

Prothonotary

CELESTINA SHIRLEY
1940 DAKOTA RIDGE ROAD
COALPORT, PA 16627

By: 
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

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-CD

CELESTINA SHIRLEY

Defendant(s)

IMPORTANT NOTICE

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

Date of Notice: _____
WWR#: 06671211

07/23/2008

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 ADMINSTRATOR
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. Snavelly-Dixon

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

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

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenseink.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
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If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

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

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

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

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

Report ID: BGVWUKOMMMV

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

Chase Bank USA, N.A.
Plaintiff

No.: 2008-00900-CD

Real Debt: \$11,904.35

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Celestina Shirley
Defendant


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

COPY

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

ATTEMPTS

FILED

9/3:40/301
MAY 30 2008

William A. Shaw

Prothonotary/Clerk of Courts

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

01/10/51621
AUG 28 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff