

08-1323-CD

Comm Fin. System vs C. Flango

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial Systems, Inc
120 N. Keyser Ave.
Scranton PA 18504

CIVIL ACTION

Plaintiff

vs.

CAROLMARIE D. FLANGO
2673 4TH AVE.
Houtzdale PA 16651

NO: 08-1323-CD

Defendant

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 to Defend 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 ON AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT REDUCED FEE OR NO FEE.

MIDPENN LEGAL SERVICES
211 1/2 E LOCUST STREET
CLEARFIELD, PA 16830
814-765-9646

FILED Atty pd. \$75.00
JUL 18 2008 ICC Sheriff

William A. Shaw
Prothonotary/Clerk of Courts
ICC Atty

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Commonwealth Financial Systems, Inc :
120 N. Keyser Ave. : CIVIL ACTION
Scranton PA 18504 :

Plaintiff :

vs. :

CAROLMARIE D. FLANGO : NO:
2673 4TH AVE. :
Houtzdale PA 16651 :

Defendant :

COMPLAINT

Plaintiff, Commonwealth Financial Systems, Inc, by and through its attorneys, Edwin A. Abrahamsen & Associates, P.C., complains of the Defendant as follows:

1. Plaintiff, Commonwealth Financial Systems, Inc, (hereinafter "Plaintiff") is a Pennsylvania corporation with a principal place of business located at 120 North Keyser Avenue Scranton, PA 18504.
2. The Defendant CAROLMARIE D. FLANGO (hereinafter "Defendant") is an adult individual residing at 2673 4TH AVE. Houtzdale PA 16651.
3. At all relevant times herein, Plaintiff was engaged in the business of debt purchase and collection.
4. Defendant applied for and received a credit card issued by CONVER GE MC PLATINUM with the account number 5466472007101253.
5. The within account was sold by CONVER GE MC PLATINUM to Unifund for valuable consideration and all rights under said accounts were assigned to Unifund. (See, Bill of

Sale, Affidavit and Assignment attached hereto as Exhibit "A.")

6. On or about April 3, 2006 Plaintiff was assigned all rights to certain credit card accounts from Unifund, including the account opened by Defendant with account number 5466472007101253. (See, Bill of Sale, Affidavit, and Assignment attached hereto as Exhibit "B.")

7. Use of the CONVER GE MC PLATINUM credit card was subject to the terms of the Cardmember Agreement, a copy of which was sent to the Defendant along with the credit card. (See, Copy of Cardmember Agreement, attached hereto and marked Exhibit "C.")

8. Defendant used the CONVER GE MC PLATINUM credit card account number 5466472007101253, for purchases, cash advances and/or balance transfers.

9. The Defendant was mailed account statements relative to the Defendant's use of the subject credit card.

10. The Defendant defaulted under the terms of the Agreement by failing and refusing to make monthly payments on the account as they became due.

11. The account became delinquent on June 30, 2004.

12. The principal amount was \$21,899.58 at the time it was received by Plaintiff.

13. Pursuant to the account agreement, any unpaid balance accrues interest at the rate of 24.74%.

14. The total amount due and owing the Plaintiff including interest, is \$43,652.19.

15. Pursuant to the terms of the Agreement, Defendant is liable to Plaintiff for court costs and reasonable attorney's fees.

WHEREFORE, Plaintiff requests judgment in its favor and against Defendant in the amount of \$43,652.19 plus costs of suit, reasonable attorneys' fees and any other relief as the Court deems just and appropriate.

Respectfully submitted,



Edwin A. Abrahamsen & Assoc.
Michael F. Ratchford, Esquire
Heather K. Woodruff, Esquire
Attorney ID Nos.: 86285/207805
1729 Pittston Avenue
Scranton, PA 18505
mratchford@eaa-law.com
hwoodruff@eaa-law.com

EXHIBIT A

BILL OF SALE

Bank One, Delaware NA ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Flow Purchase Agreement dated July 27, 2004 between Seller and Unifund CCR Partners, ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Applicable Cut-Off Date of July 27, 2004 all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit "1" attached hereto and made part hereof for all purposes.

| | |
|-----------------------|------------------|
| Number of Accounts | 16,154 |
| Total Unpaid Balances | \$97, 173,377.33 |

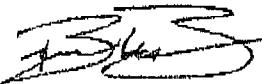
Amounts due to Seller by Purchaser in hereunder shall be paid U.S. Dollars by a wire transfer to be received by Seller on July 29, 2004 (the "Applicable Closing Date") by 3:00 p.m. Seller's time, as follows:

Bank One, Delaware NA

c/o Federal Reserve Bank-Philadelphia
ABA: 031 100 393
Account: 407253-1061000000
Attention: Marcos Castillo

This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

| | |
|------------------------------------|------------------------------------|
| SELLER: BANK ONE, DELAWARE N.A. | PURCHASER: UNIFUND CCR PARTNERS |
|------------------------------------|------------------------------------|

By: 
Title: Vice President

Date: 7/27/04

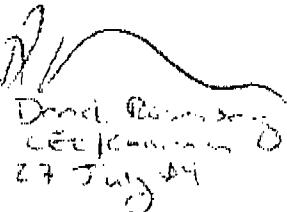
By: 
Title: Daniel C. Cason
Date: 27 July 2004

Exhibit B

unifund

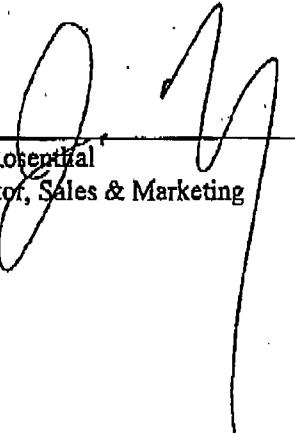
Unifund CCR Partners

BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Commonwealth Financial Systems, Inc. ("Purchaser"), dated as of February 27, 2006 (the "Agreement"), does hereby sell, assign, and transfer to Purchaser all of its good and marketable title, free and clear of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectibility, or otherwise, except to the extent stated in the Agreement.

Executed on March 6, 2006.

UNIFUND CCR PARTNERS

By 
Joel Rosenthal
Director, Sales & Marketing

For Unifund Use ONLY

| Client # | PID | CID # |
|----------|-----|-------|
| | | |
| | | |
| | | |

Exhibit C

Cardmember Agreement



Cardmember Agreement

This is the Agreement that establishes the terms of your Cardmember Account ("Account") with First USA Bank, N.A. (including accounts opened with us through other banks that participate in our MasterCard/Via program and whose name may be on the face of your Card). Please, read it carefully and keep it for your records. You do not need to sign this Agreement, but please be sure to sign the back of your Card if you have not already done so. All extensions of credit in connection with your Account are being made by First USA Bank, N.A. in Wilmington, Delaware. Any use of your Card or Account confirms your acceptance of the terms and conditions of this Agreement.

Definitions: In this Agreement, the words "you" and "your" refer to each person (jointly and severally if more than one) who has applied for the Account, and any other person who has agreed to be responsible for the Account. The words "we", "us" and "our" refer to First USA Bank, N.A., a national banking association. "Card" refers to each MasterCard and/or Via Card that is issued on your Account. The Card must be returned or surrendered to us or our agent upon request.

Using Your Account: You may use your Card or Account to purchase or lease goods or services or pay amounts you owe, wherever the Card is honored or transfer balances from other accounts ("Purchases"). You may also use the Card to obtain cash loans ("Cash Advances") from any financial institution that accepts the Card. You agree to accept credits to your Account instead of cash refunds when the original Purchase was charged to your Account.

We may issue "Convenience Checks" to you which may be used to access your credit line. Use of a Convenience Check will be treated as a "Purchase" in the amount of your check. Each Convenience Check will contain your Account number and may be used only by the person(s) whose name(s) is/are printed on it. Each must be completed and signed by you (or either of you) in the same manner as a regular personal check. If we provide Convenience Checks for your Account, you may not use them to pay any amount you owe under your Cardmember Agreement or under any other credit agreement or account you may have with us, Bank One or any of our related banks.

Obligations On Your Account: You authorize us to pay and charge your Account for all Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You promise to pay us for all of these Purchases and Cash Advances, plus any Finance Charges assessed on your Account and any other charges and fees which you may owe us under the terms of this Agreement. You will be obligated to pay authorized charges to your Account whether resulting from (1) actual use of your Card or Convenience Checks, (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card or (3) any other circumstance where you authorize a charge, or authorize someone else to make a charge, to your Account. Each person who is included within the definition of the term "you", above, is responsible to pay the full amount owed on the Account. We may require that you pay the full amount owed without first asking the other person(s) to pay. All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument must be drawn on a U.S. bank or a U.S. branch of a foreign bank. Subject to any mandatory provisions of applicable law, we will apply your payments to the balances in your Account in whatever manner we determine.

Credit Line/Authorized Usage: Your credit line is shown on the folder containing your Card. Since we may change your credit line from time to time, your latest credit line will appear on your monthly statement. You agree not to make a Purchase or obtain a Cash Advance that would cause the unpaid balance of your Account to exceed your credit line. We may honor Purchases and Cash Advances in excess of your credit line at our sole discretion. If we do, this Agreement also applies to that excess and you agree to pay the excess immediately if we request that you do so. You agree that we may change or cancel your credit line at any time without affecting your obligation to pay amounts that you owe under this Agreement. We may designate that only a portion of your credit line is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your credit line for all purposes of this Cardmember Agreement. For security reasons, we may limit the number or dollar amount of Purchases, Cash Advance and/or Convenience Check transactions that may be accomplished with your Card or Account, and we have the right to limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary to verify payments received on your Account.

Periodic Statements: We will send a statement at the end of each monthly billing cycle in which your Account has a debit or credit balance of more than \$1.00 or if a Finance Charge has been imposed. Among other things, your monthly statement will show your New Balance, any Finance Charge, your credit line and available credit, your Minimum Monthly Payment and the Payment Due Date.

Minimum Monthly Payment: If the New Balance shown on your monthly statement is less than \$10.00, your Minimum Monthly Payment (due by the Payment Due Date) is your New Balance. Otherwise, the Minimum Monthly Payment for each billing cycle will be the greater of \$10.00 or the total of (1) 2% of the New Balance, plus (2) any amount past due, plus (3) if we so elect, any amount over your credit line at the time of billing. You may pay more than the Minimum Monthly Payment and may at any time pay the full amount you owe us.

Finance Charges: There is a minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges in any billing cycle in which you owe a FINANCE CHARGE.

We calculate the "balance" subject to FINANCE CHARGE separately for Purchases and Cash Advances. For Cash Advances we will add a Periodic FINANCE CHARGE from the day you take the Cash Advance until the day we receive payment in full. However, you have a grace period for Purchases. You will not pay a Periodic FINANCE CHARGE on current or previous Purchases if you paid your New Balance in full by the Payment Due Date on your previous statement (or that balance was zero or a credit amount) and you pay your New Balance in full by the Payment Due Date on your current statement.

To determine the Periodic FINANCE CHARGE we apply the applicable Daily Periodic Rate to the daily balances of Purchases, Cash Advances and previous billing cycle Purchases. The sum of these daily calculations is the total Periodic FINANCE CHARGE. Purchases and Cash Advances are included in your daily balance as of the later of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that Convenience Checks always are included when accepted by the payee).

The daily balances for current cycle Purchases and Cash Advances and previous cycle Purchases are calculated separately and determined as follows:

1. Current Cycle Purchases and Cash Advances. We start with the outstanding balance at the beginning of the current billing cycle. We take the beginning balance of Purchases and Cash Advances

on your Account each day, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, add any new Purchases (including fees that are treated as Purchases) and new Cash Advances and then subtract any payments or credits. This gives us the separate daily balances for Purchases and Cash Advances.

2. Previous Cycle Purchases. We start with the outstanding balance at the beginning of the previous billing cycle. We take the beginning balance of Purchases on your Account each day during that billing cycle, which includes any Periodic FINANCE CHARGES calculated on the previous day's balance, and add any new Purchases (including fees that are treated as Purchases) and subtract any payments or credits. This gives us the separate daily balance for previous billing cycle Purchases. However, the daily balance for previous cycle Purchases is considered to be zero for each day of the previous billing cycle if you paid in full the New Balance on your previous statement by the Payment Due Date or a Periodic FINANCE CHARGE was already imposed on the purchases itemized on your previous statement.

If we have "special" periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related Periodic FINANCE CHARGES will be calculated in the same manner as described above for current or previous cycle transactions, as applicable. We figure another portion of the Finance Charge on your Account by adding a one-time Cash Advance FINANCE CHARGE for each Cash Advance when it is obtained. The amount of the Cash Advance FINANCE CHARGE is stated in the Table of Interest Charges.

The total Finance Charge on your Account for a monthly billing cycle will be the sum of the Periodic FINANCE CHARGES plus any Cash Advance FINANCE CHARGES.

This Agreement provides for compounding of Finance Charges (interest).

Other Interest Charges. In addition to the Finance Charges discussed above, the following interest charges will be applicable to your Account:

Annual Membership Fee. — You agree to pay us when billed each year (subject to applicable federal law) a non-refundable annual membership fee in the amount stated in the Table of Interest Charges for the privileges you have under this Agreement, whether or not you exercise those privileges. Your payment of this fee will not affect any of our rights under this Agreement, including our right to terminate your Account.

Late Fee. — If we do not receive a payment from you in at least the amount of your Minimum Monthly Payment by the Payment Due Date shown on your monthly statement, we may charge you a late payment fee in the amount stated in the Table of Interest Charges. You will only be charged one late payment fee for any Minimum Monthly Payment which is not paid by the Payment Due Date.

Return Check Fee. — If your bank does not honor the check you give us to pay amounts you owe under this Agreement, or we must return a check because it is not signed or is otherwise irregular, we may charge you a return check fee in the amount stated in the Table of Interest Charges.

Overlimit Fee. — We have the right to charge an overlimit fee in the amount stated in the Table of Interest Charges: (1) if your Account balance exceeds your applicable credit line at any time during a monthly cycle; or (2) if you make a Purchase or obtain a Cash Advance at a time when your Account balance is over your credit line.

Administrative Fees. — If you request photocopies of sales slips or duplicate copies of monthly statements, or if you request more than two Cards or any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services, as from time to time in effect. The present charges for such services are specified in the Table of Interest Charges. However if you request items such as sales slips or duplicate statements in connection with any disputed billing item (see "Your Billing Rights"), we will not impose a fee if a billing error is disclosed.

Unless otherwise arranged between us, the annual membership fee and any late, return check, over-limit or administrative fee will be added to your Account and treated as a Purchase.

Default/Collection Costs. Your Account will be in default and we may demand immediate payment of the entire amount you owe us without giving you prior notice if: (1) in any month we do not receive your Minimum Monthly Payment by the Payment Due Date; (2) you make Purchases or obtain Cash Advances in excess of your credit line; (3) you fail to comply with this Agreement; (4) there is a filing for your bankruptcy; (5) you die or become incapacitated; or (6) we believe in good faith that the payment or performance of your obligations under this Agreement is impaired for any other reason. As permitted by applicable law, you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under this Agreement (including court costs and the fees of any collection agency to which we refer your Account) and, in the event we refer your Account after your default to an attorney who is not our regularly retained employee, you agree to pay the reasonable fees of such attorney. We will not be obligated to honor any attempted use of your Account if a default has occurred or we have determined to terminate your Account or limit your Account privileges (as discussed below).

Arbitration. Any claim, dispute or controversy ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or your Account, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved by binding arbitration by the National Arbitration Forum, under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, www.arbforum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2271. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16; judgment upon any arbitration award may be entered in any court having jurisdiction.

S This arbitration agreement applies to all Claims now in existence or that may arise in the future except for Claims by or against any unaffiliated third party to whom ownership of your Account may be assigned after default (unless that party elects to arbitrate). Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owed by either party to the other under this Agreement.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT YOU AND WE MAY OTHERWISE ..

HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT, AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS, BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

Termination: We may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time (and set your Account in warningbulletin) without notice or liability. If we ask, you must return your Cards and any unused Convenience Checks to us, cut in half. You agree that you will not try to make a Purchase or obtain a Cash Advance after you have been notified that your privilege to use your Account has been terminated. You may terminate this Agreement at any time. If you do, you must return to us all Cards and Convenience Checks previously issued on the Account. If you call us, we may require that you confirm your intent to terminate in writing. Your or our termination will not affect your existing obligations under this Agreement or your liability for all charges posted to your Account prior to the time all Cards and unused Convenience Checks issued on your Account are returned to us.

Notices: We will send statements and any other notices to you at the address shown in our files. If this is a joint account, we can send statements and notices to either of you. You promise to inform us promptly in writing of any change in your address. We may in our discretion accept address corrections from the United States Postal Service.

Foreign Currency Transactions: Transactions in foreign currencies will be converted to U.S. Dollars and posted to your Account at the exchange rate determined by MasterCard or VISA (or their affiliates), using their then current currency conversion procedures and charges. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion, increased by the applicable conversion charge determined by MasterCard or VISA. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

Skip/Promotional Features: From time to time, we may let you skip or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain Finance Charges on all or a portion of your Account balance or offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and terms will resume.

Change in this Agreement: We can change the terms of this Agreement, including the ANNUAL PERCENTAGE RATE and any fees, at any time. We will notify you of the change. As permitted by applicable law, any change in this Agreement will become effective at the time stated in our notice and unless we state otherwise, the change will apply to all outstanding balances in your Account as well as to new transactions.

Credit Information: You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants and credit reporting agencies. We may share information about you with our affiliated companies.

Sharing Information with Affiliated Companies: We may share information about you with our affiliated companies. You may request that we do not share information (other than that related to your Account) with our affiliates by writing to us at First USA Bank, N.A., FCRA Opt Out, P.O. Box 8651, Wilmington, DE 19899-8651. Please include your name, address and account number with your request.

Cardmember Lists: From time to time, we may share our cardmember lists with companies whose products and services we think will be of interest to you. We carefully review these offers to make sure they meet our standards. You may request that your name not be given to these companies by writing us at First USA Bank, N.A., P.O. Box 8651, Wilmington, DE 19899-8651. Please include your name, address and account number with your request.

Phone Calls: In the regular course of our business we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.

Refusal To Honor Card: We are not responsible for refusals to honor your Card or Convenience Checks. And, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of your Account.

Irregular Payments And Delay In Enforcement: We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that we may at any time honor a Purchase or Cash Advance in excess of your maximum credit line does not obligate us to do so again.

Liability For Unauthorized Use Of Your Account: If your Card or Convenience Checks are lost or stolen or if you are afraid someone may use your Account without your permission, you must notify us at once. You may be liable for that unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify First USA Bank, N.A. by writing to us at P.O. Box 8651, Wilmington, DE 19899-8651, or verbally by calling us at 1-800-577-7101, of the loss or theft of your Card or Convenience Checks or the possible unauthorized use of your Account. In any case, your maximum liability is \$50.00. We may terminate or limit access to your Account if you have notified us or we have determined that your Card or Convenience Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

Assignment: We may at any time assign your Account, any sums due on your Account, this Agreement or our rights or obligations under this Agreement. The person(s) to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned.

GOVERNING LAW: THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAW OF THE STATE OF DELAWARE AND, AS APPLICABLE, FEDERAL LAW.

Inquiries Or Questions: You may address any inquiries or questions which you have about your Account to First USA Bank, N.A., P.O. Box 8651, Wilmington, Delaware 19899-8651, or you may call us at 1-800-577-7101. If you telephone us instead of writing, you may lose certain rights the law gives you to dispute billing errors (see "Your Billing Rights").

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 on a separate sheet at First USA Bank, N.A., P.O. Box 8651, Wilmington, Delaware 19899-8651. Write to us as soon as possible. We must hear from you no later than 60 days after we send 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 not sure about.

Your Rights And Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. 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 payment 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 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 of the questioned amount, even if your bill was correct.

Special Rule 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. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and
- (b) The purchase price must have been more than \$50.

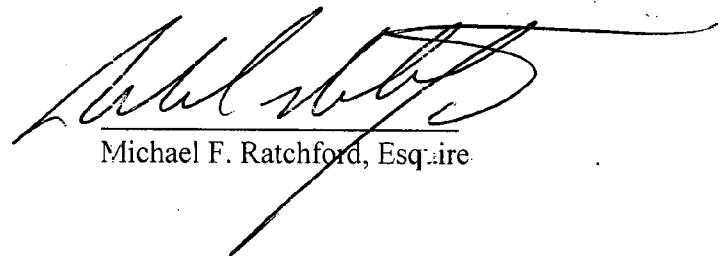
These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

FIRST USA.

M-24275
9.90NAEMPFUSA-QCC

VERIFICATION

I, Michael F. Ratchford, attorney for Plaintiff, Commonwealth Financial Systems, Inc, am fully familiar with the facts set forth in the within Complaint and am authorized to make this Verification on behalf of Plaintiff. I Verify that the facts set forth in the within allegations are true and correct to the best of my knowledge, knowing that any false statements are punishable by law pursuant to 18 C.S.A. 4904.



Michael F. Ratchford
Michael F. Ratchford, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1323-CD

COMMONWEALTH FINANCIAL SYSTEMS, INC.

VS

CAROLMARIE D. FLANGO

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 08/17/2008

HEARING:

PAGE: 104430

DEFENDANT: CAROLMARIE D. FLANGO

ADDRESS: 2673 4TH AVE.

HOUTZDALE, PA 16651

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

Prothonotary/Clerk of Courts

ATTEMPTS

FILED

08/17/2008
JUL 31 2008

William A. Shaw

WS

SHERIFF'S RETURN

NOW, 7-31-08 AT 10:24 AM SERVED THE WITHIN

COMPLAINT ON CAROLMARIE D. FLANGO, DEFENDANT

BY HANDING TO Tony Flango, FATHER

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

ADDRESS SERVED 2673 4th Ave.

Houtzdale, Pa. 16651

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR CAROLMARIE D. FLANGO

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO CAROLMARIE D. FLANGO

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature

James E. Davis
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104430
NO: 08-1323-CD
SERVICES 1
COMPLAINT

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC.
vs.
DEFENDANT: CAROLMARIE D. FLANGO

SHERIFF RETURN

RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|------------|---------|--------|
| SURCHARGE | ABRAHAMSEN | 012420 | 10.00 |
| SHERIFF HAWKINS | ABRAHAMSEN | 012420 | 39.06 |

5
FILED
07/16/08
OCT 15 2008
WAS
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH FINANCIAL :
SYSTEMS : CIVIL DIVISION
INC. :

Plaintiff :

vs.

CAROLMARIE D. FLANGO :

Defendant :

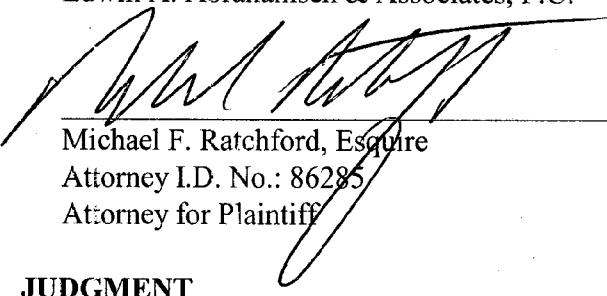
NO: 08-1323-CD

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE CLERK OF JUDICIAL RECORDS:

Kindly enter judgment by default for failure to respond to Plaintiff's Complaint in the amount of \$43,652.19. Notice of the intent to file a default judgment was served upon the Defendant on November 19, 2008. A copy of the Notice of Intent to Take Default Judgment is attached hereto and marked Exhibit "A."

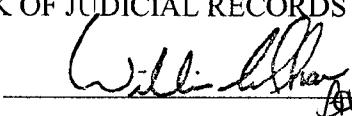
Edwin A. Abrahamsen & Associates, P.C.


Michael F. Ratchford, Esquire
Attorney I.D. No.: 86285
Attorney for Plaintiff

JUDGMENT

AND NOW, this 15th day of Dec., 2008 Judgment is hereby entered in favor of the Plaintiff and against the Defendant in the amount of \$43,652.19, which includes reasonable attorneys' fees for failure to respond to Plaintiff's Complaint.

CLERK OF JUDICIAL RECORDS


J.

FILED Atty pd 20.00
M 12/22/2008
DEC 15 2008 ICC Notice
to Def.

William A. Shaw
Prothonotary/Clerk of Courts ICC Statement

to Atty

(60)

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

COMMONWEALTH FINANCIAL :
SYSTEMS :
INC. :
Plaintiff : CIVIL DIVISION
vs. :
CAROLMARIE D. FLANGO :
Defendant :
:

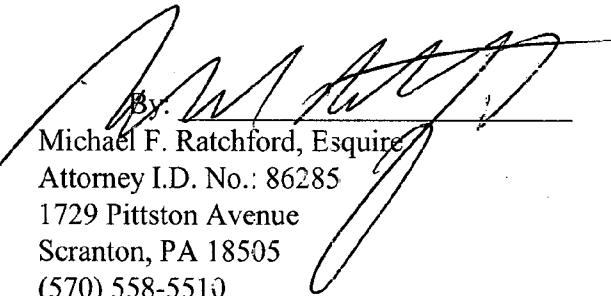
CERIFICATE OF SERVICE

I, Michael F. Ratchford, Esquire, hereby certify that on the date indicated below, I served a copy of the Praecept for Entry of Default Judgment in the above captioned matter by mailing the same via First Class United States mail, postage prepaid addressed as follows:

CAROLMARIE D. FLANGO
2673 4TH AVE.
Houtzdale PA 16651

Edwin A. Abrahamsen & Associates, P.C.

Date: December 12, 2008

By: 
Michael F. Ratchford, Esquire
Attorney I.D. No.: 86285
1729 Pittston Avenue
Scranton, PA 18505
(570) 558-5510

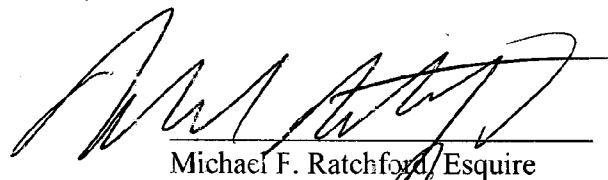
COMMONWEALTH FINANCIAL SYSTEMS
INC. : Plaintiff : In the Court of Common Pleas of
vs. : : CLEARFIELD County, Pennsylvania
CAROLMARIE D. FLANGO : Defendant : Civil Division
: : NO: 03-1323-CD
: : AFFIDAVIT UNDER SOLDIERS AND SAILORS
: : RELIEF CIVIL RELIEF ACT OF 1940 AS
: : AMENDED

State of Pennsylvania
County of CLEARFIELD SS:

Michael F. Ratchford, Esquire being duly sworn according to law deposes and says that the above named defendant(s): CAROLMARIE D. FLANGO; is(are) not in the military service of the United States of America as defined by the Soldiers' and Sailors' Civil Relief Act of 1940 as amended;

That the defendant(s): CAROLMARIE D. FLANGO; is(are) older than eighteen years of age;

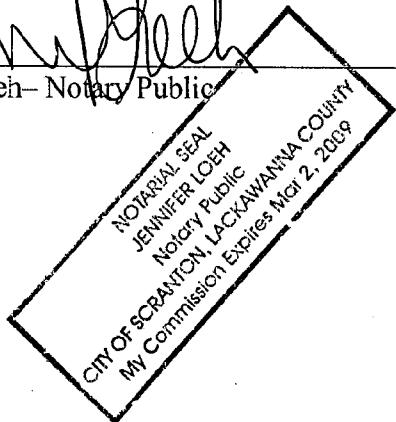
That the employment status of the defendant(s): CAROLMARIE D. FLANGO; is(are) unknown.



Michael F. Ratchford, Esquire

Subscribed before me this 12th day of Dec 2008

Jennifer Loeh - Notary Public





EDWIN A. ABRAHAMSSEN
MICHAEL F. RATCHFORD
HEATHER K. WOODRUFF
*ALSO MEMBER OF FL BAR

THE LAW OFFICE OF
EDWIN A. ABRAHAMSSEN & ASSOCIATES, P.C.
WWW.EAA-LAW.COM

November 19, 2008

CAROLMARIE D. FLANGO
2673 4TH AVE.
Houtzdale PA 16651

Re: **COMMONWEALTH FINANCIAL SYSTEMS INC. v. CAROLMARIE D. FLANGO**

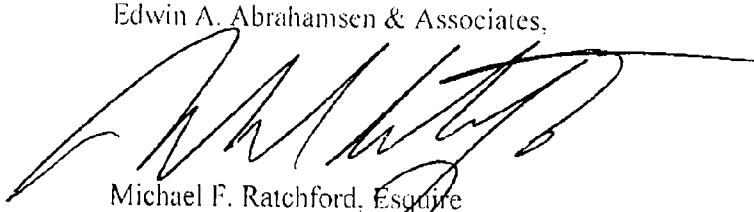
CLEARFIELD County Civil Action No.:08-1323-CD
Our file No.: 08-01030

Dear CAROLMARIE D. FLANGO :

Enclosed please find the Ten Day Notice of Intent to Take Default in regard to the above-noted matter. Please act accordingly.

If you have any questions or wish to discuss your outstanding account, please contact me at (570) 558-5510.

Edwin A. Abrahamsen & Associates,


Michael F. Ratchford, Esquire

Enclosure

This is a communication from a debt collector in an attempt to collect a debt. Any information will be used for that purpose.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH FINANCIAL :
SYSTEMS : CIVIL ACTION
INC. :
Plaintiff :
vs. : NO: 08-1323-CD
CAROLMARIE D. FLANGO :
Defendant :
:

TEN DAY NOTICE OF INTENT TO TAKE DEFAULT JUDGMENT

To: CAROLMARIE D. FLANGO
2673 4TH AVE.
Houtzdale PA 16651

Date of Notice: November 19, 2008

IMPORTANT NOTICE PURSUANT TO PA.R.C.P. 237.1(a)(2)

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER AN APPEARANCE PERSONALLY OR BY AN 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 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.

MIDPENN LEGAL SERVICES
211 1/2 E LOCUST STREET
CLEARFIELD, PA 16830
814-765-9646

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH FINANCIAL :
SYSTEMS : CIVIL ACTION
INC. :

Plaintiff :
:
:
:
vs. : NO. 08-1323-CD

CAROLMARIE D. FLANGO :
Defendant :
:

CERTIFICATE OF SERVICE

I, Michael F. Ratchford, Esquire, hereby certify that on November 19, 2008 I served a copy of the Ten Day Notice of Intent to Take Default in the above captioned matter by mailing the same via First Class United States mail, postage prepaid addressed as follows:

CAROLMARIE D. FLANGO
2673 4TH AVE.
Houtzdale PA 16651

Edwin A. Abrahamsen & Associates, P.C.

BY: Michael F. Ratchford, Esquire
Attorney I.D. No.: 86285
1729 Pittston Avenue
Scranton, PA 18505
(570) 558-5510

Department of Defense Manpower Data Center

DEC-12-2008 12:25:28



Military Status Report
 Pursuant to the Servicemembers Civil Relief Act

| Last Name | First/Middle | Begin Date | Active Duty Status | Service/Agency |
|-----------|--------------|------------|--|----------------|
| FLANGO | CAROL | | 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 by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: **KVBCOEOLH**

COMMONWEALTH FINANCIAL SYSTEMS
INC.

Plaintiff

In the Court of Common Pleas of
CLEARFIELD County, Pennsylvania
Civil Division

vs.

CAROLMARIE D. FLANGO

Defendant

NC: 08-1323-CD

COPY

NOTICE OF FILING JUDGMENT

Notice is hereby given that a money judgment in the above-captioned matter has been entered
against you in the amount of \$ 431652.19 on December 15, 2008.

By: Will Flango

If you have any questions regarding this notice, please contact the filing party:

Edwin A. Abrahamsen & Associates
1729 Pittston Avenue
Scranton, PA 18505
Telephone: (570)-558-5510

(Notice is given in accordance with PA Supreme Court Rule of Civil Procedure No. 236)

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

Copy

Commonwealth Financial Systems, Inc.
Plaintiff(s)

No.: 2008-01323-CD

Real Debt: \$43,652.19

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Carolmarie D. Flango
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 15, 2008

Expires: December 15, 2013

Certified from the record this 15th day of December, 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