

08-1685-CD  
FIA Card Serv. Vs Michael P. Marrara

**FILED**

M 2:25 P.M. GIC  
SEP 08 2008 NO CC

W.M. I COMPL. TO  
William A. Shaw SHFF.  
Prothonotary/Clerk of Courts

*Atty. and 95.00*

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

FIA CARD SERVICES

Plaintiff No. 2008-1685-CD

vs. COMPLAINT IN CIVIL ACTION

MICHAEL P MARRARA

Defendant FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
Weltman, Weinberg & Reis, CO L.P.A  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

WWR#6465480

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

FIA CARD SERVICES

Plaintiff

vs.

Civil Action No.

MICHAEL P MARRARA

Defendant

**COMPLAINT IN CIVIL ACTION 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

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
SECOND & MARKET STREETS  
CLEARFIELD, PA 16830  
(814) 765-2641, ext. 50-51

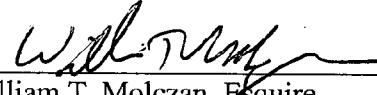
COMPLAINT

1. Plaintiff is a corporation with offices in 2727 PACES FERRY RD,#1400ATLANTA, GA 30339-0000 .
2. Defendant is an adult individual residing at 36 PINEY LN ROCKTON,PA 15856.
3. Defendant applied for and received a credit card issued by BANK OF AMERICA bearing the account number 9800 .
4. This account was subsequently assigned to Plaintiff for value.
5. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of JULY 16 2008, in the amount of \$7,062.25. A true and correct copy of Plaintiff's Statement of Account is attached hereto, marked as Exhibit "1" and made a part hereof.
6. 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.
7. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the rate of 7.00 % per annum on the unpaid balance.
8. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, MICHAEL P MARRARA individually, in the amount of \$7,062.25 with continuing finance charges thereon at the rate of 7.00 % per annum from JULY 16 2008 plus 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.

  
\_\_\_\_\_  
William T. Molczan, Esquire

PA I.D. #47437

Weltman, Weinberg & Reis, CO L.P.A  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

WWR#:6465480



**IMPORTANT INFORMATION ABOUT THIS ACCOUNT**

USE103 Rev. 09/06

**GRACE PERIOD**

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Categories A, B, C, or D.

During a 0% promotional APR period: 1) no Periodic Rate Finance Charges accrue on balances in the Categories with the 0% promotional APR; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Account Agreement) to maintain the 0% promotional APR.

<sup>\*\*</sup> If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "++" symbol, then with respect to those Categories: 1) the 0% promotional APR for each of the categories will expire as of the end of the next billing cycle; and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% promotional APR period on those balances existing as of the Closing Date of this statement.

**CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE**

Categories A and B – Average Balance Method (including new Advances): We calculate separate Balances Subject to Finance Charge for Category A balances and Category B balances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle Advance" balance, which is an Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Advances and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle Advance balance, we take the beginning balance attributable solely to Pre-Cycle Advances (which will be zero on the transaction date of the first Pre-Cycle Advance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle Advances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Categories C and D – Average Daily Balance Method (including new transactions): We calculate separate Balances Subject to Finance Charge for Category C balances and Category D balances. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new transactions, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. We include the costs for the Credit Protection plan or for credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

**TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION**

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charge for each category, we multiply the Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges for each category together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

**HOW WE ALLOCATE YOUR PAYMENTS**

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

**Payment Due Dates and Keeping Your Account in Good Standing**

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

**MISCELLANEOUS**

"CR" means Credit.

For the complete terms and conditions of your account, consult your Account Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

**Payments**

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

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

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 \_\_\_\_\_

Address 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code & Home Phone \_\_\_\_\_

Area Code & Work Phone \_\_\_\_\_

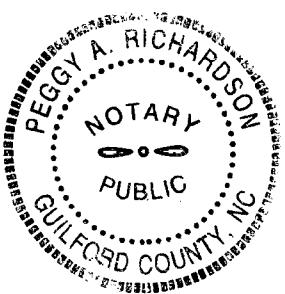
VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is Gary Springer  
(Name)  
Operation Analyst of Bank of America, plaintiff herein, that  
(Title) (Company)  
he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.

Gary Springer  
(Signature)

Peggy A. Richardson  
Commissioner of Pleas, 2012

WWR#6465480



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1685-CD

FIA CARD SERVICES  
vs  
MICHAEL P. MARRARA

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 10/08/2008 HEARING: PAGE: 104636

DEFENDANT: MICHAEL P. MARRARA  
ADDRESS: 36 PINEY LANE  
ROCKTON, PA 15856

591 - 9823

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 9-19-08 - N/H left notice \_\_\_\_\_

SHERIFF'S RETURN

NOW, 9-23-08 AT 2:05 AM PM SERVED THE WITHIN

COMPLAINT ON MICHAEL P. MARRARA, DEFENDANT

BY HANDING TO Sam Marrara 1 Father

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

ADDRESS SERVED 36 Piney Lane Rockton, Pa. 15856

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT FOR MICHAEL P. MARRARA

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF **NOT FOUND** AS TO MICHAEL P. MARRARA

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Neville  
Deputy Signature  
Jerome M. Neville  
Print Deputy Name

**FILED**  
O 8:40 a.m. 6/6  
SEP 25 2008

William A. Shaw  
Prothonotary/Clerk of Courts

60

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104636  
NO: 08-1685-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: FIA CARD SERVICES  
vs.  
DEFENDANT: MICHAEL P. MARRARA

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	8732489	10.00
SHERIFF HAWKINS	WELTMAN	8732489	48.42

S FILED  
10/13/08  
JAN 09 2009  
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  
CIVIL DIVISION

FIA CARD SERVICES

Plaintiff No. 2008-1685-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

MICHAEL P MARRARA

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

James C. Warmbrodt,  
P.A.I.D.# 42524  
Weltman,Weinberg & Reis Co.,L.P.A.  
436 Seventh Avenue, Suite 1400  
Pittsburgh, PA 15219  
(412)434-7955  
Fax: 412-338-7130

WWR#6465480  
Judgment Amount \$ 7062.25

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

S *pd \$20.00 Atty*  
**FILED** *ICC & notice to deft*  
*m/2/2008* *FEB 19 2008* *statement to Atty*  
*LM*

William A. Shaw  
Prothonotary/Clerk of Courts

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

FIA CARD SERVICES

Plaintiff

vs.

Civil Action No. 2008-1685-CD

MICHAEL P MARRARA

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

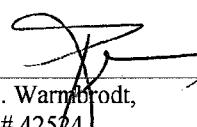
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, MICHAEL P MARRARA above named, in the default of an Answer, in the amount of \$7062.25 computed as follows:

Amount claimed in Complaint	\$7062.25
Interest from 7/16/08 to 2/5/09 at the legal interest rate of 0.00% per annum	\$
<b>TOTAL</b>	<b>\$7062.25</b>

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:   
James C. Warmbrodt,  
P.A.I.D.# 42524  
Weltman, Weinberg & Reis Co., L.P.A.  
436 Seventh Avenue, Suite 1400  
Pittsburgh, PA 15219  
(412)434-7955  
Fax: 412-338-7130

WWR#6465480

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 2718 Koppers Building, 436 7<sup>th</sup> Avenue, Pittsburgh, PA 15219  
And that the last known address of the Defendant is: 36 PINEY LN ROCKTON,PA 15856

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

FIA CARD SERVICES

Plaintiff

vs.

Civil Action No. 2008-1685-CD

MICHAEL P MARRARA

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 Feb. 19, 2009

Assumpsit Judgment in the amount  
of \$7062.25 plus costs.

Trespass Judgment in the amount  
of \$\_\_\_\_\_ plus costs.

If not satisfied within sixty (60)  
days, your motor vehicle operator's license and/or registration  
will be suspended by the Department of Transportation, Bureau  
of Traffic Safety, Harrisburg, PA.

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

Prothonotary

*Walt L. Khan* cm  
By: \_\_\_\_\_  
PROTHONOTARY (OR DEPUTY)

MICHAEL P MARRARA  
36 PINEY LN  
ROCKTON, PA 15856

Plaintiff's address is:

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

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

FIA CARD SERVIC

Plaintiff

Case No. 2008-1685-CD

vs.

MICHAEL P MARRARA

Defendant

**IMPORTANT NOTICE**

TO:

MICHAEL P MARRARA  
36 PINEY LN  
ROCKTON, PA 15856

Date of Notice: 11/26/09

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 OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

COURT ADMINISTRATOR  
CLEARFILED COUNTY COURTHOUSE  
SECOND & MARKET STREETS  
CLEARFIELD, PA. 16830  
(814) 765-2641, EXT 50-51

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

By: Patrick Woodman

Patrick Woodman

P.A.I.D.# 34507

WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 Seventh Avenue, 1400 Koppers Building  
Pittsburgh, PA 15219  
Phone: (412) 434-7955  
6465480 A PIT SMI

Department of Defense Manpower Data Center

FEB-05-2009 07:51:07



Military Status Report  
 Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
MARRARA	MICHAEL		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

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

FIA CARD SERVICES

Case no: 2008-1685-CD

Plaintiff  
vs.

MICHAEL P MARRARA

Defendant

**NON-MILITARY AFFIDAVIT**

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

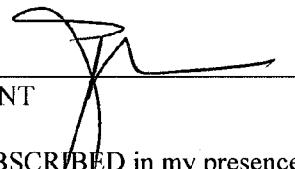
That he/she is the duly authorized agent of the Plaintiff in the within matter.

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.

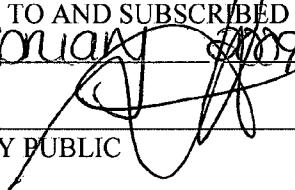
Affiant further states that based upon investigation it is the affiant's belief that the Defendant, MICHAEL P MARRARA is not in the military service.

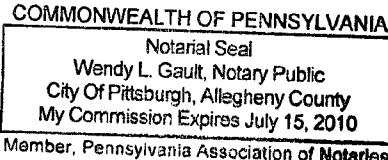
Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, MICHAEL P MARRARA is not in the military service.

Further Affiant sayeth naught.

  
AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 9 day  
of February 2009.

  
NOTARY PUBLIC



This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

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

FIA Card Services  
Plaintiff(s)

No.: 2008-01685-CD

Real Debt: \$7062.25

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Michael P. Marrara  
Defendant(s)

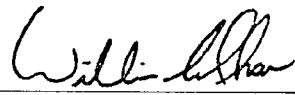
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 19, 2009

Expires: February 19, 2014

Certified from the record this February 19, 2009

  
\_\_\_\_\_  
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