

08-2432-CD

Beneficial Con. Disc vs Joy Carlson al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Beneficial Consumer Discount Company

Plaintiff,

CIVIL DIVISION

Vs.

No. 08-2432-CD

Joy L. Carlson and Ronald L. Carlson Jr.

Defendant(s)

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 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.

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814/765-2641

5
FILED
DEC 22 2008
William A. Shaw
Prothonotary/Clerk of Courts
Att. pd. \$95.00
2 cc Sheriff

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Beneficial Consumer Discount Company,

Plaintiff,

vs.

Joy L. Carlson and Ronald L. Carlson Jr.,

Defendants.

Plaintiff's Address:
2700 Sanders Road
Prospect Heights, IL 60070

Defendants' Address:
624 Treasure Lake
Dubois, PA 15801

CIVIL DIVISION

No.

TYPE OF PLEADING:

Complaint

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

Beneficial Consumer Discount Company

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

BETH ARNOLD HOWELL, ESQ.

PA ID NO. 203606

TERESA K. FUCHS, ESQ.

PA ID NO. 205696

JENNIFER M. PALONIS, ESQ.

PA ID NO. 205703

CHROMULAK & ASSOCIATES, LLC

375 Southpointe Boulevard

4th Floor

Canonsburg, PA 15317

(724) 916-2400

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March 16, 2009 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

 GK
Deputy Commonwealth

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Beneficial Consumer Discount Company,

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Plaintiff,

No.

vs.

Joy L. Carlson and Ronald L. Carlson Jr.,

Defendants.

COMPLAINT

AND NOW COMES, the Plaintiff, Beneficial Consumer Discount Company, by its Attorneys, **Chromulak & Associates, LLC**, with its Civil Action Complaint, the following of which is a statement thereof:

1. Beneficial Consumer Discount Company is a Corporation, duly authorized to conduct business in the Commonwealth of Pennsylvania, with its principal office situated at 2700 Sanders Road, Prospect Heights, IL 60070, hereinafter referred to as "Plaintiff."

2. Joy L. Carlson and Ronald L. Carlson Jr. are adult individuals residing at 624 Treasure Lake, Dubois, PA 15801.

3. On or about **June 21, 2006**, Defendants entered into a written Loan Agreement with the Plaintiff, a copy of which is attached hereto as "Exhibit A" and incorporated herein.

4. Pursuant to the Loan Agreement with Defendants, Plaintiff advanced funds to the Defendants.

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5. Defendants are in default under the terms and conditions of the aforementioned Loan Agreement for failing to make payments when due, with the last payment having been made on or about **July 7, 2008**.

6. Pursuant to the terms of the Loan Agreement, Plaintiff has the right to require payment of the entire amount owed upon default. The total amount due, including principal and interest, and owing by the Defendants is in the sum of **Twelve Thousand Three Hundred Thirty Eight and 41/100 (\$12,338.41) Dollars** as of October 31, 2008.

7. Numerous demands have been made upon Defendants by Plaintiff, but Defendants have failed or refused to pay.

8. Pursuant to the Loan Agreement, Plaintiff is entitled to recover the entire indebtedness, including without limitation, principal, accrued interest, costs of collection and reasonable attorney's fees.

WHEREFORE, Plaintiff claims damages in the sum of **Twelve Thousand Three Hundred Thirty Eight and 41/100 (\$12,338.41) Dollars**, with interest thereon at the rate of 22.98% from **November 1, 2008**, plus court costs and attorney's fees.

Respectfully submitted,

Chromulak & Associates, LLC

By: Beth Arnold Howell

CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

BETH ARNOLD HOWELL, ESQ.

PA ID NO. 203606

TERESA K. FUCHS, ESQ.

PA ID NO. 205696

JENNIFER M. PALONIS, ESQ.

PA ID NO. 205703

Attorneys for Plaintiff
375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317

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PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 1 of 4)

LENDER (called "We", "Us", "Our")

BENEFICIAL CONSUMER DISCOUNT COMPANY
90 BEAVER DRIVE
SUITE 114 C
DUBOIS PA 15801

BORROWERS (called "You", "Your")

CARLSON, JOY L
SS# 9903
CARLSON JR, RONALD L
SS# 0097
624 TREASURE LAKE
DUBOIS PA 15801

LOAN NO: 1975

ON PORTION OF AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	ANNUAL PERCENTAGE RATE	CREDIT LIMIT	DATE OF LOAN
.01 AND OVER	1.915 %	= 22.980 %	\$ 10000	06/21/08
		=	INITIAL ANNUAL FEE	SUBSEQUENT ANNUAL FEE
		=	\$ 50.00	\$ 50.00
		%		

In this Agreement, "you", "your" and "Borrower" mean the customer(s) who signs this Agreement. "We", "us", and "our" refer to Lender. This Agreement covers the terms and conditions of your Personal Credit Line Account. We want you to understand how your Personal Credit Line Account works. Read this carefully, ask us any questions, and if you agree to be bound by this Agreement, sign below. If more than one person signs, each will be responsible for repaying all sums advanced under this Agreement.

Your Credit Line Account is a revolving line of credit extended to you and secured as described below. You can obtain funds from your Personal Credit Line Account (up to your credit limit) directly from us or by using the special checks we supply to you. You may pay your total unpaid balance at any time or in installments.

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan agreement as indicated by the word "YES" below, naming us as Loss Payee:

Physical damage insurance on vehicle listed under "Security" above, if "Y" appears under "Insured."
You may obtain any required insurance

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL P

BILLING ERRORS.

03-01-00
F NRE

*177000278590RLA6000PA0563610**CA

EXHIBIT

"A"

FORMATION REGARDING YOUR RIGHTS TO DISPUTE

ORIGINAL

PA056361

PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 2 of 4)

Available Credit: You may obtain funds directly from us or through your special checks up to your available credit. Each check must be written for at least \$100.00. Your available credit is your credit limit (shown on page one) less the total unpaid balance, including Finance Charges, of your Account. If you make loan payments by check, we will adjust your available credit seven days after we receive your check to allow for check clearing. If you request funds in an amount that would cause you to exceed your available credit, we are not obligated to honor your request. If we do lend you an amount over your available credit, you agree to pay us that excess amount, plus Finance Charges, immediately.

Promise to Pay: You promise to pay Lender: (a) amounts borrowed under this Agreement; (b) Finance Charges, Administrative Charges (the late charge and bad check charge) and other charges provided in this Agreement; (c) credit insurance charges, if any; (d) collection costs permitted by applicable law, including reasonable attorneys' fees; and (e) amounts in excess of your credit limit that we may lend you, plus Finance Charges.

Payments: You may repay your entire outstanding balance at any time without penalty. You may not use your special checks to pay any amounts due under this Agreement. Because the Finance Charge is computed each day, you will contact us regarding the exact payoff amount for the day you intend to make full payment. If you do not pay the entire unpaid balance on your Account at once, you agree to pay at least the minimum payment shown on your monthly statement. Payments will be applied as follows: First, to any accrued but unpaid Finance Charges; Second, to any unpaid Administrative Charges (the late charge and bad check charge); Third, to any unpaid credit insurance charges; and Fourth, to the outstanding balance of your Account. Any part of your monthly payment to be applied to amounts borrowed on your Account will be applied to the amounts borrowed under your Personal Credit Line Account in the order in which the amounts were borrowed. Any part of your monthly payment to be applied to Finance Charges will be applied in the same manner.

Minimum Monthly Payment: The Minimum Monthly Payment for any billing cycle will be the greater of (1) the greater of \$25 or the Payment Amount (as described below) plus any Administrative Charges and credit insurance charges, rounded to the nearest \$1; or (2) the Finance Charges due for the billing cycle plus any Administrative Charges and credit insurance charges; or (3) the amount of the Annual Fee assessed to your Account. In each instance the Minimum Monthly Payment will be adjusted to include any unpaid amounts due from previous billing cycles.

The Payment Amount depends on the monthly periodic rate applicable to your Account, and is calculated as follows:

Monthly Periodic Rate	Payment Amount
through 1.33%	1.43% of Account Balance
over 1.33% through 1.45%	1.55% of Account Balance
over 1.45% through 1.57%	1.67% of Account Balance
over 1.57% through 1.70%	1.80% of Account Balance
over 1.70% through 1.83%	1.93% of Account Balance
over 1.83% through 1.95%	2.00% of Account Balance
over 1.95%	2.15% of Account Balance

Finance Charges: This is the interest charged on the balance of your Account during each billing cycle. The Finance Charge is calculated from the date that each advance, check or charge is posted to your Account. The Finance Charge is computed by multiplying the average daily balance in your Account in each billing cycle times the monthly periodic rate stated on page one. The average daily balance is determined by totaling all daily unpaid balances in each billing cycle and dividing the total by the number of days in that cycle (but not less than thirty). A daily unpaid balance is the amount owed each day, excluding any unpaid Finance Charge, Administrative Charges, and credit insurance charges for prior billing cycles.

Annual Fee: You agree to pay an Annual Fee as stated on page one for participation in this revolving credit plan. The Initial Annual Fee is stated on page one and is due and payable on the date that your Account is established, and the subsequent Annual Fee stated on page one is due and payable on the same day of each subsequent year. You agree that this fee may be charged to your Account balance.

Bad Check Charge: If you pay by a check which is returned for any reason, you agree to pay a bad check charge of \$20.

Late Charge: If you do not pay any required Minimum Monthly Payment within 15 days after it is due, you agree to pay a late charge of 10% of the Minimum Monthly Payment due or \$20, whichever is greater (excluding any unpaid late charges and amounts due from prior billing cycles).

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.



PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 3 of 4)

Other Charges: You agree to pay any amounts actually incurred by Lender for services rendered in connection with the Personal Credit Line Account for fees paid to public officials in connection with perfecting, recording, releasing or satisfying a security interest in the security. You agree that these fees may be charged to your Account balance.

Exchange of Information: You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

Termination and Changes in the Agreement: We can terminate your right to obtain additional advances or change the terms of this Agreement, including increasing the rate of Finance Charge at any time. Prior written notice will be given to you when required by applicable law unless you consent to the change before that time. Changes may apply to both new and outstanding balances unless prohibited by applicable law.

Default and Cancellation of Agreement: We have the right to require you to pay your entire balance plus all other accrued but unpaid charges immediately and/or to cancel your credit privileges under this Agreement because of:

- (a) failure to make any payments in full when due under this Agreement;
- (b) frequent overdrawing of your line of credit;
- (c) failure to supply us with any information requested;
- (d) supplying us with misleading, false, incomplete or incorrect information;
- (e) breaking any of the promises, terms or conditions that are contained in this Agreement;
- (f) the filing of a bankruptcy petition by or against you;
- (g) the death of any borrower who signs this Agreement; or
- (h) the sale or transfer of any interest in the property securing this agreement (this includes the creation of a subordinate lien).

After default, you will pay our court costs, reasonable attorney fees (if attorney is not our salaried employee), and other collection costs related to the default, if not prohibited by applicable law.

Any balance outstanding under this Agreement when the credit limit is terminated will continue to accrue interest at the contract rate until paid in full.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

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

Notify Lender 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 Lender on a separate sheet at the address listed on your bill after the words: "Send your billing error notice to: (Lender's, name and address)." Write to Lender as soon as possible. Lender must hear from you no later than 60 days after Lender sent you the first bill on which the error or problem appeared. You can telephone Lender, but doing so will not preserve your rights.

NOTICE: SEE THE FOLLOWING PAGE FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

03-01-00
F NRE



*177000278590RLA6000PA0563630**CARLSON

ORIGINAL

PA056363

PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 4 of 4)

In your letter, give Lender 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 Lender's Responsibilities After Lender Receives Your Written Notice

Lender must acknowledge your letter within 30 days, unless Lender has corrected the error by then. Within 90 days, Lender must either correct the error or explain why Lender believes the bill was correct.

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

If Lender finds that Lender made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If Lender did not 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, Lender 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 Lender thinks you owe, Lender may report you as delinquent. However, if Lender's explanation does not satisfy you and you write to Lender within ten days telling Lender that you still refuse to pay, Lender must tell anyone Lender reports you to that you have a question about your bill. And, Lender must tell you the name of anyone Lender reported you to. Lender must tell anyone Lender reports you to that the matter has been settled between us when it finally is.

If Lender doesn't follow these rules, Lender can't collect the first \$50 of the questioned amount, even if your bill was correct.

Alternative Dispute Resolution and Other Riders: The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

Applicable Law: The terms and conditions of this Agreement will be governed by the provisions of the Pennsylvania Consumer Discount Company Act, Chapter 7, Sections 6201 through 6221, Purdon's Pennsylvania Statutes Annotated, particularly Section 6217.1.

Before signing this Agreement, you have read and received this Agreement and the Federal Truth-In-Lending disclosures contained in it.

You, the customer(s) signing below, agree to observe the terms and conditions of this Agreement.

This Agreement is entered under the applicable provisions of Federal law and the Pennsylvania Consumer Discount Company Act.

Joy R. Carlson (SEAL)
Customer Signature

Ronald R. Carlson Jr. (SEAL)
Customer Signature

Date: 6-21-06

Date: 6-21-06

Witness: *P. J.* (SEAL)

P. J. (SEAL)

03-01-00
RL F NRE

PA056364



*177000278590RLA6000PA0563640**CARLSON

ORIGINAL

LOAN CLOSING STATEMENT (Page 1 of 1)
REVOLVING LOAN VOUCHER

CREDITOR

BENEFICIAL CONSUMER DISCOUNT COMPANY
90 BEAVER DRIVE
SUITE 114 C
DUBOIS PA 15801

BORROWERS

CARLSON, JOY L
CARLSON JR, RONALD L
624 TREASURE LAKE
DUBOIS PA 15801

LOAN NO: 1975

Borrowers agree to and direct the disbursements and Advance indicated below. If any estimated amount shown below varies from the actual amount paid, Borrowers agree to the disbursement of the actual amount and a corresponding change to the Advance shown below. Borrowers agree that this Advance is made under Borrowers' Revolving Loan Agreement (account number shown above.)

TO: DUBOIS REGIONAL MEDICAL CENTER.....	\$ 486.00
TO: DUBOIS REGIONAL MEDICAL CENTER.....	\$ 120.00
TO: AES DEFAULT COLLECTION.....	\$ 5283.24
TO: DUBOIS REGIONAL MEDICAL CENTER.....	\$ 501.00
Initial Annual Fee.....	\$ 50.00
CASH OR CHECK TO BORROWER.....	\$ 3559.76
TOTAL ADVANCE(S).....	\$ 10000.00

BORROWERS:

Joy L Carlson
Ronald L Carlson Jr.

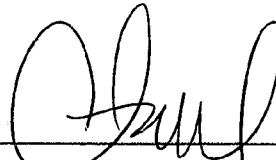


VERIFICATION

Carrie A. Radcliff , Recover Specialist for

BENEFICIAL CONSUMER DISCOUNT COMPANY

Deposes and says subject to the penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities, that the facts set forth in the forgoing Complaint are true and correct to the best of her knowledge, information and belief.



Carrie A. Radcliff

5 FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2432-CD

JAN 29 2009

BENEFICIAL CONSUMER DISCOUNT COMPANY
vs
JOY L. CARLSON and RONALD L. CARLSON, JR.
COMPLAINT

SERVICE # 2 OF 2

0/9:40/1
William A. Shaw
Prothonotary/Clerk of Courts

375-8631

591-7457

Sct 14 B Lot 470
SAN Andres.

SS(R) Turn on Hastings
TURN ON SAN ANDRES.
2ND ON (R)

SERVE BY: 01/21/2009 HEARING: PAGE: 105084

DEFENDANT: RONALD L. CARLSON, JR.
ADDRESS: 624 TREASURE LAKE
DUBOIS, PA 15801
ALTERNATE ADDRESS

Sect 14B
Lot 470
SAN Andres

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 12-29-08 - N/H Phone #. WAS UNAVAILABLE. 1-5-09 - 2:05 PM - N/H no answer on phone

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT ON RONALD L. CARLSON, JR., DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR RONALD L. CARLSON, JR.

AT (ADDRESS) _____

NOW 1-29-09 AT 9:08 (AM) PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO RONALD L. CARLSON, JR.

REASON UNABLE TO LOCATE Defendant not home - never returned phone calls

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Verliub Deputy Signature

Jerome M. Verliub
Print Deputy Name

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David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814/765-2641

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

DEC 22 2008

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

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Respectfully submitted,

Chromulak & Associates, LLC

By: Beth Arnold Howell

CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

BETH ARNOLD HOWELL, ESQ.

PA ID NO. 203606

TERESA K. FUCHS, ESQ.

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Attorneys for Plaintiff
375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317

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SS# 0097
624 TREASURE LAKE
DUBOIS PA 15801

LOAN NO: .

1975

ON PORTION OF AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	ANNUAL PERCENTAGE RATE	CREDIT LIMIT	DATE OF LOAN
.01 AND OVER	1.915 %	= 22.980 %	10000	06/21/08
			INITIAL ANNUAL FEE	SUBSEQUENT ANNUAL FEE
			50.00	50.00

In this Agreement, "you", "your" and "Borrower" mean the customer(s) who signs this Agreement. "We", "us", and "our" refer to Lender. This Agreement covers the terms and conditions of your Personal Credit Line Account. We want you to understand how your Personal Credit Line Account works. Read this carefully, ask us any questions, and if you agree to be bound by this Agreement, sign below. If more than one person signs, each will be responsible for repaying all sums advanced under this Agreement.

Your Credit Line Account is a revolving line of credit extended to you and secured as described below. You can obtain funds from your Personal Credit Line Account (up to your credit limit) directly from us or by using the special checks we supply to you. You may pay your total unpaid balance at any time or in installments.

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan agreement as indicated by the word "YES" below, naming us as Loss Payee:

Physical damage insurance on vehicle listed under "Security" above, if "Y" appears under "Insured."
You may obtain any required insurance

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03-01-00
F NRE

*177000278590RLA6000PA0563610**CA

EXHIBIT

"A"

FORMATION REGARDING YOUR RIGHTS TO DISPUTE



ORIGINAL

PA056361

PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 2 of 4)

Available Credit: You may obtain funds directly from us or through your special checks up to your available credit. Each check must be written for at least \$100.00. Your available credit is your credit limit (shown on page one) less the total unpaid balance, including Finance Charges, of your Account. If you make loan payments by check, we will adjust your available credit seven days after we receive your check to allow for check clearing. If you request funds in an amount that would cause you to exceed your available credit, we are not obligated to honor your request. If we do lend you an amount over your available credit, you agree to pay us that excess amount, plus Finance Charges, immediately.

Promise to Pay: You promise to pay Lender: (a) amounts borrowed under this Agreement; (b) Finance Charges, Administrative Charges (the late charge and bad check charge) and other charges provided in this Agreement; (c) credit insurance charges, if any; (d) collection costs permitted by applicable law, including reasonable attorneys' fees; and (e) amounts in excess of your credit limit that we may lend you, plus Finance Charges.

Payments: You may repay your entire outstanding balance at any time without penalty. You may not use your special checks to pay any amounts due under this Agreement. Because the Finance Charge is computed each day, you will contact us regarding the exact payoff amount for the day you intend to make full payment. If you do not pay the entire unpaid balance on your Account at once, you agree to pay at least the minimum payment shown on your monthly statement. Payments will be applied as follows: First, to any accrued but unpaid Finance Charges; Second, to any unpaid Administrative Charges (the late charge and bad check charge); Third, to any unpaid credit insurance charges; and Fourth, to the outstanding balance of your Account. Any part of your monthly payment to be applied to amounts borrowed on your Account will be applied to the amounts borrowed under your Personal Credit Line Account in the order in which the amounts were borrowed. Any part of your monthly payment to be applied to Finance Charges will be applied in the same manner.

Minimum Monthly Payment: The Minimum Monthly Payment for any billing cycle will be the greater of (1) the greater of \$25 or the Payment Amount (as described below) plus any Administrative Charges and credit insurance charges, rounded to the nearest \$1; or (2) the Finance Charges due for the billing cycle plus any Administrative Charges and credit insurance charges; or (3) the amount of the Annual Fee assessed to your Account. In each instance the Minimum Monthly Payment will be adjusted to include any unpaid amounts due from previous billing cycles.

The Payment Amount depends on the monthly periodic rate applicable to your Account, and is calculated as follows:

Monthly Periodic Rate	Payment Amount
through 1.33%	1.43% of Account Balance
over 1.33% through 1.45%	1.55% of Account Balance
over 1.45% through 1.57%	1.67% of Account Balance
over 1.57% through 1.70%	1.80% of Account Balance
over 1.70% through 1.83%	1.93% of Account Balance
over 1.83% through 1.95%	2.00% of Account Balance
over 1.95%	2.15% of Account Balance

Finance Charges: This is the interest charged on the balance of your Account during each billing cycle. The Finance Charge is calculated from the date that each advance, check or charge is posted to your Account. The Finance Charge is computed by multiplying the average daily balance in your Account in each billing cycle times the monthly periodic rate stated on page one. The average daily balance is determined by totaling all daily unpaid balances in each billing cycle and dividing the total by the number of days in that cycle (but not less than thirty). A daily unpaid balance is the amount owed each day, excluding any unpaid Finance Charge, Administrative Charges, and credit insurance charges for prior billing cycles.

Annual Fee: You agree to pay an Annual Fee as stated on page one for participation in this revolving credit plan. The Initial Annual Fee is stated on page one and is due and payable on the date that your Account is established, and the subsequent Annual Fee stated on page one is due and payable on the same day of each subsequent year. You agree that this fee may be charged to your Account balance.

Bad Check Charge: If you pay by a check which is returned for any reason, you agree to pay a bad check charge of \$20.

Late Charge: If you do not pay any required Minimum Monthly Payment within 15 days after it is due, you agree to pay a late charge of 10% of the Minimum Monthly Payment due or \$20, whichever is greater (excluding any unpaid late charges and amounts due from prior billing cycles).

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.



PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 3 of 4)

Other Charges: You agree to pay any amounts actually incurred by Lender for services rendered in connection with the Personal Credit Line Account for fees paid to public officials in connection with perfecting, recording, releasing or satisfying a security interest in the security. You agree that these fees may be charged to your Account balance.

Exchange of Information: You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

Termination and Changes in the Agreement: We can terminate your right to obtain additional advances or change the terms of this Agreement, including increasing the rate of Finance Charge at any time. Prior written notice will be given to you when required by applicable law unless you consent to the change before that time. Changes may apply to both new and outstanding balances unless prohibited by applicable law.

Default and Cancellation of Agreement: We have the right to require you to pay your entire balance plus all other accrued but unpaid charges immediately and/or to cancel your credit privileges under this Agreement because of:

- (a) failure to make any payments in full when due under this Agreement;
- (b) frequent overdraw of your line of credit;
- (c) failure to supply us with any information requested;
- (d) supplying us with misleading, false, incomplete or incorrect information;
- (e) breaking any of the promises, terms or conditions that are contained in this Agreement;
- (f) the filing of a bankruptcy petition by or against you;
- (g) the death of any borrower who signs this Agreement; or
- (h) the sale or transfer of any interest in the property securing this agreement (this includes the creation of a subordinate lien).

After default, you will pay our court costs, reasonable attorney fees (if attorney is not our salaried employee), and other collection costs related to the default, if not prohibited by applicable law.

Any balance outstanding under this Agreement when the credit limit is terminated will continue to accrue interest at the contract rate until paid in full.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

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

Notify Lender 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 Lender on a separate sheet at the address listed on your bill after the words: "Send your billing error notice to: (Lender's, name and address)." Write to Lender as soon as possible. Lender must hear from you no later than 60 days after Lender sent you the first bill on which the error or problem appeared. You can telephone Lender, but doing so will not preserve your rights.

NOTICE: SEE THE FOLLOWING PAGE FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

03-01-00
FIRE



*177000278590RLA6000PA0563630**CARLSON

ORIGINAL

PA056363

PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 4 of 4)

In your letter, give Lender 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 Lender's Responsibilities After Lender Receives Your Written Notice

Lender must acknowledge your letter within 30 days, unless Lender has corrected the error by then. Within 90 days, Lender must either correct the error or explain why Lender believes the bill was correct.

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

If Lender finds that Lender made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If Lender did not 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, Lender 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 Lender thinks you owe, Lender may report you as delinquent. However, if Lender's explanation does not satisfy you and you write to Lender within ten days telling Lender that you still refuse to pay, Lender must tell anyone Lender reports you to that you have a question about your bill. And, Lender must tell you the name of anyone Lender reported you to. Lender must tell anyone Lender reports you to that the matter has been settled between us when it finally is.

If Lender doesn't follow these rules, Lender can't collect the first \$50 of the questioned amount, even if your bill was correct.


Alternative Dispute Resolution and Other Riders: The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

Applicable Law: The terms and conditions of this Agreement will be governed by the provisions of the Pennsylvania Consumer Discount Company Act, Chapter 7, Sections 6201 through 6221, Purdon's Pennsylvania Statutes Annotated, particularly Section 6217.1.

Before signing this Agreement, you have read and received this Agreement and the Federal Truth-In-Lending disclosures contained in it.

You, the customer(s) signing below, agree to observe the terms and conditions of this Agreement.

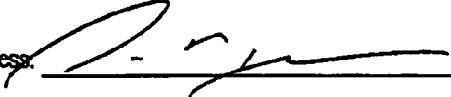
This Agreement is entered under the applicable provisions of Federal law and the Pennsylvania Consumer Discount Company Act.

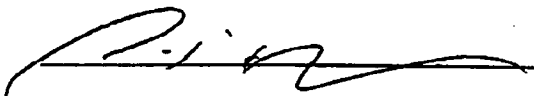
 (SEAL)
Customer Signature

 (SEAL)
Customer Signature

Date: 6-21-06

Date: 6-21-06

Witness:  (SEAL)

 (SEAL)



(Page 1 of 1)

**LOAN CLOSING STATEMENT
REVOLVING LOAN VOUCHER**

CREDITOR

BENEFICIAL CONSUMER DISCOUNT COMPANY
90 BEAVER DRIVE
SUITE 114 C
DUBOIS PA 15801

BORROWERS

CARLSON, JOY L
CARLSON JR, RONALD L
624 TREASURE LAKE
DUBOIS PA 15801

LOAN NO: 1975

Borrowers agree to and direct the disbursements and Advance indicated below. If any estimated amount shown below varies from the actual amount paid, Borrowers agree to the disbursement of the actual amount and a corresponding change to the Advance shown below. Borrowers agree that this Advance is made under Borrowers' Revolving Loan Agreement (account number shown above.)

TO: DUBOIS REGIONAL MEDICAL CENTER.....	\$ 485.00
TO: DUBOIS REGIONAL MEDICAL CENTER.....	\$ 120.00
TO: AES DEFAULT COLLECTION.....	\$ 5283.24
TO: DUBOIS REGIONAL MEDICAL CENTER.....	\$ 501.00
Initial Annual Fee.....	\$ 50.00
CASH OR CHECK TO BORROWER.....	\$ 3559.76
TOTAL ADVANCE(S).....	\$ 10000.00

BORROWERS:

Joy L Carlson
Ronald L Carlson Jr.

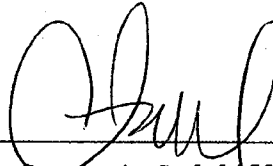


VERIFICATION

Carrie A. Radcliff , Recover Specialist for

BENEFICIAL CONSUMER DISCOUNT COMPANY

Deposes and says subject to the penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities, that the facts set forth in the forgoing Complaint are true and correct to the best of her knowledge, information and belief.



Carrie A. Radcliff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2432-CD

BENEFICIAL CONSUMER DISCOUNT COMPANY
vs
JOY L. CARLSON and RONALD L. CARLSON, JR.
COMPLAINT

SERVICE # 1 OF 2

FILED
JAN 29 2009
6/9/09
William A. Shaw
Prothonotary/Clerk of Courts

SERVE BY: 01/21/2009 HEARING: PAGE: 105084

DEFENDANT: JOY L. CARLSON
ADDRESS: 624 TREASURE LAKE
DUBOIS, PA 15801
ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 12-29-08-N/H _____
1-5-09-N/H _____
no answer on phone **SHERIFF'S RETURN**

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT ON JOY L. CARLSON, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

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

COMPLAINT FOR JOY L. CARLSON

AT (ADDRESS) _____

NOW 1-29-09 AT 9:08 (AM) / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JOY L. CARLSON

REASON UNABLE TO LOCATE Defendant not home never returned phone calls

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Jerome M. Nevlin
Deputy Signature

Jerome M. Nevlin
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Beneficial Consumer Discount Company

Plaintiff,

CIVIL DIVISION

Vs.

No. 08-2432-CD

Joy L. Carlson and Ronald L. Carlson Jr.

Defendant(s)

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 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.**

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814/765-2641

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

DEC 22 2008

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Beneficial Consumer Discount Company,

Plaintiff,

vs.

Joy L. Carlson and Ronald L. Carlson Jr.,

Defendants.

Plaintiff's Address:
2700 Sanders Road
Prospect Heights, IL 60070

Defendants' Address:
624 Treasure Lake
Dubois, PA 15801

CIVIL DIVISION

No.

TYPE OF PLEADING:

Complaint

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

Beneficial Consumer Discount Company

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

BETH ARNOLD HOWELL, ESQ.

PA ID NO. 203606

TERESA K. FUCHS, ESQ.

PA ID NO. 205696

JENNIFER M. PALONIS, ESQ.

PA ID NO. 205703

CHROMULAK & ASSOCIATES, LLC

375 Southpointe Boulevard

4th Floor

Canonsburg, PA 15317

(724) 916-2400

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Beneficial Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No.

vs.

Joy L. Carlson and Ronald L. Carlson Jr.,

Defendants.

COMPLAINT

AND NOW COMES, the Plaintiff, Beneficial Consumer Discount Company, by its Attorneys, **Chromulak & Associates, LLC**, with its Civil Action Complaint, the following of which is a statement thereof:

1. Beneficial Consumer Discount Company is a Corporation, duly authorized to conduct business in the Commonwealth of Pennsylvania, with its principal office situated at 2700 Sanders Road, Prospect Heights, IL 60070, hereinafter referred to as "Plaintiff."

2. Joy L. Carlson and Ronald L. Carlson Jr. are adult individuals residing at 624 Treasure Lake, Dubois, PA 15801.

3. On or about **June 21, 2006**, Defendants entered into a written Loan Agreement with the Plaintiff, a copy of which is attached hereto as "Exhibit A" and incorporated herein.

4. Pursuant to the Loan Agreement with Defendants, Plaintiff advanced funds to the Defendants.

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

5. Defendants are in default under the terms and conditions of the aforementioned Loan Agreement for failing to make payments when due, with the last payment having been made on or about **July 7, 2008**.

6. Pursuant to the terms of the Loan Agreement, Plaintiff has the right to require payment of the entire amount owed upon default. The total amount due, including principal and interest, and owing by the Defendants is in the sum of **Twelve Thousand Three Hundred Thirty Eight and 41/100 (\$12,338.41) Dollars** as of October 31, 2008.

7. Numerous demands have been made upon Defendants by Plaintiff, but Defendants have failed or refused to pay.

8. Pursuant to the Loan Agreement, Plaintiff is entitled to recover the entire indebtedness, including without limitation, principal, accrued interest, costs of collection and reasonable attorney's fees.

WHEREFORE, Plaintiff claims damages in the sum of **Twelve Thousand Three Hundred Thirty Eight and 41/100 (\$12,338.41) Dollars**, with interest thereon at the rate of 22.98% from **November 1, 2008**, plus court costs and attorney's fees.

Respectfully submitted,

Chromulak & Associates, LLC

By: Beth Arnold Howell

CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

BETH ARNOLD HOWELL, ESQ.

PA ID NO. 203606

TERESA K. FUCHS, ESQ.

PA ID NO. 205696

JENNIFER M. PALONIS, ESQ.

PA ID NO. 205703

Attorneys for Plaintiff
375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317

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PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 1 of 4)

LENDER (called "We", "Us", "Our")
BENEFICIAL CONSUMER DISCOUNT COMPANY
90 BEAVER DRIVE
SUITE 114 C
DUBOIS PA 15801

BORROWERS (called "You", "Your")

CARLSON, JOY L
SS# 9903
CARLSON JR, RONALD L
SS# 0097
624 TREASURE LAKE
DUBOIS PA 15801

LOAN NO: .

1975

ON PORTION OF AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	ANNUAL PERCENTAGE RATE	CREDIT LIMIT	DATE OF LOAN
.01 AND OVER	1.915 %	= 22.980 %	10000	06/21/08
			INITIAL ANNUAL FEE	SUBSEQUENT ANNUAL FEE
			50.00	50.00

In this Agreement, "you", "your" and "Borrower" mean the customer(s) who signs this Agreement. "We", "us", and "our" refer to Lender. This Agreement covers the terms and conditions of your Personal Credit Line Account. We want you to understand how your Personal Credit Line Account works. Read this carefully, ask us any questions, and if you agree to be bound by this Agreement, sign below. If more than one person signs, each will be responsible for repaying all sums advanced under this Agreement.

Your Credit Line Account is a revolving line of credit extended to you and secured as described below. You can obtain funds from your Personal Credit Line Account (up to your credit limit) directly from us or by using the special checks we supply to you. You may pay your total unpaid balance at any time or in installments.

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan agreement as indicated by the word "YES" below, naming us as Loss Payee:

Physical damage insurance on vehicle listed under "Security" above, if "Y" appears under "Insured."

You may obtain any required insurance

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL P

BILLING ERRORS.

03-01-00
F NRE



*177000278590RLA6000PA0563610**CA

EXHIBIT

"A"

FORMATION REGARDING YOUR RIGHTS TO DISPUTE



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PA056361

PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 2 of 4)

Available Credit: You may obtain funds directly from us or through your special checks up to your available credit. Each check must be written for at least \$100.00. Your available credit is your credit limit (shown on page one) less the total unpaid balance, including Finance Charges, of your Account. If you make loan payments by check, we will adjust your available credit seven days after we receive your check to allow for check clearing. If you request funds in an amount that would cause you to exceed your available credit, we are not obligated to honor your request. If we do lend you an amount over your available credit, you agree to pay us that excess amount, plus Finance Charges, immediately.

Promise to Pay: You promise to pay Lender: (a) amounts borrowed under this Agreement; (b) Finance Charges, Administrative Charges (the late charge and bad check charge) and other charges provided in this Agreement; (c) credit insurance charges, if any; (d) collection costs permitted by applicable law, including reasonable attorneys' fees; and (e) amounts in excess of your credit limit that we may lend you, plus Finance Charges.

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Exchange of Information: You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

Termination and Changes in the Agreement: We can terminate your right to obtain additional advances or change the terms of this Agreement, including increasing the rate of Finance Charge at any time. Prior written notice will be given to you when required by applicable law unless you consent to the change before that time. Changes may apply to both new and outstanding balances unless prohibited by applicable law.

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- (b) frequent overdraw of your line of credit;
- (c) failure to supply us with any information requested;
- (d) supplying us with misleading, false, incomplete or incorrect information;
- (e) breaking any of the promises, terms or conditions that are contained in this Agreement;
- (f) the filing of a bankruptcy petition by or against you;
- (g) the death of any borrower who signs this Agreement; or
- (h) the sale or transfer of any interest in the property securing this agreement (this includes the creation of a subordinate lien).

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03-01-00
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*177000278590RLA60DDPA0563630**CARLSON

ORIGINAL

PA056363

PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 4 of 4)

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- 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 Lender's Responsibilities After Lender Receives Your Written Notice

Lender must acknowledge your letter within 30 days, unless Lender has corrected the error by then. Within 90 days, Lender must either correct the error or explain why Lender believes the bill was correct.

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

If Lender finds that Lender made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If Lender did not 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, Lender 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 Lender thinks you owe, Lender may report you as delinquent. However, if Lender's explanation does not satisfy you and you write to Lender within ten days telling Lender that you still refuse to pay, Lender must tell anyone Lender reports you to that you have a question about your bill. And, Lender must tell you the name of anyone Lender reported you to. Lender must tell anyone Lender reports you to that the matter has been settled between us when it finally is.

If Lender doesn't follow these rules, Lender can't collect the first \$50 of the questioned amount, even if your bill was correct.

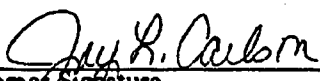
Alternative Dispute Resolution and Other Riders: The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

Applicable Law: The terms and conditions of this Agreement will be governed by the provisions of the Pennsylvania Consumer Discount Company Act, Chapter 7, Sections 6201 through 6221, Purdon's Pennsylvania Statutes Annotated, particularly Section 6217.1.

Before signing this Agreement, you have read and received this Agreement and the Federal Truth-In-Lending disclosures contained in it.

You, the customer(s) signing below, agree to observe the terms and conditions of this Agreement.

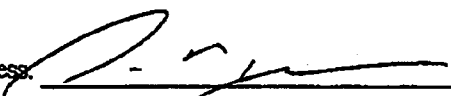
This Agreement is entered under the applicable provisions of Federal law and the Pennsylvania Consumer Discount Company Act.

 (SEAL)
Customer Signature

 (SEAL)
Customer Signature

Date: 6-21-06

Date: 6-21-06

Witness:  (SEAL)

 (SEAL)

(Page 1 of 1)

**LOAN CLOSING STATEMENT
REVOLVING LOAN VOUCHER**

CREDITOR

BENEFICIAL CONSUMER DISCOUNT COMPANY
90 BEAVER DRIVE
SUITE 114 C
DUBOIS PA 15801

BORROWERS

CARLSON, JOY L
CARLSON JR, RONALD L
624 TREASURE LAKE
DUBOIS PA 15801

LOAN NO:

1975

Borrowers agree to and direct the disbursements and Advance indicated below. If any estimated amount shown below varies from the actual amount paid, Borrowers agree to the disbursement of the actual amount and a corresponding change to the Advance shown below. Borrowers agree that this Advance is made under Borrowers' Revolving Loan Agreement (account number shown above.)

TO: DUBOIS REGIONAL MEDICAL CENTER.....	\$ 486.00
TO: DUBOIS REGIONAL MEDICAL CENTER.....	\$ 120.00
TO: AES DEFAULT COLLECTION.....	\$ 5283.24
TO: DUBOIS REGIONAL MEDICAL CENTER.....	\$ 501.00
Initial Annual Fee.....	\$ 50.00
CASH OR CHECK TO BORROWER.....	\$ 3559.76
TOTAL ADVANCE(S).....	\$ 10000.00

BORROWERS:

Joy L Carlson
Ronald L Carlson Jr.

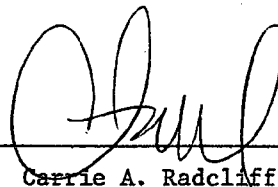


VERIFICATION

Carrie A. Radcliff , Recover Specialist for

BENEFICIAL CONSUMER DISCOUNT COMPANY

Deposes and says subject to the penalties of 18 Pa C.S. Section 4904 relating to unsworn
falsification to authorities, that the facts set forth in the forgoing Complaint are true and
correct to the best of her knowledge, information and belief.



Carrie A. Radcliff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Beneficial Consumer Discount Company,

Plaintiff,

vs.

Joy L. Carlson and Ronald L. Carlson Jr.,

Defendants.

Plaintiff's Address:
2700 Sanders Road
Prospect Heights, IL 60070

Defendants' Address:
624 Treasure Lake
Dubois, PA 15801

CIVIL DIVISION

No. 08-2432-CD

TYPE OF PLEADING:

Praecipe to Reinstate Complaint

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

Beneficial Consumer Discount Company

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

BETH ARNOLD HOWELL, ESQ.

PA ID NO. 203606

TERESA K. FUCHS, ESQ.

PA ID NO. 205696

JENNIFER M. PALONIS, ESQ.

PA ID NO. 205703

CHROMULAK & ASSOCIATES, L.L.C.

375 Southpointe Boulevard

4th Floor

Canonsburg, PA 15317

(724) 916-2400

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

FILED

MAR 16 2009

S

William A. Shaw
Prothonotary/Clerk of Courts

Any pd. 7.00

2 Compl. Reinstated
to Sheriff

611

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Beneficial Consumer Discount Company,

CIVIL DIVISION

Plaintiff,

No. 08-2432-CD

vs.

Joy L. Carlson and Ronald L. Carlson Jr.,

Defendants.

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please reinstate the complaint in the above-captioned action, at 08-2432-CD and mark the docket accordingly.

BY Beth Arnold Howell
CATHY ANN CHROMULAK, ESQ.
BETH ARNOLD HOWELL, ESQ.
TERESA K. FUCHS, ESQ.
JENNIFER M. PALONIS, ESQ.

CHROMULAK & ASSOCIATES, L.L.C.
375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317
(724) 916-2400

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2432-CD

BENEFICIAL CONSUMER DISCOUNT COMPANY

vs

JOY L. CARLSON and RONALD L. CARLSON JR.

COMPLAINT

SERVICE # 1 OF 2

SERVE BY: 04/15/2009 HEARING: PAGE: 105441

DEFENDANT: JOY L. CARLSON
ADDRESS: C/O PROGRESSIVE BUSINESS PUBLICATION,
52 DELAWARE ST., DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS

SHERIFF'S RETURN

NOW, 3-18-09 AT 11:00 AM/PM SERVED THE WITHIN

COMPLAINT ON JOY L. CARLSON, DEFENDANT

BY HANDING TO Joy CARLSON, Defendant

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

ADDRESS SERVED 52 Delaware ST. DuBois, Pa. 15801

NOW AT AM / PM POSTED THE WITHIN

COMPLAINT FOR JOY L. CARLSON

AT (ADDRESS)

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

I MAKE RETURN OF NOT FOUND AS TO JOY L. CARLSON

REASON UNABLE TO LOCATE

SWORN TO BEFORE ME THIS

DAY OF 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Nexine
Deputy Signature

Jerome M. Nexine
Print Deputy Name

157

FILED

MAR 18 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105084
NO: 08-2432-CD
SERVICES 2

COMPLAINT

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: JOY L. CARLSON and RONALD L. CARLSON, JR.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CHROMULAK	4707	20.00
SHERIFF HAWKINS	CHROMULAK	4707	39.90

⁹ FILED
93:362H
MAR 26 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

Plaintiff,

vs.

JOY L. CARLSON AND RONALD L.
CARLSON, JR.,

Defendant.

Plaintiff's Address:
2700 Sanders Road
Prospect Heights, IL 60070

Defendant's Address:
624 TREASURE LAKE
DUBOIS, PA 15801

CIVIL DIVISION

No. 08-2432-CD

TYPE OF PLEADING:

Præcipe For Entry
Of Consent To Judgment

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER DISCOUNT
COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.
PA ID NO. 42067

BETH ARNOLD HOWELL, ESQ.
PA ID NO. 203606

TERESA K. FUCHS, ESQ.
PA ID NO. 205696

JENNIFER M. PALONIS, ESQ.
PA ID NO. 205703

CHROMULAK & ASSOCIATES, L.L.C.

375 Southpointe Boulevard
4th Floor
Canonsburg, PA 15317
(724) 916-2400

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

FILED Any pd. 20.00
3/23/09
APR 20 2009
William A. Shaw
Prothonotary/Clerk of Courts
ICC Notice to Defs.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

Plaintiff,

vs.

JOY L. CARLSON AND RONALD L.
CARLSON, JR.,

Defendant.

CIVIL DIVISION

No. 08-2432-CD

PRAECIPE FOR ENTRY OF CONSENT TO JUDGMENT

TO PROTHONOTARY:

Please enter judgment in favor of Plaintiff, BENEFICIAL CONSUMER DISCOUNT COMPANY and against Defendant, JOY L. CARLSON AND RONALD L. CARLSON, JR., in the amount of Fourteen Thousand Two Hundred Twenty-four and 46/100 (\$14,224.46), with interest thereon at the legal rate of 6% from April 8, 2009, as evidenced by the Consent to Judgment attached hereto as Exhibit A.

Respectfully submitted,
CHROMULAK & ASSOCIATES, L.L.C.

By: Beth Arnold Howell

Cathy Ann Chromulak, Esq.

Beth Arnold Howell, Esq.

Teresa K. Fuchs, Esq.

Jennifer M. Palonis, Esq.

**THIS IS AN ATTEMPT TO
COLLECT A DEBT AND ANY
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

CIVIL DIVISION
No. 08-2432-CD

Vs. Plaintiff,

JOY L. CARLSON AND RONALD L.
CARLSON, JR.

Defendant.

CONSENT TO JUDGMENT

AND NOW, to wit, this 15th day of April, 2009, with the
consent of all parties and their respective counsel, it is agreed as follows:

1. Judgment shall be and is hereby entered against Defendants JOY L. CARLSON AND RONALD L. CARLSON, JR. in the amount of Fourteen Thousand Two Hundred Twenty-four and 46/100 (\$14,224.46) DOLLARS plus interest on the unpaid balance at the rate of 6% per annum commencing on April 8, 2009.
2. Defendants JOY L. CARLSON AND RONALD L. CARLSON, JR. agree to make an initial payment to Plaintiff BENEFICIAL CONSUMER DISCOUNT COMPANY in the amount of \$530.00 DOLLARS on or before April 27, 2009. Thereafter, Defendants Joy L. Carlson and Ronald L. Carlson, Jr. agree to make monthly payments of \$365.00 on or before the 27th day of each month until the entire debt owing Plaintiff is paid in full. The first \$365.00 payment shall be due on or before May 27, 2009.
3. Payments shall be sent to Plaintiff BENEFICIAL CONSUMER DISCOUNT COMPANY in care of Chromulak & Associates, L.L.C., 375 Southpointe Boulevard, 4th Floor, Canonsburg, PA 15317, or any other address Plaintiff BENEFICIAL CONSUMER DISCOUNT COMPANY may later designate.
4. Defendants JOY L. CARLSON AND RONALD L. CARLSON, JR. have induced Plaintiff BENEFICIAL CONSUMER DISCOUNT COMPANY, and Plaintiff BENEFICIAL CONSUMER DISCOUNT COMPANY agrees to forbear in the enforcement of its rights against him/her so long as Defendants JOY L. CARLSON AND RONALD L. CARLSON, JR. make timely payment. If Defendants JOY L. CARLSON AND RONALD L. CARLSON, JR. fail to make timely payment, then Plaintiff BENEFICIAL CONSUMER DISCOUNT COMPANY may institute or take all steps necessary, appropriate or helpful to collect the judgment, represented hereby, together with the Plaintiff's costs of collection and attorneys fees therefore.

AND NOW, on the date written above, the parties set forth their hands and seals as follows:

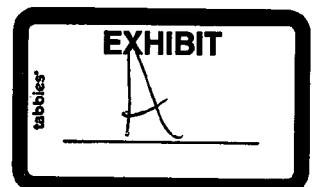
Joy L. Carlson
JOY L. CARLSON

Ronald L. Carlson, Jr.
RONALD L. CARLSON, JR.

Beth Arnold Howell

Cathy Ann Chromulak
Beth Arnold Howell
Teresa K. Fuchs
Jennifer M. Palonis
Attorneys for Plaintiff

**THIS IS AN ATTEMPT TO
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

CIVIL DIVISION

Plaintiff,

vs.

No. 08-2432-CD

JOY L. CARLSON AND RONALD L.
CARLSON, JR.,

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

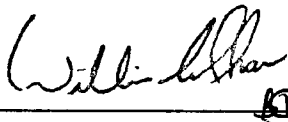
TO: RONALD L. CARLSON, JR.
624 TREASURE LAKE
DUBOIS, PA 15801

(X) Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the above-captioned proceeding on April 20, 2009.

() A copy of the Order or Decree is enclosed, or

(X) The judgment is as follows: Fourteen Thousand Two Hundred Twenty-four and 46/100 (\$14,224.46), plus interest at the legal rate of 6% per annum and additional costs of suit.


Deputy

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COPY

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

CIVIL DIVISION

Plaintiff,

vs.

No. 08-2432-CD

JOY L. CARLSON AND RONALD L.
CARLSON, JR.,

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

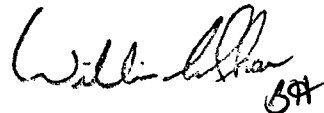
TO: JOY L. CARLSON
624 TREASURE LAKE
DUBOIS, PA 15801

(X) Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the above-captioned proceeding on April 20, 2009.

() A copy of the Order or Decree is enclosed, or

(X) The judgment is as follows: Fourteen Thousand Two Hundred Twenty-four and 46/100 (\$14,224.46), plus interest at the legal rate of 6% per annum and additional costs of suit.



Deputy

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CERTIFICATE OF SERVICE

I, counsel for Plaintiff, BENEFICIAL CONSUMER DISCOUNT COMPANY, hereby certify that a true and correct copy of the foregoing PRAECIPE FOR ENTRY OF CONSENT TO JUDGMENT was served upon the following by United States First Class Mail, postage prepaid on this 17TH day of APRIL 2009:

JOY L. CARLSON
RONALD L. CARLSON, JR.
624 TREASURE LAKE
DUBOIS, PA 15801

Beth Arnold Howell

Cathy Ann Chromulak, Esq.

Beth Arnold Howell, Esq.

Teresa K. Fuchs, Esq.

Jennifer M. Palonis, Esq.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105441
NO: 08-2432-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: JOY L. CARLSON and RONALD L. CARLSON JR.

SHERIFF RETURN

NOW, March 17, 2009, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON RONALD L. CARLSON JR..

NOW, March 23, 2009 AT 5:09 PM SERVED THE WITHIN COMPLAINT ON RONALD L. CARLSON JR., DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

^s FILED
013:09lm
MAY 15 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105441
NO: 08-2432-CD
SERVICES 2

COMPLAINT

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY
vs.
DEFENDANT: JOY L. CARLSON and RONALD L. CARLSON JR.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CHROMULAK	6271	20.00
SHERIFF HAWKINS	CHROMULAK	6271	41.90
JEFFERSON CO.	CHROMULAK	6270	77.20

Sworn to Before Me This

_____ Day of _____ 2009

So Answers,



Chester A. Hawkins
Sheriff

No. 08-2432 C.D.

Personally appeared before me, Dean Smith, Deputy for Carl J. Gotwald, Sr., Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on March 23, 2009 at 5:09 o'clock P.M. served the Notice and Complaint upon RONALD L. CARLSON, JR., Defendant, at his place of employment located at 40 South Park Street, Borough of Sykesville, County of Jefferson, State of Pennsylvania, by handing to the defendant personally, a true copy of the Notice and Complaint and by making known to him the contents thereof.

Advance Costs Received:	\$125.00	
My Costs:	75.20	Paid
Prothy:	2.00	
Total Costs:	77.20	
REFUNDED:	\$ 47.80	

So Answers,

Sworn and subscribed

to before me this 27th

day of March 2009

By Kristen J. Hoffmann
DEPUTY CLERK OF COURTS

My Commission Expires the
1st Monday, January 2010

Dean Smith Deputy

Carl J. Gotwald Sr Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

FILED

MAY 15 2009

William A. Shaw
Prothonotary/Clerk of Courts

Shaw & Shaw
P.A.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

vs.

JOY L. CARLSON
and RONALD L. CARLSON JR.,
Defendants,

and

TIMBERLAND FCU,
Garnishee.

Plaintiff's Address:
2700 Sanders Road
Prospect Heights, IL 60070

Defendants' Address:
624 TREASURE LAKE
DUBOIS, PA 15801

Garnishee's Address:
710 RIDER RD.
CLEARFIELD, PA 16830

Date: SEPTEMBER 27, 2010

CIVIL DIVISION

No. 08-2432-CD

TYPE OF PLEADING:

PRAECIPE FOR A WRIT OF
EXECUTION

FILED ON BEHALF OF:

BENEFICIAL CONSUMER
DISCOUNT COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

BETH ARNOLD HOWELL, ESQ.

PA ID NO. 203606

TERESA K. FUCHS, ESQ.

PA ID NO. 205696

JENNIFER M. PALONIS, ESQ.

PA ID NO. 205703

CHROMULAK & ASSOCIATES, L.L.C.

401 Technology Drive
Suite 202
Canonsburg, PA 15317
(724) 916-2400

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

S FILED
m/10:2280
SEP 30 2010
William A. Shaw
Notary/Clerk of Courts
Att. pd. 20.00
ICC #6 writs
to Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

vs.

JOY L. CARLSON
and RONALD L. CARLSON JR.,
Defendants,

and

TIMBERLAND FCU,
Garnishee.

CIVIL DIVISION

No. 08-2432-CD

PRAECIPE FOR WRIT OF EXECUTION

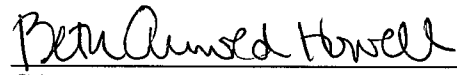
TO: The Prothonotary

Please issue a Writ of Execution in the above matter,

1. directed to the Sheriff of CLEARFIELD County;
2. against JOY L. CARLSON, defendant, and
3. against RONALD L. CARLSON JR., defendant, and
4. against TIMBERLAND FCU, garnishee,
5. and index this writ
 - a. against JOY L. CARLSON, defendant, and
 - b. against RONALD L. CARLSON JR., defendant, and
 - c. against TIMBERLAND FCU, garnishee, and any property of the defendant in the name of Garnishee:

Said Writ of Execution is pursuant to all monies due defendants in any accounts, individual and joint, personal and business.

6.	Amount of Judgment	\$14,224.46	148.00 Prothonotary costs
	Additional Interest to Date	\$ 326.94	
	(Costs to be added)	\$ _____	
	Less	\$ 5,225.00	
	Pursuant to Writ of Execution	\$ 9,326.40	
	And Service of Writ		


CATHY ANN CHROMULAK, ESQ.
BETH ARNOLD HOWELL, ESQ.
TERESA K. FUCHS, ESQ.
JENNIFER M. PALONIS, ESQ.

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

FILED

SEP 30 2010

William A. Shaw
Prothonotary/Clerk of Courts

6:00 PM

1.1

2-0

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

vs.

No. 08-2432-CD

COPY

JOY L. CARLSON AND
RONALD L. CARLSON JR.,
Defendant.

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD, COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs against defendant(s) JOY L. CARLSON and RONALD L. CARLSON JR.;

(1) ~~You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;~~

(2) You are also directed to attach the property of the defendant not levied upon in the possession of TIMBERLAND FCU as Garnishee(s) per the following property description:

SAID WRIT OF EXECUTION IS PURSUANT TO ALL MONIES DUE DEFENDANT IN ANY ACCOUNTS, INDIVIDUAL, AND JOINT, PERSONAL AND BUSINESS.

and to notify the Garnishee(s) that

(a) an attachment has been issued;

(b) the garnishee(s) is/are enjoined from paying out any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

(3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify them that they have been added as a garnishee and are enjoined as above stated.

COSTS:

Amount Due: \$ 14,224.46

Prothonotary costs

Less \$ 5,225.00

Prothonotary: \$ 142.00

Interest From: \$ 326.94

Sheriff: \$

TOTAL \$ 9,326.40

Plus costs as per endorsement hereon.

Prothonotary SEAL

Agent/Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 107679

2 of 2

BENEFICIAL CONSUMER DISCOUNT COMPANY

NO. 08-2432-CD

-VS-

JOY L. CARLSON & RONALD L. CARLSON JR.

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE


TO: TIMBERLAND FCU, Garnishees

SHERIFF'S RETURN

NOW OCTOBER 22, 2010 MAILED THE WITHIN:
PRAECIPE & WRIT
TO JOY L. CARLSON, DEFENDANT
AT: 624 TREASURE LAKE, DUBOIS, PA. 15801
IN THE S.A.S.E.

FILED

92.40m
OCT 22 2010

William A. Shaw 
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 107679

3 of 3

BENEFICIAL CONSUMER DISCOUNT COMPANY

NO. 08-2432-CD

-vs-

JOY L. CARLSON & RONALD L. CARLSON JR.

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

TO: TIMBERLAND FCU, Garnishees

SHERIFF'S RETURN

NOW OCTOBER 22, 2010 MAILED THE WITHIN:
PRAECIPE & WRIT
TO RONALD L. CARLSON, JR., DEFENDANT
AT: 624 TREASURE LAKE, DUBOIS, PA. 15801
IN THE S.A.S.E.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 107679
NO: 08-2432-CD
SERVICES 3

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: JOY L. CARLSON and RONALD L. CARLSON JR.

TO: TIMBERLAND FCU, Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CHROMULAK	13897	30.00
SHERIFF HAWKINS	CHROMULAK	13897	36.00

Sworn to Before Me This

_____ Day of _____ 2010

So Answers,



Chester A. Hawkins
Sheriff

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

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

vs.

JOY L. CARLSON
and RONALD L. CARLSON JR.,
Defendants,

and

TIMBERLAND FCU,
Garnishee.

Plaintiff's Address:
2700 Sanders Road
Prospect Heights, IL 60070

CIVIL DIVISION

No. 08-2432-CD

TYPE OF PLEADING:

Claim for Exemption

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER
DISCOUNT COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

BETH ARNOLD HOWELL, ESQ.

PA ID NO. 203606

TERESA K. FUCHS, ESQ.

PA ID NO. 205696

JENNIFER M. PALONIS, ESQ.

PA ID NO. 205703

CHROMULAK & ASSOCIATES, L.L.C.

401 Technology Drive

Suite 202

Canonsburg, PA 15317

(724) 916-2400

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

CIVIL DIVISION

Plaintiff,

No. 08-2432-CD

Vs.

JOY L. CARLSON
and RONALD L. CARLSON JR.,
Defendants,

and

TIMBERLAND FCU,
Garnishee.

**WRIT OF EXECUTION
NOTICE**

This paper is a "Writ of Execution". It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken and sold by the Sheriff to satisfy your debts. SUCH PROPERTY IS SAID TO BE EXEMPT. No matter what you owe, there is a DEBTOR'S EXEMPTION established by law. This means that no matter what happens, the Sheriff must give you from the sale at least \$300.00 in cash or property. There are also other exemptions that may be applicable to you. Listed below is a summary of some of the major exemptions that may be applicable to you. If you have an exemption, you should do the following promptly:

1. Complete the claim form attached hereto, and demand a prompt hearing.
2. Deliver the form or mail it to the Sheriff's office at the address noted.

You should come to Court when and where you are told to appear ready to explain your exemption. **IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.**

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.

CLEARFIELD COUNTY LAWYER REFERRAL
DAVID S. MEHOLIK-COURT ADMIN.
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830

✓

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 exemption set by law.
2. All wearing apparel used by yourself and all family members.
3. Bibles, school books, sewing machines, uniforms and equipment.
4. Tools of your trade, such as carpenter's tools.
5. Most wages and unemployment benefits.
6. Social Security benefits, certain retirement funds and accounts.
7. Certain Veteran and armed forces benefits.
8. Certain insurance proceeds.
9. Such other exemptions as may be provided by law.

CLAIM FOR EXEMPTION

TO THE SHERIFF:

We, the above-named Defendant(s), claim exemption of property from levy or attachment:

1. FROM MY PERSONAL PROPERTY IN MY POSSESSION WHICH HAS BEEN LEVIED UPON:

a. I desire that my statutory \$300.00 exemption be:

[] (1) set aside of kind (specify property to be set aside in kind):

[] (2) paid in cash following the sale of the property levied upon;

OR

b. I claim the following exemption: (specify property and basis or exemption):

2. FROM MY PROPERTY WHICH IS IN THE POSSESSION OF A THIRD PARTY, I CLAIM THE FOLLOWING EXEMPTIONS:

a. My \$300.00 STATUTORY EXEMPTION: [] in cash [] in kind
(specify property):

b. Social Security benefits on deposit in the amount of
\$ _____;

c. Other (specify amount and basis for exemption):

I request a prompt Court Hearing to determine the exemption. Notice of the Hearing should be given me at the following:

(Address)

(Telephone Number)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA.C.S. § 4904 relating to unsworn falsification to authorities.

Date: _____

Defendant: _____

Date: _____

Defendant: _____

THIS CLAIM TO BE FILED WITH:

CLEARFIELD COUNTY SHERIFF'S OFFICE
1 NORTH 2ND ST., STE. 116
CLEARFIELD, PA 16830
814-765-2641 EXT. 5986

Note: Under paragraphs (1) and (2) of the Writ, a description of specific property to be levied upon or attached may be set forth in the Writ or included in separate direction to the Sheriff.

Under paragraph (2) of the Writ, if attachment of a named Garnishee is desired, his name should be set forth in the space provided.

Under paragraph (3) of the Writ, the Sheriff may, as under prior practice, add as a Garnishee any person not named in this Writ who may be found in possession of property of the Defendant(s). See Rule 3111(a). For limitations on the power to attach tangible personal property, see Rule 3108(a). (b) Each Court shall, by local rule, designate the officer organization or person to be named in the notice.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

CIVIL DIVISION

No. 08-2432-CD

vs.

JOY L. CARLSON
XXX-XX-9903
and RONALD L. CARLSON JR.
XXX-XX-0097

624 TREASURE LAKE
DUBOIS, PA 15801

Defendants,

and

TIMBERLAND FCU

Garnishee.

TO: TIMBERLAND FCU
710 RIDER RD.
CLEARFIELD, PA 16830

You are required to file Answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in Judgment against you.

INTERROGATORIES TO GARNISHEE

FIRST: At the time you were served or at any subsequent time did you owe the Defendant any money or were you liable to them on any negotiable or other written instrument, or did they claim that you owed them any money or that you were liable to them for any reason:

RESPONSE:

SECOND: If your response to the previous interrogatory was anything other than an unqualified negative, set forth the amount of the claim, and identify the written instrument, if any, that forms the basis of the claim.

RESPONSE:

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THIRD: At the time you were served or at any subsequent time, was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more persons any property of any nature owned solely or in part by the Defendants? The scope of this interrogatory encompasses, but is not restricted to, the contents of any bank account(s).

RESPONSE:

FOURTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount.

RESPONSE:

FIFTH: At the time you were served or at any subsequent time, did you hold legal title to any property of any nature owned solely or in part by the Defendants (or in which Defendants) held or claimed any interest.

RESPONSE:

SIXTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount.

RESPONSE:

SEVENTH: At the time you were served or at any subsequent time, did you hold as a fiduciary any property in which the Defendants had any interest?

RESPONSE:

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EIGHTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, and in the case of monetary assets, state the amount.

RESPONSE:

NINTH: At any time before or after you were served, did the Defendants transfer or deliver any property to you or to any person or place pursuant to your direction or consent and, if so, what was the consideration therefore?

RESPONSE:

TENTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, in the case of monetary assets, state the amount, and state the date of the transfer and the name and address of the transferee(s).

RESPONSE:

ELEVENTH: At any time after you were served, did you pay, transfer or deliver any money or property of the Defendants or to any person or place pursuant to their direction or otherwise discharge any claim of the Defendants against you?

RESPONSE:

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TWELFTH: If your response to the previous interrogatory was anything other than an unqualified negative, identify the property, in the case of monetary assets, state the amount, and state the date of transfer and the name and address of the transferee(s).

RESPONSE:

THIRTEENTH: If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption and the entity electronically depositing those funds on a recurring basis.

RESPONSE:

FOURTEENTH: If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 PaC.S. Section 8123? If so, identify each account.

RESPONSE:

Respectfully submitted,
CHROMULAK & ASSOCIATES, L.L.C.

DATE: September 27, 2010

By: Beth Arnold Howell
Cathy Ann Chromulak, Esq.
Beth Arnold Howell, Esq.
Teresa K. Fuchs, Esq.
Jennifer M. Palonis, Esq.
401 Technology Drive
Suite 202
Canonsburg, PA 15317
(724) 916-2400

**THIS IS AN ATTEMPT TO
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INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

No. 08-2432-CD

vs.

JOY L. CARLSON AND
RONALD L. CARLSON JR.,
Defendant.

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD, COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs against defendant(s) JOY L. CARLSON and RONALD L. CARLSON JR.;

(1) ~~You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;~~

(2) You are also directed to attach the property of the defendant not levied upon in the possession of TIMBERLAND FCU as Garnishee(s) per the following property description:

SAID WRIT OF EXECUTION IS PURSUANT TO ALL MONIES DUE DEFENDANT IN ANY ACCOUNTS, INDIVIDUAL, AND JOINT, PERSONAL AND BUSINESS.

and to notify the Garnishee(s) that

(a) an attachment has been issued;

(b) the garnishee(s) is/are enjoined from paying out any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

(3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify them that they have been added as a garnishee and are enjoined as above stated.

COSTS:

Amount Due: \$ 14,224.46

Prothonotary costs

Less \$ 5,225.00

Prothonotary: \$ 142.00

Interest From: \$ 326.94

Sheriff: \$

TOTAL \$ 9,326.40

Plus costs as per endorsement hereon.

Received this writ this 20 day
of September A.D. 2010
At 1:30 A.M./P.M.

Christopher A. Haulias
Sheriff
Liz Mundy Harris

Prothonotary SEAL

William A. Haulias
Agent/Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

No. 08-2432-CD

vs.

JOY L. CARLSON AND
RONALD L. CARLSON JR.,
Defendant.

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD, COUNTY, PENNSYLVANIA

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COSTS:

Amount Due: \$ 14,224.46

Prothonotary costs

Less \$ 5,225.00

Prothonotary: \$ 142.00

Interest From: \$ 326.94

Sheriff: \$

TOTAL \$ 9,326.40

Plus costs as per endorsement hereon.

Received this writ this 30 day
of September A.D. 2010
At 1:30 A.M./P.M.

Chester A. Hawkins
Sheriff
by Mary Hamer

Prothonotary SEAL

Will [Signature]
Agent/Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

No. 08-2432-CD

vs.

JOY L. CARLSON AND
RONALD L. CARLSON JR.,
Defendant.

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD, COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs against defendant(s) JOY L. CARLSON and RONALD L. CARLSON JR.;

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and to notify the Garnishee(s) that

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COSTS:

Amount Due: \$ 14,224.46

Prothonotary costs

Less \$ 5,225.00

Prothonotary: \$ 142.00

Interest From: \$ 326.94

Sheriff: \$

TOTAL \$ 9,326.40

Plus costs as per endorsement hereon.

Received this writ this 30 day
of September A.D. 2010
At 11:30 A.M./P.M.

Christen A. Hawkins
Sheriff
Joy Maryl Homr

Prothonotary SEAL

Will [Signature]
Agent/Deputy

FILED

OCT 22 2010

William A. Shaw
Prothonotary/Clerk of Courts

To Deputy 10/14/10

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2432-CD

BENEFICIAL CONSUMER DISCOUNT COMPANY

vs

SERVICE # 1 OF 3

JOY L. CARLSON and RONALD L. CARLSON JR.

TO: TIMBERLAND FCU, Garnishee

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 12/28/2010

HEARING:

PAGE: 107679

DEFENDANT:

TIMBERLAND FCU, Garnishee

ADDRESS:

8764 CLEARFIELD CURWENSVILLE HWY.

CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 10-18-10 AT 245 AM (PM) **SERVED** THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE ON TIMBERLAND FCU, Garnishee DEFENDANT

BY HANDING TO Taylor Kutch, teller

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

ADDRESS SERVED 8764 CLFD CURWENSVILLE Hwy

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

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE FOR TIMBERLAND FCU, Garnishee

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO TIMBERLAND FCU, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2010

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

George F. DeLoren
Deputy Signature
GEORGE F. DeLoren
Print Deputy Name

FILED

OCT 18 2010

**William A. Shaw
Prothonotary/Clerk of Courts**



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

vs.

JOY L. CARLSON
and RONALD L. CARLSON JR.,
Defendant(s),
and

TIMBERLAND FCU,
Garnishee.

Plaintiff's Address:
2700 Sanders Road
Prospect Heights, IL 60070

Defendant's Address:
624 TREASURE LAKE
DUBOIS, PA 15801

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

CIVIL DIVISION:

No. 08-2432-CD

TYPE OF PLEADING:

Praecipe to Settle and Discontinue
Against Garnishee ONLY

TYPE OF CASE:

Civil Action

FILED ON BEHALF OF:

BENEFICIAL CONSUMER
DISCOUNT COMPANY

COUNSEL OF RECORD:

CATHY ANN CHROMULAK, ESQ.

PA ID NO. 42067

BETH ARNOLD HOWELL, ESQ.

PA ID NO. 203606

TERESA K. FUCHS, ESQ.

PA ID NO. 205696

JENNIFER M. PALONIS, ESQ.

PA ID NO. 205703

CHROMULAK & ASSOCIATES, L.L.C.

401 Technology Drive

Suite 202

Canonsburg, PA 15317

(724) 916-2400

5
FILED
m/j/23/01
OCT 23 2010
William A. Shaw
Prothonotary/Clerk of Courts
No CC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BENEFICIAL CONSUMER
DISCOUNT COMPANY,

Plaintiff,

vs.

JOY L. CARLSON
and RONALD L. CARLSON JR.,
Defendant(s),
and

TIMBERLAND FCU,
Garnishee.

CIVIL DIVISION:

No. 08-2432-CD

PRAECIPE TO SETTLE AND DISCONTINUE AGAINST GARNISHEE ONLY

TO THE PROTHONOTARY:

Please settle and discontinue this action against the above garnishee, TIMBERLAND
FCU, and mark the docket accordingly.

Respectfully submitted,

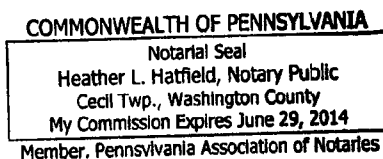
CHROMULAK & ASSOCIATES, L.L.C.

By: Jennifer Palonis
CATHY ANN CHROMULAK, ESQ.
BETH ARNOLD HOWELL, ESQ.
TERESA K. FUCHS, ESQ.
JENNIFER M. PALONIS, ESQ.

Attorneys for Plaintiff
401 Technology Drive
Suite 202
Canonsburg, PA 15317

Sworn to and subscribed
Before me this 27th day
of October, 2010.

Heather L. Hatfield
Notary Public



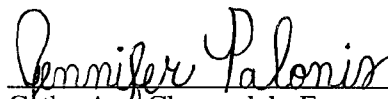
THIS IS AN ATTEMPT TO
COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.

CERTIFICATE OF SERVICE

I, counsel for BENEFICIAL CONSUMER DISCOUNT COMPANY, hereby certify that a true and correct copy of the foregoing Praecept to Settle and Discontinue Against Garnishee Only was served upon the following by First Class Mail, postage prepaid on this 27TH day of OCTOBER, 2010.

TIMBERLAND FCU
710 RIDER RD.
CLEARFIELD, PA 16830

JOY L. CARLSON
RONALD L. CARLSON JR.
624 TREASURE LAKE
DUBOIS, PA 15801



Cathy Ann Chromulak, Esq.
Beth Arnold Howell, Esq.
Teresa K. Fuchs, Esq.
Jennifer M. Palonis, Esq.

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