

William R. Caroselli, Esquire (No. 452)
David S. Senoff, Esquire (No. 65278)
Lauren C. Fantini, Esquire (No. 93862)
CAROSELLI BEACHLER MCTIERNAN
& CONBOY
1845 Walnut Street, Fifteenth Floor
Philadelphia, PA 19103
215-609-1350
wcaroselli@cbmclaw.com
dsenoff@cbmclaw.com
lfantini@cbmclaw.com

Attorneys for Plaintiffs

Michael J. Cefalo, Esquire (No. 16061)
CEFALO and ASSOCIATES
309 Wyoming Ave
West Pittston, PA 18643
570-655-5555
mcefalo@cefaloandassociates.com

**IN THE COURT OF COMMON PLEAS OF LUZERNE COUNTY, PENNSYLVANIA
CIVIL DIVISION**

NIGEL KING
523 51ST STREET, APT 1A
BROOKLYN, NY 11220

AND

BRANDON LEWIS
180 LEWIS AVE
TRUCKSVILLE, PA 18708

AND

TAYLOR TRISCHETTA
503 W. TAYLOR STREET
TAYLOR, PA 18517

AND

ERIC LEWIS
180 LEWIS AVE
TRUCKSVILLE, PA 18708

PLAINTIFFS

FILE NO.

2014-8688

CIVIL ACTION- CLASS ACTION

JURY TRIAL DEMANDED

FILED
PROTHONOTARY
LUZERNE COUNTY
2014 JUL 24 PM 1:15

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


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

LEGAL SERVICES OF NORTHEASTERN PENNSYLVANIA, INC.
410 Bicentennial Building, 15 Public Square
Wilkes-Barre, Pennsylvania 18701
(570) 825-8567

NORTH PENN LEGAL SERVICES, INC.
Hazleton Center
2 East Broad Street, Suite 210
Hazleton, Pennsylvania 18201
(570) 455-9512

LAW OFFICE OF CEFALO & ASSOCIATES

BY:


MICHAEL L. CEFALO, ESQUIRE

ID No. 16061

Defendants”); JPMorgan Chase & Co., and JPMorgan Chase Bank, N.A. (hereinafter “Chase Defendants”) and aver as follows:

INTRODUCTION AND SUMMARY OF ALLEGATIONS

1. Plaintiffs are current and former hourly employees of 16 separate McDonald’s Restaurant locations across Pennsylvania which were owned and operated by the Mueller Defendants. Plaintiffs seek relief for the improper and unlawful conduct in connection with the method of wage payment used by the Mueller Defendants with the active participation and assistance of the Chase Defendants.

2. Specifically, from November 2010 until July 2013 the sole and mandated method of wage payment by the Mueller Defendants for their hourly employees was via a Chase Payment Card. As a result of this practice, the hourly employees neither were provided with paper paychecks or direct deposit of their wages nor given an option as to how to receive their wages.

3. Equally improper, the receipt of wages via the Chase Payment Card was an undisclosed condition of employment. Once the hourly employees received their Chase Payment Cards, which held their wages, they went to a banking institution to attempt to obtain their earned wages in cash from the Chase Payment Card. However, there were numerous fees imposed by the Chase Defendants and various other banks for the withdrawal of cash from the Chase Payment Cards. As a result, the hourly employees did not receive and never received their full wages from the Chase Payment Cards.

4. Finally, the conduct at issue is even more egregious because numerous hourly employees were minors at the time they signed the applications for the Chase Payment Cards. Despite this fact, the Chase Defendants improperly treated these applications, or contracts, as

valid and enforceable and thereafter unilaterally, deceptively and unfairly imposed the related and significant fees on the minor hourly employees. Plaintiffs disaffirm all such contracts and seek to recover all fees and charges improperly received by the Chase Defendants.

5. In engaging in this conduct, all defendants violated applicable law. Specifically, by requiring the hourly employees to receive their wages via a Chase Payment Card, which is not the equivalent of cash, the Mueller Defendants deceived the plaintiffs in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law and other Pennsylvania state law. In addition, the Chase Defendants also violated Pennsylvania state law and the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”) by enforcing contracts with the minor hourly employees, without the approval or acceptance of the contract by the minor’s parent and/or guardian. The present class action complaint seeks judicial relief on behalf of all plaintiff hourly employees to remedy this conduct.

JURISDICTION AND VENUE

1. This action has been commenced within the original subject matter jurisdiction of the Court of Common Pleas pursuant to 42 P.S. § 931.

2. The Mueller Defendants regularly and systematically conduct business within the Commonwealth of Pennsylvania, specifically the County of Luzerne, and therefore jurisdiction is properly exercised over the Mueller Defendants.

3. The Chase Defendants have agents, transact business and/or are found within the Commonwealth of Pennsylvania, specifically Luzerne County, and therefore jurisdiction is properly exercised over the Chase Defendants.

4. Venue is proper in this Court pursuant to Pa. R. Civ. P. 1006 as it is a county in which the Mueller Defendants and the Chase Defendants regularly and systematically conduct business and a county in which a substantial part of the events giving rise to the claims occurred.

THE PARTIES

5. Plaintiff Nigel King is an adult individual who resides 523 51st Street, Apt #1A, Brooklyn, NY 11220.

6. Plaintiff Nigel King's date of birth is March 14, 1993.

7. Plaintiff King was an adult at the time he signed the Chase Payroll Card Application

8. Plaintiff King worked at the South Side McDonald's location beginning in April 2012 and is no longer employed by the Mueller Defendants.

9. Plaintiff Brandon Lewis is an adult individual who resides at 180 Lewis Ave, Trucksville, PA 18708.

10. Plaintiff Brandon Lewis' date of birth is April 15, 1996.

11. Plaintiff Brandon Lewis was a minor at the time he signed the Chase Payroll Card Application.

12. Plaintiff Brandon Lewis worked at the Shavertown McDonald's location starting in May, 2012 and is still employed at that location.

13. Plaintiff Taylor Trischetta is an adult individual who resides at 503 W. Taylor Street, Taylor Pennsylvania, 18517.

14. Plaintiff Taylor Trischetta's date of birth is August 7, 1995.

15. Plaintiff Taylor Trischetta was a minor at the time she signed the Chase Payroll Card Application

16. Plaintiff Taylor Trischetta worked at the Old Forge McDonald's location from 2013 and is still employed at that location.

17. Plaintiff Eric Lewis is an adult individual who resides at 180 Lewis Ave, Trucksville, PA 19708.

18. Plaintiff Eric Lewis' date of birth is December 26, 1993.

19. Plaintiff Eric Lewis was an adult at the time he signed the Chase Payroll Card Application.

20. Plaintiff Eric Lewis works at the Shavertown McDonald's location beginning in 2011 and is still employed at that location.

21. At all times relevant hereto, all Plaintiffs were hourly employees of the Mueller Defendants and received their wages via Chase Payment Card.

22. Defendant Albert and Carol Mueller Limited Partnership is a partnership which owns sixteen (16) McDonald's restaurants and whose headquarters is located at 104 South State Street, Suite 1, Clarks Summit, Lackawanna County, Pennsylvania.

23. Upon information and belief, Defendant Albert and Carol Mueller LTD Partnership was created and exists under the laws of the Commonwealth of Pennsylvania.

24. At all times relevant hereto, Defendant Albert and Carol Mueller LTD Partnership was Plaintiffs' employer.

25. Defendant Albert Mueller is an adult individual with a business address of 104 South State Street, Suite 1, Clarks Summit, Lackawanna County, Pennsylvania.

26. Defendant Carol Mueller is an adult individual with a business address of 104 South State Street, Suite 1, Clarks Summit, Lackawanna County, Pennsylvania.

27. Defendant JPMorgan Chase & Co, successor to the Chase Manhattan Corporation and Bank One Corporation, is a bank holding company organized under the laws of the United States with its principal place of business in New York, New York.

28. Defendant JPMorgan Chase Bank, N.A. is a national banking association organized under the laws of the United States, with its principal place of business in Columbus, Ohio.

29. Defendant JPMorgan Chase Bank is the successor in interest to Chase Manhattan Bank and Bank One, N.A.

30. The Chase Defendants issued the Mueller Defendants' mandated payroll Chase Payment Cards to Plaintiffs.

31. At all times relevant hereto, the Mueller Defendants had a contract with the Chase Defendants for the issuance of Chase Payment Cards to hourly employees as the sole form of payment of wages. See Card Issuance Agreement dated August 31, 2010 between Albert and Carol Mueller Limited Partnership and JPMorgan Chase Bank, N.A., a true and correct copy which is attached hereto, made a part hereof and marked Exhibit "A."

FACTUAL BACKGROUND

A. Facts relevant to the Mueller Defendants

32. The Mueller Defendants own and operate sixteen (16) McDonald's restaurants in Pennsylvania.

33. Those restaurants locations are: Bethlehem, Keyser, Clarks Summit, Dickson City, Bell Mountain, Moosic, South Side, Lehigh, Tunkhannock, Hanover, Old Forge, Carbondale, Shavertown, Eynon, Wyoming and Mountain Top.

34. On or around the summer of 2010, the Mueller Defendants, through their agent, servant, employee, officer, director and/or other representative, Paul Curran, began engaging in discussions with the Chase Defendants regarding the use of a payment card as a method of paying hourly employees their wages instead of paying hourly employees their wages via paper check.

35. On August 31, 2010, the Mueller Defendants and the Chase Defendants entered into a contract titled "Card Issuance Agreement" in which the Chase Defendants would provide a payment card to the Mueller Defendants' hourly employees that would contain their earned wages. *See Exhibit "A."*

36. The Mueller Defendants planned to implement the use of the Chase Payment Card over time across all of its sixteen McDonald's restaurants.

37. As an undisclosed condition of their employment, the Mueller Defendants' hourly employees were required to receive their wages via the Chase Payment Card.

38. Plaintiffs, the hourly employees, were not permitted to receive their wages via paper check or direct deposit. Plaintiffs were not given an option as to the method of receipt of their wages.

39. Upon commencement of employment with the Mueller Defendants, Plaintiffs received a pamphlet titled "Your Chase Payment Card Is Here!" and were required to complete an application for their Chase Payment Card. *See "Your Chase Payment Card Is Here!" Pamphlet, a true and correct copy which is attached hereto, made a part hereof and marked as Exhibit "B"; see also Chase Payment Card Application, a true and correct copy which is attached hereto, made a part hereof and marked as Exhibit "C."*

40. Plaintiffs were not provided with any additional information or training on how to use the Chase Payment Card from the Mueller Defendants or anyone working in a managerial or supervisory capacity on behalf of the Mueller Defendants.

41. No one on behalf of the Mueller Defendants explained or disclosed to Plaintiffs that the Chase Payment Card was not cash.

42. No one on behalf of the Mueller Defendants explained or disclosed to Plaintiffs that in order to access their wages, the Plaintiffs would have to incur fees associated with the Chase Defendants and/or other banking institutions.

43. No one on behalf of the Mueller Defendants explained or disclosed to Plaintiffs that the Chase Payment Card was not the equivalent of cash.

44. On November 5, 2010, the first of the Mueller Defendants' McDonald's restaurants implemented the Chase Payment Card Program. This was at the Bethlehem location.

45. By January 27, 2012, all of the Mueller Defendants' sixteen McDonald's restaurant locations had implemented, and were using, the Chase Payment Card as the sole means to compensate Plaintiffs their wages.

46. Since the inception of the Mueller Defendants' use of the Chase Payment Card program, Plaintiffs began to complain to managers and/or supervisors about the fees that were being charged to Plaintiffs in their attempts to access their wages that were on the Chase Payment Card.

47. Plaintiffs were charged numerous fees for all types of activities, including but not limited to: withdrawal of funds from a teller, withdrawal of funds from an ATM, and withdrawal of full or partial amount of funds.

48. Plaintiffs were unable to withdraw their wages from the Chase Payment Card without incurring fees.

49. As a result, Plaintiffs were receiving and did receive less than their entitled earned wages.

50. The Chase Payment Card was not the equivalent of cash since the use of the Chase Payment Card required the imposition of fees, where the use of cash does not result in the imposition of fees.

51. As a result of the complaints of Plaintiffs regarding the fees incurred with the use of the Chase Payment Card, the Mueller Defendants decided to discontinue the use of the Chase Payment Card as the sole means to receive wages in and around July, 2013.

B. Facts relevant to the Chase Defendants

52. The Chase Defendants required each Plaintiff to complete a Chase Payroll Card Application prior to the issuance of the Chase Payroll Card. *See Exhibit "C."*

53. The Chase Payroll Application requires applicants, including but not limited to Plaintiffs, to provide their date of birth, their signature and the date of signature. *See Exhibit "C."*

54. Plaintiffs, including minors, were required to complete this application as part of their employment with the Mueller Defendants.

55. It is clear from the face of the completed application that some Plaintiffs were minors at the time the application was completed since the application required the Plaintiffs' date of birth and the date the application was signed.

56. The Chase Payroll Card Application was a contract between the applicant, Plaintiffs, and the Chase Defendants. *See Exhibit "C."*

57. Upon receipt of applications from minors, the Chase Defendants did not invalidate said applications, despite the fact that they knew or should have known the application was executed by a minor without consent of a parent or legal guardian.

58. The Chase Defendants enforced the contract with the minor Plaintiffs, as evidenced by the issuance of the Chase Payment Card and the imposition of fees by the Chase Defendants upon the minor Plaintiffs.

59. The Chase Defendants never requested or required the minor Plaintiffs to have a parent and/or guardian sign the Chase Payroll Card Application along with the minor Plaintiff. In fact, there is no space on the Chase Payroll Card Application for a parent or guardian to sign in the event that the applicant is a minor. *See Exhibit "C."*

60. Upon information and belief, the Chase Defendants entered into contracts via the Chase Payroll Card Application with other minors employed by other Pennsylvania employers other than the Mueller Defendants.

61. All documents provided to Plaintiffs regarding the Chase Payment Card, including the pamphlet and the Chase Payroll Card Application, state and represent that Plaintiffs may receive "1 free per deposit" over the counter cash withdrawal. *See Exhibits "B" and "C."*

62. The documents provided by the Chase Defendants do not provide information as to where Plaintiffs can receive this "1 free per deposit" over the counter withdraw.

63. Despite this representation by the Chase Defendants, Plaintiffs **did not** receive any instructions regarding how to successfully withdraw their wages without incurring fees.

64. According to the documents provided to Plaintiffs by the Chase Defendants, there was no other available option for Plaintiffs to withdraw their wages without incurring a fee.

65. Further, the language contained on the application states and represents that the use of the Chase Payment Card “saves you money!” See Exhibit “C.”

66. In fact, the Chase Payment Card did not cause the Plaintiffs to save any money; to the contrary, it caused the Plaintiffs to incur fees- which caused Plaintiffs to lose, not save money.

CLASS ALLEGATIONS

67. Plaintiffs bring this action on behalf of themselves and as members of the classes defined below, as a class action pursuant to Pa. R. Civ. P. § 1711(a).

68. The classes on whose behalf this action is brought by Plaintiffs are defined as follows:

CLASS A: All hourly employees of Mueller Defendants who were 18 years old or older at the time of executing the Chase Payroll application and worked at one of the sixteen McDonald’s restaurants owned and operated by the Mueller Defendants who received payment of wages via the Chase Payment Cards and made use of the Chase Payment Card from November 5, 2010 through July 2013;

CLASS B: All hourly employees of Mueller Defendants who were under the age of 18 at the time of executing the Chase Payroll application and worked at one of the sixteen McDonald’s restaurants owned and operated by the Mueller Defendants who received payment of wages via Chase Payment Cards and made use of the Chase

Excluded from the Classes are the Defendants, their affiliates, subsidiaries and predecessors in interest, and all officers of such entities.

69. Certification of the classes defined above is proper in that:

a. The proposed Classes of hourly employees of the Mueller Defendants is so numerous that joinder of all hourly employees is impractical. The exact number and identities are currently known to Plaintiffs and amount to approximately 2300 hourly employees;

b. There are common questions of law and fact common to all classes including, but not limited to, whether the Mueller Defendants engaged in fraudulent deceptive practices by requiring its hourly employees to receive payment of their wages via the Chase Payment Card as an undisclosed condition of employment in violation of Pennsylvania law as set forth herein; whether the Chase Defendants violated Pennsylvania law by enforcing contracts executed by minors; whether the Chase Defendants' representations regarding the Chase Payment Cards was deceptive and in violation of Pennsylvania's UTPCPL.

70. Plaintiffs are members of the Classes and their claims, as described earlier, are typical of the claims of class members.

71. The representative parties will fairly and adequately protect the interests of the class under the criteria set forth in Pa. R.C.P. 1709, in particular:

a. Plaintiffs and their attorneys will adequately represent the interests of the class;

b. The representative parties do not have any conflict of interest in the maintenance of a class action; and,

c. The representative parties have engaged responsible class counsel who have adequate financial resources to assure that the interests of the class will be

adequately protected and will not be harmed consistent with the Pennsylvania Rules of Professional Conduct.

72. The class action provides a fair and efficient method for adjudication of the controversy under the criteria set forth in Pa. R.C.P. 1708, in particular:

- a. Common questions of law and fact predominate over any questions affecting only individual members, including pleading and factual issues relating to liability and damages;
- b. The matter can appropriately be managed as a class action;
- c. The prosecution of individual actions would create a risk of inconsistent or varying adjudication, establishing incompatible standards of conduct for the Mueller Defendants and the Chase Defendants;
- d. In view of the complexity and the expense of litigation, the separate claims of individual members of the class would not be of sufficient amount to justify the effective prosecution of the action.
- e. There is no pending litigation already commenced addressing these issues against these Defendants; and,
- f. This court is the appropriate forum for litigation of the claims of the entire case.

73. The class is readily definable and prosecution as a class action will eliminate the possibility of repetitious litigation, while also providing redress for claims that may be too small to support the expense of individual, complex litigation. In addition, the maintenance of separate actions would place a substantial and unnecessary burden on the courts and would result in

inconsistent adjudications, while a single class action can determine, with judicial economy, the rights of all the class members.

74. In this action, Plaintiffs seek all appropriate and available relief from the Mueller Defendants and the Chase Defendants for their improper payment of wages solely via Chase Payments Cards which caused all Plaintiffs to incur fees to gain access to their wages in violation of Pennsylvania law as hereinafter described.

COUNT I

All Plaintiffs v. the Chase Defendants

VIOLATION OF PENNSYLVANIA'S UNFAIR TRADE PRACTICE AND CONSUMER PROTECTION LAW

75. Plaintiffs incorporate herein by reference all other paragraphs of this Complaint.

76. This cause of action is brought pursuant to the Pennsylvania Unfair Trade Practice and Consumer Protection Law ("UTPCPL"), 73 P.S. § 201-.1, *et seq.*, which provides protection for Pennsylvania consumers against unfair or deceptive acts or practices in the conduct of any trade or commerce as defined in 73 P.S. § 201-2(4)(i)- 201-2(4)(xxi). *See* 73 P.S. § 201-3.

77. Specifically, plaintiffs allege that the Chase Defendants' conduct was deceptive and in violation of 73 P.S. § 201-2(4)(xxi), namely "engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion of misunderstanding." *Id.*

78. Plaintiffs and Classes A and B are "persons" as defined by the UTPCPL.

79. At all times relevant hereto, the Chase Defendants provided a service to Plaintiffs and Classes A and B as defined by the UTPCPL; to wit, providing a service for the receipt of wages specifically through the Chase Payment Card.

80. At all times relevant hereto, Plaintiffs and Classes A and B suffered an "ascertainable loss" as defined by the UTPCPL.

81. At all times relevant hereto, the transactions between Plaintiffs, Classes A and B and the Chase Defendants constituted “trade or commerce” as defined by the UTPCPL.

82. The Chase Defendants unfair and deceptive conduct consisted of:

a. stating and representing on the documentation provided to Plaintiffs and Classes A and B that there was no fee incurred with a one time per deposit over the counter withdrawal, when in fact fees were incurred for a one-time per deposit over the counter withdrawal and/or Plaintiffs were never given instructions regarding how to successfully withdraw their wages without incurring fees; and

b. stating and representing on the application that the use of the Chase Payment Card “saves you money!” when in fact the use of the Chase Payment Card cost Plaintiffs and Classes A and B money, by way of fees, to access their wages. *See* Exhibit “C.”

83. The Chase Defendants represented to Plaintiffs and Classes A and B that they would have a one-time per deposit over the counter withdrawal with no fee, without further indicating where such withdrawal could take place and the Chase Payment Card would save Plaintiffs and Classes A and B money.

84. The Plaintiffs and Classes A and B relied on the representations by the Chase Defendants and attempted to make a one-time per deposit over the counter withdrawal, however, Plaintiffs and Classes A and B were charged a fee for this one-time per deposit over the counter withdraw and as a result, did not save any money.

85. The representations made by the Chase Defendants, via the documents provided to the Plaintiffs, were false, misleading and deceptive due to the fact that Plaintiffs and Classes A

and B were, in fact, charged a fee for the one-time per deposit over the counter withdrawal, and as a result did not save any money. Furthermore, said representations were material.

86. Although Plaintiffs believe and therefore aver that reliance is not a necessary element of the UTPCPL violation set forth herein, Plaintiffs and Classes A and B, at all time relevant hereto, justifiably relied to their detriment on the Chase Defendants deceptive representations and suffered harm as a result.

87. Plaintiffs further believe and therefore allege that justifiable detrimental reliance is presumed as a result of the materiality of the transactions at issue.

88. By reason of the foregoing, Plaintiffs and Classes A and B have been harmed, entitling them to injunctive relief, actual damages, statutory damages, treble damages and costs and reasonable attorneys' fees.

WHEREFORE, Plaintiffs and Classes A and B respectfully request that this Honorable Court enter judgment against the Chase Defendants on Count I and award Plaintiffs and Classes A and B actual and statutory damages for each instance of unfair or deceptive conduct, treble damages, damages in an amount in excess of fifty-thousand dollars (\$50,000.00), together with interest, costs of suit, reasonable attorneys' fees, and such other relief as the Court deems appropriate.

COUNT II

All Plaintiffs v. All Defendants

MONEY HAD & RECEIVED

89. Plaintiffs incorporate herein by reference all other paragraphs of this Complaint.

90. By virtue of the Mueller Defendants' and the Chase Defendants' unlawful and wrongful conduct, Plaintiffs and all Classes, as an undisclosed condition of employment, paid

money to Defendants under compulsion, *to wit*, if Plaintiffs and the Classes wished to access their wages, Defendants compelled them to incur fees for the withdrawal of said wages.

91. Accordingly, Defendants compelled Plaintiffs and the Classes to incur fees in attempts to withdrawal and or access their wages, thereby causing Plaintiffs and the Classes actual damages.

WHEREFORE, Plaintiffs and the Classes respectfully request that this Honorable Court enter judgment against Defendants on Count II and award Plaintiffs and the Classes compensatory and actual damages related to Plaintiffs' and the Classes' incurring of fees in order to withdraw wages in an amount in excess of fifty-thousand dollars (\$50,000.00) together with interest, costs of suit, reasonable attorneys' fees, and such other relief as the Court deems appropriate.

COUNT III

Class B Plaintiffs v. Chase Defendants

RESCISSION

92. Plaintiffs incorporate herein by reference all other paragraphs of this Complaint.

93. The Chase Defendants knowingly entered into the Chase Payment Card contracts with Plaintiffs who were minors.

94. The Chase Payroll Card Application, on its face, showed that Plaintiffs in Class B were minors.

95. Contracts executed by minors are unenforceable and voidable.

96. The Chase Defendants enforced the Chase Payroll Card Application contract against the Plaintiffs in Class B by issuing said minor Plaintiffs Chase Payment Cards and then by charging Class B Plaintiffs fees.

97. Plaintiffs in Class B seek to rescind the Chase Payroll Card Application contract on the ground that the contract is void and unenforceable since they were minors at the time of execution.

98. The Minor and Class B Plaintiffs disaffirm any and all contracts with the Chase Defendants.

99. The Minor and Class B Plaintiffs seek to recover all fees and charges received by the Chase Defendants pursuant to the disaffirmed and voidable contracts.

WHEREFORE, Plaintiffs in Class B respectfully request that this Honorable Court enter judgment against the Chase Defendant on Count III and enter an order declaring that contracts entered into between Plaintiffs in Class B rescission and the Chase Defendants are rescinded together with actual damages in an amount in excess of fifty thousand dollars (\$50,000.00); pre-judgment interest; cost and expenses and such other relief as may be just, necessary or appropriate.

COUNT IV

All Plaintiffs v. Chase Defendants

ACCOUNTING UNDER PENNSYLVANIA RULE OF CIVIL PROCEDURE 1021

100. Plaintiffs incorporate herein by reference all other paragraphs of this Complaint.

101. Pursuant to Pennsylvania Rules of Civil Procedure 1021, Plaintiffs demand an accounting of all fees charged by the Chase Defendants and paid my members of all Classes based upon the use of the Chase Payment Card, and the methods by which such fees charged to Plaintiffs were calculated.

104. This accounting should include, but not be limited to:

- a. The amount of each fee that was charged to each Plaintiff;

- b. The date of each such fee; and
- c. The identity/category of each fee.

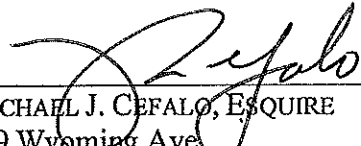
WHEREFORE, Plaintiffs respectfully requests that this Honorable Court order that the Chase Defendants provide and full and complete financial accounting as requested above.

CAROSELLI BEACHLER
MCTIERNAN & CONBOY

By: 
WILLIAM R. CAROSELLI, ESQUIRE

DAVID S. SENOFF, ESQUIRE
LAUREN C. FANTINI, ESQUIRE
1845 Walnut Street, Fifteenth Floor
Philadelphia, PA 19103
215-609-1350

CEFALO ANS ASSOCIATES

By: 
MICHAEL J. CEFALO, ESQUIRE
309 Wyoming Ave
West Pittston, PA 18643
570-655-5555

Date:

Attorneys for Plaintiffs and the Class

Exhibit “A”

CARD ISSUANCE AGREEMENT

V 1.1_02_24_09

This Card Issuance Agreement (the "Agreement") is entered into as of August 31, 2010, between Albert and Carol Mueller Limited Partnership (the "Client"), and JPMorgan Chase Bank, N.A. (the "Bank"). Commencing on the date of this Agreement, the Bank and the Client hereby agree that the Bank will provide Program(s), as hereinafter defined, and the Client will participate in such Program(s) subject to the terms and conditions of this Agreement.

Definitions. Terms defined in the singular shall include the plural and vice versa, as the context requires.

"Access Code" means the user identification code and password assigned to individuals authorized by the Client, for use in connection with the Program or the Services Network.

"Account" means the Visa or MasterCard account number assigned to a Cardholder and/or the Client, the related account, and any Card bearing such account number.

"ACH" means the Automated Clearing House system.

"Agreement" means this Card Issuance Agreement as it may be amended from time to time.

"Allocation Instruction" means the instruction provided by the Client to the Bank as to the intended allocation of funds or deposits to the Accounts.

"Applicant" means any individual applying for an Account in connection with a Program.

"Association" means either MasterCard or Visa, as applicable.

"Authorized User" means individuals authorized by the Client to access and use the Program and the Services Network.

"Card" means a Visa or MasterCard card that is issued by the Bank with respect to an Account.

"Cardholder" means an individual in whose name a Card is issued or an Account is established.

"Confidential Information" has the meaning ascribed to it in Section 11.

"Enrollment Request" means a written or electronic notice from the Client, requesting the Bank to establish an Account or issue a Card.

"International Transaction" means any transaction that is made in a currency other than U.S. dollars or is made in U.S. dollars outside of the United States of America.

"Marks" means the name, trade name, and all registered or unregistered service marks of the Client, the Association, and the Bank.

"Program" means any prepaid card undertaking whereby Accounts are established and/or Cards are issued in connection with this Agreement.

"Security Administrator" means an individual authorized by the Client to perform various administrative and security functions in connection with the Services.

"Services" means any services provided in connection with this Agreement and any Program hereunder.

"Services Network" means the Internet based services through which the Client can access Account information, fund Accounts, and review reports.

"Terms & Conditions" means the provisions provided by the Bank to the Cardholders which govern the Cardholders use of the Accounts.

2. Obligations of the Bank. In connection with the Client's participation in the Program, the Bank:

- 2.1 Will establish Accounts and, where applicable, issue Cards with such capabilities as may be elected by the Client and agreed by the Bank from time to time. The Bank may, at any time, in its sole discretion, cancel or suspend the right of Cardholders to use any Account or decline to establish any Account. Any Cards and any Cardholder statements will be delivered to a U.S. address of the Client or Cardholder unless otherwise agreed. The Accounts are non-transferable and non-assignable. The Cards shall remain the property of the Bank.

- 2.2 May investigate the identity of the Client and any Applicant or Cardholder by obtaining, verifying, and recording personal identifying information, and may if reasonably necessary obtain such information from third parties. In the event that the Bank finds that some or all of that information is incorrect or missing, the Bank may ask the Client to provide corrected, accurate, or additional information, and the Client agrees to promptly provide it.

Shall, if applicable, provide to each Cardholder, Terms and Conditions and any required disclosures related to the Cardholder's use of the Account. The Bank in its sole discretion, reserves the right to amend, modify or change, including adding or deleting terms, to the Terms and Conditions at any time without prior notice.

- 2.4 Will issue a replacement Card upon Card expiration or other event as deemed necessary or desirable by the Bank.

- 2.5 Shall, in the event of Cardholder owned funds, send to the applicable state as abandoned property the funds on any Accounts where there have been no transactions by the Cardholder or written communication from the Cardholder for a given number of years in accordance with state law. The Account may be charged for certain expenses incurred in remitting any funds to any state. These charges are not refundable.

Obligations of the Client. In connection with the Program the Client shall:

From time to time provide to the Bank an Enrollment Request.

- The Enrollment Request shall be in a form approved by the Bank, shall include all information required by the Bank, including but not limited to Applicant's name, street address, social security number, date of birth, and telephone number; and shall be accompanied by such evidence of authority for the Enrollment Request as the Bank may require.

- All Enrollment Requests shall be delivered to the Bank in a secure, encrypted, or password protected format, acceptable to the Bank.

By submitting any Enrollment Request, the Client represents and warrants to the Bank that the information included therein is consistent with the Client's own records concerning the listed Applicant and that the Client has verified the accuracy of the information on the completed Enrollment Request.

- The Client shall retain applications (paper or electronic) for any Accounts when such applications are not provided to the Bank, for a period of five (5) years after the applications have been received and acted upon.

- The USA PATRIOT Act requires Bank to review for accuracy the information contained in any one or more Enrollment Requests that Client sends to Bank, or that Bank have another entity perform such review of the information. Bank or such other entity may use various databases or other sources to do so. In the event that Bank or such other entity finds that some or all of that information is incorrect, or that information is missing, Bank may ask Client to provide corrected, accurate information, or additional information, and, in the event that Bank does so, Client shall promptly provide it. If information is not received within 30 days of Client notification, then the Account(s) in question will be closed pursuant to the requirements of the USA PATRIOT Act. All future funding to the closed Account will be rejected.

- 3.2 Agree to use reasonable security precautions to safeguard Accounts and Cards in connection with their storage, use, and dissemination. The Client will be liable for any charges to the Accounts and Cards regardless of the Client's negligence or lack thereof.

- 3.3 Receive and hold in trust for the Bank, any Cards sent directly to the Client. Pending distribution to the Cardholders, the Client agrees to safeguard the Cards, giving them the same protection as cash, and to hold the Cards at the Client's own sole risk of destruction, unauthorized use, loss, burglary, theft, or any other taking with the sole exception of armed robbery and then only if promptly reported to the appropriate law enforcement authorities. Notwithstanding the foregoing, the Client will be liable regardless of the Client's negligence or lack thereof.

- 3.4 Immediately notify the Bank of any Account for which the Client or Cardholder no longer has use due to termination or such other reason as may be deemed reasonable by the parties, and immediately cease funding such Account. In the event the funds are owned by the Cardholder, the Cardholder shall continue to have access to his or her funds in the Account until the funds are depleted. The Cardholder may instruct the Bank to close his or her Account and return any remaining funds by check.

- 3.5 Immediately notify the Bank, or in the event of Cardholder owned funds, require the Cardholder to notify the Bank, by phone of any Account that the Client or Cardholder knows or suspects has been lost, stolen, misappropriated, improperly used, or compromised. The Client shall not be responsible for losses that result from fraud except to the extent that such losses are caused by any of the Client's employees, officers, consultants or other representatives.

- 3.6 If not publicly available through the Securities and Exchange Commission, the Client shall provide the Bank with copies of its consolidated audited financial statements, including its annual income statement and balance sheet, prepared in accordance with GAAP, as soon as available and no later than 120 days after the end of each fiscal year. The Client shall provide such other current financial information as the Bank may request from time to time. The Bank shall be entitled to rely upon, financial statements provided by the Client to Bank affiliates.

4 Funding.

- The Client shall remit funds via ACH credit or ACH debit authorized pursuant to an authorization in substantially the form of that in Exhibit B or by such other method that may be mutually agreed upon.
 - For funding via ACH credit, if the Client fails to remit the funds in a timely manner or otherwise, the Client shall be solely responsible for notifying the Cardholders that funds may not be credited to their Accounts until the funds are received and allocated by the Bank. Notwithstanding the foregoing, the Bank has no obligation to fund the Accounts in the event the Bank does not receive funds from the Client.
 - For the drawdown method of funding, the Client agrees to maintain on deposit, immediately available and collected funds specified on debit authorization form in an amount sufficient to fund the Accounts. If such collected funds are insufficient, the Bank will not allocate any funds to any Accounts. The Bank will notify the Client of the insufficient funds so that the Client may make funds available. If such funds are not received by the Bank in a timely manner, the Bank may exercise its rights under Section 8 hereof.
- The Client shall provide Allocation Instructions to the Bank, provided however, that the Bank may in its sole discretion refuse to allocate or deposit funds to any given Account.
 - In the event a Client requests to cancel or amend any Allocation Instruction prior to the time the applicable Account has been funded, the Bank will use commercially reasonable efforts to act upon such request, provided however, that the Client hereby agrees to indemnify and hold the Bank harmless to the extent set forth in Section 9 hereof.
 - The Client may not reverse an Allocation Instruction after the Bank has funded the Accounts. In the event the Client does reverse an Allocation Instruction, the Client shall remain liable to the Bank and the Bank may seek immediate payment from the Client for any funds already credited to such Accounts.
 - The Client agrees to promptly notify the Bank of any Allocation Instruction or funding errors upon the Client becoming aware of such error.
 - The Client agrees to maintain adequate records of the Allocation Instructions delivered to the Bank to enable the Client to resend any of the information supplied by the Client to the Bank.
 - If an Account has a negative balance or overdraft, the Bank shall apply funds from the next Allocation Instruction to the Account to recover such overdrawn funds, or the Bank, in its sole discretion, may close the Account.
- Payments under this Agreement shall be made in U.S. dollars drawn on a U.S. bank or a U.S. branch of a foreign bank.

5. Representations and Warranties.

- 5.1 The Client represents and warrants that i) each Allocation Instruction shall be for an amount a) due to the Cardholder and not subject to any claims, and b) duly authorized to be disbursed to the Cardholder; ii) this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms, and that execution and performance of this Agreement a) does not breach any agreement of the Client with any third party, b) does not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it, c) is within its organizational powers, and d) has been authorized by all necessary organizational action of the Client; and iii) it will comply with all applicable laws and regulations, including labor laws and regulations, whether federal, state, or local, and all federal, state, and local laws relating to the withholding taxes and other amounts from salaries or other compensation.
- 5.2 The Bank represents and warrants that this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms, and that execution and performance of this Agreement i) does not breach any agreement of the Bank with any third party, ii) does not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it, iii) is within its organizational powers, iv) has been authorized by all necessary organizational action of the Bank and v) it will comply with all applicable laws and regulations whether federal, state, or local.

6. Programs and Services Network Access.

- 6.1 The Bank shall provide the Client with password-protected daily access to Account and transaction data, reports, and account maintenance functions through use of an Access Code. The Bank shall assign an Initial Access Code to the Security Administrator. The Security Administrator shall create and disseminate Access Codes to Authorized Users. Such access shall be provided in accordance with such manuals, training materials, and other information as the Bank shall provide from time to time.
- 6.2 The Client agrees to be bound by and follow the administrative control procedures terms, and conditions that the Bank may communicate in writing from time to time to the Client.
- 6.3 The Client shall safeguard all Access Codes and be responsible for all use of Access Codes issued by the Security Administrator. The Client agrees that any access, transaction, or business conducted using an Access Code may be presumed by the Bank to have been in the Client's name for the Client's benefit. Any unauthorized use of an Access Code (except for unauthorized use by a Bank employee) shall be solely the responsibility of the Client.

6.4 The Bank is authorized to rely upon any oral or written instruction that designates an Authorized User until the authority of any such Authorized User is changed by the Client by written instruction to the Bank, and the Bank has reasonable opportunity to act on such instruction. Each Authorized User, subject to written limitation received and accepted by the Bank, is authorized on behalf of the Client to: open and close Accounts, designate Cardholders, appoint and remove Authorized Users, execute or otherwise agree to any form of agreement relating to the Program, including, without limitation, materials related to administrative control procedures; and give instructions, by means other than a written signature, with respect to any Account opening or closure, designation of Cardholders, or appointment of Authorized Users, and any other matters in connection with the operation of the Services.

7 Fees and Charges. The Client agrees to pay the fees and charges as specified by the Bank in Exhibit A attached hereto. The Bank may change the fees and charges payable by the Client at any time provided the Bank notifies the Client at least thirty (30) days prior to the effective date of the change. Should there be a need to perform services other than those specified in Exhibit A, the Client agrees to pay the fees and charges associated with any such service. The Bank will debit the Client's designated bank account for fees due under this Agreement or charge such fees by such other method as may be mutually agreed to from time to time.

The Bank will debit the Cardholder's Account for services rendered in accordance with the Fee Schedule in Exhibit A, which the Bank may change in accordance with the Terms and Conditions.

Termination. This Agreement shall have an initial term of three (3) years from the date first written above unless otherwise terminated pursuant to the provisions of this paragraph (the "Initial Term"). Thereafter, this Agreement shall be successively renewed for one-year terms upon the anniversary of the effective date. This Agreement may be terminated by the Bank at any time for any reason and the Bank may refuse to allow further transactions or revoke any of the Cards or Accounts at any time and for any reason. The Client also may terminate this Agreement and/or cancel any of the Accounts at any time and for any reason, after the Initial Term. Upon termination, the Client shall immediately pay all amounts owing under this Agreement, without set-off or deduction. In no event shall Termination or expiration release or discharge the Client from its obligation to pay all amounts payable under this Agreement. Upon termination, the Client shall also destroy all physical Cards in their possession, and advise Cardholders to destroy any Cards related to Accounts where the funds are not owned by the Cardholder. Sections 3.1 (d), 3.3, 7, 8, 9, 10, 11, 12.2, 12.4, 12.7, 12.8, 12.9, 12.10, and 12.15 shall survive the termination of this Agreement.

11 Limitation of Liability and Indemnification. The Bank will be liable only for direct damages if it fails to exercise ordinary care. The Bank shall be deemed to have exercised ordinary care if its action or failure to act is in conformity with general banking usages or is otherwise a commercially reasonable practice of the banking industry. The Bank shall not be liable for any special, indirect or consequential damages, even if it has been advised of the possibility of these damages. The Client will indemnify the Bank for all claims, costs, demands, expenses, liabilities and losses, including reasonable legal fees and expenses, arising from any claim of a third party relating to any action taken or not taken by the Bank pursuant to this Agreement, unless the action or non-action constitutes the lack of ordinary care or willful misconduct by the Bank; or the breach of any provision of this Agreement. This provision shall survive termination of this Agreement as to matters that occurred during its terms.

10. Notices. All notices and other communication required or permitted to be given under this Agreement shall be in writing except as otherwise provided herein and shall be effective on the date on which such notice is actually received by the party to which addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other.

To the Bank: JPMorgan Chase Bank, N.A.
300 South Riverside Plaza, Suite IL1-0199
Chicago, IL 60670-0199
Attn: Contracts Management Manager

To the Client: Albert and Carol Mueller Limited Partnership
104 S. State Street
Clarks Summit, PA 18411
Attn: Paul Curran

11. Confidentiality. Except as expressly provided in this Agreement, all personally identifiable and business process information furnished by either party in connection with this Agreement and the Program shall be kept confidential and shall be used by the other party only in such connection, except to the extent such information (a) is already lawfully known when received, (b) thereafter becomes lawfully obtainable from other sources, (c) is required to be disclosed to, or in any document filed with the Securities and Exchange Commission, banking regulator, or any other governmental agencies, or (d) is required by law to be disclosed and notice of such disclosure is given (when legally permissible) by the disclosing party. Notice under (d), when practicable, shall be given sufficiently in advance of the disclosure to permit the other party to take legal action to prevent disclosure. Each party shall advise all employees, consultants, agents, and other representatives (collectively, "Representatives") who will have access to such "Confidential Information" about these obligations. A party shall disclose Confidential Information only to its Representatives involved in this Agreement and the Program. Upon termination of this Agreement, each party shall, at its option, return, destroy or render unusable, and discontinue use of all copies of the other party's Confidential Information upon request of the other party. The party receiving such request may, because of system constraints or as may be required by its own record keeping requirements, retain any of the other party's Confidential Information, provided, however, its obligation of confidential treatment shall remain in place. If requested in writing, such party shall certify its compliance with the foregoing provisions. The Bank may exchange Client and Cardholder Confidential

Information with affiliates. The Bank may also disclose Confidential Information to service providers in connection with their supporting the Bank's provision of Program services. Such providers shall be obligated to keep that information confidential under the same terms and conditions as set forth above obligating the Bank.

The restrictions on use in this Section 11 shall not apply to information or data in aggregated and/or anonymized form, and shall not prohibit the use by Bank of any statistical, aggregate information that is not identified with the Client for creation of statistical marketing studies for research, product development and promotion or strategic planning.

12. Miscellaneous.

- 12.1 The Bank shall not be obligated to extend credit or provide any Account to the Client or any Cardholder, which the Bank reasonably believes, is in violation of any limitation or prohibition imposed by applicable law.
- 12.2 Except as otherwise provided herein, neither party shall use the name or Mark of the other party without its written consent. If the Client elects to have its Marks embossed on the Cards or provide them to the Bank for other uses, the Client hereby grants the Bank a non-exclusive limited license to apply the Marks to the Cards solely for use in connection with any Program and for no other purpose. The Client shall not disclose or distribute any materials related to any Program to any Cardholders or others without the prior written consent of the Bank.
- 12.3 If any provision in this Agreement is held to be inoperative, unenforceable, or invalid, such provision shall be inoperative, unenforceable, or invalid without affecting the remaining provisions, and to this end the provisions of this Agreement are declared to be severable. Failure of either party to exercise any of its rights in a particular instance shall not be construed as a waiver of those rights or any other rights for any purpose.
- 12.4 Nothing in this Agreement shall constitute or create a partnership, joint venture, agency, or other relationship between the Bank and the Client. To the extent either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor.
- 12.5 In the regular course of business, the Bank may monitor, record and retain telephone conversations made or initiated to or by the Bank, from or to the Client or Cardholders.
- 12.6 The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Client and the Bank and their respective successors and assigns. This Agreement, or any of the rights or obligations hereunder, may not be assigned by the Client without the prior written consent of the Bank. In no event shall the Client be relieved of liability to the Bank arising hereunder unless and until a purchaser, transferee, assignee, or other successor in interest to the Client's business shall expressly assume such liability in writing and the Bank accepts such assumption of liability in writing, which acceptance by the Bank shall be solely within the Bank's discretion. Client acknowledges that the Bank may use agents and subcontractors to perform certain of the services described in this Agreement; provided, however, the Bank shall remain fully responsible for all services performed by its agents and subcontractors.
- 12.7 The Bank shall not be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond its reasonable control.
- 12.8 This Agreement embodies the entire agreement and understanding between the Client and the Bank and supersedes all prior agreements and understandings between the Client and the Bank relating to the subject matter thereof. All representations and warranties of the Client contained in this Agreement shall survive the execution of this Agreement and consummation of the transactions contemplated hereunder.
- 12.9 This Agreement may be amended only by notice to the Client in writing from the Bank.
- 12.10 Any taxes (excluding federal and state income taxes on the overall net income of the Bank) or other similar assessments or charges payable or ruled payable by any governmental authority in respect of the Agreement or the transactions contemplated hereunder shall be paid by the Client together with interest and penalties, if any.
- 12.11 To the extent that the Client has or hereafter may acquire any immunity (including sovereign, crown or similar immunity) from jurisdiction of any court, suit or legal process (whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise), the Client irrevocably waives and agrees not to claim such immunity.
- 12.12 Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Agreement. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement, as a whole and not to any particular provision of this Agreement.
- 12.13 International Transactions and Fees. International Transactions include any Transaction made in a foreign currency or that is made outside the United States of America even if it made in U.S. dollars. If an International Transaction is made in a currency other than U.S. dollars, the Association will convert the transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate each Association uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the International Transaction occurred or when the Account was used. The Bank reserves the right to change an International Transaction Fee, as specified in Exhibit A. The International Transaction Fee will be calculated on the U.S.

dollar amount provided to the Bank by the Association. The same process and charges may apply if any International Transaction is reversed.

1.1: This Agreement may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same Agreement. This Agreement shall become effective as of the date first appearing above when each of the parties hereto shall have signed a counterpart hereof.

1.2: THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW RULES, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. CLIENT HEREBY WAIVES ANY RIGHT TO PERSONAL SERVICE OF ANY PROCESS IN CONNECTION WITH ANY ACTION, AND HEREBY AGREES THAT SERVICE MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO THE CLIENT AS SPECIFIED IN SECTION 10. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY.

JPMORGAN CHASE BANK, N.A.

ALBERT AND CAROL MUELLER LIMITED PARTNERSHIP

By: Clara T. Trauth
Name: Clara T. Trauth
 Vice President
Title: _____

By: Albert Mueller
Name: ALBERT MUELLER
Title: Owner / operator

Client Attestation:

The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Agreement and that the person signing above on behalf of the Client, whose execution of this Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Agreement.

By: Paul Curran
Name: Paul Curran
Title: controller

* Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Client.

EXHIBIT A | SCHEDULE OF FEES

Fee Description	Fee Amount	Comments
Fees Paid By Employer		
Program Implementation Fee	No charge	
Custom Materials—optional (minimum qty 10,000)	N/A	Client will not use custom materials
Deposit Load Fee	\$0.00	Load Fee Per Deposit
Permanent Card Production Fee	No charge	If standard card used
Permanent Card Issuance	No charge	Per permanent card activated
Additional (Spouse) Card Fee	No charge	Fee for additional cards for account
Fees Paid by Cardholder/Employee		
Monthly Account Maintenance	No charge	Monthly Per Cardholder
Over the Counter withdrawal At Bank (Cash Advance)	1 free per deposit, \$5.00 per cash advance thereafter	This gives the cardholder access to 100% of their funds.
Domestic ATM Withdrawal	\$1.50 for each ATM	There are no surcharges at Chase and Allpoint™ ATMs. Some ATM owners and operators may charge an additional fee per transaction.
ATM Balance Inquiry	\$1.00 Per Inquiry	No charge via customer service or web
ATM/POS—PIN/Signature Denial Fee	\$0.50 Per Denial	Fee will be assessed if an ATM or Point-of-Sale transaction is denied due to insufficient funds.
Point-Of-Sale Transaction Fee PIN Based	No charge	
Point-Of-Sale Transaction Fee Signature Based	No charge	
Customer Service—Web Access, Automated Voice Response, Live Representative	No charge	
Statements:		
Internet	No charge	
Paper Statement	\$1.00 per month	
Miscellaneous Fees Paid By Cardholder		
Inactive Account Fee	\$10.00 per month	Fee will be assessed if an account has no credit or debit activity, excluding fee transactions, for 90 consecutive days and still has a residual balance.
Card Replacement	\$15.00 Per Card	No charge for expired cards
Expedited Card Delivery	\$30.00 Per Card	Includes Card Replacement Fee
Check Issuance—To Close Account	\$10.00 Per Check	
Negative Balance Fee	\$15.00 Per Incident	
International ATM Withdrawal	\$5.00 Per Withdrawal	
Foreign Currency Conversion	3.50% of the USD value of a non-USD based transaction	
Other Employer Fees		
Onsite Training	Free Web cast Training	\$500.00 Per Trainer Per Day

EXHIBIT B | *Daily Remittance Debit and Credit Authorization Agreement*

Client Name: Albert and Carol Mueller Limited Partnership
Client Address: 104 S. State Street
Clarks Summit, PA 18411
Contact Name: Paul Curran

The above-named entity ("Client"), hereby authorizes JPMorgan Chase Bank, N.A. and its designated affiliates (the "Bank") to initiate debit and credit entries to Client's checking/demand deposit account indicated below, by Automated Clearing House ("ACH") or other means, for the full amount owing to the Bank under the Card Issuance Agreement (the "Agreement") between Client and the Bank, and hereby authorizes the Depository Bank named below ("Depository") to provide such debit or credit to such account. All remittances shall be in U.S. dollars.

This authorization is without respect to the source of any funds in the account and shall remain in full force and effect until the Bank has received written notification of Client's request for termination. Such notice must be provided at least thirty days (30) prior to the effective date of termination.

Client shall be deemed to have requested initiation of a debit transfer, as the remittance method for all sums due the Bank and for the full amount of fees payable by Client in accordance with the Agreement. Client shall remain responsible to remit all sums due the Bank, in good funds, until such debit transfer clears against Client's checking/demand deposit account indicated below. Client shall provide the Bank with such information as may be reasonably required by the Bank to initiate each debit authorized hereby. The Bank shall provide Client with a debit advice describing the fees and period covered.

Client also authorizes the Bank to debit or credit Client's checking/demand deposit account indicated below, for the full amount of adjustments processed to correct inaccurate entries authorized by Client under the Agreement.

Full Name of Depository Bank (no abbreviations or acronyms) at which Account resides

Location of Depository Bank (Street, City, State or Province, Postal Code, Country)

Account Title

Account Number Bank Transit Routing Number/Sort Code

Print Name Title Date

Authorized Account Signer Sign Here: _____

Exhibit “B”

P.O. Box 9044
Coppell, TX 75019

CHASE 

YOUR CHASE PAYMENT CARD IS HERE!

CARD FEES

ATM withdrawal (U.S.) [*]	\$1.50 each
Point-of-sale purchases: PIN and signature-based	FREE
Over-the-counter cash withdrawals	1 free per deposit; \$5.00 each thereafter
ATM balance inquiry	\$1.00 per inquiry
Monthly paper statement (optional)	\$1.00 each
Monthly statements via the Internet	FREE
ATM withdrawal (outside U.S.) ¹	\$5.00 per withdrawal
Replace lost/stolen card	\$15.00 per card
Emergency express card delivery	\$30.00 per card
Declined transactions	\$0.50 per transaction
Online bill payment (optional)	\$0.75 per transaction; you must enroll at myaccount.chase.com
Check to close account	\$10.00 per check
Inactivity fee (after 90 days of inactivity)	\$10.00 per month
Foreign Exchange Conversion rate on international transactions amount	3.5% of transaction

^{*} Whenever you use any ATM there is a "network" or "ATM withdrawal fee." Additionally, use of any ATM may charge per "exchange" typically between \$1.00 and \$3.00 for using their ATM. You can avoid a surcharge by using a Chase ATM or a Global ATM.

SPECIAL SITUATIONS



GAS STATIONS

We recommend using your Card at the register and not at the pump. If you pay at the pump, some stations "hold" funds that could be in excess of \$50 to ensure you have enough funds on your Card. These funds could remain on "hold" for up to 5 days, making them inaccessible.



RESTAURANTS

Please be aware that restaurants automatically authorize an additional temporary 20% gratuity charge to your bill. For example, if your meal was \$20, you must have at least \$24 available on your Card or the transaction will be declined. The actual charge will be the price of the meal plus the gratuity that you add.



HOTELS

The hotel clerk will verify that your Card has sufficient funds to pay an estimated bill. That amount will be "held" in your Account, making it unavailable for other purchases. When you check out, the "hold" will be removed and the actual bill amount will be deducted from your Account.



NOT ENOUGH FUNDS

If you want to make a purchase but do not have enough money in your Account, some merchants may allow you to make a partial payment with your Card and pay the remainder with cash or a check. You should always know your balance before making the purchase.

If your Card is ever lost, stolen, or damaged, call Customer Service at 1-866-222-5704 and we will replace your Card.

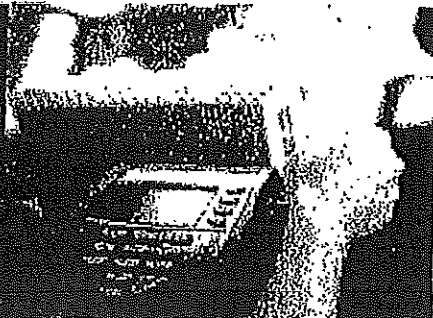
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Exhibit “C”

BETTER WAY



Instead of waiting in line to cash your paycheck, have your pay automatically deposited to the Chase Payroll Card. It's safe, fast and easy... plus it saves you money!

- Pay for purchases at merchants nationwide
- Pay monthly bills like cable, cell phone, insurance and more
- Shop online, by phone or mail order
- Get cash at Automated Teller Machines (ATMs) and get cash back with your purchase at many grocery and convenience stores
- Eliminate the hassle and costs of cashing a check
- No credit check required

Get your money anywhere, anytime

With the Chase Payroll Card, your pay is electronically deposited to your Chase Payroll Card account each pay period, where your funds are FDIC insured. You then have immediate and convenient access to your money to make purchases at millions of retail locations around the world that accept debit cards. You can also use your card to withdraw cash at over one million automated teller machines (ATMs), with surcharge-free access at over 51,000 Chase and Allpoint (if your card has the Allpoint logo) ATMs in the U.S.

IT'S SAFE.

- No check to be lost or stolen
- Only you have access to your money
- Withdraw only the cash you need, keep the rest safe and secure
- Your money is FDIC-insured

IT'S FAST.

- Your pay is instantly available on payday
- No waiting for your check to be issued
- No waiting in line to cash your paychecks

IT'S CONVENIENT.

- Make purchases without having to carry cash
- Get your cash when you need it, 24 hours a day, 7 days a week at over one million ATMs worldwide
- Access your account information online

Enroll in the Chase Payroll Card program today!

There is no cost to enroll in the Chase Payroll Card program. Simply complete this enrollment form today and return it to your employer.

TRANSACTION	FEE
ATM withdrawal (U.S.)	\$1.50 each
Point-of-sale purchases: PIN and signature-based	FREE
Over-the-counter cash withdrawals	1.1% fee per deposit; \$5.00 each thereafter
ATM balance inquiry	\$1.00 per inquiry
Monthly paper statement (optional)	\$1.00 each
Monthly statements via the Internet	FREE
ATM withdrawal (outside U.S.)	\$5.00 per withdrawal
Replace lost/stolen card	\$10.00 per card
Emergency express card delivery	\$20.00 per card
Debit transactions	\$0.50 per transaction
Online bill payment (optional)	\$0.75 per transaction; you must enroll at myaccount.chase.com
Negative balance	\$15.00 per incident
Check to Chase account	\$10.00 per check
Inactivity fee (after 90 days of inactivity)	\$10.00 per month
Foreign Exchange Conversion rate on International transactions amount	3.5% of transaction

Cardholder fees apply to both the primary and secondary cardholders.

* Whenever you use any ATM (debit or "branch" or "ATM withdrawal" fee). All other non-Chase ATMs may charge you a "surcharge" typically between \$1.00 and \$3.00 per money out ATM. You can avoid a surcharge by using a Chase ATM or Allpoint ATM.

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CHASE

850005

D-0060

Chase Payroll Card Application

IA. CARDHOLDER INFORMATION

Employee Number (optional) _____

First Name _____ MI _____ Last Name _____

Address (No P.O. Boxes) _____

City _____ State _____ ZIP _____

Primary Phone Number _____ Secondary Phone Number (optional) _____

Email Address (optional) _____

Date of Birth (mm/dd/yyyy) _____ Mother's Maiden Name (optional) _____

Optional mailing address where you would like the Card sent:

Address (No P.O. Boxes) _____

City _____ State _____ ZIP _____

UNITED STATES CITIZEN NON-UNITED STATES CITIZEN

Social Security or Taxpayer ID Number _____

If you are **not** a citizen of the United States, please provide one or more of the following forms of identification.

U.S. issued Alien Identification Card Passport
 Other Government issued Identification (Example: Matrícula Consular Card)

Type: _____

Country of Issuance _____

Number _____ Expiration Date (month/day/year) _____

Be sure to read the Program Terms, Conditions and Disclosures that will be sent with your Card. For additional information, please contact your employer.

Monthly paper statement option – in addition to accessing my Chase Payroll Card transaction activity on-line or via Customer Support, please mail me a monthly payroll card activity statement to the mailing address I have provided. I understand there is a monthly charge of \$1.00 for this statement option.

IB. SECONDARY CARDHOLDER INFORMATION

Secondary card (optional) – Complete the following information if you would like a second card which will have full access to your payroll card account. The secondary card will be sent directly to the secondary cardholder's address.

First Name _____ MI _____ Last Name _____

Address (No P.O. Boxes) _____

City _____ State _____ ZIP _____

Primary Phone Number _____ Secondary Phone Number (optional) _____

Email Address (optional) _____

Date of Birth (mm/dd/yyyy) _____ Mother's Maiden Name (optional) _____

UNITED STATES CITIZEN NON-UNITED STATES CITIZEN

Social Security or Taxpayer ID Number _____

If you are **not** a citizen of the United States, please provide one or more of the following forms of identification.

U.S. issued Alien Identification Card Passport
 Other Government issued Identification (Example: Matrícula Consular Card)

Type: _____

Country of Issuance _____

Number _____ Expiration Date (month/day/year) _____

II. CARDHOLDER AGREEMENT Return completed, signed and dated application to your employer.

This Authorization Agreement for Chase Payroll Card Account will authorize my employer to directly deposit my periodic salary/compensation payments, net of required tax withholdings, other required withholdings or authorized deductions (a "Payroll Payment") into my Chase Payroll Card Account (the "Account") at JPMorgan Chase Bank, N.A. ("Chase") and to initiate (if necessary) debit entries and adjustments for any credit entries in error to my Account. I understand that I may withdraw a portion of the entire amount of a Payroll Payment deposited by my employer from time to time in cash via an Automated Teller Machine (subject to certain withdrawal limits as discussed in the Program Terms, Conditions and Disclosures), applicable point-of-sale ("POS") terminals and wherever Visa®/MasterCard® debit cards are accepted. By signing this application, I hereby authorize Chase to issue a card to me. I agree that activating my card shall constitute my agreement to: (1) the Program Terms, Conditions and Disclosures that accompany my card and (2) changes to, or replacements for, those Program Terms, Conditions and Disclosures that may be sent or made available to me from time to time. I also hereby authorize Chase to debit my Chase Payroll Card Account, without notifying me, for the fees described in the fee schedule that is part of this application, or as such fees may change from time to time. Chase may change those fees at any time.

Cardholder's Signature _____ Date _____

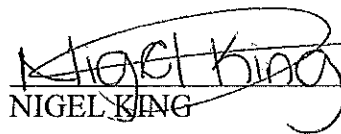
III. EMPLOYER USE ONLY

Company Name _____ Location _____ Processor's Name _____ Processor's Phone Number _____

Employer: please enter cardholder data into Agent Service Center

VERIFICATION

I, NIGEL KING, hereby depose and say that the facts contained in the foregoing **CLASS ACTION COMPLAINT** are true and correct to the best of my knowledge, information and belief and made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsifications to authorities.


NIGEL KING

DATE: 05-04-2014

VERIFICATION

I, BRANDON LEWIS, hereby depose and say that the facts contained in the foregoing **CLASS ACTION COMPLAINT** are true and correct to the best of my knowledge, information and belief and made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsifications to authorities.

Brandon Lewis - Lewis
BRANDON LEWIS

DATE: 5/21/14.

VERIFICATION

I, TAYLOR TRISCHETTA, hereby depose and say that the facts contained in the foregoing **CLASS ACTION COMPLAINT** are true and correct to the best of my knowledge, information and belief and made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsifications to authorities.


TAYLOR TRISCHETTA

DATE: 6/2/14

VERIFICATION

I, ERIC LIAS-LEWIS, hereby depose and say that the facts contained in the foregoing **CLASS ACTION COMPLAINT** are true and correct to the best of my knowledge, information and belief and made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsifications to authorities.



ERIC LIAS-LEWIS

DATE: 5/21/14

William R. Caroselli, Esquire (No. 452)
David S. Senoff, Esquire (No. 65278)
Lauren C. Fantini, Esquire (No. 93862)
CAROSELLI BEACHLER MCTIERNAN
& CONBOY
1845 Walnut Street, Fifteenth Floor
Philadelphia, PA 19103
215-609-1350
wcaroselli@cbmclaw.com
dsenoff@cbmclaw.com
lfantini@cbmclaw.com

Attorneys for Plaintiffs

Michael J. Cefalo, Esquire (No. 16061)
CEFALO and ASSOCIATES
309 Wyoming Ave
West Pittston, PA 18643
570-655-5555
mcefalo@cefaloandassociates.com

**IN THE COURT OF COMMON PLEAS OF LUZERNE COUNTY, PENNSYLVANIA-
CIVIL DIVISION**

NATALIE GUNSHANNON, Individually,	:	
and on Behalf of all Similarly Situated	:	
Persons; ALISHA SICILIANO; CASSIE	:	File No.
STARETZ; SAMANTHA LYNN EARLY;	:	of 2014
and JUSTIN ECK	:	
	:	
Plaintiffs,	:	
	:	
	:	
v.	:	
	:	
	:	
ALBERT and CAROL	:	
MUELLER LTD PARTNERSHIPS;	:	JURY TRIAL DEMANDED
ALBERT MUELLER, Individually; and	:	
CAROL MUELLER, Individually	:	
Defendants.	:	

CERTIFICATE OF SERVICE

I, Christine A. Katsock, hereby certify that on July 24, 2014, I caused a true and correct copy of foregoing **CLASS ACTION COMPLAINT** to be served upon the following:

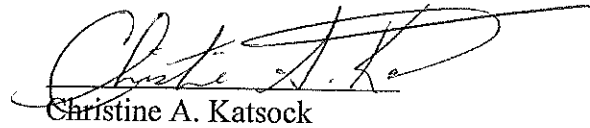
ALBERT AND CAROL MUELLER LIMITED PARTNERSHIP
104 South State Street, Suite 1
Clarks Summit, PA 18411-1696

ALBERT MUELLER
104 South State Street, Suite 1
Clarks Summit, PA 18411-1696

CAROL MUELLER
104 South State Street, Suite 1
Clarks Summit, PA 18411-1696

JPMORGAN CHASE, & CO.
One Chase Manhattan Plaza
New York, NY 10005

JPMORGAN CHASE BANK, N.A.
One Chase Manhattan Plaza
New York, NY 10005



Christine A. Katsock