

00-1594-CD  
CITIBANK (SOUTH DAKOTA) N.A. -vs- JUDITH KAY HOLLIS

VALERIE ROSENBLUTH PARK, ESQUIRE  
Attorney I.D. #72094  
PARK LAW ASSOCIATES, P.C.  
25 East State Street  
P.O. Box 1779  
Doylestown, PA 18901  
(215) 348-5200  
ATTORNEY FOR PLAINTIFF

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

**FILED**

CITIBANK (SOUTH DAKOTA) N.A.

Plaintiff

VS.

JUDITH KAY HOLLIS

Defendant

NO. 2000-1594-cp

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for other claims 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. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, Ext. 32

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

REC'D  
12/2/2000  
William A. Shaw  
Prothonotary  
PO  
80-  
BY ATT  
1 CENT TO SITER

VALERIE ROSENBLUTH PARK, ESQUIRE  
Attorney I.D. #72094  
PARK LAW ASSOCIATES, P.C.  
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(215) 348-5200  
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IN THE COURT OF COMMON PLEAS OF  
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CITIBANK (SOUTH DAKOTA) N.A.

Plaintiff

VS.

JUDITH KAY HOLLIS

Defendant

NO.

CIVIL ACTION-LAW

1. The Plaintiff is Citibank (South Dakota) N.A., a nationally charted banking institution with a place of business located at 3940 Olympic Blvd. Erlanger, KY 41018
2. The Defendant is JUDITH KAY HOLLIS, with a place of residence located at RAILROAD STREET BOX 105 COALPORT, PA 16627.

COUNT I - CONTRACT

3. At the request of the Defendant, Plaintiff issued to Defendant a credit card, account 5424180400678188; and at all times relevant hereto, Defendant was the holder of said card issued through the Plaintiff's credit facilities.
4. Defendant, upon acceptance and use of the Plaintiff's credit card, agreed to be bound by the terms and conditions of Plaintiff's revolving credit plan. A true and correct copy of said Agreement is attached hereto, made a part hereof and marked Exhibit "A".
5. The Defendant subsequently used the said credit card. As of 09/22/2000, the Defendant had incurred charges in the sum of

\$3,196.84. Defendant may be entitled to payments made after 09/22/2000 which will be credited at the time of judgment.

6. In accordance with the terms of Exhibit "A", the Defendant agreed to pay the Plaintiff a finance/service charge on all sums due at an annual percentage rate of 23.99 and the Plaintiff is entitled to additional finance/service charges from 09/22/2000.

7. In accordance with the terms of Exhibit "A", Defendant agreed to pay Plaintiff a reasonable attorney's fee if the account was referred to an attorney for collection and Plaintiff will incur an attorney's fee in the amount of \$799.00.

WHEREFORE, Plaintiff demands judgment against the defendant in the sum of \$3,196.84 plus attorney's fees of \$799.00 plus interest from 09/22/2000 at the contract rate and cost of this action, less payments made, plus costs and any other such relief as this Court deems reasonable and just.

COUNT II UNJUST ENRICHMENT

8. Plaintiff hereby incorporates paragraphs 1 through 7 above as though set forth in full.

9. The Defendant received a monetary benefit, which was in fact appreciated by the Defendant.

10. The Defendant accepted the benefits.

11. By virtue of the circumstances surrounding the request for funds made, the Defendant knowingly requested the funds at issue and/or knowingly and voluntarily accepted the benefits bestowed.

12. It would be inequitable for this Court to allow the Defendant to retain the benefits of the funds or to be unjustly enriched at the expense of the Plaintiff or allow the Defendant to retain the value of the funds at issue without repaying the Plaintiff the value of same.

WHEREFORE, Plaintiff demands judgment against the defendant in the sum of \$3,196.84 plus attorney's fees of \$799.00 plus interest from 09/22/2000 at the contract rate and cost of this action, less payments made, plus costs and any other such relief as this Court deems reasonable and just.

Respectfully submitted:

PARK LAW ASSOCIATES, P.C.

BY: 

VALERIE ROSENBLUTH PARK, ESQ.

**AFFIDAVIT**

STATE OF MISSOURI  
COUNTY OF PLATTE, TO-WIT:

On this 29 day of SEPTEMBER, 2000, came before me, a Notary Public in the jurisdiction aforementioned, JEANETTE M. BROWN, who, after being duly sworn, deposes as follows:

I, JEANETTE M. BROWN, hereby certify that I am a Manager of Citicorp Credit Services, Inc.; that I am authorized to execute this Affidavit on behalf of Citibank (South Dakota), N.A.; that I make this affidavit of my own personal knowledge and am competent to testify to all matters contained herein; that I am personally familiar with Account No. 5424180400678188; that the defendant signed an Application for Credit which forms the basis for this account; that

Judith Kay Hollis used or authorized use of said credit account for the purchase of goods and/or services and cash advances; that the existing balance of the account is \$ 3196.84; that demand has been made upon Judith Kay Hollis for payment of this amount; that Judith Kay Hollis was sent a copy of the Disclosure Statement with the credit card; that payment has not been made pursuant to the agreement between the parties and that said amount, plus continuing interest and attorney's fees is due and owing to Citibank (South Dakota), N.A.; that I have made diligent search and inquiry to determine whether the defendant,

Judith Kay Hollis, is in the military service of the United States of America; and, as a result of such search and inquiry, have determined and ascertained that the said defendant is not in the military services of the United States and is not entitled to any of the rights and privileges as prescribed under the Soldiers and Sailors Civil Relief Act of 1940, as amended.

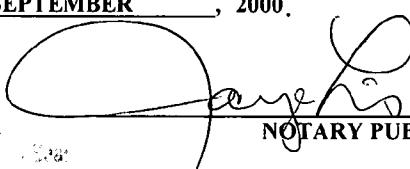
I certify the above to be true and correct to the best of my knowledge and belief.

CITICORP CREDIT SERVICES, INC.  
Jeanette M. Brown  
By \_\_\_\_\_  
Title MANAGER  
under limited power of attorney for  
CITIBANK (SOUTH DAKOTA), N.A.

STATE OF MISSOURI  
COUNTY OF PLATTE, TO-WIT:

The foregoing Affidavit was acknowledged before me this 29 day of SEPTEMBER, 2000, by JEANETTE M. BROWN, whose title is MANAGER, on behalf of Citibank (South Dakota), N.A., a South Dakota corporation, on behalf of the corporation.

Given under my hand this 29 day of SEPTEMBER, 2000.  
My commission expires:

  
\_\_\_\_\_  
NOTARY PUBLIC

# EXHIBIT A

## CITIBANK CARD AGREEMENT

This Agreement and the folder containing the card are your "Citibank Card Agreement." The folder contains important account information, including the annual percentage rate and an indication whether there is a membership fee.

Please read and keep both the folder and this Agreement for your records.

To simplify the rest of this Agreement for you, the following definitions will apply. The words, "you," "your," and "yours" mean the person responsible for this Agreement, to whom we direct the billing statement. The word "card" means one or more cards which we have issued with your account number. The words, "we," "us," and "our" mean Citibank (South Dakota), N.A. The words "Citibank checks" mean one or more checks that we may provide to access your Citibank card account. This Agreement is binding on you unless you cancel your account within 30 days after receiving the card and you have not used or authorized use of your account.

### Credit Line:

Your initial credit line appears on the folder containing the card. A portion of your credit line, called the cash advance limit, is available for cash advances. Your credit line, called the cash advance limit, is available for cash advances. At our discretion and at any time we may change your credit line or cash advance limit. We will notify you if we do, either by mail or through the billing statement. You may request a change to your credit line or cash advance limit by contacting Customer Service by telephone or mail.

### Using Your Account:

The card must be signed to be used. The full amount of your credit line is available to buy or lease goods or services wherever the card is honored. Your cash advance limit is available for cash at any bank or automated teller machine that accepts the card or by use of Citibank checks. The total amount charged on your account, including purchases, cash advances, finance charges, fees, or other charges, must always remain below your credit line.

### Additional Cards:

You may request additional cards on your account for yourself or others and we may permit another person to have access to the card or account number. However, if you do, you are liable for all charges made by those persons. You must notify us to revoke permission for any person you previously authorized to use your account. If you tell us to revoke another person's use of your account, we may close the account and issue a new card or cards with a different account number. You are responsible for the use of each card issued on your account according to the terms of this Agreement.

### Membership Fee:

The folder containing the card indicates whether your account is subject to a membership fee. If it is, the fee is added to the purchase balance and is non-refundable unless you notify us to cancel your account within 30 days from the mailing date of the billing statement on which the fee is billed.

### Billing:

Each month we will send you a billing statement if there is activity on your account. It shows the balance, any finance charges, fees, the minimum payment, and the payment due date. It also shows your current credit line and cash advance limit, an itemized list of current charges, Citibank checks, payments and credits, a summary showing whether the purchase and cash advance balances, finance charges on each balance, and other important information. You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one mailing address.

The total outstanding balance (the amount you owe us) appears as the "New Balance" on the billing statement. To determine the "New Balance," we begin with the outstanding balance on your account at the beginning of each billing period, called the "Previous Balance" on the billing statement. We add any purchases and cash advances and subtract any payments and credits that we receive. We then add the appropriate finance charges, fees and other applicable adjustments.

**Annual Percentage Rate for Purchases and Cash Advances:**

If your account has a variable ANNUAL PERCENTAGE RATE and the corresponding monthly periodic rate appears on the folder containing the card. The monthly periodic rate is the applicable annual percentage rate divided by 12. The daily periodic rate is the annual percentage rate divided by 365. The annual percentage rate may be variable. Whether or not the rate varies is indicated on the folder containing the card.

**Variable Annual Percentage Rate for Purchases and Cash Advances:**

If your account has a variable ANNUAL PERCENTAGE RATE, we calculate the rate by adding the fixed percentage amount that appears on the folder containing the card to the U.S. prime rate published in *The Wall Street Journal* on the third Tuesday of March, June, September, and December of each year. If the third Tuesday is a holiday, we will use the Prime Rate published the next day. If more than one Prime Rate is published, we may choose the highest rate. If the *Wall Street Journal* ceases publication or to publish the Prime Rate, we may use the Prime Rate published in any other newspaper of general circulation, or we may substitute a similar reference rate at our sole discretion.

Any increase or decrease in the variable annual percentage rate takes effect on the first day of the billing period directly following the month in which we publish the next day. If more than one Prime Rate is published, we may calculate the rate. Each time the variable annual percentage rate changes, we will apply it to any existing purchase and cash advances balances, subject to any introductory or promotional rate offer that may apply. The annual percentage rate in effect and any subsequent changes to it will appear on the billing statement. An increase in the variable annual percentage rate means you will pay a higher finance charge and perhaps a higher minimum payment. If you fail to meet the requirements of this or any other Citibank Card Agreement, we may immediately increase the variable ANNUAL PERCENTAGE RATE (including any introductory rate or promotional rate) on any existing purchase and cash advance balances to a higher rate of 12.9% plus the Prime Rate as determined above. This higher rate will not be lower than 18.8%. Your account may be eligible for the lower variable annual percentage rate on new purchases and cash advances after you have met the terms of this and any other Citibank Card Agreement for six months.

**Introductory and Promotional Rate Offers:**

All our discretion, we may offer you an introductory annual percentage rate for all or a part of the purchase and/or cash advances balances. The period of time for which the introductory rate applies may be limited. Any introductory rate, the corresponding periodic rates, and the period of time during which it is in effect will appear on the folder containing the card. We may also offer a promotional annual percentage rate to encourage specific transactions, such as transferring balances from accounts you have with other credit card issuers. Any introductory or promotional rate offer will be subject to the terms of the offer and this Agreement.

**Finance Charges on Purchases:**

We will charge a finance charge for purchases if you did not pay the total

balance due on the date of the payment due as follows:

• We start with the Previous Balance on purchases. The beginning of the billing period. For finance charge calculation purposes, the billing period begins on the Statement/Closing Date listed on the previous billing statement and varies with the number of days in the billing period.

• On each day of the billing period we subtract payments, add new purchases and fees, and make adjustments. This determines a daily balance. Unless we elect to use a later date, we add a new purchase to the balance as of the date of the purchase.

• We total the daily balances (except for the balance on the Statement/Closing Date listed on the current billing statement), and then divide that amount by the number of days in the billing period. This determines the average daily balance, which is called the "balance subject to finance charge" on the billing statement.

• We multiply the balance subject to finance charge by the applicable monthly periodic rate. The resulting amount is your FINANCE CHARGE on purchases.

• If the purchase balance is subject to more than one rate (for example, because of purchases made during a promotional or introductory rate offer), we will separately calculate the balance subject to finance charge and the resulting finance charge in the same manner as described above.

**Finance Charges on Cash Advances:**

We will charge a finance charge on cash advances from the day you take them until the day we receive payment in full as follows:

The we start with the Previous Balance on cash advances at the beginning of the billing period. For finance charge calculation purposes, the billing period begins on the Statement/Closing Date listed on the previous billing statement and varies with the number of days in the billing period.

• On each day of the billing period we subtract payments, add new cash advances and fees, and make adjustments. This determines a daily balance. Unless we elect to use a later date, we add cash advances to the balance as of the day they are taken.

We total the daily balances (except for the balance on the Statement/Closing Date listed on the current billing statement) and then divide that amount by the number of days in the billing period. This determines the average daily balance, which is called the "balance subject to finance charge" on the billing statement.

• We multiply the balance subject to finance charge by the applicable daily periodic rate and then multiply the resulting amount by the number of days in the billing period. This resulting amount is your FINANCE CHARGE on cash advances.

• If the cash advance balance is subject to more than one rate (for example, because of cash advances made during a promotional or introductory rate offer), we will separately calculate the balance subject to finance charge and the resulting finance charge in the same manner as described above.

**Cash Advance Transaction Fee:**

For each cash advance obtained at an automated teller machine (ATM), through a Citibank check, or a financial institution (without using an ATM), we will add an additional FINANCE CHARGE of 2.0% of the advance, but not less than \$2. We will add this fee to the cash advance balance. The cash advance transaction fee may cause the annual percentage rate on the billing statement on which the cash advance first appears to exceed the nominal annual percentage rate.

**Minimum Finance Charge:**

We assess a minimum FINANCE CHARGE of \$5.00 if your finance charge

for purchases or cash advances is \$5000 plus 2.5%, we will use the amount to either the purchase or cash advance balance at our discretion.

#### Credit Balance:

You may not maintain a credit balance on your account in excess of your assigned credit limit. We will return to you any credit amount over \$1,100 if the amount has been on your account longer than three months. You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges billed to your account.

#### Security Interest for Secured Accounts:

The folder containing the card indicates if your account is a secured account. If it is, you have given us a security interest in a certificate of deposit or a savings account to secure repayment of your account. If you withdraw your funds from the certificate of deposit or savings account, we will close your card account.

#### Charges Made in Foreign Currencies:

**FOR VISA® ACCOUNTS:** If a charge is incurred in a foreign currency, Visa International will convert the charge into a U.S. dollar amount using its most recently published procedures set forth in its Operating Regulations in effect at the time the transaction is processed. Currently, those Regulations provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by an international reimbursement rate as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

**FOR MASTERCARD® ACCOUNTS:** If a charge is incurred in a foreign currency, MasterCard International, Inc. will convert the charge into a U.S. dollar amount using its most recently published conversion procedures in effect at the time the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

#### Minimum Amount Due:

Each month you must pay a minimum amount that is the total of two figures. The first is any previous amount that is past due plus any amount in excess of your credit line. The second is the greater of the amount of your billed finance charges or one of the following:

**■ The New Balance on the billing statement if it is less than \$20; or**  
**■ \$20, if the New Balance is at least \$20 and not greater than \$960; or**  
**■ If the New Balance exceeds \$960, 1/48 of the New Balance (rounded down to the nearest dollar).**

You must pay at least the minimum amount due each month, but you may pay more at any time without a penalty. If you pay more than the minimum, we will allocate the excess amount to the purchase or cash advance balance at our discretion. The sooner you pay the New Balance, the less you will pay in finance charges. We may also allow you to skip a payment. If we do, we will notify you on the billing statement. If you choose to skip a payment when offered, we will continue to assess finance charges.

#### Payments:

**Do not send cash payments. We can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements,**

without losing any of our rights under this Agreement. There may be a delay of up to five days in crediting a payment if it is received at an address other than the address provided on the billing statement. You must pay us in U.S. dollars drawn on funds on deposit in the United States. However, we reserve the right to accept payments made in foreign currency. If we do, we will charge a currency conversion fee based upon the conversion rates existing at the time of conversion.

#### Over-the-Credit Line Fee:

We will add a \$20 fee to the purchase balance for each billing period that the New Balance exceeds your credit line.

#### Late Fee:

We will add a \$20 fee to the purchase balance for each billing period you fail to make the minimum payment by its due date.

#### Returned Payment Fee:

We will add a \$20 fee to the purchase balance when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we will assess this fee the first time your check is not honored, even if it is paid upon resubmission.

#### Citibank Checks:

Citibank checks may be used to purchase goods and services or to obtain cash up to the amount of your available cash advance limit unless that Citibank checks as cash advance and charge them against your cash advance limit. Each Citibank check must be in the form we have issued and must be used according to any instructions we give you. Citibank checks may be used only by the person whose name is printed on them. Citibank checks may not be used to pay any amount owed to us under this or any other Citibank Card Agreement. We will not certify any Citibank checks, nor will we return paid Citibank checks.

#### Returned Citibank Check Fee:

We will add a \$20 fee to the cash advance balance if we decline to honor a Citibank check. Among the reasons for our decline are that the check would cause the balance to exceed your cash advance limit or credit line, that you are in default, that you did not comply with our instructions regarding the check, that your account has been closed, or that the card has expired.

#### Stop Payment Fee:

We will add a \$20 fee to the cash advance balance when payment of a Citibank check is stopped at your request. You may stop payment on a Citibank check by notifying us in writing at P.O. Box 6500, Sioux Falls, South Dakota 57117 or by calling the telephone number listed on the billing statement. If you call, you must confirm the call in writing within 14 days. A written stop payment order will remain in effect for six months unless renewed in writing.

Once a charge is made through the use of the card or account number we cannot "stop payment" on the charge. If there is a dispute involving a charge on your account, please refer to the section entitled "What To Do If There's An Error In Your Bill."

#### Lost or Stolen Cards, Account Numbers or Citibank Checks:

If any card, account number or Citibank check is lost or stolen or if you think someone used or may use them without your permission, notify us at once by calling the telephone number shown on the billing statement or the number obtained by calling toll-free or local Directory Assistance. We may require you to provide certain information in writing to help us find out what happened. Don't use the card or the Citibank checks after we've been notified, even if they are found or returned. You may be liable for unauthorized use of the card, but not for more than \$50. You won't be liable for any unauthorized purchases or cash advances made after we've been notified of the loss or theft; however, you must identify for us the charges on the billing statement that were not made by you, or someone authorized by you, and from which you received no benefit.

**Default:**  
You are in default if you fail to pay the minimum payment listed on each billing statement on time, file for bankruptcy, exceed your credit line without our permission, or default on any other Citibank Card Agreement. If you are in default, we may close your account and demand immediate payment of the full balance. If you have given us a security interest in a savings account or certificate of deposit, we may use the deposit amount to pay any amount you owe us. But, of course, you don't want this to happen. Call us first and let us try to help you.

**Collection Costs:**  
If we have to refer collection of your account to a lawyer (who is not our salaried employee), to the extent permitted by law you will have to pay our attorney's fee plus court costs or any other fees. If we sue to collect and you win, we will pay your reasonable legal fees and court costs.

**Customer Privacy:**  
We will not sell information about you or your account to non-Citibank companies. On occasion, however, we will allow certain companies to offer specially selected products and services to you through the mail or by telephone. These companies will not be allowed to retain any information about you or your account unless you agree to purchase their product or service. If you do not want to receive these offers, write or call us at the address or telephone number listed on the billing statement. Be sure to include your name, address, and account number. We will remind you at least once each year of your right to be excluded from these offers.

**Telephone Monitoring:**  
From time to time we may monitor telephone calls regarding your account with us to assure the quality of our service.

**Information Reporting:**  
We may report your performance under this Agreement to credit reporting agencies, including your failure to make minimum payments on time. A negative credit report may significantly harm your ability to obtain credit from other sources. We may also obtain follow-up credit reports on you (for example, when we review your account for a credit line increase). We may exchange information about you or your account with our Citicorp affiliates, and our Citicorp affiliates may perform certain customer service and payment processing functions for your account. Otherwise, no one else will be given information about your account without your permission or proper legal authority. We will try to notify you by telephone or by mail of any legal process served on us in order to give you an opportunity to object to it, unless the law prohibits the notice.

**Correcting Your Credit Report:**  
If you think we reported erroneous information to a credit reporting agency or wish to learn the names of the agencies we contacted, write us at the address listed on the billing statement. We will promptly investigate the matter, and if our investigation shows you are right, we will contact each credit reporting agency to whom we reported and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone and instruct you how to submit a statement of your position to

Item.

### Closing Your Account:

You may close your account at any time by notifying us in writing. However, you remain responsible to pay the balance according to the terms of this Agreement. We may close your account or suspend your account privileges or Cibank checks at any time without prior notice. We may also issue a different card, account number, or different checks at any time. You must return the card or the Cibank checks to us upon request.

### Refusal of the Card:

We are not responsible if we do not approve a purchase or cash advance on your account, or if a third party refuses to accept or honor the card, even if you have sufficient credit available. We may limit the number of purchases or cash advances which may be approved in one day. If we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify the activity. We may approve purchases or cash advances which cause the balance to exceed your credit line without waiving any of our rights under this Agreement.

### Changing this Agreement:

We can change this Agreement, including all fees and the annual percentage rate, at any time. However, if the change will cause a fee, rate or minimum payment to increase, we will mail you written notice at least 15 days before the beginning of the billing period in which the change becomes effective. If you do not agree to the change, you must notify us in writing within 25 days after the effective date of the change and pay us the balance, either at once or under the terms of the unchanged Agreement. Otherwise, the change in the notice is binding on you. Use of the card after the effective date of the change shall be deemed acceptance of the new terms, even if the 25 days have not expired.

### Delay in Enforcement:

We may need time to look into certain matters and can delay enforcing our rights under this Agreement without losing them.

### Applicable Law:

The terms and enforcement of this Agreement shall be governed by federal law and the law of South Dakota, where we are located.

### For Further Information:

Call us at the telephone number shown on the front of the billing statement. You can also call toll-free or local Directory Assistance to get our telephone number.



Thomas W. Jones  
President & CEO  
Cibank (South Dakota), N.A.  
P.O. Box 8000  
Sioux Falls, SD 57117  
1998 Cibank (South Dakota), N.A.

### What To Do If There's An Error In Your Bill.

Your Billing Rights. Keep This Notice For Future Use.

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

### Usually Up In Case of Errors or Questions About Your Bill:

If you think your billing statement is wrong, or if you need more information about a transaction on your billing statement, write to us (on a separate sheet) at the address shown on the front of your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first billing statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount and date 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.
- Please sign your letter.

### Your Rights and Our Responsibilities After We Receive Your Written Notice:

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe your billing statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report your account as delinquent. We can continue to charge you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your balance that are not in question.

If we find that we made a mistake on your billing statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 25 days telling us that you still refuse to pay, we must report that you are disputing your balance. And, we must tell you the name and address of to whom we report that the matter has been settled between us when it is finally settled.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your billing statement was correct.

**Special Rule for Credit Card Purchases.**  
If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

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

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services. A claim under this special rule may not exceed the amount actually billed to your account and does not apply to purchases made outside the United States.



© 1998 Cibank (South Dakota), N.A. Member FDIC

3356129

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10544

CITIBANK (SOUTH DAKOTA) N.A.

00-1594-cd

VS.

HOLLIS, JUDITH KAY

COMPLAINT

**SHERIFF RETURNS**

NOW JANUARY 30, 2001 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN  
THE WITHIN COMPLAINT "NOT FOUND" AS TO JUDITH KAY HOLLIS, DEFENDANT.  
ACCORDING TO POST OFFICE, MOVED LEFT NO FORWARDING ADDRESS.

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Return Costs

Cost	Description
28.90	SHFF. HAWKINS PAID BY: ATTY.
10.00	SUCHARGE PAID BY: ATTY.

Sworn to Before Me This

1st Day Of February 2001  
William A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co. Clearfield, PA.

So Answers,

*Chester Hawkins*  
*by Marlys Harr*  
Chester A. Hawkins  
Sheriff

**FILED**

FFR 02 2001

*02/10/01*  
William A. Shaw  
Prothonotary

I HEREBY CERTIFY THAT THE WITHIN  
IS A TRUE AND CORRECT COPY OF  
THE ORIGINAL ON FILE

*S/*  
ATTORNEY FOR PLAINTIFF/DEFENDANT

VALERIE ROSENBLUTH PARK, ESQUIRE  
Attorney I.D. #72094  
PARK LAW ASSOCIATES, P.C.  
25 East State Street  
P.O. Box 1779  
Doylestown, PA 18901  
(215) 348-5200  
ATTORNEY FOR PLAINTIFF

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

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

CITIBANK (SOUTH DAKOTA) N.A.

DEC 26 2000

Plaintiff

Attest.

*William J. Hause*  
Prothonotary

VS.

JUDITH KAY HOLLIS

Defendant

NO. 2000-1594-C

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for other claims 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. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, Ext. 32

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

VALERIE ROSENBLUTH PARK, ESQUIRE  
Attorney I.D. #72094  
PARK LAW ASSOCIATES, P.C.  
25 East State Street  
(215) 348-5200  
Doylestown, PA 18901  
ATTORNEY FOR PLAINTIFF

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CITIBANK (SOUTH DAKOTA) N.A.

Plaintiff

VS.

JUDITH KAY HOLLIS

Defendant

NO.

CIVIL ACTION-LAW

1. The Plaintiff is Citibank (South Dakota) N.A., a nationally charted banking institution with a place of business located at 3940 Olympic Blvd. Erlanger, KY 41018
2. The Defendant is JUDITH KAY HOLLIS, with a place of residence located at RAILROAD STREET BOX 105 COALPORT, PA 16627.

COUNT I - CONTRACT

3. At the request of the Defendant, Plaintiff issued to Defendant a credit card, account 5424180400678188; and at all times relevant hereto, Defendant was the holder of said card issued through the Plaintiff's credit facilities.
4. Defendant, upon acceptance and use of the Plaintiff's credit card, agreed to be bound by the terms and conditions of Plaintiff's revolving credit plan. A true and correct copy of said Agreement is attached hereto, made a part hereof and marked Exhibit "A".
5. The Defendant subsequently used the said credit card. As of 09/22/2000, the Defendant had incurred charges in the sum of

\$3,196.84. Defendant may be entitled to payments made after 09/22/2000 which will be credited at the time of judgment.

6. In accordance with the terms of Exhibit "A", the Defendant agreed to pay the Plaintiff a finance/service charge on all sums due at an annual percentage rate of 23.99 and the Plaintiff is entitled to additional finance/service charges from 09/22/2000.

7. In accordance with the terms of Exhibit "A", Defendant agreed to pay Plaintiff a reasonable attorney's fee if the account was referred to an attorney for collection and Plaintiff will incur an attorney's fee in the amount of \$799.00.

WHEREFORE, Plaintiff demands judgment against the defendant in the sum of \$3,196.84 plus attorney's fees of \$799.00 plus interest from 09/22/2000 at the contract rate and cost of this action, less payments made, plus costs and any other such relief as this Court deems reasonable and just.

COUNT II UNJUST ENRICHMENT

8. Plaintiff hereby incorporates paragraphs 1 through 7 above as though set forth in full.

9. The Defendant received a monetary benefit, which was in fact appreciated by the Defendant.

10. The Defendant accepted the benefits.

11. By virtue of the circumstances surrounding the request for funds made, the Defendant knowingly requested the funds at issue and/or knowingly and voluntarily accepted the benefits bestowed.

12. It would be inequitable for this Court to allow the Defendant to retain the benefits of the funds or to be unjustly enriched at the expense of the Plaintiff or allow the Defendant to retain the value of the funds at issue without repaying the Plaintiff the value of same.

WHEREFORE, Plaintiff demands judgment against the defendant in the sum of \$3,196.84 plus attorney's fees of \$799.00 plus interest from 09/22/2000 at the contract rate and cost of this action, less payments made, plus costs and any other such relief as this Court deems reasonable and just.

Respectfully submitted:

PARK LAW ASSOCIATES, P.C.

BY: S/ VALERIE ROSENBLUTH PARK  
VALERIE ROSENBLUTH PARK, ESQ.

**AFFIDAVIT**

STATE OF MISSOURI  
COUNTY OF PLATTE, TO-WIT:

On this 29 day of SEPTEMBER, 2000, came before me, a Notary Public in the jurisdiction aforementioned, JEANETTE M. BROWN, who, after being duly sworn, deposes as follows:

I, JEANETTE M. BROWN, hereby certify that I am a Manager of Citicorp Credit Services, Inc.; that I am authorized to execute this Affidavit on behalf of Citibank (South Dakota), N.A.; that I make this affidavit of my own personal knowledge and am competent to testify to all matters contained herein; that I am personally familiar with Account No. 5424180400678188; that the defendant signed an Application for Credit which forms the basis for this account; that

Judith Kay Hollis used or authorized use of said credit account for the purchase of goods and/or services and cash advances; that the existing balance of the account is \$ 3196.84; that demand has been made upon Judith Kay Hollis for payment of this amount; that Judith Kay Hollis was sent a copy of the Disclosure Statement with the credit card; that payment has not been made pursuant to the agreement between the parties and that said amount, plus continuing interest and attorney's fees is due and owing to Citibank (South Dakota), N.A.; that I have made diligent search and inquiry to determine whether the defendant,

Judith Kay Hollis, is in the military service of the United States of America; and, as a result of such search and inquiry, have determined and ascertained that the said defendant is not in the military services of the United States and is not entitled to any of the rights and privileges as prescribed under the Soldiers and Sailors Civil Relief Act of 1940, as amended.

I certify the above to be true and correct to the best of my knowledge and belief.

CITICORP CREDIT SERVICES, INC.  
By Jeanette M. Brown  
Title MANAGER

under limited power of attorney for  
CITIBANK (SOUTH DAKOTA), N.A.

STATE OF MISSOURI  
COUNTY OF PLATTE, TO-WIT:

The foregoing Affidavit was acknowledged before me this 29 day of SEPTEMBER, 2000, by JEANETTE M. BROWN, whose title is MANAGER, on behalf of Citibank (South Dakota), N.A., a South Dakota corporation, on behalf of the corporation.

Given under my hand this 29 day of SEPTEMBER, 2000.  
My commission expires:

Jeanette M. Brown  
NOTARY PUBLIC

# EXHIBIT A

## CITIBANK CARD AGREEMENT

This Agreement and the folder containing the card are your Citibank Card Agreement. The folder contains important account information, including the annual percentage rate and an indication whether there is a membership fee. Please read and keep both the folder and this Agreement for your records. To simplify the rest of this Agreement for you, the following definitions will apply. The words "you", "your" and "yours" mean the person responsible for this Agreement, to whom we direct the billing statement. The word "card" means one or more cards which we have issued with your account number. The words "we", "us" and "our" mean Citibank (South Dakota), N.A. The words "Citibank checks" mean one or more checks that we may provide to access your Citibank card account. This Agreement is binding on you unless you cancel your account within 30 days after receiving the card and you have not used or authorized use of your account.

### Credit Line:

Your initial credit line appears on the folder containing the card. A portion of your credit line, called the cash advance limit, is available for cash advances. At our discretion and at any time we may change your credit line or cash advance limit. We will notify you if we do, either by mail or through the billing statement that accepts the card or by use of Citibank checks. The total amount charged on your account, including purchases, cash advances, finance charges, fees, or other charges, must always remain below your credit line.

### Using Your Account:

The card must be signed to be used. The full amount of your credit line is available to buy or lease goods or services wherever the card is honored. Your cash advance limit is available for cash at any bank or automated teller machine that accepts the card or by use of Citibank checks. The total amount charged on your account, including purchases, cash advances, finance charges, fees, or other charges, must always remain below your credit line. You may request additional cards on your account for yourself or others and you may permit another person to have a access to the card or account number. However, if you do, you are liable for all charges made by those persons. You must notify us to revoke permission for any person you previously authorized to use your account. If you tell us to revoke another person's use of your account, we may close the account and issue a new card or cards with a different account number. You are responsible for the use of each card issued on your account according to the terms of this Agreement.

### Additional Cards:

The folder containing the card indicates whether your account is subject to a membership fee. If it is, the fee is added to the purchase balance and is non-refundable unless you notify us to cancel your account within 30 days from the mailing date of the billing statement on which the fee is billed.

### Billing:

Each month we will send you a billing statement if there is activity on your account. It shows the balance, any finance charges, fees, the minimum payment, and the payment due date. It also shows your current credit line and cash advance limit, an itemized list of current charges, Citibank checks, payments and credits, a summary showing separately the purchase and cash advance balances, finance charges on each balance, and other important information. You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one mailing address.

The total outstanding balance (the amount you owe us) appears as the "New Balance" on the billing statement. To determine the New Balance, we begin with the outstanding balance on your account at the beginning of each billing period, called the Previous Balance on the billing statement. We add any purchases and cash advances and subtract any payments and credits that we receive. We then add the appropriate finance charges, fees and other applicable adjustments.

### Annual Percentage Rate for Purchases and Cash Advances:

Your ANNUAL PERCENTAGE RATE and the corresponding monthly periodic rate appear on the folder containing the card. The monthly periodic rate is the applicable annual percentage rate divided by 12. The daily periodic rate is the annual percentage rate divided by 365. The annual percentage rate may be variable. Whether or not the rate varies is indicated on the folder containing the card.

### Variable Annual Percentage Rate for Purchases and Cash Advances:

If your account has a variable ANNUAL PERCENTAGE RATE, we calculate the rate by adding the fixed percentage amount that appears on the folder containing the card to the U.S. Prime Rate published in *The Wall Street Journal* on the third Tuesday of March, June, September, and December of each year. If the third Tuesday is a holiday, we will use the Prime Rate published the next day. If more than one Prime Rate is published we may choose the highest rate. If *The Wall Street Journal* ceases publication or is published the Prime Rate, we may use the Prime Rate published in any other newspaper of general circulation, or we may substitute a similar reference rate at our sole discretion.

Any increase or decrease in the variable annual percentage rate takes effect on the first day of the billing period directly following the month in which we calculate the rate. Each time the variable annual percentage rate changes, we will apply it to any existing purchase and cash advance balances, subject to any introductory or promotional rate offer that may apply. The annual percentage rate in effect and any subsequent changes to it will appear on the billing statement. An increase in the variable annual percentage rate means you will pay a higher finance charge and perhaps a higher minimum payment. If you fail to meet the requirements of this or any other Citibank Card Agreement, we may immediately increase the variable ANNUAL PERCENTAGE RATE (including any introductory rate or promotional rate) on any existing purchase and cash advance balances to a higher rate of 12.9% plus the Prime Rate as determined above. This higher rate will not be lower than 19.8%. Your account may be eligible for the lower variable annual percentage rate on new purchases and cash advances after you have met the terms of this and any other Citibank Card Agreement for six months.

### Introductory and Promotional Rate Offers:

At our discretion, we may offer you an introductory annual percentage rate for all or a part of the purchase and/or cash advance balances. The period of time for which the introductory rate applies may be limited. Any introductory rate, the corresponding periodic rates, and the period of time during which it will affect will appear on the folder containing the card. We may also offer a promotional annual percentage rate to encourage specific transactions, such as transferring balances from accounts you have with other credit card issuers. Any introductory or promotional rate offer will be subject to the terms of the offer and this Agreement.

### Finance Charges on Purchases:

We will charge a finance charge for purchases if you did not pay the total

date as follows:

■ We start with the Previous Balance on purchases, the beginning of the billing period. For finance charge calculation purposes, the billing period begins on the Statement/Closing Date listed on the previous billing statement and varies with the number of days in the billing period.

■ On each day of the billing period we subtract payments and new purchases and fees, and make adjustments. This determines a daily balance. Unless we elect to use a later date, we add a new purchase to the balance as of the date of the purchase.

■ We total the daily balances (except for the balance on the Statement/Closing Date listed on the current billing statement), and then divide that amount by the number of days in the billing period. This determines the average daily balance, which is called the "balance subject to finance charge" on the billing statement.

■ We multiply the balance subject to finance charge by the applicable monthly purchases. The resulting amount is your FINANCE CHARGE on purchases.

■ If the purchase balance is subject to more than one rate (for example, because of purchases made during a promotional or introductory rate offer), we will separately calculate the balance subject to finance charge and the resulting finance charge in the same manner as described above.

### Finance Charges on Cash Advances:

We will charge a finance charge on cash advances from the day you make them until the day we receive payment in full as follows:

■ We start with the Previous Balance on cash advances at the beginning of the billing period. For finance charge calculation purposes, the billing period begins on the Statement/Closing Date listed on the previous billing statement and varies with the number of days in the billing period.

■ On each day of the billing period we subtract payments, add new cash advances and fees, and make adjustments. This determines a daily balance. Unless we elect to use a later date, we add cash advances to the balance as of the day they are taken.

■ We total the daily balances (except for the balance on the Statement/Closing Date listed on the current billing statement) and then divide that amount by the number of days in the billing period. This determines the average daily balance, which is called the "balance subject to finance charge" on the billing statement.

■ We multiply the balance subject to finance charge by the applicable daily periodic rate and then multiply the resulting amount by the number of days in the billing period. This resulting amount is your FINANCE CHARGE on cash advances.

■ If the cash advance balance is subject to more than one rate (for example, because of cash advances made during a promotional or introductory rate offer), we will separately calculate the balance subject to finance charge and the resulting finance charge in the same manner as described above.

### Cash Advance Transaction Fees:

For each cash advance obtained at an automated teller machine (ATM), we will add an additional FINANCE CHARGE of 2.0% of the advance, but not less than \$2. We will add this fee to the cash advance balance. The cash advance transaction fee may cause the annual percentage rate on the billing statement on which the cash advance first appears to exceed the nominal annual percentage rate.

### Minimum Finance Charge:

We assess a minimum FINANCE CHARGE of \$50 if your finance charge

for purchases or cash advances in excess of \$100. We may use amounts to either the purchase or cash advance balance at our discretion.

**Credit Balance:**

You may not maintain a credit balance on your account in excess of your assigned credit limit. We will return to you any credit amount over \$100 if the amount has been on your account longer than three months. You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges billed to your account.

**Security Interest for Secured Accounts:**

The folder containing the card indicates if your account is a secured account. If it is, you have given us a security interest in a certificate of deposit or a savings account to secure repayment of your account. If you withdraw your funds from the certificate of deposit or savings account, we will close your card account.

**Charges Made in Foreign Currencies:**

FOR VISA<sup>®</sup> ACCOUNTS: If a charge is incurred in a foreign currency, Visa International will convert the charge into a U.S. dollar amount using its most recently published procedures set forth in its Operating Regulations in effect at the time the transaction is processed. Currently, those regulations provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by an international reimbursement rate. In such case, Visa relates this International reimbursement rate as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

FOR MASTERCARD<sup>®</sup> ACCOUNTS: If a charge is incurred in a foreign currency, MasterCard International, Inc. will convert the charge into a U.S. dollar amount using its most recently published conversion procedures in effect at the time the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date, increased by one percent in each case. MasterCard retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

**Minimum Amount Due:**

Each month you must pay a minimum amount that is the total of two figures. The first is any previous amount that is past due plus any amount in excess of your credit line. The second is the greater of the amount of your bill or finance charges or one of the following:

■ The New Balance on the billing statement if it is less than \$20; or  
■ \$20, if the New Balance is at least \$20 and not greater than \$960; or  
■ if the New Balance exceeds \$960, 1/18 of the New Balance (rounded down to the nearest dollar).

You must pay at least the minimum amount due each month, but you may pay more at any time without a penalty. If you pay more than the minimum, we will allocate the excess amount to the purchase or cash advance balance at our discretion. The sooner you pay us your New Balance, the less you will pay in finance charges. We may also allow you to skip a payment. If we do, we will notify you on the billing statement if you choose to skip a payment when offered, we will continue to assess finance charges.

**Payments:**  
Do not send cash payments. We can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements.

without losing any of our rights under this Agreement. There may be a delay of up to five days in crediting a payment if it is received at an address other than the address provided on the billing statement. You must pay us in U.S. dollars drawn on funds on deposit in the United States. However, we reserve the right to accept payments made in foreign currency. If we do, we will charge a currency conversion fee based upon the conversion rates existing at the time of conversion.

**Over-the-Credit Line Fee:**

We will add a \$20 fee to the purchase balance for each billing period that the New Balance exceeds your credit line.

**Late Fee:**

We will add a \$20 fee to the purchase balance for each billing period you fail to make the minimum payment by its due date.

**Returned Payment Fee:**

We will add a \$20 fee to the purchase balance when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we will assess this fee the first time your check is not honored, even if it is paid upon resubmission.

**Citibank Checks:**

Citibank checks may be used to purchase goods and services or to obtain cash up to the amount of your available cash advance limit unless that amount will cause the balance to exceed your credit line. We will treat Citibank checks as a cash advance and charge them against your cash advance limit. Each Citibank check must be in the form we have issued and must be used according to any instructions we give you. Citibank checks may be used only by the person whose name is printed on them. Citibank checks may not be used to pay any amount owed to us under this or any other Citibank Card Agreement. We will not certify any Citibank checks, nor will we return paid Citibank checks.

**Returned Citibank Check Fee:**

We will add a \$20 fee to the cash advance balance if we decline to honor a Citibank check. Among the reasons for our decline are that the check would cause the balance to exceed your cash advance limit or credit line, that you are in default, that you did not comply with our instructions regarding the check, that your account has been closed, or that the card has expired.

**Stop Payment Fee:**

We will add a \$20 fee to the cash advance balance when payment of a Citibank check is stopped at your request. You may stop payment on a Citibank check by notifying us in writing at P.O. Box 6500, Sioux Falls, South Dakota 57117 or by calling us at the telephone number listed on the billing statement. If you call, you must confirm the call in writing within 14 days. A written stop payment order will remain in effect for six months unless renewed in writing.

Once a charge is made through the use of the card or account number we cannot "stop payment" on the charge. If there is a dispute involving a charge on your account, please refer to the section entitled "What To Do If There's An Error In Your Bill."

**Lost or Stolen Cards, Account Numbers or Citibank Checks:**

If any card, account number or Citibank check is lost or stolen or if you think someone used or may use them without your permission, notify us at once by calling the telephone number shown on the billing statement or the number obtained by calling toll-free or local Directory Assistance. We may require you to provide certain information in writing to help us find out what has happened. Don't use the card or the Citibank checks after we've been notified, even if they are found or returned. You may be liable for unauthorized use of the card, but not for more than \$50. You won't be liable for any unauthorized purchases or cash advances made after we've been notified of the loss, or the theft; however, you must identify for us the changes on the billing statement that were not made by you, or someone authorized by you, and from which you received no benefit.

**Default:**

You are in default if you fail to pay the minimum payment listed on each billing statement on time, file for bankruptcy, exceed your credit line without our permission, or default on any other Citibank Card Agreement. If you are in default, we may close your account and demand immediate payment of the full balance. If you have given us a security interest in a savings account or certificate of deposit, we may use the deposit amount to pay any amount you owe us. But of course, you don't want this to happen. Call us first and let us try to help you.

**Collection Costs:**

If we have to refer collection of your account to a lawyer (who is not our salaried employee), to the extent permitted by law you will have to pay our attorney's fee plus court costs or any other fees. If we sue to collect and you win, we will pay your reasonable legal fees and court costs.

**Customer Privacy:**

We will not sell information about you or your account to non-Citibank companies. On occasion, however, we will allow certain companies to offer specially selected products and services to you through the mail or by telephone. These companies will not be allowed to retain any information about you or your account unless you agree to purchase their product or service. If you do not want to receive these offers, write or call us at the address or telephone number listed on the billing statement. Be sure to include your name, address, and account number. We will remind you at least once each year of your right to be excluded from these offers.

**Telephone Monitoring:**  
From time to time we may monitor telephone calls regarding your account with us to assure the quality of our service.

**Information Reporting:**

We may report your performance under this Agreement to credit reporting agencies, including your failure to make minimum payments on time. A negative credit report may significantly harm your ability to obtain credit from other sources. We may also obtain follow-up credit reports on you (for example, when we review your account for a credit line increase). We may exchange information about you or your account with our Citicorp affiliates, and our Citicorp affiliates may perform certain customer service and processing functions for your account. Otherwise, no one else will be given information about your account without your permission or proper legal authority. We will try to notify you by telephone or by mail of any legal process served on us in order to give you an opportunity to object to it, unless the law prohibits the notice.

**Correcting Your Credit Report:**

If you think we reported erroneous information to a credit reporting agency or wish to learn the names of the agencies we contacted, write us at the address listed on the billing statement. We will promptly investigate the matter, and if our investigation shows you are right, we will contact each credit reporting agency to whom we reported and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone and instruct you how to submit a statement of your position to

Item.

### Closing Your Account:

You may close your account at any time by notifying us in writing. However, you remain responsible to pay the balance according to the terms of this Agreement. We may close your account or suspend your account privileges or Citibank checks at any time without prior notice. We may also issue a different card, account number, or different checks at any time. You must return the card or the Citibank checks to us upon request.

### Refusal of the Card:

We are not responsible if we do not approve a purchase or cash advance on your account, or if a third party refuses to accept or honor the card, even if you have sufficient credit available. We may limit the number of purchases or cash advances which may be approved. In one day, if we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify the activity. We may approve purchases or cash advances which cause the balance to exceed your credit line without waiving any of our rights under this Agreement.

### Changing this Agreement:

We can change this Agreement, including all fees and the annual percentage rate, at any time. However, if the change will cause a fee, rate or minimum payment to increase, we will mail you written notice at least 15 days before the beginning of the billing period in which the change becomes effective. If you do not agree to the change, you must notify us in writing within 25 days after the effective date of the change and pay us the balance, either at once or under the terms of the unchanged Agreement. Otherwise, the change will be binding on you. Use of the card after the effective date of the change shall be deemed acceptance of the new terms, even if the 25 days have not expired.

### Delay in Enforcement:

We may need time to look into certain matters and can delay enforcing our rights under this Agreement without losing them.

### Applicable Law:

The terms and enforcement of this Agreement shall be governed by federal law and the law of South Dakota, where we are located.

### For Further Information:

Call us at the telephone number shown on the front of the billing statement. You can also call toll-free or local Directory Assistance to get our telephone number.



Thomas W. Jones  
President & CEO

Citibank (South Dakota), N.A.

P.O. Box 6000  
Sioux Falls, SD 57117

1990 Citibank (South Dakota), N.A.

### What To Do If There's An Error In Your Bill.

Your Billing Rights. Keep This Notice For Future Use.

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

### Notify Us in Case of Errors or Questions About Your Bill.

If you think your billing statement is wrong, or if you need more information about a transaction on your billing statement, write to us (on a separate sheet) at the address shown on the front of your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first billing statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

#### ■ Your name and account number.

#### ■ The dollar amount and date of the suspected error.

If you need more information, describe the item you are not sure about.

#### ■ Please sign your letter.

#### Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe your billing statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report your account as delinquent. We can continue to charge you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your balance that are not in question.

If we find that we made a mistake on your billing statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 25 days telling us that you still refuse to pay, we must report that you are disputing your balance. And, we must tell you the name and address of anyone to whom we reported your account information. We must tell anyone to whom we report that the matter has been settled between us when it is finally settled.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your billing statement was correct.

**Special Rule for Credit Card Purchases.**  
If you have a problem with the quality or property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

■ You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current address; and

■ The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services. A claim under this special rule may not exceed the amount actually billed to your account and does not apply to purchases made outside the United States.



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3358129

VALERIE ROSENBLUTH PARK, ESQUIRE  
Attorney I.D. #72094  
PARK LAW ASSOCIATES, P.C.  
25 E. State Street  
Doylestown, PA 18901  
(215) 348-5200  
ATTORNEY FOR PLAINTIFF

CITIBANK (South Dakota) N.A.	:	CLEARFIELD COUNTY
Plaintiff	:	COURT OF COMMON PLEAS
VS.	:	
JUDITH KAY HOLLIS	:	
Defendant	:	NO. 2000-1594-CD

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly discontinue the above captioned matter without prejudice upon payment of your costs.

PARK LAW ASSOCIATES, P.C.

BY: 

VALERIE ROSENBLUTH PARK, ESQUIRE  
ATTORNEY FOR PLAINTIFF

**FILED**

MAR 19 2001

William A. Shaw  
Prothonotary

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William A. Shaw  
Prothonotary

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IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**Citibank (South Dakota) N.A.**

**Vs.**  
**Judith Kay Hollis**

**No. 2000-01594-CD**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on 03/19/01 marked:

Discontinue without Prejudice.

Record costs in the sum of \$80.00 have been paid in full by Atty V. Rosenbluth Park.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 19th day of March A.D. 2001.



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William A. Shaw, Prothonotary