

01-1785-CD
CITIBANK (SOUTH DAKOTA) N.A. -vs- LEO D. BUSH, JR.

VALERIE ROSENBLUTH PARK, ESQUIRE
Attorney I.D. #72094
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ATTORNEY FOR PLAINTIFF

CLEARFIELD COUNTY COURT OF COMMON PLEAS

CITIBANK (SOUTH DAKOTA) N.A.

FILED

OCT 29 2001

William A. Shaw
Prothonotary

Plaintiff

VS.

LEO D. BUSH, JR.

Defendant

NO. 01-1785-CO

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
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PARK LAW ASSOCIATES, P.C.
25 EAST STATE STREET, P.O. BOX 1779
DOYLESTOWN, PA 18901
(215) 348-5200
ATTORNEY FOR PLAINTIFF
ACT#:4128003374256462

CLEARFIELD COUNTY COURT OF COMMON PLEAS

CITIBANK (SOUTH DAKOTA) N.A.
7920 NW 110TH ST.
KANSAS CITY, MO 64153

PLAINTIFF

VS

LEO D. BUSH, JR.
310 W. FRONT STREET
CLEARFIELD, PA 16830-1535

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 7920 NW 110TH ST., KANSAS CITY, MO 64153.

2. The Defendant is LEO D. BUSH, JR., with a place of residence located at 310 W. FRONT STREET CLEARFIELD, PA 16830-1535.

COUNT I - CONTRACT

3. At the request of the Defendant, Plaintiff issued to Defendant a credit card, account 4128003374256462; and at all times relevant

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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 08/16/2001, the Defendant had incurred charges in the sum of \$3,379.78. Defendant may be entitled to payments made after 08/16/2001 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 07/06/2001.

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 \$844.00.

WHEREFORE, Plaintiff demands judgment against the defendant in the sum of \$3,379.78 plus attorney's fees of \$844.00 plus interest from 07/06/2001 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.

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ALTERNATIVE COUNT I

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 \$3,379.78 plus attorney's fees of \$844.00 plus interest from 07/06/2001 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.

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AFFIDAVIT

STATE OF MISSOURI
COUNTY OF PLATTE, TO-WIT:

On this 26 day of JULY, 2001, came before me, a Notary Public in the jurisdiction aforementioned, CHRIS COMO, who, after being duly sworn, deposes as follows:

I, CHRIS COMO, 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. 4128003374256462; that the defendant signed an Application for Credit which forms the basis for this account; that

Leo D Bush Jr 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 \$ 3379.78; that demand has been made upon Leo D Bush Jr for payment of this amount; that Leo D Bush Jr 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,

Leo D Bush Jr, 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 Chris Como
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 26 day of JULY, 2001, by CHRIS COMO, 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 26 day of JULY, 2001.
My commission expires:

JAYE LEWIS
NOTARY PUBLIC

Notary Public - Notary Seal
State of Missouri
Clay County
My Appt. Expires June 05, 2005

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 card 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. 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 you may permit another person to have access to the card or account number. 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 such 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 listed.

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 advances balances, finance charges on each balance, and other important information. You must notify us of a change in your address by connecting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one mailing address.

The Total Outstanding

(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 and daily periodic rates 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 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 which we calculate 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 12.87% plus the Prime Rate as determined above. This higher rate will not be lower than 18.75%. 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 purchases under 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 is in effect will appear on the folder containing the card. We may also offer you a promotional annual percentage rate to encourage specific transactions, such as transferring balances from accounts you have with other credit card or other and this Agreement. 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

New Balance Based on the New Billing Statement

up our payment due 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, add new purchases and fees, and make adjustments. This determines a daily balance. (This 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 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 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.

- 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 by the applicable monthly periodic rate.

- 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.

- 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.

- 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.

Cash Advance Transaction Fee:

For each cash advance obtained at an automated teller machine (ATM), through a Citibank check or at a financial institution (without using an ATM), we will add an additional FINANCE CHARGE of 2.00% 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 use a minimum FINANCE CHARGE of \$3.50 if your finance charge

for purchases or cash advances or may retain the amount so either that 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 \$1,000 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 listed 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 USA 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, these 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 refundment rate in effect. Visa retains this International 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 limit. 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 \$950; or
• If the New Balance exceeds \$950, 1/16 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 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 may 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 cash 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 do, 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."

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 let you in writing or by telephone and instruct you how to submit a statement of your position to

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 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 Citibank affiliates and our Citibank associates 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.

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 do so 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 require 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 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
Citibank (South Dakota), N.A.
P.O. Box 6000
Sioux Falls, SD 57117

1998 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.

How to Use This Notice of Errors or Disputes 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 last 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 your account information. We must tell anyone finally settled.

If we don't follow these rules, we can't collect the first \$20 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 made 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.

CITIBANK[®]

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

FILED

OCT 29 2001

John M. Glatch Park
William A. Shaw
Prothonotary
P.O. \$80.00

Ice Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11701

CITIBANK (SOUTH DAKOTA) N.A.

01-1785-CD

VS.

BUSH, LEO D. JR.

COMPLAINT

SHERIFF RETURNS

**NOW NOVEMBER 1, 2001 AT 3:00 PM EST SERVED THE WITHIN COMPLAINT
ON LEO D. BUSH, JR., DEFENDANT AT RESIDENCE, 310 W. FRONT ST.,
CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LEO D.
BUSH JR., A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND
MADE KNOWN TO HIM THE CONTENTS THEREOF.**

SERVED BY: COUDRIET

Return Costs

Cost	Description
20.00	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

NOV 21 2001

**William A. Shaw
So Answers, Prothonotary**

Sworn to Before Me This

21st Day Of Nov. 2001
W.D.

*Chester A. Hawkins
by Marilyn Harris ERS*

**Chester A. Hawkins
Sheriff**

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

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

CITIBANK (SOUTH DAKOTA) N.A., *
Plaintiff *

VS * No. 01-1785-CD *

LEO D. BUSH, JR., *
Defendant *

* Type of Case: Civil *

* *

* *

* *

* *

* *

* *

* *

* Filed on Behalf of:

* Defendant, Leo D. Bush, Jr.

* *

* *

* *

* Counsel of Record for this Party:

* CHRIS A. PENTZ, Esquire

* *

* Supreme Court I.D. # 39232

* 211 1/2 East Locust Street

* P.O. Box 552

* Clearfield, PA 16830

* 814 / 765-4000

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FILED

DEC 07 2001

5/11/2001
William A. Shaw
Prothonotary

1 CERT TO ATTY

ES
REB

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

DEC 07 2001

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

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

CITIBANK (SOUTH DAKOTA) N.A., *
Plaintiff *
*
vs * No. 01-1785-CD
*
LEO D. BUSH, JR., *
Defendant *

ANSWER

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.

COUNT 1 - CONTRACT

3. Paragraph 4 is admitted
4. Paragraph 4 is denied. After reasonable investigation the Defendant is without sufficient knowledge or information to form a belief as to the averment.

5. Paragraph 5 is denied. The Defendant believes and therefore avers that charges were not made in the amount of \$3,379.78 and strict proof thereof is required at trial.

6. Paragraph 6 is denied. The answer set forth in Paragraph 4 above is incorporated herein by reference as if set forth in full.

7. Paragraph 7 is denied. The answer set forth in Paragraph 4 above is incorporated herein by reference as if set forth in full.

WHEREFORE, the Defendant demands judgement in his favor.

ALTERNATIVE COUNT 1

8. Defendant hereby incorporates Paragraphs 1 through 7 above by reference as if set forth in full.

9. Paragraph 9 is admitted.

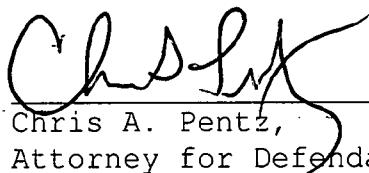
10. Paragraph 10 is admitted.

11. Paragraph 11 is denied. The answer set forth in Paragraph 5 above is incorporated herein and by reference as if set forth in full.

12. Paragraph 12 - No answer required due to it being a conclusion of law.

WHEREFORE, Defendant demands judgement in his favor.

Respectfully submitted,



Chris A. Pentz,
Attorney for Defendant

VERIFICATION

I, Leo D. Bush, Jr., verify that the statements made in this Answer are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

12-5-01

Date

X Leo D. Bush, Jr.

Leo D. Bush, Jr.

William A. Shaw
Draughtsman

DEC 07 2001

FILED

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

CITIBANK (SOUTH DAKOTA) N.A.,
Plaintiff

Plaintiff

vs

* No. 01-1785-C.D.

LEO D. BUSH,

Defendant

* Type of Case: Civil

* **Type of Pleading:** Certificate of

* Filed on Behalf of: Defendant

* Counsel of Record for this Party:

* CHRIS A. PENTZ, Esquire

* Supreme Court I.D. # 39232
* 211 ½ East Locust Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

FILED

APR 08 2002

William A. Shaw
Prothonotary

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

CITIBANK (SOUTH DAKOTA) N.A.,
Plaintiff

vs * No. 2001-1785-C.D.

LEO D. BUSH,
Defendant

CERTIFICATE OF SERVICE

This is to certify that Defendant's Response to
Request for Admissions was served upon:

Attorney Valerie Rosenbluth
P. O. Box 1779
Doylestown PA 18901

Service was made from the U.S. Post Office, Clearfield PA 16830
by regular mail, postage prepaid.

Service was made the 25th day of March, 2002.



Chris A. Pentz
Attorney for Defendant

FILED
O 3:43 Q
APR 08 2002
NO CC
604
KAF
William A. Shaw
Prothonotary

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

CITIBANK (SOUTH DAKOTA) N.A.,
Plaintiff

vs

* No. 01-1785-C.D.

LEO D. BUSH,
Defendant

* Type of Case: Civil

* Type of Pleading: Certificate of
Service

* Filed on Behalf of: Defendant

* Counsel of Record for this Party:

* CHRIS A. PENTZ, Esquire

* Supreme Court I.D. # 39232
* 211 1/2 East Locust Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

FILED

APR 12 2002

01337/nccc
William A. Shaw
Prothonotary

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

*
CITIBANK (SOUTH DAKOTA) N.A.,
Plaintiff

*

*
vs

* No. 2001-1785-C.D.

*

LEO D. BUSH,
Defendant

*

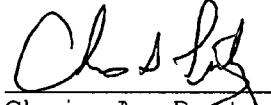
CERTIFICATE OF SERVICE

This is to certify that Defendant's Answer to
Interrogatories was served upon:

Attorney Valerie Rosenbluth
25 East Main Street
Doylestown PA 18901

Service was made from the U.S. Post Office, Clearfield PA 16830
by regular mail, postage prepaid.

Service was made the 12 day of April, 2002.



Chris A. Bentz
Attorney for Defendant

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

CLEARFIELD COUNTY COURT OF COMMON PLEAS

CITIBANK (SOUTH DAKOTA) N.A.
KANSAS CITY, MO 64153
Plaintiff
VS

LEO D. BUSH
Defendant

NO. 01-1785-CD

FILED

OCT 24 2003

William A. Shaw
Prothonotary/Clerk of Courts

TO THE PROTHONOTARY OF SAID COURT:

Assign the above case to a Board of Arbitrators for a hearing. The amount in controversy is \$35,000.00 or less and the case is at issue for arbitration. This case is to be tried by and notices sent to the following attorneys: (List names, addresses, telephone numbers).

Valerie Rosenbluth Park
25 E. State St.
Doylestown, PA 18901
(215) 348-5200

Chris A Pentz, Esquire
211 1/2 E Locust St, MarionBldg
Clearfield, PA 16830
814-765-4000

Companion Cases yes no

Estimated Time for Hearing 2 hours

10/1/03
Date


Attorney for Plaintiff
Valerie Rosenbluth Park

FILED No
cc
OCT 24 2003 AM 9:00
William A. Shaw
Prothonotary Clerk of Courts
Copy to c|A

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

CLEARFIELD COUNTY COURT OF COMMON PLEAS

CITIBANK (SOUTH DAKOTA) N.A.

Plaintiff

VS

LEO D. BUSH

Defendant

NO. 01-1785-CD

PRAECIPE FOR JUDGMENT BY AGREEMENT

TO THE PROTHONOTARY:

Please enter Judgment in favor of the Plaintiff and against the Defendant named in the attached Praecipe for Entry of Judgment by Agreement attached hereto and made a part hereof as Exhibit "A".

AMOUNT OF CLAIM \$3,750.62

TOTAL \$3,750.62
PLUS COSTS

PARK LAW ASSOCIATES, P.C.

VALERIE ROSENBLUTH PARK, ESQUIRE
Attorney for the Plaintiff

AND NOW, _____, _____, Judgment is
entered as above.

PROTHONOTARY

FILED

MAR 25 2004

William A. Shaw
Prothonotary

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

4128003374256462

CLEARFIELD COUNTY COURT OF COMMON PLEAS

CITIBANK (SOUTH DAKOTA) N.A.
Plaintiff
VS
LEO D. BUSH
Defendant

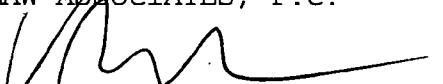
NO. 01-1785-CD

PRAECIPE FOR ENTRY OF JUDGMENT BY AGREEMENT

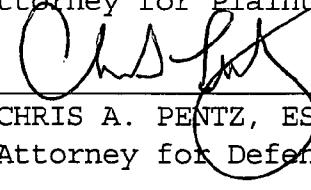
TO THE PROTHONOTARY:

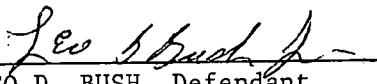
Please enter Judgment by Agreement this 12 day of
March, 2004. It is hereby agreed between the parties
that Judgment be entered in this action in favor of Plaintiff,
CITIBANK (SOUTH DAKOTA) N.A., and against Defendant, LEO D. BUSH,
for the sum of \$3,750.62

PARK LAW ASSOCIATES, P.C.

BY: 

VALERIE ROSENBLUTH PARK, ESQUIRE
Attorney for Plaintiff


CHRIS A. PENTZ, ESQUIRE
Attorney for Defendant


LEO D. BUSH, Defendant

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

CLEARFIELD COUNTY COURT OF COMMON PLEAS

CITIBANK (SOUTH DAKOTA) N.A.

Plaintiff

VS

LEO D. BUSH

Defendant

NO. 01-1785-CD

N O T I C E

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below:

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment in Possession
- Judgment on Award of Arbitration
- Judgment on Verdict
- Judgment on Court Findings
- Judgment by Agreement

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:
PARK LAW ASSOCIATES, P.C. at this telephone number: (215) 348-5200.

PROTHONOTARY:

FILED

in
2.00
MAR 25 2004
Erg
KCG

William A. Shaw
Prothonotary

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

Citibank (South Dakota) N.A.

Plaintiff(s)

No.: 2001-01785-CD

Real Debt: \$3,750.62

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Leo D. Bush Jr.

Defendant(s)

Entry: \$20.00

Instrument: Consent Judgment

Date of Entry: March 25, 2004

Expires: March 25, 2009

Certified from the record this 25th day of March, 2004

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney