

03-1638-CD  
CITIBANK SOUTH DAKOTA N.A. vs. BRIAN L. GILLEN

BURTON NEIL & ASSOCIATES, P.C.  
By: Burton Neil, Esquire  
Identification No. 11348  
26 South Church Street  
West Chester, PA 19382  
610-696-2120  
Attorney for Plaintiff

CITIBANK SOUTH DAKOTA N.A.  
7920 NW 110th Street  
Kansas City, MO

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

: NO. 03-1638-CD

BRIAN L. GILLEN  
56 Grace Street  
Ramey, PA 16671-0137

Defendant

: CIVIL ACTION - LAW

**COMPLAINT  
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 (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claim set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED OR NO FEE.**

LAWYER REFERENCE AND  
INFORMATION SERVICE  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641

**FILED**

**NOV 03 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

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**Complaint**

1. The plaintiff is Citibank South Dakota N.A., with place of business located at 7920 NW 110th Street, Kansas City, Missouri.

2. The defendant is BRIAN L. GILLEN, who resides at 56 Grace Street, Ramey, CLEARFIELD County, Pennsylvania.

3. At the defendant's request, plaintiff issued the defendant a credit card with account number 5410654641350415 for the defendant's use in making credit purchases and securing cash advances subject to the terms and conditions governing the use of the credit card. Attached hereto, made a part hereof and marked Exhibit A is a true and correct copy of the terms and conditions.

4. The defendant accepted the credit card and the terms and conditions governing its use for the purchase of goods, merchandise and services and/or for cash advances from vendors who accepted plaintiff's credit card. In using the credit card, the defendant agreed to comply with the terms and conditions governing its use which included the obligation to pay plaintiff for all charges made in full upon receipt of the statement or in installments subject to monthly finance charges.

5. The defendant utilized the credit card by making/obtaining purchases of goods, merchandise and services and/or cash advances from vendors who accepted the credit card. Monthly statements were sent to the defendant which detailed the charges made to the account including finance charges, late and/or, over limit charges. The balance due for the charges made by the defendant including any

finance charges, late or over limit charges is \$5,150.02.

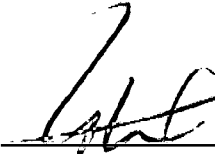
6. Defendant did not pay the balance due in full upon receipt of the billing statements and failed to make the required minimum monthly payment set forth in the billing statement. As such, defendant is in default of the terms and conditions governing the use of the credit card.

7. Although demand has been made by plaintiff upon defendant to pay the sum of \$5,150.02, the defendant failed and refused to pay all or any part thereof.

8. Plaintiff alleges it is entitled to recovery of its attorneys fees from defendant pursuant to the terms and conditions governing the account. Plaintiff's counsel is not a salaried employee of Citibank South Dakota N.A.. Plaintiff seeks recovery of attorneys fees in the sum of \$1,168.50.

WHEREFORE, plaintiff demands judgment against the defendant in the sum of \$5,150.02, attorneys fees in the sum of \$1,168.50 and the costs of this action.

BURTON NEIL & ASSOCIATES, P.C.

By:   
\_\_\_\_\_  
Burton Neil, Esquire  
Attorney for Plaintiff

In making this communication, we advise our firm is a debt collector.

## Citibank Card Agreement

This agreement and the accompanying letter are your Citibank Card Agreement. The letter contains important account information, including the annual percentage rate and the amount of any membership fee. Please read and keep both the letter and this Agreement for your records. 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.

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 *authorized user* mean any person to whom you give permission to use your account. The words *Citibank checks* mean one or more checks that we may provide for you to obtain a cash advance. The words *Balance Transfer checks* mean one or more checks that we may provide for you to obtain a balance transfer. Balance transfers will be treated as purchases for all purposes, except as otherwise described in this Agreement.

### Using Your Account and Your Credit Line:

The card must be signed to be used. Your initial credit line appears on the accompanying letter. 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 sent either before or after the changes take effect. You may request a change to your credit line or cash advance limit by contacting Customer Service by telephone or mail.

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 through any bank or automated teller machine that accepts the card or by using Citibank checks. The total amount charged on your account, including purchases, balance transfers, cash advances, finance charges, fees, or other charges, must always remain below your credit line. However, if that total amount exceeds your credit line you must still pay us. Your card must only be used for lawful transactions.

### 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. However, if you do, you must pay us for all charges made by those persons, including charges for which you may not have intended to be responsible. 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 accompanying letter 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:

Your billing statement 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, and finance charges assessed on each balance; and other important information. If you default under this Agreement, we may, in our sole discretion, stop sending you billing statements if we deem your account uncollectible or if we institute delinquency collection proceedings by sending it to an outside collection agency or attorney for collection.

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.

### How We Determine the Balance:

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 and fees and make other applicable adjustments.

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

Your annual percentage rates and any corresponding daily or monthly periodic rates appear on the accompanying letter. A daily periodic rate is the applicable annual percentage rate divided by 365. A monthly periodic rate is the applicable annual percentage rate divided by 12. Whether or not an annual percentage rate is variable is indicated on the accompanying letter. Please see the section entitled "Variable Annual Percentage Rates for Purchases and Cash Advances" for details relating to how these rates may change, including if you default under any Citibank Card Agreement.

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

If the annual percentage rate for purchases is based on the U.S. Prime Rate plus a margin, we will calculate the rate by adding the applicable margin to the U.S. Prime Rate published in *The Wall Street Journal*. Whether or not the U.S. Prime Rate is reviewed on a quarterly or monthly basis is indicated on the accompanying letter. If it is reviewed quarterly, it is reviewed on the third Tuesday of March, June, September, and December of each year. If the third Tuesday is a holiday, we will use the U.S. Prime Rate published the next day. If it is reviewed monthly, it is reviewed on the last business day of each month. If more than one U.S. Prime Rate is published, we may choose the highest rate. If *The Wall Street Journal* ceases publication or to publish the U.S. Prime Rate, we may use the U.S. Prime Rate published in any other newspaper of general circulation, or we may substitute a similar reference rate at our sole discretion. Each time the annual percentage rate changes, we will apply it to any existing balances, subject to any promotional rate that may apply.

In addition, the annual percentage rate for purchases and cash advances may vary if you default under any Citibank Card Agreement because you fail to make a payment to us or any other creditor when due, you exceed your credit line, or you make a payment to us that is not honored by your bank. In such circumstances, we may increase the ANNUAL PERCENTAGE RATE (including any promotional rate) on all balances to a higher rate of up to the rate indicated on the accompanying letter. Factors considered in determining this higher rate may include the length of time the account has been open, the existence, seriousness, and timing of Citibank Card Agreement defaults, and other indications of account usage and performance. Your account may again become eligible for a lower annual

percentage rate on new purchases, new cash advances, or both after you have met the terms of all Citibank Card Agreements for six months. Your existing balances will remain subject to the higher rate until they are paid in full.

Any increase or decrease in a variable annual percentage rate takes effect on the first day of the billing period directly following the month in which we calculate the rate. 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.

**Promotional Rate Offers:**

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

**Finance Charges:**

Finance charges will begin to accrue from the date of the transaction for purchases and continue to accrue until payment in full is credited to your account. However, if you paid the total New Balance, if any, listed on the last billing statement by the payment due date on that statement you will have until the payment due date on your current statement to pay your total New Balance to avoid imposition of finance charges on purchases. For cash advances and balance transfers, finance charges will begin to accrue from the date of the transaction and continue to accrue until payment in full is credited to your account.

**We will calculate finance charges as follows:**

-We figure a portion of the finance charge on your account by multiplying the daily balance for purchases and the daily balance for cash advances by the applicable daily periodic rate and adding together any such finance charges for cash advances for each day in the billing period.

-For finance charge calculation purposes, the billing period begins on the day after the Statement/Closing Date of the previous billing period and

includes the Statement Closing Date of the current billing period. The number of days in the billing period may vary.

-To calculate the daily balances, we take the beginning balance for purchases and the beginning balance for cash advances each day, add any new transactions, fees, and any finance charge on the previous day's balance, subtract any payments or credits, and make other adjustments. Unless we elect to use a later date, we add a new purchase to the purchase balance as of the date of the purchase and a new cash advance to the cash advance balance on the date of the advance. A credit balance is treated as a balance of zero.

-The balance subject to finance charge for purchases and for cash advances on the billing statement are each the average of the respective daily balances during the billing period. If you multiply these figures by the number of days in the billing period and by the applicable daily periodic rates, the results will be the periodic finance charges assessed, except for minor variations caused by rounding.

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

**Special Finance Charge Calculation Method for Certain Cardmembers:**  
If the calculation method on your account is listed on the front of your statement or in the accompanying letter as "Monthly" for purchases and "Daily (F)" for Advances, we use the calculation methods described below instead of those described in the previous section.

-We figure a portion of your finance charge on purchases by multiplying the monthly periodic rate by the balance subject to finance charge for purchases (including new purchases and balances you transfer from others). We figure a portion of your finance charge on advances by multiplying the daily periodic rate by the number of days in the billing period and then applying the result to the balance subject to finance charge for advances (including new advances).

-To get the balances subject to finance charge for purchases and for cash advances we take the beginning balance for purchases and the beginning balance for cash advances each day (including finance charges imposed in previous billing periods), add any new transactions and fees, subtract any

payments or credits, and make other adjustments. This gives us the daily balance. We add up all the daily balances for the billing period (except the balances on the Statement Closing Date) and divide by the total number of days in the billing period. This gives us the balances subject to finance charge for purchases and for cash advances.

-For finance charge calculation purposes, the billing period begins on the day after the Statement Closing Date of the previous billing period and includes the Statement Closing Date of the current billing period. The number of days in the billing period may vary.

-Unless we elect to use a later date, we add a new purchase to the balance as of the date of the purchase and a new cash advance as of the date of the advance.

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

#### **Transaction Fee for Balance Transfers:**

You have obtained a balance transfer if you transfer a balance from others by means other than a Citibank check, or you obtain funds through a Balance Transfer check. If your account is subject to transaction fees for balance transfers, the accompanying letter will so indicate. If so, to each balance transfer we add an additional finance charge as indicated on the accompanying letter. This fee will be added to the purchase balance. The balance transfer transaction fee may cause the annual percentage rate on the billing statement on which the balance transfer first appears to exceed the nominal annual percentage rate.

#### **Transaction Fee for Cash Advances:**

You have obtained a cash advance if you obtain funds from an automated teller machine (ATM); through a Citibank check, through home banking, or through a financial institution; make a wire transfer; acquire a money order, traveler's check, lottery ticket, betting or casino chip, or similar item; or engage in another similar transaction. We may add an additional finance charge to the cash advance balance for each cash advance. The accompanying letter describes any such additional finance charges, which

may be subject to a minimum or a maximum amount. (The amount of the cash advance may include a surcharge that the ATYI owner imposes.) 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:

If finance charges based on periodic rates are being added to your account, but the total of such finance charges for purchases and cash advances is less than \$ .50, we assess a minimum FINANCE CHARGE, based on periodic rates, of \$ .50. We add the amount to the purchase balance, unless the finance charge applicable to the purchase balance is zero, in which case we add the amount to the cash advance balance.

#### 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 \$1.00 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 accompanying letter indicates if your account is a secured account. If it is, you have given us a security interest in a Citibank Certificate of Deposit to secure repayment of your account. If you withdraw your funds from the Certificate of Deposit, we will close your card account.

#### Transactions Made in Foreign Currencies:

If a transaction is made in a foreign currency, we and Visa International or MasterCard International, depending on which card is used, will convert the transaction into a U.S. dollar amount. Visa and MasterCard will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate they use is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. Visa and MasterCard increase this conversion rate by one percent and this increase. We increase the conversion rate provided to us by Visa or MasterCard by two percent and keep this increase. The currency conversion rate calculated in this manner

that is 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 the amount that appears on the accompanying letter.

You must pay at least the minimum amount by the payment due date, but you may pay more at any time without a penalty. We will allocate payments to amounts owed on your account at our discretion. This includes but is not limited to, applying payments to promotional balances, such as balances you obtain by using Balance Transfer checks, before we apply such payments to your other purchase or cash advance balances. 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. If you choose to skip a payment when offered, we will continue to assess finance charges.

#### Payments

Instructions for making payments are on your billing statement. 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 or if the payment is not made in accordance with any of our other instructions. You agree to pay us in U.S. dollars drawn on funds on deposit in the United States using a payment check, similar instrument, or automatic debit that will be processed and honored by your bank. We reserve the right to accept payments made in foreign currency. If we do, we will select the effective currency conversion rate at our discretion and credit your account in U.S. dollars.

#### Over-the-Credit Line Fee

We may add a fee to the purchase balance for each billing period that the New Balance exceeds your credit line. If we do, the amount of this fee appears on the accompanying letter.



#### Late Fee

We may add a fee to the purchase balance for each billing period you fail to make the minimum payment by its due date. If we do, the amount of this fee appears on the accompanying letter.

#### Returned Payment Fee

We may add a 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. If we do, the amount of this fee appears on the accompanying letter. At our option, we will assess this fee the first time your check is not honored, even if it is honored 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.

#### Balance Transfer Checks:

Balance Transfer checks may be used to transfer balances from others or to obtain funds up to the amount of your available credit line. Each Balance Transfer check must be in the form we have issued and must be used according to any instructions we give you. Balance Transfer 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 Balance Transfer checks, nor will we return paid balance Transfer checks.

#### Returned Citibank Check Fee

We may add a fee to the cash advance balance if we decline to honor a Citibank check. If we do, the amount of this fee appears on the accompanying letter. We may decline to honor such checks if, for example, the amount of the check would cause the balance to exceed your cash advance limit or credit line, if you default, if you did not comply with our

instructions regarding the check. If your account has been closed, or if the card has expired.

#### Stop Payment Fee

We will add a \$29 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 PO 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 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 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-Citicorp 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 those agencies. Your statement will become a part of your credit record with them.

#### 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 reissue 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 laws 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.  
PO Box 6000

Sioux Falls, SD 57117

1996 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.

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 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 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.



## Notice of Change in Terms to Your Citibank Card Agreement

Effective on the day after the Statement/Closing Date<sup>1</sup> indicated on your May 2000 billing statement, we are amending your existing Citibank Card Agreement to add certain new provisions and substitute other provisions for the corresponding ones. When applicable, these changes will appear starting on your June 2000 billing statement. We encourage you to read this notice and save it for future reference.

### Variable Annual Percentage Rates for

#### Purchases and Cash Advances:

If the annual percentage rate for purchases is based on the U.S. Prime Rate plus a margin, we will calculate the rate by adding the margin applicable to your account to the Prime Rate published in *The Wall Street Journal* on the last business day of each month. 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. Each time the annual percentage rate changes, we will apply it to any existing balances, subject to any promotional rate that may apply.

In addition, the annual percentage rate for purchases and cash advances may vary if you default under any Citibank Card Agreement because you fail to make a payment to us or any other creditor when due, you exceed your credit line, or you make a payment to us that is not honored by your bank. In such circumstances, we may increase the ANNUAL PERCENTAGE RATE (including any promotional rate) on all balances to a higher rate of up to 14.99% plus the Prime Rate, currently up to 23.74%. Factors considered in determining this higher rate may include the length of time the account has been open, the existence, seriousness, and timing of Citibank Card Agreement defaults, and other indications of account usage and performance. Your account may again become eligible for a lower annual percentage rate on new purchases, new cash advances, or both after you have met the terms of all Citibank Card Agreements for six months. Your existing balances will remain subject to the higher rate until they are paid in full.

#### Transaction Fee for Balance Transfers:

You have obtained a balance transfer if you transfer a balance from others by means other than a Citibank check, or you obtain funds through a Balance Transfer check. To each balance transfer we add an additional **FINANCE CHARGE** of 3.0% of the balance transfer, but not less than \$5 or more than \$50. This fee will be added to the purchase balance with the balance transfer. The balance transfer transaction fee may cause the annual percentage rate on the billing statement on which the balance transfer first appears to exceed the nominal annual percentage rate.

#### Late Fee:

We will add a late fee to the standard purchase balance for each billing period you fail to make the minimum payment by its due date. This late fee will be: \$15 on balances up to \$100, \$25 on balances of \$100 up to \$1000, and \$35 on balances of \$1000 and over.

#### Non-Acceptance Instructions:

If you do not wish to accept these changes, you must notify us in writing within **28 days after the Statement/Closing date indicated on your August billing statement** stating your non-acceptance. Include your name, address, and account number and mail to: Customer Service Center, P.O. Box 44121, Jacksonville, Florida, 32231-4121. If you notify us that you do not accept these new terms, you can continue to use your card(s) under your existing terms until the end of your current membership year or the expiration date on your card(s), whichever is later. At that time your account will be closed and you will be able to pay off your remaining balance under your current terms.

For more detailed information about your current terms, please refer to your Citibank Card Agreement as amended by any prior change in terms notices.

P070105  
07/2001

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Member FDIC

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## Notice of Change in Terms to Your Citibank Card Agreement

Effective on the day after the Statement/Closing Date indicated on your August 2001 billing statement, we are amending your Citibank Card Agreement to substitute the following provisions regarding the default rate, the transaction fee for balance transfers, and the late fee for the corresponding ones in your existing Citibank Card Agreement. When applicable, these changes will appear on your September 2001 billing statement. We encourage you to read this notice and save it for future reference.

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

The annual percentage rate for purchases and cash advances may also vary if you default under any Citibank Card Agreement because you fail to make a payment to us or any other creditor when due, you exceed your credit line, or you make a payment to us that is not honored by your bank. In such circumstances, we may increase the **ANNUAL PERCENTAGE RATE** (including any promotional rate) on all balances to a default rate of up to 24.99%. Factors considered in determining this default rate may include the length of time the account has been open, the existence, seriousness, and timing of Citibank Card Agreement defaults, and other indications of account usage and performance. The increase in the variable annual percentage rate as described in this paragraph takes effect as of the first day of the billing period in which you default. Your account may again become eligible for a lower annual percentage rate on new purchases, new cash advances, or both after you have met the terms of all Citibank Card Agreements for six consecutive months. Your existing balances will remain subject to the default rate until they are paid in full.

Any increase or decrease in a variable annual percentage rate takes effect on the first day of the billing period directly following the month in which we calculate the rate. 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.

#### Transaction Fee for Balance Transfers:

You have obtained a balance transfer if you transfer a balance from any other creditor by means other than a Citibank check or you obtain funds through a Balance Transfer check. To each balance transfer we add an additional **FINANCE CHARGE** of 3.0% of the balance transfer, but not less than \$5 or more than \$29. This fee will be added to the purchase balance. The balance transfer transaction fee may cause the annual percentage rate on the billing statement on which the balance transfer first appears to exceed the nominal annual percentage rate.

For more detailed information about your current terms, please refer to your Citibank Card Agreement as amended by any prior change-in-terms notice.

**Non-acceptance Instructions:** If you do not wish to accept the above changes, you must notify us in writing within **26 days after the Statement/Closing Date indicated on your May billing statement** stating your non-acceptance. Include your name, address, and account number and mail it to: Citibank, PO Box 6025, Sioux Falls, SD 57117-6025. If you notify us that you do not accept these new terms, you can continue to use your card(s) under your existing terms until the end of your current membership year or the expiration date on your card(s), whichever is later. At that time your account will be closed and you can pay off your remaining balance under your current terms.

citi  
Citibank

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Member FDIC

P04001 4/2000

## Verification

Jennifer Sisson is an attorney management specialist for Citibank (South Dakota), N.A. and Citicorp Credit Services, Inc., wholly owned subsidiaries of Citigroup, the within Plaintiff in this action. She verifies that the statements of fact made in the foregoing Complaint are true and correct to the best of her knowledge and belief. The undersigned understands that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to the authorities.

Date: \_\_\_\_\_

Jennifer Sisson  
Jennifer Sisson

Brian L. Gillen  
84106541350415

12/26/03 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

William A. Shaw  
Deputy Prothonotary

William A. Shaw  
Prothonotary/Clerk of Courts

FILED 1cc shf  
NOV 03 2003 3:00 PM  
Any pd. 85.00

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

CITIBANK SOUTH DAKOTA, N.A.

VS.

GILLEN, BRIAN L.

COMPLAINT

Sheriff Docket # 14751

03-1638-CD

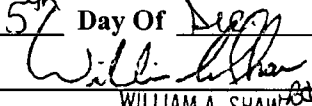
**SHERIFF RETURNS**

NOW DECEMBER 4, 2003 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT "NOT FOUND" AS TO BRIAN L. GILLEN, DEFENDANT. DEFENDANT WORKS OUT OF TOWN ONLY HOME IN THE EVENINGS.


**Return Costs**

Cost	Description
44.61	SHERIFF HAWKINS PAID BY: ATTY
10.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This

5<sup>th</sup> Day Of Dec 2003  
  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**

DEC 05 2003

William A. Shaw  
Prothonotary/Clerk of Courts



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

NOV 03 2003

BURTON NEIL & ASSOCIATES, P.C.  
By: Burton Neil, Esquire  
Identification No. 11348  
26 South Church Street  
West Chester, PA 19382  
610-696-2120  
Attorney for Plaintiff

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

CITIBANK SOUTH DAKOTA N.A.  
7920 NW 110th Street  
Kansas City, MO

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

: NO. 03-1638-CD

BRIAN L. GILLEN  
56 Grace Street  
Ramey, PA 16671-0137

Defendant

: CIVIL ACTION - LAW

### COMPLAINT 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 (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claim set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED OR NO FEE.**

LAWYER REFERENCE AND  
INFORMATION SERVICE  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641

BURTON NEIL & ASSOCIATES, P.C.

By: Burton Neil, Esquire

Identification No. 11348

26 South Church Street

West Chester, PA 19382

610-696-2120

Attorney for Plaintiff

---

CITIBANK SOUTH DAKOTA N.A.

7920 NW 110th Street

Kansas City, MO

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

BRIAN L. GILLEN

56 Grace Street

Ramey, PA 16671-0137

: NO.

Defendant

: CIVIL ACTION - LAW

**Complaint**

1. The plaintiff is Citibank South Dakota N.A., with place of business located at 7920 NW 110th Street, Kansas City, Missouri.

2. The defendant is BRIAN L. GILLEN, who resides at 56 Grace Street, Ramey, CLEARFIELD County, Pennsylvania.

3. At the defendant's request, plaintiff issued the defendant a credit card with account number 5410654641350415 for the defendant's use in making credit purchases and securing cash advances subject to the terms and conditions governing the use of the credit card. Attached hereto, made a part hereof and marked Exhibit A is a true and correct copy of the terms and conditions.

4. The defendant accepted the credit card and the terms and conditions governing its use for the purchase of goods, merchandise and services and/or for cash advances from vendors who accepted plaintiff's credit card. In using the credit card, the defendant agreed to comply with the terms and conditions governing its use which included the obligation to pay plaintiff for all charges made in full upon receipt of the statement or in installments subject to monthly finance charges.

5. The defendant utilized the credit card by making/obtaining purchases of goods, merchandise and services and/or cash advances from vendors who accepted the credit card. Monthly statements were sent to the defendant which detailed the charges made to the account including finance charges, late and/or, over limit charges. The balance due for the charges made by the defendant including any

finance charges, late or over limit charges is \$5,150.02.


6. Defendant did not pay the balance due in full upon receipt of the billing statements and failed to make the required minimum monthly payment set forth in the billing statement. As such, defendant is in default of the terms and conditions governing the use of the credit card.

7. Although demand has been made by plaintiff upon defendant to pay the sum of \$5,150.02, the defendant failed and refused to pay all or any part thereof.

8. Plaintiff alleges it is entitled to recovery of its attorneys fees from defendant pursuant to the terms and conditions governing the account. Plaintiff's counsel is not a salaried employee of Citibank South Dakota N.A.. Plaintiff seeks recovery of attorneys fees in the sum of \$1,168.50.

WHEREFORE, plaintiff demands judgment against the defendant in the sum of \$5,150.02, attorneys fees in the sum of \$1,168.50 and the costs of this action.

BURTON NEIL & ASSOCIATES, P.C.

By:   
Burton Neil, Esquire  
Attorney for Plaintiff

THE SIGNATURE ABOVE CERTIFIES THAT THIS IS A  
TRUE AND CORRECT COPY OF THE ORIGINAL FILE IN THIS CAUSE.

In making this communication, we advise our firm is a debt collector.

## Citibank Card Agreement

This agreement and the accompanying letter are your Citibank Card Agreement. The letter contains important account information, including the annual percentage rate and the amount of any membership fee. Please read and keep both the letter and this Agreement for your records. 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.

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 *authorized user* mean any person to whom you give permission to use your account. The words *Citibank checks* mean one or more checks that we may provide for you to obtain a cash advance. The words *Balance Transfer checks* mean one or more checks that we may provide for you to obtain a balance transfer. Balance transfers will be treated as purchases for all purposes, except as otherwise described in this Agreement.

### Using Your Account and Your Credit Line:

The card must be signed to be used. Your initial credit line appears on the accompanying letter. 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 sent either before or after the changes take effect. You may request a change to your credit line or cash advance limit by contacting Customer Service by telephone or mail.

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 through any bank or automated teller machine that accepts the card or by using Citibank checks. The total amount charged on your account, including purchases, balance transfers, cash advances, finance charges, fees, or other charges, must always remain below your credit line. However, if that total amount exceeds your credit line you must still pay us. Your card must only be used for lawful transactions.

### 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. However, if you do, you must pay us for all charges made by those persons, including charges for which you may not have intended to be responsible. 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 accompanying letter 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:

Your billing statement 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, and finance charges assessed on each balance; and other important information. If you default under this Agreement, we may, in our sole discretion, stop sending you billing statements if we deem your account uncollectible or if we institute delinquency collection proceedings by sending it to an outside collection agency or attorney for collection.

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.

### How We Determine the Balance:

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 and fees and make other applicable adjustments.

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

Your annual percentage rates and any corresponding daily or monthly periodic rates appear on the accompanying letter. A daily periodic rate is the applicable annual percentage rate divided by 365. A monthly periodic rate is the applicable annual percentage rate divided by 12. Whether or not an annual percentage rate is variable is indicated on the accompanying letter. Please see the section entitled "Variable Annual Percentage Rates for Purchases and Cash Advances" for details relating to how these rates may change, including if you default under any Citibank Card Agreement.

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

If the annual percentage rate for purchases is based on the U.S. Prime Rate plus a margin, we will calculate the rate by adding the applicable margin to the U.S. Prime Rate published in *The Wall Street Journal*. Whether or not the U.S. Prime Rate is reviewed on a quarterly or monthly basis is indicated on the accompanying letter. If it is reviewed quarterly, it is reviewed on the third Tuesday of March, June, September, and December of each year. If the third Tuesday is a holiday, we will use the U.S. Prime Rate published the next day. If it is reviewed monthly, it is reviewed on the last business day of each month. If more than one U.S. Prime Rate is published, we may choose the highest rate. If *The Wall Street Journal* ceases publication or to publish the U.S. Prime Rate, we may use the U.S. Prime Rate published in any other newspaper of general circulation, or we may substitute a similar reference rate at our sole discretion. Each time the annual percentage rate changes, we will apply it to any existing balances, subject to any promotional rate that may apply.

In addition, the annual percentage rate for purchases and cash advances may vary if you default under any Citibank Card Agreement because you fail to make a payment to us or any other creditor when due, you exceed your credit line, or you make a payment to us that is not honored by your bank. In such circumstances, we may increase the ANNUAL PERCENTAGE RATE (including any promotional rate) on all balances to a higher rate of up to the rate indicated on the accompanying letter. Factors considered in determining this higher rate may include the length of time the account has been open, the existence, seriousness, and timing of Citibank Card Agreement defaults, and other indications of account usage and performance. Your account may again become eligible for a lower annual

percentage rate on new purchases, new cash advances, or both after you have met the terms of all Citibank Card Agreements for six months. Your existing balances will remain subject to the higher rate until they are paid in full.

Any increase or decrease in a variable annual percentage rate takes effect on the first day of the billing period directly following the month in which we calculate the rate. 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.

**Promotional Rate Offers:**

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

**Finance Charges:**

Finance charges will begin to accrue from the date of the transaction for purchases and continue to accrue until payment in full is credited to your account. However, if you paid the total New Balance, if any, listed on the last billing statement by the payment due date on that statement you will have until the payment due date on your current statement to pay your total New Balance to avoid imposition of finance charges on purchases. For cash advances and balance transfers, finance charges will begin to accrue from the date of the transaction and continue to accrue until payment in full is credited to your account.

**We will calculate finance charges as follows:**

-We figure a portion of the finance charge on your account by multiplying the daily balance for purchases and the daily balance for cash advances by the applicable daily periodic rate and adding together any such finance charges for cash advances for each day in the billing period.

-For finance charge calculation purposes, the billing period begins on the day after the Statement/Closing Date of the previous billing period and

includes the Statement Closing Date of the current billing period. The number of days in the billing period may vary.

-To calculate the daily balances, we take the beginning balance for purchases and the beginning balance for cash advances each day, add any new transactions, fees, and any finance charge on the previous day's balance, subtract any payments or credits, and make other adjustments. Unless we elect to use a later date, we add a new purchase to the purchase balance as of the date of the purchase and a new cash advance to the cash advance balance on the date of the advance. A credit balance is treated as a balance of zero.

-The balance subject to finance charge for purchases and for cash advances on the billing statement are each the average of the respective daily balances during the billing period. If you multiply these figures by the number of days in the billing period and by the applicable daily periodic rates, the results will be the periodic finance charges assessed, except for minor variations caused by rounding.

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

#### Special Finance Charge Calculation Method for Certain Cardmembers:

If the calculation method on your account is listed on the front of your statement or in the accompanying letter as "Monthly" for purchases and "Daily (F)" for Advances, we use the calculation methods described below instead of those described in the previous section.

-We figure a portion of your finance charge on purchases by multiplying the monthly periodic rate by the balance subject to finance charge for purchases (including new purchases and balances you transfer from others). We figure a portion of your finance charge on advances by multiplying the daily periodic rate by the number of days in the billing period and then applying the result to the balance subject to finance charge for advances (including new advances).

-To get the balances subject to finance charge for purchases and for cash advances we take the beginning balance for purchases and the beginning balance for cash advances each day (including finance charges imposed in previous billing periods), add any new transactions and fees, subtract any

payments or credits, and make other adjustments. This gives us the daily balance. We add up all the daily balances for the billing period (except the balances on the Statement Closing Date) and divide by the total number of days in the billing period. This gives us the balances subject to finance charge for purchases and for cash advances.

-For finance charge calculation purposes, the billing period begins on the day after the Statement Closing Date of the previous billing period and includes the Statement Closing Date of the current billing period. The number of days in the billing period may vary.

-Unless we elect to use a later date, we add a new purchase to the balance as of the date of the purchase and a new cash advance as of the date of the advance.

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

#### Transaction Fee for Balance Transfers:

You have obtained a balance transfer if you transfer a balance from others by means other than a Citibank check, or you obtain funds through a Balance Transfer check. If your account is subject to transaction fees for balance transfers, the accompanying letter will so indicate. If so, to each balance transfer we add an additional finance charge as indicated on the accompanying letter. This fee will be added to the purchase balance. The balance transfer transaction fee may cause the annual percentage rate on the billing statement on which the balance transfer first appears to exceed the nominal annual percentage rate.

#### Transaction Fee for Cash Advances:

You have obtained a cash advance if you obtain funds from an automated teller machine (ATM); through a Citibank check, through home banking, or through a financial institution; make a wire transfer; acquire a money order, traveler's check, lottery ticket, betting or casino chip, or similar item; or engage in another similar transaction. We may add an additional finance charge to the cash advance balance for each cash advance. The accompanying letter describes any such additional finance charges, which

may be subject to a minimum of a maximum amount. (The amount of the cash advance may include a surcharge that the ATM owner imposes.) 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:

If finance charges based on periodic rates are being added to your account, but the total of such finance charges for purchases and cash advances is less than \$.50, we assess a minimum FINANCE CHARGE, based on periodic rates, of \$.50. We add the amount to the purchase balance, unless the finance charge applicable to the purchase balance is zero, in which case we add the amount to the cash advance balance.

#### 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 \$1.00 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 accompanying letter indicates if your account is a secured account. If it is, you have given us a security interest in a Citibank Certificate of Deposit to secure repayment of your account. If you withdraw your funds from the Certificate of Deposit, we will close your card account.

#### Transactions Made in Foreign Currencies:

If a transaction is made in a foreign currency, we and Visa International or MasterCard International, depending on which card is used, will convert the transaction into a U.S. dollar amount. Visa and MasterCard will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate they use is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. Visa and MasterCard increase this conversion rate by one percent and this increase. We increase the conversion rate provided to us by Visa or MasterCard by two percent and keep this increase. The currency conversion rate calculated in this manner

that is 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 the amount that appears on the accompanying letter.

You must pay at least the minimum amount by the payment due date, but you may pay more at any time without a penalty. We will allocate payments to amounts owed on your account at our discretion. This includes but is not limited to, applying payments to promotional balances, such as balances you obtain by using Balance Transfer checks, before we apply such payments to your other purchase or cash advance balances. 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. If you choose to skip a payment when offered, we will continue to assess finance charges.

#### Payments

Instructions for making payments are on your billing statement. 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 or if the payment is not made in accordance with any of our other instructions. You agree to pay us in U.S. dollars drawn on funds on deposit in the United States using a payment check, similar instrument, or automatic debit that will be processed and honored by your bank. We reserve the right to accept payments made in foreign currency. If we do, we will select the effective currency conversion rate at our discretion and credit your account in U.S. dollars.

#### Over-the-Credit Line Fee

We may add a fee to the purchase balance for each billing period that the New Balance exceeds your credit line. If we do, the amount of this fee appears on the accompanying letter.

#### Late Fee

We may add a fee to the purchase balance for each billing period you fail to make the minimum payment by its due date. If we do, the amount of this fee appears on the accompanying letter.

#### Returned Payment Fee

We may add a 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. If we do, the amount of this fee appears on the accompanying letter. At our option, we will assess this fee the first time your check is not honored, even if it is honored 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.

#### Balance Transfer Checks:

Balance Transfer checks may be used to transfer balances from others or to obtain funds up to the amount of your available credit line. Each Balance Transfer check must be in the form we have issued and must be used according to any instructions we give you. Balance Transfer 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 Balance Transfer checks, nor will we return paid balance Transfer checks.

#### Returned Citibank Check Fee

We may add a fee to the cash advance balance if we decline to honor a Citibank check. If we do, the amount of this fee appears on the accompanying letter. We may decline to honor such checks if, for example, the amount of the check would cause the balance to exceed your cash advance limit or credit line, if you default, if you did not comply with our

instructions regarding the check, if your account has been closed, or if the card has expired.

#### Stop Payment Fee

We will add a \$29 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 PO 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 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 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-Citicorp 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 correct such 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 those agencies. Your statement will become a part of your credit record with them.

#### 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 reissue 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 laws 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.  
PO Box 6000  
Sioux Falls, SD 57117

1996 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.

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 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 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.



## Notice of Change in Terms to Your Citibank Card Agreement

Effective on the day after the Statement/Closing Date<sup>1</sup> indicated on your May 2000 billing statement, we are amending your existing Citibank Card Agreement to add certain new provisions and substitute other provisions for the corresponding ones. When applicable, these changes will appear starting on your June 2000 billing statement. We encourage you to read this notice and save it for future reference.

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

If the annual percentage rate for purchases is based on the U.S. Prime Rate plus a margin, we will calculate the rate by adding the margin applicable to your account to the Prime Rate published in *The Wall Street Journal* on the last business day of each month. 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. Each time the annual percentage rate changes, we will apply it to any existing balances, subject to any promotional rate that may apply.

In addition, the annual percentage rate for purchases and cash advances may vary if you default under any Citibank Card Agreement because you fail to make a payment to us or any other creditor when due, you exceed your credit line, or you make a payment to us that is not honored by your bank. In such circumstances, we may increase the ANNUAL PERCENTAGE RATE (including any promotional rate) on all balances to a higher rate of up to 14.99% plus the Prime Rate, currently up to 23.74%. Factors considered in determining this higher rate may include the length of time the account has been open, the existence, seriousness, and timing of Citibank Card Agreement defaults, and other indications of account usage and performance. Your account may again become eligible for a lower annual percentage rate on new purchases, new cash advances, or both after you have met the terms of all Citibank Card Agreements for six months. Your existing balances will remain subject to the higher rate until they are paid in full.

#### Transaction Fee for Balance Transfers:

You have obtained a balance transfer if you transfer a balance from others by means other than a Citibank check, or you obtain funds through a Balance Transfer check. To each balance transfer we add an additional **FINANCE CHARGE** of 3.0% of the balance transfer, but not less than \$5 or more than \$50. This fee will be added to the purchase balance with the balance transfer. The balance transfer transaction fee may cause the annual percentage rate on the billing statement on which the balance transfer first appears to exceed the nominal annual percentage rate.

#### Late Fee:

We will add a late fee to the standard purchase balance for each billing period you fail to make the minimum payment by its due date. This late fee will be: \$15 on balances up to \$100, \$25 on balances of \$100 up to \$1000, and \$35 on balances of \$1000 and over.

#### Non-Acceptance Instructions:

If you do not wish to accept these changes, you must notify us in writing within **26 days after the Statement/Closing date indicated on your August billing statement** stating your non-acceptance. Include your name, address, and account number and mail to: Customer Service Center, P.O. Box 44121, Jacksonville, Florida, 32231-4121. If you notify us that you do not accept these new terms, you can continue to use your card(s) under your existing terms until the end of your current membership year or the expiration date on your card(s), whichever is later. At that time your account will be closed and you will be able to pay off your remaining balance under your current terms.

For more detailed information about your current terms, please refer to your Citibank Card Agreement as amended by any prior change in terms notices.

P070106  
07/2001

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Member FDIC



## Notice of Change in Terms to Your Citibank Card Agreement

Effective on the day after the Statement/Closing Date indicated on your August 2001 billing statement, we are amending your Citibank Card Agreement to substitute the following provisions regarding the default rate, the transaction fee for balance transfers, and the late fee for the corresponding ones in your existing Citibank Card Agreement. When applicable, these changes will appear on your September 2001 billing statement. We encourage you to read this notice and save it for future reference.

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

The annual percentage rate for purchases and cash advances may also vary if you default under any Citibank Card Agreement because you fail to make a payment to us or any other creditor when due, you exceed your credit line, or you make a payment to us that is not honored by your bank. In such circumstances, we may increase the **ANNUAL PERCENTAGE RATE** (including any promotional rate) on all balances to a default rate of up to 24.99%. Factors considered in determining this default rate may include the length of time the account has been open, the existence, seriousness, and timing of Citibank Card Agreement defaults, and other indications of account usage and performance. The increase in the variable annual percentage rate as described in this paragraph takes effect as of the first day of the billing period in which you default. Your account may again become eligible for a lower annual percentage rate on new purchases, new cash advances, or both after you have met the terms of all Citibank Card Agreements for six consecutive months. Your existing balances will remain subject to the default rate until they are paid in full.

Any increase or decrease in a variable annual percentage rate takes effect on the first day of the billing period directly following the month in which we calculate the rate. 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.

#### Transaction Fee for Balance Transfers:

You have obtained a balance transfer if you transfer a balance from any other creditor by means other than a Citibank check or you obtain funds through a Balance Transfer check. To each balance transfer we add an additional **FINANCE CHARGE** of 3.0% of the balance transfer, but not less than \$5 or more than \$29. This fee will be added to the purchase balance. The balance transfer transaction fee may cause the annual percentage rate on the billing statement on which the balance transfer first appears to exceed the nominal annual percentage rate.

For more detailed information about your current terms, please refer to your Citibank Card Agreement as amended by any prior change-in-terms notice.

#### Non-acceptance Instructions: If you do not wish to accept the above changes, you must notify us in writing within **26 days after the Statement/Closing Date indicated on your May billing statement** stating your non-

acceptance. Include your name, address, and account number and mail it to: Citibank, PO Box 6025, Sioux Falls, SD 57117-6025. If you notify us that you do not accept these new terms, you can continue to use your card(s) under your existing terms until the end of your current membership year or the expiration date on your card(s), whichever is later. At that time your account will be closed and you can pay off your remaining balance under your current terms.



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Member FDIC

P04001 4/2000

## Verification

Jennifer Sisson is an attorney management specialist for Citibank (South Dakota), N.A. and Citicorp Credit Services, Inc., wholly owned subsidiaries of Citigroup, the within Plaintiff in this action. She verifies that the statements of fact made in the foregoing Complaint are true and correct to the best of her knowledge and belief. The undersigned understands that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to the authorities.

Date: \_\_\_\_\_

Jennifer Sisson  
Jennifer Sisson

Brian L. Gillen  
841065-4135 0415

BURTON NEIL & ASSOCIATES, P.C.

By: Burton Neil, Esquire

Identification number: 11348

26 South Church Street

West Chester, PA 19382

610-696-2120

Attorney for Plaintiff

CITIBANK SOUTH DAKOTA N.A.

701 EAST 60TH STREET NORTH

KANSAS CITY, MO

Plaintiff

v.

19921

BRIAN L GILLEN

56 GRACE STREET

RAMEY, PA

Defendant

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 03-1638

: CIVIL ACTION - LAW

**Praeceptum to Reinstate**

To the Prothonotary:

Please reinstate the Complaint.

BURTON NEIL & ASSOCIATES, P.C.

By: 

Burton Neil, Esquire  
Attorney for Plaintiff

10014.034.2848

FILED

DEC 26 2003

William A. Shaw  
Prothonotary

FILED

M 1:54 PM PL 5.00  
DEC 26 2003  
166 heuristical course to stop

William A. Shaw  
Prothonotary

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

CITIBANK SOUTH DAKOTA, N.A.

VS.

GILLEN, BRIAN L.

COMPLAINT

Sheriff Docket #

14751

03-1638-CD

**SHERIFF RETURNS**

NOW JANUARY 26, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO BRIAN L. GILLEN, DEFENDANT. SEVERAL ATTEMPTS, NOT HOME.

**Return Costs**

Cost	Description
68.37	SHERIFF HAWKINS PAID BY: ATTY CK# 16741
10.00	SURCHARGE PAID BY: ATTY CK# 16742

Sworn to Before Me This

27<sup>th</sup> Day Of Jan 2004  
William A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins  
by Marilyn Hawkins  
Chester A. Hawkins  
Sheriff

**FILED**

9/9:30  
JAN 27 2004

William A. Shaw  
Prothonotary/Clerk of Courts



BURTON NEIL & ASSOCIATES, P.C.  
By: Burton Neil, Esquire  
Identification No. 11348  
26 South Church Street  
West Chester, PA 19382  
610-696-2120  
Attorney for Plaintiff

12/26/03 Document  
Reinstated/Reopened to Sheriff/Attorney  
for service.  
*William A. Shaw*  
Deputy Prothonotary

CITIBANK SOUTH DAKOTA N.A.  
7920 NW 110th Street  
Kansas City, MO

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

BRIAN L. GILLEN  
56 Grace Street  
Ramey, PA 16671-0137

: NO. 03-1638-CD

Defendant

: CIVIL ACTION - LAW

### COMPLAINT 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 (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claim set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED OR NO FEE.**

LAWYER REFERENCE AND  
INFORMATION SERVICE  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641

**COPY**  
NOV 03 2003  
William A. Shaw  
Prothonotary/Clerk of Courts

BURTON NEIL & ASSOCIATES, P.C.

By: Burton Neil, Esquire

Identification No. 11348

26 South Church Street

West Chester, PA 19382

610-696-2120

Attorney for Plaintiff

CITIBANK SOUTH DAKOTA N.A.

7920 NW 110th Street

Kansas City, MO

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

BRIAN L. GILLEN

56 Grace Street

Ramey, PA 16671-0137

: NO.

Defendant

: CIVIL ACTION - LAW

### **Complaint**

1. The plaintiff is Citibank South Dakota N.A., with place of business located at 7920 NW 110th Street, Kansas City, Missouri.

2. The defendant is BRIAN L. GILLEN, who resides at 56 Grace Street, Ramey, CLEARFIELD County, Pennsylvania.

3. At the defendant's request, plaintiff issued the defendant a credit card with account number 5410654641350415 for the defendant's use in making credit purchases and securing cash advances subject to the terms and conditions governing the use of the credit card. Attached hereto, made a part hereof and marked Exhibit A is a true and correct copy of the terms and conditions.

4. The defendant accepted the credit card and the terms and conditions governing its use for the purchase of goods, merchandise and services and/or for cash advances from vendors who accepted plaintiff's credit card. In using the credit card, the defendant agreed to comply with the terms and conditions governing its use which included the obligation to pay plaintiff for all charges made in full upon receipt of the statement or in installments subject to monthly finance charges.

5. The defendant utilized the credit card by making/obtaining purchases of goods, merchandise and services and/or cash advances from vendors who accepted the credit card. Monthly statements were sent to the defendant which detailed the charges made to the account including finance charges, late and/or, over limit charges. The balance due for the charges made by the defendant including any

finance charges, late or over limit charges is \$5,150.02.


6. Defendant did not pay the balance due in full upon receipt of the billing statements and failed to make the required minimum monthly payment set forth in the billing statement. As such, defendant is in default of the terms and conditions governing the use of the credit card.

7. Although demand has been made by plaintiff upon defendant to pay the sum of \$5,150.02, the defendant failed and refused to pay all or any part thereof.

8. Plaintiff alleges it is entitled to recovery of its attorneys fees from defendant pursuant to the terms and conditions governing the account. Plaintiff's counsel is not a salaried employee of Citibank South Dakota N.A.. Plaintiff seeks recovery of attorneys fees in the sum of \$1,168.50.

WHEREFORE, plaintiff demands judgment against the defendant in the sum of \$5,150.02, attorneys fees in the sum of \$1,168.50 and the costs of this action.

BURTON NEIL & ASSOCIATES, P.C.

By:   
Burton Neil, Esquire  
Attorney for Plaintiff

In making this communication, we advise our firm is a debt collector.

## Citibank Card Agreement

This agreement and the accompanying letter are your Citibank Card Agreement. The letter contains important account information, including the annual percentage rate and the amount of any membership fee. Please read and keep both the letter and this Agreement for your records. 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.

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 *authorized user* mean any person to whom you give permission to use your account. The words *Citibank checks* mean one or more checks that we may provide for you to obtain a cash advance. The words *Balance Transfer* checks mean one or more checks that we may provide for you to obtain a balance transfer. Balance transfers will be treated as purchases for all purposes, except as otherwise described in this Agreement.

### Using Your Account and Your Credit Line:

The card must be signed to be used. Your initial credit line appears on the accompanying letter. 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 sent either before or after the changes take effect. You may request a change to your credit line or cash advance limit by contacting Customer Service by telephone or mail.

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 through any bank or automated teller machine that accepts the card or by using Citibank checks. The total amount charged on your account, including purchases, balance transfers, cash advances, finance charges, fees, or other charges, must always remain below your credit line. However, if that total amount exceeds your credit line you must still pay us. Your card must only be used for lawful transactions.

### 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. However, if you do, you must pay us for all charges made by those persons, including charges for which you may not have intended to be responsible. 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 accompanying letter 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:

Your billing statement 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, and finance charges assessed on each balance; and other important information. If you default under this Agreement, we may, in our sole discretion, stop sending you billing statements if we deem your account uncollectible or if we institute delinquency collection proceedings by sending it to an outside collection agency or attorney for collection.

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.

### How We Determine the Balance:

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

**Exhibit**

that we receive. We then add the appropriate finance charges and fees and make other applicable adjustments.

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

Your annual percentage rates and any corresponding daily or monthly periodic rates appear on the accompanying letter. A daily periodic rate is the applicable annual percentage rate divided by 365. A monthly periodic rate is the applicable annual percentage rate divided by 12. Whether or not an annual percentage rate is variable is indicated on the accompanying letter. Please see the section entitled "Variable Annual Percentage Rates for Purchases and Cash Advances" for details relating to how these rates may change, including if you default under any Citibank Card Agreement.

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

If the annual percentage rate for purchases is based on the U.S. Prime Rate plus a margin, we will calculate the rate by adding the applicable margin to the U.S. Prime Rate published in *The Wall Street Journal*. Whether or not the U.S. Prime Rate is reviewed on a quarterly or monthly basis is indicated on the accompanying letter. If it is reviewed quarterly, it is reviewed on the third Tuesday of March, June, September, and December of each year. If the third Tuesday is a holiday, we will use the U.S. Prime Rate published the next day. If it is reviewed monthly, it is reviewed on the last business day of each month. If more than one U.S. Prime Rate is published, we may choose the highest rate. If *The Wall Street Journal* ceases publication or to publish the U.S. Prime Rate, we may use the U.S. Prime Rate published in any other newspaper of general circulation, or we may substitute a similar reference rate at our sole discretion. Each time the annual percentage rate changes, we will apply it to any existing balances, subject to any promotional rate that may apply.

In addition, the annual percentage rate for purchases and cash advances may vary if you default under any Citibank Card Agreement because you fail to make a payment to us or any other creditor when due, you exceed your credit line, or you make a payment to us that is not honored by your bank. In such circumstances, we may increase the ANNUAL PERCENTAGE RATE (including any promotional rate) on all balances to a higher rate of up to the rate indicated on the accompanying letter. Factors considered in determining this higher rate may include the length of time the account has been open, the existence, seriousness, and timing of Citibank Card Agreement defaults, and other indications of account usage and performance. Your account may again become eligible for a lower annual

percentage rate on new purchases, new cash advances, or both after you have met the terms of all Citibank Card Agreements for six months. Your existing balances will remain subject to the higher rate until they are paid in full.

Any increase or decrease in a variable annual percentage rate takes effect on the first day of the billing period directly following the month in which we calculate the rate. 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.

#### Promotional Rate Offers:

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

#### Finance Charges:

Finance charges will begin to accrue from the date of the transaction for purchases and continue to accrue until payment in full is credited to your account. However, if you paid the total New Balance, if any, listed on the last billing statement by the payment due date on that statement you will have until the payment due date on your current statement to pay your total New Balance to avoid imposition of finance charges on purchases. For cash advances and balance transfers, finance charges will begin to accrue from the date of the transaction and continue to accrue until payment in full is credited to your account.

#### We will calculate finance charges as follows:

-We figure a portion of the finance charge on your account by multiplying the daily balance for purchases and the daily balance for cash advances by the applicable daily periodic rate and adding together any such finance charges for cash advances for each day in the billing period.

-For finance charge calculation purposes, the billing period begins on the day after the Statement/Closing Date of the previous billing period and

includes the Statement/Closing Date of the current billing period. The number of days in the billing period may vary.

-To calculate the daily balances, we take the beginning balance for purchases and the beginning balance for cash advances each day, add any new transactions, fees, and any finance charge on the previous day's balance, subtract any payments or credits, and make other adjustments. Unless we elect to use a later date, we add a new purchase to the purchase balance as of the date of the purchase and a new cash advance to the cash advance balance on the date of the advance. A credit balance is treated as a balance of zero.

-The balance subject to finance charge for purchases and for cash advances on the billing statement are each the average of the respective daily balances during the billing period. If you multiply these figures by the number of days in the billing period and by the applicable daily periodic rates, the results will be the periodic finance charges assessed, except for minor variations caused by rounding.

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

**Special Finance Charge Calculation Method for Certain Cardmembers:**  
If the calculation method on your account is listed on the front of your statement or in the accompanying letter as "Monthly" for purchases and "Daily (F)" for Advances, we use the calculation methods described below instead of those described in the previous section.

-We figure a portion of your finance charge on purchases by multiplying the monthly periodic rate by the balance subject to finance charge for purchases (including new purchases and balances you transfer from others). We figure a portion of your finance charge on advances by multiplying the daily periodic rate by the number of days in the billing period and then applying the result to the balance subject to finance charge for advances (including new advances).

-To get the balances subject to finance charge for purchases and for cash advances we take the beginning balance for purchases and the beginning balance for cash advances each day (including finance charges imposed in previous billing periods), add any new transactions and fees, subtract any

payments or credits, and make other adjustments. This gives us the daily balance. We add up all the daily balances for the billing period (except the balances on the Statement/Closing Date) and divide by the total number of days in the billing period. This gives us the balances subject to finance charge for purchases and for cash advances.

-For finance charge calculation purposes, the billing period begins on the day after the Statement/Closing Date of the previous billing period and includes the Statement/Closing Date of the current billing period. The number of days in the billing period may vary.

-Unless we elect to use a later date, we add a new purchase to the balance as of the date of the purchase and a new cash advance as of the date of the advance.

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

#### **Transaction Fee for Balance Transfers:**

You have obtained a balance transfer if you transfer a balance from others by means other than a Citibank check, or you obtain funds through a Balance Transfer check. If your account is subject to transaction fees for balance transfers, the accompanying letter will so indicate. If so, to each balance transfer we add an additional finance charge as indicated on the accompanying letter. This fee will be added to the purchase balance. The balance transfer transaction fee may cause the annual percentage rate on the billing statement on which the balance transfer first appears to exceed the nominal annual percentage rate.

#### **Transaction Fee for Cash Advances:**

You have obtained a cash advance if you obtain funds from an automated teller machine (ATM); through a Citibank check, through home banking, or through a financial institution; make a wire transfer; acquire a money order, traveler's check, lottery ticket, betting or casino chip, or similar item; or engage in another similar transaction. We may add an additional finance charge to the cash advance balance for each cash advance. The accompanying letter describes any such additional finance charges, which

may be subject to a minimum of a maximum amount. (The amount of the cash advance may include a surcharge that the ATM owner imposes.) 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:

If finance charges based on periodic rates are being added to your account, but the total of such finance charges for purchases and cash advances is less than \$.50, we assess a minimum FINANCE CHARGE, based on periodic rates, of \$.50. We add the amount to the purchase balance, unless the finance charge applicable to the purchase balance is zero, in which case we add the amount to the cash advance balance.

#### 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 \$1.00 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 accompanying letter indicates if your account is a secured account. If it is, you have given us a security interest in a Citibank Certificate of Deposit to secure repayment of your account. If you withdraw your funds from the Certificate of Deposit, we will close your card account.

#### Transactions Made in Foreign Currencies:

If a transaction is made in a foreign currency, we and Visa International or MasterCard International, depending on which card is used, will convert the transaction into a U.S. dollar amount. Visa and MasterCard will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate they use is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. Visa and MasterCard increase this conversion rate by one percent and this increase. We increase the conversion rate provided to us by Visa or MasterCard by two percent and keep this increase. The currency conversion rate calculated in this manner

that is 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 the amount that appears on the accompanying letter.

You must pay at least the minimum amount by the payment due date, but you may pay more at any time without a penalty. We will allocate payments to amounts owed on your account at our discretion. This includes but is not limited to, applying payments to promotional balances, such as balances you obtain by using Balance Transfer checks, before we apply such payments to your other purchase or cash advance balances. 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. If you choose to skip a payment when offered, we will continue to assess finance charges.

#### Payments

Instructions for making payments are on your billing statement. 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 or if the payment is not made in accordance with any of our other instructions. You agree to pay us in U.S. dollars drawn on funds on deposit in the United States using a payment check, similar instrument, or automatic debit that will be processed and honored by your bank. We reserve the right to accept payments made in foreign currency. If we do, we will select the effective currency conversion rate at our discretion and credit your account in U.S. dollars.

#### Over-the-Credit Line Fee

We may add a fee to the purchase balance for each billing period that the New Balance exceeds your credit line. If we do, the amount of this fee appears on the accompanying letter.

#### Late Fee

We may add a fee to the purchase balance for each billing period you fail to make the minimum payment by its due date. If we do, the amount of this fee appears on the accompanying letter.

#### Returned Payment Fee

We may add a 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. If we do, the amount of this fee appears on the accompanying letter. At our option, we will assess this fee the first time your check is not honored, even if it is honored 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.

#### Balance Transfer Checks:

Balance Transfer checks may be used to transfer balances from others or to obtain funds up to the amount of your available credit line. Each Balance Transfer check must be in the form we have issued and must be used according to any instructions we give you. Balance Transfer 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 Balance Transfer checks, nor will we return paid balance Transfer checks.

#### Returned Citibank Check Fee

We may add a fee to the cash advance balance if we decline to honor a Citibank check. If we do, the amount of this fee appears on the accompanying letter. We may decline to honor such checks if, for example, the amount of the check would cause the balance to exceed your cash advance limit or credit line, if you default, if you did not comply with our

instructions regarding the check, if your account has been closed, or if the card has expired.

#### Stop Payment Fee

We will add a \$29 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 PO 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 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 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 correct 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 those agencies. Your statement will become a part of your credit record with them.

### 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 reissue 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 laws 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.  
PO Box 6000  
Sioux Falls, SD 57117

1996 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.

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 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 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.



## Notice of Change in Terms to Your Citibank Card Agreement

Effective on the day after the Statement/Closing Date<sup>1</sup> indicated on your May 2000 billing statement, we are amending your existing Citibank Card Agreement to add certain new provisions and substitute other provisions for the corresponding ones. When applicable, these changes will appear starting on your June 2000 billing statement. We encourage you to read this notice and save it for future reference.

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

If the annual percentage rate for purchases is based on the U.S. Prime Rate plus a margin, we will calculate the rate by adding the margin applicable to your account to the Prime Rate published in *The Wall Street Journal* on the last business day of each month. 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. Each time the annual percentage rate changes, we will apply it to any existing balances, subject to any promotional rate that may apply.

In addition, the annual percentage rate for purchases and cash advances may vary if you default under any Citibank Card Agreement because you fail to make a payment to us or any other creditor when due, you exceed your credit line, or you make a payment to us that is not honored by your bank. In such circumstances, we may increase the ANNUAL PERCENTAGE RATE (including any promotional rate) on all balances to a higher rate of up to 23.74%. Factors plus the Prime Rate, currently up to 23.74%. Factors considered in determining this higher rate may include the length of time the account has been open, the existence, seriousness, and timing of Citibank Card Agreement defaults, and other indications of account usage and performance. Your account may again become eligible for a lower annual percentage rate on new purchases, new cash advances, or both after you have met the terms of all Citibank Card Agreements for six months. Your existing balances will remain subject to the higher rate until they are paid in full.

#### Transaction Fee for Balance Transfers:

You have obtained a balance transfer if you transfer a balance from others by means other than a Citibank check, or you obtain funds through a Balance Transfer check. To each balance transfer we add an additional **FINANCE CHARGE** of 3.0% of the balance transfer, but not less than \$5 or more than \$50. This fee will be added to the purchase balance with the balance transfer. The balance transfer transaction fee may cause the annual percentage rate on the billing statement on which the balance transfer first appears to exceed the nominal annual percentage rate.

#### Late Fee:

We will add a late fee to the standard purchase balance for each billing period you fail to make the minimum payment by its due date. This late fee will be: \$15 on balances up to \$100, \$25 on balances of \$100 up to \$1000, and \$35 on balances of \$1000 and over.

#### Non-Acceptance Instructions:

If you do not wish to accept these changes, you must notify us in writing within **28 days after the Statement/Closing date indicated on your August billing statement** stating your non-acceptance. Include your name, address, and account number and mail to: Customer Service Center, P.O. Box 44121, Jacksonville, Florida, 32231-4121. If you notify us that you do not accept these new terms, you can continue to use your card(s) under your existing terms until the end of your current membership year or the expiration date on your card(s), whichever is later. At that time your account will be closed and you will be able to pay off your remaining balance under your current terms.

For more detailed information about your current terms, please refer to your Citibank Card Agreement as amended by any prior change in terms notices.

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## Notice of Change in Terms to Your Citibank Card Agreement

Effective on the day after the Statement/Closing Date indicated on your August 2001 billing statement, we are amending your Citibank Card Agreement to substitute the following provisions regarding the default rate, the transaction fee for balance transfers, and the late fee for the corresponding ones in your existing Citibank Card Agreement. When applicable, these changes will appear on your September 2001 billing statement. We encourage you to read this notice and save it for future reference.

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

The annual percentage rate for purchases and cash advances may also vary if you default under any Citibank Card Agreement because you fail to make a payment to us or any other creditor when due, you exceed your credit line, or you make a payment to us that is not honored by your bank. In such circumstances, we may increase the **ANNUAL PERCENTAGE RATE** (including any promotional rate) on all balances to a default rate of up to 24.99%. Factors considered in determining this default rate may include the length of time the account has been open, the existence, seriousness, and timing of Citibank Card Agreement defaults, and other indications of account use and performance. The increase in the variable annual percentage rate as described in this paragraph takes effect as of the first day of the billing period in which you default. Your account may again become eligible for a lower annual percentage rate on new purchases, new cash advances or both after you have met the terms of all Citibank Card Agreements for six consecutive months. Your existing balances will remain subject to the default rate until they are paid in full.

Any increase or decrease in a variable annual percentage rate takes effect on the first day of the billing period directly following the month in which we calculate the rate. 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.

#### Transaction Fee for Balance Transfers:

You have obtained a balance transfer if you transfer a balance from any other creditor by means other than a Citibank check or you obtain funds through a Balance Transfer check. To each balance transfer we add an additional **FINANCE CHARGE** of 3.0% of the balance transfer, but not less than \$5 or more than \$29. This fee will be added to the purchase balance. The balance transfer transaction fee may cause the annual percentage rate on the billing statement on which the balance transfer first appears to exceed the nominal annual percentage rate.

For more detailed information about your current terms, please refer to your Citibank Card Agreement as amended by any prior change-in-terms notice.

**Non-acceptance Instructions:** If you do not wish to accept the above changes, you must notify us in writing within **26 days after the Statement/Closing Date indicated on your May billing statement** stating your non-acceptance. Include your name, address, and account number and mail it to: Citibank, PO Box 6025, Sioux Falls, SD 57117-6025. If you notify us that you do not accept these new terms, you can continue to use your card(s) under your existing terms until the end of your current membership year or the expiration date on your card(s), whichever is later. At that time your account will be closed and you can pay off your remaining balance under your current terms.



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## Verification

Jennifer Sisson is an attorney management specialist for Citibank (South Dakota), N.A. and Citicorp Credit Services, Inc., wholly owned subsidiaries of Citigroup, the within Plaintiff in this action. She verifies that the statements of fact made in the foregoing Complaint are true and correct to the best of her knowledge and belief. The undersigned understands that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to the authorities.

Date: \_\_\_\_\_

Jennifer Sisson  
Jennifer Sisson

Brian L. Gillen  
841065-4135 0415

BURTON NEIL & ASSOCIATES, P.C.

By: Burton Neil, Esquire

Identification number: 11348

26 South Church Street

West Chester, PA 19382

610-696-2120

Attorney for Plaintiff

CITIBANK SOUTH DAKOTA N.A.

701 EAST 60TH STREET NORTH

KANSAS CITY, MO

Plaintiff

v.

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

20952

BRIAN L GILLEN

56 GRACE STREET

RAMEY, PA

Defendant

: NO. 03-1638

: CIVIL ACTION - LAW

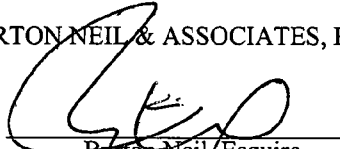
**Praecipe to Discontinue**

To the Prothonotary:

Kindly discontinue the above captioned action without prejudice.

BURTON NEIL & ASSOCIATES, P.C.

By:

  
Burton Neil, Esquire  
Attorney for Plaintiff

**FILED**

10014.034.2848

FEB 17 2004

William A. Shaw  
Prothonotary

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

**CIVIL DIVISION**

**Citibank South Dakota, N.A.**

**Vs.  
Brian L. Gillen**

**No. 2003-01638-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 February 17, 2004, marked:

Discontinued, settled and ended.

Record costs in the sum of \$224.98 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 17th day of February A.D. 2004.

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William A. Shaw, Prothonotary