03-1876-CD

Commonwealth FINANCIAL SYSTEMS, INC. etal. vs. ROBERT BACHER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC., assignee of UNIFUND CCR PARTNERS, assignee of DIRECT MERCHANTS BANK

NO. 03-1876-CD
IN CIVIL ACTION

-vs- *Plaintiff(s)*

ROBERT BACHER

Defendant(s)

COMPLAINT

CODE -
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD FOR THIS PARTY:

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466
Fax (412) 682-3138

FILED

DEC 22 2003

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC., assignee of UNIFUND CCR PARTNERS, assignee of DIRECT MERCHANTS BANK	**NO.**
	IN CIVIL ACTION
-vs- *Plaintiff(s)*	
ROBERT BACHER	
Defendant(s)	

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice, for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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 FEE OR NO FEE.

Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield, Pennsylvania 16830
Telephone Number 814-765-2641 Ex 50-51

COMPLAINT

1. Plaintiff is a corporation whose address is 120 Keyser Avenue, Scranton, PA 18504, and, as the assignee of Unifund CCR Partners, assignee of Direct Merchants Bank, stands in its assignor's stead, and both are hereinafter referred to interchangeably as "Plaintiff".

2. On May 31, 2002 Assignor sold, assigned and transferred to Plaintiff all of Assignor's right, title and interest in, and to the agreement between Assignor and Defendant. Assignor had the right to assign the agreement. A copy of the assignment and Affidavit is attached hereto as Exhibit "A."

3. All conditions precedent to Assignor's right to be paid under the terms of the the contract have occurred.

4. Defendant is an individual whose address is 894 Lyleville Road, Coalport, Clearfield County, Pennsylvania 16627.

5. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card by the Plaintiff at the terms and conditions agreed upon by the parties, as is more specifically shown by the Agreement, a true and correct copy of which is attached hereto, marked Exhibit "B" and made a part hereof.

6. Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using the credit card for purchases and/or cash advances.

7. Defendant made purchases and/or received cash advances using said credit card.

8. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.

9. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.

10. Plaintiff avers that the balance due amounts to $5,635.52, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "C" and made a part hereof.

11. Plaintiff avers that interest has accrued at the rate of 18% per annum on the balance due from June 19, 2002.

12. Per the terms of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing, which Plaintiff avers will be 25% of the balance due.

13. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in the amount of $5,635.52 with appropriate additional interest from June 19, 2002, plus attorneys fees and costs.

APPLE AND APPLE, P.C.

By: ______________________
Attorneys for Plaintiff(s)

Unifund CCR Partners

BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Commonwealth Financial Systems, Inc. ("Purchaser"), dated as of May 31, 2002 (the "Agreement"), does hereby sell, assign and transfer to Purchaser all of its good and marketable title, free and clean of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectibility, or otherwise, except to the extent stated in the Agreement.

Executed on 4 June 2002.

UNIFUND CCR PARTNERS
By Credit Card Receivables Fund, Inc.
Its General Partner

By ______________________
David Rosenberg
President

For Unifund Use ONLY

Client #	PID	CID #

EXHIBIT A

AFFIDAVIT OF INDEBTEDNESS

State of Ohio)
County of Hamilton) ss.

Bharati Lengade being sworn, deposes and says that she is Media Supervisor of Unifund CCR Partners herein called assignee, which is doing business at 11802 Conrey Road, Cincinnati, Ohio 45249 and that she is authorized to make the statements and representations herein.

The defendant is not in any branch of the military.

There is due and payable from Robert Bacher, Account Number 5410583901250140, the amount of $4259.68 (principal balance in the amount of $4259.68 plus interest at the contract rate. By the terms of the agreement the defendant and the original creditor, interest is accruing at the contract rate.

This account was originated with Ge. Unifund CCR Partners purchased this account from Ge. Said account has been assigned, transferred and set over unto Commonwealth Financial Systems with full power and authority to do and perform all acts necessary for the collection, settlement, adjustment, compromise or satisfaction of said claim.

DATED this 27 September 2002.

B
UNIFUND CCR PARTNERS

By: Bharati Lengade Media Supervisor
Title

11802 Conrey Road Cincinnati, OH 45249
Address

Subscribed and sworn to before me this 27 day of Sept., 2002

Autumn Hopkins
Notary Public

Client # 448

My commission expires

NOTARIAL SEAL STATE OF OHIO

AUTUMN HOPKINS
Notary Public
In and for the State of Ohio
My Commission Expires
July 13, 2007

the previously authorized user and return it to us at the aforementioned address along with a letter explaining why you are doing so.

LOST OR STOLEN CREDIT CARD(S) AND/OR CHECKS

You agree to notify us immediately if your card(s) or any transfer or convenience checks are lost or stolen. You may notify us by calling 1 800 205-9988.

CHANGE OF NAME, ADDRESS, TELEPHONE NUMBER OR EMPLOYMENT

You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment. Send changes to Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222.

FOREIGN TRANSACTIONS

If you effect a transaction at a merchant that settles in a currency other than U.S. dollars, MasterCard® International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by one percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

APPLICABLE LAW

This Agreement and your Account will be governed by federal law and the laws of Utah, whether or not you live in Utah and whether or not your Account is used outside of Utah. This Agreement is entered into in Utah and all credit under the Agreement will be extended from Utah. All terms and conditions of this Agreement (including the change of terms provision, the applicable law provision, and the finance charge, late charge, returned check charge, over limit charge, and research charge provisions) are deemed to be material to the determination of the finance charge.

ASSIGNMENT OF ACCOUNT

We may sell, assign or transfer your Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account.

PRIVACY PRACTICES

You agree that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies, and that we may use this information to cancel or suspend your credit privileges under this Agreement even if you are not in default with us. You also agree that we may, on a regular basis, furnish purchase, transaction and credit experience information regarding your Account to others seeking such information, including our affiliates and other third parties. You authorize us to share such information contained on your application with our affiliates and other third parties. If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a credit reporting agency(ies). You agree that any government agency may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you and to other Cardholders.

UPDATED FINANCIAL AND OTHER INFORMATION

Upon request, you agree to promptly give us accurate financial and other information about yourself.

SEVERABILITY

If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable. Your credit card is issued under this Agreement by Direct Merchants Credit Card Bank℠, National Association, Salt Lake City, Utah.

First Data Resources, Inc. provides processing services for Direct Merchants Credit Card Bank, National Association. You may write to us at: P.O. Box 21222, Tulsa, Oklahoma 74121-1222.

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 bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill 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 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 unsure of.

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 the bill was correct.

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

If we find that we made a mistake on your bill, 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 that 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 ten days telling us that you still refuse to pay, we must tell anyone to whom we furnished credit information about you that you have a question about your bill. And we must tell you the name of anyone to whom we gave this information. We must tell anyone we report to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first $50 of the questioned amount, even if your bill 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:

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

(b) 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.

MasterCard

DIRECT MERCHANTS BANK℠

Cardholder Agreement

AGREEMENT TO TERMS — USE OF YOUR ACCOUNT — DEFINITION OF PARTIES

This is the Agreement which covers your credit card account (called your "Account") with us. You and Direct Merchants Credit Card Bank℠, National Association, will be bound by it from the first time you use the Account. If your Account is a joint Account, you and your joint Account holder each promise to pay and are jointly and individually responsible for all amounts due under this Agreement.

In this Agreement, and in your monthly statements, the words "you" and "your" refer to all persons named on the credit card application, credit card or acceptance form, and the words "we," "us," and "our" refer to Direct Merchants Credit Card Bank℠, National Association.

PROMISE TO PAY

You promise to pay for: (a) credit extended by Direct Merchants Credit Card Bank, National Association, to you or to anyone whom you permit to use this Account; (b) finance charges, late charges, and other administrative charges (e.g., returned check charges, research charges) provided in this Agreement; and (c) collection costs and attorneys' fees as permitted by applicable law if your Account should go into default.

We can accept late or partial payments, or checks or money orders marked "Payment in Full" or otherwise restrictively endorsed without losing any of our rights under this Agreement.

CASH ADVANCES

The term cash advance is defined as and includes the following transactions: (a) Automated Teller Machine (ATM) transactions; (b) transfer and convenience check transactions; and (c) in-bank transactions. Convenience checks are used the same as personal checks. Both transfer and convenience checks are drawn on your Account and billed on your statement.

There is a cash advance transaction fee applied to every cash advance transaction. The cash advance transaction fee is equal to 2% of the cash advance, with a minimum fee of $2 per transaction.

MAXIMUM CREDIT LINE

You may obtain credit by any means approved by us until the total unpaid balance of your Account reaches your maximum credit line. Your cash advance credit limit may be limited to 50% of your maximum credit line. You agree not to allow your total unpaid balance, including finance charges and other charges, to exceed your maximum credit line. We are not required to make cash advances (including accepting transfer or convenience checks or ATM transactions) or extend credit for purchases at your request if you have exceeded your credit line, but if we do, you agree to pay us that excess amount, plus applicable finance charges and an over limit fee, immediately. Your credit line amount is defined on the enclosed Card Carrier directly above your credit card.

STATEMENTS

We will send you a statement covering each billing cycle in which you have a balance in excess of $1. The statement will reflect: (a) payments, credits, purchases, cash advances, finance charges, and all other charges made to your Account during the billing cycle; (b) the minimum payment you must make (called the "minimum payment") and the date by which the

EXHIBIT B

minimum payment must be paid in order to avoid late charges; and (c) your available credit.

PAYMENT

Payment is due when you receive your statement each month. We will not impose any late charges if you pay at least the minimum payment reflected in your statement by the date specified, which will always be 25 days from the statement date. If you wish, you may pay more than the minimum payment and at any time you may pay the entire amount due for the current billing cycle (called "new balance"). Send payments to Cardholder Payments, P.O. Box 85305, Louisville, KY 40285-5305.

The minimum payment each month will be equal to 2% of the new balance or $10, whichever is greater, or the amount of the new balance if less than $10, plus:

(a) any past due amounts appearing on your statement; and

(b) the amount by which the new balance exceeds your credit line.

All payments by mail must be made by check or money order. Payments may not be made using a transfer or convenience check. You agree that any payment you make may be returned to you without applying it to your Account and without presentment or protest, for reasons including, but not limited to, that the check or money order: (1) is not drawn on the U.S. Post Office or a financial institution located in the United States; (2) is missing a signature; (3) is drawn with different numeric and written amounts; (4) contains a restrictive endorsement; (5) is post dated; (6) is not payable to Direct Merchants Bank, or Direct Merchants Credit Card Bank, N.A.; (7) is not payable in U.S. dollars; (8) is not paid upon presentment; or (9) is drawn on a transfer or convenience check. You agree to pay any bank collection fees we incur for any check payments made in U.S. dollars drawn on a financial institution not located in the United States. All payments under this Agreement must be received at the address specified on your billing statement.

HOW WE FIGURE FINANCE CHARGES

The periodic finance charge is calculated separately for purchases and cash advances. To calculate the finance charge for purchases, we multiply the average daily balance for purchases times the monthly periodic rate for purchases. There is no finance charge for purchases when a grace period applies. To calculate the finance charge for cash advances, we multiply the average daily balance for cash advances times the monthly periodic rate for cash advances, then add applicable cash advance transaction fees. The Account is subject to a minimum finance charge of $ .50.

AVERAGE DAILY BALANCES

We calculate average daily balances separately for purchases and for cash advances. In each case, we start by calculating a "daily balance" for each day in the billing cycle.

- The daily balance of purchases for any day is equal to the previous day's daily balance for purchases plus any new purchases and any other charges that we add that day and minus any payments and credits we apply to purchases that day.

  We add new purchases to the daily balance on the purchase date.

  If other charges (like annual fees, late charges, over limit charges and finance charges) appear on a monthly periodic statement, we add them to your daily balance on the day following the closing date of the statement.

  We apply payments and credits on the day they are received.

- The daily balance of cash advances on any day is equal to the previous day's daily balance for cash advances, plus any new cash advances made that day and minus any payments and credits applied to cash advances that day. If you incur cash advance transaction fees during the period covered by a monthly periodic statement, we add them to your daily balance on the day following the closing date of the statement. We treat any cash advances obtained by transfer or convenience checks as having been made on the transaction date shown on your periodic statement.

A-2589

After we have calculated all the daily balances for a monthly billing cycle, we add the daily balances for purchases and the daily balances for cash advances, and then divide each sum by the number of days in the billing cycle. The resulting amounts are the average daily balances for purchases and cash advances.

MONTHLY PERIODIC RATES

The monthly periodic rate for purchases (as of June, 1996) is 1.54%, which corresponds to an ANNUAL PERCENTAGE RATE of 18.50%. The monthly periodic rate for cash advances (as of June, 1996) is 1.71%, which corresponds to an ANNUAL PERCENTAGE RATE of 20.50%. The monthly periodic rate is a variable rate that may increase or decrease if the highest prime rate published in *The Wall Street Journal* (the "prime rate") increases or decreases. The monthly periodic rate for purchases for any monthly billing cycle will be one twelfth of the sum of 10.25% plus the prime rate published on the third Tuesday of the month preceding the month in which that billing cycle ends, and for cash advances one twelfth of the sum of 12.25% plus the prime rate. The monthly periodic rate for both cash advances and purchases may never fall below 1.36% regardless of the level of the prime rate. An increase in the monthly periodic rate may increase the minimum payment due on your Account.

ADJUSTING FOR GRACE PERIODS

"Grace periods" are periods during which we impose no finance charges on purchases. We impose no finance charge on a purchase added to your daily balance during the billing cycle covered by a periodic statement if that statement shows no previous balance or shows that the previous balance was paid in full within 25 days. Also, we impose no additional finance charge on any purchases included in the new balance of a monthly periodic statement if you pay the new balance in full on or before the date specified in your statement.

LATE CHARGE

At least the minimum payment amount shown on your statement is due each month when you receive your statement. We may impose a $15 late charge if you do not pay at least the minimum payment by the date specified in your statement, which will always be 25 days from the statement date.

OVER LIMIT CHARGE

If you go over your credit line, you will be billed an over limit charge of $15. This charge will be imposed only once per billing cycle, but will be imposed in each billing cycle that you remain over your credit line.

RETURNED CHECK CHARGE

You agree to pay $15 each time you make a payment on your Account with a check that is returned unsatisfied by your bank or other financial institution.

RESEARCH CHARGES

You agree to pay $5 for each sales slip, statement, transfer or convenience check copy you request if more than one copy is requested per year.

APPLICATION OF PAYMENTS

We apply your payments in the following order: to any unpaid finance charges, administrative charges, promotional balances, cash advances, and purchases.

CHANGE OF TERMS (including finance charges)

SUBJECT TO APPLICABLE LAW, WE MAY CHANGE OR TERMINATE ANY TERM OF THIS AGREEMENT OR ADD NEW TERMS AT ANY TIME, WITHOUT LIMITATION, INCLUDING ADDING OR INCREASING FEES, INCREASING YOUR MONTHLY MINIMUM PAYMENT AND INCREASING THE RATE OR AMOUNT OF FINANCE CHARGES, OR CHANGING THE METHOD OF COMPUTING THE BALANCE UPON WHICH FINANCE CHARGES ARE ASSESSED. PRIOR WRITTEN NOTICE WILL BE PROVIDED TO YOU WHEN REQUIRED BY APPLICABLE LAW. CHANGES MAY APPLY TO BOTH NEW AND OUTSTANDING BALANCES.

DEFAULT AND TERMINATION OF AGREEMENT

You will be in default under this Agreement upon: (a) your failure to make at least the minimum payment by the date specified in your statement; (b) your violation of any other provision of this Agreement; (c) your death; (d) your becoming the subject of bankruptcy or insolvency proceedings; (e) your becoming the subject of attachment, foreclosure, repossession, lien, judgement or garnishment proceedings; (f) your failure to supply us with any information we reasonably deem necessary; (g) your supplying us with misleading, false, incomplete or incorrect information; (h) our receipt of information that you are unwilling or unable to perform the terms or conditions of this Agreement; (i) our receipt of information from third parties, including credit reporting agencies, which indicates a serious delinquency or charge-off with other creditors; or (j) your moving out of the U.S. After your default, your Account balance will continue to accrue finance charges at the contract rate. Balances outstanding under this Agreement when your credit line is reduced or terminated will continue to accrue finance charges until paid in full and are subject to all the terms and conditions of this Agreement. Upon default, we have the right to terminate or suspend your credit privileges under this Agreement, to change the terms of your Account and this Agreement, to require you to pay your entire Account balance including all accrued but unpaid charges immediately, and to sue you for what you owe. You will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by applicable law. Upon default, we will apply your payments first to attorneys' fees and then in the order set forth under Application of Payments.

CREDIT AUTHORIZATIONS

Some transactions will require our prior authorization and you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for any refusal to accept or honor your card.

CARD RENEWAL

Cards are issued with an expiration date. We have the right not to renew your card for any reason.

CARD CANCELLATION

The card(s), transfer and convenience checks issued to you remain our property. Upon cancellation, you agree to return your card(s) and any unused transfer or convenience checks to us.

CLOSING YOUR ACCOUNT

You can cancel or close your Account by writing to us at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222. Your notice becomes effective within five days after we receive it. If you cancel the Account, you must immediately pay everything you owe us, including any amounts owed but not yet billed to you. If you do not pay us immediately, outstanding balances will continue to accrue finance and other charges and be subject to the terms and conditions of this Agreement. You also agree to return your card(s) and any unused transfer and/or convenience checks to us. We will not honor any transfer or convenience check written on your Account if we receive the check after your Account is cancelled.

LIABILITY FOR UNAUTHORIZED USE

You should retain your copies of all charge slips until you receive your statement, at which time you should verify that the charges are true and the amounts unaltered. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given by you immediately upon learning of the loss, theft or possible unauthorized use by calling us at 1 800 205-9988 or writing us at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222. In any case, your liability for unauthorized use of your credit card will not exceed $50. However, unauthorized use does not include use by a person to whom you have given the credit card or authority to use the Account, and you will be liable for all use by such a user. To terminate this authority, you must retrieve the credit card from

Collector Window

Attorne
Name
Firm

Debtor ID	688822	Type	Consumer	SSN	DOB	DL	ST
Name	ROBERT BACHER			171-32-6168	03/08/1943		

Account Details Window

ID	688822 1	Debt Type	CCD
Status	311-Atty handling for CFSI	Coll Plan	007
Date	01/18/2003	Fee Plan	AAA
Clt ID	4335	Cont Plan	UNI
Orig Clt	GE	Sales Rep	001
Clt Ref No	UQ063624	Int Rate	18.00
Bureau Report	✓ Last Report 01/28/2003	Last Pmt	
Debt Descr			
Comments	5410583901250140		

Service Date	05/08/1995
Last Charge Date	
First Delinquency	11/30/2000
Charge Off Date	
List Date	06/18/2002
Int Calc Date	06/18/2002
Last Pmt Date	
Statute Date	

	Original	Accrued	Adjustments	Paid	Balance
Principal	$4,259.68		$0.00	$0.00	$4,259.68
Interest	$363.32	$1,012.52	$0.00	$0.00	$1,375.84
Court Cost	$0.00		$0.00	$0.00	$0.00
Check Fee	$0.00		$0.00	$0.00	$0.00
Attorney Fee	$0.00		$0.00	$0.00	$0.00
Service Fee	$0.00		$0.00	$0.00	$0.00
Misc. Fees	$0.00		$0.00	$0.00	$0.00

Balance $5,635.52

EXHIBIT C

AFFIDAVIT

I, Patricia Cobb, Esquire, of Commonwealth Financial Systems, Inc., Plaintiff herein, verify that the statements of fact contained in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

11-28-03
Date:

Patricia C. Cobb
PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 100462   CFSI File No. 68822
Robert Bacher

FILED
m/ 2:06
DEC 22 2003

William A. Shaw
Prothonotary/Clerk of Courts

1CC Shff
~~Atty Apple~~
Atty pd. 85.00

In The Court of Common Pleas of Clearfield County, Pennsylvania

COMMONWEALTH FINANCIAL SYSTEMS INC.
VS.
BACHER, ROBERT

Sheriff Docket # 14965
03-1876-CD

COMPLAINT

SHERIFF RETURNS

NOW JANUARY 22, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO ROBERT BACHER, DEFENDANT. DEFENDANT IS OVER THE ROAD TRUCK DRIVER.

Return Costs

Cost	Description
75.00	SHERIFF HAWKINS PAID BY: ATTY CK# 1147
10.00	SURCHARGE PAID BY: ATTY CK# 1148

Sworn to Before Me This
22nd Day Of Jan 2004

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

So Answers,

Chester A. Hawkins
Sheriff

FILED
01 3:00 PM
JAN 22 2004
William A. Shaw
Prothonotary/Clerk of Courts

APPLE AND APPLE
Attorneys at Law
4650 BAUM BOULEVARD
PITTSBURGH, PENNSYLVANIA 15213
TELEPHONE: (412) 682-1466

WE HEREBY CERTIFY THE WITHIN TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN THIS CASE.

APPLE AND APPLE
BY J. Apple
ATTORNEYS FOR: Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC., assignee of UNIFUND CCR PARTNERS, assignee of DIRECT MERCHANTS BANK

Plaintiff(s)

-vs-

ROBERT BACHER

Defendant(s)

NO 03-1876-CD
IN CIVIL ACTION

COMPLAINT

CODE -
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD FOR THIS PARTY:

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466
Fax (412) 682-3138

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

DEC 22 2003

Attest.

Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC., assignee of UNIFUND CCR PARTNERS, assignee of DIRECT MERCHANTS BANK	**NO.**
-vs- *Plaintiff(s)*	**IN CIVIL ACTION**
ROBERT BACHER	
Defendant(s)	

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice, for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, 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 FEE OR NO FEE.

Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield, Pennsylvania 16830
Telephone Number 814-765-2641 Ex 50-51

COMPLAINT

1. Plaintiff is a corporation whose address is 120 Keyser Avenue, Scranton, PA 18504, and, as the assignee of Unifund CCR Partners, assignee of Direct Merchants Bank, stands in its assignor's stead, and both are hereinafter referred to interchangeably as "Plaintiff".

2. On May 31, 2002 Assignor sold, assigned and transferred to Plaintiff all of Assignor's right, title and interest in, and to the agreement between Assignor and Defendant. Assignor had the right to assign the agreement. A copy of the assignment and Affidavit is attached hereto as Exhibit "A."

3. All conditions precedent to Assignor's right to be paid under the terms of the the contract have occurred.

4. Defendant is an individual whose address is 894 Lyleville Road, Coalport, Clearfield County, Pennsylvania 16627.

5. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card by the Plaintiff at the terms and conditions agreed upon by the parties, as is more specifically shown by the Agreement, a true and correct copy of which is attached hereto, marked Exhibit "B" and made a part hereof.

6. Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using the credit card for purchases and/or cash advances.

7. Defendant made purchases and/or received cash advances using said credit card.

8. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.

9. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.

10. Plaintiff avers that the balance due amounts to $5,635.52, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "C" and made a part hereof.

11. Plaintiff avers that interest has accrued at the rate of 18% per annum on the balance due from June 19, 2002.

12. Per the terms of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing, which Plaintiff avers will be 25% of the balance due.

13. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in the amount of $5,635.52 with appropriate additional interest from June 19, 2002, plus attorneys fees and costs.

APPLE AND APPLE, P.C.

By: ______________________
Attorneys for Plaintiff(s)

215 - - -

Unifund CCR Partners

BILL OF SALE

Unifund CCR Partners, for value received and in accordance with the terms of the Accounts Receivable Purchase Agreement by and among Unifund CCR Partners and Commonwealth Financial Systems, Inc. ("Purchaser"), dated as of May 31, 2002 (the "Agreement"), does hereby sell, assign and transfer to Purchaser all of its good and marketable title, free and clean of all liens, claims and encumbrances in and to the Accounts listed in the Account Schedule attached as Appendix A to the Agreement, without recourse and without representation or warranty of collectibility, or otherwise, except to the extent stated in the Agreement.

Executed on 4 June 2002.

UNIFUND CCR PARTNERS
By Credit Card Receivables Fund, Inc.
Its General Partner

By ______________________
David Rosenberg
President

For Unifund Use ONLY

Client #	PID	CID #

EXHIBIT A

AFFIDAVIT OF INDEBTEDNESS

State of Ohio)
County of Hamilton) ss.

Bharati Lengade being sworn, deposes and says that she is Media Supervisor of Unifund CCR Partners herein called assignee, which is doing business at 11802 Conrey Road, Cincinnati, Ohio 45249 and that she is authorized to make the statements and representations herein.

The defendant is not in any branch of the military.

There is due and payable from Robert Bacher, Account Number 5410583901250140, the amount of $4259.68 (principal balance in the amount of $4259.68 plus interest at the contract rate. By the terms of the agreement the defendant and the original creditor, interest is accruing at the contract rate.

This account was originated with Ge. Unifund CCR Partners purchased this account from Ge. Said account has been assigned, transferred and set over unto Commonwealth Financial Systems with full power and authority to do and perform all acts necessary for the collection, settlement, adjustment, compromise or satisfaction of said claim.

DATED this 27 September 2002.

B

UNIFUND CCR PARTNERS

By: Bharati Lengade Media Supervisor
Title

11802 Conrey Road Cincinnati, OH 45249
Address

Subscribed and sworn to before me this 27 day of Sept., 2002

Autumn Hopkins
Notary Public

Client # 448

My commission expires

Notary Public
In and for the State of Ohio
My Commission Expires
July 13, 2007

the previously authorized user and return it to us at the aforementioned address along with a letter explaining why you are doing so.

LOST OR STOLEN CREDIT CARD(S) AND/OR CHECKS

You agree to notify us immediately if your card(s) or any transfer or convenience checks are lost or stolen. You may notify us by calling 1 800 205-9988.

CHANGE OF NAME, ADDRESS, TELEPHONE NUMBER OR EMPLOYMENT

You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment. Send changes to Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222.

FOREIGN TRANSACTIONS

If you effect a transaction at a merchant that settles in a currency other than U.S. dollars, MasterCard® International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by one percent. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

APPLICABLE LAW

This Agreement and your Account will be governed by federal law and the laws of Utah, whether or not you live in Utah and whether or not your Account is used outside of Utah. This Agreement is entered into in Utah and all credit under the Agreement will be extended from Utah. All terms and conditions of this Agreement (including the change of terms provision, the applicable law provision, and the finance charge, late charge, returned check charge, over limit charge, and research charge provisions) are deemed to be material to the determination of the finance charge.

ASSIGNMENT OF ACCOUNT

We may sell, assign or transfer your Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account.

PRIVACY PRACTICES

You agree that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies, and that we may use this information to cancel or suspend your credit privileges under this Agreement even if you are not in default with us. You also agree that we may, on a regular basis, furnish purchase, transaction and credit experience information regarding your Account to others seeking such information, including our affiliates and other third parties. You authorize us to share such information contained on your application with our affiliates and other third parties. If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a credit reporting agency(ies). You agree that any government agency may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you and to other Cardholders.

UPDATED FINANCIAL AND OTHER INFORMATION

Upon request, you agree to promptly give us accurate financial and other information about yourself.

SEVERABILITY

If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable.

Your credit card is issued under this Agreement by Direct Merchants Credit Card Bank℠, National Association, Salt Lake City, Utah.

First Data Resources, Inc. provides processing services for Direct Merchants Credit Card Bank, National Association. You may write to us at: P.O. Box 21222, Tulsa, Oklahoma 74121-1222.

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 bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill 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 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 unsure of.

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 the bill was correct.

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

If we find that we made a mistake on your bill, 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 that 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 ten days telling us that you still refuse to pay, we must tell anyone to whom we furnished credit information about you that you have a question about your bill. And we must tell you the name of anyone to whom we gave this information. We must tell anyone we report to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first $50 of the questioned amount, even if your bill 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:

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

(b) 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-2889 (7/96)

Printed on recycled paper

MasterCard

DIRECT MERCHANTS BANK℠

Cardholder Agreement

AGREEMENT TO TERMS — USE OF YOUR ACCOUNT — DEFINITION OF PARTIES

This is the Agreement which covers your credit card account (called your "Account") with us. You and Direct Merchants Credit Card Bank℠, National Association, will be bound by it from the first time you use the Account. If your Account is a Joint Account, you and your joint Account holder each promise to pay and are jointly and individually responsible for all amounts due under this Agreement.

In this Agreement, and in your monthly statements, the words "you" and "your" refer to all persons named on the credit card application, credit card or acceptance form, and the words "we," "us," and "our" refer to Direct Merchants Credit Card Bank℠, National Association.

PROMISE TO PAY

You promise to pay for: (a) credit extended by Direct Merchants Credit Card Bank, National Association, to you or to anyone whom you permit to use this Account; (b) finance charges, late charges, and other administrative charges (e.g., returned check charges, research charges) provided in this Agreement; and (c) collection costs and attorneys' fees as permitted by applicable law if your Account should go into default.

We can accept late or partial payments, or checks or money orders marked "Payment in Full" or otherwise restrictively endorsed without losing any of our rights under this Agreement.

CASH ADVANCES

The term cash advance is defined as and includes the following transactions: (a) Automated Teller Machine (ATM) transactions; (b) transfer and convenience check transactions; and (c) in-bank transactions. Convenience checks are used the same as personal checks. Both transfer and convenience checks are drawn on your Account and billed on your statement.

There is a cash advance transaction fee applied to every cash advance transaction. The cash advance transaction fee is equal to 2% of the cash advance, with a minimum fee of $2 per transaction.

MAXIMUM CREDIT LINE

You may obtain credit by any means approved by us until the total unpaid balance of your Account reaches your maximum credit line. Your cash advance credit limit may be limited to 50% of your maximum credit line. You agree not to allow your total unpaid balance, including finance charges and other charges, to exceed your maximum credit line. We are not required to make cash advances (including accepting transfer or convenience checks or ATM transactions) or extend credit for purchases at your request if you have exceeded your credit line, but if we do, you agree to pay us that excess amount, plus applicable finance charges and an over limit fee, immediately. Your credit line amount is defined on the enclosed Card Carrier directly above your credit card.

STATEMENTS

We will send you a statement covering each billing cycle in which you have a balance in excess of $1. The statement will reflect: (a) payments, credits, purchases, cash advances, finance charges, and all other charges made to your Account during the billing cycle; (b) the minimum payment you must make (called the "minimum payment") and the date by which the

EXHIBIT B

minimum payment must be paid in order to avoid late charges; and (c) your available credit.

PAYMENT

Payment is due when you receive your statement each month. We will not impose any late charges if you pay at least the minimum payment reflected in your statement by the date specified, which will always be 25 days from the statement date. If you wish, you may pay more than the minimum payment and at any time you may pay the entire amount due for the current billing cycle (called "new balance"). Send payments to Cardholder Payments, P.O. Box 85305, Louisville, KY 40285-5305.

The minimum payment each month will be equal to 2% of the new balance or $10, whichever is greater, or the amount of the new balance if less than $10, plus:

(a) any past due amounts appearing on your statement; and

(b) the amount by which the new balance exceeds your credit line.

All payments by mail must be made by check or money order. Payments may not be made using a transfer or convenience check. You agree that any payment you make may be returned to you without applying it to your Account and without presentment or protest, for reasons including, but not limited to, that the check or money order: (1) is not drawn on the U.S. Post Office or a financial institution located in the United States; (2) is missing a signature; (3) is drawn with different numeric and written amounts; (4) contains a restrictive endorsement; (5) is post dated; (6) is not payable to Direct Merchants Bank, or Direct Merchants Credit Card Bank, N.A.; (7) is not payable in U.S. dollars; (8) is not paid upon presentment; or (9) is drawn on a transfer or convenience check. You agree to pay any bank collection fees we incur for any check payments made in U.S. dollars drawn on a financial institution not located in the United States. All payments under this Agreement must be received at the address specified on your billing statement.

HOW WE FIGURE FINANCE CHARGES

The periodic finance charge is calculated separately for purchases and cash advances. To calculate the finance charge for purchases, we multiply the average daily balance for purchases times the monthly periodic rate for purchases. There is no finance charge for purchases when a grace period applies. To calculate the finance charge for cash advances, we multiply the average daily balance for cash advances times the monthly periodic rate for cash advances, then add applicable cash advance transaction fees. The Account is subject to a minimum finance charge of $ .50.

AVERAGE DAILY BALANCES

We calculate average daily balances separately for purchases and for cash advances. In each case, we start by calculating a "daily balance" for each day in the billing cycle.

- The daily balance of purchases for any day is equal to the previous day's daily balance for purchases plus any new purchases and any other charges that we add that day and minus any payments and credits we apply to purchases that day.

  We add new purchases to the daily balance on the purchase date.

  If other charges (like annual fees, late charges, over limit charges and finance charges) appear on a monthly periodic statement, we add them to your daily balance on the day following the closing date of the statement.

  We apply payments and credits on the day they are received.

- The daily balance of cash advances on any day is equal to the previous day's daily balance for cash advances, plus any new cash advances made that day and minus any payments and credits applied to cash advances that day. If you incur cash advance transaction fees during the period covered by a monthly periodic statement, we add them to your daily balance on the day following the closing date of the statement. We treat any cash advances obtained by transfer or convenience checks as having been made on the transaction date shown on your periodic statement.

-2689

After we have calculated all the daily balances for a monthly billing cycle, we add the daily balances for purchases and the daily balances for cash advances, and then divide each sum by the number of days in the billing cycle. The resulting amounts are the average daily balances for purchases and cash advances.

MONTHLY PERIODIC RATES

The monthly periodic rate for purchases (as of June, 1996) is 1.54%, which corresponds to an ANNUAL PERCENTAGE RATE of 18.50%. The monthly periodic rate for cash advances (as of June, 1996) is 1.71%, which corresponds to an ANNUAL PERCENTAGE RATE of 20.50%. The monthly periodic rate is a variable rate that may increase or decrease if the highest prime rate published in *The Wall Street Journal* (the "prime rate") increases or decreases. The monthly periodic rate for purchases for any monthly billing cycle will be one twelfth of the sum of 10.25% plus the prime rate published on the third Tuesday of the month preceding the month in which that billing cycle ends, and for cash advances one twelfth of the sum of 12.25% plus the prime rate. The monthly periodic rate for both cash advances and purchases may never fall below 1.36% regardless of the level of the prime rate. An increase in the monthly periodic rate may increase the minimum payment due on your Account.

ADJUSTING FOR GRACE PERIODS

"Grace periods" are periods during which we impose no finance charges on purchases. We impose no finance charge on a purchase added to your daily balance during the billing cycle covered by a periodic statement if that statement shows no previous balance or shows that the previous balance was paid in full within 25 days. Also, we impose no additional finance charge on any purchases included in the new balance of a monthly periodic statement if you pay the new balance in full on or before the date specified in your statement.

LATE CHARGE

At least the minimum payment amount shown on your statement is due each month when you receive your statement. We may impose a $15 late charge if you do not pay at least the minimum payment by the date specified in your statement, which will always be 25 days from the statement date.

OVER LIMIT CHARGE

If you go over your credit line, you will be billed an over limit charge of $15. This charge will be imposed only once per billing cycle, but will be imposed in each billing cycle that you remain over your credit line.

RETURNED CHECK CHARGE

You agree to pay $15 each time you make a payment on your Account with a check that is returned unsatisfied by your bank or other financial institution.

RESEARCH CHARGES

You agree to pay $5 for each sales slip, statement, transfer or convenience check copy you request if more than one copy is requested per year.

APPLICATION OF PAYMENTS

We apply your payments in the following order: to any unpaid finance charges, administrative charges, promotional balances, cash advances, and purchases.

CHANGE OF TERMS (including finance charges)

SUBJECT TO APPLICABLE LAW, WE MAY CHANGE OR TERMINATE ANY TERM OF THIS AGREEMENT OR ADD NEW TERMS AT ANY TIME, WITHOUT LIMITATION, INCLUDING ADDING OR INCREASING FEES, INCREASING YOUR MONTHLY MINIMUM PAYMENT AND INCREASING THE RATE OR AMOUNT OF FINANCE CHARGES, OR CHANGING THE METHOD OF COMPUTING THE BALANCE UPON WHICH FINANCE CHARGES ARE ASSESSED. PRIOR WRITTEN NOTICE WILL BE PROVIDED TO YOU WHEN REQUIRED BY APPLICABLE LAW. CHANGES MAY APPLY TO BOTH NEW AND OUTSTANDING BALANCES.

DEFAULT AND TERMINATION OF AGREEMENT

You will be in default under this Agreement upon: (a) your failure to make at least the minimum payment by the date specified in your statement; (b) your violation of any other provision of this Agreement; (c) your death; (d) your becoming the subject of bankruptcy or insolvency proceedings; (e) your becoming the subject of attachment, foreclosure, repossession, lien, judgement or garnishment proceedings; (f) your failure to supply us with any information we reasonably deem necessary; (g) your supplying us with misleading, false, incomplete or incorrect information; (h) our receipt of information that you are unwilling or unable to perform the terms or conditions of this Agreement; (i) our receipt of information from third parties, including credit reporting agencies, which indicates a serious delinquency or charge-off with other creditors; or (j) your moving out of the U.S. After you default, your Account balance will continue to accrue finance charges at the contract rate. Balances outstanding under this Agreement when your credit line is reduced or terminated will continue to accrue finance charges until paid in full and are subject to all the terms and conditions of this Agreement. Upon default, we have the right to terminate or suspend your credit privileges under this Agreement, to change the terms of your Account and this Agreement, to require you to pay your entire Account balance including all accrued but unpaid charges immediately, and to sue you for what you owe. You will pay our court costs, reasonable attorneys' fees and other collection costs related to the default to the extent permitted by applicable law. Upon default, we will apply your payments first to attorneys' fees and then in the order set forth under Application of Payments.

CREDIT AUTHORIZATIONS

Some transactions will require our prior authorization and you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for any refusal to accept or honor your card.

CARD RENEWAL

Cards are issued with an expiration date. We have the right not to renew your card for any reason.

CARD CANCELLATION

The card(s), transfer and convenience checks issued to you remain our property. Upon cancellation, you agree to return your card(s) and any unused transfer or convenience checks to us.

CLOSING YOUR ACCOUNT

You can cancel or close your Account by writing to us at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222. Your notice becomes effective within five days after we receive it. If you cancel the Account, you must immediately pay everything you owe us, including any amounts owed but not yet billed to you. If you do not pay us immediately, outstanding balances will continue to accrue finance and other charges and be subject to the terms and conditions of this Agreement. You also agree to return your card(s) and any unused transfer and/or convenience checks to us. We will not honor any transfer or convenience check written on your Account if we receive the check after your Account is cancelled.

LIABILITY FOR UNAUTHORIZED USE

You should retain your copies of all charge slips until you receive your statement, at which time you should verify that the charges are true and the amounts unaltered. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. Notification must be given by you immediately upon learning of the loss, theft or possible unauthorized use by calling us at 1 800 205-9988 or writing us at Cardholder Services, P.O. Box 21222, Tulsa, Oklahoma 74121-1222. In any case, your liability for unauthorized use of your credit card will not exceed $50. However, unauthorized use does not include use by a person to whom you have given the credit card or authority to use the Account, and you will be liable for all use by such a user. To terminate this authority, you must retrieve the credit card from

Collector Window

Debtor ID 688822 Type Consumer SSN DOB DL ST

Name ROBERT BACHER 171-32-6168 03/08/1943

Attorne
Name
Firm

Account Details Window

ID 688822 0

Status 311-Atty handling for CFSI

Date 01/18/2003

Clt ID 4335

Orig Clt GE

Clt Ref No UQ063624

Bureau Report ☑ Last Report 01/28/2003

Debt Descr

Comments 5410583901250140

Debt Type CCD

Coll Plan 007

Fee Plan AAA

Cont Plan UNI

Sales Rep 001

Int Rate 18.00

Last Pmt

Service Date 05/08/1995

Last Charge Date

First Delinquency 11/30/2000

Charge Off Date

List Date 06/18/2002

Int Calc Date 06/18/2002

Last Pmt Date

Statute Date

	Original	Accrued	Adjustments	Paid	Balance
Principal	$4,259.68		$0.00	$0.00	$4,259.68
Interest	$363.32	$1,012.52	$0.00	$0.00	$1,375.84
Court Cost	$0.00		$0.00	$0.00	$0.00
Check Fee	$0.00		$0.00	$0.00	$0.00
Attorney Fee	$0.00		$0.00	$0.00	$0.00
Service Fee	$0.00		$0.00	$0.00	$0.00
Misc. Fees	$0.00		$0.00	$0.00	$0.00

Balance $5,635.52

EXHIBIT C

AFFIDAVIT

I, Patricia Cobb, Esquire, of Commonwealth Financial Systems, Inc., Plaintiff herein, verify that the statements of fact contained in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

11-28-03
Date:

Patricia C. Cobb
PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 100462 CFSI File No. 688822

Robert Bacher

CR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC., assignee of UNIFUND CCR PARTNERS, assignee of DIRECT MERCHANTS BANK

Plaintiff(s)

-vs-

ROBERT BACHER

Defendant(s)

NO. 03-1876-CD
IN CIVIL ACTION

PETITION FOR LEAVE TO SERVE DEFENDANT PURSUANT TO Pa. R.C.P. 430

CODE -
FILED ON BEHALF OF
PLAINTIFF

COUNSEL OF RECORD FOR THIS PARTY:

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466
Fax (412) 682-3138

FILED
MAR 10 2004
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC., assignee of UNIFUND CCR PARTNERS, assignee of DIRECT MERCHANTS BANK	**NO. 03-1876-CD** **IN CIVIL ACTION**

-vs- *Plaintiff(s)*

ROBERT BACHER

Defendant(s)

PETITION FOR LEAVE TO SERVE DEFENDANT PURSUANT TO Pa. R.C.P. 430

AND NOW, comes the Plaintiff, **Commonwealth Financial Systems, Inc. assignee of Unifund CCR Partners, assignee of Direct Merchants Bank**, by and through its attorney, Apple and Apple, P.C., and moves this Honorable Court to enter an Order authorizing service upon Defendant by regular and certified mail pursuant to Pa. R.C.P. 430 and in support thereof avers the following:

1. Plaintiff filed this action on December 22, 2003. Plaintiff's Complaint identifies Defendant as a resident of **894 Lyleville Road Coalport PA 16627** .

2. The Sheriff attempted to serve Defendant at the above address. A return was made of "NEI" which contained a notation by the Deputy that the Defendant is an over the road truck driver. A copy of the Sheriff's return card is attached as Exhibit "A."

3. The nature and extent of the investigation which was made to determine the Defendant's whereabouts is set forth in the Affidavit which is attached to this Motion.

4. For the reasons set forth in this Affidavit, Defendant continues to reside at and will receive mail addressed to **894 Lyleville Road Coalport PA 16627** .

WHEREFORE, Plaintiff requests this Court to authorize service on the Defendant by regular and certified mail, sent to Defendant's residence.

Respectfully Submitted,

APPLE AND APPLE, P.C.

Dated: 3/2/04

By: [signature]
Attorneys for Plaintiff(s)

In The Court of Common Pleas of Clearfield County, Pennsylvania

COMMONWEALTH FINANCIAL SYSTEMS INC.

vs.

BACHER, ROBERT

COMPLAINT

Sheriff Docket # 14965

03-1876-CD

COPY

SHERIFF RETURNS

NOW JANUARY 22, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO ROBERT BACHER, DEFENDANT. DEFENDANT IS OVER THE ROAD TRUCK DRIVER.

Return Costs

Cost	Description
75.00	SHERIFF HAWKINS PAID BY: ATTY CK# 1147
10.00	SURCHARGE PAID BY: ATTY CK# 1148

Sworn to Before Me This

_____ Day Of __________ 2004

____

So Answers,

Chester A. Hawkins

Chester A. Hawkins
Sheriff

EXHIBIT A

APPLE and APPLE P.C. *Attorneys at Law*
4650 BAUM BOULEVARD - PITTSBURGH, PA 15213-1237

TEL: 412-682-1466
FAX: 412-682-3138

MARVIN J. APPLE
JAMES R. APPLE
CHARLES F. BENNETT
JAMES S. ALTER
JOEL E. HAUSMAN
MARYLOUISE WAGNER

Postmaster Coalport, PA 16627

Date 2-4-04

Request for Change of Address or Boxholder Information Needed for Service of Legal Process

Please furnish the new address or the name and street address (if a boxholder) for the following:

Name: Robert Dacher

Address: 894 Lykville Road

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g., process server, attorney, party representing himself): attorney

2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting *pro se* - except a corporation acting *pro se* must cite statute): N/A

3. The names of all known parties to the litigation: Commonwealth Financial vs. Same as above

4. The court in which the case has been or will be heard: Common Pleas

5. The docket or other identifying number if one has been issued: 100462 03-1876-CD

6. The capacity in which this individual is to be served (e.g. defendant or witness): defendant

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO $10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

JRApple
Signature

JR Apple
Printed Name

Address APPLE & APPLE
4650 BAUM BLVD.
City, State, ZIP Code PITTSBURGH, PA 15213-1231

FOR POST OFFICE USE ONLY

X No change of address order on file (Address is good as addressed).

IF POST OFFICE BOX IS VALID, PLEASE GIVE PHYSICAL ADDRESS BELOW.

__ NEW ADDRESS or BOXHOLDER'S POSTMARK:
(Please provide even if forwarding order has expired)

__ Not known at address given.

__ FOE Moved, forwarding order expired.

__ No such address.

EXHIBIT B

COALPORT PA 16627 USPS 2004

AFFIDAVIT

1. I am the attorney for the Plaintiff in the above-captioned matter;

2. This action was instituted as a result of breach of a credit agreement on or about November 30, 2000.

3. By correspondence dated February 6, 2004, counsel for Plaintiff has been informed by the Office of the Post Master that there has been no change of address on record for Defendant and that Defendant is accepting and receiving mail at that address. This correspondence is attached as Exhibit "B".

I, the undersigned counsel of record for Plaintiff herein verify that these statements are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

APPLE AND APPLE, P.C.

Dated: 3/2/04

By: James [signature]
Attorneys for Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC., assignee of UNIFUND CCR PARTNERS, assignee of DIRECT MERCHANTS BANK

-vs- *Plaintiff(s)*

ROBERT BACHER

Defendant(s)

NO. 03-1876-CD
IN CIVIL ACTION

ORDER OF COURT

AND NOW, to-wit, this 11th day of March, 2004, it is hereby ORDERED that Plaintiff may serve Defendant, **Robert Bacher**, by mailing within thirty (30) days to Defendant a copy of the Complaint filed in this action, by regular U. S. Mail, postage prepaid, and by certified mail, return receipt requested, to the following address:

Robert Bacher
894 Lyleville Road
Coalport PA 16627

Service shall be deemed to have been made on the date of the mailings made in accordance with this Court Order.

BY THE COURT:

Fredric J Ammerman, J.

FILED
MAR 12 2004
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC., assignee of UNIFUND CCR PARTNERS, assignee of DIRECT MERCHANTS BANK

Plaintiff(s)

-vs-

ROBERT BACHER

Defendant(s)

NO. 03-1876-CD
IN CIVIL ACTION

PRAECIPE TO SETTLE AND DISCONTINUE

CODE –
FILED ON BEHALF OF PLAINTIFF

COUNSEL OF RECORD FOR THIS PARTY:

James R. Apple, Esq.
PA I.D. No. 37942
Charles F. Bennett, Esq.
PA I.D. No. 30541
Joel E. Hausman, Esq.
PA I.D. No. 42096
Apple and Apple, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213
Telephone (412) 682-1466
Fax (412) 682-3138

FILED
APR 19 2004
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC., assignee of UNIFUND CCR PARTNERS, assignee of DIRECT MERCHANTS BANK

NO. 03-1876-CD
IN CIVIL ACTION

-vs- *Plaintiff(s)*

ROBERT BACHER

Defendant(s)

PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY:

Kindly Settle and discontinue the above-captioned matter upon the records of the Court.

APPLE AND APPLE, P.C.

Dated 4/16/04

By: [signature]
Attorneys for Plaintiff

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE ABOVE CASE.

THIS STATEMENT IS MADE SUBJECT TO THE PENALTIES OF 18 PA.C.S. §4904 RELATING TO UNSWORN FALSIFICATIONS TO AUTHORITIES.

FILED NO CC

m/2:03 pm

APR 19 2004

William A. Shaw
Prothonotary/Clerk of Courts

Cert. of Disc. to Atty

copy to C/A

COPY

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Commonwealth Financial Systems, Inc.
Unifund CCR Partners
Direct Merchants Bank

Vs. **No. 2003-01876-CD**
Robert Bacher

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 April 19, 2004, marked:

Settled and Discontinued

Record costs in the sum of $85.00 have been paid in full by James R. Apple, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 19th day of April A.D. 2004.

William A. Shaw, Prothonotary