

2004-1353-CD  
COMMONWEALTH FINANCIAL SYSTEMS VS WILLIAM J. SCANISH

Comm Fin et al vs Wiliam Scanish  
2004-1353-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS,  
INC., assignee of UNIFUND CCR PARTNERS,  
assignee of CITIBANK UNIVERSAL CARD

NO. 04-1353-CJ  
IN CIVIL ACTION

Plaintiff(s)

-vs-

WILLIAM J. SCANISH

Defendant(s)

**COMPLAINT**

CODE-  
FILED ON BEHALF OF  
**PLAINTIFF**

**COUNSEL OF RECORD  
FOR THIS PARTY:**

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FILED, <sup>rec</sup> *Atty Apple*  
*m/2/10/04*  
AUG 30 2004 *Atty pd 85.00*

William A. Shaw  
Prothonotary/Clerk of Courts

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**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.**

Keystone Legal Services  
211 1/2 East Locust Street  
Clearfield, PA 16830  
814-765-9646

**COMPLAINT**

1. Plaintiff is a corporation having offices at 120 North Keyser Avenue, Scranton, PA 18504, and as the assignee of Unifund CCR Partners, assignee of Citibank Universal Card, stands in its assignor's stead, and all are hereinafter referred to interchangeably as "Plaintiff".
2. At a specific instance the 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 is attached hereto as Exhibit "A".
3. All conditions precedent to Assignor's right to be paid under the terms of the contract have occurred.
4. Defendant is an individual whose address is 134 Eddies Road, Penfield, Clearfield County, Pennsylvania 15849-6204.
5. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card by 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. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using credit card to make purchases and/or cash advances.
7. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.

8. 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.
9. Plaintiff avers that the balance due amounts to \$13,133.55, 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.
10. Plaintiff avers that the interest has accrued at the rate of 18.99% per annum on the balance due from January 30, 2004.
11. Per the term 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 amount to 25% of the balance due.
12. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

**WHEREFORE**, Plaintiff demands Judgment against Defendant in the principal amount of \$13,133.55, with appropriate additional interest from January 30, 2004, 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 ("Purchaser"), dated as of October 14, 2003 (the "Agreement"), does hereby sell, assign and transfer to Purchaser all of its good and marketable title, free and clear 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: 14 Oct 2003.

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

By  
David Rosenberg  
CEO/Chairman

For Unifund Use ONLY

Client #	PID	CID #

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EXHIBIT 

# Universal Card

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## Cardmember Agreement

This Agreement and the card carrier are your Cardmember Agreement. The card carrier contains important account information, including the annual percentage rate and the amount of any membership fee. Please read and keep the card carrier 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(s) 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 Universal Bank, N.A., a Citibank affiliate and a member of the Citigroup family of companies. The words *authorized user* mean any person to whom you give permission to use your account. The words *convenience checks* and *balance transfer checks* mean one or more checks that we may provide to access your account. The words *designated telephone number* mean the telephone number to which your Dial-1 service is billed, which may or may not be your home telephone number. The words *calling transactions* mean the calling card calls you make with your card and AT&T services you requested to have billed in detail on your billing statement. Calling transactions also include AT&T WorldNet Services which you requested be combine billed on your billing statement rather than charged as a purchase on your account. The words *AT&T services* include, but are not limited to, the following: AT&T Residential Long Distance, AT&T Local, and AT&T Wireless Services.

### Using Your Account and Your Credit Line:

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

You can use your account and your card for personal, family or household purposes only. The full amount of your credit line is available to buy or lease goods or services wherever the card is honored and to make calling transactions. Your cash advance limit is available for cash through any bank or automated teller machine that accepts the card or by using convenience checks. The total amount charged on your account, including purchases, balance transfers, cash advances, finance charges, fees, or other charges, plus your calling transactions, must always remain below your credit line. However, if that total amount exceeds your credit line you must still pay us.

If this is a joint account, each of you, together and individually, is responsible for all amounts owed, even if the account is used by only one of you. You will continue to be liable for the entire balance of your account, even if your co-applicant is ordered by a court to pay us. If a court orders your co-applicant to pay all or a portion of your account balance, you will remain liable to us if your co-applicant fails to pay as ordered by the court, and your account status will continue to be reported to the credit bureau under your name.

EXHIBIT

Yes

#### **Calling Transactions:**

You can use your card to make local, AT&T Long Distance and AT&T International Calls (calling card calls). The dialing instructions are on the back of the card. Calling transactions are separately identified in the "Call Details" section of your monthly statement. All calling transactions are due and payable in full by the payment due date on the monthly statement in which they are billed. Refer to the AT&T Calling Card Terms and Conditions section of this Agreement for more information. For additional information about AT&T services, please refer to any materials you have received from AT&T Corp.

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

#### **Billing:**

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, convenience checks, payments and credits; a summary showing separately the new purchases and new cash advances, finance charges assessed, 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, cash advances, and new calling transactions, 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 Rate for Purchases:***

Your annual percentage rate for purchases and the corresponding daily periodic rate appear on the card carrier. A daily periodic rate is the applicable annual percentage rate divided by 365. Whether or not the annual percentage rate for purchases is based on the U.S. Prime Rate plus a margin is indicated on the card carrier. Please see the section entitled "Variable Annual Percentage Rates for Purchases and Cash Advances" for details relating to how this rate may change.

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

Your ANNUAL PERCENTAGE RATE for cash advances is 19.99%, which corresponds to a daily periodic rate of 0.0548%. The daily periodic rate is the cash advance annual percentage rate divided by 365. Please see the section entitled "Variable Annual Percentage Rates for Purchases and Cash Advances" for details relating to how this rate may change if you default under any Cardmember 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 margin that appears on the card carrier to the U.S. Prime Rate published in *The Wall Street Journal* 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 Cardmember 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 23.99%. Factors considered in determining this higher rate may include the length of time the account has been open, the existence, seriousness, and timing of Cardmember 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 Cardmember 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 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 card carrier. We may also offer you a promotional annual percentage rate to

encourage specific transactions, such as transferring balances from accounts you have with other creditors. Any promotional rate offer will be subject to the terms of the offer and this Agreement.

**Transaction Fee for Balance Transfers:**

For each balance you transfer from any creditor by means other than a convenience check, we add an additional **FINANCE CHARGE** of 3.0% of the amount of the balance transfer, but not less than \$10 or more than \$29. This fee will be added to the purchase balance. The balance transfer 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.

**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 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. No finance charge is imposed on calling transactions in the billing period in which they are posted to your account. Any calling transaction that is not paid by the payment due date on the monthly statement in which it is billed is added to your daily balance for purchases on the first day of the next billing period and finance charges will begin to accrue on that day.

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 (which includes balances you transfer from any creditor by means other than a convenience check) and the daily balance for cash advances by the applicable daily periodic rate and adding together any such finance charges for purchases and separately 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 closing date of the previous billing period and includes the 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 (which includes any unpaid calling transactions from prior billing periods) and the beginning balance for cash advances each day, add any new transactions (not including new calling transactions), fees, 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 balances 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 finance charges assessed, except for minor variations caused by rounding.

YES

- 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 finance charge and the resulting finance charge in the same manner as described above.

#### **Cash Advances and Transaction Fee:**

You have obtained a cash advance if you obtain funds from an automated teller machine (ATM); through a convenience 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. For each cash advance, we add an additional **FINANCE CHARGE** of 3.0% of the advance, but not less than \$10. This fee will be added to the cash advance balance. (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 line. 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.

#### **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. Both Visa and MasterCard increase this conversion rate by one percent and keep 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 three figures. The first is any previous amount that is past due plus any amount in excess of your credit line. The second is the sum of all calling transactions posted to your account in the

billing period. The third is the greater of the amount of your billed finance charges or one of the following:

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

You must pay at least the minimum amount 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 transfer from creditors, before we apply such payments to your 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 currency conversion rate at our discretion.

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

We will add a \$29 fee to the purchase balance for each billing period that the New Balance exceeds your credit line.

#### **Late Fee:**

We will add a \$29 fee to the purchase balance for each billing period you fail to make the minimum payment by its due date.

#### **Returned Payment Fee:**

We will add a \$29 fee to the purchase balance when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we will assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission.

#### **Convenience Checks:**

Convenience 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 convenience checks as a cash

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advance and charge them against your cash advance limit. Each convenience check must be in the form we have issued and must be used according to any instructions we give you. Convenience checks may be used only by the person whose name is printed on them. Convenience checks may not be used to pay any amount owed to us under this or any other Cardmember Agreement. We will not certify any convenience checks, nor will we return paid convenience checks.

**Returned Convenience Check Fee:**

We will add a \$29 fee to the cash advance balance if we decline to honor a convenience check. 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 convenience check is stopped at your request. You may stop payment on convenience checks which we issue to you on or after May 4, 2000, by notifying us in writing at P.O. Box 6500, Sioux Falls, South Dakota 57117, or by calling us at the telephone number listed on the billing statement. You may not stop payment on a check which we issue to you prior to May 4, 2000 unless you call us prior to May 4, 2000. 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 Convenience and Balance Transfer Checks:**

If any card, account number or 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 1-800-423-4343. We may require you to provide certain information in writing to help us find out what happened, and to comply with such procedures as we may require in connection with our investigation. Don't use the card, account number, or any checks after we've been notified, even if they are found or returned. You may be liable for unauthorized use of the account, but not for more than \$50. You won't be liable for unauthorized purchases, cash advances or calling card calls 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 default under this Agreement if you fail to pay the minimum payment listed on each billing statement when due, fail to make a payment to any other creditor when due, file for bankruptcy, exceed your credit line, pay by a check or similar instrument that is not honored or that we must return because it cannot be processed, pay by automatic debit that is returned unpaid, or default on any other Cardmember Agreement. If you default, we may close your account and demand immediate payment of the full balance.

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**Prauthorized Charges:**

If you default, if the card is lost or stolen, or we change your account or account number for any reason, we may suspend automatic charges on that account to third-party vendors for insurance premiums or other goods or services. If preauthorized charges are suspended, you must contact the third-party vendor to reinstate them. You are responsible for making direct payment for such charges until you reinstate automatic charges.

**Collection Costs:**

If we refer collection of your account to a lawyer who is not our salaried employee, you will be liable for any reasonable attorney's fees we incur, plus the costs and expenses of any legal action, to the extent permitted by law.

**Customer Privacy:**

We will safeguard, according to strict standards of security and confidentiality, any information you share with us. We will limit the collection and use of any such information to the minimum we require in order to deliver you superior service, which includes advising you about our products, services, and other opportunities, and to administer our business. We will permit only authorized employees, who are trained in the proper handling of customer information, to have access to your information. Whenever we hire other organizations to provide support services, we will require them to conform to our privacy standards and to allow us to audit them for compliance.

We will always maintain control over the confidentiality of your information. We will, however, facilitate relevant marketing and promotional offers from reputable companies that meet your needs. These companies are not permitted to retain any of your information unless you have specifically expressed interest in their products or services. 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.

We may report your performance under this Agreement to credit reporting agencies, including your failure to make minimum payments on time. If you request additional cards on your account for others, you understand that we may report account information in your name as well as in the names of those other people. We may also obtain follow-up credit reports on you (for example, when we review your account for a credit line increase). If you wish to know the names of the agencies we have contacted, write us at the address listed on the billing statement. 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.

Except as set forth in this Agreement and except for reports to credit reporting agencies, information we are permitted to share with our affiliates, and information we share in connection with collection of your account, no one else will be given information about your account without your knowledge, authorization or proper legal authority.

***Sharing Customer Information Among Our Affiliates:***

To alert you to special offers and provide you with products and services that are tailored specifically to you, our affiliates share information about you on a confidential basis.

Our affiliates are permitted by law to share any information about their transactions or experiences with you. Other information you provide to us or that we obtain from third parties (for example, credit bureaus) will not be shared if you notify us that you do not want such information shared among our affiliates.

You may notify us in writing of your instruction at any time. Please send your name and address (as it appears on your account statement), along with your account type, account number and Social Security number to Citibank Processing Center at CN 3178, Mail Stop UCS, South Hackensack, NJ 07606. We ask that you mail your instruction in a stamped envelope that does not include any other correspondence. If you have already told us that you do not want such other information shared, your instruction remains in effect. You do not need to notify us again.

If you are also a customer of other Citigroup companies (such as Commercial Credit, Travelers Property Casualty, Travelers Life & Annuity, Salomon Smith Barney and Primerica Financial Services) and you receive a notice of their intent to share certain information about you with their affiliates, you will need to separately notify them if you do not want such information shared.

***Telephone Monitoring and Recording:***

From time to time we may monitor and record your telephone calls regarding your account with us to assure the quality of our service.

***Correcting Your Credit Report:***

If you think we reported erroneous information to a credit reporting agency, 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 at any time for any reason 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 checks to us upon request. If this is a joint account, either of you may request that the account be closed and we will honor that request without us having any liability to either of you.

***Refusal of the Card:***

We are not responsible if a transaction on your account is not approved, either by us or by a third party, even if you have sufficient credit available. We may limit the number of transactions which may be approved in one day. If we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges.

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until we can verify the activity. We may approve transactions 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. Unless we notify you otherwise, 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.

**Enforcing this Agreement:**

We can delay in enforcing or fail to enforce any of our rights under this Agreement without losing them.

**Assignment:**

We reserve the right to assign any or all of our rights and obligations under this Agreement to a third party.

**AT&T Calling Transactions Terms and Conditions:**

- In these AT&T Calling Card Terms and Conditions, the term AT&T Calling Card refers to the Calling Card function of your card. The words "you," "your" and "yours" mean each individual who applies for the card account.
- You agree to pay for all charges incurred with the AT&T Calling Card and to comply with the other terms set forth herein.
- The AT&T Calling Card is not transferable. You may authorize others to use the AT&T Calling Card, but the responsibility of payment for the charges incurred will remain yours.
- Charges for AT&T telecommunications services will be rated and charged in United States dollars in accordance with AT&T's effective tariffs. AT&T tariff rates for AT&T Calling Card calls may include a service charge, which will vary depending upon where and how you call. The service charge as of October 1999 for a state-to-state AT&T Calling Card using 1 800 CALL ATT is 99 cents for a non-operator-assisted call and \$2.95 for an operator-assisted call. The service charge as of October 1999 for an in-state AT&T Calling Card using 1 800 CALL ATT ranges from 35 cents to 99 cents for a non-operator assisted call and from 80 cents to \$3.45 for an operator-assisted call. These service charges may vary if you have an AT&T optional calling plan or use other dialing methods, for example, 0 or 10-10-ATT, to place an AT&T Calling Card call. All rates are subject to change.
- Effective March 1999, AT&T will add a 30 cents per call surcharge to calling card calls originated from pay phones. This surcharge recovers a pay phone usage fee imposed upon AT&T to compensate pay phone owners for using their equipment. This fee is subject to change.

UCS

- In the event the AT&T Calling Card may be used for AT&T Services not covered by tariff, AT&T will attempt to provide such non-tariffed services as described in its marketing materials, but AT&T does not warrant such services to be error-free or fit for any particular purpose. You may not use the non-tariffed portion of the services for any unlawful purpose and you are responsible for and will hold AT&T harmless against the consequences of any such unlawful use of any slander, libel or other actionable content in any message. The liability of AT&T, or any of its employees, agents or cooperating service provider(s) arising from any misdelivery, non-delivery or any other errors or omissions in the provision of the non-tariffed portion of the services is limited to an amount equal to the charge for any such service(s).
- Your account may be subject to a maximum monthly usage limit.
- If AT&T suspects fraudulent use of your AT&T Calling Card, AT&T may, among other things, suspend or terminate your AT&T Calling Card without further notice.

*Applicable Law:*

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

*For Further Information:*

You can call us at the telephone number shown on the billing statement, or at 1-800-423-4343.

*Meridith A. Jarrell*

Meridith Jarrell  
President and COO  
Universal Bank, N.A.

©2000 Universal Bank, 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 provided in the Billing Rights Summary portion on the back 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 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.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment you must tell us at least three business days before the automatic payment is scheduled to occur.

#### **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 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 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 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name and address of anyone to whom we reported your account information. We must tell anyone we report you to 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.

RICA-UCS 03/00  
CP077501



10% Post Consumer Waste



# 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.

Date:

8-3-04

Patricia A Cobb  
PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 101828

CFSI File No. 878492

Joseph T. Schudy

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

**COMMONWEALTH FINANCIAL SYSTEMS, INC.**

**VS.**

**SCANISH, WILLIAM J.**

**COMPLAINT**

**Sheriff Docket #** 16211

**04-1353-CD**

**SHERIFF RETURNS**

---

NOW SEPTEMBER 21, 2004 AT 2:15 PM SERVED THE WITHIN COMPLAINT ON WILLIAM J. SCANISH, DEFENDANT AT RESIDENCE, 134 EDDIES ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BILL SCANISH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

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**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>30.00</b>	<b>SHERIFF HAWKINS PAID BY: ATTY CK# 3073</b>
<b>10.00</b>	<b>SURCHARGE PAID BY: ATTY CK# 3074</b>

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**Sworn to Before Me This**

29 Day Of Sept. 2004

William A. Shaw

**So Answers,**

*Chester A. Hawkins  
by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

**FILED**  
0 3:05 PM  
SEP 29 2004

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Commonwealth Financial Systems, Inc.,  
assignee of Unifund CCR Partners, assignee  
of Citibank Universal Card

NO. 2004-1353-CD  
IN CIVIL ACTION

-vs- *Plaintiff(s)*  
William J. Scanish

*Defendant(s)*

**PRAECIPE FOR DEFAULT  
JUDGMENT  
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 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

60k **FILED** 100% Notice  
m/3/4/04 to Def.  
NOV 19 2004  
Atty pd. 20.00  
William A. Shaw  
Prothonotary/Clerk of Courts  
Statement to Atty

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

**Commonwealth Financial Systems, Inc.,  
assignee of Unifund CCR Partners, assignee  
of Citibank Universal Card**

**NO. 2004-1353-CD  
IN CIVIL ACTION**

-vs- *Plaintiff(s)*

## William J. Scanish

*Defendant(s)*

## **PRAECIPE FOR DEFAULT JUDGMENT**

## TO THE PROTHONOTARY:

Kindly enter Judgment against the above- named Defendant(s) in Default of an Answer, in the amount of \$18,371.18, computed as follows:

Amount named in Complaint	\$13,133.55
Interest from January 30, 2004 to November 12, 2004 on \$13,133.55	\$1,954.25
Less payment of:	-\$
Attorney fees	\$3,283.38
<b>TOTAL</b>	<b>\$18,371.18</b>

I certify that Notice of the intention to enter this Judgment was given pursuant to Pa. R.C.P. 237.1. A copy of said Notice is attached, and was mailed on November 2, 2004 by regular mail, postage prepaid and, addressed as follows:

Defendant: William J. Scanish  
134 Eddies Road  
Penfield PA 15849-6204

## APPLE AND APPLE, P.C.

Dated: 11/17/04

By:   
Attorneys for the Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS,  
INC., assignee of UNIFUND CCR PARTNERS,  
assignee of CITIBANK UNIVERSAL CARD

NO. 2004-1353-CD  
IN CIVIL ACTION

Plaintiff(s)

-vs-

WILLIAM J. SCANISH

Defendant(s)

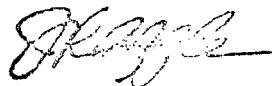
William J. Scanish  
134 Eddies Road  
Penfield, PA 15849-6204

Date of Notice: November 2, 2004

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY-ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU, UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE. A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Keystone Legal Series  
211 1/2 East Locust Street  
Clearfield, PA 16830  
814-765-9646



By: \_\_\_\_\_

James R. Apple, Esq.  
Attorneys for Plaintiff(s)  
4650 Baum Boulevard  
Pittsburgh, PA 15213-1237  
Telephone (412) 682-1466

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

COPY

NO. 2004-1353-CD  
IN CIVIL ACTION

Commonwealth Financial Systems, Inc.,  
assignee of Unifund CCR Partners, assignee  
of Citibank Universal Card

-vs- Plaintiff(s)

William J. Scanish

Defendant(s)

**NOTICE OF JUDGMENT OR ORDER**

TO:  Plaintiff  Defendant  Garnishee

You are hereby notified that the following Order or Judgment was entered against  
you on November 19, 2004.

Assumpsit Judgment in the amount of \$18,371.18, plus costs.

Trespass Judgment in the amount of \$\_\_\_\_\_.

If not satisfied within sixty (60) days, your motor vehicle operator's license and/or

Registration will be suspended by the Dept. of Transportation, Bureau of Traffic  
Safety, Harrisburg, PA.

Entry of Judgment

Court Order

Non-Pro

Confession

Default

Verdict

Arbitration Award

Other

William J. Scanish  
134 Eddies Road  
Penfield, PA 15849-6204

**PROTHONOTARY**

By: \_\_\_\_\_  
Prothonotary(or Deputy)

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

Commonwealth Financial Systems, Inc.  
Unifund CCR Partners  
Citibank Universal Card  
Plaintiff(s)



No.: 2004-01353-CD

Real Debt: \$18,371.18

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

William J. Scanish Entry: \$20.00  
Defendant(s)

Instrument: Default Judgment

Date of Entry: November 19, 2004

Expires: November 19, 2009

Certified from the record this 19th day of November, 2004.

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William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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Plaintiff/Attorney