

04-1540-CD
CITIBANK (SOUTH DAKOTA) N.A. vs. JAMES L. LOVE

Citibank vs James Love
2004-1540-CD

BURTON NEIL & ASSOCIATES, P.C.
By: Burton Neil, Esquire
Identification No. 11348
1060 Andrew Drive, Suite 170
West Chester, PA 19380
(610) 696-2120
Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA) N.A.
701 East 60th Street North, Sioux Falls, SD
Plaintiff
v.

JAMES L LOVE
518 Brisbin Street, Houtzdale PA 16651-1207
Defendant

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 04-1540-CO
: CIVIL ACTION - LAW

**COMPLAINT
NOTICE**

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. 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.

LAWYER REFERENCE AND
INFORMATION SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telephone No. 814-765-2641 Ext. 5982

FILED
M 2:51 PM *PL 85-00*
JCC to LBF
OCT 04 2004

William A. Shaw
Prothonotary

BURTON NEIL & ASSOCIATES, P.C.
By: Burton Neil, Esquire
Identification No. 11348
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA) N.A. : IN THE COURT OF COMMON PLEAS
701 East 60th Street North, Sioux Falls, SD
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
v. : NO.
JAMES L LOVE : CIVIL ACTION - LAW
518 Brisbin Street, Houtzdale, PA
Defendant

Complaint

1. The plaintiff is Citibank (South Dakota) N.A., with place of business located at 701 East 60th Street North, Sioux Falls, South Dakota.
2. The defendant is James L Love, who resides at 518 Brisbin Street, Houtzdale, Clearfield County, Pennsylvania.
3. Plaintiff, a national banking association, engages in various types of banking business including consumer lending through the issuance of credit cards.
4. Plaintiff furnished consumer credit to the defendant by means of a credit card with account number 5424180363915403 hereinafter referred to as the credit card account.
5. Plaintiff maintained an accurate and running record of all debits and credits to the credit card account in its books of account.
6. Plaintiff mailed defendant a written statement each month which accurately stated the debits and credits to the credit card account for the prior billing period.
7. Defendant received the monthly statements from plaintiff for the credit card account including the statement attached hereto as Exhibit A statement without protest, dispute or objection.
8. Defendant is not protesting, disputing or objecting to the statements including the Exhibit A statement thereby assented and agreed to the correctness of the balance due on the credit card account so as to constitute an account stated.

BURTON NEIL & ASSOCIATES, P.C.

By: Burton Neil, Esquire

Identification No. 11348

1060 Andrew Drive, Suite 170

West Chester, PA 19380

610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA) N.A.
701 East 60th Street North, Sioux Falls, SD

Plaintiff

: IN THE COURT OF COMMON PLEAS

v.

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO.

JAMES L LOVE
518 Brisbin Street, Houtzdale, PA

Defendant

: CIVIL ACTION - LAW

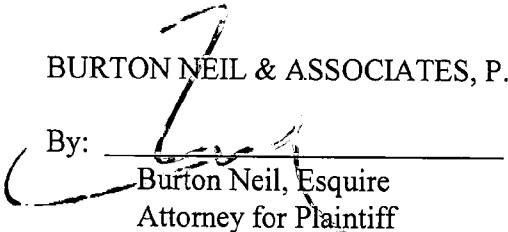
Complaint

1. The plaintiff is Citibank (South Dakota) N.A., with place of business located at 701 East 60th Street North, Sioux Falls, South Dakota.
2. The defendant is James L Love, who resides at 518 Brisbin Street, Houtzdale, Clearfield County, Pennsylvania.
3. Plaintiff, a national banking association, engages in various types of banking business including consumer lending through the issuance of credit cards.
4. Plaintiff furnished consumer credit to the defendant by means of a credit card with account number 5424180363915403 hereinafter referred to as the credit card account.
5. Plaintiff maintained an accurate and running record of all debits and credits to the credit card account in its books of account.
6. Plaintiff mailed defendant a written statement each month which accurately stated the debits and credits to the credit card account for the prior billing period.
7. Defendant received the monthly statements from plaintiff for the credit card account including the statement attached hereto as Exhibit A statement without protest, dispute or objection.
8. Defendant is not protesting, disputing or objecting to the statements including the Exhibit A statement thereby assented and agreed to the correctness of the balance due on the credit card account so as to constitute an account stated.

9. The amount due plaintiff on the account stated, less credits, if any issued subsequent to the Exhibit A statement, is \$4,033.76.

Wherefore, plaintiff demands judgment against defendant for the sum of \$4,033.76, and the costs of this action.

BURTON NEIL & ASSOCIATES, P.C.

By: 

Burton Neil, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates, P.C. is a debt collector.

07/12/04 \$4033.76 \$9999.99 SITE:KC-CL TM:CO-5000 ACID:KCB7150
 PMT DUE DATE NEW BALANCE MIN. AMT. DUE 07/13/04 19:38:21:

JAMES L LOVE
 518 BRISBIN ST
 HOUTZDALE
 16651-1207000

PA

CITI CARDS
 P.O. BOX 8111
 S HACKENSACK, NJ
 07606-8111

Citi® Platinum Select® Card



Account Number
 5424 1803 6391 5403

Customer Service:

1-800-950-5114	Total Credit Line \$2000	Available Credit Line \$0	Cash Advance Limit \$400	Available Cash Limit \$0	New Balance \$4033.76
BOX 6500 SILOUX FALLS, SD 57117	Statement/ Closing Date 06/16/2004	Amount Over Credit Line \$2033.76	Past Due \$514.53	Purch/Adv Minimum Due \$88.00	Minimum Amount Due \$4033.76

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	6/16		Standard Purch OVER CREDIT LIMIT FEE 62 0000	29.00
	6/16		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	68.71
	6/16		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	9.46

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Our records show home phone 814-378-7484 and business phone 814-856-7544. Please update coupon if incorrect.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$3,451.57	\$29.00	\$0.00	\$68.71	\$3,549.28
ADVANCES	\$475.02	\$0.00	\$0.00	\$9.46	\$484.48
TOTAL	\$3,926.59	\$29.00	\$0.00	\$78.17	\$4,033.76

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$3,484.67	0.06573%(D)	23.990%	23.990%
ADVANCES Standard Adv	\$479.58	0.06573%(D)	23.990%	23.990%

EXHIBIT

VERIFICATION

SUSAN CAREY is Attorney Management Specialist for Citibank (South Dakota) N.A. the within Plaintiff in this action, and that the statements of fact made in the foregoing Complaint are true and correct to the best of the undersigned verifier's knowledge and belief. The undersigned understands that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 9/24/04

✓ Susan Carey

James L Love
5424180363915403

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIBANK (SOUTH DAKOTA) N.A.,
Plaintiff

Vs.

JAMES L. LOVE,
Defendant

CIVIL DIVISION

No. 04-1540-CD

**DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S
COMPLAINT**

Filed on Behalf of:

Defendant, JAMES L. LOVE

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

667
FILED 2cc
01348841 Atty Colavecchi
OCT 14 2004

CLERK OF COURT
CLEARFIELD COUNTY, PA

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

CITIBANK (SOUTH DAKOTA) N.A. :
Plaintiff :
:
vs. : No. 04 - 1540 - CD
:
JAMES L. LOVE :
Defendant :

DEFENDANT'S PRELIMINARY OBJECTIONS TO
PLAINTIFF'S COMPLAINT

Defendant, James L. Love, through his Attorney, Joseph Colavecchi, Esquire, files Preliminary Objections to Plaintiff's Complaint and respectfully avers as follows:

1. Plaintiff filed a Complaint in the Court of Common Pleas of Clearfield County, Pennsylvania, on or about October 4, 2004 alleging that Plaintiff furnished consumer credit to Defendant through a credit card account.
2. Plaintiff alleges that there is an unpaid balance on the credit card account of Four Thousand Thirty-three Dollars and Seventy-six Cents (\$4,033.76).
3. Plaintiff attached one page of what is alleged to be a statement of the account. However, Plaintiff failed to attach a copy of the original agreement Plaintiff alleges that Defendant breached.

4. Plaintiff has failed to produce detailed statements of the account showing all purchases made on said account and how Plaintiff calculates the amount that is due.

5. Plaintiff fails to state what, if any, charges were made for interest, late fees, and other various charges which may or may not have been imposed by Plaintiff and the legal authority for such charges.

6. Plaintiff's Complaint is insufficient on its face and should be dismissed because Plaintiff failed to produce an original copy of the agreement and a detailed monthly statement of the account setting out purchases made and costs incurred so that Defendant is able to calculate the details leading to the conclusion of the Plaintiff and enter into a proper defense of the claims.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be stricken pursuant to Pennsylvania Rule of Civil Procedure 1028 on the grounds of legal insufficiency.

Joseph Colavecchi
JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant
221 East Market Street
Clearfield, PA 16830
(812) 765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

October 14, 2004

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

CITIBANK (SOUTH DAKOTA) N.A. :
Plaintiff :
:
vs. : No. 04 - 1540 - CD
:
JAMES L. LOVE :
Defendant :

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on October 14, 2004, a true and correct copy of Defendant's Preliminary Objections to Plaintiff's Complaint in the above matter was served on the following by depositing said copy in the United States Mail, first class, postage prepaid and addressed as follows:

Burton Neil
Attorney at Law
1060 Andrew Drive, Suite 170
West Chester, PA 19380

DATE: 10-14-04

BY: Joseph Colavecchi
JOSEPH COLAVECCHI, ESQUIRE
221 East Market Street
P.O. Box 131
Clearfield, PA 16830
814/765-1566

IN THE COURT OF COMMON PLEAS OF
CLAIERFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION
No. 04-1540-CD

CITIBANK (SOUTH DAKOTA) N.A. Plaintiff

•
vs.

JAMES L. LOVE
Defendant

DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFFS
COMPLAINT

OCT 14 2004

Protostellar - Elliptical

COLAVECCHI & COLAVECCHI
ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

In The Court of Common Pleas of Clearfield County, Pennsylvania

CITIBANK
VS.
LOVE, JAMES L.
COMPLAINT

Sheriff Docket # 16402
04-1540-CD

SHERIFF RETURNS

NOW OCTOBER 11, 2004 AT 10:24 AM SERVED THE WITHIN COMPLAINT ON JAMES L. LOVE, DEFENDANT AT RESIDENCE, 518 BRISBIN ST., HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES L. LOVE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
45.37	SHERIFF HAWKINS PAID BY: ATTY CK# 12653
10.00	SURCHARGE PAID BY: ATTY CK# 12654

Sworn to Before Me This

1st Day Of Nov, 2004
W. A. Shaw

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

So Answers,

Chester Hawkins
By Marilyn Hark
Chester A. Hawkins
Sheriff

FILED
11/3/2004
NOV 01 2004

William A. Shaw
Prothonotary/Clerk of Courts

BURTON NEIL & ASSOCIATES, P.C.
Jay H. Pressman, Esquire, Id. no. 38800
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-692-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA) N.A.
Plaintiff

v.

JAMES L.LOVE

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY PENNSYLVANIA
: NO. 04-1540 CD

Defendant : CIVIL ACTION - LAW

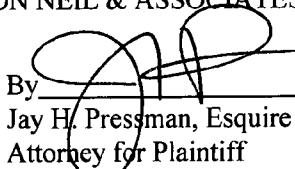
Plaintiff's Answer to Defendant's Preliminary Objections to Plaintiff's Complaint

Plaintiff, Citibank (South Dakota), N.A., by its counsel, Jay H. Pressman, Esquire, and Burton Neil & Associates, P.C., hereby answers Defendant's Preliminary Objections as follows:

1. Denied. To the contrary the complaint is a document which speaks for itself.
2. Denied. To the contrary the complaint is a document which speaks for itself.
3. Admitted in part. Denied in part. It is admitted that plaintiff did not attach any agreement to the complaint. It is denied plaintiff was required to do so or that the complaint alleges that defendant breached an agreement as is implied by defendant's preliminary objections. To the contrary, plaintiff's complaint is based upon an account stated, which is attached to the complaint.
4. Admitted in part. Denied in part. It is admitted plaintiff has not produced detailed statements of the account. It is denied plaintiff is required to do so. To the contrary plaintiff's claim is based upon an account stated which is attached to the complaint.
5. Admitted in part. Denied in part. It is admitted plaintiff has not stated the interest, late fees or other charges or the legal authority for them. It is denied plaintiff is required to do so. To the contrary plaintiff's claim is based upon an account.
6. There are no facts plead in this averment. Pursuant to Pa R.C.P. 1029(d) the averment is deemed denied.

WHEREFORE Plaintiff moves the Court overrule Defendant's preliminary objection.

BURTON NEIL & ASSOCIATES, P.C.

By 
Jay H. Pressman, Esquire
Attorney for Plaintiff

FILED
NOV 02 2004

William A. Shaw
Prothonotary

BURTON NEIL & ASSOCIATES, P.C.
By: Jay H. Pressman, Esquire
Identification No. 38800
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
ATTORNEY FOR: Plaintiff

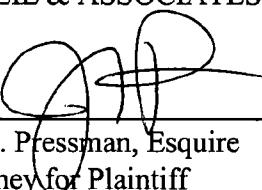
CITIBANK (SOUTH DAKOTA) N.A. : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
VS. : NO. 04-1540-CD
JAMES L LOVE : CIVIL ACTION - LAW
Defendant

Certificate of Service

I, Jay H. Pressman, Esquire do hereby certify that I served a true and correct copy of the within Plaintiff's Answer to Defend on defendant's counsel, Joseph Colavecchi, Esquire at his/her address of record via first class mail, postage prepaid on the date set forth below.

Date: November 1, 2004

BURTON NEIL & ASSOCIATES, P.C.

BY: 
Jay H. Pressman, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.

C-2821

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

CITIBANK (SOUTH DAKOTA) N.A. :
:
vs. : No. 04-1540-CD
:
JAMES L. LOVE :
:

ORDER

AND NOW, this 4th day of November, 2004, it is the ORDER
of the Court that argument on Defendant's Preliminary Objections filed in the
above matter has been scheduled for the 14 day of December, 2004, at
2:00 P.M., in Courtroom No. 1, Clearfield County
Courthouse, Clearfield, PA.

BY THE COURT:



FREDRIC J. AMMERMAN
President Judge

FILED ^{50K}
09-03 BA 2 CC Atty Culvaiachi
w/memo on service
NOV 05 2004

William A. Shaw
Prothonotary

AX

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

CITIBANK (SOUTH DAKOTA) N.A., : 1540
Plaintiff : No. 04 - ~~1550~~ - CD
:
Vs. :
:
:
JAMES L. LOVE, :
Defendant :

RESCHEDULING ORDER

AND NOW, this 10th day of November 2004, upon request of the attorney for the Defendant concerning a continuation of the Argument on Preliminary Objections which is presently scheduled to be held on December 14, 2004, at 2:00 p.m., it is hereby ORDERED and DECREED that Argument on the Preliminary Objections will be rescheduled and be held on the 17 day of December, 2004, at 1:30 P.M. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:



FREDRIC J. AMMERMAN

President Judge

FILED

01/01/05 A/C/City/Colavecchi

NOV 10 2004

WILLIAM A. COLAVECCHI
Protocol

FILED ^{1cc}
64 01/03/05/04 Atty's:
DEC 20 2004 Reg
J. C. Cawich
William A. Shaw
Prothonotary/Clerk of Courts

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

CITIBANK (SOUTH DAKOTA) N.A. :
VS. : NO. 04-1540-CD
JAMES L. LOVE :
:

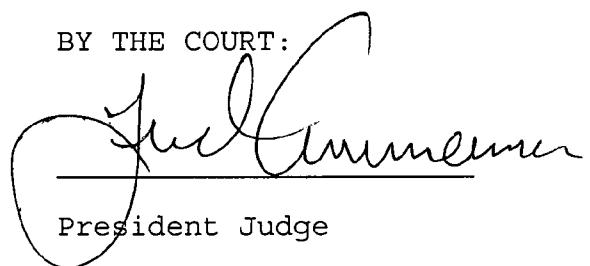
O R D E R

NOW, this 17th day of December, 2004, following argument on the Defendant's Preliminary Objections, it is the ORDER of this Court that the Preliminary Objections are granted to the extent that the Plaintiff shall have no more than thirty (30) days from this date in which to file an amended complaint which shall state how the Plaintiff calculates the amount that is claimed to be due; what, if any, charges were made for interest charges, late fees or any other charges which may have been imposed and are part of the alleged amount due; and shall attach thereto as an exhibit(s) any contract or agreement that the Plaintiff alleges it entered into with the Defendant which forms the basis of the contract claim herein.

The Court hereby dismisses any provision of Preliminary Objections which indicateses that, for purposes of the complaint, the Plaintiff is required to provide detailed statements showing all purchases made on a running basis. However, this paragraph is not to be construed as preventing the

Defendant from obtaining this type of information through the discovery process.

BY THE COURT:



A handwritten signature in black ink, appearing to read "H. Schlesinger". The signature is enclosed in a thin oval line.

President Judge

BURTON NEIL & ASSOCIATES, P.C.
By: Burton Neil, Esquire
Identification No. 11348
1060 Andrew Drive, Suite 170
West Chester, PA 19380
(610) 696-2120
Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA) N.A.
701 East 60th Street N, Sioux Falls, SD 57117
Plaintiff
v.

JAMES L LOVE
518 Brisbin Street, Houtzdale PA 16651-1207
Defendant

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

: NO. 04-1540-CD

: CIVIL ACTION - LAW

**AMENDED COMPLAINT
NOTICE**

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YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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LAWYER REFERENCE AND
INFORMATION SERVICE
David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telephone No. 814-765-2641 Ext. 5982

FILED ¹⁰ cc
m12:4681
JAN 17 2005

William A. Shaw
Prothonotary/Clerk of Courts

C-2821

BURTON NEIL & ASSOCIATES, P.C.
Burton Neil, Esquire, Id. no. 11348
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA) N.A.
701 East 60th Street North
Sioux Falls, South Dakota

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

: NO. 04-1540

JAMES L. LOVE
518 Brisbin Street
Houtzdale, Pennsylvania

Defendant : CIVIL ACTION - LAW

Amended Complaint

1. The plaintiff is Citibank (South Dakota) N.A. with place of business located at 701 East 60th Street North, Sioux Falls, South Dakota.
2. The defendant is James L. Love who resides at 518 Brisbin Street, Houtzdale, Clearfield County, Pennsylvania.
3. Plaintiff, a national banking association, engages in various types of banking business including consumer lending through the issuance of credit cards.
4. At the defendant's request, plaintiff issued to defendant a credit card bearing account number 5424180363915403 and mailed to him a credit card with terms and conditions (credit card agreement) with said account number for his use in making credit purchases and securing cash advances subject to the terms and conditions governing the use of the credit card. A true and correct copy of the terms and conditions of the account is attached hereto and marked Exhibit A.

After a diligent search, the application for the credit card account is not currently accessible in plaintiff's records.

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

6. Commencing on or about November 1, 2000 defendant utilized the credit card by making/obtaining purchases of goods, merchandise and services, balance transfers and/or cash advances from vendors who accepted the credit card.

7. Plaintiff mailed to defendant monthly statements which detailed the charges made to the account including finance charges, late and/or, over limit charges. Copies of these monthly statements are attached hereto, made a part hereof and are collectively marked Exhibit B.

8. The finance charges, late fees and over credit limit fees detailed in the monthly statements were all applied and calculated in accordance with the provisions of the aforesaid credit card agreement. Attached hereto, made a part hereof and marked Exhibit C is a summary detailing the manner in which the finance charges, late fees and over credit limit fees were calculated.

Count I - Action Upon an Account Stated

9. Plaintiff incorporates by reference the allegations in paragraphs 1 through 8.

10. Plaintiff maintained an accurate and running record of all debit and credits to the defendant's account.

11. Each month, plaintiff mailed to defendant a written statement which accurately stated the debits and credits to the account for the prior monthly billing period. Copies of these statements including the statement with the closing date June 16, 2004 are attached hereto as Exhibit B.

12. Plaintiff believes and avers that defendant received each of the monthly statements in Exhibit B.

13. Defendant received each of the monthly statements including the statement with the June 16, 2004 closing date without protest, objection or dispute.

14. Defendant never sent plaintiff a billing error notice with respect to any of the monthly and any charge noted therein.

15. Defendant accepted and assented to the correctness of the balance reflected on the monthly statements by accepting them without protest, objection or dispute and in so doing accepted them and the balance of \$4,033.76 as being correct.

16. An account stated exists between plaintiff and defendant for the sum of \$4,033.76. Wherefore, plaintiff demands judgment against defendant on Count I in the sum of \$4,033.76 and the costs of this action.

Count II - Breach of Contract

17. Plaintiff incorporates herein by reference paragraphs 1 through 8.

18. From on or about December 2000 to on or about June 2004, defendant received the monthly statements from plaintiff and made at least the required minimum monthly payment reflected in the statement.

19. As reflected on the July 17, 2002 monthly statement a payment of \$40 was credited to defendant's account on June 3, 2002. This was the required minimum payment as noted on the

monthly statement with the closing date of June 17, 2002.

20. Subsequent to June 3, 2002, defendant failed to pay as required by the terms of the credit card agreement, that is, either the minimum amount due reflected in the monthly statements dated August 16, 2002 and thereafter.

21. Payments made by defendant subsequent to the June 3, 2002 statement were credited and are reflected in the attached monthly statements. None of these payments were in a sum required by the credit card agreement.

22. The failure of defendant to pay in full or make minimum monthly payments was a default under the terms of the credit card agreement.

23. Although demand has been made by plaintiff upon defendant to pay the sum of \$4,033.76, the defendant failed and refused to pay all or any part thereof.

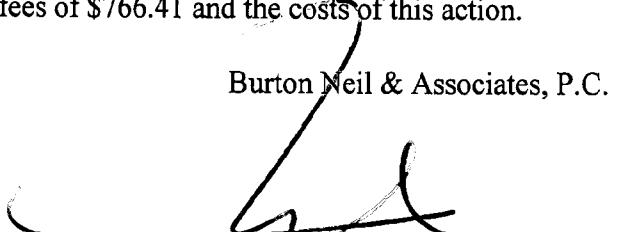
24. Pursuant to the terms of the credit card agreement, plaintiff is entitled to recovery of its attorneys fees from defendant pursuant to the terms and conditions governing the account.

25. Plaintiff's attorney's are not salaried employees of plaintiff.

26. Plaintiff's attorney's reasonable fees are charged on a contingency basis calculated at 19% of the principal balance. Plaintiff seeks recovery of attorney's fees in the sum of \$766.41.

Wherefore, plaintiff demands judgment against defendant on Count II in the sum of \$4,033.76 plus attorney's fees of \$766.41 and the costs of this action.

Burton Neil & Associates, P.C.



By Burton Neil, Esquire

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

5/02
NO FEES
Special

CARD AGREEMENT

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 any one 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 tried in good faith to correct the problem with the merchant, you 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 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.

This document and the accompanying letter together make up your Card Agreement and throughout this document are referred to as Agreement or Card Agreement. The letter contains important account information, including your annual percentage rate and the amount of any membership fee. Please read and keep both the letter and this document 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 this Agreement for you, the following definitions will apply. The words *you*, *your*, and *yours* mean all persons responsible for complying with this Agreement, including the person who applied to open the account, and the person to whom we address billing statements. The word *card* means one or more cards or other access devices, such as account numbers, that we have issued to permit you to obtain credit under this Agreement. The words *we*, *us*, and *our* mean Citibank (South Dakota), N.A., the issuer of your account. The words *authorized user* mean any person to whom you give permission to use your account.

Using Your Account and Your Credit Line:

The card must be signed to be used. Whether you sign the card or not, you are fully responsible for complying with all the terms of this Agreement, including the obligation to pay us for all balances due on your account as specified in this Agreement. Your card must only be used for lawful transactions.

Your initial credit line appears on the accompanying letter. A portion of your credit line, called the cash advance limit, is available for cash advances. At our discretion, we may change your credit line or cash advance limit at any time. We will notify you of any new line or limit either by sending you a notice or through your billing statement. A change may take effect before you receive notification from us.

You may request a change to your credit line or cash advance limit by contacting Customer Service by telephone or mail.

The full amount of your credit line is available to buy or lease goods or services wherever the card is honored. Your cash advance limit is available for cash through any bank or automated teller machine that accepts the card or by using convenience checks. The total amount charged on your account, including purchases, balance transfers, cash advances, finance charges, fees, or other charges, must always remain below your credit line. However, if that total amount exceeds your credit line you must still pay us. We may approve transactions that cause you to exceed your credit line without waiving any of our rights under this Agreement.

Additional Cards:

You may request additional cards on your account for yourself or others and you may permit an authorized user 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 an authorized user's permission to use your account. If you do so, we may close the account and issue a new card or cards with a different account number. You are responsible for the use of each card issued on your account according to the terms of this Agreement.

Membership Fee:

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

Billing:

Our billing statement shows the total balance, any finance charges, 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 of the purchase and new cash advance activity, including the finance charges, a rate summary and other important information. If we deem your account uncollectible or if we institute deficiency collection proceedings by sending it to an outside collection agency or attorney for collection, we may, in our sole discretion, stop sending you billing statements. However, finance charges and fees will continue to accrue whether or not we send you billing statements.

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 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" in the billing statement. We add any purchases or cash advances and subtract any credits and payments credited as of that billing period. We then add the appropriate finance charges and fees and take other applicable adjustments.

Annual Percentage Rates for Purchases and Cash Advances:

Our annual percentage rates and the corresponding daily or monthly periodic rates appear on the accompanying letter. A daily

periodic rate is the applicable annual percentage rate divided by 365. A monthly periodic rate is the applicable annual percentage rate divided by 12. Whether or not an annual percentage rate is based on the U.S. Prime Rate plus a margin is indicated on the accompanying letter. Please see the section entitled "Variable Annual Percentage Rates for Purchases and Cash Advances" for details relating to how these rates may change, including if you default under any Card Agreement you have with us.

Variable Annual Percentage Rates for Purchases and Cash Advances:

If any annual percentage rate is based on the U.S. Prime Rate plus a margin, we will calculate the rate by adding the applicable margin that appears in the accompanying letter to the Prime Rate published in *The Wall Street Journal*. Whether the Prime Rate is reviewed on a quarterly or monthly basis is indicated on the accompanying letter. If it is reviewed quarterly, it is reviewed on the third Tuesday of March, June, September, and December of each year. If the third Tuesday is a holiday, we will use the Prime Rate published the next day. If it is reviewed monthly, it is reviewed on the last business day of each month. If more than one Prime Rate is published, we may choose the highest rate. If *The Wall Street Journal* ceases publication or to publish the Prime Rate, we may use the Prime Rate published in any other newspaper of general circulation, or we may substitute a similar reference rate at our sole discretion. Any increase or decrease in a variable annual percentage rate due to a change in the Prime Rate will effect on the first day of the billing period that begins in the month directly following the month in which we determine the Prime Rate. Each time the annual percentage rate changes, we will apply it to any existing balances, subject to any promotional rate that may apply.

Your annual percentage rates may also vary if you default under any Card Agreement that you have with us 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 your annual percentage rates (including any promotional rates) on all balances to a default rate or up to the rate indicated on the accompanying letter. The maximum default rate currently in effect and the corresponding monthly periodic rate appear on the accompanying letter. Factors considered in determining your default rate may include the length of time the account has been open, the existence, seriousness, and timing of Card Agreement defaults, and other indications of account usage and performance. The default rate takes effect as of the first day of the billing period in which you default. Your account may again become eligible for a lower annual percentage rate on new purchases, new cash advances, or both after you have met the terms of all Card Agreements that you have with us for six consecutive months. Your existing balances will remain subject to the default rate until they are paid in full.

The annual percentage rates in effect and any subsequent changes to them will appear on your billing statement. An increase in the variable annual percentage rate means you will pay a higher finance charge and perhaps a higher minimum payment.

Promotional Rate Offers:

At our discretion, we may offer you a promotional annual percentage rate for all or a part of any balances. The period of time for which the promotional rate applies may be limited. Any applicable promotional rate, the corresponding periodic rates, and the period of time during which it is in effect will appear on the accompanying letter. Any promotional rate offer will be subject to the terms of the offer and this Agreement.

Finance Charges on Purchases:

Finance charges will begin to accrue from the date of the transaction for purchases and continue to accrue until payment in full is credited to your account. However, if you paid the total New Balance, if any, listed on the last billing statement by the payment due date on that statement you will have until the payment due date on your current statement to pay your total New Balance to avoid imposition of additional finance charges on purchases. If you have accepted certain balance transfer offers for which you may be eligible, you may not be able to avoid additional finance charges on purchases, as described in your balance transfer offer. For balance transfers, finance charges will begin to accrue from the date of the transaction and continue to accrue until payment in full is credited to your account.

We will calculate finance charges as follows:

- We figure a portion of the finance charge on transactions subject to a monthly periodic rate by multiplying the Balance Subject to Finance Charge (including new transactions) on each feature (e.g., Standard purchases) by the applicable monthly periodic rate.
- For finance charge calculation purposes, the billing period begins on the Statement/Closing Date of the previous billing period. The number of days in the billing period may vary.
- To get the Balance Subject to Finance Charge, we take the beginning balance for each feature every day (which may include unpaid finance charges from previous billing periods), add any new transactions and fees, subtract any credits or payments credited as of that day, and make other adjustments. Unless we elect to use a later date, we add a new purchase to the appropriate purchase balance as of the date of the purchase. A credit balance is treated as a balance of zero. This gives us the daily balance. We add up all the daily balances for the billing period (except the balances on the Statement/Closing Date), and divide by the total number of days in the billing period. This gives us the balance Subject to Finance Charge for that feature.

Finance Charges on Cash Advances:

We charge a finance charge on new cash advances from the day you take them until the Statement/Closing Date of that billing period as follows:

- We figure a portion of the finance charge on cash advances by multiplying the daily periodic rate by the number of days in the billing period, and then applying the result to the balance Subject to Finance Charge for cash advances.
- For finance charge calculation purposes, the billing period begins on the Statement/Closing Date of the previous billing period. The number of days in the billing period may vary.
- To get the balance Subject to Finance Charge on cash advances, we take the beginning balance for cash advances every day, add any new transactions and fees, subtract any credits or payments credited as of that day, and make other adjustments. Unless we elect to use a later date, we add a new cash advance to the appropriate advance balance as of the date of the advance. A credit balance is treated as a balance of zero. This gives us the daily balance. We add up all the daily balances for the billing period (except the balances on the Statement/Closing Date) and divide by the total number of days in the billing period. This gives us the balance Subject to Finance Charge.
- On the Statement/Closing Date, any standard advance balance is added to the purchase balance and finance charges are calculated as described above in the "Finance Charges on Purchases" section.

Transactions on Fee for Cash Advances:

You have obtained a cash advance for which we assess a cash advance transaction fee if you obtain funds from an automated teller machine (A.T.M.), 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. We may add an additional finance charge to the standard advance balance with each cash advance. The accompanying letter describes any such additional finance charges, which may be subject to a minimum or a maximum amount. (The amount of the cash advance may include a surcharge that the A.T.M. 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 feature that is being assessed a finance charge. If more than one feature is assessed a finance charge, we may add the minimum finance charge to any such feature at our discretion.

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.

Security Interest for Secured Accounts:

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

Transactions Made In Foreign Currencies:

If a transaction is made in a foreign currency, we and MasterCard International or Visa International, depending on which card is used, will convert the transaction into a U.S. dollar amount. MasterCard and Visa 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. MasterCard and Visa increase this conversion rate by one percent and keep this increase. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Minimum Amount Due:

Each month you must pay a minimum amount that is the total of two figures. The first is any previous amount that is past due plus any amount in excess of your credit line. The second is the greater of the amount of your billed finance charges or the amount that appears on the accompanying letter. In calculating the minimum amount due, we may subtract from the New Balance certain fees added to your account during the billing period.

Payments:

You must pay at least the minimum amount by the payment due date, and you may pay more at any time without a penalty. The New Balance shown on your billing statement may include amounts subject to different periodic rates. We will allocate your payments and credits to pay off balances at low periodic rates before paying off balances at higher periodic rates. 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. We will continue to assess finance institutions for making payments are on your billing statement in order to be credited as of a particular day, your payment must be

received in the form specified, and by the hour specified, in the instrument. We do not send cash payments. We can accept late or partial payments, as well as payments that reflect paid in full or credit restorative endorsements, without losing any of our rights under this Agreement. You agree to pay us in U.S. dollars drawn on funds on deposit in the United States using a payment check, similar in amount, or automatic draft that will be processed and honored by your bank. We reserve the right to accept payments made in foreign currency and instruments drawn on funds on deposit outside the United States. If we do, we will select the effective currency conversion rate at our discretion and credit your account in U.S. dollars after deducting any fees or costs incurred in connection with processing your payment. If such fees or costs are not fully deducted at the time your account is credited for a payment, we will bill you separately for them.

Over-the-Credit-Line Fee:

We may add a fee to the standard purchase balance for each billing period that the New Balance exceeds your credit line. We may add this fee even if we authorize a transaction that causes the New Balance to exceed your credit line. If we add this fee, the amount of this fee appears on the accompanying letter.

Late Fee:

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

Returned Payment Fee:

We may add a fee to the standard purchase balance when a payment check or similar instrument is not honored, when we must cash or return unpaid, if we cannot be processed, or when an automatic debit is returned unpaid. If we do, the amount of this fee appears on the accompanying letter.

At our option, we will assess this fee the first time your check is paid if payment is not honored, even if it is honored upon resubmission.

Convenience Checks:

Convenience checks may be used to purchase goods and services, to transfer balances from others, or to obtain funds up to the amount of your available cash advance limit unless that amount will cause the total balance to exceed your credit line. We will treat convenience checks as a cash advance and charge them against your cash advance limit. Each convenience check must be in the form you 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. Convenient checks may not be used to pay any amount owed to us under this or any other Card Agreement and that you have with us. We will not cash or convert convenience checks, nor will we return paid convenience checks.

Balance Transfer Checks:

Balance transfer checks may be used to transfer balances or to obtain funds up to the amount of your available credit line. Transfers will be treated as purchases unless otherwise provided in this Agreement. Each balance transfer check must be in the form we have issued and must be used according to any instructions we give you. Balance transfer checks may not be used to pay any amount owed to us under this or any other Card Agreement that you have with us. We will not certify any balance transfer checks, nor will we return paid balance transfer checks.

Returned Convenience Check Fee:

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

Stop Payment Fee:

We may add a fee to the standard advance balance when payment of a convenience check is stopped at your request. If we do, the amount of this fee appears on the accompanying letter.

You may stop payment on convenience checks by notifying us in writing at P.O. Box 6500, Sioux Falls, South Dakota 57117 or by calling us at the Customer Service telephone number listed on the billing statement. If you call, you must confirm the call in writing within 14 days. A written stop payment order will remain in effect for six months unless renewed in writing.

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

Lost or Stolen Cards, Account Numbers, or 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 Customer Service telephone number shown on the billing statement or the number obtained by calling toll-free or local Directory Assistance. We may require you to provide certain information in writing to help us find out what happened, 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 or cash advances made after we've been notified of the loss or the theft.

however, you must hereby 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 Card Agreement that you have with us. If you default, we may close your account and demand immediate payment of the total balance. If you have given us a security interest in a savings account or certificate of deposit, we may use the deposit amount to pay any amount you owe.

Promulgated Charges:

If you default, if the card is lost or stolen, or we change your account or account number for any reason, we may impose automatic charges on that account to third party vendors for insurance premiums or other goods or services. If promulgated 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.

Arbitration Provision for Certain Cardmembers:

The accompanying letter indicates whether your account is subject to mandatory binding arbitration. If it is, the following "Arbitration" provision is part of this Agreement.

Arbitration:

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

C-2821

01/09/01 \$206.50 \$20.00 SITE:KC-CL TM:CL-5000 ACID:KCB5318

SD 00 A1 1 1100 MC 0011 MC 4 11/09/04 17:43:23

JAMES L LOVE
518 BRISBIN ST
HOUTZDALE
16651-1207

CITIBANK
P.O. BOX 8111
S HACKENSACK, NJ
USA 07606-8111

PA

Citibank Platinum Select

Account Number

5424 1803 6391 5403

Payment must be received by 1:00 pm local time on 01/09/01

Statement Date	Total Credit Line	Cash Advance Limit	New Balance	Available Credit Line	Available Cash Line
12/15/00	\$2000	\$400	\$206.50	\$1793	\$400

Date	Dt Post Dt	Reference #	Activity Since Last Statement	Amount	T/C	Bin or Mer #	NA	nic
1215			MEMBERSHIP FEE DEC 00-NOV 01	00	74 0000			000000000000
1215			CREDIT PROTECTOR FEE	00	74 0000			000000000000
1213	1213	10009565	BAL XFER CHECK # 1003					
1215			PURCHASE CHARGED TO LOWER RATE	200000	61 0000US	0		
1215			PURCHASES*FINANCE CHARGE*BAL TRANS FEE	600	88 0000			000000000000
1215			PURCHASES*FINANCE CHARGE*PERIODIC RATE	50	84 0000			000000000000

If you have not received your new card, please call the Customer Service number on this statement.

Our records show home phone 814-378-7484 and business phone 814-856-7544. Please update above coupon if incorrect.

HAPPY HOLIDAYS FROM ALL OF US AT CITIBANK!
We'd like to take a moment to thank you for being a Citibank cardmember and let you know that we appreciate your business. Warmest Wishes for the upcoming year.

Citibank gives you peace of mind when you shop online. We will not hold you liable for unauthorized charges made on your Citibank(R) credit card. No exceptions. No excuses. So rest easy and visit Citiplaza.com for all your holiday shopping needs.

Account Summary								Amount Due
-----------------	--	--	--	--	--	--	--	------------

Purchases	Previous Balance	+Purchases & Advances	- Payments	- Credits	+ Finance Charges	+ Late Charges	- Balance	Per Min Due	2000
Advances		20000			650		20650	Adv Min Due	
Total		20000			650		20650	Amount OCL Fees	

Rate Summary		PURCHASES B12/13/00	PURCHASES A12/13/00	ADVANCES					
Number of days this Billing Period	30								
Balance subject to Finance Charge		20.00							
Periodic Rate		.00794%		.03969%					
Nominal Annual Percentage Rate		2.900%		14.490%					
Annual Percentage Rate		36.300%		16.690%					

65

EXHIBIT

1B

02/09/01 \$266.23 \$20.00 SITE:KC-CL TM:CL-5000 ACID:KCB5318

SD 00 A1 1 1100 MC 0011 MC 4 11/09/04 17:43:23

JAMES L LOVE
518 BRISBIN ST
HOUTZDALE
16651-1207

PA

CITIBANK
P.O. BOX 8111
S HACKENSACK, NJ
USA 07606-8111

Citibank Platinum Select

Account Number

5424 1803 6391 5403

Payment must be received by 1:00 pm local time on 02/09/01

Statement Date	Total Credit Line	Cash Advance Limit	New Balance	Available Credit Line	Available Cash Line
01/17/01	\$2000	\$400	\$266.23	\$1733	\$400

For Customer Service call or write

1-800-950-5114
BOX 6500
SIOUX FALLS, SD
57117

For billing inquiries write to
this address; calling will not
preserve your rights.

Trans Date	Post Date	Reference #	Activity Since Last Statement	Amount	T/C	Bin # or Merchant #	RA	Sic
01/04/01	01/17/01	172 000000000000	PAYMENT THANK YOU	2000	70 0000	0000		
01/17/01		172 000000000000	CREDIT PROTECTOR FEE	00	74 0000	000000000000		
01/22/01	01/22/01	172 000000000000	SFR4xD1x THE PHONE GUYS INC	6254	61A4812US	1775	78408160362	
01/30/01	01/30/01	172 000000000000	SD5JS2LJ AMERICAN MINT LLC	1590	61A5964US	1734	88417341004	
01/17/01		172 000000000000	PURCHASES*FINANCE CHARGE*PERIODIC RATE	129	84 0000	000000000000		

Now you have the power to send and receive money by email! Introducing c2it(TM) service by Citibank. With c2it you can repay a friend for dinner, or pay for an online auction purchase, all through your email. Sign onto www.c2it.com/send24 to learn more!

The new way for Citibank(R) cardmembers to shop online. With 1% cash back on new purchases and a special low APR. Go to www.clickcredit.com and sign up for your Click Citi (SM) Platinum Select(R) account today with no annual fee.

For \$4.95 a month, get top-ranked Internet access from AT&T WorldNet(R) Service. Call 1-800-676-3400 ext. 7611 or visit www.download.att.net/citimsg for details. Terms and conditions apply.

Great news! As a valued cardmember, you can choose 3 magazines, free for 90 days, with your subscriptions -- up to a \$30 value. For more details from New Sub call 1-800-586-5831 by January 30, 2001.

Account Summary

	Previous Balance	+Purchases & Advances	- Payments	- Credits	+ Finance Charges	+ Late Charges	- Balance	Amount Due
Purchases	20650	7844	2000				26623	2000
Advances								
Total	20650	7844	2000		129		26623	2000

Rate Summary Number of days this Billing Period	PURCHASES B12/13/00	PURCHASES A12/13/00	ADVANCES
33			
Balance subject to Finance Charge	198.01	58.94	
Periodic Rate	.00794%	.03969%	.05476%
Nominal Annual Percentage Rate	2.900%	14.490%	19.990%
Annual Percentage Rate	2.900%	14.490%	19.990%

03/12/01 \$455.99 \$20.00 SITE:KC-CL TM:CL-5000 ACID:KCB5318

SD 00 A1 1 1100 MC 0011 MC 4 11/09/04 17:43:23
 JAMES L LOVE CITIBANK
 518 BRISBIN ST P.O. BOX 8111
 HOUTZDALE S HACKENSACK, NJ
 16651-1207 PA USA 07606-8111

For Customer Service call or write

Citibank Platinum Select

Account Number

5424 1803 6391 5403

Payment must be received by 1:00 pm local time on 03/12/01

Statement Date	Total Credit Line	Cash Advance Limit	New Balance	Available Credit Line	Available Cash Line
02/15/01	\$2000	\$400	\$455.99	\$1544	\$400

1-800-950-5114
 BOX 6500
 SIOUX FALLS, SD
 57117

For billing inquiries write to
 this address; calling will not
 preserve your rights.

Trans ID	Post ID	Reference #	Activity Since Last Statement	Amount	T/C	Bin or Mac #	NA	Src
012943359048		PAYMENT THANK YOU		2500	-70	0000	0000	
0215		CREDIT PROTECTOR FEE		00	74	0000	0000000000	
01260126DQ4P1TF3		LEZZER LUMBER	CURWENSVILLE PA	21168	61A5211US	2979	70429791027	
0215		PURCHASES*FINANCE CHARGE*PERIODIC RATE		308	84	0000	0000000000	

IMPORTANT PROGRAM INFORMATION:
 MasterCard International renewed their insurance coverage with Virginia Surety Company, extending Purchase Assurance, Extended Warranty and MasterRental through January 31, 2002.

Now you have the power to send and receive money by email! Introducing c2it(SM) service by Citibank. With c2it you can repay a friend for dinner, or pay for an online auction purchase, all through your email. Sign onto www.c2it.com/send39 to learn more!

Special Travel Savings for Citibank Cardmembers from Takeoff Vacations, offered by National Leisure Group! Plus, book by March 31st and save up to \$100 on your next vacation or cruise. Check out www.takeoffvacations.com today! Restrictions apply.

xxxxxxNew FINANCIAL SOLUTIONS pagexxxxxx
 Visit our new FINANCIAL SOLUTIONS page at www.financialsolutions.citibank.com & take advantage of exciting new products and services all in one convenient location on our website.

Account Summary							Amount Due		
	Previous Balance	+ Purchases & Advances	- Payments	- Credits	+ Finance Charges	+ Late Charges	= Balance	Per Min Due	2000
Purchases	26623	21168	2500		308		45599	Adv Min Due	
Advances								Amount OCL	
Total	26623	21168	2500		308		45599	Fee	
								Past Due	
								Min Amt Due	2000

Rate Summary Number of days this Billing Period	29	PURCHASES B12/13/00	PURCHASES A12/13/00	ADVANCES	
Balance subject to Finance Charge Periodic Rate Nominal Annual Percentage Rate Annual Percentage Rate	172.18 .00794% 2.900% 2.900%	233.07 .03969% 14.490% 14.490%		.05476% 19.990% 19.990%	

04/11/01 \$528.02 \$20.00 SITE:KC-CL TM:CL-5000 ACID:KCB5318

SD 00 A1 1 1100 MC 0011 MC 6 11/09/04 17:43:23

JAMES L LOVE
518 BRISBIN ST
HOOTZDALE
16651-1207

PA

CITIBANK
P.O. BOX 8111
S HACKENSACK, NJ
USA 07606-8111

Citibank Platinum Select

Account Number

5424 1803 6391 5403

Payment must be received by 1:00 pm local time on 04/11/01

Statement Date	Total Credit Line	Cash Advance Limit	New Balance	Available Credit Line	Available Cash Line
03/19/01	\$2000	\$400	\$528.02	\$1471	\$400

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BOX 6500
SIOUX FALLS, SD
57117

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preserve your rights.

Date	Post Dt	Reference #	Activity Since Last Statement	Amount	T/C	Bin or Mer #	RA	Ac
022643264016		PAYMENT THANK YOU		2000-00 0000 0000				
0319		CREDIT PROTECTOR FEE		00 74 0000				0000000000
02200220NL8PNNN3V		WOODWARD PHARMACY HOUTZDALE PA		8712 61A5912US 6868 80470821052				
0319		PURCHASES*FINANCE CHARGE*PERIODIC RATE		491 34 0000				0000000000
		Now you have the power to send and receive money by email! Introducing c2it(SM) service by Citibank. With c2it you can repay a friend for dinner, or pay for an online auction purchase, all through your email. Sign onto www.c2it.com/send42 to learn more!						
		*****New FINANCIAL SOLUTIONS page***** Visit our new FINANCIAL SOLUTIONS page at www.financialsolutions.citibank.com & take advantage of exciting new products and services all in one convenient location on our website.						
		Sign up for the AT&T WorldNet(R) Service i495(SM) Offer. Award-winning Internet access for only \$4.95 a month. Call 1-800-676-3400 ext. 7611 to receive free software or visit www.download.att.net/citimsg for details. Terms and conditions apply.						
		Attention Cardmembers! Stay in touch with new features and benefits of your Citibank(R) credit card the easy way. Register your email address at www.email.citibankcards.com and we'll update you with relevant email messages.						

Account Summary

								Amount Due
Purchases	Previous Balance	+Purchases & Advances	- Payments	- Credits	+ Finance Charges	+ Late Charges	= Balance	For Min Due
	45599	8712	2000		491		52802	Adv Min Due
Advances								Amount OCL
Total	45599	8712	2000		491		52802	Fee
								Past Due
								Min Amt Due
								2000

Rate Summary	PURCHASES B12/13/00	PURCHASES A12/13/00	ADVANCES
Number of days this Billing Period	32		
Balance subject to Finance Charge	151.47	369.32	
Periodic Rate	.00794%	.03832%	
Nominal Annual Percentage Rate	2.900%	13.990%	
Annual Percentage Rate	2.900%	13.990%	
			68

05/10/01 \$580.79 \$20.00 SITE:KC-CL TM:CL-5000 ACID:KCB5318

SD 00 A1 1 1100 MC 0011 MC 4

11/09/04 17:43:23

JAMES L LOVE
518 BRISBIN ST
HOOTZDALE
16651-1207

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Account Number

5424 1803 6391 5403

Payment must be received by 1:00 pm local time on 05/10/01

Statement Date Total Credit Line Cash Advance Limit New Balance Available Credit Line Available Cash Line
04/17/01 \$2000 \$400 \$580.79 \$1419 \$373

Sale Dt	Post Dt	Reference #	Activity Since Last Statement	Amount	Y/C	Bin or Mar	RA	Sic
0329	61341200	PAYMENT THANK YOU		2500	70	0000	0000	
0417		CREDIT PROTECTOR FEE		366	74	0000	0000000000	
04130413M0ZRP9G3		CAPRIO'S BEVERAGES	HOOTZDALE PA	2900	61A5921US	2979	70429791104	
04130413ZJ22W63		KWIK FILL #0178	PHILIPSBURG PA	1400	61A5541US	6333	23483071104	
0405040500008836		PENN STA 123 BURROWES	UNIVERSIT PA	2150	60G7778	8001	000000000000	
0417		ADVANCES*FINANCE CHARGE*FOR TRANSACTIONS		500	86	0000	0000000000	
0417		ADVANCES*MINIMUM FINANCE CHARGE		15	84	0000	0000000000	
0417		PURCHASES*FINANCE CHARGE*PERIODIC RATE		446	84	0000	0000000000	

Each Cash Advance is subject to a one-time transaction fee. This fee will cause your annual percentage rate to exceed the nominal annual percentage rate listed on this statement.

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Account Summary								Amount Due	
	Previous Balance	+ Purchases & Advances	- Payments	- Credits	+ Finance Charges	+ Late Charges	- Balance	Per Min Due	966
Purchases	52802	6666	2500		646		55616	Adv Min Due	1034
Advances		2150			515		2665	Amount OCL	
Total	52802	6816	2500		961		58079	Fees	
								Past Due	
								Min Amt Due	2000
Rate Summary		PURCHASES B12/13/00	PURCHASES A12/13/00	ADVANCES					
Number of days this Billing Period	29								
Balance subject to Finance Charge		132.28	388.04	9.67					
Periodic Rate		.00794%	.03695%	.05476%					
Nominal Annual Percentage Rate		2.900%	13.490%	19.990%					
Annual Percentage Rate		2.900%	13.490%	287.440%					

C-2821

06/11/01 \$616.93 \$20.00 SITE:KC-CL TM:CO-5000 ACID:KCB5033
10/14/04 19:23:04:

JAMES L LOVE
518 BRISBIN ST
HOUTZDALE
16651-1207000

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Account Number
5424 1803 6391 5403
PAYMENT MUST BE RECEIVED BY 1:00 PM LOCAL TIME ON 06/11/2001

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
05/16/2001	\$2000	\$1383	\$400	\$383	\$616.93
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$0.00 +	\$0.00 +	\$20.00 =	\$20.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	5/07	43985172	PAYMENT THANK YOU	-25.00
	5/16		70 0000 0000 CREDIT PROTECTOR FEE	4.12
5/03	5/03	L13QG4TQ	74 0000 VALUE CITY 00001339 ALTOONA PA	0000000000 26.95
5/06	5/06	BXC4VVSQ	61 A5331US 1019 MOSS'S STEAK & SEA 03 DUBOIS PA PA	70410191124 24.76
	5/16		61 A5812US 7106 ADVANCES*FINANCE CHARGE*PERIODIC RATE	80502781127 .37
	5/16		84 0000 PURCHASES*FINANCE CHARGE*PERIODIC RATE	0000000000 4.66
	5/16		84 0000 PURCHASES*FINANCE CHARGE*PERIODIC RATE	0000000000 .28
			CHARGE TO BALANCE 1	
			84 0000	0000000000

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Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$554.14	\$55.83	\$14.66	\$4.94	\$600.25
ADVANCES	\$26.65	\$0.00	\$10.34	\$0.37	\$16.68
TOTAL	\$580.79	\$55.83	\$25.00	\$5.31	\$616.93

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$451.21	0.03559%(D)	12.990%	12.990%
Balance 1	\$122.60	0.00795%(D)	2.900%	2.900%
ADVANCES	\$23.28	0.05477%(D)	19.990%	19.990%

07/10/01 \$664.94 \$20.00 SITE:KC-CL TM:CO-5000 ACID:KCB5033
10/14/04 19:23:04:

JAMES L LOVE
518 BRISBIN ST
HOOTZDALE
16651-1207000

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Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
06/15/2001	\$2000	\$1335	\$400	\$386	\$664.94
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$0.00 +	\$0.00 +	\$20.00 =	\$20.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	6/07	42164298	PAYMENT THANK YOU	-25.00
	6/15		70 0000 0000	4.56
	5/23	HPF5F*TQ	CREDIT PROTECTOR FEE	0000000000
	5/24	YXNB7C00	74 0000 VALUE CITY 00001339 ALTOONA PA 61 A5331US 1019	20.05
			SALVAGE & SURPLUS UNIVERSITY PA PA 61 A8220US 1020	70410191144 42.40
	6/15		ADVANCES*FINANCE CHARGE*PERIODIC RATE	80225001144 .26
	6/15		84 0000	0000000000
	6/15		PURCHASES*FINANCE CHARGE*PERIODIC RATE	5.48
	6/15		84 0000	0000000000
			PURCHASES*FINANCE CHARGE*PERIODIC RATE	.26
			CHARGE TO BALANCE 1	0000000000
			84 0000	

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business phone 814-856-7544. Please update above
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Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$600.25	\$67.01	\$21.70	\$5.74	\$651.30
ADVANCES	\$16.68	\$0.00	\$3.30	\$0.26	\$13.64
TOTAL	\$616.93	\$67.01	\$25.00	\$6.00	\$664.94

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$584.13	0.03422%(D)	12.490%	12.490%
Balance 1	\$110.88	0.00795%(D)	2.900%	2.900%
ADVANCES	\$15.82	0.05477%(D)	19.990%	19.990%

08/10/01 \$1017.35 \$24.23 SITE:KC-CL TM:CO-5000 ACID:KCB5033
 10/14/04 19:23:04:

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Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
07/17/2001	\$2000	\$982	\$400	\$66	\$1017.35
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$0.00 +	\$0.00 +	\$24.23 =	\$24.23

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	7/09	43704292	PAYMENT THANK YOU	-25.00
	7/17		70 0000 0000	5.37
			CREDIT PROTECTOR FEE	0000000000
6/27	6/27	191JWL00	74 0000	11.39
			DRL*CAROL WRIGHT GIFTS 732-287-0833 NJ	78432861178
			61 A5964US 3286	31.74
7/04	7/04	QCQJ0400	HABITAT GETTYSBURG PA	70544191186
			61 A5947US 7768	41.59
6/29	6/29	00000807	EPS Corp 216 SPRING ST HOUTZDALE PA	0000000000
			60 G7778 8001	61.59
7/04	7/04	00001583	EPS Corp 216 SPRING ST HOUTZDALE PA	0000000000
			60 F7778 8001	201.50
7/11	7/11	00005079	EPS Corp HOUTZDALE 709 HANN HOUTZDALE PA	0000000000
			60 F7778 8001	16.04
	7/17		ADVANCES*FINANCE CHARGE*FOR TRANSACTIONS	0000000000
			86 0000	1.91
	7/17		ADVANCES*FINANCE CHARGE*PERIODIC RATE	0000000000
			84 0000	6.04
	7/17		PURCHASES*FINANCE CHARGE*PERIODIC RATE	0000000000
			84 0000	24
	7/17		PURCHASES*FINANCE CHARGE*PERIODIC RATE	0000000000
			CHARGE TO BALANCE 1	
			84 0000	

Each Cash Advance is subject to a one-time transaction fee. This fee will cause your Annual Percentage Rate to exceed the nominal Annual Percentage Rate listed on this statement.

Please see the enclosed Change in Terms notice for important information about changes to your Citibank Card Agreement. These changes will be effective on the day after your August 2001 billing statement and will appear on your September statement.

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Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$651.30	\$48.50	\$21.94	\$6.28	\$684.14
ADVANCES	\$13.64	\$304.68	\$3.06	\$17.95	\$333.21
TOTAL	\$664.94	\$353.18	\$25.00	\$24.23	\$1,017.35

Days This Billing Period: 32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$574.91	0.03285%(D)	11.990%	11.990%
Balance 1	\$94.57	0.00795%(D)	2.900%	2.900%
ADVANCES	\$108.90	0.05477%(D)	19.990%	70.696%

09/10/01 \$1234.89 \$25.00 SITE:KC-CL TM:CO-5000 ACID:KCB5033
 10/14/04 19:23:04

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Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
08/16/2001	\$2000	\$765	\$400	\$12	\$1234.89
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$0.00 +	\$0.00 +	\$25.00 =	\$25.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	8/06	41588360	PAYMENT THANK YOU	-25.00
	8/16		70 0000 0000	7.95
	7/23	W3TLQJ00	CREDIT PROTECTOR FEE	0000000000
	7/25	R2XD49WK	UNIVERSITY HEALTH UNIVERSITY PA PA	70.27
	7/27	YNQW7CG3	61 A8220US 1020 AMOCO OIL 05027123 HOUTZDALE PA	70225001204
	8/05	R9Z1K8*7	61 A5541US 1019 CAPRIO'S BEVERAGES HOUTZDALE PA	15.50
	8/13	XCZ*TP30	61 A5921US 2979 BENNIGAN'S ALTOONA PA	23410191206
	7/30	00005238	61 A5812US 7919 SEARS AUTO CNTR 6694 ALTOONA PA	29.00
			61 A5311US 7660 EPS Corp 216 SPRING ST HOUTZDALE PA	70429791209
			60 F7778 8001 ADVANCES*FINANCE CHARGE*FOR TRANSACTIONS	19.56
			86 0000 0000	70547511218
			86 0000 ADVANCES*FINANCE CHARGE*PERIODIC RATE	20.66
			84 0000 0000	92541861226
			PURCHASES*FINANCE CHARGE*PERIODIC RATE	61.59
			84 0000 0000	0000000000
			PURCHASES*FINANCE CHARGE*PERIODIC RATE	5.00
			84 0000 0000	0000000000
			CHARGE TO BALANCE 1	6.02
			84 0000 0000	0000000000
				6.79
				0000000000
				.20
				0000000000

Each Cash Advance is subject to a one-time transaction fee. This fee will cause your Annual Percentage Rate to exceed the nominal Annual Percentage Rate listed on this statement.

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Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$684.14	\$162.94	\$7.05	\$6.99	\$847.02
ADVANCES	\$333.21	\$61.59	\$17.95	\$11.02	\$367.87
TOTAL	\$1,017.35	\$224.53	\$25.00	\$18.01	\$1,234.89

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$703.54	0.03216%(D)	11.740%	11.740%
Balance 1	\$82.59	0.00795%(D)	2.900%	2.900%
ADVANCES	\$366.40	0.05477%(D)	19.990%	36.091%

10/11/01 \$1348.60 \$28.00 SITE:KC-CL TM:CO-5000 ACID:KCB5033
10/14/04 19:23:04:

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HOOTZDALE
16651-1207000
PA

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Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
09/17/2001	\$2000	\$651	\$400	\$17	\$1348.60
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$0.00 +	\$0.00 +	\$28.00 =	\$28.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	8/31	43111328	PAYMENT THANK YOU 70 0000 0000 CREDIT PROTECTOR FEE 74 0000	-25.00
	9/17		0000000000	8.94
8/23	8/23	C09ZF3GG	AMES DEPT STOR00005314 CLEARFIELD 61 A5311US 1019 PA	29.71
8/25	8/25	*TCPZCG3	CAPRIO'S BEVERAGES HOUTZDALE 61 A5921US 2979 PA	14.50
9/03	9/03	J5KH49L3	JCPENNEY CO 2486 ALTOONA 61 A5311US 1389 PA	50.38
9/03	9/03	V38D4T30	STAPLES #291 ALTOONA 61 A5111US 7660 PA	19.07
	9/17		ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	6.73
	9/17		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	9.38
			0000000000	0000000000

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Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$847.02	\$122.60	\$12.59	\$9.38	\$966.41
ADVANCES	\$387.87	\$0.00	\$12.41	\$6.73	\$382.19
TOTAL	\$1,234.89	\$122.60	\$25.00	\$16.11	\$1,348.60

Days This Billing Period: 32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$911.93	0.03216%(0)	11.740%	11.740%
ADVANCES	\$384.17	0.05477%(0)	19.990%	19.990%

11/09/01 \$1343.28 \$27.00 SITE:KC-CL TM:CO-5000 ACID:KCB5033
10/14/04 19:23:04:

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Account Number
5424 1803 6391 5403
PAYMENT MUST BE RECEIVED BY 1:00 PM LOCAL TIME ON 11/09/2001

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
10/17/2001	\$2000	\$656	\$400	\$20	\$1343.28
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$0.00 +	\$0.00 +	\$27.00 =	\$27.00

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Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	10/09	43994050	PAYMENT THANK YOU 70 0000 0000	-30.00
	10/17		CREDIT PROTECTOR FEE 74 0000	9.29
	10/17		ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	6.28
	10/17		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	9.11

PLEASE SEE THE ENCLOSED CHANGE IN TERMS NOTICE
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ARBITRATION PROVISION WE ARE ADDING TO YOUR
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The Citigroup Relief Fund will provide scholarships
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Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$966.41	\$9.29	\$20.90	\$9.11	\$963.91
ADVANCES	\$382.19	\$0.00	\$9.10	\$6.28	\$379.37
TOTAL	\$1,348.60	\$9.29	\$30.00	\$15.39	\$1,343.28

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$964.56	0.03148%(D)	11.490%	11.490%
ADVANCES	\$382.50	0.05477%(D)	19.990%	19.990%

12/10/01 \$1411.65 \$29.00 SITE:KC-CL TM:CO-5000 ACID:KCB5033
10/14/04 19:23:04:

JAMES L LOVE
518 BRISBIN ST
HOUTZDALE
16651-1207000

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BOX 6500
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57117

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
11/15/2001	\$2000	\$588	\$400	\$23	\$1411.65
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$0.00 +	\$0.00 +	\$29.00 =	\$29.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	11/07	43216004	PAYMENT THANK YOU	-30.00
10/26	10/26	*Z9*HQG3	70 0000 0000 HOUTZDALE PA	29.00
11/04	11/04	FQ97CTG9	CAPRIO'S BEVERAGES 61 A5921US 2979 ALTOONA PA	54.56
	11/15		LOWE'S #446 61 A5211US 7931 ADVANCES*FINANCE CHARGE*PERIODIC RATE	6.03
	11/15		84 0000 PURCHASES*FINANCE CHARGE*PERIODIC RATE	8.78
			84 0000	0000000000

WITHIN THE LAST 30 DAYS YOU SHOULD HAVE RECEIVED AN
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Set Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$963.91	\$83.56	\$21.40	\$8.78	\$1,034.85
ADVANCES	\$379.37	\$0.00	\$8.60	\$6.03	\$376.80
TOTAL	\$1,343.28	\$83.56	\$30.00	\$14.81	\$1,411.65

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$1,005.01	0.03011%(D)	10.990%	10.990%
ADVANCES	\$379.62	0.05477%(D)	19.990%	19.990%

01/10/02 \$1578.73 \$32.00 SITE:KC-CL TM:CO-5000 ACID:KCB5033
 10/14/04 19:23:04:

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Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
12/17/2001	\$2000	\$421	\$400	\$25	\$1578.73
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$0.00 +	\$0.00 +	\$32.00 =	\$32.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	12/03	42107418	PAYMENT THANK YOU	-30.00
	12/17		70 0000 0000 MEMBERSHIP FEE DEC 01-NOV 02	0.00
11/21	11/21	L15C3GV3	74 0000 TRIANGLE AUTO SPA C DUNCANSVILLE PA	42.35
11/23	11/23	4DM96FG3	61 A7542US 1601 CAPRIO'S BEVERAGES HOUTZDALE PA	29.00
11/25	11/25	VJK*25GG	61 A5921US 2979 AMES DEPT ST0R00010595 ALTOONA PA	8.47
12/12	12/12	XP39*CO0	61 A8220US 1019 UNIVERSITY HEALTH UNIVERSITY PA PA	100.43
	12/17		61 A8220US 1020 ADVANCES*FINANCE CHARGE*PERIODIC RATE	6.59
	12/17		84 0000 PURCHASES*FINANCE CHARGE*PERIODIC RATE	0000000000
	12/17		84 0000 PURCHASES*FINANCE CHARGE*PERIODIC RATE	10.24
				0000000000

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 business phone 814-856-7544. Please update above
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 purchases, and make payments.
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Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$1,034.85	\$180.25	\$21.14	\$10.24	\$1,204.20
ADVANCES	\$376.80	\$0.00	\$8.86	\$6.59	\$374.53
TOTAL	\$1,411.65	\$180.25	\$30.00	\$16.83	\$1,578.73

Days This Billing Period: 32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$1,113.10	0.02874%(D)	10.490%	10.490%
ADVANCES	\$375.85	0.05477%(D)	19.990%	19.990%

02/11/02 \$1627.23 \$33.00 SITE:KC-CL TM:CO-5000 ACID:KCB5033
10/14/04 19:23:04:

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BOX 6500
SIOUX FALLS, SD
57117

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
01/16/2002	\$2000	\$372	\$400	\$28	\$1627.23
		Amount Over Credit Line	Post Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$0.00 +	\$0.00 +	\$33.00 =	\$33.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	1/09	41515320	PAYMENT THANK YOU	-32.00
12/31	12/31	4Y36DR30	70 0000 0000 KAUFMANN'S LIZ CLAIBO ALTOONA PA	-49.82
12/23	12/23	NW-FJR30	71 5311US 7660 KAUFMANN'S WOMENS SEP ALTOONA PA	22.49
12/23	12/23	QW-FJR30	61 A5311US 7660 KAUFMANN'S LIZ CLAIBO ALTOONA PA	49.82
12/27	12/27	TLNWFQ71	61 A5311US 7660 SMOKEY MTN KNIFE 800-2519306 TN	70541861360
	1/16		61 A5964US 6720 ADVANCES*FINANCE CHARGE*PERIODIC RATE	41.47
	1/16		84 0000 PURCHASES*FINANCE CHARGE*PERIODIC RATE	6.16
			84 0000	0000000000
				10.38
				0000000000

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and mention your Citibank Hertz CDP
number 160005.

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$1,204.20	\$113.78	\$72.20	\$10.38	\$1,256.16
ADVANCES	\$374.53	\$0.00	\$9.62	\$6.16	\$371.07
TOTAL	\$1,578.73	\$113.78	\$81.82	\$16.54	\$1,627.23

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$1,264.29	0.02737%(D)	9.990%	9.990%
ADVANCES	\$374.95	0.05477%(D)	19.990%	19.990%

03/12/02 \$1765.36 \$36.00 SITE:KC-CL TM:CO-5000 ACID:KCB5033
10/14/04 19:23:04:

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Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
02/15/2002	\$2000	\$234	\$400	\$32	\$1765.36
		Amount Over Credit Line \$0.00 +	Post Due \$0.00 +	Purch/Adv \$36.00 =	Minimum Amount Due \$36.00

Sch Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	2/07	41534032	PAYMENT THANK YOU 70 0000 0000	-33.00
1/18	1/18	Z6G5JGG3	CAPRIO'S BEVERAGES HOUTZDALE PA 61 A5921US 2979	14.50
1/27	1/27	NH3MR1*S	KMART 00041509 ALTOONA PA 61 A5311US 1019	30.98
1/30	1/30	J6LSN700	UNIVERSITY HEALTH UNIVERSITY PA PA 61 A8220US 1020	108.74
	2/15		ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	6.10
	2/15		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	10.81
				0000000000

Please see the enclosed Change in Terms notice for important information about changes to your Card Agreement. These changes will be effective on the day after your March 2002 billing statement and will appear on your April 2002 statement.

Reminders: You may be assessed an over-the-credit-line fee if your balance exceeds your Total Credit Line as stated above.

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Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$1,256.16	\$154.22	\$23.55	\$10.81	\$1,397.64
ADVANCES	\$371.07	\$0.00	\$9.45	\$6.10	\$367.72
TOTAL	\$1,627.23	\$154.22	\$33.00	\$16.91	\$1,765.36

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$1,350.49	0.02668%(D)	9.740%	9.740%
ADVANCES	\$371.19	0.05477%(D)	19.990%	19.990%

04/11/02 \$1893.26 \$39.00 SITE:KC-CL TM:CO-5000 ACID:KCB5033
 10/14/04 19:23:04:

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 57117

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
03/18/2002	\$2000	\$106	\$400	\$0	\$1893.26
		Amount Over Credit Line	Post Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$0.00 +	\$0.00 +	\$39.00 =	\$39.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	3/12	97711113	PAYMENT THANK YOU	-40.00
2/20	2/20	P2PS3H04	70 0000 0000 PJCC WORLDWIDE ARTHUR IL 61 A5965US 2979	39.04
3/09	3/09	SG40RF00	HABITAT GETTYSBURG PA 61 A5947US 7768	63.82
3/12	3/12	88200000	SPEEDPAY SERVICE FEE 61 000000 0000	9.95
3/01	3/01	00002411	PENN STA 123 BURROWES UNIVERSIT PA 60 G7778 8001	31.50
	3/18		ADVANCES*FINANCE CHARGE*FOR TRANSACTIONS 86 0000	5.00
	3/18		ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	6.57
	3/18		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	12.02

Each Cash Advance is subject to a one-time transaction fee. This fee will cause your Annual Percentage Rate to exceed the nominal Annual Percentage Rate listed on this statement.

IMPORTANT PROGRAM INFORMATION:
 MasterCard International renewed their insurance coverage with Virginia Surety Company, extending Purchase Assurance, Extended Warranty and MasterRental through January 31, 2003.

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Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$1,397.64	\$112.81	\$30.09	\$12.02	\$1,492.38
ADVANCES	\$367.72	\$31.50	\$9.91	\$11.57	\$400.88
TOTAL	\$1,765.36	\$144.31	\$40.00	\$23.59	\$1,893.26

Days This Billing Period: 31

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$1,453.43	0.02668%(D)	9.740%	9.740%
ADVANCES	\$386.89	0.05477%(D)	19.990%	35.886%

05/10/02 \$1886.41 \$39.00 SITE:KC-CL TM:CO-5000 ACID:KCB5033
10/14/04 19:23:04

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Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
04/17/2002	\$2000	\$113	\$400	\$7	\$1886.41
		Amount Over Credit Line \$0.00 +	Past Due \$0.00 +	Purch/Adv Minimum Due \$39.00 =	Minimum Amount Due \$39.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
4/09	4/08	42192401	PAYMENT THANK YOU	- 40.00
	4/09	GFKS7FO0	70 0000 0000 UNIVERSITY HEALTH UNIVERSITY PA PA	2.00
	4/17		61 A8220US 1020 ADVANCES*FINANCE CHARGE*PERIODIC RATE	6.56
	4/17		84 0000 PURCHASES*FINANCE CHARGE*PERIODIC RATE	0000000000 24.59
			84 0000	0000000000

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and conditions apply.

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$1,492.38	\$2.00	\$25.35	\$24.59	\$1,493.62
ADVANCES	\$400.88	\$0.00	\$14.65	\$6.56	\$392.79
TOTAL	\$1,893.26	\$2.00	\$40.00	\$31.15	\$1,886.41

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$1,496.42	0.05477%(D)	19.990%	19.990%
ADVANCES	\$399.18	0.05477%(D)	19.990%	19.990%

06/10/02 \$1927.21 \$40.00 SITE:KC-CL TM:CO-5000 ACID:KCB5033
10/14/04 19:23:04:

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Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
05/16/2002	\$2000	\$72	\$400	\$9	\$1927.21
		Amount Over Credit Line \$0.00 +	Post Due \$0.00 +	Purch/Adv Minimum Due \$40.00 =	Minimum Amount Due \$40.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	5/08	43269753	Payments, Credits & Adjustments PAYMENT THANK YOU 70 0000 0000	- 40.00
4/18	4/18	0N2G1S06	Standard Purch AAA COMMUNICATION CTR- 18002221469 PA 61 A8675US 5828 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	50.00 78446412108 24.55 0000000000
	5/16		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	6.25 0000000000
	5/16			

Please see the enclosed Change in Terms notice for important information about changes to your Card Agreement. These changes will be effective on the day after your June 2002 billing statement and will appear on your July 2002 statement.

Customers have told us that making statements easier to read is important to them. We've listened and are excited to share our new design with you. We hope you'll agree it's now easier to keep track of your purchases, payments and other transactions.

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Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$1,493.62	\$50.00	\$31.87	\$24.55	\$1,536.30
ADVANCES	\$392.79	\$0.00	\$8.13	\$6.25	\$390.91
TOTAL	\$1,886.41	\$50.00	\$40.00	\$30.80	\$1,927.21

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$1,545.60	0.05477%(D)	19.990%	19.990%
ADVANCES				
Standard Adv	\$393.29	0.05477%(D)	19.990%	19.990%

07/11/02 \$1929.70 \$40.00 SITE:KC-CL TM:CO-5000 ACID:KCB5033
10/14/04 19:23:04:

JAMES L LOVE
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Account Number
5424 1803 6391 5403
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BOX 6500
SIOUX FALLS, SD
57117

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
06/17/2002	\$2000	\$70	\$400	\$10	\$1929.70
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$0.00 +	\$0.00 +	\$40.00 =	\$40.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	6/03	43731402	Payments, Credits & Adjustments PAYMENT THANK YOU 70 0000 0000	- 40.00
5/22	5/22	PH19F300	Standard Purch PSU HUB COPY CENTER UNIVERSITY PA PA 61 A8220US 1020 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	8.63
	6/17			70225002143 27.02 0000000000
	6/17		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	6.84 0000000000

Our records show home phone 814-378-7484 and
business phone 814-856-7544. Please update above
coupon if incorrect.

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FREE ONLINE SERVICES FOR CITI CARDMEMBERS!
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your bill online, communicate securely with
customer service and more. Activate your free
membership at citicards.com today.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$1,536.30	\$8.63	\$31.91	\$27.02	\$1,540.04
ADVANCES	\$390.91	\$0.00	\$8.09	\$6.84	\$389.66
TOTAL	\$1,927.21	\$8.63	\$40.00	\$33.86	\$1,929.70

Days This Billing Period: 32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$1,541.73	0.05477%(D)	19.990%	19.990%
ADVANCES Standard Adv	\$390.44	0.05477%(D)	19.990%	19.990%

08/12/02 \$1970.33 \$41.00 SITE:KC-CL TM:CO-5000 ACID:KCB5033
 10/14/04 19:23:04

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Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
07/17/2002	\$2000	\$29	\$400	\$11	\$1970.33
		Amount Over Credit Line \$0.00 +	Past Due \$0.00 +	Purch/Adv Minimum Due \$41.00 =	Minimum Amount Due \$41.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	7/11	44180268	Payments, Credits & Adjustments PAYMENT THANK YOU 70 0000 0000	-40.00
6/23	6/23	9HH5F*T0	Standard Purch VALUE CITY 00001339 ALTOONA PA 61 A5331US 1019	31.91
6/23	6/23	ORP36XBD	MARTIN'S FOOD #012 S18 ALTOONA PA 61 A5411US 1340	16.25
	7/17		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	26.05
	7/17		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	6.42
				0000000000

Before you step into the sun, remember to SLIP! SLOP! SLAP!(R) Slip on a shirt, slop on sunscreen of SPF 15 or higher, slap on a hat and wrap on UV protected sunglasses - They're your best defense against sun damage and skin cancer.

One in five Americans lives with a disability. Easter Seals is committed to helping people with disabilities gain greater independence. To learn more about Easter Seals service and support, visit www.easter-seals.org or call 1-800-221-6827.

Get free AOL service! Sign up for the AOL Dining Program - with every \$200 of qualified spend, you'll earn 1 free month of AOL service. Sign up with a Citi Card, and you'll get a \$25 credit towards your 1st free month of service. AOL Keyword: \$25extra

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Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$1,540.04	\$48.16	\$31.94	\$26.05	\$1,582.31
ADVANCES	\$389.66	\$0.00	\$8.06	\$6.42	\$388.02
TOTAL	\$1,929.70	\$48.16	\$40.00	\$32.47	\$1,970.33

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$1,585.27	0.05477%(D)	19.990%	19.990%
ADVANCES				
Standard Adv	\$380.89	0.05477%(D)	19.990%	19.990%

09/10/02 \$2045.79 \$127.79 SITE:KC-CL TM:CO-5000 ACID:KC85033
 10/14/04 19:23:04

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 PAYMENT MUST BE RECEIVED BY 1:00 PM LOCAL TIME ON 09/10/2002

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
08/16/2002	\$2000	\$0	\$400	\$0	\$2045.79
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$45.79 +	\$41.00 +	\$41.00 =	\$127.79

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
8/16			Standard Purch LATE FEE - JUL PAYMENT PAST DUE 66 0000 PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	35.00 0000000000 32.49 0000000000
8/16			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	7.97 0000000000
8/16				

The Annual Percentage Rate on your account has been increased due to one of the following reasons stated in your Card Agreement with us: you failed to make a payment to us or any other creditor when due, you exceeded your credit line or you made a payment to us that was not honored by your bank.

Get 30 days of optional Citibank Credit Protector FREE when you enroll today! Simply initial as indicated in the lower left-hand corner of your billing statement coupon. Remember to return the coupon with your payment.

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FREE ONLINE SERVICES FOR CITI CARDMEMBERS!
 View your card activity, check your balance, pay your bill online, communicate securely with customer service and more. Activate your free membership at citicards.com today.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$1,582.31	\$35.00	\$0.00	\$32.49	\$1,649.80
ADVANCES	\$388.02	\$0.00	\$0.00	\$7.97	\$395.99
TOTAL	\$1,970.33	\$35.00	\$0.00	\$40.46	\$2,045.79

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$1,597.96	0.06778%(D)	24.740%	24.740%
ADVANCES Standard Adv	\$391.86	0.06778%(D)	24.740%	24.740%

10/11/02 \$2112.46 \$197.13 SITE:KC-CL TM:CO-5000 ACID:KCB5033
10/14/04 19:23:04:

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Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
09/17/2002	\$2000	\$0	\$400	\$0	\$2112.46
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$112.46 +	\$40.00 +	\$44.67 =	\$197.13

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	9/12	C0575954	Payments, Credits & Adjustments ELECTRONIC PAYMENT-THANK YOU 70 0000 0000	-42.00 000000000000
	9/17		Standard Purch LATE FEE - AUG PAYMENT PAST DUE 66 0000	35.00 0000000000
	9/17		OVER CREDIT LIMIT FEE 62 0000	29.00 0000000000
	9/17		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	36.02 0000000000
	9/17		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	8.65 0000000000

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Credit Protector covers your account in case of job loss, disability or hospitalization. Also receive special benefits for events like marriage, becoming a parent, or moving. Call 1-877-891-5671 to sign up and receive your first 30 days of protection free!

If it hasn't already, breast cancer will touch you or someone you know. Make a difference in the fight against this disease by getting involved with the American Cancer Society's Making Strides Against Breast Cancer. 1-800-ACS-2345/www.cancer.org

Use your Citibank card to rent a car from Hertz and enjoy great savings in the U.S. and around the world! Call 1-800-654-2200 and mention your Citibank Hertz CDP number 160005.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$1,649.80	\$64.00	\$33.88	\$36.02	\$1,715.94
ADVANCES	\$395.99	\$0.00	\$8.12	\$8.65	\$396.52
TOTAL	\$2,045.79	\$64.00	\$42.00	\$44.67	\$2,112.46

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$1,660.89	0.06778%(D)	24.740%	24.740%
ADVANCES				
Standard Adv	\$398.65	0.06778%(D)	24.740%	24.740%

11/11/02 \$2177.81 \$264.48 SITE:KC-CL TM:CO-5000 ACID:KCB5033
 10/14/04 19:23:04:

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PAYMENT MUST BE RECEIVED BY 1:00 PM LOCAL TIME ON 11/11/2002

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
10/17/2002	\$2000	\$0	\$400	\$0	\$2177.81
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$177.81 +	\$42.67 +	\$44.00 =	\$264.48

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
10/17	CO433275		Payments, Credits & Adjustments ELECTRONIC PAYMENT-THANK YOU 70 0000 0000	- 42.00 0000000000
10/17			Standard Purch LATE FEE - SEP PAYMENT PAST DUE 66 0000	35.00 0000000000
10/17			OVER CREDIT LIMIT FEE 62 0000	25.00 0000000000
10/17			PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	35.21 0000000000
10/17			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	8.14 0000000000

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Early detection can save lives from breast cancer. To learn more about mammograms, clinical breast exams and breast self-examination, call your American Cancer Society at 1-800-ACS-2345 or visit www.cancer.org

Did you know that you won't lose a penny when you use your Citi(sm) Card online? With Citibank's \$0 liability promise, you can have peace of mind knowing that you won't be held responsible for any unauthorized charges on your account.

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$1,715.94	\$64.00	\$33.93	\$35.21	\$1,781.22
ADVANCES	\$396.52	\$0.00	\$8.07	\$8.14	\$396.59
TOTAL	\$2,112.46	\$64.00	\$42.00	\$43.35	\$2,177.81

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$1,731.78	0.06778%(D)	24.740%	24.740%
ADVANCES Standard Adv	\$400.17	0.06778%(D)	24.740%	24.740%

12/10/02 \$2285.03 \$422.70 SITE:KC-CL TM:CO-5000 ACID:KCB5033
 10/14/04 19:23:04:

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Account Number
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PAYMENT MUST BE RECEIVED BY 1:00 PM LOCAL TIME ON 12/10/2002

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
11/15/2002	\$2000	\$0	\$400	\$0	\$2285.03
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$285.03 +	\$86.67 +	\$51.00 =	\$422.70

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
11/15			Standard Purch LATE FEE - OCT PAYMENT PAST DUE 66 0000	35.00 0000000000
11/15			OVER CREDIT LIMIT FEE 62 0000	29.00 0000000000
11/15			PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	35.35 0000000000
11/15			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	7.87 0000000000

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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$1,781.22	\$64.00	\$0.00	\$35.35	\$1,880.57
ADVANCES	\$396.59	\$0.00	\$0.00	\$7.87	\$404.46
TOTAL	\$2,177.81	\$64.00	\$0.00	\$43.22	\$2,285.03

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$1,798.23	0.06778%(D)	24.740%	24.740%
ADVANCES				
Standard Adv	\$400.38	0.06778%(D)	24.740%	24.740%

01/10/03 \$2305.16 \$403.96 SITE:KC-CL TM:CO-5000 ACID:KCB5033
 10/14/04 19:23:04:

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PAYMENT MUST BE RECEIVED BY 1:00 PM LOCAL TIME ON 01/10/2003

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
12/17/2002	\$2000	\$0	\$400	\$0	\$2305.16
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$305.16 +	\$44.67 +	\$54.13 =	\$403.96

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			Payments, Credits & Adjustments	
12/17	97606301		PAYMENT THANK YOU 70 0000 0000	-51.00
11/16	C2940130		ELECTRONIC PAYMENT-THANK YOU 70 0000 0000	-42.00
				000000000000
			Standard Purch	
12/17			MEMBERSHIP FEE DEC 02-NOV 03 74 0000 0000	0.00
12/17			LATE FEE - NOV PAYMENT PAST DUE 66 0000 0000	35.00
12/17			OVER CREDIT LIMIT FEE 62 0000 0000	29.00
12/17			PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 0000	40.45
				0000000000
12/17			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0000	8.68
				0000000000

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Our records show home phone 814-378-7484 and
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 Stay on top of your purchases and available credit
 on your Citi card this holiday season. Activate your
 free membership at citicards.com today, and view
 your account summary anytime, anywhere.

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$1,880.57	\$64.00	\$76.08	\$40.45	\$1,908.94
ADVANCES	\$404.46	\$0.00	\$16.92	\$8.68	\$396.22
TOTAL	\$2,285.03	\$64.00	\$93.00	\$49.13	\$2,305.16

Days This Billing Period: 32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$1,864.77	0.06778%(D)	24.740%	24.740%
ADVANCES Standard Adv	\$400.39	0.06778%(D)	24.740%	24.740%

02/10/03 \$2415.53 \$568.33 SITE:KC-CL TM:CO-5000 ACID:KCB5033
 10/14/04 19:23:04:

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Account Number
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PAYMENT MUST BE RECEIVED BY 1:00 PM LOCAL TIME ON 02/10/2003

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
01/16/2003	\$2000	\$0	\$400	\$0	\$2415.53
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$415.53 +	\$98.80 +	\$54.00 =	\$568.33

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			Standard Purch	
1/16			LATE FEE - DEC PAYMENT PAST DUE	35.00
			66 0000	0000000000
1/16			OVER CREDIT LIMIT FEE	29.00
			62 0000	0000000000
1/16			PURCHASES*FINANCE CHARGE*PERIODIC RATE	38.40
			84 0000	0000000000
			Standard Adv	
1/16			ADVANCES*FINANCE CHARGE*PERIODIC RATE	7.97
			84 0000	0000000000

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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$1,908.94	\$64.00	\$0.00	\$38.40	\$2,011.34
ADVANCES	\$396.22	\$0.00	\$0.00	\$7.97	\$404.19
TOTAL	\$2,305.16	\$64.00	\$0.00	\$46.37	\$2,415.53

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$1,927.44	0.06641%(D)	24.240%	24.240%
ADVANCES Standard Adv	\$400.06	0.06641%(D)	24.240%	24.240%

03/12/03 \$2531.40 \$741.20 SITE:KC-CL TM:CO-5000 ACID:KCB5033
 10/14/04 19:23:04:

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PAYMENT MUST BE RECEIVED BY 1:00 PM LOCAL TIME ON 03/12/2003

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BOX 6500
 SIOUX FALLS, SD
 57117

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
02/17/2003	\$2000	\$0	\$400	\$0	\$2531.40
		Amount Over Credit Line	Post Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$531.40 +	\$152.80 +	\$57.00 =	\$741.20

Sel Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	2/17		Standard Purch LATE FEE - JAN PAYMENT PAST DUE 66 0000	35.00 0000000000
	2/17		OVER CREDIT LIMIT FEE 62 0000	29.00 0000000000
	2/17		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	43.19 0000000000
	2/17		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	8.68 0000000000

Your account is seriously past due and your credit
 privileges have been suspended. Please call the
 toll-free number shown above to learn about our
 special payment options. Call Monday - Friday,
 7 am - 9 pm, or Saturday, 8 am - 5 pm,
 Central Time.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$2,011.34	\$64.00	\$0.00	\$43.19	\$2,118.53
ADVANCES	\$404.19	\$0.00	\$0.00	\$8.68	\$412.87
TOTAL	\$2,415.53	\$64.00	\$0.00	\$51.87	\$2,531.40

Days This Billing Period: 32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$2,032.18	0.06641%(D)	24.240%	24.240%
ADVANCES Standard Adv	\$408.38	0.06641%(D)	24.240%	24.240%

04/10/03 \$2644.61 \$913.41 SITE:KC-CL TM:CO-5000 ACID:KCB5033
 10/14/04 19:23:04:

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Account Number
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Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
03/18/2003	\$2000	\$0	\$400	\$0	\$2644.61
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$644.61 +	\$209.80 +	\$59.00 =	\$913.41

Set Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	3/18		Standard Purch LATE FEE - FEB PAYMENT PAST DUE 66 0000	35.00 0000000000
	3/18		OVER CREDIT LIMIT FEE 62 0000	29.00 0000000000
	3/18		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	41.18 0000000000
	3/18		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	8.03 0000000000

Your account is seriously past due and your credit
 privileges have been suspended. Please call the
 toll-free number shown above to learn about our
 special payment options. Call Monday - Friday,
 7 am - 9 pm, or Saturday, 8 am - 5 pm,
 Central Time.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$2,118.53	\$64.00	\$0.00	\$41.18	\$2,223.71
ADVANCES	\$412.87	\$0.00	\$0.00	\$8.03	\$420.90
TOTAL	\$2,531.40	\$64.00	\$0.00	\$49.21	\$2,644.61

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$2,138.35	0.06641%(D)	24.240%	24.240%
ADVANCES Standard Adv	\$416.73	0.06641%(D)	24.240%	24.240%

05/09/03 \$2760.02 \$9999.99 SITE:KC-CL TM:CO-5000 ACID:KCB5033
10/14/04 19:23:04:

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5424 1803 6391 5403
PAYMENT MUST BE RECEIVED BY 1:00 PM LOCAL TIME ON 05/09/2003

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
04/16/2003	\$2000	\$0	\$400	\$0	\$2760.02
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$760.02	\$268.80	\$61.00	\$2760.02

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			Standard Purch	
4/16			LATE FEE - MAR PAYMENT PAST DUE	35.00
			66 0000	0000000000
4/16			OVER CREDIT LIMIT FEE	29.00
			62 0000	0000000000
4/16			PURCHASES*FINANCE CHARGE*PERIODIC RATE	43.23
			B4 0000	0000000000
			Standard Adv	
4/16			ADVANCES*FINANCE CHARGE*PERIODIC RATE	8.18
			B4 0000	0000000000

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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$2,223.71	\$64.00	\$0.00	\$43.23	\$2,330.94
ADVANCES	\$420.90	\$0.00	\$0.00	\$8.18	\$429.08
TOTAL	\$2,644.61	\$64.00	\$0.00	\$51.41	\$2,760.02

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$2,244.51	0.06641%(D)	24.240%	24.240%
ADVANCES				
Standard Adv	\$424.84	0.06641%(D)	24.240%	24.240%

06/09/03 \$2821.33 \$9999.99 SITE:KC-CL TM:CO-5000 ACID:KCB5033
 10/14/04 19:23:04

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Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
05/15/2003	\$2000	\$0	\$400	\$0	\$2821.33
		Amount Over Credit Line	Post Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$821.33	\$273.80	\$63.00	\$2821.33

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			Payments, Credits & Adjustments	
5/07	C5256325		ELECTRONIC PAYMENT-THANK YOU 70 0000 0000	-56.00
5/15			Standard Purch LATE FEE - APR PAYMENT PAST DUE 66 0000	35.00
5/15			OVER CREDIT LIMIT FEE 62 0000	29.00
5/15			PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	45.03
5/15			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	8.28

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 9 pm, or Saturday, 8 am to 5 pm, Central Time.
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$2,330.94	\$64.00	\$46.58	\$45.03	\$2,393.39
ADVANCES	\$429.08	\$0.00	\$9.42	\$8.28	\$427.94
TOTAL	\$2,760.02	\$64.00	\$56.00	\$53.31	\$2,821.33

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$2,330.25	0.06641%(D)	24.240%	24.240%
ADVANCES Standard Adv	\$430.16	0.06641%(D)	24.240%	24.240%

07/11/03 \$2889.50 \$9999.99 SITE:KC-CL TM:CO-5000 ACID:KCB5033
 10/14/04 19:23:04

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Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
06/16/2003	\$2000	\$0	\$400	\$0	\$2889.50
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$889.50	\$280.80	\$65.17	\$2889.50

Sale Date	Past Due	Reference Number	Activity Since Last Statement	Amount
6/06	C1929422		Payments, Credits & Adjustments ELECTRONIC PAYMENT-THANK YOU 70 0000 0000	-56.00 00000000000
6/16			Standard Purch LATE FEE - MAY PAYMENT PAST DUE 66 0000	35.00 0000000000
6/16			OVER CREDIT LIMIT FEE 62 0000	29.00 0000000000
6/16			PURCHASES*FINANCE CHARGE*PERIODIC RATE 64 0000	51.05 0000000000
6/16			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	9.12 0000000000

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 payment options. Call Monday - Friday, 7 am to
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Our records show home phone 814-378-7484 and
 business phone 814-856-7544. Please update above
 coupon if incorrect.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(+) New Balance
PURCHASES	\$2,393.39	\$64.00	\$46.32	\$51.05	\$2,462.12
ADVANCES	\$427.94	\$0.00	\$9.68	\$9.12	\$427.38
TOTAL	\$2,821.33	\$64.00	\$56.00	\$60.17	\$2,889.50

Days This Billing Period: 32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$2,402.22	0.06641%(D)	24.240%	24.240%
ADVANCES				
Standard Adv	\$429.04	0.06641%(D)	24.240%	24.240%

08/11/03 \$2919.23 \$984.23 SITE:KC-CL TM:CO-5000 ACID:KCB5033
 10/14/04 19:23:04

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PAYMENT MUST BE RECEIVED BY 1:00 PM LOCAL TIME ON 08/11/2003

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
07/17/2003	\$2000	\$0	\$400	\$0	\$2919.23
		Amount over Credit Line \$919.23 +	Post Due \$0.00 +	Purch/Adv Minimum Due \$65.00 =	Minimum Amount Due \$984.23

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			Payments, Credits & Adjustments ELECTRONIC PAYMENT-THANK YOU 70 0000 0000	-59.00 0000000000
7/09	CO418896			
7/17			Standard Purch OVER CREDIT LIMIT FEE 62 0000 0000	29.00 0000000000
7/17			PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 0000	50.90 0000000000
7/17			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0000	8.83 0000000000

Your account balance is over the credit line.
 Please send payment for the Minimum Amount Due
 shown. If you have already sent us this payment,
 thank you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$2,462.12	\$29.00	\$49.51	\$50.90	\$2,492.51
ADVANCES	\$427.38	\$0.00	\$9.49	\$8.83	\$426.72
TOTAL	\$2,889.50	\$29.00	\$59.00	\$59.73	\$2,919.23

Days This Billing Period: 31

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$2,472.39	0.06641%(D)	24.240%	24.240%
ADVANCES				
Standard Adv	\$428.90	0.06641%(D)	24.240%	24.240%

09/11/03 \$2985.76 \$9999.99 SITE:KC-CL TM:CO-5000 ACID:KCB5033
 10/14/04 19:23:04:

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Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
08/18/2003	\$2000	\$0	\$400	\$0	\$2985.76
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$985.76 +	\$6.00 +	\$66.53 =	\$1058.29

Date	Post Date	Reference Number	Activity Since Last Statement	Amount
8/06	C2127394		Payments, Credits & Adjustments ELECTRONIC PAYMENT-THANK YOU 70 0000 0000	-59.00 0000000000
8/18			Standard Purch LATE FEE - JUL PAYMENT PAST DUE 66 0000	35.00 0000000000
8/18			OVER CREDIT LIMIT FEE 62 0000	29.00 0000000000
8/18			PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	52.53 0000000000
8/18			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	9.00 0000000000

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 over the credit line. Regular monthly
 payments will help establish a good payment
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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$2,492.51	\$64.00	\$50.90	\$52.53	\$2,558.14
ADVANCES	\$426.72	90.00	\$8.10	\$9.00	\$427.82
TOTAL	\$2,919.23	\$64.00	\$59.00	\$61.53	\$2,985.76

Days This Billing Period: 32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$2,497.31	0.06573%(D)	23.990%	23.990%
ADVANCES Standard Adv	\$427.79	0.06573%(D)	23.990%	23.990%

10/13/03 \$3049.74 \$9999.99 SITE:KC-CL TM:CD-5000 ACID:KCB5033
 10/14/04 19:23:04

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Account Number
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PAYMENT MUST BE RECEIVED BY 1:00 PM LOCAL TIME ON 10/13/2003

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
09/17/2003	\$2000	\$0	\$400	\$0	\$3049.74
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$1049.74 +	\$13.53 +	\$67.00 =	\$1130.27

Trade Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			Payments, Credits & Adjustments	
	9/06	C0423457	ELECTRONIC PAYMENT-THANK YOU 70 0000 0000	-59.00 00000000000
	9/17		Standard Purch LATE FEE - AUG PAYMENT PAST DUE 66 0000	35.00 00000000000
	9/17		OVER CREDIT LIMIT FEE 62 0000	29.00 00000000000
	9/17		PURCHASES*FINANCE CHARGE*PERIODIC RATE 64 0000	50.48 00000000000
	9/17		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 64 0000	8.50 00000000000

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 over the credit line. Regular monthly
 payments will help establish a good payment
 history with us. If you have already sent this
 payment, thank you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$2,558.14	\$64.00	\$56.75	\$50.48	\$2,615.87
ADVANCES	\$427.62	\$0.00	\$2.25	\$8.50	\$433.87
TOTAL	\$2,985.76	\$64.00	\$59.00	\$58.98	\$3,049.74

Days This Billing Period: 30

Rate Summary	Balance Subject to Financed Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$2,559.89	0.06573%(D)	23.990%	23.990%
ADVANCES Standard Adv	\$430.82	0.06573%(D)	23.990%	23.990%

11/11/03 \$3115.06 \$9999.99 SITE:KC-CL TM:CO-5000 ACID:KCB5033
10/14/04 19:23:04:

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PAYMENT MUST BE RECEIVED BY 1:00 PM LOCAL TIME ON 11/11/2003

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
10/17/2003	\$2000	\$0	\$400	\$0	\$3115.06
		Amount Over Credit Line	Post Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$1115.06 +	\$21.53 +	\$69.00 =	\$1205.59

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			Payments, Credits & Adjustments	
10/08	C5604707		ELECTRONIC PAYMENT-THANK YOU 70 0000 0000 0000	-59.00 000000000000
10/17			Standard Purch LATE FEE - SEP PAYMENT PAST DUE 66 0000 0000 0000	35.00 000000000000
10/17			OVER CREDIT LIMIT FEE 62 0000 0000 0000	29.00 000000000000
10/17			PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 0000 0000	51.75 000000000000
10/17			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0000 0000	8.57 000000000000

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over the credit line. Regular monthly
payments will help establish a good payment
history with us. If you have already sent this
payment, thank you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$2,615.87	\$64.00	\$49.47	\$51.75	\$2,682.15
ADVANCES	\$433.87	\$0.00	\$9.53	\$8.57	\$432.91
TOTAL	\$3,049.74	\$64.00	\$59.00	\$60.32	\$3,115.06

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$2,624.42	0.06573%(D)	23.990%	23.990%
ADVANCES				
Standard Adv	\$434.84	0.06573%(D)	23.990%	23.990%

12/15/03 \$3183.70 \$9999.99 SITE:KC-CL TM:CO-5000 ACID:KCB5033
10/14/04 19:23:04

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Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
11/17/2003	\$2000	\$0	\$400	\$0	\$3183.70
		Amount Over Credit Line	Past Due	Purch/Adv. Minimum Due	Minimum Amount Due
		\$1183.70 +	\$31.53 +	\$70.00 =	\$1285.23

Bala Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			Payments, Credits & Adjustments	
11/06	C0673398		ELECTRONIC PAYMENT-THANK YOU 70 0000 0000	-59.00 0000000000
11/17			Standard Purch LATE FEE - OCT PAYMENT PAST DUE 66 0000	35.00 0000000000
11/17			OVER CREDIT LIMIT FEE 62 0000	29.00 0000000000
11/17			PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	54.81 0000000000
11/17			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	8.83 0000000000

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over the credit line. Regular monthly
payments will help establish a good payment
history with us. If you have already sent this
payment, thank you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	\$2,682.15	\$64.00	\$48.90	\$54.81	\$2,752.06
ADVANCES	\$432.91	\$0.00	\$10.10	\$8.83	\$431.64
TOTAL	\$3,115.06	\$64.00	\$59.00	\$63.64	\$3,183.70

Days This Billing Period: 31

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$2,689.77	0.06573%(D)	23.990%	23.990%
ADVANCES Standard Adv	\$433.28	0.06573%(D)	23.990%	23.990%

01/12/04 \$3251.73 \$9999.99 SITE:KC-CL TM:CO-5000 ACID:KCB5033
 10/14/04 19:23:04:

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Account Number
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Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
12/17/2003	\$2000	\$0	\$400	\$0	\$3251.73
		Amount Over Credit Line	Post Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$1251.73 +	\$42.53 +	\$72.00 =	\$1366.26

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			Payments, Credits & Adjustments	
12/09	C5746389		ELECTRONIC PAYMENT-THANK YOU 70 0000 0000	-59.00 000000000000
12/17			Standard Purch LATE FEE - NOV PAYMENT PAST DUE 66 0000	35.00 0000000000
12/17			OVER CREDIT LIMIT FEE 62 0000	29.00 0000000000
12/17			PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	54.50 0000000000
12/17			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	8.53 0000000000

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 history with us. If you have already sent this
 payment, thank you.

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 business phone 814-856-7544. Please update above
 coupon if incorrect.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$2,752.06	\$64.00	\$48.70	\$54.50	\$2,821.86
ADVANCES	\$431.64	\$0.00	\$10.30	\$8.53	\$429.87
TOTAL	\$3,183.70	\$64.00	\$59.00	\$63.03	\$3,251.73

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$2,763.80	0.06573%(D)	23.990%	23.990%
ADVANCES Standard Adv	\$432.68	0.06573%(D)	23.990%	23.990%

02/12/04 \$3380.47 \$9999.99 SITE:KC-CL TM:CO-5000 ACID:KCB5033
10/14/04 19:23:04

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Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
01/16/2004	\$2000	\$0	\$400	\$0	\$3380.47
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$1380.47 +	\$114.53 +	\$74.00 =	\$1569.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	1/16		Standard Purch LATE FEE - DEC PAYMENT PAST DUE 66 0000	35.00 0000000000
	1/16		OVER CREDIT LIMIT FEE 62 0000	29.00 0000000000
	1/16		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	56.18 0000000000
	1/16		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	8.56 0000000000

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history with us. If you have already sent this
payment, thank you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credit	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$2,821.86	\$64.00	\$0.00	\$56.18	\$2,942.04
ADVANCES	\$429.87	\$0.00	\$0.00	\$8.56	\$438.43
TOTAL	\$3,251.73	\$64.00	\$0.00	\$64.74	\$3,380.47

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$2,848.92	0.06573%(D)	23.990%	23.990%
ADVANCES				
Standard Adv	\$433.99	0.06573%(D)	23.990%	23.990%

03/12/04 \$3514.03 \$9999.99 SITE:KC-CL TM:CO-5000 ACID:KCB5033
 10/14/04 19:23:04

JAMES L LOVE
 518 BRISBIN ST
 MOUTZDALE
 16651-1207000

PA

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For Customer Service, call or write
 1-800-950-5114

Account Number
 5424 1803 6391 5403
 PAYMENT MUST BE RECEIVED BY 1:00 PM LOCAL TIME ON 03/12/2004

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
02/16/2004	\$2000	\$0	\$400	\$0	\$3514.03
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$1514.03 +	\$188.53 +	\$77.00 =	\$1779.56

Set Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	2/16		Standard Purch LATE FEE - JAN PAYMENT PAST DUE 66 0000	35.00 0000000000
	2/16		OVER CREDIT LIMIT FEE 62 0000	29.00 0000000000
	2/16		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	60.54 0000000000
	2/16		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	9.02 0000000000

Your account is now 3 MONTHS PAST DUE and currently closed. Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$2,942.04	\$64.00	\$0.00	\$60.54	\$3,066.58
ADVANCES	\$438.43	\$0.00	\$0.00	\$9.02	\$447.45
TOTAL	\$3,380.47	\$64.00	\$0.00	\$69.56	\$3,514.03

Days This Billing Period: 31

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$2,971.23	0.06573%(D)	23.990%	23.990%
ADVANCES Standard Adv	\$442.78	0.06573%(D)	23.990%	23.990%

04/12/04 \$3645.64 \$9999.99 SITE:KC-CL TM:CO-5000 ACID:KCB5033
 10/14/04 19:23:04:

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Account Number
 5424 1803 6391 5403

Customer Service:

1-800-950-5114	Total Credit Line \$2000	Available Credit Line \$0	Cash Advance Limit \$400	Available Cash Limit \$0	New Balance \$3645.64
BOX 6500 SIOUX FALLS, SD 57117	Statement/Closing Date 03/16/2004	Amount Over Credit Line \$1645.64	Past Due \$265.53	Perch/Adv Minimum Due \$80.00	Minimum Amount Due \$3645.64

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
3/16			Standard Purch LATE FEE - FEB PAYMENT PAST DUE 66 0000	35.00 0000000000
3/16			OVER CREDIT LIMIT FEE 62 0000	29.00 0000000000
3/16			PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	59.00 0000000000
3/16			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	8.61 0000000000

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$3,066.58	\$64.00	\$0.00	\$59.00	\$3,189.58
ADVANCES	\$447.45	\$0.00	\$0.00	\$8.61	\$456.06
TOTAL	\$3,514.03	\$64.00	\$0.00	\$67.61	\$3,645.64

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$3,094.97	0.06573%(D)	23.990%	23.990%
ADVANCES Standard Adv	\$451.59	0.06573%(D)	23.990%	23.990%

05/11/04 \$3782.22 \$9999.99 SITE:KC-CL TM:CO-5000 ACID:KCB5033
 10/14/04 19:23:04

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Account Number
 5424 1803 6391 5403

Customer Service:

1-800-950-5114	Total Credit Line \$2000	Available Credit Line \$0	Cash Advance Limit \$400	Available Cash Limit \$0	New Balance \$3782.22
BOX 6500 SIOUX FALLS, SD 57117	Statement/ Closing Date 04/15/2004	Amount Over Credit Line \$1782.22	Past Due \$345.53	Purch/Adv Minimum Due \$83.00	Minimum Amount Due \$3782.22

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			Standard Purch	
4/15			LATE FEE - MAR PAYMENT PAST DUE	35.00
			66 0000	0000000000
4/15			OVER CREDIT LIMIT FEE	29.00
			62 0000	0000000000
4/15			PURCHASES*FINANCE CHARGE*PERIODIC RATE	63.50
			84 0000	0000000000
			Standard Adv	
4/15			ADVANCES*FINANCE CHARGE*PERIODIC RATE	9.08
			84 0000	0000000000

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$3,189.58	\$64.00	\$0.00	\$63.50	\$3,317.08
ADVANCES	\$456.06	\$0.00	\$0.00	\$9.08	\$465.14
TOTAL	\$3,645.64	\$64.00	\$0.00	\$72.58	\$3,782.22

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$3,220.17	0.06573%(D)	23.990%	23.990%
ADVANCES Standard Adv	\$460.43	0.06573%(D)	23.990%	23.990%

06/14/04 \$3926.59 \$9999.99 SITE:KC-CL TM:CO-5000 ACID:KC85033
10/14/04 19:23:04

JAMES L LOVE
518 BRISBIN ST
HOUTZDALE
16651-1207000

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S HACKENSACK, NJ
07606-8111

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Account Number
5424 1803 6391 5403

Customer Services:

1-800-950-5114	Total Credit Line \$2000	Available Credit Line \$0	Cash Advance Limit \$400	Available Cash Limit \$0	New Balance \$3926.59
BOX 6500 SIOUX FALLS, SD 57117	Statement/Closing Date 05/17/2004	Amount Over Credit Line \$1926.59	Past Due \$428.53	Purch/Adv Minimum Due \$86.00	Minimum Amount Due \$3926.59

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	5/17		Standard Purch LATE FEE - APR PAYMENT PAST DUE 66 0000	35.00
	5/17		OVER CREDIT LIMIT FEE 62 0000	29.00
	5/17		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	70.49
	5/17		Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	9.88

Please note that payments must be received by 1:00 p.m., local time, on a bank business day at the payment processing facility that handles your payments, in order to be credited to your account as of that day, and payments must conform to the payment instructions set forth on the reverse side. All conforming payments received at the payment processing facility after that time will be credited as of the following bank business day.

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Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$3,317.08	\$64.00	\$0.00	\$70.49	\$3,451.57
ADVANCES	\$465.14	\$0.00	\$0.00	\$3.88	\$475.02
TOTAL	\$3,782.22	\$64.00	\$0.00	\$80.37	\$3,926.59

Days This Billing Period: 32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$3,351.10	0.06573%(D)	23.990%	23.990%
ADVANCES Standard Adv	\$469.91	0.06573%(D)	23.990%	23.990%

07/12/04

\$4033.76

\$9999.99

SITE:KC-CL

TM:CO-5000

ACID:KCB5033

10/14/04

19:23:04

JAMES L LOVE
518 BRISBIN ST
HOOTZDALE
16651-1207000

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S HACKENSACK, NJ
07606-8111

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Account Number
5424 1803 6391 5403

Customer Service:

1-800-950-5114
BOX 6500
SIOUX FALLS, SD
57117

Total Credit Line
\$2000
Statement/
Closing Date
06/16/2004

Available Credit Line
\$0
Amount Over
Credit Line
\$2033.76

Cash Advance Limit
\$400
Past Due
\$514.53

Available Cash Limit
\$0
Purch/Adv
Minimum Due
\$88.00

New Balance
\$4033.76
Minimum
Amount Due
\$4033.76

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
6/16			Standard Purch OVER CREDIT LIMIT FEE 62 0000	29.00 0000000000
6/16			PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	68.71 0000000000
6/16			Standard Adv ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000	9.46 0000000000

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Our records show home phone 814-378-7484 and business phone 814-856-7544. Please update coupon if incorrect.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$3,451.57	\$29.00	\$0.00	\$68.71	\$3,549.28
ADVANCES	\$475.02	\$0.00	\$0.00	\$9.46	\$484.48
TOTAL	\$3,926.59	\$29.00	\$0.00	\$78.17	\$4,033.76

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$3,484.67	0.06573%(D)	23.990%	23.990%
ADVANCES Standard Adv	\$479.58	0.06573%(D)	23.990%	23.990%

JAMES L LOVE - ACCOUNT ANALYSIS

<u>Date</u>	<u>Purchases</u>	<u>Cash Advances</u>	<u>Balance Transfer</u>	<u>Finance Charge</u>	<u>Fees</u>	<u>Payments/Credits</u>
12/15/2000			\$ 200.00	\$ 6.50		
1/17/2001	78.44			1.29		(20.00)
2/15/2001	211.68			3.08		(25.00)
3/19/2001	87.12			4.91		(20.00)
4/17/2001	46.66	21.50		9.61		(25.00)
5/16/2001	55.83			5.31		(25.00)
6/15/2001	67.01			6.00		(25.00)
7/17/2001	48.50	304.68		24.23		(25.00)
8/16/2001	162.94	61.59		18.01		(25.00)
9/17/2001	122.60			16.11		(25.00)
10/17/2001	9.29			15.39		(30.00)
11/15/2001	83.56			14.81		(30.00)
12/17/2001	180.25			16.83		(30.00)
1/16/2002	113.78			16.54		(81.82)
2/15/2002	154.22			16.91		(33.00)
3/18/2002	112.81	31.50		23.59		(40.00)
4/17/2002	2.00			31.15		(40.00)
5/16/2002	50.00			30.80		(40.00)
6/17/2002	8.63			33.86		(40.00)
7/17/2002	48.16			32.47		(40.00)
8/16/2002				40.46	35.00	
9/17/2002				44.67	64.00	(42.00)
10/17/2002				43.35	64.00	(42.00)
11/15/2002				43.22	64.00	
12/17/2002				49.13	64.00	(93.00)
1/16/2003				46.37	64.00	
2/17/2003				51.87	64.00	
3/18/2003				49.21	64.00	
4/16/2003				51.41	64.00	
5/15/2003				53.31	64.00	(56.00)
6/16/2003				60.17	64.00	(56.00)
7/17/2003				59.73	29.00	(59.00)
8/18/2003				61.53	64.00	(59.00)
9/17/2003				58.98	64.00	(59.00)
10/17/2003				60.32	64.00	(59.00)
11/17/2003				63.64	64.00	(59.00)
12/17/2003				63.03	64.00	(59.00)
1/16/2004				64.74	64.00	
2/16/2004				69.56	64.00	
3/16/2004				67.61	64.00	
4/15/2004				72.58	64.00	
5/17/2004				80.37	64.00	
6/16/2004				78.17	29.00	
	<u>\$ 1,643.48</u>	<u>\$ 419.27</u>	<u>\$ 200.00</u>	<u>\$ 1,660.83</u>	<u>\$ 1,373.00</u>	<u>\$ (1,262.82)</u>

EXHIBIT C

Total

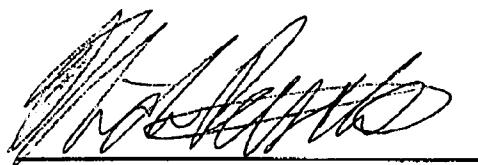
\$ 4,033.76

Verification

Nick Petsche

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

Date: 1/13/05



James L. Love
5424180363915403

Nick Baigcse

FILED

JAN 17 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIBANK (SOUTH DAKOTA) N.A.,
Plaintiff

Vs.

JAMES L. LOVE,
Defendant

CIVIL DIVISION

No. 04 - 1540 - CD

ANSWER AND COUNTERCLAIM

Filed on Behalf of:

Defendant, JAMES L. LOVE

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

FILED

BD FEB 02 2005
013-201
William A. Shaw
Prothonotary/Clerk of Courts

2 Ctrno to Atty

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CLEARFIELD, PA

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

CITIBANK (SOUTH DAKOTA) N.A., :
Plaintiff : No. 04 - 1540 - CD
:
Vs. : JURY TRIAL DEMANDED
:
JAMES L. LOVE, :
Defendant :

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Counterclaim 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 Counterclaim 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Second and Market Streets
Clearfield, PA 16830
Phone 814/765-2641 Ex. 5982

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

CITIBANK (SOUTH DAKOTA) N.A., :
Plaintiff : No. 04 - 1540 - CD
:
Vs. : JURY TRIAL DEMANDED
:
JAMES L. LOVE, :
Defendant :

ANSWER AND COUNTERCLAIM

ANSWER

NOW COMES, James L. Love, who, through his attorney, Joseph Colavecchi, Esquire, files his Answer and Counterclaim to the Amended Complaint in the above-captioned matter and respectfully avers as follows:

1. Admitted.

2. Admitted.

3. Admitted.

4. Denied. On the contrary, Defendant does not recall the averments as set forth in Paragraph 4 of Plaintiff's Amended Complaint. Strict proof of these averments is demanded at the trial of this case.

5. Denied. On the contrary, Defendant does not recall that he agreed to the conditions as set forth in Plaintiff's Amended Complaint and also as indicated by all of the various charges set

out in the statements, copies of which are attached to the Amended Complaint.

6. Denied. Defendant does not recall the circumstances as set forth in Plaintiff's Amended Complaint and strict proof of these averments is demanded at the trial of this case.

7. It is admitted that Plaintiff mailed various statements to Defendant. However, it is denied that these statements are accurate and reflect the true facts. Further, Defendant denies that he agreed to the charges that appear to be part of these statements attached to the Amended Complaint.

8. Denied. The averments as set forth in Plaintiff's Amended Complaint are strictly in the control of Plaintiff and strict proof of these averments are demanded at the trial of this case.

9. This does not require an answer.

10. Denied. These averments are within the control of the Plaintiff and strict proof of these averments are demanded at the trial of this case.

11. Denied. Control of the statements and the figures therein are within control of Plaintiff and strict proof of these averments are demanded at the trial of this case.

12. Denied. Strict proof of this averment is demanded at the trial of this case.

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13. Denied. Defendant did not understand any such statements as received by him since he did not agree to the various charges which appear to be on the alleged statements.

14. Denied. Defendant did not understand said statements and strict proof of said averments is demanded at the trial of this case.

15. Denied. On the contrary, if Defendant did indeed receive the statements as set forth in Plaintiff's Amended Complaint, the fact that he did not file an objection does not waive his defenses.

16. Denied. The account stated implies an agreement between Plaintiff and Defendant and said alleged agreement does not exist.

17. Denied. This does not require an answer.

18. Denied. To the extent that this is relevant, the payments made by Defendant would be a matter of record with Plaintiff and strict proof of said payments are demanded at the trial of this case.

19. Denied. Strict proof of the allegations set out therein is demanded at the trial of this case.

20. Denied. Defendant had no duty to pay an amount illegally assessed against him in violation of Pennsylvania and federal law.

21. Denied. Any payments by Defendant would have been relevant and should have been deducted from any principal amount that was actually owed, if any amount was owed, from Defendant to Plaintiff.

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22. Denied. The actions of the Plaintiff in attempting to make illegal charges against Defendant would void any obligation from Defendant to Plaintiff.

23. Denied for the reasons as set forth in the Answer to Paragraph 22.

24. Denied. On the contrary, Plaintiff has admitted that they have no signed agreement where Defendant has agreed to pay attorney's fees or any other type of charges.

25. Denied. The truth of this averment is within the control of Plaintiff and strict proof of said averments are demanded at the trial of this case.

26. Denied. To the extent that this Paragraph is relevant, Defendant owes no attorney's fees to Plaintiff since there is no basis upon which attorney's fees could be assessed against him.

WHEREFORE, Defendant demands that the Amended Complaint of Plaintiff be dismissed and that judgment be entered in favor of Defendant, together with costs.

COUNTERCLAIM

Defendant further says that he has causes of action against the above named Plaintiff for the amounts set out herein, of the following nature and character:

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COUNT I
JAMES L. LOVE VS. CITIBANK (SOUTH DAKOTA) N.A.

James L. Love, Plaintiff on the Counterclaim files said Counterclaim against Citibank (South Dakota) N.A. and respectfully avers as follows:

27. Plaintiff on the Counterclaim is James L. Love an individual who resides at 518 Brisbin Street, Houtzdale, Pennsylvania 16651.

28. Defendant on the Counterclaim is Citibank (South Dakota) N.A. with a place of business located at 701 East 60th Street North, Sioux Falls, South Dakota 57117.

29. Defendant has attempted to assert charges against the Plaintiff which are not authorized under any written contract between Plaintiff and Defendant. Such charges include interest rates in excess of 6% per annum which is in excess of the Pennsylvania legal rate of interest.

30. Based just on the documents supplied by Defendant, Defendant shows charges for a "credit protector fee" which is not authorized under written contract between Plaintiff and Defendant. Said "credit protector fee" covering the period April 2001 through and including October 17, 2001, comes to a total of Forty-three Dollars and Eighty-nine Cents (\$43.89). This does not include all of the other months that this charge is believed to have been assessed against Plaintiff.

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31. Defendant has asserted charges for an "over credit limit" fee which is not authorized under any written agreement between Plaintiff and Defendant. The total for the "over credit limit" fees from the period September 2002 through and including July 16, 2004, come to a total of Six Hundred Thirty-eight Dollars (\$638.00). There are other "over credit limit" charges which are believed to have also been asserted by Defendant against Plaintiff.

32. Defendant has asserted "late fees" against Plaintiff without written authorization of any kind or a written contract of any kind between Plaintiff and Defendant. Just covering the period August 2002 through and including May 17, 2004, a total of Seven Hundred Thirty-five Dollars (\$735.00) has been assessed against Defendant. It is believed that other "late fees" have also been assessed by Defendant against Plaintiff none of which are authorized.

33. Defendant has assessed "finance charges" and rates in excess of the 6% simple interest allowed under Pennsylvania law in absence of a written agreement. During the period from December 2000 through and including June 2004, based solely on the statements supplied by Defendant, a total of One Thousand Six Hundred Sixty Dollars and Eighty-three Cents (\$1,660.83) has been assessed against Plaintiff. Interest rates have been charged based on the actual interest assessed of approximately 24%, etc., all of which are in excess of the 6% simple interest rate allowed under

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Pennsylvania law. For example, where the Defendant showed a charge on August 16, 2002, against the balance of One Thousand Five Hundred Ninety-seven Dollars and Ninety-six Cents (\$1,597.96), and shows a total of Thirty-two Dollars and Forty-nine Cents (\$32.49) for that month, based on .06778%. This actually represents a charge of 24% on an annual basis.

34. All of the above represents a violation of the Unfair Trade Practices and Consumer Protection Law 73 P.S. Section 201-1 et seq.

WHEREFORE, Plaintiff demands treble damages, attorney's fees and costs since these are unconscionable acts.

COUNT II
JAMES L. LOVE VS. CITIBANK (SOUTH DAKOTA) N.A.

**VIOLATION OF PENNSYLVANIA USURY LAW AS SET FORTH
IN THE LOAN INTEREST AND PROTECTION LAW WHICH SETS THE
LEGAL RATE OF INTEREST AT SIX PERCENT (6%)**

Paragraphs 27 through and including 34 are incorporated herein by reference thereto.

35. All of said allegations amount to a violation of the Pennsylvania Usury Law. 41 P.S. 201 et seq.

WHEREFORE, Plaintiff asks for triple the usurious interest charge, triple the usurious interest paid, the forfeiture of

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CLEARFIELD, PA

interest and principal, and Plaintiff's attorney's fees since all of the above are acts which shock the conscience.

Respectfully submitted,

Joseph Colavecchi
JOSEPH COLAVECCHI, ESQUIRE
Attorney for James L. Love

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

VERIFICATION

I verify that the statements made in this Answer and Counterclaim 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.



JAMES L. LOVE

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED

FEB 02 2005

William A. Slatw
Prothonotary/Clerk of Courts

BURTON NEIL & ASSOCIATES, P.C.
By: Edward J O'Brien, Esquire
Identification No. 32985
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA) N.A. : IN THE COURT OF COMMON PLEAS

Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA

VS.
JAMES L LOVE

Defendant : CIVIL ACTION - LAW

ENTRY OF APPEARANCE

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Kindly enter my appearance as co-counsel for Plaintiff, Citibank, (South Dakota), N.A. in this matter.

BURTON NEIL & ASSOCIATES, P.C.

BY: Edward J. O'Brien
Edward J. O'Brien, Esquire
Attorneys for Plaintiff

NOTICE: Burton Neil & Associates, P.C. is a debt collector.

FILED
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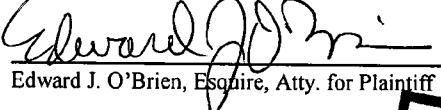
FEB 23 2005

William A. Shaw
Prothonotary

BURTON NEIL & ASSOCIATES, P.C.
BY: Edward J O'Brien, Esquire
Identification No. 32985
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

ATTORNEY FOR: Plaintiff

NOTICE TO PLEAD: You are notified to plead to the Plaintiff's Preliminary Objections to the Defendant's Answer and Counterclaim to Amended Complaint within twenty (20) days from service hereof or a judgment may be entered against you.


Edward J. O'Brien, Esquire, Atty. for Plaintiff

CITIBANK (SOUTH DAKOTA) N.A.

: IN THE COURT OF COMMON PLEAS

Plaintiff
VS.
JAMES L LOVE

: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 04-1540-CD

Feb 23 2005

Defendant : CIVIL ACTION - LAW

*William A. Shaw
Prothonotary*

Plaintiff's Preliminary Objections to Defendant's Answer and Counterclaim

Plaintiff Citibank (South Dakota) N.A. by its counsel Burton Neil and Associates, P.C., hereby preliminarily objects to defendant's Answer and Counterclaim or so much thereof is relevant as follows:

I. Legal Insufficiency-Answer Paragraphs 20, 22, and 23

1. Defendant's Answer paragraphs 20, 22, and 23 are legally insufficient in that plaintiff is entitled as a matter of law to charge defendant the amounts it assessed him.
2. Defendant cannot plead any set of facts that would alter plaintiff's right to charge as set forth in the Amended Complaint.

WHEREFORE, Plaintiff moves the Court dismiss Answer paragraphs 20, 22, and 23 with prejudice as legally insufficient under Pa. R. C. P. 1028(a)(4).

II. Legal Insufficiency-Counterclaim Paragraphs 29, 31, 32, 33 and 34

3. The allegations in counterclaim paragraph 29 and 34 that plaintiff is limited to 6% interest on the balance in suit is legally insufficient under the admitted facts of this case (Answer paragraphs 1 through 3) and controlling state (Bank One Columbus, N.A. v. Mazaika, 545 Pa.115, 680 A.2d 845, (1996) and South Dakota Codified Laws §§ 54-11-9, 54-3-1 and 54-3-1.1) and federal law (Smiley v. Citibank (South Dakota, N.A.), ____ U.S. ____, 116 S.Ct. 1730, 135 L. Ed.2d 25 (1996) and 12 U.S.C. §§ 85 and 86).

4. Defendant cannot plead any set facts that would alter paragraphs 29 and 34's legal

insufficiency.

5. The allegations in Counterclaim paragraph 31 and 34 that plaintiff is not entitled to assess "over credit limit" fees against defendant is legally insufficient under the admitted facts of this case and controlling state and federal law.

6. Defendant cannot plead any set of facts that would alter paragraphs 31 and 34's legal insufficiency.

7. The allegations in counterclaim paragraph 32 and 34 that plaintiff is not entitled to assess late fees against defendant is legally insufficient under the admitted facts of this case and controlling state and federal law.

8. Defendant cannot plead any set of facts that would alter paragraphs 32 and 34's legal insufficiency.

9. The allegations in Counterclaim 33 and 34 that plaintiff has assessed finance charges in excess of 6% simple interest against defendant is legally insufficient under the admitted facts of this case and controlling state and federal law.

10. Defendant cannot plead any set of facts that would alter paragraphs 33 and 34's legal insufficiency.

11. Defendant's Counterclaim Count I failed to plead any item of actual damages.

12. By reason of the defendant's failure to plead actual damages, defendant's Count I Counterclaim under the Unfair Trade Practices and Consumer Protection Law is legally insufficient.

WHEREFORE, plaintiff moves the Court dismiss Count I - Counterclaim paragraphs 29, 31, 32, 33, and 34 with prejudice and to dismiss Counterclaim Count I, all under Pa. R. C. P. 1028(a)(4) as per the proposed Order attached.

III. Legal Insufficiency-Counterclaim Paragraph 35

13. Defendant's Counterclaim paragraph 35 is legally insufficient

(a) because the paragraph 29, 31, 32, 33, and 34 allegations are legally insufficient under the admitted facts of this case and controlling state and federal law as set forth above; and

(b) because federal law has pre-empted usury regulation (In re: Gerber's Estate, 337 Pa. 108, 9 A.2d 438 (1939) and 12 U.S.C. §§ 85 and 86) of plaintiff, an

admittedly federally chartered national bank (Answer, paragraphs 1 and 3).

14. Defendant cannot plead any set of facts that would alter paragraph 35's legal insufficiency.

WHEREFORE, plaintiff moves the Court dismiss defendant's Counterclaim Count II with prejudice under Pa.R.C.P.1028(a)(4).

IV. Failure to Conform to Law or Rule of Court.

15. Defendant's Counterclaim Counts I and II both fail to plead time specifically, in violation of Pa.R.C.P.1019(f).

16. Plaintiff is thereby prejudiced in responding to defendant's Counterclaim by being unable to determine what portion if any of defendant's alleged Counterclaim is barred by the applicable statute of limitations.

17. Defendant's Counterclaim Count I fails to plead defendant suffered ascertainable loss of money or property and actual damages in violation of 73 P.S.§ 204-9(a).

WHEREFORE, Plaintiff moves the Court strike Defendant's Counterclaim Count I and II under Pa.R.C.P.1028(a)(2).

BURTON NEIL & ASSOCIATES, P.C.

BY 
Edward J. O'Brien, Esquire
Attorneys for Plaintiff

NOTICE: Burton Neil & Associates, P.C. is a debt collector.

BURTON NEIL & ASSOCIATES, P.C.
By: Edward J O'Brien, Esquire
Identification No. 32985
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
ATTORNEY FOR: Plaintiff

CITIBANK (SOUTH DAKOTA) N.A. : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
VS. : NO. 04-1540-CD
JAMES L LOVE : CIVIL ACTION - LAW
Defendant

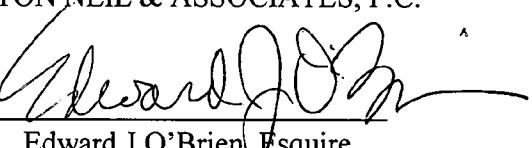
Certificate of Service

I, Edward J O'Brien, Esquire do hereby certify that I served a true and correct copy of the within Preliminary Objections to Defendant's Answer and Counterclaim, Scheduling Order under Local Rule 211, proposed Order and Entry of Appearance on defendant's counsel, Joseph Colavecchi, Esquire at his/her address of record via first class mail, postage prepaid on the date set forth below.

Date: February 22, 2005

BURTON NEIL & ASSOCIATES, P.C.

BY:


Edward J O'Brien, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.

C-2821

FILED
in 11:07 on 1/23/05

FEB 23 2005

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIBANK (SOUTH DAKOTA) N.A.,
Plaintiff

Vs.

JAMES L. LOVE,
Defendant

CIVIL DIVISION

No. 04 - 1540 - CD

ANSWER TO CIIBANK'S
PRELIMINARY OBJECTIONS

Filed on Behalf of:

Defendant, JAMES L. LOVE

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED 200
02/28/05 Atty J. Colavecchi
FEB 28 2005
GK
William A. Shaw
Prothonotary, Clerk of Courts

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

CITIBANK (SOUTH DAKOTA) N.A. :
Plaintiff :
:
vs. : No 04 - 1540 - CD
:
JAMES L. LOVE :
Defendant :
:

ANSWER TO CITIBANK'S PRELIMINARY OBJECTIONS

James L. Love, through his Attorney, Joseph Colavecchi, Esquire, files his Answer to the Preliminary Objections of Citibank, and respectfully avers as follows:

1. It is denied that Citibank would be allowed to charge an interest rate in excess of the Pennsylvania legal rate of interest in absence of a written agreement.
2. It is denied that Citibank could charge any amount to James L. Love without written authority from James L. Love.

WHEREFORE, James L. Love asks that the Preliminary Objections to the Answer of James L. Love to Paragraphs 20, 22 and 23 be dismissed and that judgment be entered in favor of James L. Love.

3. Denied. On the contrary, the Pennsylvania legal interest rate is six (6%) percent in absence of an agreement to pay a larger amount of interest. Further, there are no admitted facts.

4. Denied. To charge a rate in excess of the Pennsylvania legal rate of interest of six (6%) percent in absence of a written agreement is a violation of Pennsylvania law.

5. Denied. In absence of a written agreement by James L. Love, Citibank is not allowed to charge fees which would have the effect of charging an interest rate in excess of six (6%) percent.

6. Denied.

7. Denied. There are no real admitted facts in this case.

8. Denied for the reasons as set out above.

9. Denied for the reasons as set out above.

10. Denied for the reasons as set out above.

11. Denied. The amounts of actual damages are set out in Paragraph 30 for a minimum total of Forty-three Dollars and Eighty-nine Cents (\$43.89). In Paragraph 31 for a minimum amount of Six Hundred Thirty-eight (\$638) Dollars. In Paragraph 32 for a minimum amount of Seven Hundred Thirty-five (\$735) Dollars. In Paragraph 35, in a minimum amount of One Thousand Six-Hundred Sixty Dollars and Eighty-three Cents (\$1683.83).

12. Denied for the reasons as set out above.

WHEREFORE, James L. Love asks that the Preliminary Objections be dismissed and that judgment be entered for him.

13. Denied. Pennsylvania law controls the interest rate to be charged in absence of a written agreement.

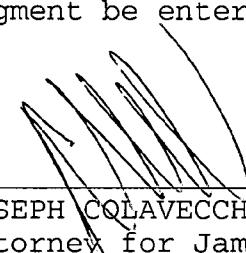
14. Denied for the reasons as set out above.

15. Denied. The violations as described in the Counterclaim of James L. Love continue to be violations as long as they are being asserted by Citibank.

16. Denied. On the contrary, all of the records are clearly in the control of Citibank and a determination can be made by them as to the statute of limitations.

17. Denied. The basis of the Counterclaim is set out in the Complaint. Further proof will be brought out at the trial of this case.

WHEREFORE, James L. Love asks that the Preliminary Objections of Citibank be dismissed and that judgment be entered for him.



JOSEPH COLAVECCHI, ESQUIRE
Attorney for James L. Love
221 East Market Street
Clearfield, PA 16830
814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

CITIBANK (SOUTH DAKOTA) N.A. :
Plaintiff :
:
vs. : No 04 - 1540 - CD
:
JAMES L. LOVE :
Defendant :
:

CERTIFICATE OF SERVICE

I, Joseph Colavecchi, Esquire, do hereby certify that I served a true and correct copy of the within Answer to Citibank's Preliminary Objections on Plaintiff's Counsel, Edward J. O'Brien, Esquire, at 1060 Andrew Drive, Suite 170, West Chester, Pennsylvania, 19380, by United States First Class Mail, on February 28, 2005.



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant

February 28, 2005

DATE

FILED

FEB 28 2005

William A. Shaw
Prothonotary/Clerk of Courts

SCEDULING ORDER

AND NOW, this 28th day of March, 2005, upon consideration of plaintiff's **Preliminary Objections to Defendant's Answer and Counterclaim**, it is hereby ordered that:

(1) A rule is issued upon the respondent to show cause why the petitioner is not entitled to the relief requested;

(2) Argument to be held on April 29, 2005, at 1:30 P.M. in Courtroom # 1 before the Honorable Judge J. Anderson in the Clearfield County Courthouse;

(3) Notice of the entry of this order shall be provided to all parties by the petitioner.

BY THE COURT:

Judge J. Anderson
PER CURIAM.

FILED 1cc
04/11/05 Atty O'Brien
MAR 30 2005 w/memo re: service

William A. Shaw
Prothonotary/Clerk of Courts

GW

FILED

MAR 30 2005

William A. Sherry
Prothonotary/Clerk of Courts



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

MEMO: To all parties filing Petitions/Motions in Clearfield County:

Please make note of the following:

Rule 206(f) The party who has obtained the issuance of a Rule to Show Cause shall forthwith serve a true and correct copy of both the Court Order entering the Rule and specifying a return date, and the underlying Petition or Motion, upon every other party to the proceeding in the manner prescribed by the Pennsylvania Rules of Civil Procedure (see PA. R.C.P. 440) and upon the Court Administrator.

Rule 206(g) The party who has obtained the issuance of a Rule to Show Cause shall file with the Prothonotary, within seven (7) days of the issuance of the Rule, an Affidavit of Service indicating the time, place and manner of service. Failure to comply with this provision may constitute sufficient basis for the Court to deny the prayer of the Petition or Motion.

***** Please note: This also includes service of scheduling orders obtained as the result of the filing of any pleading.**

BURTON NEIL & ASSOCIATES, P.C.
By: Jay H. Pressman, Esquire
Identification No. 38800
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
ATTORNEY FOR: Plaintiff

CITIBANK (SOUTH DAKOTA) N.A.

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

VS.

JAMES L LOVE

Defendant

: NO. 04-1540-CD

: CIVIL ACTION - LAW

Certificate of Service

I, Jay H. Pressman, Esquire do hereby certify that I served a true and correct copy of the within Scheduling Order on defendant's counsel, Joseph Colavecchi, Esquire at his/her address of record via first class mail, postage prepaid on the date set forth below.

Date: 4/5/05

BURTON NEIL & ASSOCIATES, P.C.

BY: 

Jay H. Pressman, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.

C-2821

sw
FILED
m/11/05
APR 08 2005

William A. Shaw
Prothonotary/Clerk of Courts

(-2821)

SCHEDULING ORDER

AND NOW, this 28th day of March, 2005, upon consideration of plaintiff's **Preliminary Objections to Defendant's Answer and Counterclaim**, it is hereby ordered that:

- (1) A rule is issued upon the respondent to show cause why the petitioner is not entitled to the relief requested;
- (2) Argument to be held on April 29, 2005, at 1:30 P.M. in Courtroom #1 before the Honorable Judge Ammerman in the Clearfield County Courthouse;
- (3) Notice of the entry of this order shall be provided to all parties by the petitioner.

BY THE COURT:

/s/ Fredric J. Ammerman

PER CURIAM.

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

MAR 30 2005

Attest.

Wes L. Ober
Prothonotary/
Clerk of Courts

COPY

FILED

APR 08 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

CITIBANK (SOUTH DAKOTA) :
-vs- : No. 04-1540-CD
JAMES L. LOVE :

ORDER

NOW, this 29th day of April, 2005, following argument on the Plaintiff's Preliminary Objections to Defendant's Answer and New Matter, it is the ORDER of this Court that counsel for the Plaintiff have no more than fifteen (15) days from this date to supply the Court with appropriate letter brief. Counsel for the Defendant shall have no more than fifteen (15) days from his receipt of Plaintiff's letter brief to respond in kind.

BY THE COURT.

Frederick Kinnaman

President Judge

64
FILED ⁶⁴ ICC
of 9:37 AM
MAY 04 2005
Atty's: Neil
J. Colavocchi

William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAY 04 2005

William A. Shaw
Prothonotary/Clerk of Courts

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

FILED

11:15 AM
MAY 12 2005

Re-mailed
to forwarding
address

William A. Shaw
Prothonotary/Clerk of Courts

5/12/05

Called 5-12-05-
they were aware of
the order.

Burton Neil
Burton Neil & Associates, P.C.
26 South Church Street

West Ches'

NEIL, BURTON
FORWARD TIME EXP RTN TO SEND
NEIL, BURTON
1060 ANDREW DR STE 170
WEST CHESTER PA 19380-5601

RETURN TO SENDER

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

CITIBANK (SOUTH DAKOTA) :
-vs- : No. 04-1540-CD
JAMES L. LOVE :

O R D E R

NOW, this 29th day of April, 2005, following argument on the Plaintiff's Preliminary Objections to Defendant's Answer and New Matter, it is the ORDER of this Court that counsel for the Plaintiff have no more than fifteen (15) days from this date to supply the Court with appropriate letter brief. Counsel for the Defendant shall have no more than fifteen (15) days from his receipt of Plaintiff's letter brief to respond in kind.

BY THE COURT,

/s/ Fredric J. Ammerman

President Judge

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

MAY 04 2005

Attest

[Signature]
Prothonotary/
Clerk of Courts

OK

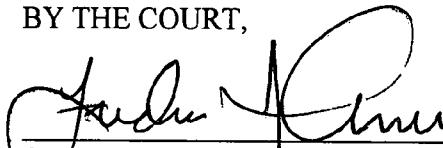
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CITIBANK (SOUTH DAKOTA) N.A. :
Plaintiff :
vs. : NO. 04-1540-CD
: :
JAMES L. LOVE, :
Defendant :
:

ORDER

NOW, this 24th day of June, 2005, the Court having received the parties' briefs in regard to the Plaintiff's Preliminary Objections; the Court agreeing with the position advocated by the Plaintiff relative the Second Restatement of Torts § 282 relating to account stated and that the case cited by the Defendant of Citibank v. Whiteley, 149 S.W. 3d 599 (Missouri Court of Appeals 2004) is not applicable, it is the ORDER of this Court that the said Preliminary Objections be and are hereby GRANTED to the extent that the Defendant's Counterclaim, Count I and Counterclaim, Count II are hereby DISMISSED.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED *recd Atys:*
07/25/2005 *Nei*
JUN 24 2005 *J. Colaretti*
William A. Shaw
Prothonotary/Clerk of Courts 

FILED

JUN 24 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

Citibank (South Dakota), N.A.
(Plaintiff)

CIVIL ACTION

701 East 60th Street North
(Street Address)

No. 04-1540-CD

Sioux Falls, SD
(City, State ZIP)

Type of Case: _____

Type of Pleading: Certificate of Readiness

VS.

Filed on Behalf of:

James Love
(Defendant)

Plaintiff
(Plaintiff/Defendant)

518 Brisbin Street
(Street Address)

Houtzdale, PA
(City, State ZIP)

Neil Sarker, Esquire
(Filed by)

1060 Andrew Dr., Ste. 170, West Chester, PA
(Address)

(610) 696-2120
(Phone)

(Signature)

FILED *(R)*

JUL 17 2012
M 19:15
William A. Shaw
Prothonotary/Clerk of Courts
Copy to *Att*

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

Civil Trial Listing/Certificate of Readiness

Plaintiff(s): Citibank (South Dakota), N.A.

Case Number: 04-1540-CD

Defendant(s): James Love

To the Prothonotary:

Arbitration Limit: \$4,033.76

Type Trial Requested: Jury

Estimated Trial Time: 1 hour

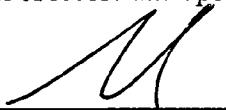
Non-Jury

Arbitration

Jury Demand Filed By: _____

Date Jury Demand Filed: _____

Please place the above-captioned case on the trial list. I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.


(Signature)


(Date)

For the Plaintiff: Neil Sarker, Esquire (610)696-2120 Telephone Number

For the Defendant: _____ Telephone Number

For Additional Defendant: _____ Telephone Number

Certification of Current Address for all parties or counsel of record:

Name: Neil Sarker, Esquire Address: 1060 Andrew Dr., Ste. 170, West Chester, PA 19380

Name: James Love Address: 518 Brisbin St., Houtzdale, PA 16651

Name: _____ Address: _____ City/State/Zip: _____

Name: _____ Address: _____ City/State/Zip: _____

Name: _____ Address: _____ City/State/Zip: _____

Burton Neil & Associates, P.C.
By: Neil Sarker, Esquire ID. NO. 203465
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA) N.A.
Plaintiff

v.

JAMES L LOVE

Defendant

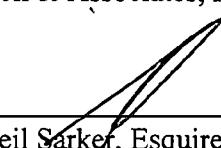
: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 04-1540-CD
: CIVIL ACTION - LAW

Certificate of Service

I, Neil Sarker, Esquire do hereby certify that I served a true and correct copy of the within Certificate of Readiness on *pro se* defendant, James L Love at his address of record via first class mail, postage prepaid on the date set forth below.

Date: 6/30/12

Burton Neil & Associates, P.C.

By: 
Neil Sarker, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.

C-2821

FILED
JUL 13 1973
William A. Mohr
Photostat/Courier

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIBANK (SOUTH DAKOTA) N.A.,
Plaintiff

VS.

JAMES L. LOVE,
Defendant

CIVIL DIVISION

No. 2004 - 1540 - CD

PRAECIPE TO WITHDRAW

Filed on Behalf of:

Defendant, JAMES L. LOVE

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

5/10:25am
FILED No cc
JUL 27 2012

William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

CITIBANK (SOUTH DAKOTA) N.A. :
Plaintiff :
: 1540
vs. : No. 2004 - 1504 - CD
: :
JAMES LOVE :
Defendant :

PRAECIPE FOR APPEARANCE

TO: William Shaw, Prothonotary

Please withdraw the appearance of Joseph Colavecchi, Esquire as attorney for the Defendant, James Love, in the above-captioned action. Joseph Colavecchi passed away on March 4, 2010.


PAUL COLAVECCHI, ESQUIRE

Colavecchi & Colavecchi

7/27/12

Date

FILED

JUL 27 2012

William A. Shaw
Prothonotary/Clerk of Courts

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

CITIBANK (SOUTH DAKOTA) N.A. :
Plaintiff, :
vs. : NO. 2004-1540-CD
JAMES LOVE :
Defendant, :
: :
: :
: :

O R D E R

NOW, this 31st day of August, 2012, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Thursday, October 11, 2012 at 1:00 P.M. in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

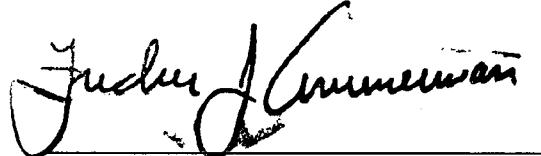
Gary A. Knaresboro, Esquire, Chairman

Warren B. Mikesell, II, Esquire

Patrick Lavelle, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form in enclosed as well as a copy of said Local Rule of Court.

BY THE COURT:


FREDRIC J. AMMERMAN

President Judge

FILED 6cc
08/09/12 CIA
AUG 31 2012
William A. Shaw
Prothonotary/Clerk of Courts
CK

FILED

AUG 31 2012

William A. Shaw
Prothonotary/Clerk of Courts

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

CITIBANK (SOUTH DAKOTA) N.A. :
Plaintiff, :
vs. :
: NO. 2004-1540-CD
JAMES LOVE :
Defendant, :
:

AMENDED ORDER

AND NOW, this 6th day of September, 2012, it is the ORDER of the Court that the list of Appointed Arbitrators on this Courts' ORDER of August 31, 2012, shall be and is hereby AMENDED as follows:

ORDER

.....The following have been appointed as Arbitrators:

Gary A. Knaresboro, Esquire, Chairman

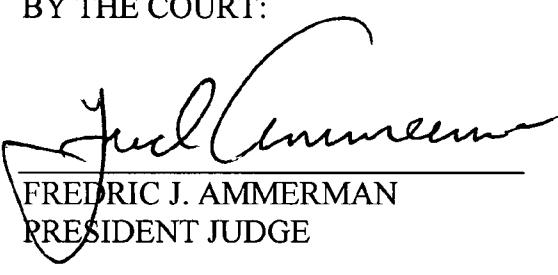
Linda Lewis, Esquire (*)

**Substitution in place of Attorney Mikesell,
due to his unavailability to serve.*

Patrick Lavelle, Esquire

All other provisions of the Order of August 31, 2012 shall remain unchanged.

BY THE COURT:


FREDRIC J. AMMERMAN
PRESIDENT JUDGE

FILED 6cc
09/25/2012 CA
SEP 06 2012
William A. Shaw
Prothonotary/Clerk of Courts

FILED

SEP 06 2012

William A. Show
Prostounsel/Clerk of Courts

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

CITIBANK (SOUTH DAKOTA) N.A.

* NO. 2004-1540-CD

Plaintiff

*

VS

*

JAMES L. LOVE,

*

Defendant

*

ORDER

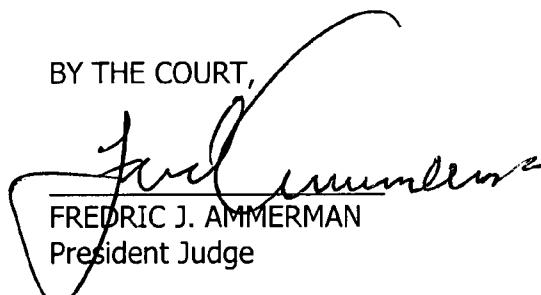
5 SEP 13 2012
018:30 PM

William A. Shaw
Prothonotary/Clerk of Courts

sent to Bunker
Loyne

NOW, this 12th day of September, 2012, upon review and consideration of the Defendant's letter of September 5, 2012 (attached) requesting a continuance of the Arbitration scheduled for October 11, 2012 and the Court noting that this matter has already been rescheduled one time; it is the ORDER of this Court that said request for continuance be and is hereby **DENIED**. The Arbitration will proceed as scheduled on October 11, 2012.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

RECEIVED SEP 06 2012.

518 Brisbin St.
Houtzdale, PA 16651
(814) 378-7484

September 5, 2012

Office of Court Administrator
Clearfield County Courthouse
230 E Market St.
Clearfield, PA 16830

Gentlemen:

RE: Arbitration Hearing for James Love
Scheduled for October 11, 2012

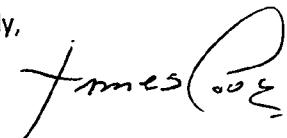
Please consider this my request to reschedule my hearing scheduled for 10/11/12 at the courthouse.

I am requesting that the hearing be rescheduled as I am currently involved in negotiations with State Farm Insurance, DEP and Moore Concrete. The concrete company was drilling for mine subsidence near my home and caused an explosion that caused my home to suffer considerable damage estimated in the thousands of dollars.

Currently I have been meeting with different representatives of these companies and my time has been devoted to this cause. Due to the time I have spent with these companies I not been able to gather information needed for the hearing.

Thank you for your time in this matter.

Sincerely,



James Love

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Citibank, N.A.

vs.

James L. Love

No. 2004-01540-CD

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 11th day of October, 2012, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Gary A. Knaresboro, Esq.

Gary Knaresboro
Chairman
Linda C. Lewis
Patrick Lavelle

Linda Lewis, Esq.

Patrick Lavelle, Esq.

Sworn to and subscribed before me this
October 11, 2012

William A. Shaw
Prothonotary

AWARD OF ARBITRATORS

Now, this 11th day of OCT, 2012, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

*Judgment in favor of Plaintiff in the amount
of \$ 4033.76.*

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 11th day of October, 2012, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

William A. Shaw
Prothonotary
By _____

FILED

OCT 11 2012

William A. Shaw
Prothonotary/Clerk of Courts

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

Citibank, N.A.

Vs.

COPY

: No. 2004-01540-CD

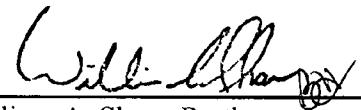
James L. Love

NOTICE OF AWARD

TO: Neil Sarker, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on October 11, 2012, and have awarded:

Judgment in favor of Plaintiff in the amount of \$4,033.76.



William A. Shaw, Prothonotary

October 11, 2012

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on October 11, 2012, at 1:55 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$600.00.

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

Citibank, N.A.

Vs.

: No. 2004-01540-CD

James L. Love

COPY

NOTICE OF AWARD

TO: James Love

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on October 11, 2012, and have awarded:

Judgment in favor of Plaintiff in the amount of \$4,033.76.



William A. Shaw

October 11, 2012

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on October 11, 2012, at 1:55 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$600.00.

FILED

11/16/2012 Atty pd.
NOV 16 2012 \$20.00
Notice to
William A. Shaw
Prothonotary/Clerk of Courts
Def.

6C

Burton Neil & Associates, P.C.
By: Neil Sarker, Esquire ID. NO. 203465
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA) N.A.

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

JAMES L LOVE

: NO. 04-1540-CD

Defendant

: CIVIL ACTION - LAW

Praecipe for Entry of Judgment on Award of Arbitrators

To the Prothonotary:

Enter judgment on award of arbitrators on behalf of the plaintiff, CITIBANK (SOUTH DAKOTA) N.A., and against the defendant, JAMES L LOVE and assess damages in the sum of \$4,033.76.

Burton Neil & Associates, P.C.

By _____

Neil Sarker, Esquire
Attorneys for Plaintiff

And now, this 16th day of November, 2012, judgment is entered on behalf of the plaintiff, CITIBANK (SOUTH DAKOTA) N.A. and against the defendant, JAMES L LOVE, in the sum of \$4,033.76.

Prothonotary of Clearfield County

William A. Shaw

Deputy

In making this communication, we advise that this office is a debt collector.
C-2821/221

NS
C2821
233

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Citibank, N.A.
vs.
James L. Love

No. 2004-01540-CD

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 11th day of October, 2012, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Gary A. Knaresboro, Esq.

Gary Knaresboro
Chairman

Linda Lewis, Esq.

Linda C. Lewis

Patrick Lavelle, Esq.

Patrick Lavelle

Sworn to and subscribed before me this
October 11, 2012

Will H. Shaw
Prothonotary

FILED Notice
Oct 5 2012 mailed to
OCT 11 2012 Atty Sarker
& Def.
By William A. Shaw
Prothonotary/Clerk of Court 10/11/12
Def. address- 918 Brisbin St.
Houtzdale, PA
16051

AWARD OF ARBITRATORS

Now, this 11th day of OCT, 2012, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

*JUDGMENT in favor of Plaintiff, in the amount
of \$ 4033.76.*

*Gary A. Knaresboro
Chairman
Linda C. Lewis
Patrick Lavelle*

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 11th day of October, 2012, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Will H. Shaw
Prothonotary
By _____

Burton Neil & Associates, P.C.
By: Neil Sarker, Esquire ID. NO. 203465
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA) N.A.
701 East 60th Street N
Sioux Falls, SD 57117

Plaintiff

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

JAMES L LOVE
518 Brisbin Street
Houtzdale PA 16651-1207

Defendant

: NO. 04-1540-CD

: CIVIL ACTION - LAW

**Certification of Address and
Affidavit of Non-Military**

Understanding that false statements herein are subject to penalty under 18 Pa. C.S.

Section 4904 relating to unsworn falsification to authorities, I verify that:

1. The above are the precise last-known addresses of the judgment creditor and debtor.
2. Pursuant to Section 201(b)(1)(A) of the Servicemembers Civil Relief Act of 2003

(SCRA) the defendant is not in the military service of the United States based on information received from the defendant and/or the Department of Defense website.

Burton Neil & Associates, P.C.

By: 

Neil Sarker, Esquire
Attorney for Plaintiff

In making this communication, we advise that this office is a debt collector.

FILED

NOV 10 2012

William A. Shaw
Prothonotary/Clerk of Courts

Burton Neil & Associates, P.C.
By: Neil Sarker, Esquire ID. NO. 203465
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA) N.A.

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

v

JAMES L LOVE

: NO. 04-1540-CD

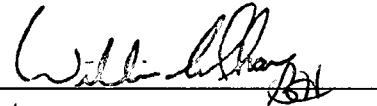
Defendant

: CIVIL ACTION - LAW

Rule of Civil Procedure No. 236 (Revised)

Notice is given that a JUDGMENT in the above captioned matter has been entered
against you on November 16, 2012.

Prothonotary of Clearfield County


Deputy

If you have any questions concerning the above, please contact:

Neil Sarker, Esquire
Attorney for Party Filing
1060 Andrew Drive, Suite 170
West Chester, PA 19380
Phone: 610-696-2120

In making this communication, we advise that this office is a debt collector.

Burton Neil
Edward J. O'Brien
Yale D. Weinstein
Derek C. Blasker
Brit J. Suttell
Neil Sarker
Trenton A. Farmer

LAW OFFICES
BURTON NEIL & ASSOCIATES, P.C.
1060 ANDREW DRIVE, SUITE 170
WEST CHESTER, PENNSYLVANIA 19380
610-696-2120
Facsimile 610-696-4111
Email: Burton.neil@burt-law.com
October 10, 2012

Refer to File #
C-2821

Clearfield County Courthouse
Court Administration
230 East Market Street
Clearfield, PA 16830

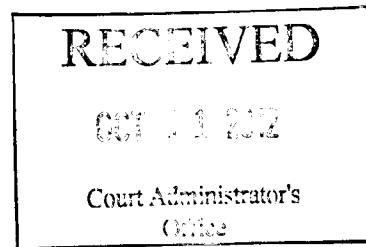
RE: CITIBANK (SOUTH DAKOTA) N.A. v. JAMES L LOVE
Docket No. 04-1540-CD

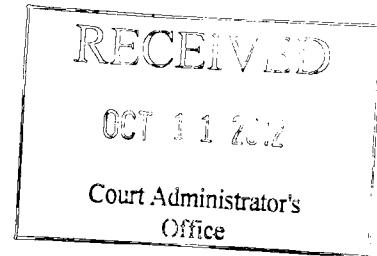
Filing Cover Sheet

Enclosed please find an original and one copy of Pre-Arbitration Memorandum in connection with the above matter. Kindly file the original with the court and return the time-stamped copy in the envelope provided.

Neil Sarker, Esquire
Burton Neil & Associates, P.C.

Enclosure





BURTON NEIL & ASSOCIATES, P.C.
By: Neil Sarker, Esquire, Id. No. 203465
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA), N.A. : IN THE COURT OF COMMON PLEAS
Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

vs.

: NO. 04-1540-CD

JAMES L. LOVE

Defendant : CIVIL ACTION - LAW

Plaintiff's Pre-Arbitration Memorandum

(1) Brief Statement of Facts

Plaintiff issued defendant a credit card and plaintiff sued defendant in the instant civil action to recover the unpaid, past due balance of the credit card of \$4,033.76.

Defendant, then represented by an attorney filed objections to the complaint. Plaintiff filed an amended complaint setting forth 2 alternative causes of action against defendant, Count I on an account stated, and Count II for breach of contract.

Defendant answered the complaint explicitly admitting complaint paragraphs 1 through 3. Defendant generally denied the balance of the complaint. Defendant's answer also included new matter and a counterclaim. Defendant's counterclaim was dismissed by this Court's Order on June 24, 2005. The pleadings are closed.

The parties attempted to resolve the case prior to arbitration and reached an agreement in

principal. The day prior, defendant notified plaintiff's counsel that he no longer wished to comply with the settlement terms.

(2) Legal Basis of the Claim or Defenses

“Where one issues a running series of accounts stated to another, and the latter does not, over a period of time, repudiate or object to them, then the account stated may be considered to fairly represent the commercial relations between the parties and may be enforced in Court,” Thompson Roses, Inc. v . McGovern Florist & Decorators, Ltd., 34 Ches. Co. Rep. 1,4 (1986). Under Pennsylvania law, “...the essence of a common law action for an account stated is an agreement, either express or implied, based upon prior transactions, between two parties as to the correctness of an amount due..” Connolly Epstein Chicco Foxman Engelmyer & Ewing v. Fanslow, 1995 WL 686045 at *5 (E.D.Pa.1995) (applying Pennsylvania law).

In Obermayer, Rebmann, Maxwell & Hippel v. Banta,28 Pa. D. & C.4th 225, 30 Phila.Co.Rptr. 573, (Pa.Com.Pl., 1996); *affirmed in part & vacated in pert, Per Curiam, _____ Pa. Super. _____*, 687 A. 2d 866 (1996) the court confirmed that “the acceptance of accounts stated need not be express, but may be implied.” “Retention without objection by one party for an unreasonably long time of a statement of account rendered by the other is a manifestation of assent to the amount shown as an accurate computation of the amount due. Donahue v. City of Philadelphia, 157 Pa. Super. 124, 41 A.2d 879 (1945). The existence of an account stated is *prima facie* evidence of the correctness of the account shown in the absence of fraud, mistake or error. Individual items of an account stated are presumed to be correct in the absence of timely objections. Cauffiel v. Glenn, 345 Pa. 181 (1942); Tribulas v. Continental Equitable Title & Trust Co., 331 Pa. 283 (1938). Plaintiff, as an admittedly national bank, is entitled to charge and collect finance charges, late fees, and over the limit fees in accord with the laws of the state

where it is located (South Dakota) and federal law. Smiley v. Citibank (South Dakota, N.A.), ___ U.S. ___, 116 S.Ct. 1730, 135 L. Ed.2d 25 (1996); Bank One Columbus, N.A. v. Mazaika, 545 Pa.115, 680 A.2d 845, (1996). Defendant's explicit admissions of those complaint averments that he did admit legally bind him so that he cannot be heard to offer contradictory testimony. Tops Apparel, 430 Pa. 583, 244 A.2d 436, 438 (1968); Dale Manufacturing v. Bressi, 491 Pa. 493, 421 A. 2d 653 (1980).

Plaintiff, as a national bank, is entitled to charge and collect finance charges, late fees, and over the limit fees in accord with the laws of the state where it is located (South Dakota) and federal law. Smiley v. Citibank (South Dakota, N.A.), ___ U.S. ___, 116 S.Ct. 1730, 135 L. Ed.2d 25 (1996); Bank One Columbus, N.A. v. Mazaika, 545 Pa.115, 680 A.2d 845, (1996).

With respect to pleading, a denial with a demand for proof unless as provided by the rule has the effect of an admission. "A denial is specific, if it denies the fact averred and affirmatively avers that which did or did not occur instead of the fact averred." Gwinn v. Empire State Chair Co., 48 Pa. D. & C.4th 176, 180 (Pa. D.&C. 1980), quoting Sincavage v. Howells, 8 Pa. D. & C.2d 515, 517 (1957). A general denial regardless of the form has the effect of an admission. See Swift v. Milner, 371 Pa. Super. 302, 308-309, 538 A.2d 28, 31 (1988).

As to the facts of defendant's answer, although defendant's financial plight evokes empathy, financial inability to pay is not a viable legal defense to plaintiff's action. See Luber v. Luber, 418 Pa. Super. 542, 548-550, 614 A.2d 771, 774 (Pa. Super. Ct., 1992).

The admissions on defendant's pleading are binding on defendant and conclusive as to liability. As stated in Packel & Poulin, Pennsylvania Evidence, 2d Ed., Section 127, p. 30 (hereafter Packel & Poulin):

Evidentiary admissions are to be distinguished from judicial

admissions. Judicial admissions are not evidence at all. *Rather, they are formal concessions in the pleadings in the case or stipulations by a party or its counsel that have the effect of withdrawing a fact from issue and dispensing wholly with the need for proof of the fact.* Thus the judicial admission, unless allowed by the court to be withdrawn is conclusive in the case, whereas the evidentiary admission is not conclusive but is always subject to contradiction or explanation. (Emphasis added)

(3) Special Damages

Unpaid balance: \$4,033.76

(4) Name and Address of Witness(s)

James L. Love
518 Brisbin Street
Houtzdale, PA 16651

(5) List of Exhibits

Monthly billing statements for defendant's account with plaintiff
Terms and conditions for defendant's account with plaintiff, if available
Credit card application, if available
Defendant's Answer
Copies of defendant's payment made on account, if available
Deposition transcript from deposition of Citibank representative

(6) Estimate of Amount of Time to Present Your Claim or Defense

One Hour

(7) Special Comments Regarding Legal Issues

None

BURTON NEIL & ASSOCIATES, P.C.

By: _____


Neil Sarker, Esquire
Attorney for Plaintiff

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

Burton Neil & Associates, P.C.
By: Neil Sarker, Esquire ID. NO. 203465
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA) N.A.
Plaintiff

v.

JAMES L LOVE
Defendant

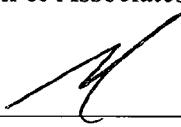
: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: NO. 04-1540-CD
: CIVIL ACTION - LAW

Certificate of Service

I, Neil Sarker, Esquire do hereby certify that I served a true and correct copy of the within Pre-Arbitration Memorandum on *pro se* defendant, James L Love at his address of record via first class mail, postage prepaid on the date set forth below.

Date: 10/11/12

Burton Neil & Associates, P.C.

By: 

Neil Sarker, Esquire
Attorney for Plaintiff

The law firm of Burton Neil & Associates is a debt collector.

C-2821

COPY

BURTON NEIL & ASSOCIATES, P.C.
By: Neil Sarker, Esquire, Id. No. 203465
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA), N.A. : IN THE COURT OF COMMON PLEAS
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA
vs. : NO. 04-1540-CD

JAMES L. LOVE

Defendant : CIVIL ACTION - LAW

Plaintiff's Pre-Arbitration Memorandum

(1) Brief Statement of Facts

Plaintiff issued defendant a credit card and plaintiff sued defendant in the instant civil action to recover the unpaid, past due balance of the credit card of \$4,033.76.

Defendant, then represented by an attorney filed objections to the complaint. Plaintiff filed an amended complaint setting forth 2 alternative causes of action against defendant, Count I on an account stated, and Count II for breach of contract.

Defendant answered the complaint explicitly admitting complaint paragraphs 1 through 3. Defendant generally denied the balance of the complaint. Defendant's answer also included new matter and a counterclaim. Defendant's counterclaim was dismissed by this Court's Order on June 24, 2005. The pleadings are closed.

The parties attempted to resolve the case prior to arbitration and reached an agreement in

principal. The day prior, defendant notified plaintiff's counsel that he no longer wished to comply with the settlement terms.

(2) Legal Basis of the Claim or Defenses

"Where one issues a running series of accounts stated to another, and the latter does not, over a period of time, repudiate or object to them, then the account stated may be considered to fairly represent the commercial relations between the parties and may be enforced in Court," Thompson Roses, Inc. v. McGovern Florist & Decorators, Ltd., 34 Ches. Co. Rep. 1,4 (1986). Under Pennsylvania law, "...the essence of a common law action for an account stated is an agreement, either express or implied, based upon prior transactions, between two parties as to the correctness of an amount due." Connolly Epstein Chicco Foxman Engelmyer & Ewing v. Fanslow, 1995 WL 686045 at *5 (E.D.Pa.1995) (applying Pennsylvania law).

In Obermayer, Rebmann, Maxwell & Hippel v. Banta, 28 Pa. D. & C.4th 225, 30 Phila. Co.Rptr. 573, (Pa.Com.Pl., 1996); *affirmed in part & vacated in part, Per Curiam, _____ Pa. Super. _____*, 687 A. 2d 866 (1996) the court confirmed that "the acceptance of accounts stated need not be express, but may be implied." "Retention without objection by one party for an unreasonably long time of a statement of account rendered by the other is a manifestation of assent to the amount shown as an accurate computation of the amount due. Donahue v. City of Philadelphia, 157 Pa. Super. 124, 41 A.2d 879 (1945). The existence of an account stated is *prima facie* evidence of the correctness of the account shown in the absence of fraud, mistake or error. Individual items of an account stated are presumed to be correct in the absence of timely objections. Cauffiel v. Glenn, 345 Pa. 181 (1942); Tribulas v. Continental Equitable Title & Trust Co., 331 Pa. 283 (1938). Plaintiff, as an admittedly national bank, is entitled to charge and collect finance charges, late fees, and over the limit fees in accord with the laws of the state

where it is located (South Dakota) and federal law. Smiley v. Citibank (South Dakota, N.A.), U.S. ___ 116 S.Ct. 1730, 135 L. Ed.2d 25 (1996); Bank One Columbus, N.A. v. Mazaika, 545 Pa.115, 680 A.2d 845, (1996). Defendant's explicit admissions of those complaint averments that he did admit legally bind him so that he cannot be heard to offer contradictory testimony. Tops Apparel, 430 Pa. 583, 244 A.2d 436, 438 (1968); Dale Manufacturing v. Bressi, 491 Pa. 493, 421 A. 2d 653 (1980).

Plaintiff, as a national bank, is entitled to charge and collect finance charges, late fees, and over the limit fees in accord with the laws of the state where it is located (South Dakota) and federal law. Smiley v. Citibank (South Dakota, N.A.), U.S. ___ 116 S.Ct. 1730, 135 L. Ed.2d 25 (1996); Bank One Columbus, N.A. v. Mazaika, 545 Pa.115, 680 A.2d 845, (1996).

With respect to pleading, a denial with a demand for proof unless as provided by the rule has the effect of an admission. "A denial is specific, if it denies the fact averred and affirmatively avers that which did or did not occur instead of the fact averred." Gwinn v. Empire State Chair Co., 48 Pa. D. & C.4th 176, 180 (Pa. D.&C. 1980), quoting Sincavage v. Howells, 8 Pa. D. & C.2d 515, 517 (1957). A general denial regardless of the form has the effect of an admission. See Swift v. Milner, 371 Pa. Super. 302, 308-309, 538 A.2d 28, 31 (1988).

As to the facts of defendant's answer, although defendant's financial plight evokes empathy, financial inability to pay is not a viable legal defense to plaintiff's action. See Luber v. Luber, 418 Pa. Super. 542, 548-550, 614 A.2d 771, 774 (Pa. Super. Ct., 1992).

The admissions on defendant's pleading are binding on defendant and conclusive as to liability. As stated in Packel & Poulin, Pennsylvania Evidence, 2d Ed., Section 127, p. 30 (hereafter Packel & Poulin):

Evidentiary admissions are to be distinguished from judicial

admissions. Judicial admissions are not evidence at all. *Rather, they are formal concessions in the pleadings in the case or stipulations by a party or its counsel that have the effect of withdrawing a fact from issue and dispensing wholly with the need for proof of the fact.* Thus the judicial admission, unless allowed by the court to be withdrawn is conclusive in the case, whereas the evidentiary admission is not conclusive but is always subject to contradiction or explanation. (Emphasis added)

(3) Special Damages

Unpaid balance: \$4,033.76

(4) Name and Address of Witness(s)

James L. Love
518 Brisbin Street
Houtzdale, PA 16651

(5) List of Exhibits

Monthly billing statements for defendant's account with plaintiff
Terms and conditions for defendant's account with plaintiff, if available
Credit card application, if available
Defendant's Answer
Copies of defendant's payment made on account, if available
Deposition transcript from deposition of Citibank representative

(6) Estimate of Amount of Time to Present Your Claim or Defense

One Hour

(7) Special Comments Regarding Legal Issues

None

BURTON NEIL & ASSOCIATES, P.C.

By: _____
Neil Sarker, Esquire
Attorney for Plaintiff

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

Transmission Report

Date/Time 10-11-2012 09:14:56 a.m.
 Local ID 1 18147657649

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 DISTRICT COURT ADMINISTRATOR

SHARON S. WHIPPLE
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OFFICE OF THE COURT ADMINISTRATOR
 FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA
 CLEARFIELD COUNTY COURTHOUSE
 230 EAST MARKET STREET, SUITE 228
 CLEARFIELD, PENNSYLVANIA 16830-2448
www.clearfieldco.org/courts.htm

HON. FREDERIC J. AMMERMANN
 PRESIDENT JUDGE

HON. PAUL E. CIRARO
 JUDGE

FACSIMILE COVERSHEET

TO: Gary Knaresboro, Pat Lavelle, and Linda Lewis

FROM: Sharon S. Whipple, Deputy Court Admin.

RE: Pre-Trial Memorandum - Arbitration

DATE: 10-11-12

NUMBER OF PAGES (INCLUDING COVER PAGE): 6

FAX NUMBER: 375-2314, 371-4480, 765-8142

MESSAGE:

Gary, Pat & Linda,

Here is the Pre-Trial Memorandum I just received for the 1:00 PM Arbitration today. We still have not received a Pre-Trial Memo from the defendant. If I receive that one, I will fax it to you as soon as possible.

See you all later.

Sharon

CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be legally privileged, and is only intended for the use of the addressee. It is the property of Clearfield County Government and/or the Office of the Court Administrator. If you are not the intended recipient, you are hereby notified that any disclosure, copy, distribution, or use of the contents of this transmission, including all attachments, is strictly prohibited and may be unlawful. If you have received this communication in error, please notify me immediately by return fax or by calling me at (814) 765-2641 ext. 5982. You are also directed to destroy this communication and all copies thereof, including all attachments. Thank you.

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Abbreviations:

HS: Host send

PL: Polled local

MP: Mailbox print

CP: Completed

TS: Terminated by system

HR: Host receive

PR: Polled remote

RP: Report

FA: Fail

G3: Group 3

WS: Waiting send

MS: Mailbox save

FF: Fax Forward

TU: Terminated by user

EC: Error Correct

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Fax

Burton Neil & Associates, P.C.
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120
610-696-4111 Fax

Name: Sharon
Organization: Clearfield County Court Administration
Fax: (814) 765-7649

From: Jennie Daley
Date: 10/11/2012
Subject: Pre-Arb Memo
Pages:

Comments: The original was overnighted to your office last night with 4 copies for the Board of Arbitrators.

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From the desk of...
Jennie Daley
Burton Neil & Associates, P.C.
West Chester, PA 19380