

2004-1839-CD  
REMIT CORPORATION

VS

VALORIE ERICKSON

Remit Corp vs Valorie Erickson  
2004-1839-CD

## COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Clearfield  
JUDICIAL DISTRICT

46-3-03

46<sup>th</sup>

## NOTICE OF APPEAL

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

04-1839-CD

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT		MAG. DIST. NO. OR NAME OF D.J.	
Remit Corporation		46-3-03	
ADDRESS OF APPELLANT		CITY	STATE ZIP CODE
36 W. Main Street		Bloomsburg	PA 17815
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)	(Defendant)	
10/25/04	Remit Corporation	vs. Valorie D Erickson	
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
CV	0000 345-04	<i>Tamra J. Koeller</i>	
LT			

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

*Signature of Prothonotary or Deputy*

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon \_\_\_\_\_, appellee(s), to file a complaint in this appeal  
*Name of appellee(s)*

(Common Pleas No. \_\_\_\_\_) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

*Signature of appellant or his attorney or agent*

**RULE:** To \_\_\_\_\_, appellee(s).  
*Name of appellee(s)*

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: \_\_\_\_\_, \_\_\_\_\_.

**FILED** *12/23/04 Piff pd.*  
*NOV 19 2004 85.00*  
 William A. Shaw *CC to Piff*  
 Prothonotary/Clerk of Courts

*Signature of Prothonotary or Deputy*

---

## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_; SS \_\_\_\_\_

**AFFIDAVIT:** I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on  
(date of service) \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's  
receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on \_\_\_\_\_, on  
 by personal service  by (certified) (registered) mail, sender's receipt attached hereto.  
 and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom  
the Rule was addressed on \_\_\_\_\_,  by personal service  by (certified) (registered)  
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

*Signature of affiant*

*Signature of official before whom affidavit was made*

*Title of official*

My commission expires on \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-03**

DJ Name: Hon.

**MICHAEL A. RUDELLA**

Address: **131 ROLLING STONE ROAD  
P.O. BOX 210  
KYLERTOWN, PA**

Telephone: **(814) 345-6789**      **16847-0444**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF: **REMIT CORPORATION** NAME and ADDRESS

**36 W. MAIN ST.  
BLOOMSBURG, PA 17815**

*Reit Howard  
10-28-04  
288910*

DEFENDANT: **ERICKSON, VALORIE D.** NAME and ADDRESS

**R.D.1 BOX 702A  
MORRISDALE, PA 16858**

**REMIT CORPORATION  
36 W. MAIN ST.  
BLOOMSBURG, PA 17815**

Docket No.: **CV-0000345-04**  
Date Filed: **9/08/04**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR PLAINTIFF**

Judgment was entered for: (Name) **REMIT CORPORATION**,

Judgment was entered against: (Name) **ERICKSON, VALORIE D.**

in the amount of \$ **2,185.88** on: (Date of Judgment) **10/25/04**

Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

Damages will be assessed on: \_\_\_\_\_

This case dismissed without prejudice. \_\_\_\_\_

Amount of Judgment Subject to  
Attachment/42 Pa.C.S. § 8127 \$ \_\_\_\_\_

Portion of Judgment for physical  
damages arising out of residential  
lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>2,099.88</b>
Judgment Costs	\$ <b>86.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 2,185.88</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b> \$ _____	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

*10-25-04* Date *M A Rudella*, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date \_\_\_\_\_, District Justice

My commission expires first Monday of January, **2006**

SEAL



## NOTICE OF APPEAL

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS NO.

04-1839-CJ

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT	MAG. DIST. NO. OR NAME OF D.J.		
Remit Corporation	46-3-03		
ADDRESS OF APPELLANT	CITY	STATE	ZIP CODE
36 W. Main Street	Bloomsburg	PA	17815
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)	(Defendant)	
10/25/04	Remit Corporation	vs. Valorie D. Erickson	
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
CV 0000 345-04	<i>Mark J. Koller</i>		
LT			

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

*Signature of Prothonotary or Deputy*

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filling his NOTICE of APPEAL.

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon \_\_\_\_\_, appellee(s), to file a complaint in this appeal  
 Name of appellee(s)

(Common Pleas No. \_\_\_\_\_) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

*Signature of appellant or his attorney or agent*

## RULE: To \_\_\_\_\_

Name of appellee(s)

, appellee(s).

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

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

*Signature of Prothonotary or Deputy*

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

NOV 19 2004

Attest.

*William L. Rau*  
Prothonotary/  
Clerk of Courts

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

REMIT CORPORATION, :  
Plaintiff :  
: :  
vs. : CIVIL-LAW  
: :  
VALORIE D. ERICKSON, : DOCKET NO. 04-1839-CD  
Defendant :  
:

NOTICE TO DEFENDANT

TO THE DEFENDANT:

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

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

Pennsylvania Lawyer Referral Service  
100 South Street, PO Box 186  
Harrisburg, PA 17108  
800-692-7375  
717-238-6807

Court Administrator  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
814-765-2641 ext. 50-51

  
LAURINDA VOELCKER, ESQUIRE  
Attorney for Plaintiff

EBL  
3CC  
Atty Voelcker

FILED  
NOV 1 5 2004  
NOV 3 0 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

REMIT CORPORATION, :  
Plaintiff :  
vs. : CIVIL-LAW  
VALORIE D. ERICKSON, : DOCKET NO. 04-1839-CD  
Defendant :  
:

**COMPLAINT**

The Plaintiff, Remit Corporation, by and through its attorney Laurinda Voelcker, Esquire, hereby files this Complaint of which the following is a statement:

1. The Plaintiff, the Remit Corporation is a Pennsylvania Corporation doing business at 36 West Main Street, P.O. Box 7, Bloomsburg, Columbia County, Pennsylvania 17815.
2. The Defendant, Valorie D. Erickson, is an adult individual residing at RD 1 Box 702A, Morrisdale, Clearfield County, Pennsylvania 16858.
3. Defendant obtained a credit card on or about July 1, 1996, from Citibank (hereinafter "original creditor"), Account number 4128 0033 8431 9326. A summary of the pertinent account information is attached hereto, incorporated herein and referred to hereafter as Exhibit A.
4. Defendant used the extended credit leaving an unpaid balance of \$ 3,138.60 with interest continuing to accrue at 19.8% per annum.
5. Defendant's last payment on this account was made on or about November 17, 2004. The total payments to date on this account is \$120.00.

6. On or about 10/10/03 Remit Corporation purchased the account of Valorie D. Erickson from Unifund CCR, the previous owner of this account. The sale includes the transfer of all right, title, and interest in the account to Remit Corporation. A copy of the relevant document for this transaction is attached hereto, incorporated herein and referred to hereafter as Exhibit B.

7. A copy of card statements for the Statement/Closing Dates of February 20, 2002 and March 31, 2002 are attached hereto, and incorporated herein and referred to hereafter as Exhibits C & D.

8. To date the balance is \$2,109.88 principal and \$1,038.72 interest less payments of \$120.00 for a total of \$3,028.60.

**Count 1**

**Breach of Express Contract**

9. The above paragraphs are incorporated herein as though more fully set forth at length.

10. In consideration of the extension of credit provided by original creditor through a credit card, Defendant agreed to pay for all charges for purchases, balance transfers, cash advances, fees and interest on her account.

11. The reasonable charges and expenses owing for the credit card purchases, cash advances, balance transfers, fees and interest is \$3,028.60.

12. Defendant accepted the extension of credit and utilized the credit card without complaint, objection or dispute as to credit services provided, the prices charges for the same or the costs incurred.

13. Defendant is indebted to the Plaintiff in the amount of \$3,028.60. Defendant has failed and refused to pay the aforesaid sum despite frequent demand to do so and the same is now due and owing.

14. Defendant's failure to pay is a breach of the express written agreement between the parties, pursuant to Pa.R.C.P. No. 1019(i), a copy of written agreement is attached hereto, incorporated herein and referred to hereafter as Exhibit E.

WHEREFORE, Plaintiff, Remit Corporation, demands judgment against Valorie D. Erickson in the amount of \$3,028.60 together with interest, costs, attorney fees and such further and additional relief as this Honorable Court deems just and equitable.

**COUNT II**

**BREACH OF IMPLIED CONTRACT**

15. The preceding paragraphs are incorporated herein by reference and made a part thereof as if fully set forth herein.

16. It is averred, in the alternative, in the paragraphs set forth above, if an express contract between Plaintiff and Defendant did not exist, that a contract implied within the law exists.

17. At all times relevant hereto, Defendant was aware that original creditor was extending credit services to her and that original creditor expected to be paid for the Defendant's use of this credit.

18. Defendant used the credit card to purchase items, and/or transfer balances, and/or obtain cash advances and she received the same to her benefit.

19. The total reasonable value of the Defendant's use of the credit extended by original creditor is \$3,028.60.

20. In breach of the implied contract, Defendant has failed and refused to pay the outstanding sum for the credit card use and the same is now due and owing.

21. The Defendant has failed and refused to pay the aforementioned sum despite frequent demand to do so.

22. By virtue of Plaintiff's purchase of this account and the assignment of all rights to the Plaintiff, Defendant is indebted to the Plaintiff in the amount of \$3,028.60.

WHEREFORE, Plaintiff, Remit Corporation, demands judgment against Defendant in the amount of \$3,028.60, together with interest, costs and such further and additional relief as this Honorable Court deems just and equitable.

### **COUNT III**

#### **QUANTUM MERUIT/UNJUST ENRICHMENT**

23. The preceding paragraphs are incorporated herein by reference and make a part thereof as if fully set forth herein.

24. Original creditor provided the extension of credit as set forth above with the expectation of receiving payment for all use of this credit including, but not limited to, purchases, cash advances, balance transfers, fees and interest.

25. The credit extended by original creditor benefited Defendant.

26. The Defendant will be unjustly enriched if she is allowed to retain the benefit resulting from her use of the credit card provided by original creditor without having to make reasonable payment for the value of the benefits received from original creditor's provision of credit.

27. Original creditor was not a volunteer in providing the credit services set forth above and the Defendant understood that original creditor was entitled to compensation based upon her use of the credit card.

28. The reasonable value of the Defendant's use of the credit card including purchases, balances transfers, cash advances, fees and interest is \$3,028.60.

29. By virtue of the Plaintiff's purchase of this account along with the assignment of all relevant rights thereto, Plaintiff, Remit Corporation is entitled to \$3,028.60 from the

Defendant and frequent demand for said sums has been made and the Defendant has failed and refused to pay the same.

WHEREFORE, Plaintiff, Remit Corporation, demands judgment against Defendant in the amount of \$3,028.60, together with interest, costs and such further and additional relief as this Honorable Court deems just and equitable.

Respectfully submitted,



Laurinda Voelcker, Esquire  
Attorney for Plaintiff  
PA ID #82706  
Remit Corporation  
36 West Main Street  
Bloomsburg, PA 17815  
570-387-6470

**VERIFICATION**

I verify that the statements made in the foregoing Complaint are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. sec. 4904 relating to unsworn falsification to authorities.



A handwritten signature in black ink, appearing to read "Lari M. Reed", is written over a horizontal line.

Lari M. Reed, Remit Corporation

**CITIBANK CARD STATEMENT**

**Bill To:** Valorie D. Erickson  
RD 1 Box 702 A  
Morrisdale PA 16858

Account #4128 0033 8431 9326  
Date Opened 07/01/1996  
Date of Last Payment 03/21/2002  
Interest Rate 19.8%  
Payment Due \$ 3,138.60  
Balance Due \$ 3,138.60

**EXHIBIT**

tabbies®

A

## AFFIDAVIT OF INDEBTEDNESS

State of Ohio )  
County of Hamilton ) ss.

Jessica Bergholz being sworn, deposes and says that she is Media Supervisor of Unifund CCR Partners herein called assignee, which is doing business at 10625 Techwoods Circle, Cincinnati, Ohio 45242 and that she is authorized to make the statements and representations herein.

The defendant is not in any branch of the armed services.

There is due and payable from **VALORIE D ERICKSON**, Account Number **4128003384319326**, the amount of **\$ 2109.88** in principal balance plus interest at the contract rate. By the terms of the agreement between the defendant and the original creditor, interest is accruing at the contract rate.

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

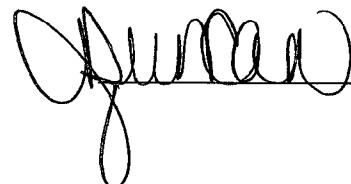
DATED this 10 October 2003.

UNIFUND CCR PARTNERS

By: Jessica Bergholz Media Supervisor  
Title

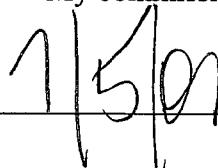
10625 Techwoods Circle Cincinnati, OH 45242  
Address

Subscribed and sworn to before me this 10. day of October, 2003.  
Year

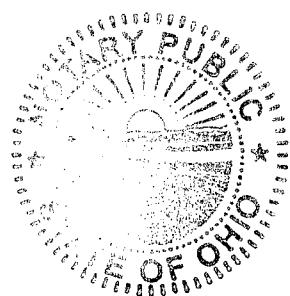


Notary Public

My commission expires



Client # 634



JENNIFER A. DUNCAN  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
July 5, 2007

F-10102003-00131

EXHIBIT

B

03/15/02 \$2379.57 \$9999.99 SITE:KC-CL TM:CO-6350 ACID:KCT5011G  
 PAYMENT DATE NEW BALANCE EXPIRE DATE  
 08/31/04 18:58:54

VALORIE D ERICKSON  
 ATTN: ACCOUNT-CODE=CPU1  
 MORRISDALE  
 16858-9709000

PA

CITI CARDS  
 P.O. BOX 8114  
 S HACKENSACK, NJ  
 07606-8114

Re: J. H. 288970

## Citi® Card

Account Number  
 4128 0033 8431 9326  
 PAYMENT MUST BE RECEIVED BY 1:00 PM LOCAL TIME ON 03/15/2002

To report Billing errors, write  
 to this address; calling will  
 not preserve your rights.

BOX 6500  
 SIOUX FALLS, SD  
 57117

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
02/20/2002	\$3000	\$0	\$900	\$0	\$2379.57
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		\$0.00	\$687.00	\$49.00	\$2379.57

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	2/12	C2101498	ELECTRONIC PAYMENT-THANK YOU 70 0000 0 0	-82.00 70000000000
	2/20		ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	2.85 70000000000
	2/20		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	32.36 70000000000

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 814-342-3909 and business phone 814-942-0405. Please update above coupon if incorrect.

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

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$2,223.07	\$0.00	\$82.00	\$32.36	\$2,173.43
ADVANCES	\$203.29	\$0.00	\$0.00	\$2.85	\$206.14
TOTAL	\$2,426.36	\$0.00	\$82.00	\$35.21	\$2,379.57

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$2,200.44	1.47083%(M)	17.650%	17.650%
ADVANCES	\$203.29	0.04836%(F)	17.650%	17.650%

tables

EXHIBIT

C

04/15/02 \$2336.67 \$9999.99 SITE:KC-CL TM:CO-6350 ACID:KCT5011G  
 PAY DUE DATE NEW BALANCE EXPIRE DATE 08/31/04 18:58:54:

VALORIE D ERICKSON  
 ATTN: ACCOUNT-CODE=CPU1  
 MORRISDALE  
 16858-9709000 PA

CITI CARDS  
 P.O. BOX 8114  
 S HACKENSACK, NJ  
 07606-8114

## Citi® Card

Account Number  
**4128 0033 8431 9326**  
 PAYMENT MUST BE RECEIVED BY 1:00 PM LOCAL TIME ON 04/15/2002

To report billing errors, write  
 to this address; calling will  
 not preserve your rights.  
**BOX 6500  
 SIOUX FALLS, SD  
 57117**

Statement/Closing Date	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
<b>03/21/2002</b>	<b>\$3000</b>	<b>\$0</b>	<b>\$900</b>	<b>\$0</b>	<b>\$2336.67</b>
		Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
		<b>\$0.00</b>	<b>\$654.00</b>	<b>\$48.00</b>	<b>\$2336.67</b>

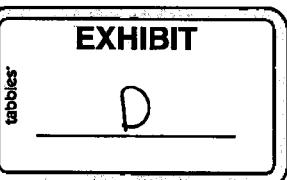
Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	3/21	C2384026	ELECTRONIC PAYMENT-THANK YOU 70 0000 0 0	-82.00 70000000000
	3/21		ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	3.24 70000000000
	3/21		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	35.86 70000000000

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	\$2,173.43	\$0.00	\$73.18	\$35.86	\$2,136.11
ADVANCES	\$206.14	\$0.00	\$8.82	\$3.24	\$200.56
<b>TOTAL</b>	<b>\$2,379.57</b>	<b>\$0.00</b>	<b>\$82.00</b>	<b>\$39.10</b>	<b>\$2,336.67</b>

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	\$2,173.43	1.65000%(M)	19.800%	19.800%
ADVANCES	\$206.14	0.05425%(F)	19.800%	19.800%



CIT  
(Citibank)

2007 8 1  
100-1000  
Pursuit

## CITIBANK CARD AGREEMENT

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

To simplify the rest of this Agreement for you, the following definitions will apply. The words *you*, *your*, and *yours* mean the person responsible for this Agreement, to whom we direct the billing statement. The word *card* means one or more cards which we have issued with your account number. The words *we*, *us*, and *our* mean Citibank (South Dakota), N.A. The words *Citibank checks* mean one or more checks that we may provide to access your Citibank card account. This Agreement is binding on you unless you cancel your account within 30 days after receiving the card and you have not used or authorized use of your account.

### Using Your Account and Your Credit Line:

The card must be signed to be used. Your initial credit line appears on the folder containing the card. A portion of your credit line, called the cash advance limit, is available for cash advances. At our discretion and at any time, we may change your credit line or cash advance limit. We will notify you if we do, either by mail or through a billing statement sent either before or after the change takes effect. You may request a change to your credit line or cash advance limit by contacting Customer Service by telephone or mail. The full amount of your credit line is available to buy or lease goods or services wherever the card is honored. Your cash advance limit is available for cash through any bank or automated teller machine that accepts the card or by using Citibank checks. The total amount charged on your account, including purchases, balance transfers, cash advances, finance charges, fees, or other charges, must always remain below your credit line. However, if that total amount exceeds your credit line you must still pay us.

### Additional Cards:

You may request additional cards on your account for yourself or others and you may permit another person to have access to the card or account number. However, if you do, you must pay us for all charges made by those persons, including charges for which you may not have intended to be responsible. You must notify us to revoke permission for any person you previously authorized to use your account. If you tell us to revoke another person's use of your account, we may close the account and issue a new card or cards with a different account number. You are responsible for the use of each card issued on your account according to the terms of this Agreement.

### Membership Fee:

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

EXHIBIT

E

tables

## Billing:

Your billing statement shows the balance, any finance charges, fees, the minimum payment, and the payment due date. It also shows your current credit line and cash advance limit, an itemized list of current charges, Citibank checks, payments and credits, a summary showing separately the purchase and cash advance balances, and finance charges on each balance, and other important information. If you default under this Agreement, we may, in our sole discretion, stop sending you billing statements if we deem your account uncollectible or if we institute delinquency collection proceedings by sending it to an outside collection agency or attorney for collection.

You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one mailing address.

## How We Determine the Balance:

The total outstanding balance (the amount you owe us) appears as the "New Balance" on the billing statement. To determine the New Balance, we begin with the outstanding balance on your account at the beginning of each billing period, called the "Previous Balance" on the billing statement. We add any purchases and cash advances and subtract any payments and credits that we receive. We then add the appropriate finance charges and fees and make other applicable adjustments.

## Annual Percentage Rate for Purchases:

Your annual percentage rate for purchases and the corresponding daily periodic rate appears on the folder containing the card. A daily periodic rate is the applicable annual percentage rate divided by 365. Whether or not the annual percentage rate for purchases is based on the quarterly U.S. Prime Rate plus a margin is indicated on the folder containing the card.

## Annual Percentage Rate for Cash Advances:

Your ANNUAL PERCENTAGE RATE for cash advances is 19.99%, which corresponds to a daily periodic rate of 0.0548%. The daily periodic rate is in effect the cash advance annual percentage rate divided by 365. Please see the next section for details relating to how this rate may change if you default under any Citibank Card Agreement.

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

If the annual percentage rate for purchases is based on the quarterly U.S. Prime Rate plus a margin, we will calculate the rate by adding the margin that appears on the folder containing the card to the U.S. Prime Rate published in *The Wall Street Journal* on the third Tuesday of March, June, September, and December of each year. If the third Tuesday is a holiday, we will use the Prime Rate published the next day. If more than one Prime Rate is published, we may choose the highest rate. If *The Wall Street Journal* ceases publication or to publish the Prime Rate, we may use the Prime Rate published in any other newspaper of general circulation, or we may substitute a similar reference rate at our sole discretion. Each time the annual percentage rate changes, we will apply it to any existing balances, subject to any promotional rate that may apply.

In addition, the annual percentage rate for purchases and cash advances may vary if you default under any Citibank Card Agreement because you fail to make a payment to us or any other creditor when due, you exceed your credit line, or you make a payment to us that is not honored by your bank. In such circumstances, we may increase the ANNUAL PERCENTAGE RATE

(including any promotional rate) on all balances to a higher rate of up to 23.99%. Factors considered in determining this higher rate may include the length of time the account has been open, the existence, seriousness, and timing of Citibank Card Agreement defaults, and other indications of account usage and performance. Your account may again become eligible for a lower annual percentage rate on new purchases, new cash advances, or both after you have met the terms of all Citibank Card Agreements for six months.

Your existing purchase and cash advance balances will remain subject to the higher rate until they are paid in full.

Any increase or decrease in a variable annual percentage rate takes effect on the first day of the billing period directly following the month in which we calculate the rate. The annual percentage rate in effect and any subsequent changes to it will appear on the billing statement. An increase in the variable annual percentage rate means you will pay a higher finance charge and perhaps a higher minimum payment.

## Promotional Rate Offers:

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

## Finance Charges:

Finance charges will begin to accrue from the date of the advance for cash advances and from the date of the transaction for purchases (including balances you transfer from any other credit card issuer) and continue to accrue until payment in full is credited to your account. However, if you paid the total New Balance listed on the last billing statement by the payment due date on that statement and you did not transfer a balance from any other credit card issuer during that billing period, you will have until the payment due date on your current statement to pay your total New Balance to avoid imposition of finance charges on purchases. In certain cases, this same grace period for purchases may apply even if you have transferred a balance during the billing period. If there is no such grace period for purchases, the balance transfer offer will so indicate.

We will calculate finance charges as follows:

■ We figure a portion of the finance charge on your account by multiplying the daily balance on purchases (which includes balances you transfer from any other credit card issuer) and the daily balance on cash advances by the applicable daily periodic rate and adding together any such finance charges for purchases and for cash advances for each day in the billing period.

■ For finance charge calculation purposes, the billing period begins on the day after the Statement/Closing Date of the previous billing period and varies with the number of days in the billing period. It includes the Statement/Closing Date of the current billing period.

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

of the date of the purchase and a new cash advance to the cash advance balance on the date of the advance. A credit balance is treated as a balance of zero.

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

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

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

You have obtained a cash advance if you obtain funds from an automated teller machine (ATM); through a Citibank check, through home banking, or through a financial institution; make a wire transfer; acquire a money order, traveler's check, lottery ticket, betting or casting clip, or similar item; or engage in another similar transaction. For each cash advance, we add an additional FINANCE CHARGE of 3.0% of the advance but not less than \$5. This fee will be added to the cash advance balance. (The amount of the cash advance may include a surcharge that the ATM owner imposes.) The cash advance transaction fee may cause the annual percentage rate on the billing statement on which the cash advance first appears to exceed the nominal annual percentage rate.

#### **Minimum Finance Charge:**

If finance charges based on periodic rates are being added to your account, but the total of such finance charges for purchases and cash advances is less than \$50, we assess a minimum FINANCE CHARGE, based on periodic rates, of \$50. We add the amount to either the purchase or cash advance balance at our discretion.

#### **Credit Balance:**

You may not maintain a credit balance on your account in excess of your assigned credit 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 folder containing the card indicates if your account is a secured account. If it is, you have given us a security interest in a certificate of deposit or a savings account to secure repayment of your account. If you withdraw your funds from the certificate of deposit or savings account, we will close your card account.

#### **Transactions Made in Foreign Currencies:**

If a transaction is made in a foreign currency, we and Visa International or MasterCard International, depending on which card is used, will convert the transaction into a U.S. dollar amount. Visa and MasterCard will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate they use is either

(1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. Visa increases this conversion rate by an international reimbursement rate and MasterCard increases this conversion rate by one percent. Both Visa and MasterCard keep this increase. We increase the conversion rate provided to us by Visa or MasterCard by two percent and keep this increase. The currency conversion rate calculated in this manner (that is, in effect on the processing date) may differ from the rate in effect on the transaction date or the posting date.

#### **Minimum Amount Due:**

Each month you must pay a minimum amount that is the total of 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 one of the following:

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

You must pay at least the minimum amount by the payment due date, but you may pay more at any time without a penalty. We will allocate payments to amounts owed on your account at our discretion. This includes, but is not limited to, applying payments to promotional balances, such as balances you transfer from other credit card issuers, before we apply such payments to your purchase or cash advance balances. If you pay more than the minimum, we will allocate the excess amount to the purchase or cash advance balance at our discretion. The sooner you pay the New Balance, the less you will pay in finance charges. We may also allow you to skip a payment. If we do, we will notify you. If you choose to skip a payment when offered, we will continue to assess finance charges.

#### **Payments:**

Do not send cash payments. We can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. There may be a delay of up to five days in crediting a payment if it is received at an address other than the address provided on the billing statement. You agree to pay us in U.S. dollars drawn on funds on deposit in the United States using a payment check, similar instrument, or automatic debit that will be processed and honored by your bank. We reserve the right to accept payments made in foreign currency. If we do, we will select the currency conversion rate at our discretion.

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

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

#### **Late Fee:**

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

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

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

### **Citibank Checks:**

Citibank checks may be used to purchase goods and services or to obtain cash up to the amount of your available cash advance limit unless that amount will cause the balance to exceed your credit line. We will treat Citibank checks as a cash advance and charge them against your cash advance limit. Each Citibank check must be in the form we have issued and must be used according to any instructions we give you. Citibank checks may be used only by the person whose name is printed on them. Citibank checks may not be used to pay any amount owed to us under this or any other Citibank Card Agreement. We will not certify any Citibank checks, nor will we return paid Citibank checks.

### **Returned Citibank Check Fee:**

We will add a \$29 fee to the cash advance balance if we decline to honor a Citibank check. We may decline to honor a Citibank check if, for example, the amount of the check would cause the balance to exceed your cash advance limit or credit line, if you default, if you did not comply with our instructions regarding the check, if your account has been closed, or if the card has expired.

### **Stop Payment Fee:**

We will add a \$29 fee to the cash advance balance when payment of a Citibank check is stopped at your request. You may stop payment on a Citibank check by notifying us in writing at P.O. Box 6500, Sioux Falls, South Dakota 57117 or by calling us at the telephone number listed on the billing statement. If you call, you must confirm the call in writing within 14 days. A written stop payment order will remain in effect for six months unless renewed in writing.

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

### **Lost or Stolen Cards, Account Numbers or Citibank Checks:**

If any card, account number or Citibank check is lost or stolen or if you think someone used or may use them without your permission, notify us at once by calling the telephone number shown on the billing statement or the number obtained by calling toll-free or local Directory Assistance. We may require you to provide certain information in writing to help us find out what happened. Don't use the card or the Citibank checks after we've been notified, even if they are found or returned. You may be liable for unauthorized use of the card, but not for more than \$50. You won't be liable for unauthorized purchases or cash advances made after we've been notified of the loss or the theft; however, you must identify for us the charges on the billing statement that were not made by you, or someone authorized by you, and from which you received no benefit.

### **Default:**

You 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 without permission, 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 Citibank Card Agreement. If you default, we may close your account and demand immediate payment of the full balance. If you have given us a security interest in a certificate of deposit or a savings account, we may use the deposit amount to pay any amount you owe.

### **Preauthorized Charges:**

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

### **Collection Costs:**

If we refer collection of your account to a lawyer, who is not our salaried employee, you will have to pay our attorney's fee plus court costs or any other fees, to the extent permitted by law. If we sue to collect and you win, we will pay your reasonable legal fees and court costs.

### **Customer Privacy:**

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

We will always maintain control over the confidentiality of your information. We will, however, facilitate relevant marketing and promotional offers from reputable companies that meet your needs. These companies are not permitted to retain any of your information unless you have specifically expressed interest in their products or services. If you do not want to receive these offers, write or call us at the address or telephone number listed on the billing statement. Be sure to include your name, address, and account number. We will remind you at least once each year of your right to be excluded from these offers.

We may report your performance under this Agreement to credit reporting agencies, including your failure to make minimum payments on time. If you request additional cards on your account for others, you understand that we may report account information in your name as well as in the names of those other people. We may also obtain follow-up credit reports on you (for example, when we review your account for a credit line increase). If you wish to know the names of the agencies we have contacted, write us at the address listed on the billing statement. We will try to notify you by telephone or by mail of any legal process served on us in order to give you an opportunity to object to it, unless the law prohibits the notice.

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

### **Sharing Customer Information Among Citibank Affiliates:**

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

Citibank affiliates are permitted by law to share any information without their

transactions or experiences with you. Other information you provide to us or that we obtain from third parties (for example, credit bureaus) will not be shared if you notify us that you do not want such information shared among Citibank affiliates.

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

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

### **Telephone Monitoring and Recording:**

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

### **Correcting Your Credit Report:**

If you think we reported erroneous information to a credit reporting agency, write us at the address listed on the billing statement. We will promptly investigate the matter and if our investigation shows you are right, we will contact each credit reporting agency to whom we reported and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone and instruct you how to submit a statement of your position to those agencies. Your statement will become a part of your credit record with them.

### **Closing Your Account:**

You may close your account at any time by notifying us in writing. However, you remain responsible to pay the balance according to the terms of this Agreement. We may close your account or suspend your account privileges at any time without prior notice. We may also reissue a different card or account number at any time. You must return the card to us upon request.

### **Refusal of the Card:**

We are not responsible if a purchase or cash advance on your account is not approved, either by us or by a third party, even if you have sufficient credit available. We may limit the number of purchases or cash advances which may be approved in one day. If we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify the activity. We may approve purchases or cash advances which cause the balance to exceed your credit line without waiving any of our rights under this Agreement.

### **Changing this Agreement:**

We can change this Agreement, including all fees and the annual percentage rate, at any time. However, if the change will cause a fee, rate or minimum payment to increase, we will mail you written notice at least 15 days before the beginning of the billing period in which the change becomes effective. If you do not agree to the change, you must notify us in writing within 25 days after the effective date of the change and pay us the balance, either at once

or under the terms of the unchanged Agreement. Otherwise, the change in the notice is binding on you. Unless we notify you otherwise, use of the card after the effective date of the change shall be deemed acceptance of the new terms, even if the 25 days have not expired.

### Enforcing this Agreement:

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

### Assignment:

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

### Applicable Law:

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

### For Further Information:

Call us at the telephone number shown on the front of the billing statement. You can also call toll-free or local Directory Assistance to get our telephone number.

  
Thomas W. Jones

President & CEO  
Citibank (South Dakota), N.A.  
P.O. Box 6000  
Sioux Falls, SD 57117

©1999 Citibank (South Dakota), N.A.

### What To Do If There's An Error In Your Bill.

#### Your Billing Rights. Keep This Notice For Future Use.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### Notify Us In Case of Errors or Questions About Your Bill.

If you think your billing statement is wrong, or if you need more information about a transaction on your billing statement, write to us (on a separate sheet) at the address shown on the front of your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first billing statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

■ Please sign your letter.

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

### Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe your billing statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report your account as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your balance that are not in question.

If we find that we made a mistake on your billing statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name and address of anyone to whom we reported your account information. We must tell anyone we report you to that the matter has been settled between us when it is finally settled.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your billing statement was correct.

#### Special Rule for Credit Card Purchases.

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current address; and
- The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

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

REMIT CORPORATION, :  
Plaintiff :  
: :  
vs. : CIVIL-LAW  
: :  
VALORIE D. ERICKSON, : DOCKET NO. 04-1839-CD  
Defendant :  
:

**CERTIFICATE OF SERVICE**

I, Laurinda J. Voelcker, Esquire, do hereby certify that on 11-29-04 I  
served a true and correct copy of the Complaint upon the following individual by U.S. mail, first  
class, post pre-paid, to the attorney for the Defendant and Claimant:

Valorie D. Erickson  
RD Box 702 A  
Morrisdale, PA 16858



Laurinda Voelcker  
Laurinda Voelcker, Esquire  
Attorney I.D. No.: 82706  
Attorney for Plaintiff  
Remit Corporation  
36 West Main Street  
Bloomsburg, PA 17815  
570-387-6470

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-03**

DJ Name: Hon.

**MICHAEL A. RUDELLA**  
Address: **131 ROLLING STONE ROAD**  
**P.O. BOX 210**  
**KYLERTOWN, PA**  
Telephone: **(814) 345-6789**

**16847-0444**

**MICHAEL A. RUDELLA**  
**131 ROLLING STONE ROAD**  
**P.O. BOX 210**  
**KYLERTOWN, PA 16847-0444**

**THIS IS TO NOTIFY YOU THAT:**

Judgment:

FOR PLAINTIFF

Judgment was entered for: (Name) REMIT CORPORATION, William A. Shaw  
Prothonotary/Clerk of Courts

Judgment was entered against: (Name) ERICKSON, VALORIE D.

in the amount of \$ 2,185.88 on: (Date of Judgment) 10/25/04

Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

Damages will be assessed on: \_\_\_\_\_

This case dismissed without prejudice. \_\_\_\_\_

Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ \_\_\_\_\_

Portion of Judgment for physical damages arising out of residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <u>2,099.88</u>
Judgment Costs	\$ <u>86.00</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
<b>Total</b>	\$ <u>2,185.88</u>
Post Judgment Credits	\$ <u>—</u>
Post Judgment Costs	\$ <u>—</u>
<b>Certified Judgment Total</b> \$ <u>2185.88</u>	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

1025-04 Date M A Rudella, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

11-29-04 Date M A Rudella, District Justice

My commission expires first Monday of January, 2006 .

SEAL

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

REMIT CORPORATION,  
Plaintiff

vs.

VALORIE D. ERICKSON,  
Defendant

CIVIL-LAW

DOCKET NO. 04-1839-CD

FILED  
6K m 3:39 PM, CCA  
JAN 10 2005 Notice to  
Def.  
William A. Shaw  
Prothonotary/Clerk of Courts  
2CCs Statem  
to Piff

**NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

TO: Valorie D. Erickson  
RD 1 Box 702A  
Morrisdale PA 16858

DATE OF NOTICE: December 21, 2004

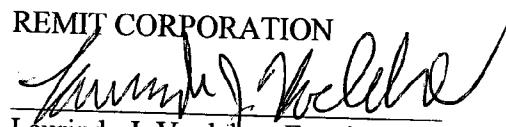
**IMPORTANT NOTICE**

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

Pennsylvania Lawyer Referral Service  
100 South Street, P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375  
717-238-6807

Court Administrator  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
814-765-2641 ext. 50-51

REMIT CORPORATION

  
Laurinda J. Voelcker, Esquire  
Remit Corporation  
PO Box 7  
Bloomsburg, PA 17815  
570-387-6470

Mailed to:  
Valorie D. Erickson  
RD 1 Box 702A  
Morrisdale PA 16858

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

REMIT CORPORATION, :  
Plaintiff :  
: :  
vs. : CIVIL-LAW  
: :  
VALORIE D. ERICKSON, : DOCKET NO. 04-1839-CD  
Defendant :  
:

**PRAECIPE FOR JUDGMENT AND ASSESSMENT OF DAMAGES**

**TO THE PROTHONOTARY:**

Kindly enter judgment against Defendant in the above captioned matter as follows:

Real debt	\$3,028.60
Default judgment	\$20.00
Interest from Nov. 30, 2004	\$15.14
Total:	<hr/> \$3,063.74

Kindly assess damages against Defendant in the sum of \$3,063.74 plus continuing interest at the statutory rate of 6%.

BY:

  
Laurinda J. Voelcker, Esquire  
Attorney for Plaintiff

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

REMIT CORPORATION, :  
Plaintiff :  
vs. : CIVIL-LAW  
VALORIE D. ERICKSON, : DOCKET NO. 04-1839-CD  
Defendant :  
:

**AFFIDAVIT OF TEN (10) DAY NOTICE**

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF COLUMBIA:

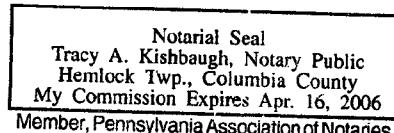
I, LAURINDA J. VOELCKER, ESQUIRE, being duly sworn according to law, depose and say that I served a copy of the Ten (10) Day Notice by regular mail to Defendant on December 21, 2004.

BY:   
Laurinda J. Voelcker, Esquire  
Attorney for Plaintiff

Sworn to and Subscribed Before me

This 3 day of January 2005

Tracy A. Kishbaugh  
Notary Public



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

REMIT CORPORATION, :  
Plaintiff :  
: :  
vs. : CIVIL-LAW  
: :  
VALORIE D. ERICKSON, : DOCKET NO. 04-1839-CD  
Defendant :  
:

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TO: Valorie D. Erickson  
RD 1 Box 702A  
Morrisdale, PA 16858

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

Judgment by Default  
 Money Judgment  
 Judgment in Replevin  
 Judgment of Possession  
 Judgment on Award on Arbitration  
 Judgment on Verdict  
 Judgment on Court findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

ATTORNEY: LAURINDA J. VOELCKER, ESQUIRE

AT THIS TELEPHONE NUMBER: 570-387-1011 or 877-736-4848

NOTICE OF JUDGMENT

*COPY*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Remit Corporation

Vs.

No. 2004-01839-CD

Valorie D. Erickson

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered  
against you in the amount of \$3,063.74 on January 10, 2005.

William A. Shaw  
Prothonotary

---

William A. Shaw

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

*Copy*

Remit Corporation  
Plaintiff(s)

No.: 2004-01839-CD

Real Debt: \$3,063.74

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Valorie D. Erickson  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 10, 2005

Expires: January 10, 2010

Certified from the record this 10th day of January, 2005.

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William A. Shaw, Prothonotary

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SIGN BELOW FOR SATISFACTION

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

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Plaintiff/Attorney