

05-127-CD
C.wealth Financial vs. Ford III

's. DANNY FORD, III

Com. Financial Systems et al v. NCOP et al
2005-127-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS,
INC., assignee of NCOP CAPITAL, INC.,
assignee of CITIBANK

NO. 05-127-4
IN CIVIL ACTION

Plaintiff(s)

-vs-

DANNY FORD, III

Defendant(s)

COMPLAINT

CODE-
FILED ON BEHALF OF
PLAINTIFF

**COUNSEL OF RECORD
FOR THIS PARTY:**

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

FILED
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JAN 27 2005

William A. Shaw
Prothonotary

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

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NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

COMPLAINT

1. Plaintiff is a corporation having offices at 120 North Keyser Avenue, Scranton, PA 18504, and as the assignee of NCOP Capital, Inc., assignee of Citibank, stands in its assignor's stead, and all are hereinafter referred to interchangeably as "Plaintiff".
2. At a specific instance the Assignor sold, assigned and transferred to Plaintiff all of Assignor's right, title and interest in, and to the agreement between Assignor and Defendant. Assignor had the right to assign the agreement. A copy of the assignment is attached hereto as Exhibit "A".
3. All conditions precedent to Assignor's right to be paid under the terms of the contract have occurred.
4. Defendant is an individual whose address is 501 Sarah Street, Osceola Mills, Clearfield County, Pennsylvania 16666.
5. At a specific instance and request of the Defendant, the Defendant applied for and was granted a credit card by Plaintiff at the terms and conditions agreed upon by the parties, as is more specifically shown by the Agreement, a true and correct copy of which is attached hereto, marked Exhibit "B" and made a part hereof.
6. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by using credit card to make purchases and/or cash advances.
7. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.

8. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
9. Plaintiff avers that the balance due amounts to \$19,422.80, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "C" and made a part hereof.
10. Plaintiff avers that the interest has accrued at the rate of 24.99% per annum on the balance due from June 19, 2002.
11. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing, which Plaintiff avers will amount to 25% of the balance due.
12. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

WHEREFORE, Plaintiff demands Judgment against Defendant in the amount of \$19,422.80, with appropriate additional interest from June 19, 2002, plus attorneys fees and costs.

APPLE AND APPLE, P.C.

By:



J. R. Apple
Attorneys for Plaintiff(s)

EXHIBIT 2

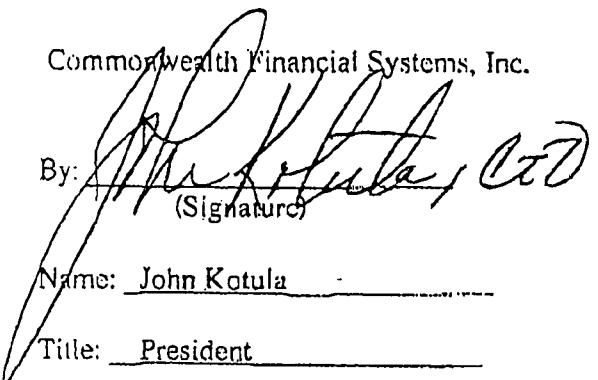
BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of April 16, 2004 between NCOP Capital, Inc., located at 3763 Howard Hughes Parkway, Suite 170, Las Vegas, NV 89109 ("Seller") and Commonwealth Financial Systems, Inc., a Pennsylvania corporation, located at 120 North Keyser Avenue, Scranton, PA 18504 ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated April 16, 2004, between Buyer and the Seller (the "Agreement"), the Seller does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts described in Section 1.2 of the Agreement.

This Bill of Sale, Assignment and Assumption Agreement is executed without recourse and without representations or warranties including, without limitation, warranties as to collectibility except for those contained in the Purchase and Sale Agreement.

Commonwealth Financial Systems, Inc.

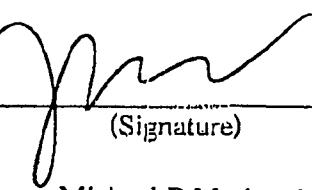
By: 

(Signature)

Name: John Kotula

Title: President

NCOP VI, Inc.

By: 

(Signature)

Name: Michael B. Meringolo

Title: Senior Vice President

EXHIBIT D

AFFIDAVIT

State of PENNSYLVANIA

County of CLEARFIELD

Name: Danny Ford II

Account No: 5424180476420200

Social Security No: 211-42-8756

Michael Chiodo, being sworn, deposes and says that the affiant making this affidavit is an employee of NCO Portfolio Management, Inc; it's Subsidiaries and Affiliates, (the "Company"), which is located at 507 Prudential Road, Horsham, PA 19044. The affiant is authorized to make the statements and representations herein. The Company's business records show that as of April 1, 2004, there was due and payable from Account # 5424180476420200 the amount of \$12,251.18. The Company's business records show that this Account was opened on 11/1/1996. The affiant states that to the best of affiant's knowledge, information and belief there are no uncredited payments against the said debt.

Dated this 17th day of June, 2004

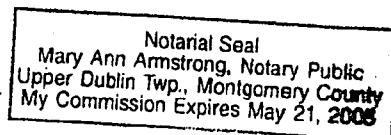
NCO Portfolio Management, Inc;
its Subsidiaries and Affiliates

By: Michael Chiodo

Printed Name: Michael Chiodo

Subscribed to and sworn to before me this 17th day of June, 2004.

Mary Ann Armstrong



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 receive 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 B

DEFINITION:

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 uncontrollable 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 0.05150%. The daily periodic rate is 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.

UNIFORM PROMOTIONAL RATE:

Unless otherwise provided in this Agreement, on all balances, to a balance 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 of seniority, 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 purchases and cash advances balances will remain subject to the higher rate until they are paid in full.

Any increase or decrease in a variable annual percentage rate, rates, effect on the first day of the billing period directly following the month in which we calculate the rate. The annual percentage rate for credit 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 periodic rate 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 promote specific transactions, such as transferring balances from accounts you have with other credit card issuers. Any promotional rate other 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 finance charge 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 outstanding balance to avoid imposition of finance charges on purchases. In certain cases, the 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 will not so indicate.

We will calculate finance charges as follows:

F1 We figure a portion of the finance charge on "your account by withdrawing the daily balance on purchases (which includes balances you have 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.

F2 For finance charge calculation purposes, the billing period begins on the day after the statement date and date of the previous day's balance or subsequent purchases or credits, and make other adjustments (unless specifically directed to use it), we add a new purchase to the purchase balance on the closing date of the current billing period.

F3 To calculate the daily balances, we take the beginning balance for purchases and the beginning balance for cash advances each day, and any new transaction, and fees and any finance charge on the previous day's balance or subsequent purchases or credits, and make other adjustments (unless specifically directed to use it), we add a new purchase to the purchase balance on the closing date of the current billing period.

for no note or one paragraph, and a new catch advance to the last advance balance on the date of the advance. A credit balance is treated as a balance of zero.

31. 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 rate, the results will be the finance charges assessed on purchases or cash advances, except for minor variations caused by rounding.

32. 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 promotional rate offers), we will separately calculate the balance subject to a 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 casino chip, or similar item or engage in another similar transaction. For each cash advance, we add an additional **EWALTE CHARFE** of 3.4% of the advance, but not less than \$5. This 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:

Finance charges based on periodic rates are being added to your account. If the total of such finance charges for purchases and cash advances is less than \$5.00, 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 designated 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 Account(s):

2 folder containing the card indicates if your account is a secured account. If 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

Transactions Made in Foreign Countries

transaction is made in a foreign currency, we and Visa International or American Express 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 provide that in currency conversion, the transaction will be converted at the rate of exchange in effect at the time the transaction is made.

(1) a WholeSale market rate of (2) a government mandated rate both of which may differ from the processing date. Visa increases this conversion rate to an undifferentiated international remittance rate and MasterCard increases the conversion rate by one percent. Both Visa and MasterCard keep this increase as a fee.

Minimum Amounts

Each month you must pay a minimum amount (that is, the total of all bills, less the first £50 if any previous month that is past due plus any amount in case of a change of your credit line). The second is the greater of the amount of £500 and charges on one of the following:

- 1. The new balance on the billing statement if it is less than £500 and £520 if the new balance is at least £500 and not greater than £600; or
- 2. If the new balance exceeds £600, 14% of the then balance (rounded off to the nearest dollar).

you must pay at least the minimum amount by the payment due date. You may pay 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 carried over from other credit card issuers, before we apply such payment, to any 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.

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to not send cash payments. We can accept late or partial payment in cash as payments that reflect "paid in full" or other methods to be determined by us. Upon termination of this Agreement, there may be a due date up to five days in crediting a payment if it is received at an address other than the address provided on the billing statement. We agree to pay to you .5 dollars drawn on funds on deposit in the United States, in your name, a credit, simulacrum, or electronic debit that will be processed and maintained by your bank. We reserve the right to accept payment, and, in our opinion, currency. If we do, we will send the currency conversion code in our discretion.

Over-the-Credit-Line Fee: We will add a \$29 fee to the purchase balance for each bidding period that the new balance exceeds your credit line.

make the minimum payment by the due date even if a \$59 fee to be charged a late fee with higher interest rates.

Automatic Payment Fee:
We will add a \$20 fee to the monthly statement when a payment is made on an instrument is not honored, when a most recent facsimile cannot be processed, or when an automatic debit is returned unpaid. At our option and if it is honored, we will deduct the amount of the fee from the payment.

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 \$25 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 \$25 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 printed by calling 1-800-555-1212 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, cash out a check or similar instrument that is not honored or that we must return because it cannot be cashed, or 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 that 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, 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.

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 3120, South Hackensack, NJ 07606. We ask that you mail your instruction in a stamped envelope that does not include any other correspondence. If you have already told us that you do not want such other information shared, it was effective immediately. You do not need to notify us again.

If you are also a customer of other Citibank companies (such as, Commercial Credit, Hawkers, Property Casualty, Travelers, Life & Annuity, Sationon South, Bankey and Prudential Financial Services), and you indicate 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 instead you have 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 for charges at any time without prior notice. We may also issue 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 of cash advances, even if 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 amount of minimum payment, at any time. However, if the change will cause a fee, late or minimum payment to increase, we will mail you written notice of how it changes 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 30 days after the effective date of the change and pay us the balance, either at once

or under the terms of the unexecuted 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 of 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.

J. H. Jones, President
Thomas W. Jones
President & CEO
⑤ 999 Gilbank (South Dakota), N.A.
P.O. Box 6000
Sioux Falls, SD 57117

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 send 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.
- Describing 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 Notice.

We must acknowledge your letter within 30 days, unless we have contacted you 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 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 your delinquent account. 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 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.

00-10170-10
P.O. Box 6000

AFFIDAVIT

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

1-11-05

Date:

Patricia A Cobb
PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 102727

CFSI File No. 1333684
Danny End III

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100176
NO: 05-127-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC. assignee of NCOP CAPITAL, INC., assignee of
CITIBANK
vs.
DEFENDANT: DANNY FORD, III

SHERIFF RETURN

NOW, February 02, 2005 AT 11:02 AM SERVED THE WITHIN COMPLAINT ON DANNY FORD, III DEFENDANT
AT 501 SARAH ST., OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DANNY FORD
III, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE
CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED
01/14/2005
MAR 08 2005

Attn: Sheriff
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APPLE	4761	10.00
SHERIFF HAWKINS	APPLE	4760	34.20

Sworn to Before Me This

____ Day of _____ 2005

So Answers,


Chester A. Hawkins
Sheriff

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

**Commonwealth Financial Systems, Inc.,
assignee of NCOP Capital, Inc., assignee
of Citibank**

**NO. 2005-127-CD
IN CIVIL ACTION**

Danny Ford, III

-vs- *Plaintiff(s)*

Defendant(s)

**PRAECIPE FOR DEFAULT
JUDGMENT
CODE-
FILED ON BEHALF OF
PLAINTIFF**

**COUNSEL OF RECORD
FOR THIS PARTY:**

*James R. Apple, Esq.
PA I.D. No 37942*

*Charles F. Bennett, Esq.
PA I.D. No 30541*

*Joel Hausman, Esq.
PA I.D. No. 42096*

APPLE AND APPLE, P.C.
Firm No. 719
4650 Baum Boulevard
Pittsburgh, PA 15213-1237
Telephone (412) 682-1466

GW
FILED *ICC Notice*
m/3:04/04 to Def.
APR 07 2005

Statement to Atty
William A. Shaw
Prothonotary/Clerk of Courts
Atty pd 20-00

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

**Commonwealth Financial Systems, Inc.,
assignee of NCOP Capital, Inc., assignee
of Citibank**

**NO. 2005-127-CD
IN CIVIL ACTION**

-vs- *Plaintiff(s)*

Danny Ford, III

Defendant(s)

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the above- named Defendant(s) in Default of an Answer, in the amount of \$37,682.84, computed as follows:

Amount named in Complaint	\$19,422.80
Interest from June 19, 2002 to March 24, 2005 on \$19,422.80	\$13,404.34
Less payment of:	-\$
Attorney fees	\$4,855.70
TOTAL	\$37,682.84

I certify that Notice of the intention to enter this Judgment was given pursuant to Pa. R.C.P. 237.1. A copy of said Notice is attached, and was mailed on March 21, 2005 by regular mail, postage prepaid and, addressed as follows:

Defendant: Danny Ford, III
 501 Sarah Street
 Osceola Mills PA 16666

Dated: 4/4/05

APPLE AND APPLE, P.C.
By: 
Attorneys for the Plaintiff(s)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS,
INC., assignee of NCOP CAPITAL, INC.,
assignee of CITIBANK

NO. 2005-127-CD
IN CIVIL ACTION

Plaintiff(s)

-vs-

DANNY FORD, III

Defendant(s)

Danny Ford, III
501 Sarah Street
Osceola Mills, PA 16666

Date of Notice: March 21, 2005

IMPORTANT NOTICE

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

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



By: _____

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

ST. ANTHONY
PROTESTANT
CHURCH

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

Commonwealth Financial Systems, Inc.

NCOP Capital, Inc.

Citibank

Plaintiff(s)

No.: 2005-00127-CD

Real Debt: \$37,682.84

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Danny Ford III

Entry: \$20.00

Defendant(s)

Instrument: Default Judgment

Date of Entry: April 7, 2005

Expires: April 7, 2010

Certified from the record this 7th day of April, 2005.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

**Commonwealth Financial Systems, Inc.,
assignee of NCOP Capital, Inc., assignee
of Citibank**

**NO. 2005-127-CD
IN CIVIL ACTION**

-vs- *Plaintiff(s)*

Danny Ford, III

Defendant(s)

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff Defendant Garnishee

You are hereby notified that the following Order or Judgment was entered against you on April 7, 2005.

Assumpsit Judgment in the amount of \$37,682.84, plus costs.

Trespass Judgment in the amount of \$_____.

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

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

Entry of Judgment

Court Order

Non-Pros

Confession

Default

Verdict

Arbitration Award

Other

Danny Ford, III
501 Sarah Street
Osceola Mills, PA 16666

PROTHONOTARY

By: _____
Prothonotary(or Deputy)