2005-1037-CD
Com. Financial v. Theresa Erskine

05-1037-CD
Commonwealth Fin. vs. Erskine

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

COMMONWEALTH FINANCIAL SYSTEMS, INC., assignee of UNIFUND CCR PARTNERS, assignee of CITIBANK	**NO.** 05-1037-CD **IN CIVIL ACTION**

Plaintiff(s)

-vs-

THERESA D. ERSKINE

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
m/14:00 BL
JUL 18 2005
1cc Shff
Atty pd.85.00
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

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

NO.
IN CIVIL ACTION

Plaintiff(s)

-vs-

THERESA D. ERSKINE

Defendant(s)

NOTICE TO DEFEND

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

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

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

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

COMPLAINT

1. Plaintiff is a corporation having offices at 120 North Keyser Avenue, Scranton, PA 18504, and as the assignee of Unifund CCR Partners, assignee of Citibank, stands in its assignor's stead, and all are hereinafter referred to interchangeably as "Plaintiff".

2. Defendant is an individual whose address is 323 Deer Creek Road, Morrisdale, Clearfield County, Pennsylvania 16858.

3. 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 "A" and made a part hereof.

4. 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.

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

6. 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.

7. Plaintiff avers that the balance due amounts to $3,129.66, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "B" and made a part hereof.

8. Plaintiff avers that the interest has accrued at the rate of 5.00% per annum on the balance due from November 23, 2004.

9. 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.

10. 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 $3,129.66, with appropriate additional interest from November 23, 2004, plus attorneys fees and costs.

APPLE AND APPLE, P.C.

By: ______________________

Attorneys for Plaintiff(s)

of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

- **Survival and Severability of Terms:** This arbitration provision shall survive: (i) termination or changes in the Agreement, the Account, or the relationship between you and us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

ELECTRONIC DELIVERY OF INFORMATION. If you opened or used your Account by means of the RadioShack Internet site, you agree that the following information may be transmitted to you electronically if such information becomes available in an electronic format: change of terms and other required notices, billing statements for your Account and any other information we are required to provide to you with respect to your Account. If you did not open or use your Account by means of the RadioShack Internet site, you may notify us of your agreement to receive the above referenced information via electronic means, provided such becomes available.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of South Dakota and applicable federal law.

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

YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE

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

Notify Us In Case of Errors or Questions About Your Bill.
If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address shown on your billing statement across from "Send Notice of Billing Errors to:" as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

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

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

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

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

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

Special Rule for Credit Card Purchases.
If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:
(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
(b) The purchase price must have been more than $50.
These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

CITIBANK CARD AGREEMENT
FOR THE RADIOSHACK CREDIT CARD PROGRAM

We have written this Revolving Credit Agreement ("Agreement" in simple and easy to read language because we want you t understand its terms. Please read this Agreement carefully. I this Agreement: "you", "your" and "yours" mean the borrower "we" and "us," and "our" refer to Citibank USA, N.A.; "Account means the revolving credit Account governed by this Agreemen "Card" means the RadioShack credit card issued to you that ca be used to make purchases from RadioShack and other authorize RadioShack locations.
This Agreement between you and us outlines the terms governin your Account. You agree to comply with and be bound by th terms of this Agreement when you use your Account. If this is joint Account, each of you is fully responsible and separatel liable for the entire Account balance.

PURCHASES. You may use your Card to make purchases fror RadioShack and at authorized RadioShack locations under thi Agreement. We reserve the right to revoke or limit the usage o your Card.

CASH ADVANCES. We will notify you separately if your Accoun has a cash advance feature. If your Account has a cash advanc feature we may, at our option, provide you with a supply c convenience checks and you may borrow under this Agreemen by writing convenience checks for amounts and purpose consistent with this Agreement. We may also issue a cas advance check upon request and we may provide ATM access i the future. Use of any convenience check, receipt of a cas advance check, or an ATM cash advance will be considered a cas advance for purposes of this Agreement. You agree that you wi not take a cash advance: (1) if your Account is in default or close (2) if the cash advance would cause the amount you owe on you Account to exceed your cash limit; or (3) if the convenience chec is for a payment on your Account. If you do, we may elect not t honor the convenience check. If your Account does not have cash advance feature, the terms of this Agreement relating t cash advances will not apply to your Account.

PROMISE TO PAY. You promise to pay us all of the amount borrowed (including amounts borrowed by any person you hav authorized to use your Account) plus any finance charge, fees adjustments or other charges which may be due according to th terms of this Agreement. We can accept late payments, partia payments or checks and money orders marked with words o condition or limitation, such as "payment in full", without losin any of our rights under this Agreement.

CREDIT LIMIT. You will be informed of your credit limit by separate notice. It is the maximum amount you can borrow unde the terms of this Agreement. You agree not to exceed or attemp to exceed your credit limit. Your available credit will not b increased by any credit balance in your Account. If your Accoun has a cash advance feature you will be informed of a separat cash limit for cash advances in a separate notice. Your cash limi for cash advances will be smaller than your credit limit. Eithe limit may be increased or decreased by us at any time. An changes in your limits will be shown on your billing statement

SPECIAL PROMOTIONS. In addition to regular purchases tha accrue finance charges and require monthly payments as describe in this Agreement, special promotions may be offered from tim to time. With respect to such special promotions, we may elec to waive in whole or in part any of the terms of this Agreement including without limitation, our right to finance charges an monthly payments. Any such waiver is strictly limited by its term

Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

- **Whose Claims are subject to arbitration?** Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized user of your Account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.

- **What time frame applies to Claims subject to arbitration?** Claims arising in the past, present, or future, including Claims arising before the opening of your Account, are subject to arbitration.

- **Broadest Interpretation.** Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").

- **What about Claims filed in Small Claims Court?** Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

How Arbitration Works:

- **How does a party initiate arbitration?** If you initiate the arbitration, you must also notify us in writing to the Arbitration officer at P.O. Box 9726, Gray, TN 37615. Once an arbitration has been filed, the responding party shall have 30 days from the date it receives notice of the arbitration request to submit its response. The party filing an arbitration must choose one of the following three arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association, JAMS, and National Arbitration Forum. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association • Web Site: www.adr.org
335 Madison Avenue, Floor 10
New York, NY 10017-4605

JAMS • Web Site: www.jamsadr.com
1920 Main Street, Suite 300
Irvine, CA 92610

National Arbitration Forum • Web Site: www.arbitration-forum.com
P.O. Box 50191
Minneapolis, MN 55405

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

- **What procedures and law are applicable in arbitration?** A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

- **Who pays?** Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

- **Who can be a party?** Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single Account and/or related accounts, or corporate affiliates are here considered as one person.

- **When is an arbitration award final?** The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote and the terms and conditions of the special promotion to which it relates. The special promotion applicable to your purchase, if any, will be specified to you at the time of purchase. The special promotions that may be offered include:

A. No Interest/No Monthly Payment Required. No finance charges will be imposed on your purchase if you pay the amount of the purchase in full within the promotional period. Monthly payments on your purchase are not required during this promotional period.

B. No Interest/Monthly Payment Required. No finance charges will be imposed on your purchase if you pay the amount of the purchase in full within the promotional period. Monthly payments on your purchase are required during this promotional period.

C. No Interest/Equal Monthly Payments Required. No finance charges will be imposed on your purchase if you pay the amount of the purchase in full within the promotional period. Equal monthly payments on your purchase are required during this promotional period.

D. Deferred Payment. No monthly payments on your purchase are required during the deferred payment promotional period. Finance charges will be imposed on your purchase from the date of purchase.

E. Interest Waived/No Monthly Payment Required. No monthly payments on your purchase are required during the deferred payment promotional period. Finance charges will not be imposed on your purchase during this promotional period.

If any purchase made pursuant to one of the promotions specified in A, B or C above is not paid in full prior to the expiration of the promotional period, finance charges on the purchase will be imposed from the date of purchase until the purchase is paid in full.

As each special promotion expires, the included special promotion purchases shall become subject to the standard terms set forth in this Agreement. If you become in default under this Agreement, our waiver with respect to all your special promotion purchases shall be revoked and all such special promotion purchases shall become subject to the standard terms set forth in this Agreement.

PAYMENT PLANS. Regular purchases and special promotion purchases will be separately identified in your monthly billing statements by plan designations which categorize purchases by type or terms of repayment. Your monthly billing statements will include a brief explanation of these plans.

MONTHLY PAYMENT OPTIONS. You may at any time pay the entire New Balance shown on your billing statement, but each month you must pay at least the Minimum Payment Due for your Account. All payments must be mailed or delivered to us at the address shown on your billing statement or by using the envelope enclosed with your billing statement. Payments received after 2:00 p.m. on any banking day will be posted to your Account on the next banking day. We will apply payments and other credits to balances subject to lower Annual Percentage Rates prior to balances subject to higher Annual Percentage Rates.

MINIMUM PAYMENT. We will send you a monthly statement on a billing date we select. Purchases, cash advances, adjustments and payments made since the last billing date will be shown on this statement. You will pay us the full balance owed or, if you wish, at least the Minimum Payment Due, by the Payment Due Date shown on the monthly billing statement.

The Minimum Payment Due on your Account each month will be the greater of $10.00 or 2.4000% of the New Balance rounded to the next higher whole dollar amount shown on your statement (less any Special Credit Plan balance which has no monthly payment) plus amounts advanced for credit insurance premiums. If the Prime Rate as described in the finance charge section below, exceeds 10.000%, the Minimum Payment Due on your Account each month will be the greater of $10.00 or 2.5000% of the New Balance rounded to the next higher whole dollar amount shown on your statement (less any Special Credit Plan balance which has no monthly payment) plus amounts advanced for credit insurance premiums. In addition to these amounts, the Minimum Payment Due will include any past due amount you owe. We may include an additional minimum payment for Special Credit Plan offers. We will tell you if this is so in the offer.

FINANCE CHARGE. Purchases: You can avoid paying finance charges on any purchase you make on your Account if: you paid the entire balance of your Account on the previous month's billing statement by the Payment Due Date; and if you pay the entire balance shown on your Account by the Payment Due Date shown on the current billing statement.

CURRENT BILLING PERIOD. You will pay a Daily Periodic Rate on the Daily Balance for purchases and the Daily Balance for cash advances on your Account each day for the current billing period. The total periodic finance charge for each billing period is the sum of the Daily Periodic Rate charges on the Daily Balance for purchases and on the Daily Balance for cash advances for each day in the billing period. The Daily Periodic Rate used in determining the periodic finance charge will be a variable rate, which may change monthly. The Daily Periodic Rate during each billing period will be 1/365th of the sum of an Index plus a Margin. The Index will be the highest U.S. Prime Rate (rounded to the next higher tenth of a percent) published in the "Money Rates" section of *The Wall Street Journal* within the 90 calendar days prior to, but not including, the first day of each billing period. The Margin for purchases will be 14.35% and will be added to the Index, but such purchase rate will never be lower than 23.85%. The purchase rate on your Account as of June 3, 2003, will be a Daily Periodic Rate of .06534% (23.85% **ANNUAL PERCENTAGE RATE**). An increase in the Prime Rate may increase the applicable Daily Periodic Rate, which may increase the Minimum Payment Due on your Account. However, if you pay the full amount of the New Balance each month by the Payment Due Date, no finance charge will be charged on purchases. For any cash advance obtained through an ATM or by means of a convenience check, or for any other transaction that we consider a cash advance under this Agreement, you will pay as a **FINANCE CHARGE** a transaction fee equal to the greater of $5.00 or 3% of the amount of the cash advance. The Margin for cash advances will be 18.35% and will be added to the Index, but such cash advance rate will never be lower than 27.85%. The cash advance rate on your Account, as of June 3, 2003, will be a Daily Periodic Rate of .07630% (27.85% **ANNUAL PERCENTAGE RATE**). You will pay a minimum periodic **FINANCE CHARGE** of $.50 for each billing period during which any finance charge accrues on your Account as a result of application of the Daily Periodic Rate. The Daily Periodic Rates stated herein will also be charged after any default under the terms of this Agreement. Your Account will have a different periodic rate of finance charge if it becomes 30 days or more past due, or is permanently closed because of default. In each event, the Margin for purchases will increase to 18.35% and will be added to the Index, but such default rate will never be lower than 27.85%. The default rate on your Account, as of June 3, 2003, will be a Daily Periodic Rate of .07630% (27.85% **ANNUAL PERCENTAGE RATE**). If you pay the full amount of your Minimum Payment Due on time for twelve consecutive months (making payments in excess of the Minimum Payment Due will not shorten this period) or you pay off the entire balance, the Margin for purchases will be returned to 14.35%. Currently, the purchase, cash advance and default rate annual percer rates disclosed above may only increase based on our var- rate calculation.

DAILY BALANCES. To get the Daily Balance for purcl and cash advances for each day, we take the beginning bai for purchases and cash advances on your Account each including any accrued but unpaid finance charges and other add any new purchases to the Daily Balance for purchases. cash advances to the Daily Balance for cash advances, and adjustments, and subtract any payments, credits and c adjustments. Daily periodic finance charges will be round the nearest cent. Purchases and cash advances are post your Account as of the day the transaction occurs unles receive the record of the transaction after the close of the b period in which it occurs, then it will be posted to your Acc on the first day of the next billing period. However, if you the New Balance shown on your previous billing stateme full on or before the Payment Due Date shown on that b statement, purchases will not be included in the Daily Bal for purchases.

PREVIOUS BILLING PERIOD. You will pay a Daily Periodic on the Daily Balances for purchases posted to your Account i previous billing period unless finance charges were alr imposed on those purchases or you paid your entire balan the Payment Due Date. To get the Daily Balance for t purchases we use the same method that we use for the cu billing period.

COLLECTION. You will be in default if you fail to make payment when due, exceed the limits on your Account, defau any obligation owed to another creditor, file a petitic bankruptcy or insolvency proceedings, die, do not comply any of the terms governing your Account, or if for any reaso reasonably feel insecure about your Account. If you defaul may, at our option declare all amounts you owe to be immedi due and payable. Also, we may revoke the privileges attac to any or all Card(s), cancel the Card(s) and terminate Agreement as to future purchases and cash advances. If default, we, at our option, may refuse to pay any of convenience checks that are presented to us. If we decide to h such checks, you will owe us the amount of such checks unde terms of this Agreement. If, after default, we refer your Acc for collection to a collection agency or to an attorney who i our salaried employee, you agree that, when and as permitt applicable law, we may charge and collect from you our colle costs, including without limitation, arbitration costs, court c and reasonable attorneys' fees.

CANCELLATION. You may cancel your Account at any tir writing P.O. Box 9713, Gray, TN 37615. We may cancel Account and revoke your credit privileges at any time. If Account is canceled, you will remain liable for all amounts you owe us, including any amounts that had not been billed to Account at the time of cancellation. Upon cancellation you no longer be able to use your Account or convenience checks you promise to return your Card(s) to us.

CHANGE OF TERMS. We may change the terms of this Agreei from time to time by sending you a written notice as require applicable law. We may apply any such change to the outstan balance of your Account on the effective date of the change to any charges made after that date. If you do not agree to change, you must notify us in writing no later than 30 days the effective date of the change at the address provided in notice of the change, in which case your Account will be cl and you must pay us the balance that you owe us under existing terms of the unchanged Agreement. Otherwise, you will have agreed to the changes in the notice. Use of the Card after the effective date of the change will be deemed acceptance of the new terms, even if the 30 days have not expired and even if you previously notified us that you did not agree to the changes. Such changes may include, but are not limited to, changes in the Annual Percentage Rate and periodic rates.

JOINT ACCOUNT. If this is a joint Account, the word *you* as used in this Agreement applies to each individual borrower who is a party to the Agreement. At the request of any party to the Account or upon the receipt of inconsistent instructions, we may, at our option and without notice to any other party, refuse to authorize transactions on the Account.

LOST CARDS. Please notify us immediately if your Card is lost or stolen. You may be liable for the unauthorized use of the Card. You will not be liable for the unauthorized use of your Card that occurs after you notify us, verbally or in writing, of the loss, theft or possible unauthorized use of your Card. In any case, your liability for unauthorized use of the Card will not exceed $50. You may telephone 1-800-767-4556 to report the loss, theft, or possible unauthorized use of the Card.

BILLING STATEMENT. We will send you a statement each month which will show the New Balance on your Account, the Minimum Payment Due, and the Payment Due Date.

WAIVER. We may decline to enforce any right conferred on us by this Agreement at any time without waiving or affecting any of our other rights under this Agreement.

LATE FEE. We will charge you a Late Fee of $29 if you fail to make a required payment by the Payment Due Date as set forth on your billing statement in any month. We will post the Late Fee to the Revolving Credit Plan. However, we reserve the right to include the Late Fee in credit plans subject to a higher Annual Percentage Rate.

BAD CHECK CHARGE. You agree to pay a charge if a check given as payment to us is returned or a check you have written on your Account is not honored by us. The amount of the charge is $29.

STOP PAYMENT. You agree to pay a fee of $29 if you request us to stop payment on a convenience check you have written.

CONTINUED CREDITWORTHINESS. The continued use of this Account and the continuation of the established credit limits is subject to your continued creditworthiness. Upon an adverse change in your creditworthiness, we may reduce your credit limits or refuse to honor transactions on your Account or both, or may cancel this Agreement. You understand that we will review your creditworthiness periodically and whenever we deem it advisable. You agree to furnish us, from time to time, upon request with information regarding your creditworthiness.

CREDIT REPORTS. You agree that we may request a report on you from a credit bureau from time to time in connection with your application and any resulting Account, or review, renewal or extension of the Account. Upon your request, we will advise you if we obtain a credit report and we will give you the credit bureau's name and address.
We normally report to credit reporting agencies each month. If you believe that our report of your Account status is inaccurate or incomplete, please write to Credit Bureau Dispute Verification, P.O. Box 9714, Gray, TN 37615.

TELEPHONE CALLS. As part of our continuing effort to maintain a high quality of service to our customers, telephone calls between our employees and our customers are periodically monitored and recorded, on a random basis, by our supervisory personnel and that of the merchants that accept your Card. You understand this and give your consent to any such monitoring and recording as to any telephone calls you may have with us. We may use automated telephone equipment or prerecorded telephone calls to contact you about your Account. If the telephone number you have provided us is a wireless phone number, you agree that we, our representatives and agents may contact you using this number, at your expense. If at any time you do not wish to be contacted at this number, please write to us at the address referenced in the section below titled "Questions and Billing Errors" and provide an alternate phone number.

TOTAL AGREEMENT. You agree that this Agreement is the final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement.

QUESTIONS AND BILLING ERRORS. Please notify us as soon as possible in case of errors or questions about your billing statement. On any matter concerning your Account, you can write to P.O. Box 8189, Gray, TN 37615 or telephone 1-800-767-4556.

CHANGE OF ADDRESS. Please notify us of any change in your address on the payment stub of your monthly billing statement, so that we may adjust our records.

ARBITRATION:

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

Agreement to Arbitrate:
Either you or we may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

Claims Covered:

- **What Claims are subject to arbitration?** All Claims relating to your Account, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any

Debtmaster Professional

File Edit Tasks TaskOptions Window Help

(right click for options)

Collector Window

Debtor ID: 1683493 | Type: Consumer | SSN: 209-50-8447 | DOB | DL | ST

Name: THERESA D ERSKINE

Phone: home | A

814-342-6789

Address: 323 DEER CREEK RD

MORRISDALE | PA | 16858

Mail Rtnd

Status: 311 Atty handl

Priority: 1-High

Lang

Warning: [redacted]

Worklist 123 | Next Contact 05/19/2005

Agency/Attorney

Attorney ID: 1013

Name: James Apple, Esquire

Firm: Apple & Apple, PC

Employer Window

Number

Name

Address 1

Account Details Cross Ref

Name	Stat	Serv Date	Princ Bal	Int Bal	Fee Bal
Commonwealth Financia	ATY	02/01/2000	$2,627.41	$419.25	$83.(

Show Acct | Edit ECOA | View Assc | 1 accounts | $2,627.41 | $419.25 | $83.(

Display activity time as: Local User time / Debtor time

ACT DATE	ACT TIME	USER ID	COMMENTS
05/05/2005	7:43:48 AM	203	Email Assist from 203 to 123.
05/09/2005	6:02:33 PM	123	AC50: TR NA
05/17/2005	12:10:28 PM	218	Automatic Debtor status change from LEG to A
05/17/2005	12:10:48 PM	218	Rec'vd judgment LOST, will forward to Atty App
05/17/2005	12:10:48 PM	218	suit.
05/17/2005	12:10:58 PM	218	Warning: DO NOT CALL, ATTY HANDLING FOR CFSI
05/17/2005	12:11:08 PM	218	Mailed package to Atty Apple, outside counsel for CFSI
05/17/2005	12:11:15 PM	218	Email Assist from 218 to 123.

Add as Warning (45 characters only)

Account Details Window

ID: 1683493

Status: 311-Atty handling for CFSI

Date: 05/17/2005

Clt ID: 5206

Orig Clt: RADIO SHACK

Clt Ref No: CIT0409

Bureau Report: ✓ | Last Report: 04/10/2005

Debt Descr: 07/16/2005, CLEARFIELD

Comments: 7738209545811

Debt Type: PCD

Coll Plan: 007

Fee Plan: AAA

Cont Plan: UNI

Sales Rep

Int Rate: 5.00

Last Pmt

Service Date: 02/01/2000

Last Charge Date

First Delinquency: 02/28/2002

Charge Off Date

List Date: 11/22/2004

Int Calc Date: 11/22/2004

Last Pmt Date: 07/16/2001

Statute Date

	Original	Accrued	Adjustments	Paid	Balance
Principal	$2,627.41		$0.00	$0.00	$2,627.41
Interest	$355.54	$63.71	$0.00	$0.00	$419.25
Court Cost	$83.00		$0.00	$0.00	$83.00
Check Fee	$0.00		$0.00	$0.00	$0.00
Attorney Fee	$0.00		$0.00	$0.00	$0.00
Service Fee	$0.00		$0.00	$0.00	$0.00
Misc. Fees	$0.00		$0.00	$0.00	$0.00

Balance: $3,129.66

Start | Debtm... | Inbox | My Docu... | Turbosn... | Welcom... | Tracking... | Tracking... | PIF or 5... | 3:08 PM

EXHIBIT B

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.

6-29-05
Date:

Patricia A Cobb
PATRICIA COBB

Executive Vice President

120 North Keyser Avenue

Scranton, PA 18504

Apple & Apple File No. 103844

CFSI File No. 1683493

Theresa D. Erskine

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100652
NO: 05-1037-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: COMMONWEALTH FINANCIAL SYSTEMS, INC.
vs.
DEFENDANT: THERESA D. ERSKINE

SHERIFF RETURN

NOW, July 27, 2005 AT 9:05 AM SERVED THE WITHIN COMPLAINT ON THERESA D. ERSKINE DEFENDANT AT 323 DEER CREEK ROAD, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO THERESA D. ERSKINE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

FILED
01 9:44 BL
OCT 13 2005
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APPLE	6896	10.00
SHERIFF HAWKINS	APPLE	6895	28.53

Sworn to Before Me This

______ Day of ____________ 2005

____

So Answers,

Chester Hawkins
by Marilyn Harr

Chester A. Hawkins
Sheriff

F. CORTEZ BELL, III, ESQUIRE
DISTRICT COURT ADMINISTRATOR

SHARON S. WHIPPLE
DEPUTY COURT ADMINISTRATOR

PHONE: 814-765-2641 x 5010
FAX: 814-765-7649
EMAIL: fbell@clearfieldco.org

OFFICE OF THE COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET, SUITE 228
CLEARFIELD, PENNSYLVANIA 16830-2448

HON. FREDRIC J. AMMERMAN
PRESIDENT JUDGE

HON. PAUL E. CHERRY
JUDGE

March 15, 2013

RE: 2005 – 1037 - CD

Commonwealth Financial Systems, Inc.
UNIFUND CCR Partners
Citibank
vs.
Theresa D. Erskine

FILED
MAR 15 2013
William A. Shaw
Prothonotary/Clerk of Courts

To All Parties and Counsel:

Please be advised that the Court intends to terminate the above-captioned case without notice, because the Court records show that no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830.** The Statement to Proceed must be filed on or before **May 14, 2013.**

If you fail to file the required Statement of Intention to Proceed within the required time period, the case will be terminated.

Sincerely,

F. Cortez Bell III

F. Cortez Bell, III, Esquire
Court Administrator

FILED

MAR 15 2013

William A. Shaw
Prothonotary/Clerk of Courts

Theresa D. Erskine
323 Deer Creek Rd.
Morrisdale, PA 16858

James R. Apple, Esq.
Apple & Apple, P.C.
4650 Baum Blvd.
Pittsburgh, PA 15213

OFFICE OF COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET, SUITE 228
CLEARFIELD, PA 16830

016H26524836
$00.46⁰
03/15/2013
Mailed From 16830
US POSTAGE
Hasler

FILED
m/ 3:25 cm
4 MAR 25 2013
William A. Shaw
Prothonotary/Clerk of Courts
GW
Unable to forward

RECEIVED MAR 25 2013

James R. Apple, Esq.
Apple & Apple, P.C.
4650 Baum Blvd.
Pittsburgh,

NIXIE 152 FE 1 00 03/19/13
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 16830244853 *1019-02427-15-45

2005-1037-CD

F. CORTEZ BELL, III, ESQUIRE
DISTRICT COURT ADMINISTRATOR

SHARON S. WHIPPLE
DEPUTY COURT ADMINISTRATOR

PHONE: 814-765-2641 x 5010
FAX: 814-765-7649
EMAIL: fbell@clearfieldco.org

OFFICE OF THE COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET, SUITE 228
CLEARFIELD, PENNSYLVANIA 16830-2448

HON. FREDRIC J. AMMERMAN
PRESIDENT JUDGE

HON. PAUL E. CHERRY
JUDGE

March 15, 2013

RE: 2005 – 1037 - CD

Commonwealth Financial Systems, Inc.
UNIFUND CCR Partners
Citibank
vs.
Theresa D. Erskine

To All Parties and Counsel:

Please be advised that the Court intends to terminate the above-captioned case without notice, because the Court records show that no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830.** The Statement to Proceed must be filed on or before **May 14, 2013.**

If you fail to file the required Statement of Intention to Proceed within the required time period, the case will be terminated.

Sincerely,

F Cortz Bell III

F. Cortez Bell, III, Esquire
Court Administrator

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

COMMONWEALTH FINANCIAL SYSTEMS, INC., UNIFUND	*	NO. 2005-1037-CD
CCR PARTNERS, CITIBANK	*	
Plaintiffs	*	
vs.	*	
THERESA D. ERSKINE,	*	
Defendant	*	

ORDER

NOW, this 20th day of June, 2013, upon the Court's review of the record, with the Court noting from the docket there has been no activity in the case since October 13, 2005 and that a Notice of Proposed Termination of Court Case had been mailed to the parties March 15, 2013 with no response having been received, pursuant to the provisions of Rule of Judicial Administration 1901 the case is hereby DISMISSED for inactivity. The Prothonotary shall code the case in Full Court as Z-1901A.

BY THE COURT,

Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

FILED NOCC
01 9:20am
JUN 27 2013
William A. Shaw
Prothonotary/Clerk of Courts

FIL
JUN 27
Willian
Prothonota

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

COMMONWEALTH FINANCIAL SYSTEMS, INC., et al * NO. 2005-1037-CD
Plaintiffs *
vs. *
THERESA D. ERSKINE *
Defendant *

ORDER

NOW, this 9th day of July, 2013, upon the Court's review of the record, with the Court noting from the docket there has been no activity in the case since October 13, 2005, and that a Notice of Proposed Termination of Court Case had been mailed to the parties March 15, 2013 with no response having been received, pursuant to the provisions of Rule of Judicial Administration 1901 the case is hereby DISMISSED for inactivity. The Prothonotary shall code the case in Full Court as Z-1901A.

BY THE COURT,

Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge

5 FILED No CC
01/1:40Lm
2 JUL 09 2013 CK
William A. Shaw
Prothonotary/Clerk of Courts