

05-1518-CD  
Citibank vs Richard L. Keirn Jr

Citibank NA vs Richard Keirn Jr  
2005-1518-CD

Date: 04/05/2006

## Clearfield County Court of Common Pleas

User: LMILLER

Time: 08:46 AM

## ROA Report

Case: 2005-01518-CD

Current Judge: Fredric Joseph Ammerman

Citibank (South Dakota) N.A. vs. Richard L. Keirn Jr.

### Civil Other

Date	Judge
09/30/2005	New Case Filed.
	Filing: Complaint Paid by: Neil, Burton (attorney for Citibank South Dakota, N.A.) Receipt number: 1909279 Dated: 09/30/2005 Amount: \$85.00 (Check) 1CC Shff.
11/04/2005	Answer, filed by s/ Richard L. Keirn, Jr., Defendant. 3CC to Def.
02/03/2006	Sheriff Return, October 17, 2005 at 9:31 am served the within Complaint on Richard L. Keirn Jr. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Neil \$32.00
02/24/2006 <i>not in my file</i>	Motion of Plaintiff Citibank (South Dakota) N.A. for Judgment on the Pleadings, filed by s/ Jay H. Pressman, esquire. No CC
02/28/2006	Rule To Show Cause, NOW, this 27th day of Feb., 2006, upon plaintiff's Motion for Judgment of the Pleadings, Ordered that: a rule is issued upon the respondent. Argument to be held on April 4, 2006 at 3:00 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Per Curiam. 1CC Atty. Pressman
03/10/2006	Certificate of Service, filed. Served a true and correct copy of the Rule to Show Cause, Motion for Judgment on the Pleadings, Memorandum of Law and proposed Order, on pro se defendant, Richard L. Keirn Jr, filed by s/ Jay H. Pressman Esq. NO CC.

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

FILED DCC Shaff  
m 11:00 AM 30 SEP 2005 85.00  
SEP 30 2005  
WPA  
William A. Shaw  
Prothonotary/Clerk of Courts

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

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

: NO. 05-1518-CD

RICHARD L KEIRN JR  
5181 Clearfield Woodland Hwy, Clearfield PA 16830  
Defendant

: CIVIL ACTION - LAW

**COMPLAINT  
NOTICE**

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

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

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

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

C-7591



BURTON NEIL & ASSOCIATES, P.C.

By: Burton Neil, Esquire

Identification No. 11348

1060 Andrew Drive, Suite 170

West Chester, PA 19380

610-696-2120

Attorney for Plaintiff

---

CITIBANK SOUTH DAKOTA N.A.

: IN THE COURT OF COMMON PLEAS

701 East 60th Street North, Sioux Falls, SD

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

: NO.

RICHARD L KEIRN JR

5181 Clearfield Woodland Hwy, Clearfield PA 16830

Defendant

: CIVIL ACTION - LAW

### **Complaint**

1. The plaintiff is CITIBANK SOUTH DAKOTA N.A., with place of business located at 701 East 60th Street North, Sioux Falls, South Dakota.
2. The defendant is Richard L KEIRN JR, who resides at 5181 Clearfield Woodland Hwy, Clearfield, Clearfield County, Pennsylvania.
3. Plaintiff, a national banking association, engages in various types of banking business including consumer lending through the issuance of credit cards.
4. Plaintiff furnished consumer credit to the defendant by means of a credit card with account number 5424180202791254 hereinafter referred to as the credit card account.
5. Plaintiff maintained an accurate and running record of all debits and credits to the credit card account in its books of account.
6. Plaintiff mailed defendant a written statement each month which accurately stated the debits and credits to the credit card account for the prior billing period.
7. Defendant received the monthly statements from plaintiff for the credit card account including the statement attached hereto as Exhibit A statement without protest, dispute or objection.
8. Defendant is not protesting, disputing or objecting to the statements including the Exhibit A statement thereby assented and agreed to the correctness of the balance due on the credit card account so as to constitute an account stated.

9. The amount due plaintiff on the account stated, less credits, if any issued subsequent to the Exhibit A statement, is \$5,397.44.

Wherefore, plaintiff demands judgment against defendant for the sum of \$5,397.44, and the costs of this action.

  
BURTON NEIL & ASSOCIATES, P.C.  
By: \_\_\_\_\_  
Burton Neil, Esquire  
Attorney for Plaintiff

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

04/27/05

\$5397.44

\$9999.99

SITE:KC-CL

TM:CO-5000

08/10/05

ACID:KCB7150

21:54:08

PMT DUE DATE

NEW BALANCE

MIN AMT DUE

RICHARD L KEIRN JR  
 5181 CLEARFIELD  
 WOODLAND HWY APT6  
 CLEARFIELD  
 16830

PA

CITI CARDS  
 PO BOX 183052  
 COLUMBUS, OH  
 43218-3052

## Citi® Driver's Edge® Card Charter Rebates

Account Number

5424 1802 0279 1254



## Customer Service:

1-800-925-8871	Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
BOX 6500 SIOUX FALLS, SD 57117	\$3100	\$0	\$500	\$0	\$5397.44
	Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
	04/04/2005	\$2297.44 +	\$725.00	\$111.00	\$5397.44

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
4/04			Standard Purch OVER CREDIT LIMIT FEE 62 0000	29.00 0000000000
4/04			PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000	44.37 0000000000

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

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(-) New Balance
PURCHASES	\$5,324.07	\$29.00	\$0.00	\$44.37	\$5,397.44
ADVANCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$5,324.07	\$29.00	\$0.00	\$44.37	\$5,397.44

Days This Billing Period: 32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES Standard Purch	\$5,324.07	0.83333%(M)	10.000%	10.000%
ADVANCES Standard Adv	\$0.00	0.02740%(F)	10.000%	10.000%

EXHIBIT A

## Verification

I, Courtney Gilbert am an employee of Citicorp Credit Services, Inc., (USA) which is by contract the service provider for plaintiff Citibank (South Dakota) N.A. retained to perform services including but not primarily limited to collecting delinquent debt. I am authorized to make this verification as attorney-in-fact for plaintiff under powers of attorney from plaintiff to Citicorp Credit Services, Inc. (USA) and to me. The foregoing averments of fact in the within pleading are true and correct to the best of my knowledge, information and belief. I understand that the statements made herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to the authorities.

Date: 8/12/05

Signature: 

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Citibank South Dakota N.A. CIVIL ACTION  
(Plaintiff)

701 East 60th Street North No. 05-1518-CD  
(Street Address)

Sioux Falls, SD. Type of Case: Civil  
(City, State ZIP)

Type of Pleading: Answer

VS.

Richard L. Keirn, Jr.  
(Defendant)

Filed on Behalf of:

Richard L. Keirn, Jr.  
(Plaintiff/Defendant)

5181 Clearfield Woodland Hwy.  
(Street Address)

FILED

Clearfield, PA. 16830  
(City, State ZIP)

NOV 04 2005  
013200 (un) 60  
William A. Shaw  
Prothonotary/Clerk of Courts  
3 cases to Dept.

Richard L. Keirn Jr.  
(Filed by)

5181 Clearfield Woodland Hwy.  
(Address) Clearfield, PA. 16830

(814) 857-2981  
(Phone)

Richard L. Keirn Jr.  
(Signature)

Citibank South Dakota N.A. : In the Court of Common Pleas  
Plaintiff

: Clearfield County, Pennsylvania

v.

: No. 05-1518-CD

Richard L. Keirn Jr.  
Defendant

Answer

1. Admit
2. Admit
3. Admit
4. Admit
5. Can not admit or deny
6. Can not admit or deny
7. Can not admit or deny
8. Can not admit or deny
9. Deny

Richard L. Keirn Jr.  
Richard L. Keirn, Jr.  
Date: November 4, 2005

FILED  
NOV 04 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100858  
NO: 05-1518-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CITIBANK SOUTH DAKOTA  
vs.  
DEFENDANT: RICHARD L. KEIRN JR.

**SHERIFF RETURN**

NOW, October 17, 2005 AT 9:31 AM SERVED THE WITHIN COMPLAINT ON RICHARD L. KEIRN JR. DEFENDANT AT 5181 CLEARFIELD WOODLAND HWY., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RICHARD L. KEIRN, JR., DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

**FILED**

01/31/06  
FEB 03 2006

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	NEIL	14397	10.00
SHERIFF HAWKINS	NEIL	14396	22.00

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

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

RECEIVED

FEB 27 2006

COURT ADMINISTRATOR'S  
OFFICE

BURTON NEIL & ASSOCIATES, P.C.  
 Jay H. Pressman, Esquire ID #38800  
 1060 Andrew Drive, Suite 170  
 West Chester, PA 19380  
 (610) 696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA) N.A. Plaintiff

: IN THE COURT OF COMMON PLEAS  
 : CLEARFIELD COUNTY, PENNSYLVANIA  
 : NO. 05-1518-CD

RICHARD L. KEIRN JR.

Defendant

: CIVIL ACTION - LAW

**Plaintiff's Brief in Support of Motion for Judgment on the Pleadings**

Plaintiff filed a complaint against defendant to recover the balance past due on a credit card account. Defendant filed an answer to the complaint which closed the pleadings. The matter is before the Court on plaintiff's motion for judgment on the pleadings under Pa.R.C.P. 1034(a).

Defendant admitted complaint paragraphs 1 through 4, answered the next four allegations "Can not admit or deny" and paragraph 9 "Deny." Pa.R.C.P. 1029(a) provides:

A responsive pleading shall admit or deny each averment of fact in the preceding pleading or any part thereof to which it is responsive. A party denying only part of a pleading shall specify so much of it as is admitted and shall deny the remainder. Admissions and denials in a responsive pleading shall refer specifically to the paragraph in which the averment admitted or denied is set forth.

And, Pa.R.C.P. 1029(b), provides:

Averments in a pleading to which a responsive pleading is required are admitted when not denied specifically or by necessary implication. A general denial or a demand for proof, except as provided by subdivisions (c) and (e) of this rule, shall have the effect of an admission.

Can not admit or deny is not an option. If can not admit or deny is considered as having been plead under Pa.R.C.P. 1029(c) it must be construed as ineffectual. Absent is a statement that defendant made a reasonable investigation into the truth of the averment. Also absent is a statement that defendant is without knowledge or information to form a belief as to the truth of these four allegations.

Plaintiff would contend that reliance on Rule 1029(c) would also be misplaced because of

the note to the rule: "Reliance on subdivision (c) does not excuse a failure to admit or deny a factual allegation when it is clear that the pleader must know whether a particular allegation is true or false. See Cercone v. Cercone, 254 Pa. Super. 381, 386 A.2d 1 (1978)."

Thus, can not admit or deny would also fail the Cercone test. Defendant admitted his relationship with plaintiff and acknowledged he had the credit card. As such, defendant should have information available to know whether he received monthly billing statements, whether he received Exhibit A to the complaint, whether the statements were accurate, when he made payments, whether and when he stopped making payments whether he disputed any charges, etc. All this information is singularly in defendant's possession. Cannot admit or deny simply is not acceptable under any circumstances.

Using the word "deny" in response to paragraph 9 of the complaint resulted in its being admitted. See Pa. R.C.P. 1029(b) and Swift v. Milner, 371 Pa. Super. 302, 308-309, 538 A.2d 28, 31 (1988)

Under the rules and the cases cited above, defendant's pleading should be deemed to have admitted all the averments of plaintiff's complaint. As such, defendant cannot now be heard to contradict the complaint's averments. This result flows from the nature of an admission. See Packel & Poulin, Pennsylvania Evidence, 2d Ed., Section 127, p. 30; Jewelcor Jewelers & Distributors v. Corr, 373 Pa. Super 536, 542 A.2d 72 (1988).

The matter is before the Court on plaintiff's motion for judgment on the pleadings under Pa.R.C.P. 1034(a) which provides:

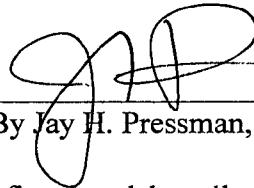
- (a) After the relevant pleadings are closed, but within such time as not to unreasonably delay the trial, any party may move for judgment on the pleadings. *Note: Only the pleadings between the parties to the motion for judgment on the pleadings must be closed prior to filing the motion.*
- (b) The court shall enter such judgment or order as shall be proper on the pleadings.

"The motion for judgment on the pleadings should be granted only in clear cases, which are free from doubt, and where there are no issues of fact. The deciding court should grant judgment only where the case is so clear that a trial would clearly be a fruitless exercise." 6 Standard Pennsylvania Practice 2d Section 31:45 and the cases cited therein. Even under this stringent standard, plaintiff is entitled to judgment because defendant's answer by failing to

conform with the requirements of Pa.R.C.P. 1029(b) and 1029(c) had the effect of admitting the allegations of the complaint.

This is a clear case for judgment on the pleadings. Defendant failed to aver one fact in support of his denials. There are no factual issues before the Court which would require a trial. Plaintiff submits judgment on the pleadings should be entered under Pa.R.C.P. 1034(a) on its behalf and against defendant in the sum set forth in the complaint plus the costs of this action.

Burton Neil & Associates, P.C.



\_\_\_\_\_  
By Jay H. Pressman, Esquire

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

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

CITIBANK (SOUTH DAKOTA) N.A. : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
VS. : NO. 05-1518-CD  
RICHARD L KEIRN JR : CIVIL ACTION - LAW  
Defendant

**Certificate of Service**

I, Jay H. Pressman, Esquire do hereby certify that I served a true and correct copy of the Rule to Show Cause, Motion for Judgment on the Pleadings, Memorandum of Law and proposed Order, on *pro se* defendant, Richard L Keirn Jr at his address of record via first class mail, postage prepaid on the date set forth below.

Date: 3/7/06

BURTON NEIL & ASSOCIATES, P.C.

BY: 

Jay H. Pressman, Esquire  
Attorney for Plaintiff

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

C-7591

FILED NO  
m 2 14 2006 CC  
MAR 10 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

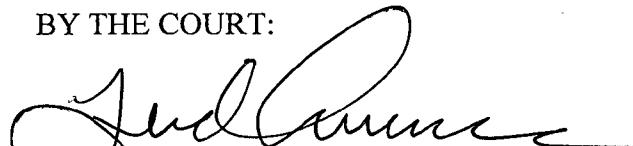
CITIBANK (SOUTH DAKOTA) N.A. : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
v. : NO. 05-1518-CD  
RICHARD L. KEIRN JR. : CIVIL ACTION - LAW  
Defendant

### RULE TO SHOW CAUSE

AND NOW, this 27 day of Feb., 2006, upon consideration of plaintiff's **Motion for Judgment of the Pleadings**, it is hereby ordered that:

- (1) A rule is issued upon the respondent to show cause why the petitioner is not entitled to the relief requested;
- (2) The respondent shall file an answer to the petition within (20) days of service upon the respondent;
- (3) Argument to be held on April 4, 2006, at 3:00 P.M. in Courtroom 1 before the Honorable Fredric J. Ammerman in the Clearfield County Courthouse;
- (4) Notice of the entry of this order shall be provided to all parties by the petitioner.

BY THE COURT:



\_\_\_\_\_  
PER CURIAM.

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

FILED <sup>1cc</sup>  
01/01/5431 Atty Pressman  
FEB 28 2006  
(6)

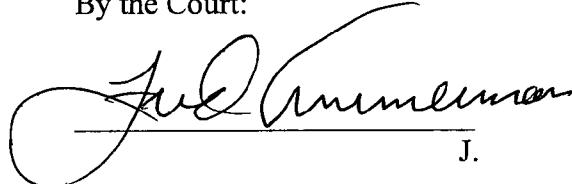
William A. Shaw  
Prothonotary/Clerk of Courts

CITIBANK (SOUTH DAKOTA) N.A. : IN THE COURT OF COMMON PLEAS  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
v. : NO. 05-1518-CD  
RICHARD L. KEIRN JR. : CIVIL ACTION - LAW  
Defendant

### ORDER

AND NOW, this 4<sup>th</sup> day of April, 2006, upon consideration of the Motion of Plaintiff Citibank (South Dakota) N.A. for Judgment on the Pleadings, it is hereby Ordered, Adjudged and Decreed that judgment on the pleadings shall be and is hereby entered on behalf of Plaintiff against Defendant Richard L. Keirn Jr. in the sum of \$5,397.44 plus the costs of this action.

By the Court:



J.

### FILED

APR 04 2006  
013:20 (w) (GK)  
William A. Shaw  
Prothonotary/Clerk of Courts

2 CENTS TO ATT'Y. MULWAN  
1 CENT TO DRA

BURTON NEIL & ASSOCIATES, P.C.  
Jay H. Pressman, Esquire ID #38800  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
(610) 696-2120

Attorney for Plaintiff

CITIBANK (SOUTH DAKOTA) N.A.  
Plaintiff

v.

RICHARD L. KEIRN JR.  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
: NO. 05-1518-CD  
: CIVIL ACTION - LAW

**Motion of Plaintiff Citibank (South Dakota) N.A. for Judgment on the Pleadings**

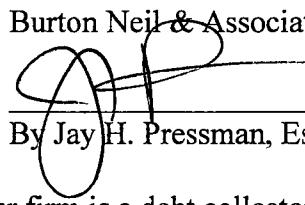
Now comes plaintiff Citibank (South Dakota) N.A. by its undersigned attorneys, and moves this Honorable Court pursuant to Rule 1034 of the Pennsylvania Rules of Civil Procedure, for judgment on the pleadings and in support thereof states:

1. Plaintiff filed a complaint against defendant for the credit card account balance due it.
2. Defendant filed an answer to the complaint. The pleadings are closed.
3. Defendant's answer effectively admitted the averments of the complaint.
4. There are neither factual nor legal issues before the Court creating a need for trial.

Therefore, plaintiff Citibank (South Dakota) N.A. is entitled to judgment as a matter of law.

Wherefore, plaintiff Citibank (South Dakota) N.A. moves this Honorable Court for judgment on the pleadings.

Burton Neil & Associates, P.C.

  
By Jay H. Pressman, Esquire

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

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

FILED *per \$20.00 Atty  
m/2:35pm 1cc & Notice to  
AUG - 7 2006 left  
LM KC& Statement to  
Atty*

William A. Shaw  
Prothonotary

CITIBANK (SOUTH DAKOTA) N.A. Plaintiff  
v.  
RICHARD L KEIRN JR Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
: NO. 05-1518-CD  
: CIVIL ACTION - LAW

**Praecipe for Entry of Judgment on Stipulation**

To the Prothonotary:

Pursuant to the authority set forth in the attachment agreement between the plaintiff and defendant, enter judgment on behalf of the plaintiff, CITIBANK (SOUTH DAKOTA) N.A., and against the defendant, RICHARD L KEIRN JR and assess damages in the sum of \$5,514.44.

BURTON NEIL & ASSOCIATES, P.C.

By 

Jay H. Pressman, Esquire  
Attorneys for Plaintiff

And now, this *7th* <sup>August</sup> day of *2006*, judgment is entered on behalf of the plaintiff, CITIBANK (SOUTH DAKOTA) N.A. and against the defendant, RICHARD L KEIRN JR, in the sum of \$5,514.44.

Prothonotary of CLEARFIELD County



Deputy

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

BURTON NEIL & ASSOCIATES, P.C.  
BY: Yale D. Weinstein, Esquire  
Identification No. 89678  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
610-696-2120  
Attorney for Plaintiff

---

CITIBANK (SOUTH DAKOTA), N.A.  
Plaintiff

:IN THE COURT OF COMMON PLEAS

:CLEARFIELD COUNTY, PENNSYLVANIA

VS.

:NO. 05-1518-CD

RICHARD L. KEIRN JR.  
Defendant

:CIVIL ACTION - LAW

**SETTLEMENT AGREEMENT WITH STIPULATION FOR ENTRY OF JUDGMENT**

This Settlement Agreement is made by and between Plaintiff Citibank (South Dakota), N.A. (hereinafter referred to as "Citibank") by and through its respective duly authorized and appointed agent and Defendant Richard L. Keirn, Jr. (hereinafter referred to as "Keirn").

**WITNESSETH**

WHEREAS, Citibank filed a civil action against Keirn, seeking to recover from him the total principal sum of \$5,397.44, plus court costs in the amount of \$117.00, for a total of \$5,514.44 (hereafter the "balance") for failure to pay his credit card bearing account number 5424180202791254 which plaintiff issued to him;

WHEREAS, Keirn acknowledges his obligation to pay plaintiff the balance but is not able to pay the same in full immediately; and

WHEREAS, the parties hereto desire to resolve the Litigation without further legal proceedings and in the manner set forth hereinafter;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained,

the parties hereto, expressly intending to be legally bound hereby, agree as follows:

1. It is agreed Keirn shall be permitted to pay the balance as follows: an initial payment of \$2,757.00 to be paid on April 30, 2006, followed by monthly payments of \$130.00 due by the 30<sup>th</sup> of each month beginning on May 30, 2006 until the balance is paid in full. All payments are to be sent to Citibank's counsel, Burton Neil & Associates, P.C. at 1060 Andrew Drive, Suite 170, West Chester, PA 19380.

2. To secure Keirn's payment, it is further understood and agreed that Citibank shall be permitted to enter judgment against Keirn under this agreement for the sum of \$5,514.44. Interest will accrue at 6% per annum from the date of the judgment on the declining balance.

3. "Default" as defined herein shall mean any of the following: Keirn's failure to make a required payment due hereunder by the due date or the dishonor of any check tendered under this agreement for any reason by any bank or other financial institution.

4. Keirn shall have a grace / cure period of seven (7) days with respect to each payment from the date of notice as set forth below. In the event of default as defined in Paragraph 3 above, and before Citibank may file execution, it shall first be required to give written notice of default and opportunity to cure said default by first class mail to Keirn at his address of record. The notice shall indicate that a default had taken place and give Keirn a period of seven (7) days from the date of the notice to cure the default by making the required payment. If Keirn does not cure the default by the end of the seven day cure period, Citibank shall thereafter be free to file execution on the judgment provided for under this Agreement, less credit for any payments made on account, and to employ any remedies available to it hereunder and at law to enforce and collect the judgment.

5. So long as Keirn pays in accord with this Agreement, Citibank will not file execution on the judgment to be entered under this Agreement.

6. Upon receipt and clearance of the final installment of the balance due in accordance with the terms of this Agreement and provided Keirn has not defaulted, Citibank will file a Praeclipe to Satisfy Judgment and provide a copy to Keirn.

7. This Settlement Agreement and Stipulation for Entry of Judgment is made under and is to be governed by the laws of the Commonwealth of Pennsylvania.

8. This Settlement Agreement is being made in three counterparts, each of which shall have the force and effect of an original.

9. For the purposes of this stipulation and due to the exigencies of time for its filing, a facsimile signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto have entered into this Settlement Agreement on the date first appearing below.

3/31/06  
Date

BURTON NEIL & ASSOCIATES, P.C.

By: \_\_\_\_\_  
Yale D. Weinstein, Esquire  
Attorney for Plaintiff  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
(610) 696-2120

4/5/06  
Date

Richard L. Keirn, Jr.  
Richard L. Keirn, Jr.

NOTICE: In making this communication, we advise our office is a debt collector.

BURTON NEIL & ASSOCIATES, P.C.

BY: Jay H. Pressman, Esquire

Identification No. 38800

1060 Andrew Drive, Suite 170

West Chester, PA 19380

610-696-2120

ATTORNEY FOR: Plaintiff

CITIBANK (SOUTH DAKOTA) N.A.  
Plaintiff

VS.

RICHARD L KEIRN JR

Defendant

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 05-1518-CD

: CIVIL ACTION - LAW

**RULE OF CIVIL PROCEDURE NO. 236 (REVISED)**

Notice is given that a JUDGMENT in the above captioned matter has been entered against you on

August 7, 2006



Prothonotary

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

Deputy

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

Jay H. Pressman, Esquire  
Attorney for Party Filing  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
Phone: 610-696-2120

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

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

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

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

VS.

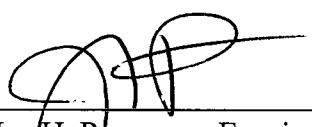
RICHARD L KEIRN JR  
5181 Clearfield Woodland Highway  
Clearfield PA 16830  
Defendant

: NO. 05-1518-CD  
: CIVIL ACTION - LAW

**Certification of Address**

Understanding that false statements herein are subject to penalty under 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities, I verify that the above are the precise last-known addresses of the judgment creditor and debtor.

BURTON NEIL & ASSOCIATES, P.C.

By: 

Jay H. Pressman, Esquire  
Attorney for Plaintiff

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

BURTON NEIL & ASSOCIATES, P.C.

BY: Jay H. Pressman, Esquire  
Identification No. 38800  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
610-696-2120  
ATTORNEY FOR: Plaintiff

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CITIBANK (SOUTH DAKOTA) N.A.  
Plaintiff

VS.

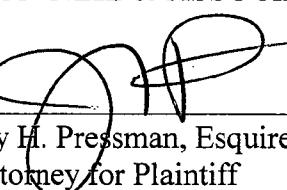
RICHARD L KEIRN JR  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
: NO. 05-1518-CD  
: CIVIL ACTION - LAW

**Affidavit of Non-Military**

Understanding that false statements herein are subject to penalty under 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities, I verify that pursuant to Section 201(b)(1)(A) of the Servicemembers Civil Relief Act of 2003 (SCRA) the defendant is not in the military service of the United States based on information received from the defendant and/or the Department of Defense website.

BURTON NEIL & ASSOCIATES, P.C.

By: 

Jay H. Pressman, Esquire  
Attorney for Plaintiff

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

## **Documents for Filing**

Our file no. C-7591  
Date: August 2, 2006

TO: Clearfield County Prothonotary  
1 North Second Street  
Clearfield, PA 16830

RE: CITIBANK SOUTH DAKOTA N.A. v. RICHARD L KEIRN JR

The following is enclosed for filing: **Praecipe for Judgment on Stipulation**

- Please file the original
- Return a time-stamped copy to us in the envelope provided

Our check for your fee is enclosed.

Thank you,

**BURTON NEIL & ASSOCIATES, P.C.**  
1060 Andrew Drive, Suite 170  
West Chester, PA 19380  
610-696-2120

P \$20.00

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

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

No.: 2005-01518-CD

Real Debt: \$5,514.44

Atty's Comm: \$

Vs.

Costs: \$

Richard L. Keirn Jr.  
Defendant(s)

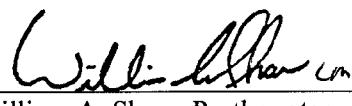
Entry: \$20.00

Instrument: Judgment by Stipulation

Date of Entry: August 7, 2006

Expires: August 7, 2011

Certified from the record this August 7, 2006

  
\_\_\_\_\_  
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