

07-442-CD  
Remit Corp. vs Andrew Batcho

Remit corp et al vs Andrew Batcho  
2007-442-CD

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

vs.

ANDREW G BATCHO,  
Defendant

: CIVIL-LAW

: DOCKET NO. 2007-442-CB

NOTICE TO DEFENDANT

TO THE DEFENDANT:

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

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

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

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

July 16, 2007 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

William A. Shaw  
Deputy Prothonotary

  
LAURINDA J. VOELCKER, ESQUIRE  
Attorney for Plaintiff

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MAR 22 2007  
(LM)

William A. Shaw  
Prothonotary/Clerk of Courts

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. : CIVIL-LAW  
ANDREW G BATCHO, : DOCKET NO.  
Defendant :  
:

**COMPLAINT**

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

1. The Plaintiff, The Remit Corporation is a Pennsylvania Corporation doing business at 36 West Main Street, P.O. Box 7, Bloomsburg, Columbia County, Pennsylvania 17815 and is the assignee of Unifund CCR Partners. Copies of the documents assigning all relevant rights with reference to the present action to the Remit Corporation are attached hereto, incorporated herein and referred to hereafter as Exhibits A and B.

2. The Defendant, Andrew G Batcho, is an adult individual residing at 123 Ridge Avenue, Curwensville, Clearfield County, Pennsylvania 16833.

3. Defendant obtained a Preferred visa credit card on or about February 1, 1996, from Citibank (South Dakota) National Association (hereinafter "original creditor"), Account number 4271 3820 8970 4486.

4. Unifund CCR Partners purchased the account of Andrew G Batcho from Citibank (South Dakota) National Association. A copy of the Affidavit of Indebtedness establishing chain of title is attached hereto, incorporated herein and referred to hereafter as Exhibit B.

5. Defendant used the extended credit leaving an unpaid balance of \$18,856.42 with interest continuing to accrue at 29.74% per annum.

6. Defendant's last payment on this account was made on or about March of 2003.
7. To date the balance is \$8,005.45 principal and \$10,850.97 interest for a total of \$18,856.42.

**COUNT 1**

**BREACH OF EXPRESS CONTRACT**

8. The preceding paragraphs are incorporated herein by reference and made a part thereof as if fully set forth herein.
9. In consideration of the extension of credit provided by original creditor through a credit card, Defendant agreed to pay for all charges for purchases, balance transfers, cash advances, fees and interest on his account.
10. The reasonable charges and expenses owing for the credit card purchases, cash advances, balance transfers, fees and interest is \$18,856.42.
11. Defendant accepted the extension of credit and utilized the credit card without complaint, objection or dispute as to credit services provided, the prices charged for the same or the costs incurred.
12. Defendant is indebted to the Plaintiff in the amount of \$18,856.42. Defendant has failed and refused to pay the aforesaid sum despite frequent demand to do so and the same is now due and owing.
13. Defendant's failure to pay is a breach of the express written agreement between the Defendant and original creditor. Pursuant to Pa.R.C.P. No. 1019(i), a copy of the written agreement is attached hereto, incorporated herein and referred to hereafter as Exhibit C.

**WHEREFORE**, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against the Defendant in the amount of \$18,856.42 together with interest, costs,

attorney fees and such further and additional relief, as this Honorable Court deems just and equitable.

**COUNT II**

**BREACH OF IMPLIED CONTRACT**

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

15. It is averred, in the alternative, in the paragraphs set forth above, if an express contract between original creditor and Defendant did not exist, that a contract implied by fact or implied within the law exists.

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

17. Defendant used the credit card to purchase items, and/or transfer balances, and/or obtain cash advances and he received the same to his benefit.

18. The total reasonable value of the Defendant's use of the credit extended by original creditor is \$18,856.42.

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

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

21. By virtue of Plaintiff's assignment of this account, Defendant is indebted to the Plaintiff in the amount of \$18,856.42.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against the Defendant in the amount of \$18,856.42, together with interest, costs,

attorney fees and such further and additional relief, as this Honorable Court deems just and equitable.

**COUNT III**

**QUANTUM MERUIT/UNJUST ENRICHMENT**

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

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

24. The credit extended by original creditor benefited Defendant.

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

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

27. The reasonable value of the Defendant's use of the credit card including purchases, balances transfers, cash advances, fees, and interest is \$18,856.42.

28. By virtue of the Plaintiff's assignment of this account, Plaintiff, Remit Corporation is entitled to \$18,856.42 from the Defendant and frequent demand for said sums has been made and the Defendant has failed and refused to pay the same.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners demands judgment against the Defendant in the amount of \$18,856.42 together with interest, costs, attorney fees and such further and additional relief, as this Honorable Court deems just and equitable.

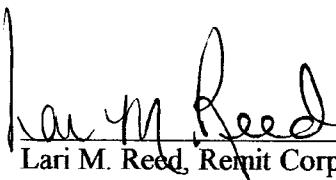
Respectfully submitted,



Laurinda J. Voelecker, Esquire  
Attorney for Plaintiff  
PA ID #82706  
Remit Corporation  
36 West Main Street  
Bloomsburg, PA 17815  
570-387-5470

## **VERIFICATION**

I verify that the statements made in the foregoing Civil Complaint are true and correct upon my personal knowledge or information and belief. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. sec. 4904 relating to unsworn falsification to authorities.



Lari M. Reed, Remit Corporation

ASSIGNMENT OF CLAIM  
PURSUANT TO  
PENNSYLVANIA ACT 219 OF 1990

For value received, the undersigned:  
**Unifund CCR Partners**

assigns to:  
**The Remit Corporation**

doing business at:  
**36 W Main Street  
PO Box 7  
Bloomsburg, PA 17815**

a debt due to the undersigned from:  
**Andrew G Batcho # 417077  
4271382089704486**

for the sum of **\$18,856.42** arising from unpaid credit card services with interest accruing at 29.74% per annum.

The said sum is justly due to the undersigned without offset or defense. The undersigned neither transfers to The Remit Corporation, nor expects The Remit Corporation to assume, any obligation or any liability of the assignor to the said debt.

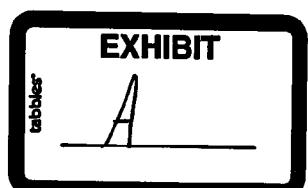
The undersigned has done nothing and will do nothing to discharge the debt or hinder its collection and hereby grants to The Remit Corporation the full power and authority, to bill and collect the aforesaid claim, in accordance with Pennsylvania Act 219 of 1990, Section 2, as it amends Title 18 regarding Section 7311, including to sue for, (in its own name, through a licensed attorney) and discharge the assigned debt.

The Remit Corporation specifically agrees to comply with the Pennsylvania Act of December 17, 1968, P.L. 1224, No. 387 (known as the Unfair Trade Practices and Consumer Protection Law), and with the regulations promulgated under that Act pursuant to this assignment.

Dated this 9th day of

February, 2007.

  
Joseph Lutz  
Unifund CCR Partners



## AFFIDAVIT OF INDEBTEDNESS

State of Ohio )  
County of Hamilton ) ss.

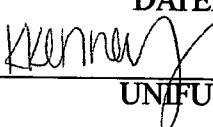
Kim Kenney being sworn, deposes and says that she is Media Supervisor of Unifund CCR Partners herein called assignee, which is doing business at 10625 Techwoods Circle, Cincinnati, Ohio 45242 and the statements and representations herein are within her personal knowledge.

The defendant is not in any branch of the military.

There is due and payable from ANDREW G BATCHO, Account Number 4271382089704486, the amount of \$18712.93 (principal balance in the amount of \$8005.45 plus interest up through 01/09/2007 in the amount of \$10707.48). By the terms of the agreement between the defendant and the original creditor, interest is accruing from the aforesaid date at the rate of 29.74 percent per annum. This balance reflects any payments, credits or offsets made since the account was charged off.

Citibank (South Dakota) National Association's account was issued under the name of PREFERRED. Unifund CCR Partners purchased this account from Citibank (South Dakota) National Association. Said account has been referred to REMIT Corporation with full power and authority to do and perform all acts necessary for the collection, settlement, adjustment, compromise or satisfaction of said claim.

DATED this January 9, 2007

  
UNIFUND CCR PARTNERS

By: Kim Kenney  
Media Supervisor

10625 Techwoods Circle Cincinnati, OH 45242  
Address

Subscribed and sworn to before me this 9 day of January, 2007  
Year



Notary Public

My commission Expires

Client # 634



KAREN WILLIAMS  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
July 19, 2010

# CITIBANK CARD AGREEMENT

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

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

## Using Your Account and Your Credit Line:

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

## Additional Cards:

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

## Membership Fee:

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

CIT  
(Citibank)

2007-2-17  
11:11 AM  
PUNJAB

EXHIBIT

tabbies®

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## **Billing:**

Your billing statement shows the balance, any finance charges, fees, the minimum payment, and the payment due date. It also shows your current credit line and cash advance limit; an itemized list of current charges, Citibank checks, payments and credits; a summary showing separately the purchase and cash advance balances, and finance charges on each balance; and other important information. If you default under this Agreement, we may, in our sole discretion, stop sending you billing statements if we deem your account uncollectible or if we institute deficiency 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've received. We then add the appropriate finance charges and fees and make other applicable adjustments.

## **Annual Percentage Rate for Purchases:**

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

## **Annual Percentage Rate for Cash Advances:**

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

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

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

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

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

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

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

## **Promotional Rate Offers:**

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

## **Finance Charges:**

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

We will calculate finance charges as follows:

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

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

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

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

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

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

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

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

### **Minimum Finance Charge:**

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

### **Credit Balance:**

You may not maintain a credit balance on your account in excess of your assigned credit line. We will return to you any credit amount over \$1.00 if the amount has been on your account longer than three months. You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges added to your account.

### **Security Interest for Secured Accounts:**

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

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

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

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

### **Minimum Amount Due:**

Each month you must pay a minimum amount that is the total of two figures. The first is any previous amount that is past due plus any amount in excess of your credit line. The second is the greater of the amount of your billed finance charges or one of the following:

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

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

### **Payments:**

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

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

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

### **Late Fee:**

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

### **Returned Payment Fee:**

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

### **Citibank Checks:**

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

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

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

### **Stop Payment Fee:**

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

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

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

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

### **Default:**

You default under this Agreement if you fail to pay the minimum payment listed on each billing statement when due, fail to make a payment to any other creditor when due, file for bankruptcy, exceed your credit line without permission, pay by a check or similar instrument that is not honored or that we must return because it cannot be processed, pay by automatic debit that is returned unpaid, or default on any other Citibank Card Agreement. If you default, we may close your account and demand immediate payment of the full balance. If you have given us a security interest in a certificate of deposit or a savings account, we may use the deposit amount to pay any amount you owe.

## **Preauthorized Charges:**

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

## **Collection Costs:**

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

## **Customer Privacy:**

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

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

We may report your performance under this Agreement to credit reporting agencies, including your failure to make minimum payments on time. If you request additional cards on your account for others, you understand that we may report account information in your name as well as in the names of those other people. We may also obtain follow-up credit reports on you (for example, when we review your account for a credit line increase). If you wish to know the names of the agencies we have contacted, write us at the address listed on the billing statement. We will try to notify you by telephone or by mail of any legal process served on us in order to give you an opportunity to object to it, unless the law prohibits the notice. Except as set forth in this Agreement and except for reports to credit reporting and collection agencies, information we are permitted to share with Citibank affiliates, and information we share in connection with collection of your account, no one else will be given information about your account without your knowledge, authorization or proper legal authority.

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

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

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

You may notify us in writing of your instruction at any time. Please send your name and address (as it appears on your account statement), along with your account type, account number and Social Security number to Citibank Processing Center at CN 3178, South Hackensack, NJ 07606. We ask that you mail your instruction in a stamped envelope that does not include any other 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 Citigroup companies (such as Commercial Credit, Travelers Property Casualty, Travelers Life & Annuity, Salomon Smith Barney and Prudential Financial Services) and you receive a notice of their intent to share certain information about you with their affiliates, you will need to separately notify them if you do not want such information shared.

## **Telephone Monitoring and Recording:**

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

## **Correcting Your Credit Report:**

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

## **Closing Your Account:**

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

## **Refusal of the Card:**

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

## **Changing this Agreement:**

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

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

### Enforcing this Agreement:

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

### Assignment:

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

### Applicable Law:

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

### For Further Information:

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

  
Thomas W. Jones  
President & CEO  
©1999 Citibank (South Dakota), N.A.  
Citibank (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 sent you the first billing statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

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

Please sign your letter.

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

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

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

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

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

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

#### Special Rule for Credit Card Purchases.

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

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

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

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
:  
vs. : CIVIL-LAW  
:  
ANDREW G BATCHO, : DOCKET NO.  
Defendant :  
:

**AFFIDAVIT OF NON-MILITARY SERVICE**

**The Defendant is not now in the Military Service, as defined in the Soldier's and  
Sailor's Civil Relief Act of 1940 with amendments not has been in such service within thirty  
days hereof.**

Dated this 9<sup>th</sup> day of March, 2007

  
\_\_\_\_\_  
Laurinda J. Voelcker, Esquire  
Attorney For Remit Corporation  
Attorney ID 82706  
36 West Main Street  
Bloomsburg, PA 17815  
(570) 387-1873

Department of Defense Manpower Data Center

FEB-16-2007 04:58:36



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
BATCHO	Andrew G		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

*Mary M. Snavely-Dixon*

---

Mary M. Snavely-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. #167; #167; 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

*Report ID:BTWWBNODFOO*

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
:  
vs. : CIVIL-LAW  
:  
ANDREW G BATCHO, : DOCKET NO.  
Defendant :  
:

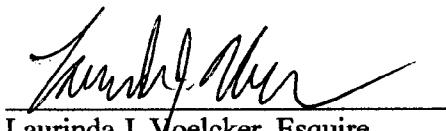
**CERTIFICATION OF ADDRESSES**

I certify that the precise address(es) of Plaintiff and Defendant(s) are as follows:

Plaintiff: Remit Corporation  
36 West Main Street  
Bloomsburg, PA 17815

Defendant: Andrew G Batcho  
123 Ridge Avenue  
Curwensville, PA 16833

Respectfully submitted,



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

1920-1921. 1921-1922.  
A. T. Johnson, 1921-1922.

1996-1997 学年第一学期 10 月 26 日

## 1. *Introduction to the study of the English language*

<sup>1</sup> For a recent treatment of the topic, see *Principles of International Law* (2008), 100–101.

1. *Leucosia* *leucosia* (L.)

1. *Chlorophytum comosum* (L.) Willd. (Fig. 10)

A. S. STOKE, JR. 137

2. *Chlorophytum comosum* (L.) Willd. (syn. *Chlorophytum Topinambur* (L.) Willd.)  
Liliaceae  
Common Name: *Topinambur*  
Description: A clump-forming, herbaceous plant with long, thick, tuberous roots. The leaves are long, narrow, and lanceolate, arranged in a basal rosette. The inflorescence is a terminal panicle with numerous small, yellow flowers.  
Habitat: Commonly found in coastal areas, sandy soils, and along roadsides in the southern United States and Mexico.  
Parts Used: The tuberous roots are the primary part used, though the leaves and flowers are also sometimes consumed.  
Medicinal Properties: The roots are known for their diuretic, laxative, and antidiabetic properties. They are used in traditional medicine to treat various conditions, including diabetes, constipation, and urinary tract infections. The leaves and flowers are also used as a source of vitamins and minerals.

**FILED**

MAR 22 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
:  
vs. : CIVIL-LAW  
: DOCKET NO. 2007-442-CD  
ANDREW G BATCHO, :  
Defendant :  
:

**ENTRY OF APPEARANCE**

Kindly enter my appearance on behalf of Remit Corporation, Plaintiff, in the above captioned matter.

Respectfully Submitted,  
THE REMIT CORPORATION



LAURINDA J. VOELCKER, ESQUIRE  
Attorney No. 82706  
35 W Main St  
Bloomsburg, PA 17815  
(570) 387-1873

FILED *ICC Shft*  
*3/11/32 cm ICC Atty*  
MAR 22 2007  
*LM*

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**MAR 22 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

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

**REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff**

VS.

: CIVIL-LAW

ANDREW G BATCHO,  
Defendant

DOCKET NO. 2007-442-CD

## **PRAECIPE TO REINSTATE COMPLAINT**

## TO THE PROTHONOTARY:

Please reinstate the Civil Complaint filed in the above matter.

Respectfully Submitted,  
THE REMIT CORPORATION

LAURINDA J. VOELCKER, ESQUIRE  
Attorney ID 82706  
Attorney for Plaintiff  
The Remit Corporation  
36 W Main St  
PO Box 7  
Bloomsburg, PA 17815  
Telephone 570-387-6470  
Fax 570-387-6474

**FILED** pd \$7.00 ATF  
m 1230 am 2 reinstated Complaint  
JUL 16 2007 to snafu

JUL 10 2001  
William A. Shaw  
Prothonotary/Clerk of Courts  
m CC of Procc. re  
to Atty.

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

vs.

ANDREW G BATCHO,  
Defendant

:  
:  
:  
:  
: CIVIL-LAW

: DOCKET NO. 2007-442-CD  
:  
:

AFFIDAVIT OF NON-MILITARY SERVICE

The Defendant is not now in the Military Service, as defined in the Soldier's and Sailor's Civil Relief Act of 1940 with amendments, nor has been in such service within thirty days hereof.

Dated this 6<sup>th</sup> day of July, 2007

  
Laurinda J. Voelcker, Esquire  
Attorney For Remit Corporation  
Attorney ID 82706  
36 West Main Street  
Bloomsburg, PA 17815  
(570) 387-1873

Department of Defense Manpower Data Center

JUN-14-2007 11:41:49



Military Status Report  
 Pursuant to the Servicemembers Civil Relief Act

< Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
BATCHO	Andrew G		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

*Mary M. Snavely-Dixon*

Mary M. Snavely-Dixon, Director  
 Department of Defense - Manpower Data Center  
 1600 Wilson Blvd., Suite 400  
 Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. #167; #167; 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

*Report ID: BQPDGDYUIYD*

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

REMIT CORPORATION, Assignee of Unifund CCR, Plaintiff	:	
	:	
	:	
vs.	:	CIVIL-LAW
	:	
ANDREW G BATCHO, Defendant	:	DOCKET NO. 2007-442-CD
	:	

CERTIFICATION OF ADDRESSES

I certify that the precise address(es) of Plaintiff and Defendant(s) are as follows:

Plaintiff: Remit Corporation  
36 West Main Street  
Bloomsburg, PA 17815

Defendant: Andrew G. Batcho  
123 Ridge Avenue  
Curwintsville, PA 16833

Respectfully submitted,



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102592  
NO: 07-442-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: REMIT CORPORATION, Assignee  
vs.  
DEFENDANT: ANDREW G. BATCHO

SHERIFF RETURN

NOW, April 05, 2007 AT 11:01 AM SERVED THE WITHIN COMPLAINT ON ANDREW G. BATCHO DEFENDANT AT 123 RIDGE AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KARI BATCHO, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	THE REMIT CORP	6423	10.00
SHERIFF HAWKINS	THE REMIT CORP	6423	23.82

FILED  
0/25/07  
JUL 25 2007  
Clerk  
LAW

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102995  
NO. 07-442-CD  
SERVICE # 1 OF 1  
COMPLAINT & ENTRY OF APPEARANCE

PLAINTIFF: REMIT CORPORATION  
vs.  
DEFENDANT: ANDREW G. BATCHO

FILED

6/3/00  
DEC 05 2007

William A. Shaw  
Prothonotary/Clerk of Courts

SHERIFF RETURN

NOW, July 18, 2007 AT 9:22 AM SERVED THE WITHIN COMPLAINT & ENTRY OF APPEARANCE ON ANDREW G. BATCHO DEFENDANT AT 123 RIDGE AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CARRIE BATCHO, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT & ENTRY OF APPEARANCE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	REMIT CORP	7135	10.00
SHERIFF HAWKINS	REMIT CORP	7135	23.82

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,

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

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

**ENTRY OF APPEARANCE**

Kindly enter my appearance on behalf of Remit Corporation, Plaintiff, in the above captioned matter.

Respectfully Submitted,  
THE REMIT CORPORATION

LAURINDA J. VOELCKER, ESQUIRE  
Attorney No. 82706  
36 W Main St  
Bloomsburg, PA 17815  
(570) 387-1873

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

MAR 22 2007

Attest,

John R. Brown  
Probate Lawyer  
Clerk of Courts

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. :  
ANDREW G BATCHO, : CIVIL-LAW  
Defendant : DOCKET NO.  
: 2007-442-CD

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

MAR 22 2007

Attest.

*William H. Brown*  
Prothonotary/  
Clerk of Courts

NOTICE TO DEFENDANT

TO THE DEFENDANT:

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

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

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

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

*Laurinda J. Noelcker*  
LAURINDA J. NOELCKER, ESQUIRE  
Attorney for Plaintiff

July 16, 2007 Document  
Dated/Reissued to Sheriff/Attorney  
for service.

*Wm. H. Brown*  
Deputy Prothonotary

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. : CIVIL-LAW  
ANDREW G BATCHO, : DOCKET NO.  
Defendant :  
:

**COMPLAINT**

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

1. The Plaintiff, The Remit Corporation is a Pennsylvania Corporation doing business at 36 West Main Street, P.O. Box 7, Bloomsburg, Columbia County, Pennsylvania 17815 and is the assignee of Unifund CCR Partners. Copies of the documents assigning all relevant rights with reference to the present action to the Remit Corporation are attached hereto, incorporated herein and referred to hereafter as Exhibits A and B.
2. The Defendant, Andrew G Batcho, is an adult individual residing at 123 Ridge Avenue, Curwensville, Clearfield County, Pennsylvania 16833.
3. Defendant obtained a Preferred visa credit card on or about February 1, 1996, from Citibank (South Dakota) National Association (hereinafter "original creditor"), Account number 4271 3820 8970 4486.
4. Unifund CCR Partners purchased the account of Andrew G Batcho from Citibank (South Dakota) National Association. A copy of the Affidavit of Indebtedness establishing chain of title is attached hereto, incorporated herein and referred to hereafter as Exhibit B.
5. Defendant used the extended credit leaving an unpaid balance of \$18,856.42 with interest continuing to accrue at 29.74% per annum.

6. Defendant's last payment on this account was made on or about March of 2003.
7. To date the balance is \$8,005.45 principal and \$10,850.97 interest for a total of \$18,856.42.

**COUNT 1**

**BREACH OF EXPRESS CONTRACT**

8. The preceding paragraphs are incorporated herein by reference and made a part thereof as if fully set forth herein.
9. In consideration of the extension of credit provided by original creditor through a credit card, Defendant agreed to pay for all charges for purchases, balance transfers, cash advances, fees and interest on his account.
10. The reasonable charges and expenses owing for the credit card purchases, cash advances, balance transfers, fees and interest is \$18,856.42.
11. Defendant accepted the extension of credit and utilized the credit card without complaint, objection or dispute as to credit services provided, the prices charged for the same or the costs incurred.
12. Defendant is indebted to the Plaintiff in the amount of \$18,856.42. Defendant has failed and refused to pay the aforesaid sum despite frequent demand to do so and the same is now due and owing.
13. Defendant's failure to pay is a breach of the express written agreement between the Defendant and original creditor. Pursuant to Pa.R.C.P. No. 1019(i), a copy of the written agreement is attached hereto, incorporated herein and referred to hereafter as Exhibit C.  
WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against the Defendant in the amount of \$18,856.42 together with interest, costs,

attorney fees and such further and additional relief, as this Honorable Court deems just and equitable.

**COUNT II**

**BREACH OF IMPLIED CONTRACT**

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

15. It is averred, in the alternative, in the paragraphs set forth above, if an express contract between original creditor and Defendant did not exist, that a contract implied by fact or implied within the law exists.

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

17. Defendant used the credit card to purchase items, and/or transfer balances, and/or obtain cash advances and he received the same to his benefit.

18. The total reasonable value of the Defendant's use of the credit extended by original creditor is \$18,856.42.

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

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

21. By virtue of Plaintiff's assignment of this account, Defendant is indebted to the Plaintiff in the amount of \$18,856.42.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners, demands judgment against the Defendant in the amount of \$18,856.42, together with interest, costs,

attorney fees and such further and additional relief, as this Honorable Court deems just and equitable.

### **COUNT III**

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

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

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

24. The credit extended by original creditor benefited Defendant.

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

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

27. The reasonable value of the Defendant's use of the credit card including purchases, balances transfers, cash advances, fees, and interest is \$18,856.42.

28. By virtue of the Plaintiff's assignment of this account, Plaintiff, Remit Corporation is entitled to \$18,856.42 from the Defendant and frequent demand for said sums has been made and the Defendant has failed and refused to pay the same.

WHEREFORE, Plaintiff, Remit Corporation, assignee of Unifund CCR Partners demands judgment against the Defendant in the amount of \$18,856.42 together with interest, costs, attorney fees and such further and additional relief, as this Honorable Court deems just and equitable.

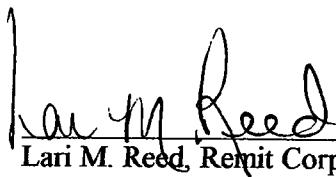
Respectfully submitted,



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

## VERIFICATION

I verify that the statements made in the foregoing Civil Complaint are true and correct upon my personal knowledge or information and belief. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. sec. 4904 relating to unsworn falsification to authorities.



Lari M. Reed  
Lari M. Reed, Remit Corporation

ASSIGNMENT OF CLAIM  
PURSUANT TO  
PENNSYLVANIA ACT 219 OF 1990

For value received, the undersigned:  
**Unifund CCR Partners**

assigns to:  
**The Remit Corporation**

doing business at:  
**36 W Main Street  
PO Box 7  
Bloomsburg, PA 17815**

a debt due to the undersigned from:  
**Andrew G Batcho # 417077  
4271382089704486**

for the sum of **\$18,856.42** arising from unpaid credit card services with interest accruing at 29.74% per annum.

The said sum is justly due to the undersigned without offset or defense. The undersigned neither transfers to The Remit Corporation, nor expects The Remit Corporation to assume, any obligation or any liability of the assignor to the said debt.

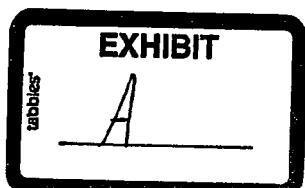
The undersigned has done nothing and will do nothing to discharge the debt or hinder its collection and hereby grants to The Remit Corporation the full power and authority, to bill and collect the aforesaid claim, in accordance with Pennsylvania Act 219 of 1990, Section 2, as it amends Title 18 regarding Section 7311, including to sue for, (in its own name, through a licensed attorney) and discharge the assigned debt.

The Remit Corporation specifically agrees to comply with the Pennsylvania Act of December 17, 1968, P.L. 1224, No. 387 (known as the Unfair Trade Practices and Consumer Protection Law), and with the regulations promulgated under that Act pursuant to this assignment.

Dated this 9th day of

February, 2007.

  
Joseph Lutz  
Unifund CCR Partners



## AFFIDAVIT OF INDEBTEDNESS

State of Ohio )  
County of Hamilton ) ss.

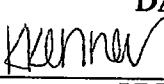
Kim Kenney being sworn, deposes and says that she is Media Supervisor of Unifund CCR Partners herein called assignee, which is doing business at 10625 Techwoods Circle, Cincinnati, Ohio 45242 and the statements and representations herein are within her personal knowledge.

The defendant is not in any branch of the military.

There is due and payable from ANDREW G BATCHO, Account Number 4271382089704486, the amount of \$18712.93 (principal balance in the amount of \$8005.45 plus interest up through 01/09/2007 in the amount of \$10707.48). By the terms of the agreement between the defendant and the original creditor, interest is accruing from the aforesaid date at the rate of 29.74 percent per annum. This balance reflects any payments, credits or offsets made since the account was charged off.

Citibank (South Dakota) National Association's account was issued under the name of PREFERRED. Unifund CCR Partners purchased this account from Citibank (South Dakota) National Association. Said account has been referred to REMIT Corporation with full power and authority to do and perform all acts necessary for the collection, settlement, adjustment, compromise or satisfaction of said claim.

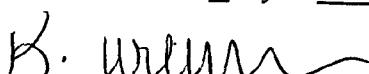
DATED this January 9, 2007

  
UNIFUND CCR PARTNERS

By: Kim Kenney  
Media Supervisor

10625 Techwoods Circle Cincinnati, OH 45242  
Address

Subscribed and sworn to before me this 9 day of January, 2007  
Year



Notary Public

My commission Expires

Client # 634



KAREN WILLIAMS  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
July 19, 2010

# CITIBANK CARD AGREEMENT

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

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

## Using Your Account and Your Credit Line:

The card must be signed to be used. Your initial credit line appears on the folder containing the card. A portion of your credit line, called the cash advance limit, is available for cash advances. At our discretion and at any time, we may change your credit line or cash advance limit. We will notify you if we do, either by mail or through a billing statement sent either before or after the change takes effect. You may request a change to your credit line or cash advance limit by contacting Customer Service by telephone or mail.

The full amount of your credit line is available to buy or lease goods or services wherever the card is honored. Your cash advance limit is available for cash through any bank or automated teller machine that accepts the card or by using Citibank checks. The total amount charged on your account, including purchases, balance transfers, cash advances, finance charges, fees, or other charges, must always remain below your credit line. However, if that total amount exceeds your credit line you must still pay us.

## Additional Cards:

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

## Membership Fee:

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

CIT  
(Citibank)

EXHIBIT

tabbies

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## Billing.

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

## How We Determine the Balance:

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

## Annual Percentage Rate for Purchases:

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

## Annual Percentage Rate for Cash Advances:

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

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

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

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

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

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

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

## Promotional Rate Offers:

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

## Finance Charges:

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

We will calculate finance charges as follows:

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

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

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

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

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

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

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

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

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

If finance charges based on periodic rates are being added to your account, less than \$5.50, we assess a minimum FINANCE CHARGE, based on periodic rates, of \$5.50. We add the amount to either the purchase or cash advance balance at our discretion.

#### **Credit Balance:**

You may not maintain a credit balance on your account in excess of your assigned credit line. We will return to you any credit amount over \$1.00 if you request a refund of a credit balance longer than three months. You may not maintain a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges billed to your account.

#### **Security Interest for Secured Accounts:**

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

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

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

(1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. Visa increases this conversion rate in effect one percent. Both Visa and MasterCard increases this conversion rate by one percent. Both Visa and MasterCard keep this increase.

■ Increase the conversion rate provided to us by Visa or MasterCard by an percent and keep this increase. The currency conversion rate calculated in this manner that is in effect on the transaction date or the posting date.

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

Each month you must pay a minimum amount that is the total of two figures. The first is any previous amount that is past due plus any amount in excess of your credit line. The second is the greater of the amount of your billed finance charges or one of the following:

■ \$20, if the New Balance is at least \$20 and not greater than \$960, or down to the nearest dollar.

You must pay at least the minimum amount by the payment due date, but to amounts owed on your account at our discretion. This includes, but is not limited to, applying payments to promotional balances, such as balances you transfer from other credit card issuers, before we apply such payments to your purchase or cash advance balances. If you pay more than the minimum, we will allocate the excess amount to the purchase or cash advance balance at our discretion. The sooner you pay the New Balance, the less you will pay in finance charges. We may also allow you to skip a payment. If we do, we will notify you. If you choose to skip a payment, if we do, we will continue to assess finance charges.

#### **Payments:**

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

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

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

#### **Late Fee:**

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

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

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

### **Citibank Checks:**

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

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

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

### **Stop Payment Fee:**

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

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

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

If your 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 using the telephone number shown on the billing statement or the number listed by calling toll-free or local Directory Assistance. We may require you to provide certain information in writing to help us find out what happened. Don't use your card or the Citibank checks after we've been notified, even if they are found 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 before we've been notified of the loss or the theft; however, you must identify for us charges on the billing statement that were not made by you, or someone authorized by you, and from which you received no benefit.

### **Fault:**

Default under this Agreement if you fail to pay the minimum payment due on each billing statement when due, fail to make a payment to any creditor when due, file for bankruptcy, exceed your credit line without permission, pay by a check or similar instrument that is not honored or that is returned because it cannot be processed, pay by automatic debit that turned unpaid, or default on any other Citibank Card Agreement. If you do any of these things, we may close your account and demand immediate payment of the balance. If you have given us a security interest in a certificate of deposit or a savings account, we may use the deposit amount to pay any amount you owe.

## **Preatuthorized Charges:**

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

## **Collection Costs:**

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

## **Customer Privacy:**

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

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

We may report your performance under this Agreement to credit reporting agencies, including your failure to make minimum payments on time. If you request additional cards on your account for others, you understand that we may report account information in your name as well as in the names of those other people. We may also obtain follow-up credit reports on you (for example, when we review your account for a credit line increase). If you wish to know the names of the agencies we have contacted, write us at the address listed on the billing statement. We will try to notify you by telephone or by mail of any legal process served on us in order to give you an opportunity to object to it, unless the law prohibits the notice. Except as set forth in this Agreement and except for reports to credit reporting and collection agencies, information we are permitted to share with Citibank affiliates, and information we share in connection with collection of your account, no one else will be given information about your account without your knowledge, authorization or proper legal authority.

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

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

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

You may notify us in writing of your instruction at any time. Please send your name and address (as it appears on your account statement), along with your account type, account number and Social Security number, to Citibank 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.

## **Commercial Credit, Travelers Property Casualty, Travelers Life & Annuity, Salomon Smith Barney and Primera Financial Services:**

If you are also a customer of other Citigroup companies (such as a notice of their intent to share certain information about you with their affiliates, you will need to separately notify them if you do not want such information shared).

## **Telephone Monitoring and Recording:**

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

## **Correcting Your Credit Report:**

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

## **Closing Your Account:**

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

## **Refusal of the Card:**

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

## **Changing this Agreement:**

We can change this Agreement, including all fees and the annual percentage rate, at any time. However, if the change will cause a fee, rate or minimum payment to increase, we will mail you written notice at least 15 days before the beginning of the billing period in which the change becomes effective; if you do not receive the notice, the change will become effective 30 days after the date of mailing.

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

### Enforcing this Agreement:

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

### Assignment:

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

### Applicable Law:

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

### For Further Information:

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

  
Thomas W. Jones  
President & CEO  
©1999 Citibank (South Dakota), N.A.

Citibank (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.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.
- Please sign your letter.

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

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

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

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

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

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

#### Special Rule for Credit Card Purchases.

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

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

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

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
:  
vs. : CIVIL-LAW  
:  
ANDREW G BATCHO, : DOCKET NO.  
Defendant :  
:

**AFFIDAVIT OF NON-MILITARY SERVICE**

**The Defendant is not now in the Military Service, as defined in the Soldier's and  
Sailor's Civil Relief Act of 1940 with amendments not has been in such service within thirty  
days hereof.**

Dated this 9<sup>th</sup> day of March, 2007

  
\_\_\_\_\_  
Laurinda J. Voelcker, Esquire  
Attorney For Remit Corporation  
Attorney ID 82706  
36 West Main Street  
Bloomsburg, PA 17815  
(570) 387-1873

Department of Defense Manpower Data Center

FEB-16-2007 04:58:36



**Military Status Report**  
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
BATCHO	Andrew G		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

*Mary M. Snavely-Dixon*

Mary M. Snavely-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. #167; #167; 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

*Report ID:BTWWBNODFOO*

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. : CIVIL-LAW  
ANDREW G BATCHO, : DOCKET NO.  
Defendant :  
:

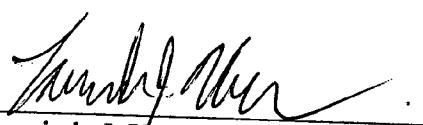
**CERTIFICATION OF ADDRESSES**

I certify that the precise address(es) of Plaintiff and Defendant(s) are as follows:

Plaintiff: Remit Corporation  
36 West Main Street  
Bloomsburg, PA 17815

Defendant: Andrew G Batcho  
123 Ridge Avenue  
Curwensville, PA 16833

Respectfully submitted,

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

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. : CIVIL-LAW  
ANDREW G BATCHO, : DOCKET NO. 07-442-CD  
Defendant :  
:

**PRAECIPE FOR JUDGMENT AND ASSESSMENT OF DAMAGES**

**TO THE PROTHONOTARY:**

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

Real debt	\$18,856.42
Attorney Fees	\$ 2,001.36
Costs	\$ 232.82
Default judgment	\$ 20.00
Interest from Mar 22, 2007	\$ 471.41
<hr/>	
Total:	\$21,582.01

Kindly assess damages against Defendant in the sum of \$21,582.01 plus continuing interest at the statutory rate of 6%.

BY:

  
Laurinda J. Voelcker, Esquire  
Attorney for Plaintiff

FILED Aug 17 2007 20.00  
M 1:02 PM  
AUG 17 2007

ICC Notice  
William A. Shaw  
Prothonotary/Clerk of Courts to Def.

Statement to  
Atty  
(64)

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. : CIVIL-LAW  
ANDREW G BATCHO, : DOCKET NO. 07-442-CD  
Defendant :  
:

---

TO: Andrew G. Batcho  
123 Ridge Avenue  
Curwensville, PA 16833

---

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

Judgment by Default

Money Judgment

Judgment in Replevin

Judgment of Possession

Judgment on Award on Arbitration

Judgment on Verdict

Judgment on Court findings

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

ATTORNEY: LAURINDA J. VOELCKER, ESQUIRE

AT THIS TELEPHONE NUMBER: 570-387-1873

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. : CIVIL-LAW  
ANDREW G BATCHO, : DOCKET NO. 07-442-CD  
Defendant :  
:

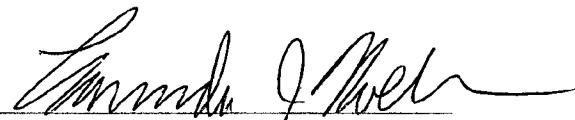
**CERTIFICATION OF TEN (10) DAY NOTICE**

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

I, LAURINDA J. VOELCKER, ESQUIRE, hereby swear and certify that I served a copy of the Ten (10) Day Notice by regular mail to Defendant on July 27, 2007.

BY:

  
Laurinda J. Voelcker, Esq.  
Attorney for Plaintiff

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

417077  
Unifund

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. : CIVIL-LAW  
ANDREW G BATCHO, : DOCKET NO. 07-442-CD  
Defendant :  
:

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

TO: Andrew G. Batcho  
123 Ridge Avenue  
Curwensville, PA 16833

DATE OF NOTICE: **July 27, 2007**

**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 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.

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

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

REMIT CORPORATION

  
Laurinda J. Voelcker, Esquire  
Remit Corporation  
PO Box 7  
Bloomsburg, PA 17815  
570-387-1873

Mailed to:  
Andrew G. Batcho  
123 Ridge Avenue  
Curwensville, PA 16833

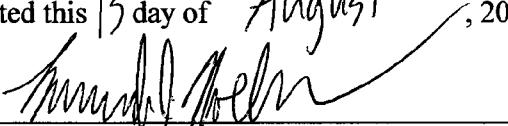
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff :  
vs. : CIVIL-LAW  
ANDREW G BATCHO,  
Defendant : DOCKET NO. 07-442-CD

**AFFIDAVIT OF NON-MILITARY SERVICE**

The Defendant is not now in the Military Service, as defined in the Soldier's and Sailor's Civil Relief Act of 1940 with amendments, nor has been in such service within thirty days hereof.

Dated this 13<sup>th</sup> day of August, 2007

  
\_\_\_\_\_  
Laurinda J. Voecker, Esquire  
Attorney For Remit Corporation  
Attorney ID 82706  
36 West Main Street  
Bloomsburg, PA 17815  
(570) 387-1873

Department of Defense Manpower Data Center

AUG-09-2007 07:43:44



Military Status Report  
 Pursuant to the Servicemembers Civil Relief Act

< Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
BATCHO	Andrew G		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

*Mary M. Snavely-Dixon*

Mary M. Snavely-Dixon, Director  
 Department of Defense - Manpower Data Center  
 1600 Wilson Blvd., Suite 400  
 Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

*Report ID: UZWLIYCGXY*

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

vs.

ANDREW G BATCHO,  
Defendant

: CIVIL-LAW

: DOCKET NO. 07-442-CD

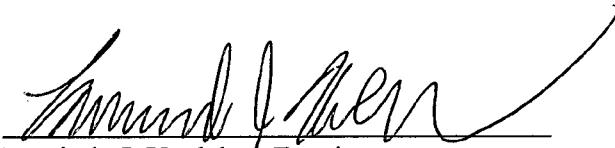
CERTIFICATION OF ADDRESSES

I certify that the precise address(es) of Plaintiff and Defendant(s) are as follows:

Plaintiff: Remit Corporation  
36 West Main Street  
Bloomsburg, PA 17815

Defendant: Andrew G. Batcho  
123 Ridge Avenue  
Curwensville, PA 16833

Respectfully submitted,

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

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Remit Corporation, Assignee of Unifund CCR

Vs.

No. 2007-00442-CD

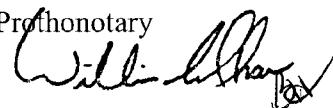
Andrew G. Batcho

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$21,582.01 on August 17, 2007.

William A. Shaw

Prothonotary



\_\_\_\_\_  
William A. Shaw

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

COPY

Remit Corporation  
Unifund CCR  
Plaintiff(s)

No.: 2007-00442-CD

Real Debt: \$21,582.01

Atty's Comm: \$

Vs.

Costs: \$

Andrew G. Batcho  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 17, 2007

Expires: August 17, 2012

Certified from the record this 17th day of August, 2007.



\_\_\_\_\_  
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  
COMMONWEALTH OF PENNSYLVANIA

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. : CIVIL-LAW  
ANDREW G BATCHO, : DOCKET NO. 07-442-CD  
Defendant :  
:

**PRAECIPE FOR WRIT OF EXECUTION**

To the Prothonotary:

Issue writ of execution in the above matter,

- (1) directed to the Sheriff of Clearfield County;
- (2) against Andrew G. Batcho, defendant;
- (3) and index this writ
- (a) against Andrew G. Batcho, defendant and

as a lis pendens against real property of the defendant in name of garnishee(s).  
Specifically describe the property per attached property description.

(5) Amount Due: \$ 21,582.01

Interest from 08/17/2007: \$ 539.55

Costs to be added:

Clerks Fee: \$ 20.00 Prothonotary Costs

Sheriff: \$ 200.00

Total: \$ 22,341.56

*112.00 Additional Prothonotary Costs*

Dated this *31<sup>st</sup>* day of January, 2008

*Laurinda J. Voelker*  
Laurinda J. Voelker, PA ID# 82706  
Attorney for Plaintiff, Remit Corporation  
36 West Main Street  
Bloomsburg, PA 17815  
(570) 387-1873 ext. 206

**FILED** Atty pd. 20.00  
*(2) 1/21/08 place of writs*  
FEB 08 2008 to Sheriff

William A. Shaw  
Prothonotary/Clerk of Courts

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff  
:  
:  
:  
vs. : CIVIL-LAW  
:  
ANDREW G BATCHO, : DOCKET NO. 07-442-CD  
Defendant :  
:

**WRIT OF EXECUTION  
NOTICE**

This paper is a writ of execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions that may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly:

- (1) Fill out the claim form and demand a prompt hearing.
- (2) Deliver the form or mail it to the sheriff's office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

This and any future communication from our debt collection firm are attempts to collect a debt, and information obtained will be used for that purpose.

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

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

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

## **MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW**

- (1) \$300.00 statutory exemption
- (2) Bibles, school books, sewing machines, uniforms, and equipment
- (3) Most wages and unemployment compensation
- (4) Social security benefits
- (5) Certain retirement funds and accounts
- (6) Certain veteran and armed forces benefits
- (7) Certain insurance proceeds
- (8) Such other exemptions as may be provided by law

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. : CIVIL-LAW  
ANDREW G BATCHO, : DOCKET NO. 07-442-CD  
Defendant :  
:

**CLAIM FOR EXEMPTION**

TO THE SHERIFF:

I, the above-named defendant, claim exemption of property from levy or attachment:

- (1) From my personal property in my possession that has been levied upon:
  - (a) I desire that my \$300.00 statutory exemption be:  
[ ] set aside in kind (specify property to be set aside in kind):  
  
[ ] paid in cash following the sale of the property levied upon or
  - (b) I claim the following exemption (specify property and basis of exemption):
  
- (2) From my property that is in the possession of a third party, I claim the following exemptions:
  - (a) My \$300.00 statutory exemption: [ ] in cash; [ ] in kind (specify property):
  
  - (b) Social security benefits on deposit in the amount of \$ \_\_\_\_\_
  - (c) Other (specify amount and basis of exemption): \_\_\_\_\_

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at:

---

Telephone no.

---

Address

I verify that the statements made in this claim for exemptions 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.

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

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF OF  
CLEARFIELD COUNTY:

Clearfield County Sheriff's Office  
1 North Second Street  
Clearfield, PA 16830  
814-765-2641

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

REMIT CORPORATION,  
Assignee of Unifund CCR,  
Plaintiff

vs.

ANDREW G BATCHO,  
Defendant

: CIVIL-LAW

: DOCKET NO. 07-442-CD

COPY

**WRIT OF EXECUTION**

Commonwealth of Pennsylvania  
County of Clearfield County

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Andrew G. Batcho, defendant.

- (1) you are directed to levy upon the property of the defendant and to sell her interest therein;
- (2) you are also directed to attach the property of the defendant not levied upon in the possession of \_\_\_\_\_, as garnishee, \_\_\_\_\_ and to notify the garnishee that
  - (a) an attachment has been issued;
  - (b) the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
- (3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above states.

Amount Due: \$ 21,582.01

Interest from 08/17/2007: \$ 539.55

Costs to be added:

Clerks Fee: \$ 20.00 Prothonotary costs

Sheriff: \$ 200.00

Total: \$ 22,341.56

*112.00 Additional Prothonotary costs*

*Will Shatz* 218108  
Prothonotary

IF SOCIAL SECURITY OR SUPPLEMENTAL SECURITY INCOME FUNDS ARE DIRECTLY DEPOSITED INTO AN ACCOUNT OF THE DEFENDANT, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE ANY FUNDS THAT MAY BE TRACED TO SUCH DIRECT DEPOSITS. IN ADDITION, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE \$300.00 IN THE ACCOUNT OF THE DEFENDANT.

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

REMIT CORPORATION :  
Plaintiff :  
VS. : CIVIL ACTION - LAW  
ANDREW G. BATCHO : NO. 07-442-CD  
Defendant :  
:

**ASSIGNMENT OF JUDGMENT**

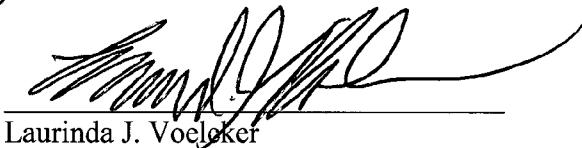
KNOW ALL MEN BY THESE PRESENTS, that Remit Corporation in consideration of the prior contractual agreement between the parties, the receipt and sufficiency of which is acknowledged, does hereby grant, bargain, transfer, assign and make over to Unifund Corporation of 10625 Techwoods Cr, Cincinnati, Hamilton County, Ohio, 45242 (hereinafter "Unifund"), its successors and assigns, a certain Judgment recovered by Remit Corporation of 36 West Main St, Bloomsburg, Columbia County, Pennsylvania 17815, in the Clearfield Court of Common Pleas, Clearfield County, Pennsylvania, filed to docket number 07-442-CD against Defendant, ANDREW G. BATCHO, for the sum of \$21,110.60 which constitutes damages and costs of suit, plus interest at 6.00% annum from 08/17/2007, together with all the benefits and advantages that may be obtained thereby, and full power to enforce and recover the Judgment to Unifund's own use. Remit Corporation, further authorizes and Empowers the Prothonotary or any attorney on behalf of the Assignee to mark said Judgment to the Assignee's use.

FILED 7.00  
MARCH 29 2010  
3CC  
William A. Shaw  
Prothonotary/Clerk of Courts  
PIFF  
60

IN WITNESS WHEREOF and intending to be legally bound hereby,

Remit Corporation, has executed this Assignment

this 23<sup>rd</sup> day of February, 2010.



Laurinda J. Voelcker  
General Counsel  
Remit Corporation

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

REMIT CORPORATION :

Plaintiff :

: CIVIL ACTION - LAW

VS. :

: NO. 07-442-CD

ANDREW G. BATCHO :

Defendant :

**PRAECIPE TO MARK JUDGMENT TO USE OF ASSIGNEE**

TO: PROTHONOTARY:

Please mark the Judgment entered in the above captioned case against the Defendant(s), ANDREW G. BATCHO, to and for the use of Unifund Corporation, Assignee, as per Assignment of Judgment, a copy of which is attached hereto and made a part hereof as Exhibit A.

DATED: 2/23/10

BY: 

Laurinda J. Voelcker, Remit Corporation

**JUDGMENT MARKED TO USE OF ASSIGNEE**

AND NOW, to wit, this 29<sup>th</sup> day of March, 2010,

the Judgment entered in the above captioned case against the Defendant (s),

ANDREW G. BATCHO, is hereby marked to and for the use of Unifund Corporation.

  
Will Shaffer  
Prothonotary

**FILED**

**MAR 29 2010**

**William A. Shay  
Prothonotary/Clerk of Courts**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20735  
NO: 07-442-CD

PLAINTIFF: REMIT CORPORATION, ASSIGNEE OF UNIFUND CCR

vs.

DEFENDANT: ANDREW G. BATCHO

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 2/8/2008

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 2/3/2012

FILED  
07/10/2011  
FEB 03 2012  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

@ SERVED ANDREW G. BATCHO

DEPUTIES UNABLE TO SERVE OR LEVY ANDREW G. BATCHO, DEFENDANT, AT 123 RIDGE AVENUE, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA THE HOUSE IS EMPTY.

@ SERVED

NOW, FEBRUARY 3, 2012 RETURN WRIT AS TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20735  
NO: 07-442-CD

PLAINTIFF: REMIT CORPORATION, ASSIGNEE OF UNIFUND CCR

vs.

DEFENDANT: ANDREW G. BATCHO

Execution PERSONAL PROPERTY

SHERIFF RETURN

---

SHERIFF HAWKINS \$30.56

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

*Chester Hawkins*  
by Cassandra Butler - Clerk/Deputy  
Chester A. Hawkins  
Sheriff

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

REMIT CORPORATION, :  
Assignee of Unifund CCR, :  
Plaintiff :  
vs. : CIVIL-LAW  
ANDREW G BATCHO, : DOCKET NO. 07-442-CD  
Defendant :  
:

**WRIT OF EXECUTION**

Commonwealth of Pennsylvania  
County of Clearfield County

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Andrew G. Batcho, defendant.

(1) you are directed to levy upon the property of the defendant and to sell her interest therein;

(2) you are also directed to attach the property of the defendant not levied upon in the possession of \_\_\_\_\_, as garnishee, \_\_\_\_\_ and to notify the garnishee that

- (a) an attachment has been issued;
- (b) the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

(3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above states.

Amount Due: \$ 21,582.01

Interest from 08/17/2007: \$ 539.55

Costs to be added:

Clerks Fee: \$ 20.00 Prothonotary costs

Sheriff: \$ 200.00

Total: \$ 22,341.56

*112.00 Additional Prothonotary costs*

*Willie L. Gray* 218108  
Prothonotary

IF SOCIAL SECURITY OR SUPPLEMENTAL SECURITY INCOME FUNDS ARE DIRECTLY DEPOSITED INTO AN ACCOUNT OF THE DEFENDANT, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE ANY FUNDS THAT MAY BE TRACED TO SUCH DIRECT DEPOSITS. IN ADDITION, THE LEVY AND ATTACHMENT SHALL NOT INCLUDE \$300.00 IN THE ACCOUNT OF THE DEFENDANT.

Received this writ this 8th day  
of February A.D. 2008  
At 2:30 P.M.  
\_\_\_\_\_  
Clerk of Court  
Sheriff, by Clerk of Court - Willie L. Gray

**PERSONAL PROPERTY SALE  
SCHEDULE OF DISTRIBUTION**

NAME ANDREW G. BATCHO      NO. 07-442-CD

NOW, February 03, 2012, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Andrew G. Batcho to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR SERVICE	9.00
MILEAGE LEVY	6.06
MILEAGE POSTING	
HANDBILLS	
COMMISSION	0.00
POSTAGE	0.50
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	10.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$30.56</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	21,582.01
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	539.55
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$22,304.12</b>
<b>COSTS:</b>	
ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	30.56
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$162.56</b>
<b>TOTAL COSTS</b>	<b>\$22,304.12</b>

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff